

# City of Redmond



## Agenda

Tuesday, August 10, 2021

4:30 PM

City Hall: 15670 NE 85th Street; Remote: Facebook (@CityofRedmond),  
Redmond.gov/rctlive, Comcast Ch. 21, Ziplly Ch. 34, or 510-335-7371

### Committee of the Whole - Planning and Public Works

#### Committee Members

*David Carson, Presiding Officer*

*Jeralee Anderson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Tanika Kumar Padhye*

**AGENDA**

1. First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC) [CM 21-379](#)  
[Attachment A: Interlocal Agreement](#)  
[Attachment B: First Modification Interlocal Agreement](#)  
[Attachment C: Executive Order](#)  
[Attachment D: RCW 10.93.160](#)

*Department: Police, 5 minutes*

*Requested Action: Consent, August 17th*

2. Approval of On-Call Consultant Contracts for Transportation Planning and Engineering [CM 21-336](#)  
[Attachment A: Additional Background Information-Description of Proposal](#)  
[Attachment B: On Call Draft Contracts](#)  
[2A-Fehr and Peers Draft Consultant Agreement](#)  
[2B-HNTB Draft Consultant Agreement](#)  
[2C-KPG Draft Consultant Agreement](#)  
[2D-Parametrix Draft Consultant Agreement](#)  
[2E-Pertee Draft Consultant Agreement](#)  
[2F-Toole Design Draft Consultant Agreement](#)  
[2G-IDAX Draft Purchase Agreement](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, August 17th*

3. Adoption of an Ordinance for Approval of the Final Plat of Rose Hill West [CM 21-377](#)  
[Attachment A: Ordinance](#)  
[Attachment B: Vicinity Map](#)  
[Attachment C: Hearing Examiner's Decision](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, TBD*

4. Adoption of 2022-2027 Six-Year Transportation Improvement Program (TIP) [CM 21-378](#)  
[Attachment A: Summary of TIP Updates](#)

*Department: Planning and Community Development, 10 minutes*

*Requested Action: Staff Report, August 17th*

5. Draft General Wastewater Plan Update

[CM 21-358](#)

[Attachment A: Executive Summary](#)

[Attachment B: Staff report](#)

[Attachment C: Planning Commission Recommendation to Council](#)

*Department: Public Works, 10 minutes*

*Requested Action: Consent, September 21st*

**Legislative History**

7/20/21

City Council

referred to the Committee of the Whole -  
Planning and Public Works



Memorandum

Date: 8/10/2021  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-379  
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Martin Fuller	Lieutenant
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**TITLE:**

First Modification to Interlocal Agreement to Provide Law Enforcement Mutual Aid for an Independent Force Investigation Team - King County (IFIT-KC)

**OVERVIEW STATEMENT:**

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

**Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**  
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**  
N/A
- **Other Key Facts:**

N/A

**OUTCOMES:**

The IFIT-KC will conduct investigations into police use of force in the same manner a criminal investigation is conducted. The IFIT-KC will consist of qualified and certified law enforcement investigators and at least two non-law enforcement Community Representatives from within the community where the use of force occurred. The IFIT-KC will operate independently of any involved agency's administrative investigation of a police use of force.

The City of Redmond Police Department will participate by providing detective staff and technical assistance, supervisory oversight, command oversight and use of equipment from the Criminal Investigations Division (CID) and other Divisions/Units as able to assist with the independent investigation of the police use of force in East King County.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Current staff will be assigned as needed.

**Approved in current biennial budget:**       Yes       No       N/A

**Budget Offer Number:**

228 Criminal Justice

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**       Yes       No       N/A

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
3/2/2021	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
8/17/2021	Business Meeting	Approve

**Time Constraints:**

This Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team - King County (IFIT-KC).

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the City would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

**ATTACHMENTS:**

- Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).
- Attachment B: First Modification to IFIT-KC Agreement
- Attachment C: Executive Order
- Attachment D: RCW 10.93.160 Immigration and Citizenship Status - Law Enforcement Agency Restrictions

**INTERLOCAL COOPERATIVE AGREEMENT TO PROVIDE LAW ENFORCEMENT MUTUAL AID BETWEEN THE WASHINGTON STATE PATROL, KING COUNTY SHERIFF'S OFFICE, UNIVERSITY OF WASHINGTON, AND THE CITIES OF BELLEVUE, CLYDE HILL, DUVALL, KIRKLAND, ISSAQUAH, LAKE FOREST PARK, MEDINA, MERCER ISLAND, REDMOND, AND SNOQUALMIE/NORTH BEND FOR THE CREATION OF THE INDEPENDENT FORCE INVESTIGATION TEAM – KING COUNTY (IFIT-KC)**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the undersigned municipal corporations or towns organized or created under the laws of the State of Washington, the Washington State Patrol, University of Washington, and King County, collectively referred hereinafter as the “Parties” to provide law enforcement mutual aid and mobilization between the Parties. The “member agencies” of this Agreement are the following Law Enforcement Agencies:

- Washington State Patrol;
- King County Sheriff's Office;
- Bellevue PD;
- Duvall PD;
- Kirkland PD;
- Clyde Hill PD;
- Issaquah PD;
- Lake Forest Park PD;
- Medina PD;
- Mercer Island PD;
- Redmond PD; and
- Snoqualmie/North Bend PD
- University of Washington Police Department.

**I. RECITALS.**

WHEREAS, the authority of the cooperating agencies entering into this Agreement is that authority provided by Washington law including, and subject to, the general powers of the Parties, the Washington Interlocal Cooperation Act as codified in Chapter 39.34 RCW, and the Washington Mutual Peace Officers Powers Act as codified in Chapter 10.93 RCW; and

WHEREAS, RCW 10.114.011, requires that if deadly force by a peace officer results in death, great bodily harm, or substantial bodily harm, an independent investigation must be completed to inform any determination of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies; and

WHEREAS, RCW 10.114.011 requires that such investigation be carried out completely independent of the agency whose officer was involved in the use of deadly force; and

WHEREAS, the Washington State Criminal Justice Training Commission (CJTC) adopted and established criteria to determine what qualifies as an independent investigation (WAC Chapter 139-12, the Law Enforcement Training and Community Safety Act – Independent Investigations Criteria).

NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed between the Parties as follows:

**II. AGREEMENT**

1. **PURPOSE OF THE AGREEMENT.** The Parties signing below recognize the need to establish a regional independent investigative team in King County and a protocol for satisfying the independent investigation requirements of state law. The Parties seek to form a regional independent force investigation team, available for the purpose of conducting the criminal investigation into an officer involved shooting or use of deadly force by an officer or officers of an agency that is a member of the Independent Force Investigation Team of King County (IFIT-KC).
2. **DEFINITIONS.** For the purposes of this Agreement, the terms “deadly force,” “great bodily harm,” and “substantial bodily harm” are given the same meaning as defined in RCW 9A.16.010 and RCW 9A.04.110.

**3. ADMINISTRATION.**

The IFIT-KC governing body is the “Executive Board.” The Executive Board is comprised of the member agency Police Chiefs and Sheriff, with each agency providing one Board member on behalf of its organization. The Executive Board elects their Board Chair. The IFIT-KC Executive Board is authorized to draft, implement and amend policies and procedures consistent with the purposes of this Agreement and Chapter 139-12 WAC. Such policies and procedures will be known as the “Independent Force Investigations Team – King County Protocol and Guidelines” (“IFIT-KC Protocol”).

4. **MUTUAL AID AND LAW ENFORCEMENT SERVICES.** Each party will, to the best of its ability and as resources allow, furnish employees to work as part of IFIT-KC. The Parties agree to the following:
  - a. Consistent with RCW 10.114.011, when a member agency engages in conduct resulting in the use of deadly force by a peace officer resulting in death, substantial bodily harm, or great bodily harm, it shall contact the IFIT-KC to seek an independent investigation to inform any determination of whether the use of deadly force met the good faith standard established in RCW [9A.16.040](#) and satisfied other applicable laws and policies.
  - b. IFIT-KC will provide independent investigative services to any member agency that requests assistance under this Agreement. IFIT-KC shall render those independent investigative services consistent with the IFIT-KC Protocol, purposes of this Agreement, and Chapter 139-12 WAC.
  - c. In order to maintain independence, no person employed by the agency which used deadly force (“Involved Agency”) may participate in the investigation of the use of deadly force, except as where allowed by the independent investigation protocols laid out in Chapter 139-12 WAC and the IFIT-KC Protocol.
  - d. Member agencies acknowledge that some member agencies may be required to provide some level of access at the scene to an independent oversight agency/committee. Member agencies with an oversight agency/committee shall prepare a list of practices and protocols, which will be made available to the commander of IFIT-KC as soon as practical.
  - e. The Parties expressly recognize that compelled statements by involved officers implicate certain legal rights under *Garrity v. New Jersey*, 385 U.S. 493 (1967). The parties agree that a statement by an involved officer may only be compelled by the officer’s employing agency pursuant to that agency’s policies and procedures. At no point during the investigation will a compelled statement, or information flowing directly therefrom, be disclosed to the IFIT-KC independent

investigators or otherwise to the IFIT-KC. The Parties further recognize that the rights against self-incrimination established under *Garrity* do not extend to the observations of officers who witnessed, but were not involved in, a use of force incident. Accordingly, the restrictions set forth above do not extend to officers other than those using force.

**5. INDEPENDENT CONTRACTOR; EMPLOYEE RESPONSIBILITY; PAYMENT.**

Investigators provided by Parties shall meet the criterion established by the IFIT-KC Protocol and in compliance with WAC 139-12-030. Each member's employees shall be considered employees of their employing agency while participating in the investigation into the use of force. The member agencies shall be solely and exclusively responsible for the compensation and benefits for their employee(s) assigned to IFIT-KC. Each member agency shall generally be responsible for all costs of its participation, including overtime and/or back-fill requirements. All rights, duties, and obligations of the employer and employee shall remain with the party for which the employee works. Each member agency agrees to provide sufficient equipment needed by its participating employees to conduct a thorough investigation. Each party shall be responsible for ensuring compliance with all applicable laws with regard to its employees and with provisions of any applicable collective bargaining agreements and civil service regulations.

**III. GENERAL PROVISIONS**

**1. INDEMNITY AND HOLD HARMLESS.**

- a. Subject to Paragraph b below, each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to IFIT-KC and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.
- b. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.
- c. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of IFIT-KC. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

2. **COUNTERPARTS.** This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.
3. **MERGER AND ENTIRE AGREEMENT.** This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement, independent investigative services for law enforcement-involved deadly uses of force, and constitutes the entire contract between the Parties.
4. **NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.
5. **SEVERABILITY.** If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.
6. **TERM OF AGREEMENT AND TERMINATION.** This Agreement shall be effective on the date it is signed by two or more members and shall be effective for one (1) year, regardless of the date of execution, and shall be automatically renewed on the last day of December of each successive year for an additional one (1) year period. Additionally, any party may withdraw from this Agreement for any reason by providing written notice to each member agency of such withdrawal specifying the effective date thereof at least thirty (30) days prior to such date. The withdrawal of any party does not result in the dissolution of IFIT-KC, but rather the withdrawing party shall, after the effective date of the withdrawal, no longer be considered a party under this Agreement. This Agreement may be terminated, and the IFIT-KC dissolved at any time by unanimous agreement of the Executive Board.
7. **MODIFICATIONS.** The provisions of this Agreement may only be modified, amended, or supplemented by written agreement executed by all the Parties hereto.

#### 8. **AGENCY CONTACTS**

Contact between the Parties regarding Agreement administration will be between the representatives of each Party or their designee at the time of this Agreement. Updates to the IFIT-KC Agency Contact list shall be maintained by the Executive Board after execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest day and year written below.

**CITY OF BELLEVUE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF KIRKLAND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF MEDINA**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF DUVALL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF CLYDE HILL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF REDMOND**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**CITY OF SNOQUALMIE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 City Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 City Attorney

**WASHINGTON STATE PATROL**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney

**KING COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney

**UNIVERSITY OF WASHINGTON**

\_\_\_\_\_  
 Name:  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date:  
 \_\_\_\_\_  
 Attest:  
 Clerk  
 \_\_\_\_\_  
 Approved as to Form:  
 \_\_\_\_\_  
 Attorney

**TO:** Internal Committee - Public Safety  
**FROM:** Mayor Angela Birney  
**DEPARTMENT DIRECTOR CONTACT(S):**

Police	Chief Darrell Lowe	425-556-2529
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**DEPARTMENT STAFF:**

Police	Lieutenant Martin Fuller	425-556-2575
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**TITLE:**

First Modification to Interlocal Agreement to provide law enforcement mutual aid for an Independent Force Investigation Team - King County (IFIT-KC).

**OVERVIEW STATEMENT:**

On April 3, 2021, Council approved the King County Independent Force Investigation Team Interlocal Agreement which authorized Mayor Birney to sign the ILA for the (IFIT-KC). All member agencies signed the ILA with the exception of the Washington State Patrol, who proposed a modification addressing a requirement from Governor Inslee’s office that all state cabinet agencies include language in their agreements that support the Governor’s Executive Order 17-01. This order prohibits other police agencies from using information obtained from the WSP to support or engage in civil immigration enforcement activities. This order is consistent with RCW 10.93.160 and the Redmond Police Department’s policy on immigration.

**Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

**Receive Information**                       **Provide Direction**                       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Initiative-940 and Washington Administrative Code (WAC) 139-11 and 12
- **Required:**  
LETSCA requires that all police use of force that results in death, substantial bodily harm, or great bodily harm be investigated completely independent of the involved agency.
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

How does the City benefit from this work? Enter deliverables, project phases, and/or any social and/or environmental impacts, if applicable. If you are asking Council to receive information, this section may not apply.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

- N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:** Current staff will be assigned as needed.

**Approved in current biennial budget:**       Yes       No       N/A

**Budget Offer Number:**

228 Criminal Justice

**Budget Priority:**

Safe and Resilient

**Other budget impacts or additional costs:**       Yes       No       N/A

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
2/16/2021	Committee of the Whole - Public Safety	Approve
3/2/2021	Business Meeting	Approve

**Time Constraints:**

This Interlocal Agreement takes effect once signed. The agreement will provide the Redmond Police Department the ability to participate as a member of the Independent Force Investigation Team – King County (IFIT-KC).

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the City would need to find an agency willing to conduct an independent investigation of a police use of force occurring in Redmond. Since the City would not be participating in a mutual aid agreement, the City might need to pay another agency for such an independent investigation.

**ATTACHMENTS:**

Attachment A: Independent Force Investigation Team - King County (IFIT-KC) Interlocal Agreement (ILA).



STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 902-4111 • [www.governor.wa.gov](http://www.governor.wa.gov)

**EXECUTIVE ORDER 17-01**

**REAFFIRMING WASHINGTON'S COMMITMENT  
TO TOLERANCE, DIVERSITY, AND INCLUSIVENESS**

**WHEREAS**, Washington has a proud history of inclusivity, tolerance, and compassion for all residents. The diversity of our people and cultures is a critical part of who we are as a state;

**WHEREAS**, our state values the unique differences in our residents and protects diversity. Washington law establishes “the right to be free from discrimination because of race, creed, color, national origin,” the right to engage in commerce free from discrimination, including discrimination based on religion, and declares these to be civil rights. RCW 49.60.030;

**WHEREAS**, nearly one million Washingtonians – one in every seven people in this state – are immigrants. These Washingtonians are an integral part of our communities and workforce;

**WHEREAS**, Washington's diverse and vibrant economy spans both the east and west sides of our state and encompasses agriculture, aerospace, food processing, timber, construction, health care, technology, tourism, hospitality industries, and the defense sector. As of 2014, immigrants comprised almost 17 percent of Washington's workforce and contributed over \$2.4 billion in state and local taxes. Sixty percent of the Fortune 500 companies based in Washington were founded by immigrants or their children. The contributions of these individuals to our businesses, economy, and community are critical to our success as a state;

**WHEREAS**, undocumented immigrants comprised approximately 4.9 percent of the state's workforce in 2012 and paid \$301.9 million in state and local taxes. If all undocumented immigrants were removed from the state, the state would lose \$14.5 billion in economic activity, \$6.4 billion in gross revenue, and approximately 71,197 jobs;

**WHEREAS**, as of 2016, Washington is home to over 17,000 Deferred Action of Childhood Arrival (DACA) recipients. These are young people who came to this country as children and have been here for a significant period of time. DACA recipients are required to be students or in the workforce, and must have no prior felonies or significant misdemeanors. They are contributing members of our community and to our economy. Almost 15,000 DACA young people are employed in this state. If these individuals were removed from our state, our communities would suffer a significant economic loss, estimated at \$1 billion;

**WHEREAS**, currently 65,000 immigrants serve in our nation's armed forces and since 2002 greater than 100,000 immigrants have become naturalized citizens following honorable service to our nation. Many of these immigrants are Washingtonians. Their personal sacrifice and contribution to our nation's security should be recognized by all Americans.

**WHEREAS**, Washington State has outstanding higher education institutions and foreign-born students contribute significantly to these institutions through their cultural diversity and economic contributions. In the 2013-2014 academic year, roughly 21,000 international college students made up 6.2 percent of all college students in the state and contributed \$737 million in to our state's economy in tuition, fees, and living expenses.

**WHEREAS**, Washington immigrants are an important part of the fabric of our state. Immigrants contribute to Washington's rich culture by bringing their arts, heritage, cuisines, rituals, and festivals to share and celebrate. The cultural influences and creative talents of immigrants can be found in every aspect of our society, from the performing arts and education to the innovation and entrepreneurial spirit of our burgeoning industries; and

**WHEREAS**, we have long tradition of welcoming and supporting those who are the most vulnerable. In 1975, for example, Governor Dan Evans launched a program to settle hundreds of Vietnamese refugees in Washington State. To this day, Washington continues to provide state services to assist those qualified individuals who are most in need of these services, while adhering to state and federal laws and regulations.

**NOW, THEREFORE**, I, Jay Inslee, Governor of the state of Washington, reaffirm my commitment to vigorously support and protect the rights of Washingtonians and to respect diversity and inclusion in our state practices. It is therefore directed that:

1. The state of Washington shall remain a welcoming jurisdiction that embraces diversity with compassion and tolerance and recognizes the value of immigrants;
2. Executive and small cabinet agencies shall continue to provide assistance and services to Washingtonians, regardless of citizenship or legal status, to the extent allowed by law;
3. No executive or small cabinet agency may discriminate against a person based on the person's national origin in violation of RCW 49.60.030;
4. No executive or small cabinet agency may condition provision of services or benefits upon a resident's immigration status, except as required by international, federal or state law;
5. Executive and small cabinet agencies shall ensure their policies comply with Executive Order 16-01, *Privacy Protection and Transparency in State Government*, and that information collected from clients is limited to that necessary to perform agency duties. Policies must ensure that information regarding a person's immigration or citizenship status or place of birth shall not be collected, except as required by federal or state law or state agency policy;
6. No executive or small cabinet agency may inquire into, or request specific documents, in order to ascertain a person's immigration status for the sole purpose of identifying if a person has complied with federal civil immigration laws, including passports, alien registration, or work permits, except as required by federal or state law;
7. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel to enforce, or assist in the enforcement or creation of any federal program requiring registration of individuals on the basis of religious affiliation, except as required by federal or state law;

8. No executive or small cabinet agency may use agency or department monies, facilities, property, equipment, or personnel for the purpose of targeting or apprehending persons for violation of federal civil immigration laws, except as required by federal or state law or otherwise authorized by the Governor; and
9. The Washington State Patrol or Department of Corrections, or other executive or small cabinet agency with arrest powers, will act consistently with current federal law and shall not arrest solely for violation of federal civil immigration laws, except as otherwise required by federal or state law or authorized by the Governor. Specifically, no agency may enter into any agreements with the federal government authorizing such authority under the Immigration and Nationality Act (8 U.S.C. §1357).

This Executive Order is not intended to, and does not, create any right or entitlement for any person, nor does it create a cause of action against the state of Washington;

This Executive Order is intended to be consistent with 8 U.S.C. §1373. Should federal or state law change so as to give rise to a conflict with this Executive Order, such provision of this Executive Order shall be inoperative to the sole extent of the conflict.

This order is effective immediately.

Signed and sealed with the official seal of the state of Washington, on this 23rd day of February, 2017, at Olympia, Washington.

By:

/s/

---

Jay Inslee  
Governor

BY THE GOVERNOR:

/s/

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Secretary of State

## RCW 10.93.160

### Immigration and citizenship status—Law enforcement agency restrictions.

(1) The definitions contained in RCW 43.17.420 apply to this section.

(2) The legislature finds that it is not the primary purpose of state and local law enforcement agencies or school resource officers to enforce civil federal immigration law. The legislature further finds that the immigration status of an individual or an individual's presence in, entry, or reentry to, or employment in the United States alone, is not a matter for police action, and that United States federal immigration authority has primary jurisdiction for enforcement of the provisions of Title 8 U.S.C. dealing with illegal entry.

(3) School resource officers, when acting in their official capacity as a school resource officer, may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(4) State and local law enforcement agencies may not:

(a) Inquire into or collect information about an individual's immigration or citizenship status, or place of birth unless there is a connection between such information and an investigation into a violation of state or local criminal law; or

(b) Provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(5) State and local law enforcement agencies may not provide nonpublicly available personal information about an individual, including individuals subject to community custody pursuant to RCW 9.94A.701 and 9.94A.702, to federal immigration authorities in a noncriminal matter, except as required by state or federal law.

(6)(a) State and local law enforcement agencies may not give federal immigration authorities access to interview individuals about a noncriminal matter while they are in custody, except as required by state or federal law, a court order, or by (b) of this subsection.

(b) Permission may be granted to a federal immigration authority to conduct an interview regarding federal immigration violations with a person who is in the custody of a state or local law enforcement agency if the person consents in writing to be interviewed. In order to obtain consent, agency staff shall provide the person with an oral explanation and a written consent form that explains the purpose of the interview, that the interview is voluntary, and that the person may decline to be interviewed or may choose to be interviewed only with the person's attorney present. The form must state explicitly that the person will not be punished or suffer retaliation for declining to be interviewed. The form must be available at least in English and Spanish and explained orally to a person who is unable to read the form, using, when necessary, an interpreter from the district communications center "language line" or other district resources.

(7) An individual may not be detained solely for the purpose of determining immigration status.

(8) An individual must not be taken into custody, or held in custody, solely for the purposes of determining immigration status or based solely on a civil immigration warrant, or an immigration hold request.

(9)(a) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of any individual, state and local law enforcement agencies must explain in writing:

(i) The individual's right to refuse to disclose their nationality, citizenship, or immigration status; and

(ii) That disclosure of their nationality, citizenship, or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.

(b) Nothing in this subsection allows for any violation of subsection (4) of this section.

(10) A state and local government or law enforcement agency may not deny services, benefits, privileges, or opportunities to individuals in custody, or under community custody pursuant to RCW **9.94A.701** and **9.94A.702**, or in probation status, on the basis of the presence of an immigration detainer, hold, notification request, or civil immigration warrant, except as required by law or as necessary for classification or placement purposes for individuals in the physical custody of the department of corrections.

(11) No state or local law enforcement officer may enter into any contract, agreement, or arrangement, whether written or oral, that would grant federal civil immigration enforcement authority or powers to state and local law enforcement officers, including but not limited to agreements created under 8 U.S.C. Sec. 1357(g), also known as 287(g) agreements.

(12)(a) No state agency or local government or law enforcement officer may enter into an immigration detention agreement. All immigration detention agreements must be terminated no later than one hundred eighty days after May 21, 2019, except as provided in (b) of this subsection.

(b) Any immigration detention agreement in effect prior to January 1, 2019, and under which a payment was made between July 1, 2017, and December 31, 2018, may remain in effect until the date of completion or December 31, 2021, whichever is earlier.

(13) No state or local law enforcement agency or school resource officer may enter into or renew a contract for the provision of language services from federal immigration authorities, nor may any language services be accepted from such for free or otherwise.

(14) The department of corrections may not give federal immigration authorities access to interview individuals about federal immigration violations while they are in custody, except as required by state or federal law or by court order, unless such individuals consent to be interviewed in writing. Before agreeing to be interviewed, individuals must be advised that they will not be punished or suffer retaliation for declining to be interviewed.

(15) Subsections (3) through (6) of this section do not apply to individuals who are in the physical custody of the department of corrections.

(16) Nothing in this section prohibits the collection, use, or disclosure of information that is:

- (a) Required to comply with state or federal law; or
- (b) In response to a lawfully issued court order.

[ **2019 c 440 § 6.** ]

## NOTES:

**Findings—Construction—Conflict with federal requirements—Effective date—2019 c 440:** See notes following RCW **43.17.425**.



Memorandum

Date: 8/10/2021  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-336  
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Don Cairns, PE	Transportation Planning & Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Technician

TITLE:  
Approval of On-Call Consultant Contracts for Transportation Planning and Engineering

OVERVIEW STATEMENT:

The City of Redmond has been using transportation planning & engineering on-call consultant and vendor services to expand the capability of Redmond staff and accelerate delivery of transportation planning and engineering services to the community since 2009. The primary focus of the consultants has been to augment staff's efforts to advance transportation projects to construction. The use of on-call agreements has also proven effective and efficient in responding to a variety of unexpected needs such as new development proposals and new opportunities for project funding.

Each of these on-call contracts will be for a period of two (2) years with an option to be extended for an additional two (2) years. Each contract has a maximum allowable contract value, but this Council Action does not authorize any spending.

Every task order under these contracts must be funded through an already Council authorized project or program. Examples include: CIP projects, studies funded through the budget process, and funds in the operating budget for pedestrian and bicycle improvements.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**
  - The Transportation Planning & Engineering division currently maintains a roster of six (6) transportation planning & engineering firms and one (1) traffic data gathering and analysis firm under contract for ongoing services; this proposal is to update the roster.
  - Firms are used for small-scale tasks like conceptual design, project cost estimates, traffic counts and studies, traffic model runs, and data analyses.

**OUTCOMES:**

Facilitates the execution of contracts up to the designated amount with the firms identified through the roster update process.

Supports advancement of projects and planning work in a timely manner and response to the need for specialty items for delivery of City projects and programs given limitations on both current staffing workload and staff expertise.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$0. This action does not authorize any spending. It creates a contract vehicle for Council authorized spending that has been previously approved.

**Approved in current biennial budget:**       **Yes**       **No**       **N/A**

**Budget Offer Number:**

000343 Mobility of People and Goods

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:**       **Yes**       **No**       **N/A**

**If yes, explain:**  
N/A

**Funding source(s):**

Funds for specific task orders will be taken from the appropriate fund, that has already been approved by Council, i.e., Neighborhood Traffic Calming, the pedestrian/bike program, Development Services, CIP projects, or other funding sources.

**Budget/Funding Constraints:**

On-call consultant contracts specify that no work is guaranteed to a consultant and they provide clear limitations on contract funding amounts that cannot be exceeded. Funding is encumbered only when a need arises.

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/17/2021	Business Meeting	Approve

**Time Constraints:**

The existing contracts expire on August 31, 2021, and firms need to be under contract to avoid delays to upcoming and ongoing projects and studies.

**ANTICIPATED RESULT IF NOT APPROVED:**

Given existing and anticipated demands on transportation engineering staff, this action could adversely impact the City's ability to advance projects and planning work on a timely basis.

**ATTACHMENTS:**

Attachment A: Additional Background Information/Description of Proposal  
Attachment B: Draft Contracts

**Attachment A: Additional Background Information/Description of Proposal**

City staff uses on-call consultants in several disciplines to supplement the capabilities of Redmond staff. This work includes bicycle facilities design & analysis, traffic engineering studies, traffic modeling, transit planning & design, transportation engineering, and traffic counts data & gathering. The Transportation Planning & Engineering Division currently administers six (6) transportation planning & engineering consultant on-call service contracts and one (1) traffic data gathering and analysis consultant on-call contract. Each contract is purposefully written with a broad scope of work since project needs may vary and staff want to retain flexibility in responding to the needs of the community. The work will be conducted using “task orders” for specific scopes of work. Funding for specific task orders will be taken from the appropriate project or department budget account. These short-term contracts are for not-to-exceed amounts noted in the contract. Staff anticipates using these contracts to support numerous upcoming program and project needs within the Planning department and Traffic Operations division. Examples are Transportation Master Plan Update, Urban Street Design Standards, CIP project design and construction support, Neighborhood Traffic Calming Program, bike facility planning and design, channelization design, pavement evaluation, illumination design, ITS design and documentation, transit operations improvements, curb ramp/accessibility design, transportation modeling and analysis, feasibility studies and engineering plans, specification and cost estimates (PS&E) preparation.

**2019-2021 On-Call Contracts**

<b>Firm</b>	<b>Contract Value</b>	<b>2017-2019 Spent</b>	<b>2019-2021 Spent to Date</b>	<b>Discipline</b>
<b>Fehr &amp; Peers</b>	<b>\$200,000</b>	<b>\$198,060.43</b>	<b>\$109,289.60</b>	<b>Planning &amp; Engineering</b>
<b>HDR</b>	<b>\$200,000</b>	<b>\$137,359.85</b>	<b>\$0</b>	<b>Planning &amp; Engineering</b>
<b>HNTB</b>	<b>\$200,000</b>	<b>\$13,401.87</b>	<b>\$123,730.12</b>	<b>Planning &amp; Engineering</b>
<b>Perteet</b>	<b>\$200,000</b>	<b>\$161,104.71</b>	<b>\$24,814.00</b>	<b>Planning &amp; Engineering</b>
<b>TENW</b>	<b>\$200,000</b>	<b>\$42,953.89</b>	<b>\$23,848.08</b>	<b>Planning &amp; Engineering</b>
<b>Toole Design</b>	<b>\$200,000</b>	<b>\$6,056.86</b>	<b>\$121,341.60</b>	<b>Planning &amp; Engineering</b>
<b>IDAX</b>	<b>\$138,600</b>	<b>\$73,610.00</b>	<b>\$37,829.03</b>	<b>Traffic Data Gathering</b>

### **Consultant Selection Process**

Solicitation via the Shared Procurement Portal, extending a Request for Qualifications (RFQ) for transportation planning & engineering services and an Inquiry for Bid (IFB) for traffic data gathering and analysis on-call services was posted on June 4, 2021. Firms were then selected using the MRSC Roster (in close coordination with Purchasing staff). Consultant qualifications were then be reviewed and rated by staff to select the most qualified firm(s) to provide consulting services for the disciplines outlined in the provided Scope of Work in the RFQ and IFB. Six (6) firms for transportation planning & engineering support and one (1) traffic gathering & analysis consultant were selected with an anticipated maximum dollar amount of \$200,000 proposed for the six (6) planning & engineering support contracts and a bid submittal proposal for the one (1) traffic data gathering and analysis contract.

After selection, negotiations to determined fair and reasonable consultant rates for the work, using the City's consultant fee negotiation guidelines worksheets. The general scopes and consultant rates will then be incorporated into standard Consultant Agreements.

**Attachment B: Draft Contracts**

<b>Discipline</b>	<b>Attached Contracts</b>
Transportation Planning and Engineering Services	2A Fehr & Peers Inc.
Transportation Planning and Engineering Services	2B HNTB Corporation
Transportation Planning and Engineering Services	2C KPG
Transportation Planning and Engineering Services	2D Parametrix Inc.
Transportation Planning and Engineering Services	Perteet Inc.
Transportation Planning and Engineering Services	Toole Design Group LLC
Traffic Data Gathering and Analysis	IDAX Data Solutions

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name:  
 Agency:  
 Address:  
 City: State: Zip:  
 Email:  
 Phone:  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the “task order request,” the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

Exhibit D-1  
Consultant Fee Determination

Project: City of Redmond Transportation Planning and Engineering On-Call Services  
Consultant : Fehr & Peers

Job Classifications	DSC	Overhead	Fee (profit)	Total hourly rate
		189.31%	27%	

Associate I	\$ 50.96	\$ 96.48	\$ 13.76	\$ 161.20
Associate II	\$ 54.81	\$ 103.76	\$ 14.80	\$ 173.36
Engineer/Planner I	\$ 34.62	\$ 65.53	\$ 9.35	\$ 109.49
Engineer/Planner II	\$ 35.34	\$ 66.90	\$ 9.54	\$ 111.77
Engineer/Planner III	\$ 37.02	\$ 70.08	\$ 10.00	\$ 117.10
Intern	\$ 27.00	\$ 51.11	\$ 7.29	\$ 85.40
Principal I	\$ 68.27	\$ 129.24	\$ 18.43	\$ 215.94
Principal II	\$ 88.94	\$ 168.38	\$ 24.01	\$ 281.33
Principal III	\$ 106.73	\$ 202.05	\$ 28.82	\$ 337.60
Senior Associate I	\$ 60.58	\$ 114.68	\$ 16.36	\$ 191.61
Senior Associate II	\$ 63.94	\$ 121.05	\$ 17.26	\$ 202.26
Senior Engineer/Planner I	\$ 38.46	\$ 72.81	\$ 10.38	\$ 121.66
Senior Engineer/Planner II	\$ 44.23	\$ 83.73	\$ 11.94	\$ 139.91
Senior Engineer/Planner III	\$ 46.15	\$ 87.37	\$ 12.46	\$ 145.99
Senior Engineering Technician	\$ 39.42	\$ 74.63	\$ 10.64	\$ 124.70
Sr Business Services Administrator II	\$ 34.62	\$ 65.54	\$ 9.35	\$ 109.51
Sr Business Services Administrator II	\$ 35.10	\$ 66.44	\$ 9.48	\$ 111.01
Sr Business Services Administrator III	\$ 45.00	\$ 85.19	\$ 12.15	\$ 142.34



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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 15, 2021

Fehr & Peers  
100 Pringle Avenue, Suite 600  
Walnut Creek, CA 94596

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Lysa Wollard:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 189.31% of direct labor based on the “Independent CPA Report,” prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson', written in a cursive style.

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **Exhibit G**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_ whose address is

\_\_\_\_\_ and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)




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Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)




---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Consultant Claim Procedures

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Don Sims  
 Agency: HNTB Corporation  
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 City: Bellevue State: WA Zip: 98004  
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 Phone: (425)450-2719  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Project No.

See Exhibit A-1, attached

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**Exhibit D-1****Consultant Fee Determination**

Project Name: Transportation Planning and Engineering On-Call Services

Project Number:

Consultant:

HNTB Corporation

Dated:

**NEGOTIATED HOURLY RATES**

<b>HNTB Corporation Job Classification</b>	<b>Direct Salary Costs (DSC)</b>	<b>Overhead 138.34%</b>	<b>Fee (Profit) 30%</b>	<b>Total Hourly Rate</b>
Engineer I	\$ 52.30	\$ 72.35	\$ 15.69	\$ 140.34
Engineer II	\$ 58.62	\$ 81.09	\$ 17.59	\$ 157.30
Engineer III	\$ 68.47	\$ 94.72	\$ 20.54	\$ 183.73
Intern College Technical	\$ 30.14	\$ 41.70	\$ 9.04	\$ 80.88
Intern Engineer	\$ 30.58	\$ 42.30	\$ 9.17	\$ 82.06
Project Engineer	\$ 78.84	\$ 109.07	\$ 23.65	\$ 211.56
Sr. Project Engineer	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Group Director - Engineering (PM for Project)	\$ 151.48	\$ 209.56	\$ 45.44	\$ 406.48
Sr Doc Controls Analyst/Team Leader	\$ 76.69	\$ 106.09	\$ 23.01	\$ 205.79
Sr Transportation Planner	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Project Finance Assistant I	\$ 34.63	\$ 47.91	\$ 10.39	\$ 92.93
Project Analyst	\$ 52.30	\$ 72.35	\$ 15.69	\$ 140.34
Sr Project Analyst	\$ 68.47	\$ 94.72	\$ 20.54	\$ 183.73
Project Manager I - Engineering	\$ 90.66	\$ 125.42	\$ 27.20	\$ 243.28
Project Manager II - Engineering	\$ 104.27	\$ 144.25	\$ 31.28	\$ 279.80
Technician II	\$ 46.76	\$ 64.69	\$ 14.03	\$ 125.48
Technician III	\$ 58.38	\$ 80.76	\$ 17.51	\$ 156.66
Office Business Manager II	\$ 96.86	\$ 134.00	\$ 29.06	\$ 259.91
Program Manager	\$ 168.99	\$ 233.78	\$ 50.70	\$ 453.47
Sr GIS Analyst	\$ 58.04	\$ 80.29	\$ 17.41	\$ 155.74
Project Director	\$ 168.99	\$ 233.78	\$ 50.70	\$ 453.47
UDLA III	\$ 57.19	\$ 79.12	\$ 17.16	\$ 153.46
GIS Team Leader	\$ 68.70	\$ 95.04	\$ 20.61	\$ 184.35

# **Exhibit E**

## **Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# **Exhibit F - Title VI Assurances Appendix A & E**

## **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **Exhibit G**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_ whose address is

\_\_\_\_\_ and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>KPG</b>	
Address <b>3131 Elliott Ave., Suite 400, Seattle, WA 98121</b>	Federal Aid Number
UBI Number <b>601-248-468</b>	Federal TIN <b>91-1477622</b>
Execution Date <b>September 1, 2021</b>	Completion Date <b>August 31, 2023</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title <b>Transportation Planning and Engineering On-Call Services</b>	
Description of Work This project will be a non-exclusive continuing services contract to assist the City of Redmond with general planning and engineering-related services. Work will be conducted through task orders for specific project items.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation
Maximum Amount Payable: <b>\$200,000</b>	

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation</del>
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures
Exhibit K	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Redmond, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Sessyle Asato  
 Agency: KPG, P.S.  
 Address: 3131 Elliott Ave., Suite 400  
 City: Seattle State: WA Zip: 98121  
 Email: [sessyle@kpg.com](mailto:sessyle@kpg.com)  
 Phone: 206-286-1640  
 Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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

## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: PO Box 97010  
 City: Redmond State: WA Zip: 98052  
 Email: jmueller@redmond.gov  
 Phone: 425-556-2461  
 Facsimile: NA

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

See Exhibit A-1, attached

Project No.

## Exhibit A- I

## Scope of Work

## Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

## A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

## B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

*Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

*Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

*Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

*Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## Transportation Engineering

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### Task Order Administration:

#### A. Period of Performance and Contract Value

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### B. Consultant Resources and Time

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### C. Task Order Process

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to be identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



## **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**KPG, PS**  
**Summary of Negotiated Costs**  
**Effective January 1, 2021 through December 31, 2021**

Classification	2021 Inclusive Rate (Rounded to \$1)
Principal	262
Engineering Manager	235
Senior Engineer	194
Sr. Project Engineer	171
Project Engineer II	146
Project Engineer I	133
Design Engineer	121
Engineering Technician	100
Technician	96
Engineering Assistant	86
Principal Architect	224
Aviation Manager	175
Senior Architect	158
Architecture Technician II	121
Architecture Technician I	95
Survey Manager	235
Survey Crew II (W/Equip)	228
Survey Crew I (W/Equip)	178
Project Surveyor	148
Senior Field Surveyor	123
Field Surveyor	111
Senior Survey Technician	122
Survey Technician	100
Survey Assistant	80
Urban Design Manager	186
Project Landscape Architect	135
Landscape Technician	95
Landscape Assistant	77
Senior Transportation Planner	159
Transportation Planner	104
Senior Construction Manager	224
Construction Manager	179
Senior Resident Engineer	148
Resident Engineer	130
Assistant Resident Engineer	117
Senior Construction Observer	148
Construction Observer III	134
Construction Observer II	118
Construction Observer I	95
Construction Technician	86
Document Control Specialist	117
Document Control Admin	79
Construction Assistant	71
CAD Manager	169
Senior CAD Technician	128
CAD Technician	107
Business Manager	167
Senior Admin	107
Office Admin	92
Office Assistant	77
Subs billed at cost plus 5%.	
Subs billed at cost plus 5%.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	

***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

## **Exhibit F - Title VI Assurances Appendix A & E**

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Exhibit F - Title VI Assurances Appendix A & E**

### APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Redmond
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
KPG, P.S.

whose address is

3131 Elliott Ave., Suite 400 Seattle, WA 98121

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the City of Redmond

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

**KPG, P.S.**

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of** City of Redmond

I hereby certify that I am the:

Other

of the City of Redmond, and the City

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

**KPG, P.S.**

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

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Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**KPG, P.S.**

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

- Exhibit A      Scope of Work
- ~~Exhibit B      DBE Participation~~
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- ~~Exhibit H      Liability Insurance Increase~~
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures
- Exhibit K      Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Austin R. Fisher, P.E.  
 Agency: Parametrix, Inc.  
 Address: 1019 39th Ave SE, Suite 100  
 City: Puyallup State:WA Zip: 98374  
 Email: [afisher@parametrix.com](mailto:afisher@parametrix.com)  
 Phone: 253-604-6747  
 Facsimile: 855-542-6353

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT /CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**Exhibit D-1**  
**Hourly Rate of Pay**  
**Parametrix Rate Schedule**

Position Classification	Not to Exceed			Max Rate Per Hour
	Direct Salary Rate	ICR 175.31%	Profit 27.00%	
Administrative Assistant	22.55	39.53	6.09	68.17
Business Analyst	34.95	61.27	9.44	105.66
Business Manager	55.75	97.74	15.05	168.54
CADD Operator I	29.71	52.08	8.02	89.82
CADD Operator II	26.84	47.05	7.25	81.14
CADD Operator III	43.42	76.12	11.72	131.26
Chief Operating Officer	122.43	214.63	33.06	370.12
Communications Specialist	32.63	57.20	8.81	98.64
Construction Manager I	70.00	122.72	18.90	211.62
Construction Manager II	51.83	90.86	13.99	156.69
Cultural Resources Specialist II	27.38	48.00	7.39	82.77
Cultural Resources Specialist III	30.00	52.59	8.10	90.69
Cultural Resources Specialist IV	35.96	63.04	9.71	108.71
Designer I	27.87	48.86	7.52	84.25
Designer II	37.11	65.06	10.02	112.19
Designer III	41.67	73.05	11.25	125.97
Designer IV	53.46	93.72	14.43	161.61
Director of Risk Management	109.00	191.09	29.43	329.52
EP&C Division Manager	64.62	113.29	17.45	195.35
Electrical Designer II	43.91	76.98	11.86	132.74
Electrical Designer III	43.37	76.03	11.71	131.11
Electrical Designer IV	53.59	93.95	14.47	162.01
Electrical Engineer I	30.00	52.59	8.10	90.69
Electrical Engineer III	45.50	79.77	12.29	137.55
Electrical Engineer IV	62.99	110.43	17.01	190.43
Engineer I	34.52	60.52	9.32	104.36
Engineer II	38.50	67.49	10.40	116.39
Engineer III	47.08	82.54	12.71	142.33
Engineer IV	58.40	102.38	15.77	176.55
Environmental Technician I	18.00	31.56	4.86	54.42
Environmental Technician III	32.24	56.52	8.70	97.46
Finance/Accounting Supervisor	45.29	79.40	12.23	136.92
GIS Technician	28.62	50.17	7.73	86.52
Hydrogeologist III	43.78	76.75	11.82	132.35
Hydrogeologist IV	45.00	78.89	12.15	136.04
IT Manager	73.70	129.20	19.90	222.80
Inspector	39.08	68.51	10.55	118.14
Junior Designer	23.26	40.78	6.28	70.32
Junior Engineer	24.00	42.07	6.48	72.55
Junior Planner	22.00	38.57	5.94	66.51
Marketing Assistant	26.50	46.46	7.16	80.11
Marketing Coordinator	34.13	59.83	9.22	103.18
Office Administrator	28.86	50.59	7.79	87.25
Operations Manager	101.77	178.41	27.48	307.66
Owner's Representative	96.85	169.79	26.15	292.79
Planner I	32.60	57.15	8.80	98.55
Planner II	37.17	65.16	10.04	112.37
Planner III	47.19	82.73	12.74	142.66
Planner IV	55.51	97.31	14.99	167.81
Principal Consultant	250.00	438.28	67.50	755.78
Programmer II	26.83	47.04	7.24	81.11

Project Accountant	34.81	61.03	9.40	105.23
Project Controls Specialist	40.56	71.11	10.95	122.62
Project Coordinator	29.80	52.24	8.05	90.09
Project Delivery Officer	80.00	140.25	21.60	241.85
Publications Specialist II	29.97	52.54	8.09	90.60
Publications Supervisor	44.15	77.40	11.92	133.47
Regional Division Manager	99.93	175.19	26.98	302.10
Resident Engineer	60.59	106.22	16.36	183.17
Scientist I	30.43	53.35	8.22	91.99
Scientist II	38.03	66.67	10.27	114.97
Scientist III	46.10	80.82	12.45	139.36
Scientist IV	51.01	89.43	13.77	154.21
Senior Administrative Assistant	26.26	46.04	7.09	79.39
Senior Construction Manager	90.00	157.78	24.30	272.08
Senior Consultant	315.00	552.23	85.05	952.28
Senior Contract Administrator	48.43	84.90	13.08	146.41
Senior Cultural Resources Specialist	50.00	87.66	13.50	151.16
Senior Designer	61.84	108.41	16.70	186.95
Senior Electrical Designer	64.15	112.46	17.32	193.93
Senior Electrical Engineer	79.38	139.16	21.43	239.97
Senior Engineer	95.00	166.54	25.65	287.19
Senior GIS Analyst	39.42	69.11	10.64	119.17
Senior Graphic Designer	44.17	77.43	11.93	133.53
Senior Hydrogeologist	67.49	118.32	18.22	204.03
Senior Marketing Coordinator	49.68	87.09	13.41	150.19
Senior Planner	90.00	157.78	24.30	272.08
Senior Project Accountant	41.41	72.60	11.18	125.19
Senior Project Controls Specialist	49.61	86.97	13.39	149.98
Senior Project Coordinator	33.03	57.90	8.92	99.85
Senior Scientist	75.00	131.48	20.25	226.73
Senior Surveyor	60.00	105.19	16.20	181.39
Senior Systems Administrator	57.81	101.35	15.61	174.77
Senior Technical Editor	50.00	87.66	13.50	151.16
Senior Vice President	145.10	254.37	39.18	438.65
Surveying Supervisor	72.12	126.43	19.47	218.03
Surveyor I	28.00	49.09	7.56	84.65
Surveyor II	38.37	67.27	10.36	116.00
Surveyor III	47.00	82.40	12.69	142.09
Technical Aide	27.63	48.44	7.46	83.53
Technical Editor	32.33	56.68	8.73	97.74
Technical Lead	40.58	71.14	10.96	122.68
Vice President	104.23	182.73	28.14	315.10
Water Solutions Division Manager	76.54	134.18	20.67	231.39

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D-1 without prior written consent of the City.

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agree to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

## **Exhibit F - Title VI Assurances Appendix A & E**

### **APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **Exhibit G**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Redmond
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_ whose address is

\_\_\_\_\_ and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

# Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

**Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

**Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

**Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

**Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<del><a href="#">Exhibit B</a></del>	<del>DBE Participation</del>
<a href="#">Exhibit C</a>	Preparation and Delivery of Electronic Engineering and Other Data
<a href="#">Exhibit D</a>	Prime Consultant Cost Computations
<a href="#">Exhibit E</a>	Sub-consultant Cost Computations
<a href="#">Exhibit F</a>	Title VI Assurances
<a href="#">Exhibit G</a>	Certification Documents
<del><a href="#">Exhibit H</a></del>	<del>Liability Insurance Increase</del>
<a href="#">Exhibit I</a>	Alleged Consultant Design Error Procedures
<a href="#">Exhibit J</a>	Consultant Claim Procedures
<a href="#">Exhibit K</a>	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name: Gina Parenteau  
 Agency: Perteet, Inc.  
 Address: 2707 Colby Avenue, Suite 900  
 City: Everett State: WA Zip: 98201  
 Email: [gina.parenteau@perteet.com](mailto:gina.parenteau@perteet.com)  
 Phone: (425)252-7700  
 Facsimile: (425)339-6018

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/ONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the "task order request," the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

## Exhibit "D"

Perteet, Inc.  
 2707 Colby Avenue, Suite 900  
 Everett, WA 98201  
 Negotiated Hourly Rate Sheet  
 City of Redmond - Transportation Planning & Engineering On-Call Services

Job Classification	Overhead:		Fixed Fee:	
	Direct Labor (DL)	Overhead % (OH x DL)	Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing
Principal	97.19	190.96	27.07	315.22
Sr. Associate	82.50	162.10	22.98	267.57
Sr. Engineer/Manager	70.00	137.54	19.50	227.03
Lead Engineer/Manager	60.00	117.89	16.71	194.60
Cultural Resources Manager	54.00	106.10	15.04	175.14
Cultural Resource Specialist	35.70	70.14	9.94	115.79
Lead Ecologist	47.00	92.35	13.09	152.44
Project Engineer/Engineer 3	41.00	80.56	11.42	132.98
Engineer 2	38.00	74.66	10.58	123.25
Engineer 1	35.00	68.77	9.75	113.52
Lead Planner	44.50	87.43	12.39	144.33
Planner 3	44.00	86.45	12.25	142.71
Planner 2	43.00	84.49	11.98	139.46
Planner 1	30.50	59.93	8.49	98.92
Lead Tech/Designer	52.00	102.17	14.48	168.65
Technician 3	36.00	70.73	10.03	116.76
Technician 2	25.00	49.12	6.96	81.08
Technician 1	24.15	47.45	6.73	78.33
Sr. Construction Technician	42.50	83.50	11.84	137.84
Construction Tech 3	36.00	70.73	10.03	116.76
Construction Tech 2	35.00	68.77	9.75	113.52
Construction Tech 1	28.00	55.01	7.80	90.81
Construction Engineer 3	48.00	94.31	13.37	155.68
Construction Engineer 2	35.00	68.77	9.75	113.52
Construction Engineer 1	32.50	63.86	9.05	105.41
Sr. Construction Observer	55.00	108.06	15.32	178.38
Construction Observer 3	48.54	95.37	13.52	157.43
Construction Observer 2	35.00	68.77	9.75	113.52
Construction Observer 1	25.00	49.12	6.96	81.08
Electrical Construction Observer	56.00	110.03	15.60	181.62
Sr. Construction Manager	58.00	113.96	16.15	188.11
Construction Manager	50.00	98.24	13.93	162.17
Construction Engineering Manager	64.00	125.75	17.82	207.57
Construction Supervisor	84.00	165.04	23.39	272.44
Network Specialist	34.00	66.80	9.47	110.27
Controller	55.00	108.06	15.32	178.38
Contract Administrator	63.22	124.21	17.61	205.04
Accountant	43.50	85.47	12.11	141.08
Administration/Clerical	30.00	58.94	8.36	97.30
Marketing Manager	55.00	108.06	15.32	178.38
Marketing Coordinator	37.00	72.70	10.30	120.00

Direct (Non-Salary) Reimbursable Expenses

GIS/Traffic Modeling	\$15 per hr.
Color Copies	\$.80 ea.
Mileage	@ current federal rate
Authorized Subconsultants	At Cost

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
  
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
  
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Exhibit G**  
**Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_ whose address is

\_\_\_\_\_ and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

## Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Consultant Claim Procedures

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title	
Description of Work	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

Exhibit A	Scope of Work
<del>Exhibit B</del>	<del>DBE Participation</del>
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures
Exhibit K	Option for Renewal

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Josh Mueller  
 Agency: City of Redmond  
 Address: 15670 NE 85th St, MS: 4SPL  
 City: Redmond State: WA Zip: 98052  
 Email: [jmueller@redmond.gov](mailto:jmueller@redmond.gov)  
 Phone: 425-556-2461  
 Facsimile:

If to CONSULTANT:

Name:  
 Agency:  
 Address:  
 City: State: Zip:  
 Email:  
 Phone:  
 Facsimile:

#### IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

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

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## VII. Employment and Organizational Conflict of Interest

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

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

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

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

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



### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

See Exhibit A-1, attached

Project No.

## Exhibit A-1

### Scope of Work

#### Scope of Work for On-Call Services

Scope of Work. The CONSULTANT/CONTRACTOR has been retained to perform services for the CITY on an on-call basis during the term of this Agreement. By "on-call basis" it is meant that CONSULTANT/CONTRACTOR agrees to make itself available and to assign sufficient personnel to perform the services called for in this Agreement when and to the extent that the CITY requests the CONSULTANT/CONTRACTOR to do so. The specific on-call services to be provided are described as follows:

#### A. Description

This agreement is a non-exclusive continuing contract to provide on-call transportation planning and engineering services for the City of Redmond. The CONSULTANT/CONTRACTOR will serve as a partner to the CITY in order to expand the capability of Redmond staff in providing specialized transportation planning and engineering related services in support of projects for the community.

#### B. General Scope of Services

Tasks fall into specific categories and may include, but are not limited to the following:

##### *Bicycle Facilities Design & Analysis*

- Prepare engineering plans, specifications and cost estimates (PS&E) for bicycle and related non-motorized facilities
- Provide preliminary engineering and design (PE/Design) for bicycle facilities projects
- Conduct bicycle corridor alternatives analyses and bicycle facility feasibility studies
- Assist City staff in revising design guidance, standard details and specifications to meet the latest best practices in urban and neighborhood bike facilities design
- Assist City staff in reviewing bicycle facilities designed by others in existing capital transportation projects

##### *Traffic Engineering Studies*

- Conduct traffic studies, corridor analyses, alternative analyses and feasibility studies
- Assist City staff in reviewing historical studies prepared by others

##### *Traffic Modeling*

- Provide transportation modeling and analysis services for the City
- Assist in researching, updating, or implementing transportation fees, policies, or performance measurement procedures

##### *Transit Planning & Design*

- Conduct multimodal network analysis
- Analyze multimodal transportation access, circulation, bus layover, parking needs, and site amenities at high-capacity transit centers and stations
- Conduct transit routing analysis and transit speed & reliability studies
- Perform research and analysis for transit oriented development planning



## *Transportation Engineering*

- Prepare PS&E for transportation and traffic engineering projects
- Provide PE/Design for transportation and traffic engineering projects
- Prepare bid documents for transportation projects
- Provide right-of-way and topographic surveying and mapping related to transportation projects
- Assist City staff in project management of major transportation projects
- Assist City staff in revising urban street and green street design guidance, standard details and specifications to meet the latest best practices
- Assist City staff in reviewing existing capital transportation projects designed by others
- Assist City staff at public outreach meetings including preparation of display materials and program documentation for on-site display and Web distribution/access.

### **Task Order Administration:**

#### **A. Period of Performance and Contract Value**

This Consultant Agreement shall remain in effect until August 31<sup>st</sup>, 2023. Any work authorized by task order before August 31<sup>st</sup>, 2023, may continue until the completion date designated in the task order, but in no event shall continue beyond August 31<sup>st</sup>, 2023.

At the City of Redmond's option, the contract may be extended for an additional two-year term based on the CITY'S need for continued services and CONSULTANT/CONTRACTOR'S performance.

The maximum value of this contract will not exceed two hundred thousand dollars (\$200,000) for the duration of the contract; however there is no guarantee that the CITY will expend the entire value of this contract. Specifically, the CITY does not guarantee that the CONSULTANT/CONTRACTOR will receive a specified volume of work, a specific total contract amount, or a specific task order value. The value of the contract could potentially be increased through supplemental agreements. The work will be conducted through task orders for specific pieces of work.

#### **B. Consultant Resources and Time**

Specific work under this contract will be performed on a task order basis consisting of individually negotiated task orders. Each task order will provide a specific scope, budget and schedule of the services required.

The CONSULTANT/CONTRACTOR will be expected to respond on short notice to requests for technical services to resolve urgent task orders. Consultant task orders will be coordinated with on-going work being performed by the CITY.

#### **C. Task Order Process**

1. For each individual task order, the project manager will issue a written verbal "Task Order Request" to the CONSULTANT/CONTRACTOR. The task request will describe the nature and extent of the project, its scope & preliminary schedule.



2. Within five (5) calendar days of the time frame specified in the “task order request,” the CONSULTANT/CONTRACTOR will prepare a proposal that includes an applicable scope of work, schedule, and fees as well as identify key staff assignments and potential subconsultants.
3. The CONSULTANT/CONTRACTOR and project manager will determine the detailed scope of work, project schedule consultant fee, and other project management details.
4. The project manager will provide a final approval of the task order with a signed task order sheet.
5. The CONSULTANT/CONTRACTOR will be paid on the basis of approved monthly invoices. Task orders will be invoiced in a manner to allow costs to identified by work performed under separate task orders.

The project manager will issue a written task release when work on a specific task order is complete and final payment for that task is authorized.



# **Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D

Transmission: FTP, CD, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Scope of Work Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency furnish services and information outlined in Scope of Work Exhibit A.

II. Any Other Electronic Files to Be Provided

Excel spreadsheets  
Word documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip files, Word, Excel, CAD

**Exhibit D**  
**Prime Consultant Cost Computations**

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See Exhibit D-1, attached

**EXHIBIT D-1  
CONSULTANT FEE DETERMINATION**

Project Name: Transportation Planning and Engineering On-Call Consultant Services

Project Number: N/A

Consultant: Toole Design Group, LLC

Negotiated Hourly Rates

Revised 11/20/2018

<b>Classification</b>	<b>Direct Rate</b>	<b>Overhead 157.40</b>	<b>Fee (Profit) 27%</b>	<b>Fully Loaded Rate</b>
Principal in Charge	\$94.82	\$149.25	\$25.60	\$270
Engineering Lead	\$76.45	\$120.33	\$20.64	\$217
Senior Engineer	\$61.55	\$96.88	\$16.62	\$175
Project Engineer	\$54.02	\$85.03	\$14.59	\$154
Engineer II	\$42.00	\$66.11	\$11.34	\$119
Engineer	\$31.61	\$49.75	\$8.53	\$90
Planning Lead	\$72.80	\$114.59	\$19.66	\$207
Senior Planner	\$61.93	\$97.48	\$16.72	\$176.13
Project Planner	\$45.15	\$71.07	\$12.19	\$128.41
Planner II	\$38.59	\$60.74	\$10.42	\$109.75
Planner	\$31.80	\$50.05	\$8.59	\$90.44
Urban Designer	\$44.72	\$70.39	\$12.07	\$127.18
Landscape Architect	\$35.44	\$55.78	\$9.57	\$100.79
Designer	\$31.36	\$49.36	\$8.47	\$89.19
GIS Specialist	\$28.94	\$45.55	\$7.81	\$82.31

Notes – 1. Overhead rate changes annually  
 2. Escalation occurs on or about February 1, annually  
 3. Additional classifications may be added during the contract term

**Sub-consultant Cost Computations**

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

If the AGENCY and CONSULTANT agree to a subcontracting arrangement per section VI "Sub-Contracting", sub-consultant costs shall be negotiated and agreed to by the AGENCY and the CONSULTANT in advance of any work to be performed by the sub-consultant.

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
  
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
  
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
  
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# **Exhibit F - Title VI Assurances Appendix A & E**

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# **Exhibit G**

## **Certification Document**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

### Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

\_\_\_\_\_ whose address is

\_\_\_\_\_ and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and \_\_\_\_\_

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

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Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

**Step 5 Forward Documents to Local Programs**

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

## Consultant Claim Procedures

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

# Transportation Planning and Engineering On-Call Services

## Exhibit K – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





# Traffic Data Gathering and Analysis

Prepared by IDAX Data Solutions



## Proposal—Redmond—Traffic Data Gathering and Analysis

Dear Josh,

IDAX understands the importance of quality data and the effect that it has in shaping the communities around us. Since 2013, IDAX has built a reputation for providing top notch customer service, data transparency, quick study turnarounds, and doing whatever is necessary to get the job done professionally and correctly. We believe we possess everything necessary to successfully collect any and all data for the City of Redmond for this On-Call contract. These qualifications include:

### **Data Collection Experience**

Since 2013, IDAX has collected a wide range of traffic data including turning movements, pneumatic tube counts (volumes, speeds, classification, and gap), travel-time, origin-destination, ped/bike, parking, and curbside utilization data. With experienced project managers, a proprietary project management web-based application, and a large technician team based in Renton, we are optimally suited to handle each of the tasks outlined in the City of Redmond's scope.

### **Customer Service**

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City what they need and make the experience as seamless as possible for City staff.

### **Redmond-Specific Experience**

Since we've been under contract since 2015, IDAX has a strong familiarity with the Redmond community. Our experience working within the right-of-way provides us with an understanding of the network and travel patterns to work more efficiently throughout the City as we are privy to corridors that draw safety concerns, locations that cause continuous equipment malfunctions, and carry a great relationship with the staff of the City.

### **Responsiveness**

Depending on the number of requested locations, and given significant lead-time IDAX has the capability of deploying large scale studies, including up to a 40 TMC's and/or 50 Tube counters simultaneously. For jobs that do not require that level of volume, we can guarantee deployments within 48 hours of NTP, but generally are able to deploy within 24-hours. Upon completion of all studies, IDAX has the ability to turn completed data around within 48-hours and all jobs are invoiced immediately after data delivery.

IDAX is excited for the opportunity to submit this proposal to the City of Redmond for this On-Call Project. We believe that we have the resources, experience, equipment, and understanding to provide the City with complete, high-quality data for all of their unique project needs. On the following pages you will see our proposed costs, some brief approach and methodology information for the most common data requests from the City, a brief explanation on a unique value-add that would be included at no charge in this contract, as well as a few references.

If you have any questions or need any additional information on our qualifications or pricing, please feel free to contact us at any time.

Sincerely,



**Kyle Campbell** | Operations Manager

 **DATA SOLUTIONS**

[kyle.campbell@idaxdata.com](mailto:kyle.campbell@idaxdata.com)

(425) 213-7345

[www.idaxdata.com](http://www.idaxdata.com)

# Firm Profile

In an increasingly connected world, IDAX applies the most advanced techniques for transportation data acquisition and aggregation. We develop effective solutions for clients with existing and future mobility challenges such as traffic management, parking congestion, multimodal transportation operations, and intelligent transportation system management. We work with latent and advanced data feeds to provide customers with access to data, performance metrics, and reporting dashboards through cloud hosted solutions and applications. IDAX also works with clients, both public and private, to integrate data feeds into effective reporting solutions that help clients better understand their present and future transportation challenges.

IDAX was incorporated in 2013 and is led by a team of accomplished industry experts. Our team’s experience includes an eclectic group of individuals with experience in data acquisition, engineering and planning, data science, and software development. Our goal is to apply efficient and creative solutions to cost-consciously collect and organize data that can be utilized to help solve transportation challenges. IDAX uses the latest data acquisition technologies and partners with technology leaders to acquire data and deliver it accurately, economically, and in consumable formats. When working with data, we understand each client’s needs are different and will customize our approach to aggregation and integration of data based on the requirements of individual goals.



# IDAX Qualifications and Experience

IDAX employs the values of Innovation, Passion, Opportunity, and Transparency. We have worked with over 100 cities in the Western United States on similar contracts, and are dedicated to delivering high quality data and superb customer service. Our key qualifications for similar projects include:



### Flexible, Common-Sense Scoping

IDAX has years of experience scoping similar projects and has seen what works and what does not with regards to setting up and conducting studies. Our goal is to make the process as seamless and efficient as possible. We will use our expertise to help make the right decisions to ensure successful deliverables and high quality data.



### Multi-modal Video & Pneumatic Tube Collection Experience

IDAX has collected a wide range of multi-modal video observations and average daily traffic counts which include speed and classification data. With experienced project managers, a proprietary project management web based application, and a large technician team, we are optimally suited to handle large scale data collection needs.



### Travel Time/OD Collection Experience

By utilizing industry leading Bluetooth readers and GPS Probe Data sources, IDAX has the capability and experience to understand exactly how and where vehicles are navigating throughout our street networks. Depending on your data needs, IDAX will provide methods tailored to your project to help generate smarter and more effective data driven decision making.



### Traffic Safety

Partnering with safety analytics experts, IDAX has the ability to provide powerful resources to understand intersection safety in our communities. By utilizing analytics, our partners are able to determine near misses, speeding through intersections, red light running, and crash predictions.



### Data Warehousing

When your data is complete, organized, and easily accessible, it becomes a huge asset. We've developed a powerful yet easy-to-use data warehousing solution for clients who want to start implementing their long-term data strategy. Despite its simple name, a warehouse isn't just a database - it's a clean, orderly foundation on which data analytics can be built more effectively than ever before.

# Turning Movement Counts (Including Pedestrians & Bicycles)

Our team has a vast amount of experience with industry-leading equipment and the proper ways to deploy it in order to accurately collect Turning Movement Counts. We only utilize the highest quality video collection units and the best reduction techniques and partners to accurately record and process the data. Our cameras lead the industry for outdoor video collection for a variety of reasons including:

- All weather-proof devices
- Long battery life (up to one week)
- Camera elevation (up to 21 feet, minimizes camera blockage)
- All weather-proof devices
- Long battery life (up to one week)
- Camera position (up to 21 feet, minimizes camera blockage)
- Video storage capacity
- Open format video recording for easy file transfer.



Cameras for Turning Movement Counts are deployed by field crew teams of 2 technicians, for safety and efficiency. The technicians are responsible for taking copious notes for each deployment to ensure proper collection and reduction later at the office. The technicians are also expected to note clearly at each site the date of the count, weather conditions, street names, and any observed traffic conditions that may impact the count whether at the time of deployment or breakdown.

Once the video is back at the office, IDAX determines the best method for reduction based on the type of data that is being requested as well as the estimated volumes of the intersections. Before counting, each video is reviewed to ensure that all movements are clearly visible, there is no glare, or the camera was not moved during the count. Then of course the video is stored for up to 3 months or in this case, made available to the City.

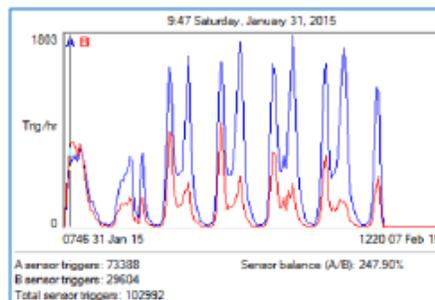
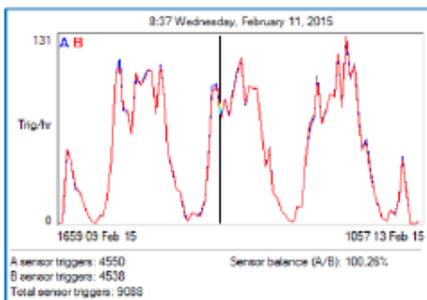
# Pneumatic Tube Counts (Volume, Class, Speed, Gap)

IDAX uses Metrocount equipment and software. The Metrocount MC5600 Portable Tube Classifier (of which IDAX currently owns over 200 units) stores every axle hit and then uses MTExecutive software to provide outputs of speed, classification, volume, and gap data. This is an incredibly reliable counter in the field and we have yet to experience any data-loss as a result of a faulty box.

What separates Metrocount from the rest of the tube count vendors is the software. MT Executive is an incredibly robust software package that not only allows for a multitude of reporting formats, but several QA/QC assurances of the tube collection prior to any final reporting.

What separates IDAX from other vendors is that we ALWAYS use 2 tubes for volume counts. Where others will use one tube then a factor to estimate volumes, IDAX classifies the vehicles in order to give a true volume. Two-tube sets also allows for Metrocount's unique in-field QC system shown in the diagram below.

Our technicians are able to download data in the field (while not interrupting the study) to determine successful collection. An example of an acceptable collection can be seen below left where both sensors are receiving the same number of hits. This is compared with a failed collection (below right) where one sensor clearly had fewer hits than the other. This could be due to a faulty sensor or water in the tubes in the case of a low count, or a slightly offset tube for a potential over-count--any of which would not be easily caught with a 1-tube layout and could result in flawed data. IDAX proudly offers to share all raw-tube data that cannot be changed in any way to show the counts were successful.



## Site Pictures for Speed Studies

IDAX realizes the importance of accurate placement of speed studies. Understanding exactly where the City would like to see the tubes is paramount, and in order to document proper placement IDAX always takes a picture of each site with a clear reference of exactly where the tubes were placed.



# Travel Time and Origin/Destination

IDAX has multiple ways to collect travel time data and origin-destination surveys. Travel time studies are conducted by capturing unique mac addresses from devices through either Bluetooth or Wi-Fi capture (IDAX has collectors for both technologies and depending on the study, will make a recommendation on the more appropriate technology). Bluetooth collectors capture unique Bluetooth identifier information from discoverable devices such as automobiles, smart phones, GPS navigation units or wireless headsets passing within range. In addition to the unique Bluetooth identifier, the units also attach a date, timestamp, signal strength, and location identifier.

Origin-destination surveys are completed using Bluetooth units and License Plate Readers (LPR). Bluetooth can capture 10% - 20% of the traffic stream. LPR captures over 80% of the traffic stream using video and can be classified by vehicle type. Data collected from multiple devices can be combined into a single project allowing the evaluation of the origin of travelers and their destination or exit points throughout a specific study area. Data collected for origin-destination studies can be filtered and reported in a variety of graphs or tables, and will continue to update as long as the project continues.



## Nighborhood Cut-Through Studies

For neighborhood Origin/Destination Cut-Through Studies, IDAX employed License Plate Readers. Due to the lower volumes in these studies, the sample method (from Bluetooth or WiFi) does not provide the level of accuracy needed. IDAX deploys high speed, high resolution, infra-red cameras in order to capture license plates at selected locations in and around a study neighborhood and then analyzes each vehicle to determine the true cut-through rate.

## Gap Studies

IDAX has two methods for gap studies. On roadway segments, tubes can be used to accurately collect directional gaps. Metrocount tube counters and software (described above) has software specifically built for gathering and reporting gaps in any increments that the client needs. We are able to therefore customize the reports to line up with either what the city has collected in the past, or any binning that is required.

Another method to collect gap information is using video to record the location and reduce that data either manually (using video timestamps) or analytically to collect the gap data. This method is used at or close to intersections where there are not consistent free-flow conditions and thus tubes are not ideal.



## Floating Vehicle Travel Time Surveys

IDAX can conduct floating car studies when more detailed information is required, such as delay time, stop time, and travel time broken out by specific segments. Our on-board hands-free GPS devices allow the technician to focus only on driving and thus ensuring safety, and eliminating the need for a second tech in the vehicle. This method also eliminates human error and gives very detailed information by capturing accurate GPS points every second.

# Quality Control and Assurance Process

## PROJECT SPECIFIC QA/QC MANAGEMENT PLAN

At IDAX, we pride ourselves in the quality of the data that we deliver. We employ numerous quality control/quality assurance measures across each of the data collection tasks that we offer. From the training of technicians to make sure that field setups are conducted to the highest specifications, to the final quality control (QC) tests on the data itself, you can be assured that each location will be collected and delivered to the highest level of accuracy possible. If any step of the process is interrupted or fails, the count will be recollected until all QC measures are met.

We have prepared this project specific QC management plan to document the personnel and procedures that will be utilized by IDAX (Consultant) throughout the collection process to ensure quality and reduce the potential for errors or omissions prior to data delivery. Quality assurance and quality control for this project (like all other IDAX projects) is a team effort and measures are in place at every team level. Tasks will be broken out by teams as follows:

## COORDINATION TEAM ROLE & RESPONSIBILITIES

- **Scheduling** - All projects are scheduled on our proprietary project management application, Kapturrit. Once all sites are scheduled for deployment, a shareable link will be sent to the client to confirm that the placement of each location is in the right location. If there is any ambiguity in the site description, IDAX will address it during this time.
- **Field supervision** - With Kapturrit, our team has the ability to understand the exact placement of our equipment and track technicians progress to ensure efficiencies are being met. Each data point entry into Kapturrit is recorded with a timestamp.
- Organization of raw data files
- **QA/QC of Field App** - Understanding the exact location that our equipment is located helps tell a story shall questions arise within the data.
- **Safety coordination** - Any challenging or difficult sites that could pose a safety risk are brought to the attention of field staff. A plan of where to park and set the equipment is established prior to going into the field.

## FIELD TEAM - SETTING, MONITORING, AND PICK UP OF FIELD HARDWARE

- **Initial QA/QC of sets** - After setting up the equipment, our field technicians verify that all movements are captured within an intersection or that sensors on the tube counters are firing appropriately before leaving each site.
- **Initial QA/QC of raw data files** - Whenever our field staff checks or picks up the data, it is downloaded instantly to ensure quality is being met. If the report comes back skewed, our equipment is reset immediately and our client is notified.
- Point of entry for Field App
- Point of contact with Processing team to note schedule and field conditions

## DATA PROCESSING TEAM ROLE & RESPONSIBILITIES

- **Ensuring the quality of the raw-data files** - Once the data is back from the field our processing team reviews the A/B charts to understand if the tubes are firing within a +/- 5% margin of error within each other.
- Processing final formats from raw-data files
- **Initial QA/QC of final reports**—ensuring that there are no gaps in the dataset, volumes are balanced throughout the duration of the study and speeds align with the study corridor
- Handoff to Final QA/QC Team

## FINAL QA/QC ROLE & RESPONSIBILITIES

- Complete the final QA/QC of all deliverable data
- Ensuring correct file naming
- Ensuring correct GPS coordinates have been collected
- Performing quality assurance checks of the data itself

# Team Overview

The IDAX team is comprised of highly qualified transportation professionals who will ensure that your experience is nothing less than excellent. We value the Integrity of our work, we hold ourselves accountable for providing high quality reporting, and we pride ourselves on open, transparent, timely communication. Our team understands that data collection is an integral part of planning for the growth of our communities and we will work closely with the City of Redmond to build a comprehensive plan so that your team will get the data you need, on time, and within budget.

## Our Communication Methodology

Customer Service, responsiveness, and professionalism are paramount in IDAX philosophy. Emails are responded to within an hour, phone calls are answered, and communication is clear and efficient. Our goal is to get the City of Redmond what they need and make the experience as seamless as possible for all staff. By tuning into our proprietary application, the City will have the ability to track our progress as we deploy and pick up locations, understanding exactly where our sets are at all times.

## Key Staff

### Kyle Campbell (Operations Manager, Coordination, Quality Control) - 55% Available

Kyle (Operations Manager) obtained a BA in Geography with a specialization in GIS at Central Washington University in 2014. His experiences in GIS have given him powerful analytical and quality control skills within the transportation industry. As a manager for 6 years at IDAX, he's been part of multiple city-wide collection and on-call efforts throughout the western region of the United States. Including, but not limited to county-wide collection efforts in Benton-Franklin County (2016, 2018, 2020) with 600+ 3-day tube counts and Yakima Valley (2020, 2021) with 200+ 7-day tube counts. He has also been managing on-call contracts and services with the City of Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2015.

### Alex Gayte (Project Manager, Coordination, Data Processing, Quality Control) - 75% Available

Alex (Project Manager) joined IDAX in 2018 and over the last 3 years has quickly taken up multiple roles and responsibility in managing traffic data collection projects. He has successfully completed countless large-scale deployments across the northwest including the City of Tacoma (2018) - 211 24-hour tube counts, City of Bothell (2019) - 104 3-day tube counts, and has been the Project Manager for Benton-Franklin Conference of Governments 600+ 3-day tube counts for 2018 and 2020 efforts. Alongside Kyle, he has been working closely with Redmond, Seattle, Bellevue, Mercer Island, and Covington since 2018. Alex focuses on delivering the best possible client services and he will continue to use his analytical skills to bring accurate and comprehensive data forth to the City.

### Mark Skaggs (Quality Control) - 20% Available

Over the past 20 years, Mark (COO) has established excellent rapport and strong relationships with clients ranging from cities, counties, private companies, and real estate developers across the western region of the United States. Mark has personally conducted and managed countless ADT counts, speed studies, turning movement counts, as well as travel time studies, parking studies, and origin-destination studies. Mark uses a variety of methodologies, and utilizes the latest technologies to conduct efficient studies best suited to the unique needs of each client. As a project manager, Mark has supervised thousands of projects involving ten or more locations. His diverse project experience, attention to detail, and his perspective on best practices gained from working in the field allow Mark to conduct studies efficiently, while maintaining a high level of customer service.



# Redmond's New Data Storage Solution

It has become ever more important to understand, organize, and standardize the vast amounts of transportation and mobility data currently available. Beyond data storage, easily accessible and robust reporting is imperative to understand the changing needs of transportation networks.

IDAX has created a data platform that will allow Redmond to access count data collected as part of this project. Within the IDAX platform, users will have access to a properly-governed data warehouse via both API and web interface. Users will be able to cater reports to reflect data in their preferred format or a uniform document that can be distributed across departments. With access to the IDAX platform, users will be able to easily access volume data to help make more informed and data-driven decisions.

Access will be provided to an unlimited number of users within the City at **no cost for the duration of the contract**. Additional data feeds that could be ingested and stored within the warehouse beyond this project scope including historical counts, travel times, transit data, and additional volume data among others.

Streets	Client	Study	Data Source	Date(s)	Interval(s)
● Northeast Union Hill Road; Avondale Road	Redmond	00947	Turning Movement Counts	2020-10-21	

Export Options		Type	Size	Download
25_Avondale_UnionHill.xlsx		Excel File	47 KB	⬇️
UHR-AVR_AM.pdf		PDF File	100 KB	⬇️
UHR-AVR_AM.xlsx		Excel File	62 KB	⬇️

Streets	Client	Study	Data Source	Date(s)	Interval(s)
● Cleveland Street	Redmond	18144	Tube Counts	2018-4-24	3-Day

Export Options		Type	Size	Download
CLES-164A-E2018-4-19_Class.xlsx		Excel File	54 KB	⬇️
CLES-164A-E2018-4-19_Speed.xlsx		Excel File	70 KB	⬇️
CLES-164A-E2018-4-19_Volume.xlsx		Excel File	59 KB	⬇️

- ⇒ You Can Store All Your Data in **ONE PLACE**
- ⇒ You Will Make it Simple for People to Access and Download files **INSTANTLY**
- ⇒ You Will **SAVE** Time and Money!

## In Conclusion

Josh,

We would like to thank you for the opportunity to propose on the 2021 Traffic Study Collection and Analysis Contract. We feel that we have the team, the equipment, and the experience to meet any and all of the City's data collection needs. We have valued our relationship with the City since our inception and we appreciate the opportunities that we have had to work with you. We hope to continue to be a preferred provider to the City of Redmond.

If there is anything else that you would like to see or discuss, please feel free to reach out at any time.

Sincerely,

*Kyle Campbell*

**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**Attachment A - Bid Submittal Sheet**

Company Name: Innovative Data Acquisition, LLC (IDAX) Contact Person: Kyle Campbell

Company Address: 1305 N 30th St

City: Renton, State: WA, Zip: 98056

Phone #: (425) 213-7345 Fax #: ( ) Email: kyle.campbell@idaxdata.com

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fully-burdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$ 100	\$ 22,500
2	Eight (8) hour turning movement counts	Each	25	\$ 340	\$ 8,500
3	Three (3) consecutive days of mid-block volume counts	Each	250	\$ 100	\$ 25,000
4	Seven (7) consecutive days of mid-block volume count	Each	50	\$ 225	\$ 11,250
5	Three (3) consecutive days of mid-block volume count with vehicle classification	Each	50	\$ 130	\$ 6,500
6	Speed and volume study	Each	100	\$ 130	\$ 13,000
7	Two (2) hour pedestrian/bicycle count	Each	50	\$ 65	\$ 3,250
8	Twelve (12) hour pedestrian/bicycle count	Each	20	\$ 320	\$ 6,400
9	Two (2) hour vehicle gap size study	Each	5	\$ 110	\$ 550



10	Eight (8) hour origination/destination study	Each	5	\$ 800	\$ 4,000
11	Travel time study	Each	30	\$ 260	\$ 7,800
12	24-hour video	Each	2	\$ 400	\$ 800
Subtotal					\$ 109,550.00
Sales Tax (10.1%)					\$ 11,064.55
Total Bid					\$ 120,614.55

**References:**

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. John Murphy, City of Bellevue, jmurphy@bellevuewa.gov, (425) 452-6967

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts, over 300 peak hour intervals of TMCs

2. Ashley Rhead, SDOT, ashley.rhead@seattle.gov, (206) 684-7577

On-Call Traffic Data Collection since 2013. IDAX has collected over 700 ADT and Speed counts, over 1500 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle count

3. Josh Mueller, City of Redmond, jmueller@redmond.gov, (425) 556-2461

On-Call Traffic Data Collection since 2013. IDAX has collected over 600 ADT Classifications counts, over 700 peak hour intervals of vehicle TMCs and Pedestrian/Bicycle counts, and over 50 travel time routes

City of Redmond Business License #: RED00056604 or \_\_\_\_ I/we agree to obtain upon award of this purchase.

Washington State Contractor's License Number: \_\_\_\_\_



Washington Unified Business Identifier (UBI): 603-311-262  
<http://bls.dor.wa.gov/file.aspx>

Employment Security Dept. Number: 486421-009

State Excise Tax Registration Number: 603-311-262  
<http://bls.dor.wa.gov/taxregistration.aspx>

Industrial Insurance Coverage: 381-381-02  
<http://bls.dor.wa.gov/industrialinsurance.aspx>

The bidder certifies that it is not disqualified/barred from working on any public works programs: Yes - KC  
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Yes - KC

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

Yes - KC

<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent:  Date: 6/14/2021



**IFB 10735-21**  
**On-Call Traffic Data Gathering and**  
**Analysis**

**Attachment B – City Standard Terms and**  
**Conditions**

**CITY OF REDMOND**  
**PURCHASE ORDER - TERMS & CONDITIONS**

THE FOLLOWING TERMS AND CONDITIONS are agreed to by the Supplier ("Seller") whose name appears on the face of this Purchase Order and The City of Redmond ("City"). Seller hereby acknowledges and agrees that these Terms and Conditions shall apply and are hereby incorporated into this purchase order, sales order, request for service, or other agreement between Seller and The City of Redmond under which Seller agrees to provide goods or services. This agreement shall be referred to herein as a "Purchase Order".

1. Independent Contractor - Seller acknowledges that its status vis-à-vis City is that of an independent contractor, not an employee. Seller shall be solely responsible for the operation of its business and the supervision and compensation of its employees (including without limitation the payment of all business, payroll, unemployment, property, and income taxes and workers compensation payments). The City shall not (a) have any right or obligation to control or direct the results of or the means by which Seller performs its services, (b) provide Seller with any employees, transportation, facilities, equipment or supplies, or (c) reimburse Seller for any of its expenses unless expressly agreed to by City in this Purchase Order.

2. Compliance & Governing Law - The seller shall at all times comply with all applicable state and local laws, rules, ordinances and regulations. This Purchase Order shall be governed by and construed according to the laws of the State of Washington.

3. Seller's Liabilities, Indemnification and Hold Harmless - Seller shall indemnify, defend (or at the City's option), pay the costs and attorney fees of the City incurred in defending, and hold the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all expenses, damages, claims or liabilities (including attorneys fees and costs) for injuries, or sickness or death to persons or damage to property, arising out of any act, error or omission of Seller, its officers, employees, agents, contractors, suppliers, licensees or invitees related to this Purchase order or the goods or services purchased hereunder, provided, however that

(a) Seller's obligation to indemnify, defend (or pay costs of defense) and hold harmless shall not apply to injuries, sickness or death of persons or damage to property which arises out of the sole negligence of the City, its elected or appointed officials, officers, agents, or employees; and

(b) regarding concurrent negligence, shall apply only to the extent of the negligence of seller, its officers, employees, agents, contractors, suppliers, licenses or invitees, and the City, its elected or appointed officials, officers, agents or employees.

If requested by City, Seller shall furnish to City a certificate of insurance showing that Seller carries adequate public liability and property damage insurance with insurers suitable to the City, in amounts acceptable to City, and adequate workers' compensation insurance (or evidence of authority to self insure). The failure by Seller to furnish such a certificate of insurance to City will not constitute a waiver of the requirement for such certificate or of any other provision on this Purchase Order.

Seller expressly waives its immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Seller's employees, and expressly agrees that the obligation to indemnify, defend and hold harmless extends to any claim, demand or action brought by or on behalf of any employee of Seller and includes any judgment, award or cost thereof, including attorney fees.

4. Acceptance - Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by Seller.
5. Prices, Terms and Invoices - The prices for the equipment and/or services ordered there under are those specified on the face of this Purchase Order. No charges shall be made for shipping, handling, delivery, taxes or other extras unless specified on this Purchase Order. Payment is contingent upon approval of the equipment and/or services by City. Subject to the foregoing, invoices will be paid within thirty days from receipt of equipment and/or the receipt of invoice for services performed or as specified on this Purchase Order.
6. Packing, Marking and Shipping - (a) Delivery shall be f.o.b. City's destination unless otherwise stated. Seller shall not be entitled to reimbursement of transportation charges unless specified on the face of this Purchase Order. If Seller is entitled to reimbursement of charges, such charges shall be added as a separate item on City's invoice and the receipted freight bill shall be attached thereto.  
(b) All shipments shall be marked and packed so as to secure the lowest transportation rates. Shipments shall be routed to the shipping address on this Purchase Order, or as otherwise instructed by the City. Seller shall reimburse City for all expenses incurred by City as a result of improper packing, marking or routing.  
(c) A packing slip shall accompany each shipment, enclosed in a package marked "Packing Slip Inside". The Packing Slip and other shipping documents shall bear this Purchase Order number and shipping destination.
7. Premium Shipments - If, because of Seller's failure to meet the delivery requirements of this Purchase Order, City finds it necessary to require shipment of any of the equipment covered by this Purchase Order by a different method of transportation than that originally specified, Seller shall pay the additional shipping, handling and other charges associated therewith.
8. Delivery and Shipping Releases - Delivery dates are specified on the face of this Purchase Order. If not so specified, Seller shall not fabricate any of the equipment covered by this Purchase Order, or procure any of the materials required for their fabrication, or ship any of such equipment to City except to the extent authorized by City in writing. City shall have no responsibility for equipment for which written delivery instructions have not been provided. Shipments in excess of those authorized may be returned to Seller at Seller's expense. City may from time to time change shipping schedules specified in this Purchase Order or contained in separate written instructions.
9. Inspection - All equipment and services provided under this Purchase Order shall be subject to inspection and testing by the City to the extent practical at times and places including the period and place of manufacture; if any such inspection or test is made on Seller's premises, Seller shall furnish without additional charge reasonable facilities and assistance for the safety and convenience of the persons conducting the test. If any equipment or services are defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to reject such equipment or services, retain and correct them at Seller's expense, or require their correction by Seller. Rejected equipment shall be returned to Seller at Seller's risk and Seller shall pay the City for all packing, handling and transportation expenses incurred in connection with the rejected equipment. Records of all inspection work by Seller shall be kept complete and available to the City during the performance of this Purchase Order and for such longer period as may be required by law.
10. WARRANTY - SELLER WARRANTS THAT THE EQUIPMENT COVERED BY THIS PURCHASE ORDER WILL CONFORM TO THE SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTION FURNISHED OR SPECIFIED BY CITY, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, MERCHANTABLE, OF GOOD MATERIAL AND WORKMANSHIP, AND FREE FROM DEFECT. SELLER WARRANTS THAT THE SERVICES, IF ANY, PERFORMED UNDER THIS PURCHASE ORDER WILL BE PERFORMED IN A

WORKMANLIKE MANNER, WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, AND FREE FROM DEFECT. THE WARRANTIES AND REMEDIES PROVIDED FOR IN THIS PURCHASE ORDER SHALL BE IN ADDITION TO THOSE IMPLIED BY LAW AND SHALL EXIST NOTWITHSTANDING THE ACCEPTANCE IN WHOLE OR IN PART BY CITY OF THE EQUIPMENT AND/OR SERVICES.

11. Patents - (a) Seller warrants that the equipment purchased by City under this Purchase Order, and the sale or use of such equipment, alone or in combination with City's other equipment according to City's specifications or recommendations provided to Seller, will not infringe upon any United States or foreign patents, agrees to indemnify and hold harmless City and anyone selling or using any of City's products or services against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Seller shall, upon request of City and at Seller's own expense, defend or assist in the defense of any action which may be brought against City or those selling or using any of City's products or services by reason of any such alleged infringement.

(b) Seller hereby grants to City an express license to repair, rebuild, and relocate and to have repaired, rebuilt and relocated the equipment purchased by City under this Purchase Order.

12. Liens - All equipment to be delivered under this Purchase Order and all property to be returned to City shall be free and clear of any and all liens and encumbrances whatsoever.

13. Taxes - Unless otherwise provided in this Purchase Order, Seller shall be responsible for the payment of all federal, state or local taxes of any nature which arise out of the sale of the equipment or the provision of services there under. Any taxes which are the responsibility of the City there under shall be prepaid by Seller and added as a separate item on the City's invoice.

14. Advertising - The Seller is prohibited, without first obtaining the written consent of City, from and in any manner advertising or publishing the fact that Seller has furnished or contracted to furnish City with the equipment or services in this Purchase Order, nor may Seller operate under or otherwise use the City name or any other trade name or assumed name used by City. Seller shall not disclose any of the terms of this Purchase Order to any third party except as provided by law and/or as may be required to perform there under.

15. Use - The equipment and services contracted for in this Purchase Order are to be for the use of the City, and/or its suppliers. All equipment contracted for may be subjected to further processes of manufacture, combined with any articles, or put to any use whatsoever, by City, or its suppliers, as it or they may elect, and in no event shall any claim for royalty or other additional compensation be made by Seller, by reason of such manufacture, combination or use.

16. Drawings, Specifications and Technical Information - Drawings, data, designs, inventions and other technical, engineering or scientific information supplied by City shall remain City property and shall be returned to City upon completion of this Purchase Order or upon demand. Any information which Seller may disclose to City with respect to the design, manufacture, sale or use of the items covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for such Purchase Order, and Seller shall not assert any claim (other than a claim for a patent infringement) against City by reason of City use thereof. The purchase price of this Purchase Order is, in part, consideration for any design work performed by Seller in connection with this Purchase Orders and incorporated in the equipment and services to be delivered there under. Seller shall not supply such design work to any other party without City's written permission.

17. City Property - Any property used by Seller but owned, furnished, charged to, paid for, or provided by City, including but not limited to materials, tools, dies, plates, jigs, patterns, fixtures, equipment and any replacements thereof, shall be the property of the City subject to removal and inspection by the City at any time without cost or expense to the City. All such property shall be used by Seller only for performance under this Purchase Orders and shall be adequately insured

for the City's protection. Seller shall assume all liability including loss of use for and maintain and repair such property and return the same to the City in good condition, reasonable wear and tear excepted.

18. Excusable Delays - (a) Neither City nor Seller shall be liable for delay in performance there under arising from (1) acts of God or a public enemy, (2) acts of the Government of the United States or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, (3) acts of any person engaged in subversive activity or sabotage, (4) fires, floods, explosions, or other catastrophes, (5) epidemics and quarantine restrictions, (6) strikes, slowdowns, lockouts or labor stoppages or disputes of any kind, (7) freight embargoes, (8) unusually severe weather, (9) delays of a supplier due to any of the above causes or events, or (10) causes or events beyond the control and without the fault or negligence of the City or Seller in failing to perform there under.

(b) In the event of a failure by Seller to perform arising from any of the causes or events set forth in subparagraph (a) of this paragraph, City shall be entitled to obtain equipment or services covered by this Purchase Order elsewhere for the duration of such failure and to reduce, pro tanto the quantity or amount of equipment or services ordered from Seller under all this Purchase Order. Upon cessation of the condition causing the delay in performance, all performance requirements shall resume, unless this Purchase Order has been terminated as provided in paragraph 21.

19. Changes - City may at any time, by written change order, make changes in (1) the drawings, designs, and/or specifications applicable to the equipment and/or services covered by this Purchase Order, (2) the method of shipment and packing and/or (3) the place of delivery. If any such changes affect the time for performance or the cost of manufacturing the equipment or furnishing the services, City shall make an equitable adjustment in the purchase price or the delivery schedule, or both, provided that any claim by Seller for adjustment under this clause must be submitted in writing to City within 30 days from the date of receipt by Seller of the notification of change. Seller shall not make any changes in the design or composition of any equipment ordered or services performed under this Purchase Order without the prior written approval of City.

20. Substitutions - No substitutions will be permitted unless mutually agreed to by both parties. Any such substitution shall be in writing and made prior to delivery. If any substitutions are permitted under this order, the market value of the substitute must be of equal or greater value.

21. Termination at Option of City - (a) Performance under this Purchase Order may be terminated by City at its option, in whole or in part at any time with written notice to Seller, notwithstanding the existence with respect to Seller of any of the causes or events specified in Paragraph 18 above.

(b) After receipt of a notice of termination Seller shall, unless otherwise directed by City, immediately terminate the performance of all services and the manufacture and/or shipment of all equipment under this Purchase Order, and shall, unless otherwise directed by City, (1) terminate all orders and subcontracts relating to the performance of the work and settle all claims arising out of such termination, subject to the approval or ratification of City; (2) transfer title and deliver to City (i) all completed equipment which conforms, in quality, to the requirements of this Purchase Order and does not exceed, in quantity, the amount authorized for production by City, and (ii) all reasonable quantities (but not in excess of amounts authorized by City) of work in process and materials produced or acquired to perform there under which are of a type and quality suitable for producing equipment which conforms to the requirements of this Purchase Order and which cannot reasonably be used by Seller in producing equipment for itself or for its other customers; (3) take all action necessary to protect property in Seller's possession in which City has or may acquire an interest; and (4) submit to City promptly, but not later than three (3) months from the effective date of termination, its termination claim, in the form and with the certification prescribed by City; provided, however, that in the event of failure of Seller to submit its termination claim within such period, City may determine notwithstanding the provisions of

subparagraph (c) hereof, on the basis of information available to it, the amount, if any, due Seller with respect to the termination and such determination shall be final. No termination claim will be paid where termination was due to a default in the part of the Seller.

(c) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation due Seller for such termination, City, in addition to making prompt payment of amounts due for equipment delivered or services rendered prior to the effective date of termination, will pay to Seller (without duplication) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, including the cost of discharging liabilities which are so allocable or apportionable. Such costs shall exclude the cost of discharging liabilities for parts, materials and services not received by Seller before the effective date of termination. Payments made under this subparagraph (c) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made.

(d) With the consent of City, Seller may retain at an agreed price or sell at an approved price any completed equipment, or any equipment, materials, work in process or other things the cost of which is allocable or apportionable to this Purchase Order under subparagraph (c) above, and will credit or pay the amount so agreed or received as City directs.

(e) The provisions of this paragraph 21 shall not apply if this Purchase Order is terminate by City for the default of Seller pursuant to paragraph 22 hereof.

22. Termination for Default of Seller - Subject to paragraph 18 above, whenever Seller (1) refuses or fails to make deliveries of the equipment or perform services called for in this Purchase Order within the time specified in this Purchase Order or in written instructions issued to Seller, or (2) otherwise defaults in the performance of this Purchase Order, City may terminate this Purchase Order, in whole or in part, effective ten (10) days after mailing of notice of default, unless Seller shall, within such period, cure such default.

23. Effect of Invalidity - The invalidity in whole or in part of any condition of this Purchase Order shall not affect the validity of other conditions.

24. Remedies - The remedies herein shall be cumulative, and in addition to any other remedies available in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision.

25. Modification of Purchase Order and Non-Assignment - This Purchase Order, together with any written instruction issued there under, contains the complete and final agreement between City and Seller and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon City unless made in writing and signed by the City's authorized representative. Except as provided in this Purchase Order, Seller shall not delegate in any manner to any other person the performance of any work or the supplying of any equipment or services under this Purchase Order. Seller may assign monies due and to become due under this Purchase Order, provided, however, that City shall be entitled to assert against the assignee thereof all rights, claims, and defenses of every type (including without limitation, rights of setoff, recoupment, and counterclaim), which City could assert against Seller, whether acquired prior or subsequent to such assignment.

26. Notice of Labor Disputes - (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order; Seller shall immediately give notice thereof and all relevant information to the City.

(b) Seller agrees to insert the substance of this clause, including this paragraph (b), in any subcontract (including any purchase order) there under as to which a labor dispute may delay the timely performance of this Purchase Order, except that each such subcontract shall provide that in the event any actual or potential labor dispute is delaying or threatens to delay timely performance, the subcontractor shall immediately notify its next higher tier subcontractor, or Seller, as the case may be, of all relevant information.

**City of Redmond, Washington**  
Purchasing Division, M/S: 3NFN  
15670 NE 85<sup>th</sup> Street  
PO Box 97010  
Redmond, WA 98073-9710

**IFB 10735-21**  
**Invitation For Bid**

**On-Call Traffic Data Gathering and Analysis**

*The City is currently seeking bids from a qualified firm to provide on-call traffic data gathering and analysis.*

**Posting Date: June 4, 2021**

**Bids Due: June 21, 2021 at 10:00AM (PST)**

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The City of Redmond, Washington requests interested parties to submit sealed bids for the above referenced Invitation For Bid (IFB).

**Scope of Work**

The City of Redmond (hereinafter referred to as the City) is currently extending an invitation for on-call traffic data gathering and analysis. Bids are to be completed on the Bid Pricing Submittal Sheet (Attachment A). The scope of work for the services is attached (Attachment C) and sample of work order and deliverables (Appendix 1) shall be incorporated into this IFB by this reference.

**Subcontracting:**

The City will not allow subcontracting of any kind to be performed on this work.

**Traffic Control**

The selected Contractor is responsible for Traffic Control costs. These include, but are not limited to, all costs for traffic control labor including installation and removal of all traffic control devices, flaggers, and spotters; all equipment, materials, and purchases of signs, traffic control devices (cones, barrels, barricades); and preparation and revision of temporary traffic control plans, and incidentals necessary to complete work.

Contractors are required to submit a Traffic Control Plan prior to work, to Tricia Thompson for review and approval. All traffic control plans must conform to the standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: <http://mutcd.fhwa.dot.gov/>. Traffic Control must also abide by City Specifications, which can be obtained from Yuri Bergeron, 425-556-2752, [ybergeron@redmond.gov](mailto:ybergeron@redmond.gov). Contractors are required to submit a Traffic Control Plan prior to work, to Yuri Bergeron for review and approval.

**Term and Conditions**



Any contract awarded as a result of this solicitation shall be governed by the requirements of this solicitation and the City's Standard Terms and Conditions (Attachment B). No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City. The initial term of any agreement issued from this solicitation is two (2) years with the City reserving the right to extend the contract one (1) additional two-year period. Should the City exercise the option to extend the contract, the City may discuss price adjustment. Any price adjustment will be in accordance with the Bureau of Labor Statistics, Occupational Employment and Wage, All Urban Consumers: Size Class B/C, Transportation Services ([data.bls.gov](https://data.bls.gov)).

### **Bid Due Date/Time**

**10:00AM (local time) on Monday, June 21, 2021.** The City of Redmond – Purchasing Division must receive bids no later than said date and time. Bids received after such time will be returned unopened. Bids must be emailed to the address below:

### **Bid Submittal Procedures**

- Bidders are to submit their bids in PDF format as an email attachment and send to [SecureBids@Redmond.gov](mailto:SecureBids@Redmond.gov) – note 25MB file size limit
- Email subject line to include: IFB 10735-21, [On-Call Traffic Data Gathering and Analysis], [Company Name]
- Email body to include the following:
  - Attached is [Company Name]'s proposal for the [On-Call Traffic Data Gathering and Analysis]
  - Bids due: 06/21/2021, 10:00 a.m.

By submitting a bid, Contractors acknowledge their satisfaction as to the size, scope and location of the work to be performed.

### **Bid Requirements & Format**

**A. Bid Submission:** The following items must be included in the submittal package to be considered complete and responsive.

- 1) A one (1) page cover letter
- 2) A narrative (no more than eight (8) pages in length), which shall contain:
  - a) A description of the firm and its available services
  - b) A description of the firm's ability to meet scope of work requirements, including quality control and assurance processes
  - c) Key staff and their level of availability and responsiveness to provide on-call services to the City
- 3) Completed Bid Pricing Submittal Sheet (Attachment A)

Bids shall be signed by an authorized authority and submitted on the Bid Pricing Submittal Sheet (Attachment A).

**B. Business License:** The Vendor is responsible for obtaining and maintaining a City of Redmond Business License ([Business Licensing | Redmond, WA](#)) for the duration of the contract.

**C. Right of Way Use Permit:** The Vendor will obtain appropriate Right of Way (ROW) use permits ([Right-of-](#)



[Way Use Permit | Redmond, WA](#)) and submit traffic control plans for review and approval prior to setting equipment for a given work order.

- D. Insurance:** Successful bidder will upon notification of award, provide a Certificate of Insurance and endorsement naming the City of Redmond as additional insured at not less than the following limits.

General Liability:

Bodily injury each occurrence: \$2,000,000

Property damage, each occurrence: \$2,000,000

Automobile Liability Limits:

Bodily injury each occurrence: \$1,000,000

Property damage each occurrence \$1,000,000

Workers Compensation:

Statutory limits

**Selection & Award**

It is the City's intent to award a purchase agreement to the Vendor, in City's opinion, that best meets the City's selection criteria. Selection criteria shall include, but not be limited to, billing rates and ability to perform quality work in accordance with the required response time. References may be checked as part of the evaluation process. The City of Redmond reserves the right to reject any or all submittals, and to waive any irregularities or information in the evaluation process. This IFB does not obligate the City to pay any costs incurred by respondents in preparation and submission of their proposals, or enter into a contract for expressed or implied services. The City reserves the right to make awards to multiple firms if it is in the best interest of the City. The City does not guarantee that once a contract is approved that work will be assigned to a firm. Specific services assigned under the on-call contract will be authorized by Task Order.

**Terms and Conditions**

The City reserves the right to amend terms of this IFB to circulate various addenda, or to withdraw the IFB at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- IFB 10735-21
- Attachment A, Bid Pricing Submittal Sheet
- Attachment B, City Standard Terms and Conditions
- Attachment C, Scope of Work
- Appendix 1, Sample Work Order
- Attachment D, Option for Renewal

Any forthcoming purchase order will be in accordance with City of Redmond Standard Terms and Conditions



(Attachment B) and the requirements of this solicitation. No changes or deviations from the terms set forth in this document are permitted without the prior approval of the City.

### **ERF Retiree Return-to-Work**

Consultant confirms that any staff or subconsultant staff that retired under a Washington State Department of Retirement Systems (DRS) covered plan and will perform work for the City of Redmond must be identified to the City before work commences, per WAC 415-02-325. Those individuals are subject to the same retiree-return-to-work (RRTW) rules as an employee paid through payroll. In addition, Consultant confirms that any staff or subconsultant staff under age 65 who retired using the 2008 Early Retirement Factors (ERF) are subject to stricter return-to-work rules and cannot perform services in any capacity for a DRS-covered employer and continue to receive a benefit.

### **Invoicing and Payment**

Contractor shall submit monthly invoices to the City in accordance with the rates indicated on the Bid Submittal Sheet (Attachment A). The City will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

City of Redmond  
Accounts Payable, M/S: 3SFN  
P.O. Box 97010  
Redmond, WA 98073-9710  
[accountspayable@redmond.gov](mailto:accountspayable@redmond.gov)

### **Public Disclosure Notice**

All materials provided by the respondent are subject to State of Washington and applicable County (e.g. King County) public disclosure laws, per RCW 42.56. Any information contained in the proposal that the respondent desires to claim as confidential or proprietary must be clearly designated, including page with particular content identified. The City assumes no obligation on behalf of the respondent to claim any exemption that is not clearly identified by the respondent as being confidential or proprietary. The City will try to respect all material identified by the respondent as being confidential or proprietary but requests that respondent be highly selective of what they mark as such. The City will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as confidential or proprietary, and therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as confidential or proprietary will not be treated as such if public disclosure laws take precedence, the information is publicly available, the information is already in the City's possession, the information is obtained from third parties without restrictions on disclosure, or the information was independently developed without reference to the confidential information.

### **Cooperative Purchasing**

The City has entered into intergovernmental (interlocal) purchasing agreements pursuant to RCW 39.34 with other Washington agencies under which either party may make purchases at the other party's accepted bid price. By submitting an offer, the respondent agrees to make the same bid terms and price, exclusive of freight, available to other Washington governmental agencies. Only those public agencies that have complied with the requirements outlined in RCW 39.34 are eligible to use this contract. Further, the public agency accepts



responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of the public agency in question. A purchase by a public agency shall be affected by a purchase order from the public agency, directed to the Contractor or other party contracting to furnish goods or services to the City. The City of Redmond will not accept responsibility for purchase orders issued by other public agencies.

This offer of cooperative purchasing shall be extended by the Contractor to cover the City's contract duration (for any subsequent purchase orders/contracts resulting from this IFB) or 60 days post award (for one-time purchases).

### **Non-Collusion**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened. (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all bids from implicated parties.

### **Governing Law and Venue**

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate state or federal court located in King County.

### **Bid Protest**

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the City. The City will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or City policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the IFB content contact listed below. Bid Protests will not be accepted later than three (3) business days after respondents are notified of award details. The City's Technical Contact and IFB Content Contact will review any protest and respond to protestor within ten (10) business days. The City may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process. For Public Works bid protests, the City of Redmond adheres to RCW 39.04.105.

### **Americans with Disabilities Act (ADA) Information**

The City of Redmond in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request. Visit <http://redmond.gov/ADA> for more information. This material can be made available in an alternate format by contacting the Customer Service Center at [info@redmond.gov](mailto:info@redmond.gov)



or 425-556-2900, option 7.

### **Title VI Statement**

The City of Redmond in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Visit <http://redmond.gov/TitleVI> for more information.

### **Questions/Inquiries**

Please direct any questions concerning this IFB or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

#### **IFB Content:**

Adam O'Sullivan	MS: 3NFN
Sr. Purchasing Agent	15670 NE 85 <sup>th</sup> Street
Email: <a href="mailto:aosullivan@redmond.gov">aosullivan@redmond.gov</a>	PO Box 97010
Tel: 425-556-2199	Redmond, WA 98073-9710

#### **Technical Contact:**

Josh Mueller, Sr. Engineering Technician	MS: 4SPL
City of Redmond Planning	18120 NE 76 <sup>th</sup> Street
Email: <a href="mailto:jmueller@redmond.gov">jmueller@redmond.gov</a>	PO Box 97010
Tel: 425-556-2461	Redmond, WA 98073-9710



**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**Attachment A – Bid Submittal Sheet**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_, Zip: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

We offer this submittal in response to the City's Invitation for Bid. The unit prices provided below are fully-burdened, including direct labor cost, overhead, profit, and any materials. Refer to the Scope of Work (Attachment C) for a description of each item and formats required.

Item	Description	Unit	Estimated Quantity	Price Per Unit	Lump Sum Price
1	Two (2) hour turning movement counts	Each	225	\$	\$
2	Eight (8) hour turning movement counts	Each	25	\$	\$
3	Three (3) consecutive days of mid-block volume counts	Each	250	\$	\$
4	Seven (7) consecutive days of mid-block volume count	Each	50	\$	\$
5	Three (3) consecutive days of mid-block volume count with vehicle classification	Each	50	\$	\$
6	Speed and volume study	Each	100	\$	\$
7	Two (2) hour pedestrian/bicycle count	Each	50	\$	\$
8	Twelve (12) hour pedestrian/bicycle count	Each	20	\$	\$



9	Two (2) hour vehicle gap size study	Each	5	\$	\$
10	Eight (8) hour origination/destination study	Each	5	\$	\$
11	Travel time study	Each	30	\$	\$
12	24-hour video	Each	2	\$	\$
Subtotal					\$
Sales Tax (10%)					\$
Total Bid					\$

**References:**

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City of Redmond Business License #: \_\_\_\_\_ or \_\_\_ I/we agree to obtain upon award of this purchase.



Washington State Contractor's License Number: \_\_\_\_\_

Washington Unified Business Identifier (UBI): \_\_\_\_\_  
<http://bls.dor.wa.gov/file.aspx>

Employment Security Dept. Number: \_\_\_\_\_

State Excise Tax Registration Number: \_\_\_\_\_  
<http://bls.dor.wa.gov/taxregistration.aspx>

Industrial Insurance Coverage: \_\_\_\_\_  
<http://bls.dor.wa.gov/industrialinsurance.aspx>

The bidder certifies that it is not disqualified/barred from working on any public works programs: \_\_\_\_\_  
<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: \_\_\_\_\_

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

- (a) complete training on public works and prevailing wages **OR**
- (b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

\_\_\_\_\_  
<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_



**ATTACHMENT C**  
**City of Redmond**  
**Scope of Work**  
**IFB 10735-21**  
**On-Call Traffic Data Gathering and Analysis**

**1. Objective**

The City of Redmond (hereinafter referred to as the City) desires a qualified and experienced firm (hereinafter referred to as the Vendor) to provide on-call traffic data gathering and analysis services. The data collected and analysis performed under this contract will support traffic, pedestrian and bicycle safety programs, transportation planning and other traffic operations functions. Funding for on-call services comes from the City operating budget.

**2. General Requirements**

A. Summary of Scope

The City of Redmond requires a Vendor capable of conducting and completing vehicle, pedestrian and bicycle counts and studies at mid-block, signalized or non-signalized intersection, trailhead and any other location identified by the City. The Vendor will have the ability to conduct data collection at a minimum of ten (10) bi-directional locations simultaneously within a one (1) week period, and deliver complete accurate reports in an electronic format to the City.

The data to be collected is defined by task type and reporting formats to be delivered within the schedule as identified in the Data Collection / Performance Requirements section. All work will conform to the FHWA Traffic Monitoring Guide ([www.fhwa.dot.gov/policyinformation/tmguide/](http://www.fhwa.dot.gov/policyinformation/tmguide/)).

The Vendor shall furnish all labor, material, tools, equipment, supplies, vehicles and trained personnel/supervisors for on-call services within the response time required by the work order schedule.

Work volume over a two-year period is estimated to be 200 turning movement counts, 250 mid-block volume counts and 100 speed studies. All work is non-exclusive, and on an on-call basis with no guarantee of minimum volume.

B. Key Personnel

The Vendor shall assign a primary contact to be identified in the Bid Pricing Submittal Sheet to direct the work assigned by the City. Any changes in the indicated primary contact shall be subject to review and approval by the City.

The City will assign a primary point of contact upon contract agreement. The City point of contact will coordinate directly with the Vendor's primary contact in terms of providing work orders, handling scheduling issues, receiving and acceptable deliverables, and approving payment of invoices.

### 3. Data Collection / Performance Requirements

#### A. Work Orders and Schedule

The City will provide written work orders in PDF format via e-mail (see Sample Work Order in Appendix 1). Each work order shall have a designated and unique task number, which will be used in all subsequent correspondence and billing. The Vendor shall provide written confirmation of all orders via email within 24 hours of receipt excluding weekends and City holidays.

The Vendor shall complete all assigned work orders according to the follow schedule:

##### (1) Definition

A completed work order shall be interpreted as completion of all data collection, quality assurance and delivery of final product to the City. Working days shall be interpreted as Monday through Sunday, except for City holidays. The majority of data collection will occur mid-week (Tuesday to Thursday) except for seven (7) day collections and occasional event-related studies.

##### (2) Small Work Orders

- (i) Work orders within one (1) to three (3) task locations will be completed within ten (10) working days.

##### (3) Large Work Orders

- (i) Work orders within four (4) to ten (10) task locations will be completed within fifteen (15) working days.
- (ii) Work orders within eleven (11) to twenty (20) task locations will be completed within thirty (30) working days.
- (iii) Work orders within twenty-one (21) to thirty (30) task locations will be completed within forty-five (45) working days.
- (iv) Work orders in excess of thirty (30) task locations will be pro-rated based on the above schedule. For example, the Vendor shall be provided sixty (60) working days to complete a work order having thirty-five (35) task locations.

##### (4) Weather

- (i) Large work orders, such as City-wide turning movement counts that occur on odd years or mid-block counts that occur on even years, will generally be assigned during the spring or fall. Small work orders will generally occur in spring, summer or fall, but can be assigned at any time of the year.
- (ii) The Vendor shall notify the City in the event of inclement weather that will impact the quality of the count. The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

##### (5) Other Delays

- (i) The Vendor shall notify the City immediately in the event of delays that are beyond the control of the Vendor (for example, unforeseen road closures or detours). The City shall coordinate with the Vendor to adjust the schedule appropriately for completion of work.

(6) Holidays

Work orders will generally avoid count collection near holidays.

B. Tasks

The section details the work to be completed by the Vendor and the associated responsibilities of the Vendor to the City for each task. Refer to Sample Raw Data Files and Summary Reports in Appendix 1 for examples of data deliverables. The City shall provide templates for each data product to ensure consistency.

Tasks may include, but are not limited to the following activities. Miscellaneous counts or studies (for example, failure-to-yield studies) may also be ordered, with fees to be negotiated at the time of task order.

(1) Two (2) Hour Turning Movement Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

(2) Eight (8) Hour Turning Movement Count

The Vendor shall collect and summarize eight (8) hours of fifteen (15) minute increment turning movement counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals, 15-minute totals in all directions, rolling one hour totals, percentage of heavy vehicles, and the peak hour factor.

(3) Three (3) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

(4) Seven (7) Consecutive Days of Mid-Block Volume Count

The Vendor shall collect and summarize seven (7) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts from Monday to Sunday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week (Tuesday, Wednesday and Thursday) averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

(5) Three (3) Consecutive Days of Mid-Block Volume Count with Vehicle Classification

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times.

The Vendor shall also provide a vehicle classification report summary based on the FHWA Vehicle Classification scheme. Classification total volumes and average volumes shall be provided for the thirteen (13) classes by one-hour bins, by day and by the entire collection period.

(6) Speed and Volume Study

The Vendor shall collect and summarize three (3) consecutive days of twenty-four (24) hours of fifteen (15) minute increment approach and departure counts and speeds during the mid-week period of Tuesday, Wednesday and Thursday at mid-block location(s) as identified for the given work order. The Vendor shall use an automatic traffic counter that produces a record of the count time of each day and calculate speeds. Raw data shall be provided as well as summary data of one-hour bin volume data in each direction, volume totals by day and direction, mid-week averages by direction, mid-week average total, and AM/PM peak hour volumes and times. Summary speed range data shall be summarized by speed range in accordance with FHWA guidelines and include daily, total and average percentile speed summaries and speed statistics.

(7) Two (2) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize two (2) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

(8) Twelve (12) Hour Pedestrian/Bicycle Count

The Vendor shall collect and summarize twelve (12) hours of fifteen (15) minute increment volume counts on any specific day(s) and time period(s) at intersection location(s) as identified for the given work order. All turning movement counts will include a count of vehicles, pedestrians by crossing leg, heavy vehicles and bicycles. Raw data shall be provided as well as summary data of count totals, peak hour totals and 15-minute totals in all directions.

(9) Two (2) Hour Vehicle Gap Size Study

The Vendor shall collect and summarize the size and number of gaps in vehicular traffic stream for each direction of traffic based on two (2) hours of data collection on any specific day(s) and time period(s) at intersection or crossing location(s) as identified for the given work order. This task may be performed in conjunction with a turning movement count task in order to determine the critical gap; otherwise, the critical gap time will be provided as part of the work order. Raw counts of adequate gaps will be provided over the 2-hour period and summary data providing totals shall be provided for each direction of traffic.

(10) Eight (8) Hour Origin-Destination Study

The Vendor shall use video cameras at one origin location and up to eight destination locations to collect vehicle license plate, location, direction, time and vehicle type data at each location during an eight (8) hour period on a specific day as identified for the given work order.

Raw and summary data shall be provided to include the total number of vehicles, heavy vehicles and license plates collected in one-hour bins for each direction of travel. Data will be processed for each vehicle to determine if, where and when the same vehicle appeared at a destination location. If a vehicle appeared at a destination location, the travel time from the origin to the destination will be calculated. Travel times will be provided for each origin-destination pair and summarized for each location based on a template provided by the City.

(11) Travel Time Study

The Vendor shall collect vehicle travel time data using one the most cost-effective method (manual, distance measuring instrument or GPS) and the "floating car" driving style along a specified travel corridors from one origin location to one destination. Time will be recorded at pre-defined checkpoints defined by the City.

Data shall be collected with one (1) vehicle during an AM and PM peak period of two (2) or three (3) hours each as identified for a given work order. The Vendor shall conduct as many vehicular trips in each corridor direction as is feasible within each two (2) or three (3) hour period. Time shall be recorded to the nearest minute that each run begins, and each time (to the nearest second) that the vehicle arrives at the next checkpoint, or the time (to the nearest second) that traffic conditions require the vehicle to stop before reaching a checkpoint. Times at each checkpoint shall be entered into a template provided by the City.

**(12) 24-hour Video Data**

The Vendor shall use a video camera to collect twenty-four (24) hours of vehicular, pedestrian and/or bicycle traffic at one location as specified by a given work order. The Vendor shall provide the raw video data to the City.

**C. Deliverables**

- (1) The data collected by the Vendor will be verified by the City prior to the City's acceptance of the data.
- (2) All completed work products shall be delivered to the City's appointed primary point of contact as detailed in the contract agreement.
- (3) The data provided to the City must be submitted in an electronic format acceptable to the City, as defined below. The City will include the appropriate location identifiers, collection types and deliverables required with each work order.
  - (i) All files provided will use the City's naming convention of [Location Identifier] [End Date of Collection] [Collection Type] (for example, "048S-148A 2017-05-04 VOL").
  - (ii) Raw collection data values will be provided in Microsoft Excel format using the format structure template provided by the City. See Sample Raw Data Files in Appendix 1.
  - (iii) Video feeds will be provided in DVD format in Microsoft-supported video codecs and file formats as approved by the City.
  - (iv) All summary reports will be provided in both PDF and Microsoft Excel formats using a similar format structure shown in the Sample Summary Reports in Appendix 1. Variation in the format structure may be permitted, subject to review and approval in writing and in advance by the City's point of contact.
  - (v) Upon delivery to the City of Redmond, all data becomes the sole property of the City.

**4. Base of Measurement**

Separate fees shall be established for the twelve (12) tasks identified in the scope of work. Refer to Bid Pricing Submittal Sheet (Attachment A) for detail.

**5. Quality Assurance**

The Vendor will be notified by the City within fourteen (14) working days of the acceptance or rejection of submitted data.

**A. Quality Data Collection, Equipment and Operation**

- (1) The Vendor is responsible for obtaining and maintaining a City of Redmond Business License ([www.redmond.gov/35/Business/](http://www.redmond.gov/35/Business/)) for the duration of the contract.
- (2) The Vendor will obtain appropriate Right of Way (ROW) use permits ([www.redmond.gov/372/Right-of-Way-Use-Permit/](http://www.redmond.gov/372/Right-of-Way-Use-Permit/)) and submit traffic control plans for review and approval prior to setting equipment.

- (3) Installation and maintenance of cameras, road tubes, traffic collection instrumentation, test vehicles and any other associated equipment is the sole responsibility of the Vendor.
- (4) The Vendor shall test equipment for accuracy and verify that equipment placed into service are in good condition.
- (5) Road tubes, cameras and associated equipment shall be checked during collection periods to ensure that they remain in good working condition and are replaced in the event of failure.

B. Quality Data Products

- (1) The Vendor will be responsible for the professional quality, technical accuracy and completeness of all data products.
- (2) The Vendor will be responsible for correcting all errors and omissions in data products. Any data product or study deemed inaccurate or incomplete by the City will be redone at the Vendor's expense.

## 6. Pricing and Payment

The City will only pay for accurate and complete data products and studies. The City will not pay for partial or inaccurate data (See **5. Quality Assurance** for more details). All data will be reviewed within fourteen (14) working days, and payments will be issued no later than 30 days after data acceptance.

Itemized invoices indicating the City-provided Task Order Number, data, and task activities will be delivered to the traffic counts coordinator as identified in each task order.

## Transportation Planning and Engineering On-Call Services

### Attachment D – Option for Renewal

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The City reserves the right to renew this contract for one (1) additional two-year renewal term, for a potential maximum total term of four (4) years, upon serving notice to Consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.





Memorandum

Date: 8/10/2021

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-377

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Public Works	Dave Juarez	Director
Planning and Community Development	Andy Chow	Manager, Development Engineering
Planning and Community Development	Pat Lyga	Senior Engineering Technician

**TITLE:**

Adoption of an Ordinance for Approval of the Final Plat of Rose Hill West

**OVERVIEW STATEMENT:**

Rose Hill West is a subdivision final plat, located at 9717 138th Avenue NE in Redmond. The applicant proposed to subdivide 6.53 acres into 24 single-family residential lots, a native growth protection area tract, a recreation and storm drainage tract, and an access tract. The decision to approve or disapprove the Rose Hill West final plat is a quasi-judicial decision made by the City Council.

**Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
RZC 21.74.030.G
- **Council Request:**  
N/A
- **Other Key Facts:**  
The Rose Hill West preliminary plat was approved with conditions by the Hearing Examiner on August 5, 2019.

The Rose Hill West engineering plans were approved on September 29, 2020. The Rose Hill West final plat was submitted by applicant for staff review on April 28, 2021. Staff has reviewed the list of conditions outlined in the Hearing Examiner's August 5, 2019, Findings Conclusions, and Decision and determined that the final plat of Rose Hill West conforms to those conditions and all other requirements set forth under RCW 58.17.170 and RZC 21.74.030.C. The applicant presented and the City accepted a financial guarantee for the installation of all plat improvements. Final plat approval does not imply acceptance of improvements.

**OUTCOMES:**

Approval of the final plat will allow the applicant to record the final plat with the King County Recorder and thus create new lots and apply for building permits.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
Outreach conducted as per code requirements.
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
N/A

**Approved in current biennial budget:**       Yes       No       N/A

**Budget Offer Number:**  
000244-Development Services

**Budget Priority:**  
Vibrant and Connected

**Other budget impacts or additional costs:**       Yes       No       N/A

*If yes, explain:*  
N/A

**Funding source(s):**  
Maintenance funding for the utilities (water and sewer) will be provided from the Utility Fund.  
Maintenance funding for public stormwater utilities will be provided from the Stormwater Utility Fund.  
Maintenance of public roads will be provided from the General Fund.

**Budget/Funding Constraints:**  
N/A

**Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
N/A	None proposed at this time	N/A

**Time Constraints:**

The applicant would like the final plat scheduled for a City Council meeting as soon as possible. Final plat approval followed by recording of the final plat are necessary prerequisites to obtaining building permits within this subdivision, and the applicant would like to obtain building permits as soon as possible.

**ANTICIPATED RESULT IF NOT APPROVED:**

Applicant will not be able to record the final plat which is a prerequisite to obtaining building permits within this subdivision.

**ATTACHMENTS:**

- Attachment A: Ordinance
- Attachment B: Vicinity Map
- Attachment C: Hearing Examiner's Decision

NON-CODE

CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, APPROVING THE FINAL PLAT OF ROSE  
HILL WEST PURSUANT TO RCW 58.17.170 AND RZC  
21.74.030, AND ESTABLISHING AN EFFECTIVE DATE

---

WHEREAS, the City of Redmond has received an application for approval of the final plat of Rose Hill West, and

WHEREAS, final plat approval is addressed under RZC 21.74.030, which requires that the Redmond City Council adopt findings in support of its decision and approve the final plat.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Findings adopted.      The Redmond City Council adopts the following findings in support of its approval of the ROSE HILL WEST final plat:

1.    The Redmond Hearing Examiner conditionally approved the related Rose Hill West Subdivision Preliminary Plat on August 5, 2019.    The Hearing Examiner's Findings, Conclusions, and Decision contains conditions incorporated as shown in Attachment C.
2.    The applicant submitted the Rose Hill West final plat for review on April 28, 2021.
3.    Under RCW 58.17.170 and RZC 21.74.030(G), final plat approvals require City Council approval.
4.    Under RCW 58.17.170 and RZC 21.74.030(C), the criteria to be used by the City Council in determining whether to grant final plat approval are:

- A. whether the final plat substantially conforms to all terms, conditions and provisions of the preliminary approval; and
  - B. whether the final plat contains a dedication to the public of all common improvements, including but not limited to streets, roads, sewage disposal systems, storm drainage systems, and water supply systems which were a condition of approval. The intention to dedicate shall be evidenced by the owner's presentment of a final plat showing the dedication, and the acceptance by the City shall be evidenced by the approval of the final plat; and
  - C. whether the final plat meets the requirements of RZC 21.74, applicable state laws, and all other local ordinances adopted by the City which were in effect at the time a complete application for preliminary plat approval was filed.
5. The City staff has reviewed the final plat of Rose Hill West and has advised the Council that the final plat conforms to all terms and conditions of preliminary plat and contains a dedication to the public of all common improvements. Based on the staff review, the Council finds that the final plat meets the first and second criteria for approval.
6. At the time of preliminary plat approval, the Redmond Hearing Examiner determined that, as conditioned, the preliminary plat met the requirements of the state subdivision laws, the State Environmental Policy Act, and the subdivision approval requirements of the RZC. No evidence has been presented to change this determination. The City Council therefore finds that the final plat meets the third criteria for approval.

Section 2.      Approval of final plat.      The final plat of Rose Hill West, now titled Encore at Rose Hill, is hereby approved, subject to fulfilling any late-comer agreements and posting of any

performance guarantees as determined by the Director of Public Works.

Section 3.      Effective date.      This ordinance shall take effect and be in full force five days after its passage and publication of a summary as provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

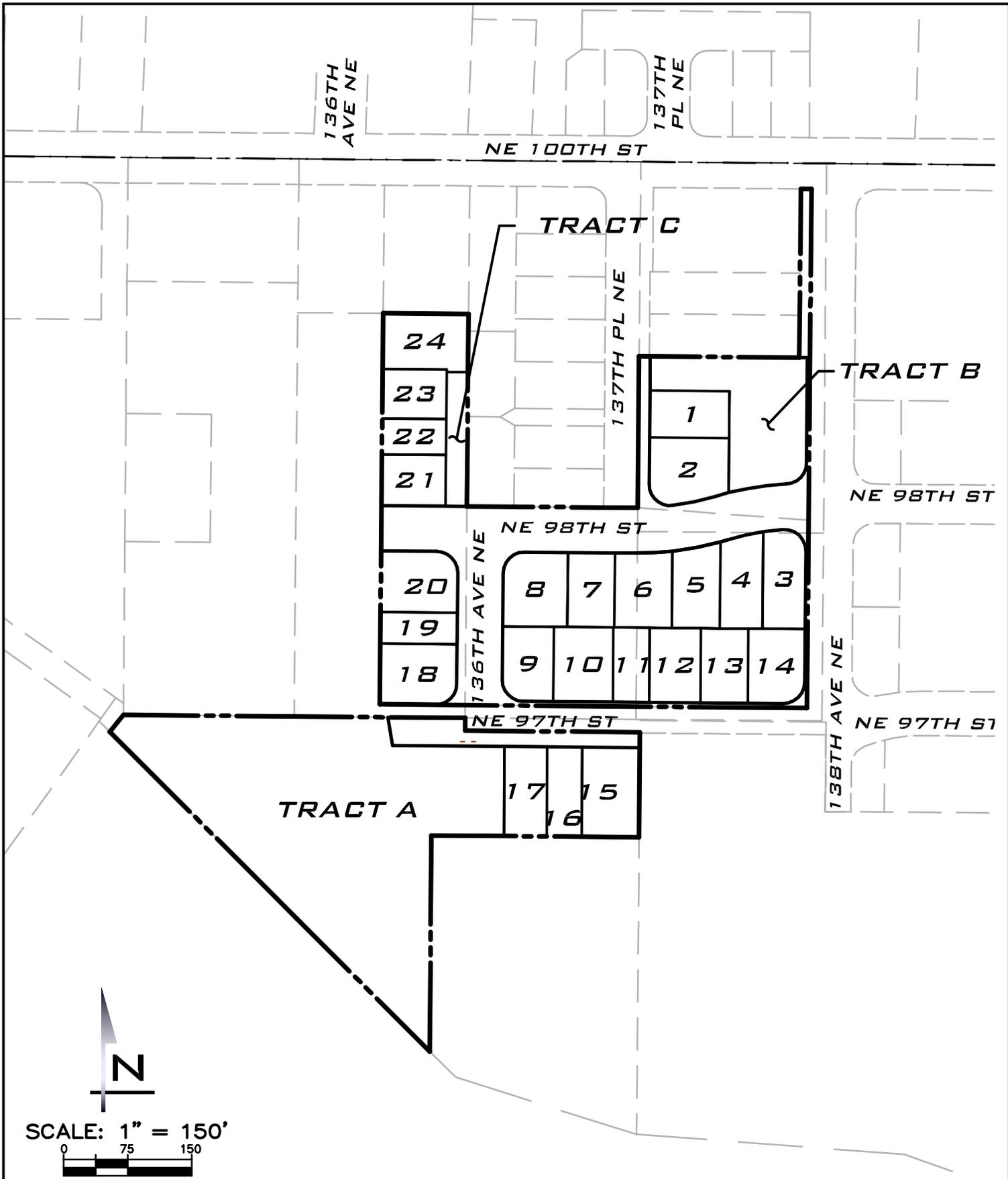
(SEAL)

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



SCALE: 1" = 150'

Apr 20, 2021 - 11:20am - User akay  
 E:\Projects\19247\Dwg\Final\Final Plat\19247-VIC.dwg

 <b>BLUELINE</b> <small>25 CENTRAL WAY SUITE 400                  KIRKLAND, WA 98033                  PH: 425.216.4051 FX: 425.216.4052                  WWW.THEBLUELINEGROUP.COM</small>	SCALE	AS NOTED	<b>VICINITY MAP                  ROSE HILL WEST</b>	JOB NUMBER:	19-247
	PROJECT MANAGER	ADAM KAY		FIGURE:	1.0 291
	DESIGNED BY	ADAM KAY			
	DRAWN BY	ADAM KAY			
	PLOT DATE	April 20, 2021			

**BEFORE THE CITY OF REDMOND  
HEARING EXAMINER**

In the Matter of the Application of	)	
	)	NO. LAND 2018-00501
	)	
<b>Kelly Foster, Laird Holdings LLC</b>	)	<b>Rose Hill West Preliminary Plat</b>
	)	
	)	
For Approval of a Preliminary Plat	)	FINDINGS, CONCLUSIONS,
_____	)	AND DECISION

**SUMMARY OF DECISION**

The request for approval of a preliminary plat to subdivide 6.53 acres into 24 single-family residential lots, a native growth protection area tract, a recreation and storm drainage tract, and an access tract is **GRANTED** subject to conditions.

**SUMMARY OF RECORD**

**Request:**

Kelly Foster of Laird Holdings LLC (Applicant) requested approval of a preliminary plat to subdivide 6.53 acres into 24 single-family residential lots, a native growth protection area tract, a recreation and storm drainage tract, and an access tract. The subject property is located at 9717 138th Avenue NE, Redmond, Washington.

**Hearing Date:**

The Redmond Hearing Examiner conducted an open record hearing on the request on August 5, 2019.

**Testimony:**

At the open record hearing, the following individuals presented testimony under oath:

- Scott Reynolds, Planner, City of Redmond
- David Lee, Senior Planner, City of Redmond
- Min Luo, Senior Transportation Engineer, City of Redmond
- Clayton Graham, Applicant Representative
- Kelly Foster, Applicant Representative
- Jeremy Febus, PE, FPF Consulting Engineers, Applicant Representative

**Exhibits:**

At the open record hearing, the following exhibits were admitted in the record:

1. City of Redmond Technical Committee Report to the Hearing Examiner, with the following attachments:
  1. Determination of Completeness
  2. General Application Form
  3. SEPA Application Form
  4. Vicinity Map
  5. Plan Set
  6. Notice of Application Certificate of Public Notice and Public Notice Site Plan
  7. Neighborhood Meeting Notice, Presentation, and PowerPoint slides
  8. Public Comments
  9. SEPA DNS Certificate of Posting & Checklist
  10. Stormwater Report
  11. Traffic Study
  12. Critical Area Report
  13. Geotechnical Report
  14. Notice of Public Hearing and Certificates of Posting
  15. Arborist Report
  16. Tree Exception Letter
  17. Tree Exception Approval
2. Gary Smith public comment, dated August 4, 2019
3. Planning Staff's PowerPoint Presentation
4. Amended Technical Committee Report, dated August 5, 2019

Upon consideration of the testimony and exhibits submitted, the Hearing Examiner enters the following findings and conclusions:

### **FINDINGS**

1. The Applicant requested approval of a preliminary plat to subdivide 6.53 acres into 24 single-family residential lots, a native growth protection area tract, a recreation and storm drainage tract, and an access tract. The subject property is located at 9717 138th Avenue NE, Redmond, Washington. *Exhibits 1, 1.2, and 1.5.*

2. The preliminary plat application was deemed complete on June 4, 2018. *Exhibits 1 (page 2) and 1.1.*
3. The subject property is located in the Willows/Rose Hill Neighborhood. The Comprehensive Plan's housing and land use policies include providing incentives for affordable housing, encouraging infill development on suitable vacant parcels and redevelopment of underutilized parcels, allowing new development only where adequate public facilities and services can be provided, and promoting attractive, friendly, safe, quiet and diverse residential neighborhoods. *Exhibit 1, page 11.*
4. The subject property is zoned RA-5 (Semirural Residential), R-1 (Single-Family Constrained Residential), and RIN (Residential Innovative), but all proposed residential development would be on land that is zoned RIN. *Exhibit 1, page 4.* The purpose of the RIN zone is to:

promote single-family housing consisting of smaller dwelling units to respond to changing household sizes and ages. It will provide opportunities for households of various sizes, ages, and incomes to live in a neighborhood by promoting diversity in the size, type, and price of new single-family homes. Also, this zone will blend new development with existing residential development to help maintain neighborhood character, particularly in neighborhoods with a predominance of small to moderately sized homes. The zone will help to provide appealing and active streetscapes that promote a more walkable and enjoyable neighborhood experience. The density allowed within the zone shall be four to five dwelling units per gross acre depending on the size of the site and the size of dwellings proposed.

*Redmond Zoning Code (RZC) 21.08.070.A.*

5. The southwest portion of the property contains a Puget Sound Energy electrical transmission line corridor, a hazardous liquid pipeline corridor, steep slopes, and buffers associated with an off-site wetland and stream. No development is proposed within these areas. *Exhibits 1 and 1.5.*
6. Surrounding land uses include single-family residences to the north and east, the Interlake Sporting Association firing range to the south, and a utility corridor and single-family residences to the west. *Exhibits 1 (page 3) and 1.5.*
7. The development standards applicable to the RIN zone include a maximum base density (not including bonus units) of five dwelling units per acre of gross site area, and a minimum density of 80% of the maximum density allowance of the net site area, which is calculated to exclude features such as critical areas and buffers, streets, and common open spaces. The RIN-zoned portion of the subject property is 4.88 acres, allowing a maximum base density of 24 dwelling units. The net buildable area of the subject property for purposes of calculating minimum density is 2.93 acres, requiring a minimum density of 12 dwelling units. The proposed 24 dwelling units fit within the required

- range. *Exhibit 1.5; RZC Table 21.08.070.A.* The initial proposal was for 37 lots; through project review, the lots and tracts were refined to the current proposal, avoiding sensitive areas. *Clayton Graham Testimony.*
8. Pursuant to RZC 21.20.020-.030, all new single-family residential development in the Willows/Rose Hill Neighborhood must provide 10% of proposed units as affordable housing consistent with Redmond's standards. The minimum required affordable housing for the proposed development is two dwelling units. The Applicant proposes to provide one "low-cost affordable housing unit," which pursuant to RZC 21.20.030.E is the equivalent of two affordable dwelling units. Although compliance with the affordable housing requirement entitles the Applicant to bonus dwelling units, the project does not propose to utilize these. *Exhibit 1.5; Exhibit 1 (page 9); RZC 21.20.030.*
  9. Pursuant to RZC 21.08.360, applications for subdivisions of 30,500 square feet or greater in the RIN zone must include "smaller dwelling units" at the rate of a minimum of 20% of the greater of the number of proposed dwelling units or the net buildable area multiplied by the site's allowed density. For the proposed development, the minimum number of smaller dwelling units is five. The Applicant proposes five smaller dwelling units, which would be distributed throughout the subdivision on Lots 1, 11, 16, 19, and 22. The Lot 19 dwelling unit would also be the affordable housing unit. *RZC 21.08.360; Exhibits 1 (page 10) and 1.5.*
  10. The proposed lots have been designed to satisfy the bulk dimensional standards of the RIN zone, including minimum average lot size, lot width circle, frontage, setbacks, and building separation. The proposed lots would average 5,315 square feet in area and would be at least 35 feet wide, with at least 20 feet of street frontage. This average lot size is over 1,000 larger than the minimum lot size required. Compliance with the City's architectural, minimum setback, and maximum height standards would be determined at the time of building permit review for each parcel. *Exhibits 1 and 1.5.*
  11. In addition to the 24 residential lots, the plat includes three proposed tracts. Proposed Tract A is an 81,662 square foot open space tract comprising the southwest portion of the property encompassing all critical area, associated buffers, and the utility transmission line easements; Tract A would be preserved as a native growth protection area (NGPA). Proposed Tract B is a 17,124 square foot stormwater and recreation tract that would be located adjacent to 138th Avenue NE in the northeast portion of the property. Proposed Tract C is a 4,124 square foot access tract that would serve Lots 21 through 24 in the northwest portion of the property. *Exhibit 1.5.*
  12. The Applicant submitted a professionally prepared critical area study that evaluated the critical areas on and adjacent to the site. Gun Club Creek (a Class II stream requiring a 150-foot-wide buffer) and a Category II wetland requiring a 150-foot buffer are located southwest of the subject property. The buffers for these critical areas extend onto the southwest corner of the subject property but are separated from the proposed development area by steep slopes and 50-foot slope buffers. There is also a Category IV wetland requiring a 50-foot buffer to the south of the subject property, the buffer of

which does not extend onto the subject property. All on-site critical area buffers and steep slopes would be fully contained within proposed Tract A, within which no development is proposed. *Exhibits 1.5 and 1.12.*

13. The proposed development is not subject to City noise study requirements because it is not within 100 feet of an arterial street. *Exhibit 1 (page 9).*
14. Redmond Zoning Code Chapter 21.72 requires that all healthy landmark trees and 35% of all healthy significant trees be retained.<sup>1</sup> Removed landmark trees (when authorized) must be replaced at a 3:1 ratio and removed non-landmark significant trees must be replaced at a 1:1 ratio. There are 263 healthy significant trees on site, including 52 healthy landmark trees. Of these, the Applicant proposes to remove 31 landmark trees and 130 non-landmark significant trees. The proposed tree removal would result in a significant tree retention rate of 38%, exceeding the minimum 35% required by ordinance. The retained trees would be located primarily in Tract A, with additional trees retained along the northern property boundary within Tract B and along the western property boundary. On July 10, 2019, the Applicant received administrative approval of an exception from the landmark tree retention requirement pursuant to RZC 21.72.090. The approval authorized the proposed removal of 31 landmark trees subject to replacement with 96 trees and compliance with the submitted landscape plan. According to the Applicant's arborist report, the three additional replacement trees are to mitigate impacts to a landmark tree that would be retained on site. In addition to the 96 trees planted as mitigation for landmark tree removal or impact, the Applicant proposes to replace the removed non-landmark significant trees with 130 significant trees as required by the ordinance. Trees would be planted along the north, south, and east boundaries between the subject property and existing residential properties, around the stormwater tract, and between Lot 15 and the firing range. In addition to replacement trees, 50 street trees would also be provided along the site frontages. The City reviewed the Applicant's landscape plan and submitted that it complies with the City's landscaping requirements. *Exhibits 1 (page 8), 1.5, 1.15, 1.16, and 1.17.*
15. The proposal exceeds the minimum open space requirement for the RIN zone. Although the project is required to set aside 20% of the net site area (gross area less streets) as open space, the proposal sets aside 48,596 square feet of open space, which is more than 40% of the net site area. Recreation space, with amenities including a slide, swing set, bench, and picnic table, would be provided within Tract B. *Exhibits 1 and 1.5; Jeremy Febus Testimony.*
16. Access to the plat would be from 138th Avenue NE, via proposed NE 98th Street and NE 97th Street, and from 137th Place NE. The internal street system would also include proposed 136th Avenue NE and a private access drive serving Lots 21 through 24. The public streets would be developed to "rustic street" standards for the NE Rose Hill

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<sup>1</sup> Pursuant to RZC 21.78, significant trees are those that are at least six inches in diameter at breast height, and landmark trees are those that are over thirty inches in diameter.

- Neighborhood Subarea, which include sidewalks, a planting strip on one side of the street, and a drainage swale on the opposite side of the street. *Exhibits 1 and 1.5.*
17. The City Technical Committee granted a deviation from driveway spacing standards to allow the proposed location of the private access to Lots 21 through 24, which would be approximately five feet west of the intersection of NE 98th Street and 136th Avenue NE. The location is not expected to create traffic conflicts due to the low volume of traffic using the private drive and because NE 98th Street dead ends west of 136th Avenue NE. *Exhibit 1.*
  18. The proposed development is expected to generate 226 net new vehicle trips per day, including 14 AM peak hour trips and 21 PM peak hour trips. Based on the trip generation study prepared by the Applicant's transportation engineer, all traffic from the development is expected to use the intersection of NE 100th Street and 132nd Avenue NE to the west of the subject property, which is located within Kirkland City limits. This intersection is not signalized, but there are stop signs controlling the eastbound and westbound approaches. Based on 2017 traffic counts, the intersection operates at Level of Service (LOS) F during the PM peak hour and is expected to operate at LOS F under future traffic conditions (i.e., including approved pipeline development in the vicinity) with or without the traffic generated by the instant project. The traffic at the intersection, and associated difficulty in pedestrian crossing, was the key concern raised in public comment on the subdivision application, and requests were made that a signal be installed. However, based on analysis of the signal warrants contained in the *Manual on Uniform Traffic Control Devices*, the warrants are not satisfied at the intersection. The Applicant's trip generation study indicated that the project would send a small volume of traffic to this intersection. The Applicant would be required to mitigate traffic impacts through payment of mitigation fees pursuant to City ordinance. *Exhibits 1, 1.8, and 1.11.*
  19. Stormwater runoff from the northeast portion of the subject property, including all proposed roadways and 21 of the lots (Lots 1 through 14 and 18 through 24), would be collected and conveyed to a combined water quality and detention vault within Tract B. The outfall from the detention vault would be to the existing Rose Hill east stormwater conveyance system, which has capacity for the additional runoff. Roof runoff from Lots 15 through 17 would be directed to a downspout dispersion trench to the east of Lot 15. The Applicant designed the proposed stormwater system for compliance with Washington State Department of Ecology's Stormwater Management Manual for Western Washington and with the Redmond Stormwater Technical Notebook. *Exhibit 1.10; Jeremy Febus Testimony.*
  20. The proposed development would be served by the City of Redmond water and sewer systems, which systems have capacity to serve the proposed lots. *Exhibit 1; Scott Reynolds Testimony.*
  21. The proposed subdivision would be served by Mark Twain Elementary School, Rose Hill Middle School, and Lake Washington High School. Bus transportation would be provided to all three schools from bus stops located between 0.1 and 0.3 miles from the

site. A safe walk route would also be available, as the proposed sidewalks would connect to an existing sidewalk network.<sup>2</sup> Impacts to schools would be mitigated through payment of school mitigation fees. *Exhibit 1; Jeremy Febus Testimony.*

22. The City of Redmond acted as lead agency for review of the project's environmental impacts pursuant to the State Environmental Policy Act (SEPA). The City's SEPA responsible official issued a determination of non-significance (DNS) on April 9, 2019. No comments or appeals were filed in response to the DNS. *Exhibits 1 (page 7) and 1.9.*
23. Notice of the open record public hearing on the application was posted on-site, at City Hall, and the Redmond Library, published in the *Seattle Times*, and mailed to owners of surrounding property within 500 feet of the site on or before July 15, 2019. *Exhibit 1.14.* There was no additional public comment offered at the hearing.
24. The Technical Committee, comprised of staff from Redmond Planning, Public Works, and Fire Departments, reviewed the complete application and supporting materials for compliance with City regulations and the Comprehensive Plan. The Technical Committee recommended project approval subject to conditions. *Exhibit 1.* The Applicant waived objection to all recommended conditions of approval. *Clayton Graham Testimony.*

## CONCLUSIONS

### **Jurisdiction:**

The Hearing Examiner is authorized to conduct open record hearings and issue decisions on Type III permits, including preliminary plat permit applications, pursuant to RZC 21.76.050.C, Table 21.76.050B, and RZC 21.76.060.F.

### **Subdivision Criteria for Review:**

Pursuant to RZC 21.74.030.B.1, the Examiner shall approve an application for subdivision if findings can be entered showing the following criteria are satisfied:

- a. The proposal complies with the general criteria applicable to all land use permits set forth in RZC 21.76.070.B, Criteria Applicable to All Land Use Permits;
- b. The proposal conforms to the site requirements for the zoning district in which the property is located;
- c. The proposal conforms to the requirements of this chapter;
- d. The proposed short subdivision, binding site plan, unit lot subdivision, or preliminary subdivision:

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<sup>2</sup> Sidewalks approved in the previously approved Rose Hill subdivision to the east would be completed by the time the instant lots are developed. *Testimony of Jeremy Febus and Kelly Foster.*

- i. Makes adequate provision for streets, roads, alleys, other public ways, and transit stops as required by this chapter; and the proposed street system conforms to the City of Redmond Transportation Master Plan and Neighborhood Street Plan, and is laid out in such a manner as to provide for the safe, orderly, and efficient circulation of traffic;
  - ii. Will be adequately served with water, sewer, storm drainage, and other utilities appropriate to the nature of the subdivision or short subdivision;
  - iii. Makes adequate provision for parks, recreation, and playgrounds, as required by this chapter;
  - iv. Makes adequate provision for schools and school grounds;
  - v. Makes adequate provisions for sidewalks and other planning features that meet the requirements of this chapter and that provide safe walking conditions for students who walk to and from school;
  - vi. Serves the public interest and makes appropriate provisions for the public health, safety, and welfare.
- e. Geotechnical considerations have been identified, and all hazards and limitations to development have been considered in the design of streets and lot layout to assure streets and building sites are on geologically stable soil, considering the stress and loads to which the soil may be subjected.

RZC 21.74.030.B.2 states that lack of compliance with the criteria set forth in subsection (1) of this section shall be grounds for denial of a proposed subdivision or short subdivision, or for the issuance of conditions necessary to more fully satisfy the criteria.

### **Conclusions Based on Findings:**

1. As conditioned, the proposal complies with the general criteria applicable to all land use permits, which include (in relevant part) consistency with the City's development regulations, the Comprehensive Plan, and SEPA. The proposal would satisfy the City's tree retention/replacement, critical areas, smaller dwelling unit, and affordable housing standards and requirements. A SEPA determination of non-significance was issued for the project. The proposal is consistent with Comprehensive Plan policies that promote infill development and affordable housing. *Findings 3, 5, 6, 7, 8, 9, 10, 12, 14, 15, and 22.*
2. As conditioned, the proposal conforms to the requirements of the RIN zone. The proposed housing density falls within the allowed range. The proposed lots would be consistent with the dimensional standards of the zone. Open space usable for recreation, critical areas protection, and tree preservation in excess of minimum requirements would be provided in Tracts A and B. Perimeter landscaping would be provided consistent with code requirements. *Findings 4, 7, 9, 10, 11, 14, and 15.*

3. As conditioned, the proposal is consistent with the requirements of RZC 21.74, including requirements for easements, utilities, and streets. *Findings 16, 17, 19, and 20.*
4. As conditioned, the proposal makes adequate provision for streets. *Findings 18, 21, 25, and 26.*
5. As conditioned, the proposed subdivision would be adequately served by utilities. Each lot would be served by public sewer and water. Stormwater runoff would be collected and treated on-site in Tract B. *Findings 19 and 20.*
6. As conditioned, the proposal would make adequate provision for parks, recreation, and playgrounds through the amenities provided in Tract B. *Finding 15.*
7. As conditioned, the proposal makes adequate provision for schools and school grounds. The proposed plat would be subject to a per-lot school impact fee. The school district did not identify the need for any additional mitigation measures. *Finding 21.*
8. As conditioned, the proposal makes adequate provisions for sidewalks and safe walking conditions for students. *Finding 21.*
9. As conditioned, the proposal serves the public interest and makes appropriate provisions for the public health, safety, and welfare. The intersection of NE 100th Street and 132nd Avenue NE has been evaluated for a traffic signal and signal warrants are not satisfied. The Applicant would be required to pay fire, school, and transportation impact fees per Redmond Municipal Code (RMC) Chapter 3.10. *Findings 18 and 21; RMC Chapter 3.10.*
10. Geotechnical considerations were professionally reviewed, and all hazards and limitations to development were considered in the design of streets and lot layout. All steep slopes, critical areas buffers, and the transmission line and pipeline corridors would be preserved within Tract A. *Findings 5 and 12.*

### DECISION

Based on the preceding findings and conclusions, the request for approval of a preliminary plat to subdivide 6.53 acres into 24 single-family residential lots and three tracts is **GRANTED** subject to the conditions below.

#### **A. Site Specific Conditions of Approval**

The following table identifies those materials that are approved with conditions as part of this decision.

Item	Date Received	Notes
Plan Set, pages C-0.00-Figure 1	05/17/19	<i>and as conditioned herein.</i>

SEPA Checklist	03/13/19	<i>and as conditioned herein and as conditioned by the SEPA threshold determination on April 9, 2019.</i>
Conceptual Landscaping Plan	05/17/19	<i>and as conditioned herein.</i>
Conceptual Lighting Plan	05/17/19	<i>and as conditioned herein.</i>
Proposed Tree Retention Plan	05/17/19	<i>and as conditioned herein.</i>
Traffic Mitigation Plan	05/17/19	<i>and as conditioned herein.</i>
Stormwater Design	05/17/19	<i>and as conditioned herein.</i>

**B. The following conditions shall be reflected on the Civil Construction Drawings, unless otherwise noted:**

**1. Development Engineering - Transportation and Engineering**

**Reviewer: Min Luo, Senior Engineer**

**Phone: 425-556-2881**

**Email: mluo@redmond.gov**

- a. Easements, Dedications and Vacations.** On-site easements, dedications and vacations shall be provided for City of Redmond review at the time of civil construction drawing approval and finalized upon recording of the final subdivision. Off-site easements must be finalized for recording prior to civil construction drawing approval. The existing and proposed easements and right-of-way shall be shown on the civil drawings and subdivision documents. Prior to acceptance of the right(s) of way and/or easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

**i. Easements are required as follows:**

- (a) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on the west side of 138th Avenue NE along the development's frontage.
- (b) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on both sides of NE 98th Street.
- (c) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on north side of NE 97th Street and on the south side of NE 97th Street along the development frontage.
- (d) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on the east side of 137th Avenue NE.
- (e) 10-foot wide sidewalk and utilities easement, granted to the City of Redmond, along all right-of-way on both sides of 136th Avenue NE.

- (f) 100-foot blanket trail easement, granted to the City of Redmond over the transmission line corridor as shown in in the Site Plan prepared by KPFF, signed on May 16, 2019.
- (g) At the time of construction, additional easements may be required to accommodate the improvements as constructed.

(Code Authority: RZC 21.52.030 (G); RMC 12.12)

**ii. Dedications for right-of-way are required as follows:**

- (a) New right-of-way lines joining at the intersection of 138th Avenue NE and NE 98th Street shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northwest and southwest corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (b) New right-of-way lines joining at the intersection of 137th Avenue NE and NE 98th Street shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northeast corner. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (c) New right-of-way lines joining at the intersection of 136th Avenue NE and NE 98th Street shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the southwest and southeast corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (d) New right-of-way lines joining at the intersection of 136th Avenue NE and NE 97th Street shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northwest and northeast corners. The area formed by this radius or chord shall also be dedicated as right-of-way.
- (e) New right-of-way lines joining at the intersection of 138th Avenue NE and NE 97th Street shall connect with a 25-foot radius, or with a chord that encompasses an equivalent area at the northeast corner. The area formed by this radius or chord shall be dedicated as right-of-way.
- (f) A strip of land 12.5 feet wide (the flag) abutting the west side of the existing 138th Avenue NE right-of-way south of NE 100th Street shall be granted as right-of-way.
- (g) A strip of land three feet wide (south of the flag) abutting the west side of the existing 138th Avenue NE right-of-way shall be granted as right-of-way.
- (h) A strip of land 13 feet wide abutting the east side of the existing 137th Avenue NE right-of-way along the development frontage shall be granted as right-of-way.
- (i) A strip of land 53 feet wide shown as 136th Avenue NE between NE 97th Street and NE 98th Street in the Site Plan prepared by KPFF, signed on May 16, 2019 shall be dedicated as right-of-way.

- (j) A strip of land 53 feet wide shown as NE 98th Street in the Site Plan prepared by KPFF, signed on May 16, 2019 shall be dedicated as right-of-way.
- (k) A strip of land five feet wide abutting the north side of the existing NE 97th Street right-of-way between 136th Avenue NE and 138th Avenue shall be granted as right-of-way.
- (l) A strip of land 18 feet wide abutting the south side of the existing NE 97th Street right-of-way along the development's frontage shown in the Site Plan prepared by KPFF, signed on May 16, 2019 shall be dedicated as right-of-way.

(Code Authority: RZC 21.52.030 (G); RMC 12.12)

- b. Construction Restoration and Street Overlay.** In order to mitigate damage due to trenching and other work on 138th Avenue NE and NE 97th Street, the asphalt street shall be planed, overlaid, and/or patched, per COR SD 202 or 203. If the Pavement Condition Index (PCI) of the existing pavement is below 70 (as determined by the City's bi-annual pavement survey), the development shall be required to plane and overlay the entire half street along the project frontage at a minimum as determined by the Traffic Operations and Safety Engineering Division in Public Works. Contact Paul Cho at 425-556-2838.

(Code Authority: RMC 12.08; Redmond Standard Specifications & Details; RZC 21 Appendix 2-A.8.e)

**c. Street Frontage Improvements**

- i. The frontage half-street improvements along 138th Avenue NE must meet current City Standards, which includes asphalt paving 12 feet, three-foot thickened edge concrete ribbon curb measured from the right-of-way centerline, five-foot planter, five-foot wide concrete sidewalk, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement depths for the street section shall consist of:
  - Seven inches HMA Class ½" PG 64-22
  - Four inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
  - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
  - Super elevated 2% sloped to drain system

(Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details)

- ii. The NE 97th Street full-street section, the new NE 98th Street, and 136th Avenue NE must meet current City Standards, which includes asphalt paving 22 feet, three-foot thickened edge concrete ribbon curb on each side, 10 feet drainage swale on

one side and five feet planter on the other side, 5 feet wide concrete sidewalk on each side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven-inches HMA Class ½” PG 64-22
- Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

(Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details)

- iii. The NE 97th Street half-street section must meet current City Standards, which includes asphalt paving 20 feet, including three-foot thickened edge concrete ribbon curb on one side, concrete curb and gutter on the other side, 4.5 feet gravel shoulder on the south side and five feet planter and 5 feet wide concrete sidewalk on the north side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven-inches HMA Class ½” PG 64-22
- Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

(Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details)

- iv. The 137th Avenue NE half-street section must meet current City Standards, which include asphalt paving 16 feet, including three-foot thickened edge concrete ribbon curb, five feet planter and 5 feet wide concrete sidewalk on the east side, storm drainage, street lights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:

- Seven-inches HMA Class ½” PG 64-22
- Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
- Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
- Super elevated 2% sloped to drain system

(Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details)

- v. The Access Tract C street section must meet current City Standards, which include asphalt paving 20 feet and five feet planter on the east side, storm drainage, streetlights, street trees, street signs and underground utilities including power and telecommunications. The minimum pavement section for the streets shall consist of:
- Seven-inches HMA Class ½” PG 64-22
  - Four-inches of 1-1/4 inch minus crushed rock base course per WSDOT Standard Spec 9-03.9(3)
  - Subgrade compacted to 95% compacted maximum density as determined by modified Proctor (ASTMD 1557)
  - Super elevated 2% sloped to drain system

(Code Authority: RZC 21.52.030; RZC 21.17.010; RMC 12.12; RZC 21 Appendix 2; Redmond Standard Specifications & Details)

- vi. A separate 40-scale channelization plan may be required for any public street being modified or constructed. The plan shall include the existing and proposed signs, striping and street lighting and signal equipment for all streets adjacent to the site and within at least 150 feet of the site property line (both sides of the street). The plan shall conform to the requirements in the City of Redmond Standard Specifications and Details Manual.

(Code Authority: RZC 21.52.030 (F); RZC 21 Appendix 2; Redmond Standard Specifications & Details; RCW 47.24.020)

- vii. Sidewalks constructed to City standards are required at the following locations:
- Five feet concrete sidewalks on the west side of 138th Avenue NE
  - Five feet concrete sidewalks on the east side of 137th Avenue NE
  - Five feet concrete sidewalks on both sides of 136th Avenue NE
  - Five feet concrete sidewalks on both sides of NE 98th Street
  - Five feet concrete sidewalks on the north side of NE 97th Street
  - Five feet concrete sidewalks on the south side of NE 97th Street along the development’s frontage

(Code Authority: RZC 21.10.150; RZC 21.17.010; RZC 21.52.050; RMC 12.12)

**d. Access Improvements**

- i. The type and location of the proposed site accesses are approved as shown on the Rose Hill West Subdivision site plan prepared by KPFF on May 16, 2019.

(Code Authority: RZC 21.52.030 (E); RZC 21 Appendix 2)

- ii. Direct access from individual lot to 138th Avenue NE will not be permitted. This restriction shall be indicated on the civil plans and other final documents.

(Code Authority: RZC 21.52.030(E); RZC 21 Appendix 2)

- e. **Underground Utilities.** All existing aerial utilities shall be converted to underground along the street frontages and within the development. All new utilities serving the development shall be placed underground.

(Code Authority: RZC 21.17.020; RZC 21 Appendix 2 – A.11)

- f. **Street Lighting.** Illumination of the street(s) along all property frontages must be analyzed to determine if it conforms to current City standards. Streetlights may be required to illuminate the property frontage. Luminaire spacing should be designed to meet the specified criteria for the applicable lamp size, luminaire height and roadway width. Contact Paul Cho, Transportation Operations at (425) 556-2751 with questions. The street lighting shall be designed using the criteria found in the City's Illumination Design Manual which can be accessed at:

<https://www.redmond.gov/862/Transportation-Documentation-Library>

(Code Authority: RZC 21.52.030 (F); RZC 21 Appendix 2)

- g. **Safe Walking Route(s).** The Redmond Zoning Code requires that safe pedestrian linkages be provided between new developments and public facilities. The proposed subdivision is within a 1-mile walking radius of the Mark Twain Elementary School. An interim walkway(s) shall be provided if the previous Rose Hill Subdivision has not completed the safe walk route.

(Code Authority: RCW 58.17.060; RZC 21.17.010(F)(2); RZC 21 Appendix 2; RZC 21.52.030; RZC 21.74.020(I))

## **2. Development Engineering – Water and Sewer**

**Reviewer: Heba Awad, Senior Utility Engineer**

**Phone: 425-556-2861**

**Email: hawad@redmond.gov**

- a. **Water Service.** Water service will require a developer extension of the City of Redmond water system as follows:

The developer will install new water mains, fire hydrants, water service lines, meters and necessary appurtenances for the development generally as shown on the Preliminary Plat plan set.

The water main will be extended to the following proposed streets:

- a. Eight-inch Ductile Iron water main along 136th Avenue NE.
- b. Eight-inch Ductile Iron water main along NE 97th Street.
- c. Eight-inch Ductile Iron water main along NE 98th Street.
- d. Eight-inch Ductile Iron water main along the access road to the west side of lot number 17.

Code Authority: RZC 21.74.020(D)

Condition Applies: Civil Construction

- b. **Sewer Service.** Sewer service will require a developer extension of the City of Redmond sewer system as follows:

The developer will install new sewer mains, sewer manholes and side sewers for the development generally as shown on the Preliminary Plat plan set.

The water main will be extended to the following proposed streets:

- e. Eight-inch PVC sewer main along 136th Avenue NE.
- f. Eight-inch PVC sewer main along NE 97th Street.
- g. Eight-inch PVC sewer main along NE 98th Street.
- h. Eight-inch PVC sewer main along TRACT C.
- i. Eight-inch PVC sewer main along the access road to the west side of lot number 17.

Code Authority: RZC 21.74.020(D)

Condition Applies: Civil Construction

- c. **Easements.** Easements shall be provided for all water and sewer improvements as required in the Design Requirements for Water and Sewer System Extensions. Easements for the water and sewer mains shall be provided for City of Redmond review at the time of construction drawing approval.
  - a. 20-foot wide sewer easement, granted to the City of Redmond, along TRACT C serving lots numbers 21, 22 and 23.
  - b. 30-foot wide water and sewer easement, granted to the City of Redmond, along the access road to the west side of lot number 17.

At the time of construction, additional easements may be required to accommodate the improvements as constructed.

Code Authority: RZC 21.74.020(C), Appendix 3

Condition Applies: Civil Construction, Short Subdivision Document

- d. Permit Applications.** Water meter and side sewer applications shall be submitted for approval to the Development Engineering Utility Division. Permits and meters will not be issued until all improvements are constructed and administrative requirements are approved. Various additional guarantees or requirements may be imposed as determined by the Utilities Division for issuance of meters and permits prior to improvements or administrative requirements being completed. All stub fees shall be paid prior to sale of water and side sewer permits.

Code Authority: RMC 13.08.010, 13.12

Condition Applies: Prior to Permit Purchase

- e. Reimbursement Fees:** Reimbursement fees for connection of water and/or sewer are required. These fees are due prior to issuance of Site Permit or other city permits, which allows connection to any sewer or water facility.

Code Authority: RMC 13.12.120

Condition Applies: Prior to Permit Issuance

### **3. Development Engineering – Stormwater/Clearing and Grading**

**Reviewer: Jeff Dendy, Senior Engineer**

**Phone: 425-556-2890**

**Email: jdendy@redmond.gov**

- a. Water Quantity Control:**
- i. Stormwater discharges shall match the developed discharge duration to the predeveloped duration for the range of predeveloped discharge rates from 50% of the 2-year peak flow up to the full 50-year flow. Detention shall be provided in a publicly maintained vault.
  - ii. Provide for overflow routes through the site for the 100-year storm.
  - iii. The three lots located south of NE 97th Street will have roof runoff dispersed in a common facility east of the Lot 15 house.

(Code Authority: RMC 15.24.080)(2)(d))

- b. Water Quality Control**
- i. Basic water quality treatment shall be provided in a publicly maintained wet-vault. Treatment is required for the 6-month, 24 hour return period storm.

(Code Authority: RMC 15.24.080(2)(c))

- c. **Easements.** Easements will be required for any public stormwater conveyance systems on private property. Easements shall be provided for City of Redmond review at the time of construction drawing approval and finalized for recording prior to issuance of a building permit or issuance of water meter or side sewer permits. The existing and proposed easements shall be shown on the civil plans. Prior to acceptance of the easement(s) by the City, the developer will be required to remove or subordinate any existing private easements or rights that encumber the property to be dedicated.

(Code Authority: RMC 15.24.080(2)(i))

- d. **Private Stormwater Easements.** Private stormwater easements will be required where drainage systems are located across adjacent properties and will remain under private ownership. Maintenance of private drainage systems will be the responsibility of the property owners benefiting from the easement. Prior to construction drawing approval and final short subdivision recording, fully executed and recorded easements shall be provided to the Development Engineering Division.

**Code Authority: RZC 21.54.010(D), 21.74.020(C), 21.54.010(E), Appendix 3**  
**Condition Applies: Civil Construction, Short Subdivision Document**

- e. **Clearing and Grading.** Fill is needed along the east side of 137th Place NE. To limit impacts to the trees to remain, a slope, not to exceed 2 vertical feet, can be placed at a slope of 2 to 1. Any fill greater than 2 feet must be placed at the standard 3 to 1 on private property within this specific location.

(Code Authority: RMC 15.24.080)

- f. **Temporary Erosion and Sediment Control (TESC).**  
 i. Rainy season work permitted October 1st through April 30th with an approved Wet Weather Plan.

(Code Authority: RMC 15.24.080)

- g. **Floodplain Management.** The project does not lie within a designated FEMA special flood hazard zone.

(Code Authority: RZC 21.64.010 and 21.64.040)

- h. **Landscaping.** Keep the storm vault access road clear of plantings and decorations / structures.

(Code Authority: RZC 21.32)

- i. Department of Ecology Notice of Intent Construction Stormwater General Permit.** Notice of Intent (NIO) must be submitted to the Department of Ecology (DOE) at least 60 days prior to construction on a site that disturbs an area of one acre or larger. Additional information is available at: [www.ecy.wa.gov/pubs/0710044.pdf](http://www.ecy.wa.gov/pubs/0710044.pdf).

(Code Authority: Department of Ecology Rule)

- j. Soil Amendment** – To address all current conditions on-site, the project is conditioned to provide full yard soil amendment (City of Redmond Standard detail 632) for Lots 15 through 17.

(Code Authority: 2014 Stormwater Management Manual for Western Washington. Condition Applies: Coordinated Civil Review.)

#### **4. Fire Department**

**Reviewer: Scott Turner, Assistant Fire Marshal**

**Phone: 425-556-2273**

**Email: [sturner@redmond.gov](mailto:sturner@redmond.gov)**

The current submittal is generally adequate for LAND-2018-00501 Approval but does not fully represent compliance with all requirements. The following conditions are integral to the approval and shall be complied with in Civil Drawings, Building Permit Submittals, Fire Code Permit submittal, and/or other applicable processes:

- a. Site Plan Condition**
- Fire access requirements shall conform to the codes and standards listed below (e).
  - Hydrant and water supply requirements shall conform to the codes and standards listed (below (e)).
  - Specific site plan conditions including but not limited to addresses for structures, striping and signage of required fire access, roadway surfaces and grades and individual water supply to homes will be formalized in the Civil Review Process.
- b. Fire Protection Plan** – The overall fire protection plan for this development includes:
- 1) Redmond Fire access to and within the plat utilizing public roads for providing firefighting services, rendering emergency medical aid and other emergency activities.
  - 2) Code compliant access to individual structures using private roadways and in recorded emergency vehicle access easements (EVAE).
  - 3) Establishment of recorded Emergency Vehicle Operating Areas (EVOA) where required.

- 4) A system of fire hydrants for firefighting activities.
- 5) A public water system capable of supplying water for residential fire sprinkler systems.

**c. Change or Modification**

- Any changes or modifications to the approved entitlement plan shall be subject to Fire Marshal approval.
- Any changes or modifications to the future approved civil plan shall be subject to Fire Marshal approval.

**d. Fire Code Permit**

- All homes to be equipped with an NFPA 13d compliant fire sprinkler system.
- Other permits as authorized in the International Fire Code and Redmond Fire Standards apply to the residences and facilities of this plat.

(Code Authority: RMC 15.06; RZC Appendix 3, RFD Standards, RFDD&CG)

**5. Planning Department**

**Reviewer: Scott Reynolds, Planner**

**Phone: 425-556-2409**

**Email: sreynolds@redmond.gov**

- a. Street Trees.** The following street trees are required to be installed in accordance with RZC 21.32.090. The minimum size at installation is 2 ½ inch caliper.

Street	Species	Spacing
136th Avenue NE	Japanese Flowering Cherry	30 feet on-center
137th Place NE	Okame Cherry	30 feet on-center
138th Avenue NE	Bowhall Maple	30 feet on-center
NE 98th Street	City Sprite Zelkova	30 feet on-center
NE 97th Street	Chanticleer Pear	30 feet on-center

**Code Authority: RZC 21.32.090**

**Condition Applies: Civil Construction**

- b. Disclosure.** The Final Plat shall call out and label the Interlake Sporting Association property. The applicant shall also disclose the location of the Interlake Sporting Association within the purchase agreement for all homes proposed for sale within the Rose Hill West subdivision.

**Code Authority: RMC 6.36.050(A)(2)(c)**  
**Condition Applies: Final Plat & Lot Sales**

- c. **Tree Preservation Plan.** A Tree Preservation Plan depicting all significant and landmark trees required to be preserved as part of the site development must be provided with the civil construction drawings. A map of all retained trees shall be shown and recorded at the time of final plat.

**Code Authority: RZC 21.72.060D**  
**Condition Applies: Civil Construction, Final Plat & Building Permits**

- d. **Tree Health Assessment.** An updated tree health assessment shall be provided during the Civil review process.

**Code Authority: RZC 21.32**  
**Condition Applies: Civil Construction**

- e. **Critical Areas Recording.** The regulated critical area and its associated buffer(s) must be protected by an NGPE or placed in a separate tract where development is prohibited. Proof of recording must be submitted to the City prior to issuance of a Certificate of Occupancy on the site. Staff shall provide easement language required at time of recording.

**Code Authority: RZC 21.64.010.R.4**  
**Condition Applies: Final Plat documents**

- f. **Critical Area Invasive Weed Removal.** Prior to transfer of ownership of Native Growth Protection Tract, all invasive Weeds shall be removed to the satisfaction of City of Redmond Natural Resource Department.

**Code Authority: RMC 6.12**  
**Condition Applies: Final Plat documents**

- g. **Final Critical Areas Report.** A final Critical Areas Report must be submitted with the civil construction drawings or building permits if civil construction drawings are not required. All required enhancement and mitigation must be shown on the civil construction drawings. This includes any required planting, signage, fencing, wetland or stream enhancement, etc. that is required in the report. If report is greater than two years old at time of CCRs, an updated report shall be submitted.

**Code Authority: RZC Appendix 1, Section G(2)****Condition Applies: Coordinated Civil Review and Final Plat documents**

- h. Setbacks.** Setback classifications (e.g. front, side, side street, rear) shall be noted on each lot corresponding to the appropriate location for each setback. The setback dimensions shall not be included.

**Code Authority: RZC 21.08.170(H)****Condition Applies: Final Plat documents and Building Permits**

- i. Residential Architectural, Site, and Landscape Design.** All single-family building permits associated with the Plat shall be reviewed by the Department of Planning and Community Development for conformance with the Residential architectural, site and landscape design requirements. Please see Building Permit User Guide condition for additional information.

**Code Authority: RZC 21.08.180(B)****Condition Applies: Building Permit**

- j. Planting Standards.** Landscaping shall be coordinated with water/sewer lines and fire hydrants/connections. Trees shall be planted a minimum of 8 feet from the centerline of any water/sewer lines, unless otherwise approved and provisions provided. Shrubs shall be planted to maintain at least 4 feet of clearance from the center of all fire hydrants/connections.

**Code Authority: RZC 21.32.080****Condition Applies: Civil Construction**

- k. Open Space.** The proposal includes development-wide calculations to meet the open space requirements. Each lot shall include a minimum of 10 percent of total lot square footage in open space. Open space for the benefit of the entire development must be contiguous, designed for recreation, and not have dimension less than 25 feet. Required open space shall be shown on the final subdivision document.

**Code Authority: RZC 21.08.170(L)(2)(a)****Condition Applies: Building Permits and Final Plat Document**

- l. Impact Fees.** For the purpose of impacts, the use(s) assigned for this project have been determined as the following: three (3) units classified as single-family residence may be credited for structures to be demolished at time

impact fee calculation during building permit review. If the proposed development is eligible for any additional credits including right-of-way dedication and system improvements, these additional credits will be assessed and provided after construction, dedication or implementation is completed and accepted by the City.

**Code Authority: RMC 3.10**

**Condition Applies: Building Permit**

- m. Bonds.** Bonds for Landscaping, Tree Preservation, Tree Replacement and Mitigation shall be provided no less than 5 days prior to request for Mylar signatures. Drafts of the Bond Agreements, Bond quantity Worksheets and Bond Calculation Worksheets shall be submitted at time of Civil Construction Application. If not provided at time of CCR submittal, entire submittal will be rejected for intake.

**Code Authority: RZC 21.76.090.F**

**Condition Applies: Civil Construction**

- n. Trail Easement.** A trail easement in the same footprint of the PSE Power line easement shall be dedicated to the City of Redmond as shown under Attachment 5, Plan Set for a future Regional PSE trail. The developer is not responsible for construction of the trail.

**Code Authority: Chapter 6 PARCC Plan**

**Condition Applies: Final Plat**

- o. Affordable Housing.** The Rose Hill West Subdivision shall demonstrate conformance with the Affordable Housing Regulations in RZC 21.20.050. An agreement in a form approved by the City must be recorded with the King County Recorder's Office to stipulate conditions under which the required affordable housing unit will remain as affordable housing for the life of the development. This agreement shall be a covenant running with the land, binding on the assigns, heirs, and successors of the applicant. Prior to the issuance of any building permit, the owner shall sign any necessary agreements with the City to implement these requirements. Applicant shall initiate contract by contacting Sarah Stiteler on Human Services and Long Range Planning staff at 425-556-2469 or at sstiteler@redmond.gov.

**Code Authority: RZC 21.20.050**

**Condition Applies: Building Permit**

- p. **Inadvertent Discovery Plan** – A laminated copy of the City of Redmond Inadvertent Discovery Plan shall be required to be maintained at the project location at all times during respective construction. All project proponents and contractors will be made aware of the plan's location, purpose, and relevance, consistent with Federal and State laws regarding the protection, preservation, and response to cultural resources.

**Code Authority: RZC 21.30.070.D**

**Condition Applies: Civil Construction & Building Permit**

- q. **Building Permit Submittal.** Items listed within the *Building Permit User Guide—Planning* shall be provided and remain code compliant at the time of building permit submittal. All tables, associated information, and submittal items shall be completed per the required formatting. The *Intake Requirements Overview and Signature Page*, Arborist Report (for in-fill lots), Tree Preservation Plan (for active plats), and a copy of the recorded final plat shall be provided to the [PlannerOnCall@redmond.gov](mailto:PlannerOnCall@redmond.gov) no less than TWO business days prior to permit application submittal. If these requirements are not met and provided at the designated time per the building permit application submittal, your submittal will be rejected.

## **B. Compliance with City of Redmond Codes and Standards**

This approval is subject to all applicable City of Redmond codes and standards, including but not limited to the following:

### **Transportation and Engineering**

RMC 6.36:	Noise Standards
RZC 21.52:	Transportation Standards
RZC 21.40.010(E):	Design Requirements for Parking Facilities
RZC 21.54:	Utility Standards
RMC 12.08:	Street Repairs, Improvements & Alterations
RMC 12.12:	Required Improvements for Buildings and Development
RMC 12.16:	Highway Access Management
RZC 21.76.100(F)(9)(c)	Nonconforming Landscaping and Pedestrian System Area
RZC 21.76.020(G):	Site Construction Drawing Review
RZC 21.76.020(H)(6):	Preconstruction Conference
RZC 21.76.020(H)(7):	Performance Assurance
RZC Appendix 3:	Construction Specification and Design Standards for Streets and Access
City of Redmond:	Record Drawing Requirements, July 2015

City of Redmond: Standard Specifications and Details (current edition)

### Water and Sewer

RMC 13.04: Sewage and Drainage  
 RMC 13.08: Installing and Connecting Water Service  
 RMC 13.10: Cross-Connection and Backflow Prevention  
 RZC 21.17.010: Adequate Public Facilities and Services Required  
 RZC Appendix 4: Design Requirements for Water and Wastewater System Extensions  
 City of Redmond: Standard Specifications and Details (current edition)  
 City of Redmond: Design Requirements: Water and Wastewater System Extensions - January 2012.

### Stormwater/Clearing and Grading

RMC 15.24: Clearing, Grading, and Storm Water Management  
 RZC21.64.060 (C): Planting Standards  
 RZC 21.64.010: Critical Areas  
 RZC 21.64.040: Frequently Flooded Areas  
 RZC 21.64.050: Critical Aquifer Recharge Areas  
 RZC 21.64.060: Geologically Hazardous Areas  
 City of Redmond: Standard Specifications and Details (current edition)  
 City of Redmond: Stormwater Technical Notebook, 2012  
 Department of Ecology: Stormwater Management Manual for Western Washington (revised 2005)

### Fire

RMC 15.06: Fire Code  
 RZC Appendix 3: Construction Specification and Design Standards for Streets and Access  
 City of Redmond: Fire Department Design and Construction Guide 5/6/97  
 City of Redmond: Fire Department Standards

### Planning

RZC 21.58-21.62 Design Standards  
 RMC 3.10 Impact Fees  
 RZC 21.32, 21.72: Landscaping and Tree Protection  
 RZC 21.34: Exterior Lighting Standards  
 RMC 6.36: Noise Standards  
 RZC 21.38: Outdoor Storage and Service Areas  
 RZC 21.40: Parking Standards  
 RCZ 21.64: Critical Areas  
 RZC 21.48 Transfer of Development Rights (TDRs)

RZC Appendix 1:

Critical Areas Reporting Requirements

**Building**

2015 International Building Codes (IBCs)  
2015 Uniform Plumbing Code  
2015 International Residential Code (IRC)

**DECIDED** August 5, 2019.

By:



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Sharon A. Rice  
City of Redmond Hearing Examiner

**Note:** Type III decisions of the Hearing Examiner may be appealed to the King County Superior Court as provided in RZC 21.76.060.J.



Memorandum

**Date:** 8/10/2021

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 21-378

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-452-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Don Cairns	Transportation Planning and Engineering Manager
Planning and Community Development	Micah Ross	Senior Engineer

**TITLE:**

Adoption of 2022-2027 Six-Year Transportation Improvement Program (TIP)

**OVERVIEW STATEMENT:**

The TIP is a state-mandated planning document, updated annually, listing all significant transportation projects anticipated to be built or to compete for grant funding within the next six-years. Following a public hearing in September, the proposed TIP can be adopted by City Council.

The TIP was updated in 2020 to coordinate with the approved 2021-2026 CIP. This year, only minor updates are proposed to the 6-Year TIP.

**Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

**Receive Information**       **Provide Direction**       **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - 1) Capital Investment Program (CIP) - provides a near-term (six-year) financial planning outlook into capital needs that advance the City's vision.
  - 2) Capital Investment Strategy (CIS) - provides a framework for both near-term investments within the CIP timeframe and long-term capital needs that advance the City's vision.
  - 3) Development Agreements - various commitments agreed to by City and applicants (agencies or private developers) through the permit and review process.
  - 4) Comprehensive Plan - establishes the vision and policy direction for how the City will grow and develop

through 2030.

5) Transportation Master Plan (TMP) - an element of the Comprehensive Plan that guides the City's transportation investments and activities and includes the system plans for street, transit, pedestrian, and bicycle infrastructure.

• **Required:**

This update to the TIP is required annually by state law (RCW 39.92.030).

• **Council Request:**

N/A

• **Other Key Facts:**

- The 6-Year TIP is a planning document.
- The City of Redmond TIP lists both funded and unfunded projects needed within the next six-years. The TIP includes City CIP, major developer, other agency funded and grant candidate projects.
- For projects to be eligible to receive State or Federal funds they need to be listed on the City's 6-Year TIP

**OUTCOMES:**

The annual update of the 6-Year TIP keeps the City in compliance with state law and provides a foundation for future transportation grants. The update process also supports alignment of transportation priorities with the City's vision, the biennial budget, CIP, and CIS. The TIP is the City's most comprehensive listing of near-term transportation needs (funded and unfunded).

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

• **Timeline (previous or planned):**

8/17/2021 - Publish Notice of Public Hearing

9/7/2021 - Public Hearing before City Council

• **Outreach Methods and Results:**

Interested parties are invited to contact the Clerk's Office to provide comment. Anyone who is hearing or visually impaired can notify the Clerk's Office one week in advance of the public hearing to arrange for assistance.

• **Feedback Summary:**

Any feedback provided before the hearing will be summarized by staff and provided to Council in a Staff Report on the night of the public hearing.

**BUDGET IMPACT:**

**Total Cost:**

The TIP is a planning document that does not obligate the City to expend funds or alter its capital funding priorities.

**Approved in current biennial budget:**

Yes

No

N/A

**Budget Offer Number:**

000242 - Mobility of People and Goods

**Budget Priority:**

Vibrant and Connected

Other budget impacts or additional costs:  Yes  No  N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

The document is a planning document and as such does not obligate the City to expend funds or alter its capital funding priorities.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
8/17/2021	Business Meeting - Staff Report	Receive Information
9/7/2021	Business Meeting	Approve

**Time Constraints:**

A 2022-2027 Six-Year TIP must be adopted and submitted to the Washington State Department of Transportation by the end of 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City would not be eligible to apply for or accept State and Federal transportation grants.

**ATTACHMENTS:**

Attachment A: Summary of TIP Updates (Included)

Attachments B-D will be provided prior to the public hearing in September

Attachment B - Presentation

Attachment C - Resolution adopting the 2022-2027 Transportation Improvement Program

Attachment D - TIP Project List

Attachment E - TIP Project Descriptions

Attachment F - Map of TIP Projects

Attachment G - Map of TIP Changes

## Summary of 2021 Updates to the Proposed 2022-2027 Six-Year Transportation Improvement Program (TIP)

### A. Completed

*These projects were removed from the TIP because they are complete or are expected to be substantially completed in 2021.*

- B37 – SR 520 Trail Grade Separation at NE 40<sup>th</sup> Street
- B91 – NE 31<sup>st</sup> Street Light Rail Station Access – 148<sup>th</sup> Ave NE to Overlake Village Ped-Bike Bridge
- P101 Retaining Walls – Replacement and Installation (Redmond Way Rockery)
- P39 – Bel-Red Preservation – 20<sup>th</sup> Street – 156<sup>th</sup> Place
- S66 – NE 24<sup>th</sup> Street and Bel-Red Road Southbound Right Turn Lane

### B. Revised

*These projects were combined into a single project, which will be called B90 Bel-Red Road Bicycle Lanes – West Lake Sammamish Parkway to 156<sup>th</sup> Ave NE*

- B90 – NE 28<sup>th</sup> Street Bicycle Connection – 156<sup>th</sup> Ave NE to Bel-Red Road
- B93 – Bel-Red Bicycle Lanes – NE 40<sup>th</sup> Street to NE 28<sup>th</sup> Street
- B101 – Bel-Red Bicycle Lanes – West Lake Sammamish Parkway to NE 40<sup>th</sup> Street

*Project B89 was incorporated into C57 because it is within the same project limits and will be constructed as one project.*

- C57 – 152<sup>nd</sup> Ave NE Improvements – NE 24<sup>th</sup> Street to NE 31<sup>st</sup> Street
- B89 – 152<sup>nd</sup> Ave NE Cycle Track and Bus Bulbs – NE 26<sup>th</sup> Street to NE 28<sup>th</sup> Street



Memorandum

Date: 8/10/2021  
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 21-358  
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Dave Juarez	425-556-2733
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DEPARTMENT STAFF:

Public Works	Jeff Thompson	Senior Engineer
Public Works	Peter Holte	Senior Planner

TITLE:  
Draft General Wastewater Plan Update

OVERVIEW STATEMENT:

The City Wastewater Utility has completed a draft of the City of Redmond General Wastewater Plan Update. The draft plan ensures that the conveyance capacity of Redmond’s Wastewater Utility matches anticipated growth within the City. This is a functional plan, required by the Washington State Growth Management Act, and is based on the City’s current zoning allowances assuming built-out conditions.

Staff will provide a presentation on the plan to the Planning and Public Works Committee of the Whole on August 10, 2021. The final plan was originally scheduled to come before Council on August 17, 2021. Due to a delay in receiving comments from the Washington State Department of Ecology, this timeframe has been re-scheduled, and the final plan will come before Council for approval on September 21, 2021.

Additional Background Information/Description of Proposal Attached

Link to complete Draft of the General Wastewater Plan Update:

<https://www.redmond.gov/DocumentCenter/View/17333/City-of-Redmond-General-Wastewater-Plan-Update-Feb-2021-Draft-PDF>

REQUESTED ACTION:

- Receive Information
- Provide Direction
- Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
The Draft General Wastewater Plan Update supports 32 Comprehensive Policies. The most pertinent include:
  - CF-1 Develop and regularly update functional plans that assess capital facility needs and strategies for addressing such needs. Provide opportunities for public involvement appropriate to the nature of the update. Use functional plans to guide the development of capital priorities and investment decisions within each of the following functional areas...Waste and sewer systems;

- UT-1 Ensure that adequate public utilities and facilities are planned for, located, extended, and sized consistent with the planned growth described in the Goals, Vision and Framework Policies; Annexation and Regional Planning; and Land Use Elements.
- **Required:**  
The draft plan meets requirements in *Washington State Growth Management Act* [RCW 36.70A.70 (3)] relating to capital facility planning efforts.
- **Council Request:**  
At the July 20, 2021 Regular Business meeting, Council requested a presentation on this item at the August 10, 2021 Planning and Public Works Committee of Whole meeting.
- **Other Key Facts:**  
The General Wastewater Plan Update is part of the 2021 Annual Comprehensive Plan Amendment Docket and will be included as a part of the docket the Council is scheduled to adopt on August 17, 2021. Due to a delay in receiving comments from the Washington State Department of Ecology, the final version of the plan will not be ready on August 17 and has been re-scheduled to come to Council for approval on September 21, 2021. A proviso in the ordinance adopting the Comprehensive Plan Amendment Docket will allow the plan's inclusion as part of the docket so long as the final plan is adopted by October 26, 2021.

**OUTCOMES:**

This plan ensures that the conveyance capacity of Redmond's Wastewater Utility keeps pace with the City's growth. The plan will be used by the City and developers to identify where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
March 8 through April 2, 2021
- **Outreach Methods and Results:**
  - Created a "Let's Connect Redmond" webpage to solicit and gather input from stakeholders.
  - Sent a targeted email using City's GovDelivery System to 132 construction/development businesses that work in or near Redmond.
  - Announced release of the draft plan using the City's EnviroNews, newsletter. This was followed-up with 2 Facebook announcements spaced one week apart.
  - Held three sets of "Office Hours" allowing stakeholders to directly contact the plan's project manager.
  - Held an on-line stakeholders meeting May 30, 2021.
- **Feedback Summary:**  
We received no public comments on the draft plan. The GovDelivery Report indicates that the email was delivered, and that some of the stakeholders clicked on links to access on-line information about the plan. No contacts were made during office hours. Only two individuals attended the on-line stakeholder meeting; neither provided comments.

**BUDGET IMPACT:**

**Total Cost:**  
\$515,000 for plan development

**Approved in current biennial budget:**       Yes       No       N/A

**Budget Offer Number:**  
278-Wastewater Management

**Budget Priority:**  
Health and Sustainable

**Other budget impacts or additional costs:**     Yes             No             N/A

**If yes, explain:**  
N/A

**Funding source(s):**  
Wastewater Utility-Funds: 402 (Novelty Hill Wastewater Management Fund); 401 (City of Redmond Wastewater Fund)

**Budget/Funding Constraints:**  
N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
6/8/2021	Committee of the Whole - Planning and Public Works	Provide Direction
7/20/2021	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
9/21/2021	Business Meeting	Approve

**Time Constraints:**

The ordinance authorizing items to be included in the 2021 Annual Comprehensive Plan Amendment Docket will include language requiring Council's adoption of the final General Wastewater Plan Update by no later than October 26, 2021.

**ANTICIPATED RESULT IF NOT APPROVED:**

Lack of approval of this item will place the City in conflict with the Growth Management Act and potentially harm the City's ability to supply wastewater conveyance in growing areas of the City.

**ATTACHMENTS:**

- Attachment A: Executive Summary for the Draft General Wastewater Plan Update
- Attachment B: Staff Report to Council on the Draft General Wastewater Plan Update
- Attachment C: Planning Commission Recommendation to Council

## **ES Executive Summary**

### **ES.1 Growth**

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

### **ES.2 Capital Improvement Program and Development Projects**

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

#### **ES.2.1 Capital Improvement Program**

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

#### **ES.2.2 Developer Extensions/Development Projects**

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

### **ES.2.3 Septic-to-Sewer Projects**

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

## **ES.3 Other Recommendations**

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

### **ES.3.1 Recommended Operation and Maintenance Improvements**

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

### **ES.3.2 Wastewater Flows and Modeling Recommendations**

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

## **ES.4 Funding Growth**

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

## **ES.5 Planning and Analysis Tools**

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

### **ES.5.1 Industry-Accepted Modeling Platform**

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

### **ES.5.2 Compatibility with King County Data**

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

### **ES.5.3 GIS Compatibility**

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

### **ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time**

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

### **ES.5.5 What-If Scenarios for Planned Improvements**

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

### **ES.5.6 Improved Reliability and Accuracy of Data Sources**

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

# General Wastewater Plan Update

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July 20, 2021

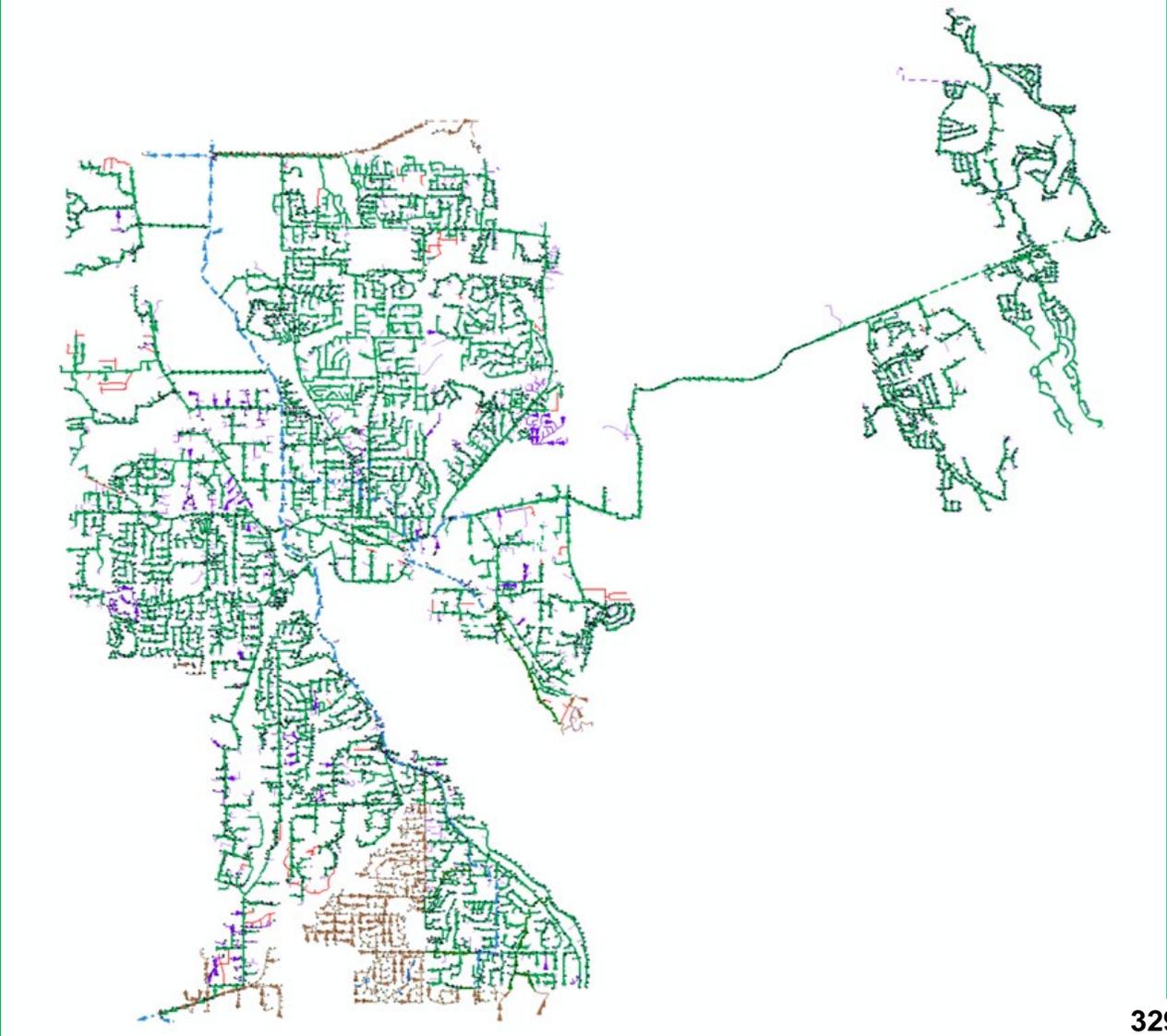
Jeff Thompson P.E., Senior Engineer

Peter Holte, Senior Planner



# Wastewater System Overview

- >16,000 Connections
- 236 Miles of Pipe
- 7,335 Manholes
- 23 Lift Stations
- 42 Wastewater Drainage Basins
- Drains to KC's Brightwater Treatment Plant
- >450 Parcels are still using septic systems



# The General Wastewater Plan

Functional Plan

Ensure Redmond Wastewater System Capacity matches growth

Used by Developers and City to identify extension/improvements

City of Redmond  
General Wastewater Plan Update  
February 2021

Prepared by:  
BHC Consultants  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101

**bhc**  
CONSULTANTS  
[www.bhcconsultants.com](http://www.bhcconsultants.com)

# Wastewater System Plan Key Points

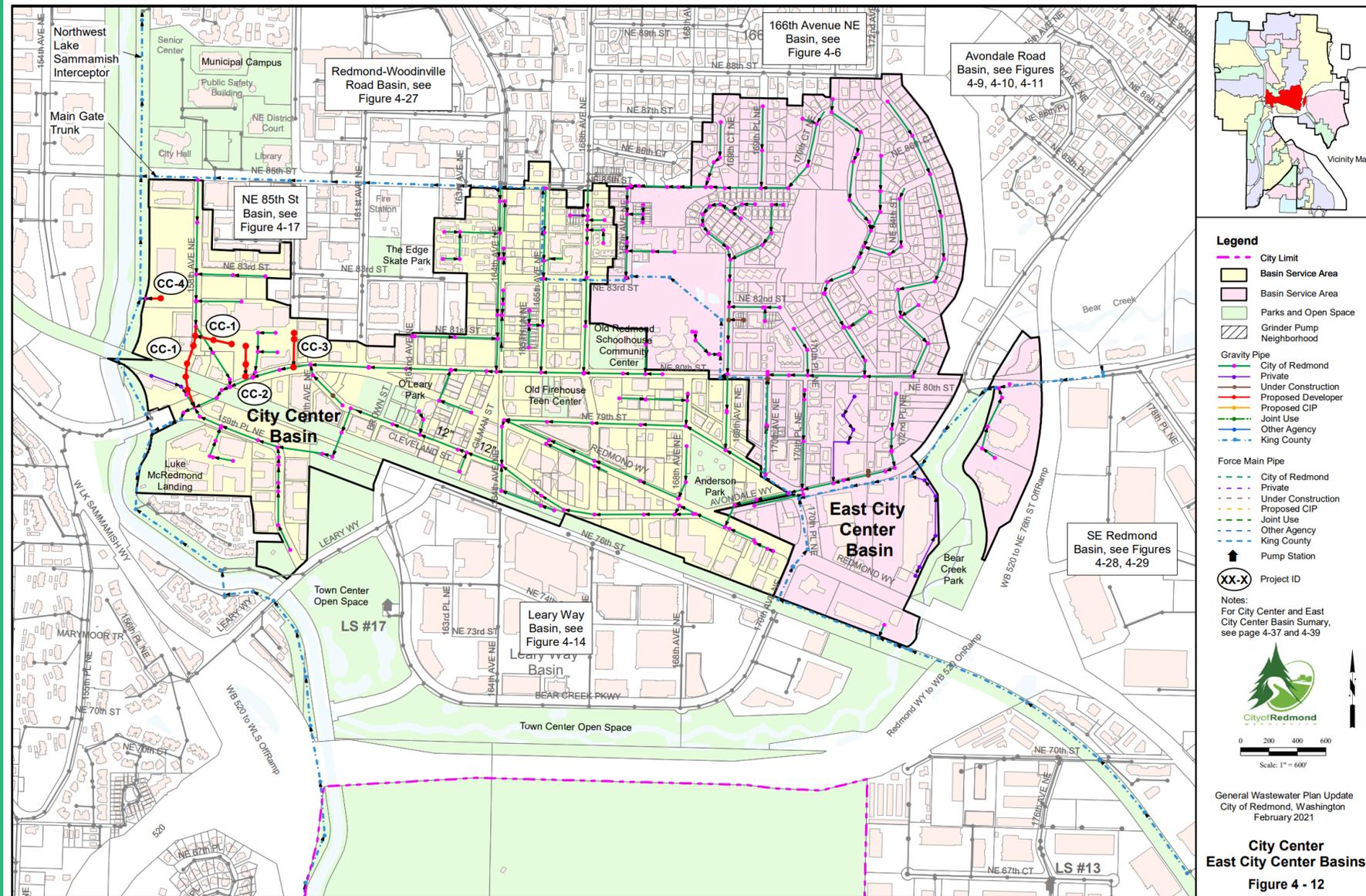
Plan based on existing zoning  
“buildout” scenarios

Developer will build most  
improvements

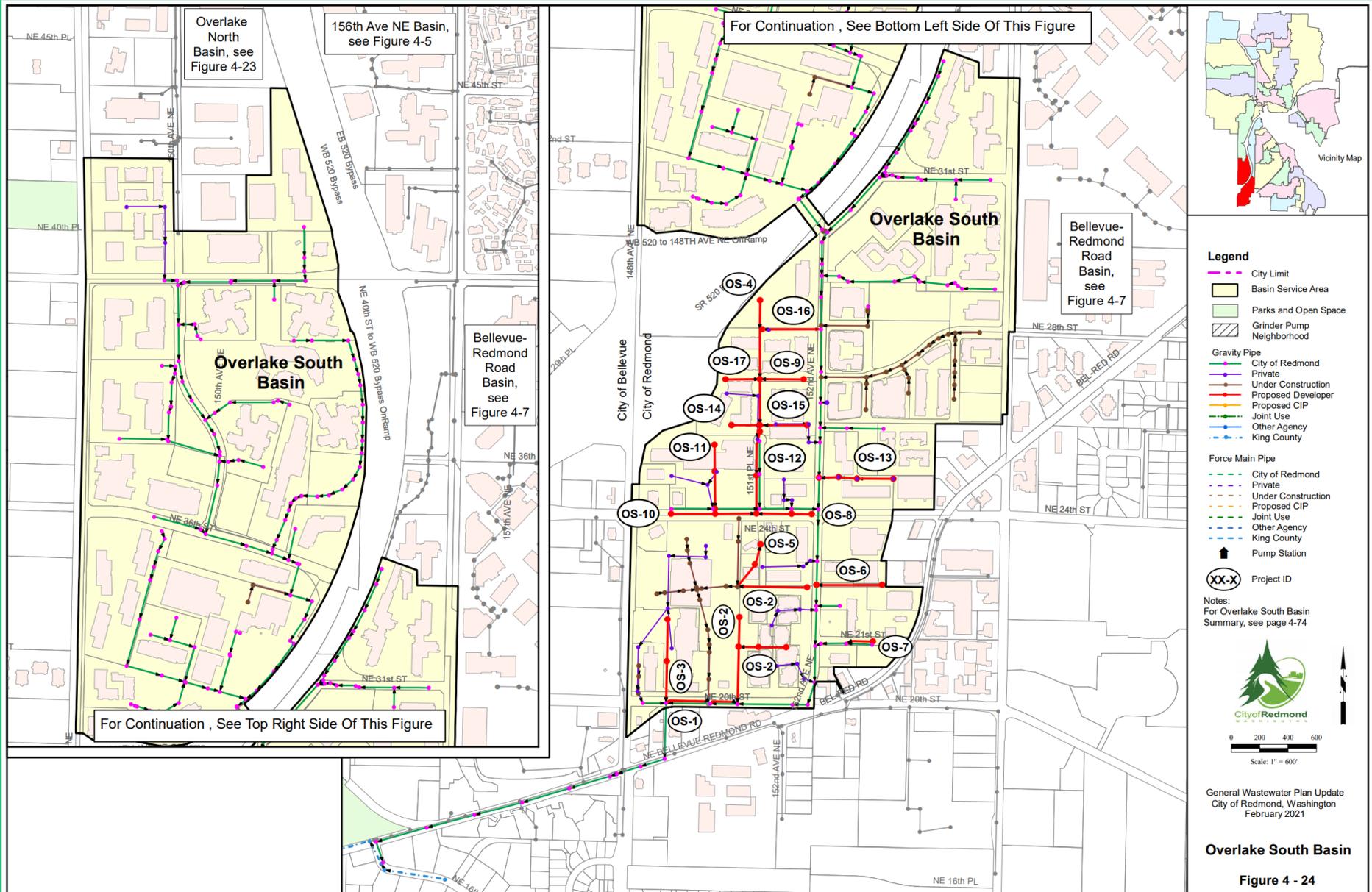
Re-evaluate and revise as part of  
Redmond 2050



# Downtown Redmond



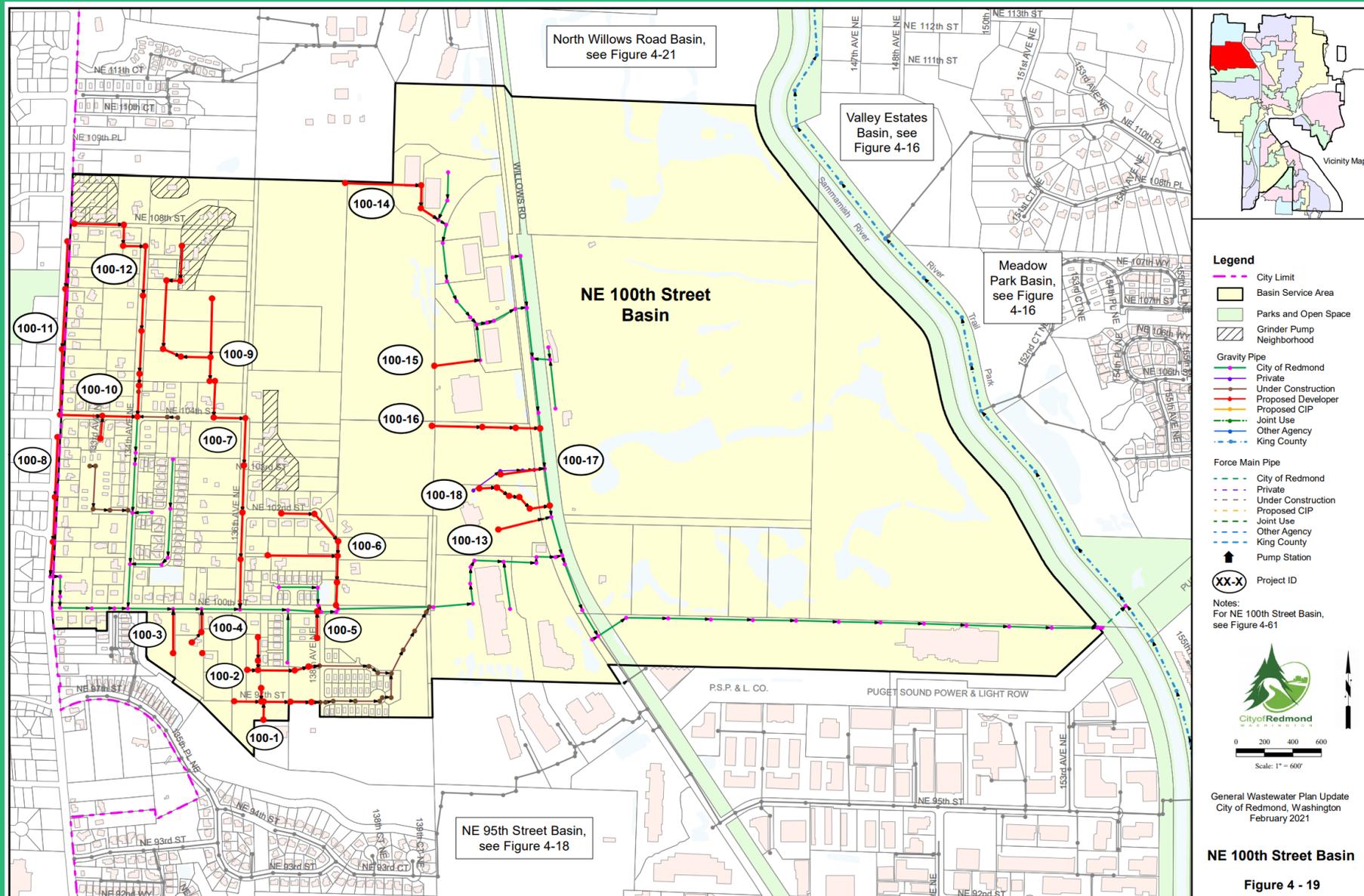
# Overlake



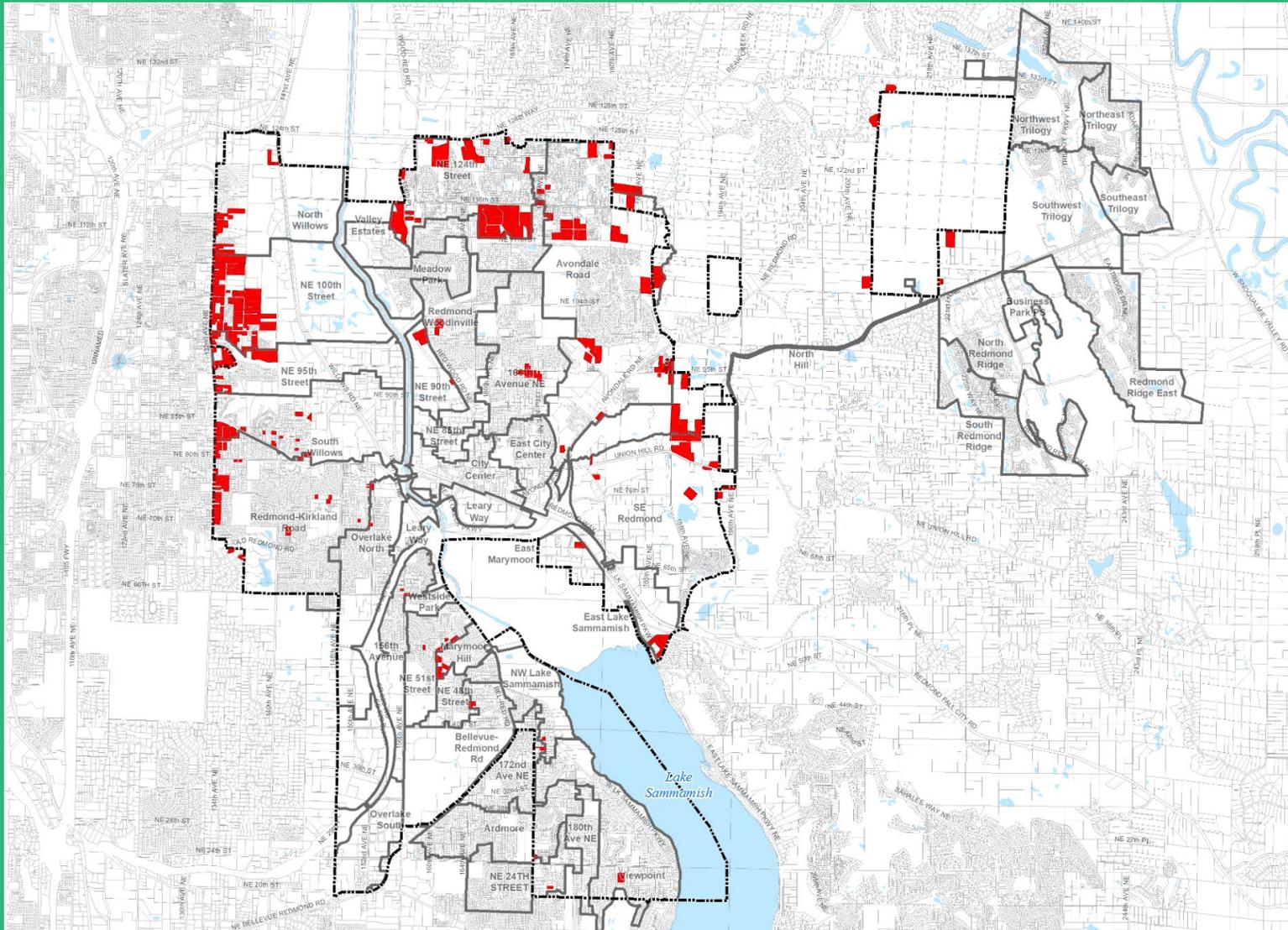
Overlake South Basin

Figure 4 - 24

# Area Septic and Potential Development



# Septic System Elimination



General Wastewater Plan is first step in supporting a septic elimination program

Work with Kirkland to develop a 132rd Ave NE Corridor ILA

Utility Strategic Plan calls for eliminating high-priority septic systems by 2050

# Financial Program

- Wastewater Utility Rate Study every 2 years
- City budget process reviews revenues and expenditures
- Identifies City projects for City's CIP
- Many projects have been included in latest rate projections



# Review, Input, and Involvement

## Public Involvement

- Emailed 130 businesses, offices hours & & online open house
- Announcements in Let's Connect Redmond, ENVIROnews & facebook

Planning Commission public hearing and adoption, 5.26.2021

Reviewed by Kirkland, NE Sammamish Sewer & Water District, Bellevue, Woodinville Water District

# Next Steps

- Council consideration for adoption 8.17
- King County technical review
- King County Council acceptance
- Department of Ecology review and acceptance



# Thank You

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Any Questions?

Jeff Thompson/425-556-2884/  
jthompson@redmond.gov





## ATTACHMENT C



## PLANNING COMMISSION RECOMMENDATION TO CITY COUNCIL

June 9, 2021

<b>Project File Number:</b>	<b>LAND 2021-00124</b>
<b>Proposal Name:</b>	<b>Draft General Wastewater Plan Update</b>
<b>Applicant:</b>	<b>Redmond Wastewater Utility</b>
<b>Staff Contacts:</b>	<b>Jeff Thompson, Senior Engineer</b> <b>Peter Holte, Senior Planner</b>

## FINDINGS OF FACT

## Public Hearing and Notice

## a. Public Hearing Date

The City of Redmond Planning Commission held a public hearing on the proposed amendments on May 26, 2021. No testimony was received during the public hearing or public comments received during the public hearing are summarized in Attachment D. Receiving no verbal or written comments, the Planning Commission closed the hearing also on May 26, 2021.

## b. Notice and Public Involvement

The public hearing notice was published in the Seattle Times and posted at City Hall in accordance with RZC 21.76.080 Review Procedures - Notices. (Amend to reflect pandemic related changes) Notice was also provided by including the hearing schedule in Planning Commission agendas and extended agendas, distributed by email to various members of the public and various agencies. (Describe Involvement Here). A public comment summary is provided in Attachment D

## REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

The City Wastewater Utility has completed a [draft of the City of Redmond General Wastewater Plan](#) Update. This is a functional plan, required by the Washington State Growth Management Act and based on the City's current zoning allowances assuming built-out conditions. The plan ensures the City is prepared for expected growth by identifying where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

RZC 21.76.070.J.9 – COMPREHENSIVE PLAN AMENDMENT CRITERIA		MEETS/ DOES NOT MEET
a	Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs);	Meets
b	Consistency with the Comprehensive Plan policies and the designation criteria;	Meets

Planning Commission Report – Findings and Conclusions  
**General Wastewater Plan Update**  
 6/07/2021

<b>RZC 21.76.070.J.9 – COMPREHENSIVE PLAN AMENDMENT CRITERIA</b>		<b>MEETS/ DOES NOT MEET</b>
c	If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;	Meets
d	Consistency with the preferred policy growth and development pattern of the Land Use Element of the Comprehensive Plan;	Meets
e	The capability of the land, including the prevalence of critical areas;	Meets
f	The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation;	Meets
g	The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered:	Meets
	i. Unanticipated consequences of an adopted policy, or	
	ii. Changed conditions on the subject property or its surrounding area, or,	
	iii. Changes related to the pertinent plan map or text; and	
	iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.	

**PLANNING COMMISSION RECOMMENDED CONCLUSIONS**

The Planning Commission finds that the proposed amendments to the Comprehensive Plan provided as Attachment A to this report are **consistent with the criteria set forth in RZC 21.76.070 Criteria for Evaluation and Action.**

**TECHNICAL COMMITTEE RECOMMENDATION**

The Technical committee identified **no additional conditions** necessary to ensure consistency with the City’s development regulations. The full Technical Committee report and recommendation is provided in **Attachment D.**

**REVIEWED AND APPROVED BY THE PLANNING COMMISSION**

DocuSigned by:  
  
 DA525C34AC764BC...  
**Carol Helland**  
 Planning and Community Development Director

DocuSigned by:  
  
 816CD0A1D16A46D...  
**Sherri Nichols**  
 Planning Commission Chair

**Attachments**

- A. Executive Summary: General Wastewater Plan Update

Planning Commission Report – Findings and Conclusions

**General Wastewater Plan Update**

6/07/2021

- B. Response to Questions from the Planning Commissioners**
- C. Planning Commission Summary Minutes**
- D. Technical Committee Report**

## **ES Executive Summary**

### **ES.1 Growth**

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

### **ES.2 Capital Improvement Program and Development Projects**

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

#### **ES.2.1 Capital Improvement Program**

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

#### **ES.2.2 Developer Extensions/Development Projects**

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

### **ES.2.3 Septic-to-Sewer Projects**

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

## **ES.3 Other Recommendations**

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

### **ES.3.1 Recommended Operation and Maintenance Improvements**

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

### **ES.3.2 Wastewater Flows and Modeling Recommendations**

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

## **ES.4 Funding Growth**

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

## **ES.5 Planning and Analysis Tools**

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

### **ES.5.1 Industry-Accepted Modeling Platform**

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

### **ES.5.2 Compatibility with King County Data**

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

### **ES.5.3 GIS Compatibility**

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

### **ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time**

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

### **ES.5.5 What-If Scenarios for Planned Improvements**

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

### **ES.5.6 Improved Reliability and Accuracy of Data Sources**

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

## **Attachment B: Summary of Questions and Answer for Questions from the Planning Commission**

The following summarizes the questions and answers taken during two study session presentations to the Redmond Planning Commission held on March 31, 2021 and April 21, 2021 regarding the *2021 General Wastewater Plan Update*.

### **Planning Commission Questions & Answers March 31**

**Question: Does the plan account for in-fill that may replace single family housing with multi-family residential housing?**

Answer: Figure 3-3 in the plan shows the “development potential” for parcels within the entire City based on current zoning. The plan assumes single family residential areas are “fully developed.”

Isolated, dispersed multi-family in-fill projects in residential areas will not result in a wastewater capacity issue. Unless large areas with residential zoning density are substantially increased—for example, changing an entire plat from R4 to R7—there should not be any capacity issues with this of type of in-fill.

**Question: Do people want to change from septic to the municipal system? Who pays for the cost of the transition?**

Answer: Generally, we find people are happy with septic systems until they fail. When they fail, people would like an immediate remedy by connecting to the City’s wastewater system.

The City requires properties that have failed septic system and are within 200 feet of access to the municipal wastewater system to connect to the City’s system rather than replace the septic system. The owner of the septic system pays for the construction and for connection fees.

**Question: Are there grant programs that help transitions?**

Answer: Staff research on this question found that there are financial programs to help cover the repair failing systems (see the [Craft 3](#) program). King County also provides some assistance for low income customers to help pay for the capacity charges for new customers connecting to the county’s wastewater system. This information is available in the [frequently asked questions portion of the County’s sewer capacity charge webpage](#). We did not find programs that help individuals address the cost of transitioning from septic to sewer.

The City’s Utility Strategic Plan contains a strategy aiming to replace all “high-priority” septic systems within the City. High priority septic systems are those that have a high likelihood of failure or whose failure has the high potential to create a health risk or impacts to the environment. Evaluating financial assistance needs will be one of the considerations that the City needs to address as it designs a program that aims to implement this strategy.

**Question: Can extreme weather events affect our wastewater system? Can a 100-year rain-event, for example, impact the sewer system?**

Answer: Redmond has separate systems for stormwater runoff and wastewater. Rainwater can enter the wastewater system at pipe joints, through manhole covers, and due to leaking pipes. The City works

to limit this infiltration of rainwater into the wastewater system. To ensure the City maintains capacity and prevents sewer overflows, the updated wastewater plan's system analysis moved from a 20-year sewage flow/rain event as used to develop previous plans, to a more conservative analysis that uses a 100-year flow/rain event.

**Question: Will the transition of areas off septic to sewer, create capacity issues that makes the transition cost prohibitive? What about areas with critical areas served by septic, do these create issues with this transition?**

Answer: The transition of residential areas from septic to sewer should not create capacity issues for the system. Transition in land use such as a change single family residential to multi-family, or single family residential to commercial are instances are where we could see constraints on the existing system.

Critical areas and steep slopes are not typically a factor limiting the ability to transition from septic to sewer.

**Question: The developer is responsible for upsizing pipe upstream of their development?**

Answer: The developer is responsible for upgrading pipe on the *downstream portions* of the system to ensure sewage flows into the City's network of pipes, lift stations, and other conveyance infrastructure.

#### **Planning Commission Questions & Answers April 21**

**Question: How are capacity wastewater charge, wastewater, stormwater charge calculated?**

Answer: The King County Wastewater System Capacity Charge is a charged that King County levies on new customers connecting the regional sewage treatment system. It pays for extensions to regional conveyance systems and regional sewage treatment facilities. [The frequently asked questions section of the King County Wastewater System Capacity Charge Webpage](#) provides details on fees for different types of customers and other fee setting information.

The City's wastewater fees are calculated based on the potable water coming into the residence or business. The assumption is that the amount of water coming in will be roughly equal the amount of water leaving via the wastewater systems. In some cases, properties with large irrigation systems will set up separate potable water accounts so that they are not overcharged for wastewater service.

The City's stormwater fees are a set fee for each single-family parcel. For commercial and multi-family residential properties, the City uses the amount of impervious area on each parcel to calculate fees.

**Question: Properties with failing septic systems are required to connect to the City's wastewater system?**

Answer: Yes. If a parcel with failing septic is within 200 feet of access to the City's wastewater system, the owner of the failed system is required connect to the City's wastewater system.

**Question: How often is the sewer plan updated?**

Answer: The last major update to the plan was in 2009. Edits and revisions to the plan also occur when there are major updates to the Redmond zoning requirements. Also, there are numerous minor and major amendments to the Plan in between updates to the General Wastewater Plan.

**Question: Are the Marymoor lift stations considered a temporary fix?**

Answer: The lift stations had to be updated to meet current zoning density in that area. The new lift stations have a 20 to 30-year life span. If the area is again up zoned within the life span of these facilities, the utility will need to upgrade these stations again to ensure wastewater capacity matches the demand.

**Question: Is staff referring to the Envision Sustainability Checklist—or similar other checklists-- to help guide our infrastructure and design and building considerations?**

Answer: We have not yet used such checklists. The City's new sustainability initiative is relatively new, and we expect conversations about sustainability and construction practices will increase as that program gains momentum. We welcome references and other input that will support efforts to explore this topic.

**Question: Are you looking for guidance from the long-range planners to determine where growth can currently occur, and identifying where growth can occur in the future?**

Answer: Wastewater Utility staff sought guidance from the Long-Range Planning during development of the plan update. Although the plan update relies on current zoning, the Utility recognizes, and is engaged with, the Redmond 2050 Comprehensive Plan Update. We anticipate that we will revisit this plan when the population estimates and expected growth patterns in the Redmond 2050 planning effort become more certain.

**Question: What programs and outreach has occurred to gauge interest and opportunity to move people off septic?**

Answer: The Utility Strategic Plan calls for "high priority" septic systems to connection with the wastewater system. Utility Staff anticipates that implementing this strategy will require a separate planning process to create a focused program designed to promote the switch from septic to the wastewater system. Designing such a program will require staff seek input from people who currently have septic systems to determine: a) their willingness to transition off them, b) the factors that would motivate them to make this change, and c) the factors preventing them from making this change.

**Question: How does collaboration with the other jurisdiction work? Are they on the same schedule for their WW functional plans, and are we reviewing their plans?**

Answer: We communicate with both Bellevue and Kirkland and review their plans as the State requires during the development of wastewater functional plans. We are looking to create an agreement with Kirkland to address issues along the 132<sup>nd</sup> Ave NE Corridor. The City also is very close to finalizing a set of agreements with the City of Bellevue.

**Question: Does stormwater runoff on the 132<sup>nd</sup> Ave NE Corridor create any issues for the septic in that area?**

Answer: In Redmond, stormwater and Wastewater are collected separately. As a result, we are not seeing any stormwater caused issues with regarding to existing septic systems in this area.

**Attachment C: Planning Commission Meeting Note, May 26, 2021**



**REDMOND PLANNING COMMISSION**

Sherrri Nichols, Chair | Judy East, Vice-Chair  
Roy Captain | Aaron Knopf | Vidyanand Rajpathak  
Denni Shefrin | Aparna Varadharajan

# MINUTES

## REDMOND PLANNING COMMISSION MEETING Wednesday, June 9, 2021 – 7:00 p.m.

### 1. Call to Order & Roll Call

The meeting was called to order at 7:00 p.m. by Chair Nichols.

**COMMISSIONERS PRESENT:** Chair Nichols, Vice-Chair East, Commissioners Shefrin and Aparna

**STAFF PRESENT:** Beverly Mesa-Zendt, Jeff Churchill, Beckye Frey, Caroline Chapman, Ian Lefcourte, Planning Department; Jeff Thompson and Peter Holte, Public Works Department

**EXCUSED ABSENCE:** Commissioners Captain, Knopf, and Raj

**RECORDING SECRETARY:** Carolyn Garza, LLC

### 2. Approval of the Agenda

Chair Nichols recommended that items five and six be switched so that Report Approval for the General Wastewater Plan update can be addressed prior to the Public Hearing.

- **MOTION to approve the Agenda with the change** that Chair Nichols had suggested by Vice-Chair East. MOTION seconded by Commissioner Shefrin. **The MOTION passed unanimously.**

NOTE: Minutes reflect the new item order

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### 3. Minutes Approval

[May 26, 2021](#)

- **MOTION to approve** the Meeting Minutes by Vice-Chair East . MOTION seconded by Commissioner Aparna. **The MOTION passed unanimously.**

### 4. Items from the Audience

There were no requests to speak, but two written comments had been forwarded to the Commission.

### 5. 2021 Annual Docket: Study Session and Potential Report Approval for the General Wastewater Plan update.

Review and consider approval of the Planning Commission Report and recommendation of approval of the updates to the General Wastewater Plan.

Attachments: [Memo](#), [Draft Planning Commission Report](#)

Staff Contact: [Jeff Thompson](#), Senior Engineer 425-556-2884  
[Peter Holte](#), Senior Planner 425-556-2822

- **MOTION to approve** the Planning Commission Report and recommendation of approval of the General Wastewater Plan update by Vice-Chair East . MOTION seconded by Commissioner Shefrin. **The MOTION passed unanimously.**

### 6. 2021 Annual Docket: Public Hearing and Study Session for the expansion of retail marijuana.

Planning Commission to hold a public hearing and consider a recommendation to the City Council on the updates to the Redmond Comprehensive Plan related to marijuana sales, affordable commercial space and affordable housing.

Attachments: [Memo](#), [Technical Committee Report](#), [Exhibit A – Staff Analysis](#), [Exhibit B – Proposed Comp Plan Amendments](#), [Exhibit C – Proposed Zoning Code Amendments](#), [Exhibit D – SEPA Determination](#), [Presentation](#)

Staff Contact: [Beverly Mesa-Zendt](#), Deputy Planning Director 425-556-2423

## Staff Presentation

Ms. Mesa-Zendt presented two options, the original proposal and a second staff-recommended proposal. A review of the Comprehensive Plan in relation to retail sales was given. A notification of Public Hearing was published in the Seattle Times, parties involved in the original 2016 were emailed, the Public Hearing was published in the Redmond E-news and on Redmond social media, and information has been posted on the Redmond Comprehensive Plan and Development Services web pages under upcoming projects. Staff recommends denial of alternative one but recommends approval of alternative two with no further conditions. The Technical Committee recommendation agreed with staff. Amendments to the LU-62 Manufacturing Park Industry designation may be necessary.

## Public Hearing

Chair Nichols opened the Public Hearing.

Ms. Frey stated that no requests from the public to speak had been received.

- ***Chair Nichols closed verbal comments, but written comments would remain open until the next meeting.***

## Study Session

Commissioner Aparna asked for clarification regarding the staff analysis and reason for not including Manufacturing Parks. Ms. Mesa-Zendt replied designation criteria and the preferred growth pattern. Manufacturing Park and Industrial zones are for manufacturing, industrial uses and the other limited uses that support or are compatible with the activity. The designation criteria are specific regarding the allowed use. Ms. Mesa-Zendt indicated that marijuana retail sales are allowed in 16 other zones in the City.

Vice-Chair East asked if the number of marijuana sales businesses in a park can be limited. Ms. Mesa-Zendt replied that additional buffering requirements could be created in the zoning code and that it would be a different conversation if the intent was to apply this rule universally. Ms. Mesa-Zendt asked if the question should be added to the Issues Matrix and Vice-Chair East stated being satisfied. Chair Nichols recalled that setting buffers between stores had been discussed in the past and the conclusion was that competition would be limited despite the use being allowed in the zone. Ms. Mesa-Zendt replied that Minutes for the meeting, when the item was discussed would be located, and the entire list of uses allowed in the proposed zones would be added to the Issues Matrix in response to the question from Commissioner Aparna. A list identifying the allowed zones will also be compiled.

- 7. Redmond 2050: Study Session to review policy options and alternatives for Housing and Economic Vitality.** Review and discuss policy options and alternatives for policies to be added or updated in the Redmond Comprehensive Plan.

Attachments: [Memo, Housing Options & Alternatives](#), [Housing Change Matrix](#), [Economic Vitality Options & Alternatives](#), [Economic Vitality Change Matrix](#), [Presentation](#)

Staff Contact: [Jeff Churchill](#), Planning Manager 425-556-2492  
[Caroline Chapman](#), Senior Planner 425-556-2442  
[Ian Lefcourte](#), Planner 425-556-2438

### Study Session

Mr. Churchill presented a slide presentation regarding the process to consider Comprehensive Plan update policy options and alternatives.

Mr. Lefcourte continued with a presentation of policy tension areas related to housing.

Commissioner Aparna requested more data on green building code and costs, and housing sizes. Commissioner Aparna suggested that thought processes should be progressive considering the long timeframe. Mr. Churchill stated that an insightful comment by Commissioner Aparna had been that a policy direction could be to look for requirements or incentives that have the highest benefit-cost ratio first. Commissioner Aparna stated that an ideal situation long-term would be for Redmond to have a minimum new construction green code, but the largest impacts should also be considered.

Vice-Chair East asked what increasing density in the R-4 area would look. Mr. Lefcourte replied that many triplexes, duplexes, and multiplexes can have the same exterior form as represented by classic, single-family detached homes, and in many cases, there are regulations that require a similar character. The actual look could vary depending on the direction of the Planning Commission and City Council. Attached dwelling units and not Mother-In-Law units are the focus. Vice-Chair East asked where the automobiles belonging to two families in a duplex would have space. Another question was if there would be rows of duplexes or if that would be a restriction for the Planning Commission and City Council to set. Information from other areas that have achieved a balance in current occupancy and growing congestion and density would be helpful. Mr. Churchill replied that regarding whether rows of duplexes would be allowed would be a topic for the Planning Commission to provide the best path forward. There are provisions in the Comprehensive Plan that limit such outcomes and the question is if those provision should continue in Redmond or if a different direction should be taken. Ms. Mesa-Zendt reminded the Planning Commission that the highest concern registered from current residents was traffic and parking when changes begin.

Commissioner Shefrin stated that many older neighborhoods have limitations on density and structure size. While there may not be an active homeowners association there are still recorded covenants. The cost of imposing green methodology in terms of construction could

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negate the ability for developers to construct affordable housing. The idea of 40% tree canopy coverage has been identified as also important to the City.

Commissioner Aparna asked if the process would allow neighbors to express opinions regarding small changes. If restrictions are removed from neighborhood plans, the neighbors should still have a say. Commissioner Shefrin stated that the issue would generate complications, and a better approach may be a decision regarding how Redmond wants to absorb densities. Regarding a public process, neighbors move.

Chair Nichols stated that regarding missing middle housing, if density is not added to single-family neighborhoods, then Redmond fails on equity and inclusion, for example, schools. Chair Nichols asked how many homeowners associations are in Redmond that limit what can be done on a lot. Chair Nichols asked if accessory dwelling units (ADUs) are not allowed as an outright use currently. Mr. Lefcourte replied that there are some areas of the city that require ADUs to be conditional, varying by neighborhood as well as the zone. Mr. Churchill replied believing that the situation is for attached dwelling units rather than ADUs, but the reply was correct for attached dwelling units. Chair Nichols asked for clarification regarding "attached" vs "accessory" units, and asked for more information regarding what standards would provide the highest impact as well as, for example, the cost of green versus insulation requirements. Mr. Lefcourte replied that a cost-benefit analysis today will be different in five years due to technology changes. When addressing regulations later in the process, additional detail will be required for specific standards.

Commissioner Shefrin asked if staff is familiar with the Master Builders Association Housing Toolkit and stated that a way to harmonize structure types in single-family zones regarding transit and single occupancy vehicles and equity needs to be looked at, as well as covenants and homeowners associations.

Commissioner Aparna stated that an approach should be to explore what green building codes exist elsewhere. There are levels of codes. A LEED system will be more expensive but there are several other lesser-known green codes. Commissioner Aparna asked when Neighborhood Plans might be upgraded or reconfigured. Mr. Churchill replied that this will not be addressed until after Redmond 2050 is finished. If a version of option one was chosen, surgical changes would need to be made to the Neighborhood Plans to implement the policy direction.

Ms. Chapman continued the presentation with Economic Vitality.

Commissioner East asked what strengthening policy protections to prevent encroachment would look like. Ms. Chapman replied that the Countywide Industrial Growth Center designation is new, smaller in size and allows the City to be eligible for Puget Sound Regional Council (PSRC) funding for certain transportation enhancements related to manufacturing and industrial areas. The designation would send a signal that the areas are intended for industrial uses now and into the future. Commissioner East asked if the designation would be on areas already identified as manufacturing. Ms. Chapman replied that staff had evaluated different areas and determined that the most natural fit would be the Southeast Redmond area. Commissioner East asked if development would cease, and Ms. Chapman replied that residential would not be located within the boundary. Commissioner

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East asked for clarification that Willows Road would not be a viable area for the designation and Ms. Chapman replied that the Willows Road area pops as a potential for growth in the Centers and Corridors model, to be determined, and only the Southeast Redmond area is being considered.

Commissioner Aparna asked if there is a sense that all types of industry, for example, heavy, light and artisan would be allowed or if the definition is strict. Ms. Chapman replied that the designation includes warehousing and distribution, research and development and some associated uses with manufacturing. The biggest type to not be allowed is housing. Ms. Chapman stated that artisan and craft uses would be investigated. Commissioner Aparna stated not understanding the scale of operations desired. Another question was if PSRC will mandate small business and legacy. Ms. Chapman replied those were policy considerations that did not generate attention or a trade-off, either mandated or work in process. The policy considerations are in the change matrix for each Comprehensive Plan element.

Commissioner Aparna asked if the term incubator is not being used any longer regarding a business vision for Redmond. Ms. Chapman replied that incubator is included under a different policy, not a stand-alone, cooperative space and flexibility. Commissioner Aparna stated that more information regarding what King County is looking for would be helpful to know how much flexibility is possible. Ms. Chapman asked if the Commissioner has interest in pursuing flexibility, and Commissioner Aparna replied that no one knows what the manufacturing landscape will look like in the future. Jobs created should be flexible within manufacturing uses. Ms. Frey asked for clarification that the flexibility option being addressed by Ms. Chapman was to expand uses in areas not related to manufacturing and industry, but that Commissioner Aparna stated that as much flexibility as possible should occur with industries, manufacturing still the focus but not being flexible outside of manufacturing and industry. Commissioner Aparna replied correct.

Commissioner Shefrin asked if staff has been approached by businesses currently precluded but with an interest in the location and if so, what the businesses would look like that fall under the category of light manufacturing. Commissioner Shefrin stated being in favor of broadening the definition to something more flexible. Ms. Chapman replied that businesses outside of light manufacturing desiring the location are marijuana retail, mixed-use housing, artisan and craft businesses now in more commercial spaces and a snowboarding shop with assembly and sales. Mr. Churchill replied that in the past, a business that does not fit due to a sales footprint larger than allowed in the manufacturing park has been at issue; the difference between selling and manufacturing is on the margins if the nature of the business is more commercial than manufacturing.

Chair Nichols asked if there has been input from Genie, a large employer in the area. Ms. Chapman replied not directly on this issue, but Genie is communicating with the Economic Vitality Manager and have other connections at the City to express needs. Chair Nichols asked to know more about what the industrial center means and would look like. Ms. Chapman replied that there are four or five of the largest employers in Redmond located in the southeast neighborhood.

Redmond Planning Commission Minutes  
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Vice-Chair East stated that the School District should weigh in on the scenarios regarding absorbing more children into the schools. Ms. Frey replied that in the next six months, there will be a lot of engagement with stakeholders, including the school districts.

## 8. Staff & Commissioner Updates

Ms. Frey stated that topics have been finalized for June and July 2021 and a meeting will not be necessary on June 23, 2021. The next meeting will be June 16, 2021. Meetings June 30, July 7, and July 14, 2021 will occur. Ms. Mesa-Zendt stated that the Retail Marijuana Sales Report Approval will move to July 7, 2021, with the Public Hearing remaining open.

Ms. Frey stated that a large extended agenda for August and September 2021 and a Workshop date confirmation in August or early September will be forthcoming.

Ms. Frey stated that information has been received regarding two options for the re-opening of City Hall and specific language received from the Clerk will be forwarded to Commissioners. All meetings will continue to remain remote until the specific Open Public Meetings Act (OPMA) proclamation is rescinded. If the OMPA is lifted, only City Council will hold full meetings in July with the remaining Boards and Commissions operating in a hybrid model; staff and the public would be in the building with restrictions and safety precautions in place, but Commissioners would still remote into July meetings. The situation after July has not been finalized.

Commissioner Shefrin stated having attended a class concerning a publication created by the Master Builders Association regarding affordable housing. The publication can be forwarded to anyone interested. Commissioner Aparna asked for the publication. Ms. Frey immediately emailed the publication to the Commissioners.

## 9. Adjourn – 8:50 p.m.

***MOTION to adjourn*** by Commissioner East. MOTION seconded by Commissioner Shefrin.  
***The MOTION passed unanimously.***

The meeting adjourned at 8:50 p.m.

Minutes approved on:

June 30, 2021

Planning Commission Chair

DocuSigned by:  
  
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**Attachment D: Technical Committee Report**



## 2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS

May 19, 2021

<b>Project File Number:</b>	SEPA-2021-00311
<b>Proposal Name:</b>	General Wastewater Plan Update
<b>Applicant:</b>	City of Redmond Stormwater Utility
<b>Staff Contacts:</b>	Jeff Thompson, Senior Engineer Peter Holte, Senior Planner

### TECHNICAL COMMITTEE COMPLIANCE REVIEW AND RECOMMENDATION

Technical Committee shall make a recommendation to the Planning Commission for all Type VI reviews (RZC 21.76.060.E). The Technical Committee's recommendation shall be based on the decision criteria set forth in the Redmond Zoning Code. Review Criteria:

- A. *RZC 21.76.070 Criteria for Evaluation and Action.*
- B. *RZC 21.76.AE Zoning Code Amendment - Text*
- C. *RZC 21.76.AF Zoning Code Amendment - Map*

### REDMOND COMPREHENSIVE PLAN AMENDMENT SUMMARY

The City Wastewater Utility has completed a [draft of the City of Redmond General Wastewater Plan](#) Update. This is a functional plan, required by the Washington State Growth Management Act and based on the City's current zoning allowances assuming built-out conditions. The plan ensures the City is prepared for expected growth by identifying where pipes, pumps, and other wastewater infrastructure need to be extended or replaced.

The Wastewater Utility is bringing this forward as part of the 2021 Annual Comprehensive Plan Amendment Docket so that the Wastewater Utility can proceed with infrastructure updates in the short-term. The Utility is also working with the Planning Department to make more significant updates to the General Wastewater Plan as part of Redmond 2050.

<b>RZC 21.76.070 COMPREHENSIVE PLAN AMENDMENT CRITERIA</b> <i>(Full staff analysis attached as Attachment A)</i>		<b>MEETS/ DOES NOT MEET</b>
1	Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs);	Meets
2	Consistency with the Comprehensive Plan policies and the designation criteria;	Meets
3	If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment	NA

Technical Committee Report to the Planning Commission  
**2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS**  
 May 19, 2021

<b>RZC 21.76.070 COMPREHENSIVE PLAN AMENDMENT CRITERIA</b> <i>(Full staff analysis attached as Attachment A)</i>		<b>MEETS/ DOES NOT MEET</b>
	would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;	
4	Consistency with the preferred growth and development pattern of the Land Use Element of the Comprehensive Plan;	Meets
5	The capability of the land, including the prevalence of critical areas;	Meets
6	The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation;	Meets
7	The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered: <ol style="list-style-type: none"> <li>i. Unanticipated consequences of an adopted policy, or</li> <li>ii. Changed conditions on the subject property or its surrounding area, or,</li> <li>iii. Changes related to the pertinent plan map or text; and</li> <li>iv. Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.</li> </ol>	Meets

### **ADDITIONAL RECOMMENDATIONS**

The Technical Committee recommends the following additional conditions for approval as necessary to ensure consistency with the City's development regulations.

<Add any other considerations per 21.76.060 F>

### **STATE ENVIRONMENTAL POLICY ACT (SEPA)**

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws. Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2). This decision was made after review of a completed environmental checklist and other information on file with the lead agency.

- ❖ In accordance with WAC 197-11-340(2) an opportunity for comment and appeal period was provided from to May 5, 2021 to May 20, 2021.

Technical Committee Report to the Planning Commission  
**2021 ANNUAL DOCKET OF COMPREHENSIVE PLAN AMENDMENTS**  
May 19, 2021

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## TECHNICAL COMMITTEE RECOMMENDATION

The Technical Committee has reviewed the proposed amendments identified as **Alternative 1 (Applicant's Proposal)** and finds the amendments to be **consistent** with review criteria identified below:

- A. *RZC 21.76.070 Criteria for Evaluation and Action.*

The Technical committee identified **no additional conditions** necessary to ensure consistency with the city's development regulations.

## ALTERNATIVES

Same as above

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## REVIEWED AND APPROVED BY

DocuSigned by:

*Carol Helland*

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Carol Helland,  
Planning and Community Development Director

DocuSigned by:

*Dave Juarez*

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Dave Juarez,  
Public Works Director

## Attachments

- A. Staff Compliance Review and Analysis
- B. Functional Plan Amendments–Executive Summary
- C. SEPA Threshold Determination

## Attachment A—Staff Analysis of Comprehensive Plan Amendment: 2021 General Wastewater Plan Update

### Criterion 1: Consistency with the Growth Management Act (GMA), the State of Washington Department of Commerce Procedural Criteria, and the King County Countywide Planning Policies (CPPs)

Meets this criterion:

- In compliance with RCW 36.70A.130-Comprehensive plans—Review procedures and schedules—Amendments and other applicable provisions.
- In compliance with RCW 90.48.110 plans and proposed methods of operation and maintenance of sewerage or disposal systems review procedures
- In compliance with RCW 36.70A.106 that requires notification of Department of Commerce of “intent to adopt” an updated plan or regulations. I
- In Compliance with applicable King Countywide Planning Policies

### Criterion 2: Consistency with the Comprehensive Plan policies and the designation criteria

Meets this criterion. The General Wastewater Plan Update supports 32 Comprehensive Policies. The most pertinent include:

- CF-1 Develop and regularly update functional plans that assess capital facility needs and strategies for addressing such needs. Provide opportunities for public involvement appropriate to the nature of the update. Use functional plans to guide the development of capital priorities and investment decisions within each of the following functional areas...Waste and sewer systems;
- CF-2 Include in functional plans and supporting documents, at a minimum, the following features necessary for maintaining an accurate account of longterm capital facility needs and associated costs to the City, and consistency with the Comprehensive Plan and the Zoning Code:
  - A description of the current capital facility infrastructure and the scope and cost of its operation and maintenance;
  - A description of current capital facility deficiencies and appropriate funding strategies to remedy these deficiencies;
  - An analysis of capital facilities needed through the year 2030, at a minimum, and preliminary cost estimates to meet those needs;
  - An analysis specifying how capital facilities will be financed and maintained;
  - A description of the functional plan’s public outreach, participation and review process;
  - Criteria to be used to prioritize projects and inform the Capital Investment Strategic Plan;
  - A description of how the functional plan and supporting documents respond to Growth Management Act requirements; and Effective 1/27/18 Ord 2913 Redmond Comprehensive Plan Capital Facilities 12-8;
  - An analysis indicating that the functional plan, including any subsequent revisions to or modifications of the functional plan, is consistent with the Comprehensive Plan policies, Zoning Code regulations, and the Capital Investment Strategic Plan.
- CF-3 Review proposed functional plans and updates to existing functional plans to ensure that the plans:
  - Focus on infrastructure needs in both developed and developing areas of Redmond,

- Are consistent with the Comprehensive Plan, and
- Comply with state law.
- UT-1 Ensure that adequate public utilities and facilities are planned for, located, extended, and sized consistent with the planned growth described in the Goals, Vision and Framework Policies; Annexation and Regional Planning; and Land Use Elements.

**Criterion 3: If the purpose of the amendment is to change the allowed use in an area, the need for the land uses that would be allowed by the Comprehensive Plan amendment and whether the amendment would result in the loss of the capacity to meet other needed land uses, especially whether the proposed amendment complies with the policy on no net loss of housing capacity;**

N/A. This criterion is not applicable to this amendment.

**Criterion 4: Consistency with the preferred growth and development pattern of the Land Use Element of the Comprehensive Plan**

Meets this criterion. The General Wastewater Plan advanced the preferred growth pattern as identified in Framework Policy FW-13 by providing adequate infrastructure to implement the desired intensity and general character consistent with the community's long-term vision.

**Criterion 5: The capability of the land, including the prevalence of critical areas.**

Meets this criterion. All actions identified by this plan will be subject to the City's development review process and must comply with shoreline, critical area, and other City environmental regulations.

**Criterion 6: The capacity of public facilities and whether public facilities and services can be provided cost-effectively at the intensity allowed by the designation.**

Meets the criterion.

- The plan ensures that the capacity of public wastewater system facilities match expected growth as detailed in the Redmond Zone Code.
- The plan supports Comprehensive Plan Policy UT7—Require development to pay for or construct growth-related portion of infrastructure needs.

**Criterion 7: The proposed amendment addresses significantly changed conditions. In making this determination the following shall be considered:**

- i. **Unanticipated consequences of an adopted policy, or**
- ii. **Changed conditions on the subject property or its surrounding area, or,**
- iii. **Changes related to the pertinent plan map or text; and**
- iv. **Where such change of conditions creates conflicts in the Comprehensive Plan of a magnitude that would need to be addressed for the Comprehensive Plan to function as an integrated whole.**

Meets this criterion. The plan addresses the anticipated change in conditions created by growth within the City as detailed by zoning allowances within the Redmond Zoning Code.

## ES Executive Summary

### ES.1 Growth

The City of Redmond (City) continues to be a leading employment center in the Pacific Northwest with companies such as Microsoft, AT&T, and Nintendo. Since the 1990s employment has more than doubled within the City and in the next 20 years it is expected to increase by more than 40 percent.

Residential growth has also increased significantly at more than 18 percent in the past 10 years. In the next 20 years this trend is expected to continue with some of the highest sectors of growth expected from multifamily residential; especially in areas of mixed-use development and redevelopment such as in the Downtown core, Overlake, and Marymoor Village.

These high levels of growth will continue to drive the need for expansion of the City's wastewater service and upgrades to its existing system.

### ES.2 Capital Improvement Program and Development Projects

The improvement and development projects are grouped into three primary areas:

- Capital Improvement Program
- Developer Extensions/Development Projects
- Septic-to-Sewer Projects

Chapter 6 provides a summary of all projects. Chapter 4 and Appendix F provide more detailed information about the specific projects.

#### ES.2.1 Capital Improvement Program

Implementation of the Capital Improvement Program (CIP) projects will be determined based on a number of factors, including an increase in flows and/or necessary rehabilitation of aging infrastructure. Timing of projects may also depend on coordination with other utility projects, such as transportation or stormwater improvements.

There are twelve (12) CIP projects identified in this General Wastewater Plan Update (Plan). Five of these projects (replacement and/or upgrades to Lift Stations Nos. 5, 6, 12, 13, and 15) are currently underway. It is anticipated the LS-12, LS-13, and LS-15 projects will be completed in the next 2-3 years. The remaining two stations (LS-5 and LS-6) will be completed in the next 3-5 years. Several of the projects included in the CIP are dependent on flow monitoring to confirm the need for the project. If possible, this flow monitoring should begin as soon as possible. Prioritization of projects beyond 2022 will be identified based on flow monitoring and the criteria mentioned above.

#### ES.2.2 Developer Extensions/Development Projects

More than 110 developer projects are identified at this time. These projects will also be driven by the rate and location of growth and development. These projects are expected to be funded primarily through developer contributions.

### **ES.2.3 Septic-to-Sewer Projects**

The remaining type of project included in this planning document are the Septic-to-Sewer projects, that connect those homes on septic systems to the wastewater collection system. In 1998, the City implemented a pilot program (Neighborhood Sewer Replacement Program) but did not receive the necessary funding or interest on the part of homeowners to connect to the City's collection system. It is recognized that at some time in the future, it will be necessary for these homeowners to connect to the City's collection system. Each year, the City Council and the Directors team will determine if there is sufficient interest in implementing some or all of the Septic-to-Sewer projects.

## **ES.3 Other Recommendations**

In addition to the capital improvement projects, this Plan contains a number of recommendations for the City's wastewater program. The following recommendations are not capital projects but are actions that the utility should consider.

### **ES.3.1 Recommended Operation and Maintenance Improvements**

There are several recommended improvements included in Chapter 5, including those that the City plans to implement.

### **ES.3.2 Wastewater Flows and Modeling Recommendations**

It is recommended that the City continue to update and maintain the City's wastewater flows and system models. These model projections and system data are contained within the City's model of the wastewater collection system.

## **ES.4 Funding Growth**

The estimated cost of the twelve (12) CIP projects identified in this Plan equals \$43.3 million. The near-term projects (Lift Stations Nos. 5, 6, 12, 13, and 15) account for \$27.3 million of this total. All of these projects are included in the budgeting process and the City has sufficient resources to fund the planned CIP. Several of the planned CIP projects will be completed beyond the near-term projects. Implementation of many of these projects will depend on the rate of growth in specific areas.

Developer extensions will primarily be funded by developers and developer contributions. Funding for the Septic-to-Sewer Projects has not yet been determined but may include a combination of City and homeowner funding.

In addition to the CIP, developer, and Septic-to-Sewer Projects, are projects completed by the operation and maintenance (O&M) department and funded through the O&M annual budget.

## **ES.5 Planning and Analysis Tools**

An important element in the preparation of this Plan, was the creation of the City's wastewater collection system hydrologic/hydraulic model. A City-wide model representing all of the City's wastewater basins was developed to be used as a planning tool. The model developed in conjunction with this Plan provides several important features.

**ES.5.1 Industry-Accepted Modeling Platform**

The wastewater collection system modeling software, MIKE URBAN, is an industry-accepted platform that will be regularly updated and maintained and provide City staff with ongoing technical support. It simulates both dry and wet weather conditions by modeling both the sanitary flows as well as inflow and infiltration.

**ES.5.2 Compatibility with King County Data**

One of the reasons that the MIKE URBAN software was selected by the City, was that King County uses this program for regional wastewater modeling. This provides an advantage to the City in that it can easily use the King County data that has been developed as part of the regional data development and modeling.

**ES.5.3 GIS Compatibility**

The wastewater collection system model and the dry weather flow database were developed using the City's GIS data, as well as other data sources. The City intends to continue to develop its GIS data over time, and to use these GIS sources for future updates to the model and the dry weather flow database.

**ES.5.4 Identification of Potential Deficiencies and a More Efficient Use of Staff Time**

An advantage to having this wastewater collections system model is that City staff can more easily identify potential deficiencies within the collection system.

For example, during this planning process, use of this model identified several areas where there were potential issues. Maintenance and Operations staff field verified and checked for potential capacity issues at these specific locations; in some cases, confirming problem areas. Other areas that are still questionable should be more closely monitored over time, by conducting flow monitoring in targeted areas.

**ES.5.5 What-If Scenarios for Planned Improvements**

The model will also provide the City staff with tools for sizing planned improvements where deficiencies exist or where new growth is planned.

**ES.5.6 Improved Reliability and Accuracy of Data Sources**

The process of creating the dry weather flow database and the wastewater collection system model resulted in a detailed effort to identify missing and incorrect information. Following verification against field data, as-builts, and other data sources now provides City staff with much more reliable information.

# Attachment C



## Determination of Non-Significance Certification of Public Notice

CITY OF REDMOND

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

### CERTIFICATE OF MAILING

I hereby certify that to the best of my knowledge a Determination of Non-Significance for City of Redmond General Wastewater Plan Update File number: SEPA-2021-00311 was sent to the Applicant and to the attached mailing list copy, by first class mail and electronically mailed to attached SEPA Agency List on or before May 5, 2021

Name (print) Gloria Meerscheidt

Date May 5, 2021

### CERTIFICATE OF POSTING

I, the undersigned, certify that on May 5, 2021, I posted copies of the attached

Determination of Non-Significance at:	0	Location(s) on or near the site
	0	City Hall – Building Closed – COVID-19
	0	Library – Building Closed – COVID-19

Name (print) Gloria Meerscheidt on behalf of Niomi Montes De Oca

Date May 5, 2021



# STATE ENVIRONMENTAL POLICY ACT (SEPA) DETERMINATION OF NON-SIGNIFICANCE

For more information about this project visit [www.redmond.gov/landuseapps](http://www.redmond.gov/landuseapps)

## PROJECT INFORMATION

**PROJECT NAME:** COR General Wastewater Plan Update

**SEPA FILE NUMBER:** SEPA-2021-00311

**PROJECT DESCRIPTION:**  
City of Redmond General Wastewater Plan Update

### **PROJECT LOCATION:**

**SITE ADDRESS:** 15670 NE 85TH ST  
REDMOND, WA 98052

**APPLICANT:** Jeff Thompson

**LEAD AGENCY:** City of Redmond

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws.

Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA.

An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. **This information is available to the public on request.**

## CITY CONTACT INFORMATION

**PROJECT PLANNER NAME:** Niomi Montes De Oca

**PHONE NUMBER:** 425-556-2499

**EMAIL:** [nmontesdeoca@redmond.gov](mailto:nmontesdeoca@redmond.gov)

## IMPORTANT DATES

### **COMMENT PERIOD**

Depending upon the proposal, a comment period may not be required. An "**X**" is placed next to the applicable comment period provision.

There is no comment period for this DNS. Please see below for appeal provisions.

**'X'** This DNS is issued under WAC 197-11-340(2), and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the Project Planner, via phone, fax (425)556-2400, email or in person at the Development Services Center located at 15670 NE 85th Street, Redmond, WA 98052. **Comments must be submitted by 05/20/2021.**

### **APPEAL PERIOD**

You may appeal this determination to the City of Redmond Office of the City Clerk, Redmond City Hall, 15670 NE 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 06/04/2021**, by submitting a completed City of Redmond Appeal Application Form available on the City's website at [www.redmond.gov](http://www.redmond.gov) or at City Hall. You should be prepared to make specific factual objections.

**DATE OF DNS ISSUANCE:** May 6, 2021

**For more information about the project or SEPA procedures, please contact the project planner.**

**RESPONSIBLE OFFICIAL:** Carol V. Helland  
Planning Director

SIGNATURE: \_\_\_\_\_

**RESPONSIBLE OFFICIAL:** Dave Juarez  
Public Works Director

SIGNATURE: \_\_\_\_\_

**Address:** 15670 NE 85th Street Redmond, WA 98052

**CITY OF REDMOND**  
**ENVIRONMENTAL CHECKLIST**  
**NON-PROJECT ACTION**  
*(Revised May 2018)*

**Purpose of the Checklist:**

The State Environmental Policy Act (SEPA), chapter 43 .21C RCW , requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the City of Redmond identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

**Instructions for Applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply" and indicate the reason why the question "does not apply" . It is not adequate to submit responses such as "N/A" or "does not apply": without providing a reason why the specific section does not relate or cause an impact. Complete answers to the questions now may avoid unnecessary delays later. If you need more space to write answers attach them and reference the question number .

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the City can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. When you submit this checklist, the City may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Review Planner Name: Niomi Montes de Oca

Date of Review: April 26, 2021

To Be Completed By Applicant	Evaluation for Agency Use Only
<p><b>A. BACKGROUND</b></p> <p>1. Name of proposed project, if applicable: 2021 General Sewer Plan Update</p> <p>2. Name of applicant: Jeff Thompson</p> <p>3. Address and phone number of applicant and contact person: 15670 NE 85th St. Redmond, WA 98073 425-556-2884</p> <p>4. Date checklist prepared: 3/9/2021</p> <p>5. Agency requesting checklist: City of Redmond</p> <p>6. Give an accurate, brief description of the proposal's scope and nature:</p> <p>    i. Acreage of the site: <u>City wide</u></p> <p>    ii. Number of dwelling units/ buildings to be constructed:         <u>None</u></p> <p>    iii. Square footage of dwelling units / buildings being added:         <u>None</u></p> <p>    iv. Square footage of pavement being added: None</p> <p>    v. Use or principal activity: <u>City Planning Document</u></p> <hr/> <p>    vi. Other information : <u>Update existing plan</u></p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>7. Proposed timing or schedule (including phasing, if applicable):</p> <p>Public Involvement - March &amp; April 2021                      SEPA/Tech Comm - April &amp; May 2021                      Planning Commission - April - June 2021 City Council - May &amp; June 2021                      King County Utilities - June - December 2021                      Department of Ecology - June - December 2021</p> <p>8. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    If yes, explain.</p> <p>Revisions required by applicable comments during the public involvement and approval processes.</p> <p>9. List any environmental information you know about that has been prepared or will be prepared directly related to this proposal.</p> <p>No environmental info since this is a City Planning document.</p> <p>10. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain.</p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>11. List any government approvals or permits that will be needed for your proposal, if known.</p> <p>City of Redmond City Council approval King County Utilities approval Department of Ecology approval</p> <p>12. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.</p> <p>This is an update to the City of Redmond General Sewer Plan. The last plan was approved in 2009 and is due for an update. The plan evaluated the City's wastewater system for buildout of the current zoning and indicates where improvements are required by Developers and the City to meet future demand.</p> <p>13. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist</p> <p>The planning document evaluates the whole city and the Novelty Hill area where the City of Redmond provides sewer service. Chapter 4 of the plan details the potential sites for upgrades and expansions to the City sewer system.</p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p><b>B. <u>SUPPLEMENTAL</u></b></p> <p>Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.</p> <p>When answering these questions, be aware of the extent the proposal or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.</p> <ol style="list-style-type: none"> <li>How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?                     <p>As the City grows it produces more wastewater that is sent to King County for treatment. The treated water is then discharged to Puget Sound. By evaluating the City's wastewater system for future growth and providing a list of improvements required to meet the future demand, the City is minimizing the chance of a sewer overflow event. All emergency generators at wastewater pump stations are required to meet the City's noise ordinance.</p> <p>Proposed measures to avoid or reduce such increases are:</p> <p>Wastewater system improvements described in the plan. Providing adequate sewer capacity to meet zoning buildout conditions will prevent sewer overflows that could make their way into the City's stormwater system and local streams.</p> </li> <li>How would the proposal be likely to affect plants, animals, fish, or marine life?                     <p>The plan minimizes the chances of wastewater overflowing and affecting plants, animals, fish, or marine life.</p> <p>Proposed measures to protect or conserve plants, animals, fish or marine life are:</p> <p>The plan reduces the risk of overflows by ensuring the City's wastewater system has adequate capacity and improved infrastructure. This reduces the potential that raw sewage will enter the City's stormwater system, and flow to local streams and other aquatic habitats.</p> </li> </ol>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for A2encv Use Only
<p>3. How would the proposal be likely to deplete energy or natural resources?</p> <p>The wastewater system includes 22 lift stations, which require electricity to run the pumps.</p> <p>Proposed measures to protect or conserve energy and natural resources are:</p> <p>Use of a SCADA system to run the pumps efficiently and minimize their usage. Pump sizing is designed to maximize efficiency at design flows.</p> <p>4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?</p> <p>The plan minimizes the chances of wastewater overflowing to natural waterways, thereby protecting sensitive aquatic habitat. The Plan aligns with the City's critical areas regulations and other zoning codes.</p> <p>Proposed measures to protect such resources or to avoid or reduce impacts are:</p> <p>The plan relies on City planning processes, zoning code, and environmental protection regulations to determine where extensions and improvements to the wastewater system can and need to be placed. It compares the current conditions of the City's wastewater system to what will be needed in the future, based on build-out scenarios that align with zoning allowances and City code.</p>	<p style="text-align: center; color: red;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?</p> <p>The plan ensures that the wastewater system is adequately sized to serve the buildout of the current zoning. It compliments the City of Redmond Comprehensive Plan and Zoning Code.</p> <p>Proposed measures to avoid or reduce shoreline and land use impacts are:</p> <p>The plan relies on the City's Comprehensive Plan, Zoning Code, and environmental regulations to determine what areas of the City are allowed development and which areas must be protected. All potential project derived from this plan will be subject to the City's development review process, and must comply with Shoreline, Critical Area, and other City environmental regulations.</p> <p>6. How would the proposal be likely to increase demands on transportation or public services and utilities?</p> <p>The plan was written using projected growth estimates supplied by the Puget Sound Regional Council. As such, it responds and supports the City's growth management activities as define by Comprehensive Plan and Zoning Code. It purpose is to ensure that sewer utility services keep pace with growth and can adequately meet increased demand caused increased housing and businesses densities, as defined in the Redmond Zoning Code .</p> <p>Proposed measures to reduce or respond to such demand(s) are:</p> <p>The plan calls for the extension of sewer system in areas that are expected to receive the greatest amount of growth as per the City's Comprehensive Plan Vision and Zoning Code. This includes extensions and improvement to the wastewater system in areas with close proximity of public transit hubs and light-rail stations, such as Downtown Redmond, Overlake, and the Marymoor Sub-Area.</p>	<p style="text-align: center; color: red; font-weight: bold;">NMO</p> 

To Be Completed By Applicant	Evaluation for Agency Use Only
<p>7. Identify , if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.</p> <p>The plan helps comply with all the local, state, and federal laws or requirements for the protection of the environment by ensuring that the City's wastewater system is adequately sized for buildout of the current zoning. Additional wastewater system analysis would be required if the City increases zoning in any areas.</p>	<p style="text-align: center;">NMO</p> 

**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Applicant Signature: Jeff Thompson

Jeff Thompson  
**Name of Signee:** \_\_\_\_\_

Senior Utility Engineer/City of Redmond  
**Position and Agency/Organization:** \_\_\_\_\_

Project Manager  
**Relationship of Signer to Project:** \_\_\_\_\_

3/9/2021  
**Date Submitted:** \_\_\_\_\_

## Chapter 1 Introduction

The City of Redmond's 2019 General Sewer Plan (Plan) updates the City's 2009 General Sewer Plan. The Plan is a tool that the City will use to maintain, operate, and expand the sewer system to meet the needs of existing and future customers. Since the 2009 Plan was approved, several changes and improvements have taken place within the City's service area.

Changes since the 2009 Plan that affect sewer system planning in the Redmond service area include:

- Continued growth in Redmond's service area, mainly in the downtown core and Overlake neighborhoods.
- The 2009 to 2011 King County Decennial Flow Monitoring Program.
- Approval and implementation of Sound Transit 2, with future light rail stations in Overlake, Marymoor and Downtown Redmond.
- Proposed King County replacement of the Lake Hills Trunk and Northwest Lake Sammamish Interceptor Upgrade.
- Proposed redevelopment on the Microsoft Campus.
- Zoning changes adopted by the City.
- City of Redmond Comprehensive Plan updates.

This Plan identifies short-term capital improvements and defines long-term system planning goals and service criteria consistent with regional land use and wastewater planning issues.

As regulations and conditions change, periodic review and revision of this Plan will be appropriate and necessary to reflect such changes. Population, growth, and development trends must be monitored to assess whether the actual trends differ significantly from projections in this Plan and whether these differences significantly affect proposed improvements.

### 1.1 Purpose and Objectives

The first plan to review the needs of Redmond's complete sewer system was the 1987 Comprehensive Sanitary Sewer Study. This was followed by the 1997 General Sewer Plan and then the 2009 General Sewer Plan. The 1997 Plan incorporated the impacts of rapid growth that surpassed the system capacity, even with the capital improvements outlined in the 1987 Plan. The 1997 and 2009 plans included information from the state, region, and local level regarding land use and growth management.

This 2019 Plan updates the work of the 2009 Plan and is consistent with the land use designations and build-out projections under the City's Comprehensive Plan. This Plan includes 6-year and buildout planning horizons. These planning horizons account for improvements necessary to support the City's projected buildout. Adoption of modifications will take place every six to ten years as the Plan is officially updated in accordance with the Utilities chapter of the City's Comprehensive Plan.

The objectives of this Plan are to:

- Develop population and sewage flow projections for the City's sewer service area.

- Ensure consistency of planning assumptions with the King County Department of Natural Resources Wastewater Treatment Division (King County WTD) and the City Planning Department.
- Update the City's sewer model using MIKE URBAN sewer modeling software and the City's GIS system.
- Establish design criteria for analyzing facilities.
- Analyze the existing sewer system with existing and future flows to determine possible deficiencies.
- Develop a capital improvement program (CIP).
- Develop implementation strategy and financial program for proposed CIP.
- Review City policies that may impact planned improvements to Redmond's sewer system.
- Summarize efforts to identify opportunities for reclaimed water use.

## **1.2 Ownership and Management**

The City of Redmond (City) is a municipal corporation that owns and operates a public sewer collection system. The City uses a Mayor-Council form of government. The Mayor oversees the management of the Public Works Department through the Public Works Director. The collection system is managed by the Water/Wastewater Division within the Public Works Department.

The City does not own or operate a wastewater treatment plant (WWTP). Rather, wastewater is conveyed to various King County owned interceptors within the sewer service area and the County is contracted for further conveyance and treatment. Wastewater generated in Redmond's sewer service area is ultimately treated at the County's Brightwater Treatment Plant.

## **1.3 Regulatory Requirements**

Several local, state, and federal regulatory requirements guide the planning, operation, design, and construction of sewer systems, and these must be considered with this planning process. The rules and requirements that are pertinent to the Sewer Plan are described in the following sections.

### **1.3.1 Department of Ecology**

This Plan was prepared in accordance with the requirements of the Washington State Department of Ecology (Ecology) as defined in Chapter 173-240-050 of the Washington Administrative Code (WAC) and Chapter 90.48 of the Revised Code of Washington (RCW). The WAC requirements and location are addressed within this document and are shown in Table 1.1. below:

<b>Reference Paragraph</b>	<b>Description of Requirement</b>	<b>Location in Document</b>
3a	Purpose and need for proposed plan	Chapter 1.1
3b	Who will own, operate, and maintain system	Chapter 1.2
3c	Existing and proposed service boundaries	Chapter 2
3d	Layout map showing boundaries; existing sewer facilities; proposed sewers; topography and elevations; streams, lakes; and other water bodies; water systems	Chapter 2
3e	Population trends	Chapter 3.1
3f	Existing domestic and/or industrial wastewater facilities within 20 miles	Chapter 2
3g	Infiltration and inflow problems	Chapter 4
3h	Treatment systems and adequacy of such treatment	Chapter 1 – N/A
3i	Identify industrial wastewater sources	
3k	Discussion of collection alternatives	Chapter 4
3k	Discussion of treatment alternatives	Chapter 3 – N/A
3k	Discussion of disposal alternatives	Chapter 3.3.3
3l	Define construction cost and O&M costs	Chapter 6
3m	Compliance with management plan	
3n	SEPA compliance	Appendix C

### 1.3.2 Growth Management Act

Under the requirements of the state Growth Management Act, Redmond must commit to serving the sewer needs of the planned growth that will occur within Redmond's urban boundary during the next six years. This Plan includes an evaluation of the existing sewer system and identification of additional facilities needed to accommodate the planned growth to comply with the state regulations.

### 1.3.3 King County

The 2016 King County Comprehensive Plan is the county's land use planning document that defines growth strategies for achieving the Growth Management Act's 13 planning goals. The first plan was adopted in 1994 and the 2016 Plan was last amended October 29, 2018. Chapter 9 of the King County Comprehensive Plan addresses services, facilities, and utilities, including public sewer systems, and supports the Phase 1 Countywide Planning Policies and the Phase II amendments finalized in May 1994.

Title 13 of the King County Code sets requirements for water and sewer systems, including review guidelines and consideration of reclaimed water. Title 13 requires sewer and water comprehensive plans to consider opportunities for reclaimed water. Redmond does not operate a WWTP so providing reclaimed water through sewage treatment is not viable. Reclaimed water is available within the City limits from the Brightwater Treatment Plant. Use of reclaimed water from Brightwater is discussed in Chapter 3. This 2019 Plan Update will be reviewed by the County's Utility Technical Review Committee (UTRC) per the requirements in Title 13. This 2019 Plan Update is consistent with the strategy and policies presented in King County's documents.

## **1.4 Plan Organization and Contents**

This Plan defines the current service area, sewer basins, and existing infrastructure; delineates the future sewer planning area, the projected service population, and resulting sewage flows; and presents proposed improvements to upgrade existing facilities and provide adequate sewer service to existing and future customers in Redmond's service area.

Specific components included in this Plan are identified below.

### ***Introduction (Chapter 1)***

- Purpose and objectives of the City's General Sewer Plan Update.
- Regulatory requirements of the sewer system and planning process.
- Overview of the Plan contents and glossary of terms and abbreviations.

### ***System Description (Chapter 2)***

- Defines the existing service area and sewer planning area boundaries and the geographical features and resources within these boundaries.
- Discusses the relationship with King County and other sewer providers.
- Documents land use and zoning throughout the service and planning areas.
- Summarizes regulations and permitting relevant to the sewer system and planning.
- Describes the existing sewer facilities and provides an inventory of the sewer basins, mains, and pump stations.
- Summarizes the City's water system and facilities.

### ***Planning Criteria and Flow Projections (Chapter 3)***

- Documents existing and future demographics.
- Estimates current and future sewage flows for Redmond's sewer system based on current usage and future zoning.
- Presents accepted design criteria standards and discusses King County WTD's policies for future regional sewer service, which include infiltration and inflow (I/I), conveyance system improvements, and reclaimed water.
- Describes the use of planning data from the King County I/I Study in the development of City flows and the City's sewer model development.
- Discusses the impacts of water conservation on the City's sewer system.

### ***Sewer System Evaluation (Chapter 4)***

- Summarizes efforts to analyze the system using a hydraulic and hydrologic wastewater model.
- Describes existing sewer facilities by basin.

- Identifies problem areas or deficiencies by capacity, operation and maintenance (O&M) and/or obsolescence.
- Presents recommended improvements by sewer basins.
- Provides figures of all the existing sewer facilities and recommended improvements.

### ***Operations and Maintenance (O&M) (Chapter 5)***

- Documents maintenance problems, describes Redmond's sewer inspection program and recordkeeping methods, and discusses operation and maintenance staff.
- Describes the City's Fats, Oils, and Grease (FOG) Program.
- Describes requirements for the Capacity, Maintenance, Operations, and Maintenance (CMOM) Program and a proposed plan for the City's implementation of CMOM.
- Presents an evaluation and condition assessment of the City's pump stations.
- Details enhancements to be made to the existing O&M Program.

### ***Capital Improvement Program (Chapter 6)***

- Summarizes the recommended infrastructure improvements identified in the sewer system evaluation for each basin.
- Summarizes the recommended improvements for the O&M Program.
- Identifies costs of the improvements and presents capital funding sources.

### ***Implementation (Chapter 7)***

- Identifies the procedures, permits, and approvals needed to implement the Plan.
- Describes the Neighborhood Sewer Replacement Program.

## **1.5 Glossary of Terms and Abbreviations**

The following terms and abbreviations are used in this Plan:

AAF	Average Annual Flow, or Average Daily Flow. This flow condition captured all daily flows during the year.
AWWF	Average Wet Weather Flow. The average flow from the months of November through March. All flows during this period are summarized regardless of the amount of precipitation.
Basin	An area that is served, or will be served, by a specific part of a sewer system. Basins generally correspond to natural drainage areas.
Budgeting by Priorities Process	Budgeting process begun in 2017 that includes citizen involvement and prioritization of City services based on input from community involvement.
CIP	Capital Improvement Program
CMOM	Capacity, Management, Operation, and Maintenance
DFM	Decennial Flow Monitoring
DWF	Dry Weather Flow, or Domestic Flow. An estimation of wastewater flow with little to no I/I contribution.
Ecology	Washington State Department of Ecology

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EPA	Environmental Protection Agency
FAR	Floor-to-Area Ratio
FOG	Fats, Oils, and Grease
Force Main	A pipe that transports sewage under pressure delivered by a sewage pump.
Full Service Area	Defined by King County as areas where water supply is available and where public sewer is available now or will be provided in the next six years.
GMA	Growth Management Act
gpad	gallons per acre day
gpcd	gallons per capita per day
gpd	gallons per day
gpm	gallons per minute
ILA	Interlocal Agreement
Impact and Planning Area	Area outside of the city limits that is anticipated to be served by the City.
Infiltration	Groundwater that enters a sewer system through fractured or defective pipes, leaking pipe joints, leaking manholes, and other defects.
Inflow	Stormwater runoff that directly enters a sewer system from roof, street, and other drains, perforated or leaking manhole covers, and other sources. Water from foundation drains is also considered inflow.
I/I	Combined total of infiltration and inflow without distinction between the two.
King County WTD	King County Department of Natural Resources Wastewater Treatment Division (formerly the Municipality of Metropolitan Seattle or Metro)
LID	Local Improvement District
mgd	million gallons per day
MMF	Maximum Month Flow. The average flow of the maximum month.
MWL	Municipal Water Supply – Efficiency Requirements Act Chapter 5, commonly known as the “Municipal Water Law.” It was adopted in 2003 and includes requirements for water and wastewater master planning.
MIKE URBAN	Danish Hydraulic Institute Software. This is the software used for the hydraulic and hydrologic model simulations.
NESSWD	Northeast Sammamish Sewer and Water District

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NPDES	National Pollution Discharge Elimination System. As authorized by the Clean Water Act, the NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are discrete conveyances such as pipes or man-made ditches.
PDF	Peak Day Flow. The maximum total daily flow through the system.
Peak Design Flow	Estimated sewer flow in the system during a 100-year flow-event.
PHF	Peak Hour Flow. The peak sustained flow rate occurring during a one-hour period.
Potential Annexation Areas	Areas that Redmond would consider annexing if it would be able to provide the facilities necessary to serve the resident population in compliance with Redmond's goals and policies. These are generally areas between Redmond's city limits and its UGA boundary.
RCW	Revised Code of Washington
RDI	Rainfall Dependent Inflow/Infiltration
Results Teams	Part of Budgeting by Priorities Process. Groups of five City staff across departments and one citizen that are responsible for providing recommendations to the Mayor and Council on budgeting priorities.
Sewage	Wastewater resulting from residential, commercial, and industrial water use, exclusive of irrigation.
SEPA	State Environmental Policy Act. A law of the State of Washington that requires identification of environmental impacts for proposed projects and actions. Sewer plans are subject to review under this law.
Sewer	A pipe or conduit, generally closed but normally not flowing full, for carrying sewage.
Service Planning Area	Defined by King County as the area within Redmond's urban growth area that will ultimately receive sewer service.
Service Area	The area currently served by sewers.
SFR	Single-family Residential
SSOAP	Sanitary Sewer Overflow Analysis and Planning
TDR	Transfer of Density Rights
Urban Area	King County defines as an area with a land use classification of urban that is further classified as Full-Service Area or Service Planning Area.
UGA	Urban Growth Area

UPD	Urban Planned Developments. These are land developments within the UGA involving a public review process with the intent of mutual benefit to public and private interests.
UTRC	Utility Technical Review Committee, King County.
WAC	Washington Administrative Code
WTD	King County Wastewater Treatment Division
WWTP	Wastewater Treatment Plant

**From:** [Legals](#)  
**To:** [Gloria Meerscheidt](#)  
**Subject:** RE: 10011 - Please publish on Thursday, May 6, 2021 - SEPA-2021-00311 General Wastewater Plan Update  
**Date:** Tuesday, May 4, 2021 3:45:05 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)  
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Thank you!

**Holly Botts**

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**From:** Gloria Meerscheidt <GMeerscheidt@REDMOND.GOV>  
**Sent:** Tuesday, May 04, 2021 3:13 PM  
**To:** Legals <legals@seattletimes.com>  
**Cc:** Gloria Meerscheidt <GMeerscheidt@REDMOND.GOV>  
**Subject:** 10011 - Please publish on Thursday, May 6, 2021 - SEPA-2021-00311 General Wastewater Plan Update

Hello Seattle Times Representative,

Please publish the enclosed attachment (word format) as a liner ad for Thursday, May 6, 2021

Attachment: SEPA-2021-00311, COR Wastewater Plan Update

Please respond to verify this request.

Thank you,

**Gloria Meerscheidt**  
Administrative Assistant, City of Redmond



☎ 425-556-2407

✉ [gmeerscheidt@redmond.gov](mailto:gmeerscheidt@redmond.gov)

🌐 [www.redmond.gov](http://www.redmond.gov)

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**City of Redmond  
STATE ENVIRONMENTAL  
POLICY ACT (SEPA)  
DETERMINATION OF  
NON-SIGNIFICANCE**

**Name of Proposal/File Number:** General Wastewater Plan Update SEPA-2021-00311

**Description of Proposal:** City of Redmond Wastewater Plan Update

**Location of Proposal:** city-wide

**Site Address of Proposal (if any):** n/a

**Applicant:** Jeff Thompson

**Lead Agency:** City of Redmond

The lead agency for this proposal has determined that the requirements of environmental analysis, protection, and mitigation measures have been adequately addressed through the City's regulations and Comprehensive Plan together with applicable State and Federal laws.

Additionally, the lead agency has determined that the proposal does not have a probable significant adverse impact on the environment as described under SEPA.

An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. **This information is available to the public on request.**

**Comment Period:** Depending upon the proposal, a comment period may not be required. An "X" is placed next to the applicable comment period provision.

X This DNS is issued under WAC 197-11-340(2) and the lead agency will not make a decision on this proposal for 14 days from the date below. Comments can be submitted to the project Planner, Niomi Montes De Oca, at 425-556-2499, via fax at 425-556-2400, via e-mail at [nmontesdeoca@redmond.gov](mailto:nmontesdeoca@redmond.gov). **Comments must be submitted by May 20, 2021.**

**Responsible Official/Position/Title:**  
Carol V. Helland, Planning Director

**Responsible Official/Position/Title:**  
David Juarez, Public Works Director

**Address:** 15670 N.E. 85th Street, P.O. Box 97010, Redmond, WA 98073-9710

**Appeal Period**  
You may appeal this determination to the City of Redmond Planning Department, Redmond City Hall, 15670 N.E. 85th Street, P.O. Box 97010, Redmond, WA 98073-9710, **no later than 5:00 p.m. on 06/04/21** by submitting a completed City of Redmond Appeal Application Form available on the City's website at [www.redmond.gov](http://www.redmond.gov). You should be prepared to make specific factual objections.

**For more information about the project or SEPA procedures, please contact the project planner, Niomi Montes De Oca at 425-556-2499 or e-mail [nmontesdeoca@redmond.gov](mailto:nmontesdeoca@redmond.gov).**

**Date of DNS issuance:** Thursday, May 6, 2021

**From:** [Gloria Meerscheidt](#)  
**To:** [Adam](#); [andy.swayne@pse.com](#); [Avril Baty](#); [casey\\_barney@yakama.com](#); [Chris Jenkins](#); [Dan Sokol](#); [dbeagle@cj.sammamish.wa.us](#); [Elizabeth.Elliott@kingcounty.gov](#); [Erika Harris](#); [Fisheries.fileroom@muckleshoot.nsn.us](#); [fmiller@lwsd.org](#); [genick@tulaliptribes-nsn.gov](#); [Glen St. Amant - MITED Habitat Program](#); [Gretchen.Kaehler@dahp.wa.gov](#); [Heidi Bedwell](#); [Jennifer Meisner](#); [jerry\\_meninick@yakama.com](#); [Jil Nogi](#); [Jim Ishimaru](#); [John Greene](#); [Johnson Meninick](#); [Jon Regala](#); [klyste@stillaguamish.com](#); [laura.murphy@muckleshoot.nsn.us](#); [Mark.Wilgus@kingcounty.gov](#); [matth@snoqualmtribe.us](#); [Miles Penk](#); [Peter Alm](#); [Philippe D. LeTourneau](#); [Puget Sound Clean Air Agency](#); [robert.nunnenkamp@kingcounty.gov](#); [rrod](#); [ryoung@tulaliptribes-nsn.gov](#); [sepacenter@dnr.wa.gov](#); [sepadahp](#); [sepadesk@dfw.wa.gov](#); [sepaunit@ecy.wa.gov](#); [Stephanie Jolivette](#); [Steve Mullen-Moses](#); [Steve.Bottheim@kingcounty.gov](#); [Steven Mullen-Moses](#); [tina.morehead@kingcounty.gov](#); [tlavender2@frontier.com](#); [tmcgruder@gmail.com](#); [Todd Scott](#); [Tom Hinman-citizen](#); [WA Dept of Ecology](#); [wendy klahr](#)  
**Cc:** [Niomi Montes De Oca](#); [Gloria Meerscheidt](#); [Jeff Thompson](#)  
**Subject:** City of Redmond - SEPA - General Wastewater Plan Update  
**Date:** Wednesday, May 5, 2021 1:25:44 PM  
**Attachments:** [SEPA202100311.pdf](#)  
[Chapter 1 - Introduction.pdf](#)  
[image002.png](#)  
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[image006.png](#)  
[image008.png](#)  
[image010.png](#)  
[image012.png](#)  
[image014.png](#)  
[image016.png](#)

Hello,

**Attached:** City of Redmond General Wastewater Plan Update, SEPA-2021-00311

**Type of SEPA Documentation:** Determination of Non-Significance

**Description of Proposal:** Update to the City of Redmond General Wastewater Plan

**Date of Issuance:** May 6, 2021

If you have any questions, please contact the assigned planner:

- Niomi Montes De Oca
- [nmontesdeoca@redmond.gov](mailto:nmontesdeoca@redmond.gov)
- 425-556-2499

**Gloria Meerscheidt**  
 Administrative Assistant, City of Redmond



425-556-2407

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