

# 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"/> 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:

## Index of Exhibits

- Exhibit A      Scope of Work
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- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
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- ~~Exhibit H      Liability Insurance Increase~~    **NOT USED**
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- Exhibit J      Consultant Claim Procedures

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 absence 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:  
Agency:  
Address:  
City:                      State:              Zip:  
Email:  
Phone:  
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 agreement. 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:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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 party, 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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS 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.*

# ***Exhibit A Scope of Work***

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Project No. 2606

The City does not anticipate receiving Federal Funding for the SE Redmond Park project. As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program.

## **EXHIBIT A SCOPE OF WORK V.3**

### **INTRODUCTION:**

The purpose of this contract is to provide architectural and engineering design services for the City of Redmond's (the City) SE Redmond Park Project. Generally, the scope of services will include Project Administration, Preliminary Designs and Engineering reports, Environmental and Permitting support, Geotechnical Studies and Design, Traffic Study, Cultural Resources Services, and Final designs including cost estimates and bid documents. Optional services, including value engineering and construction phase services, may be added in the future by amendment.

### **PROJECT BACKGROUND:**

Southeast Redmond Park is a 3.2-acre undeveloped site located between 188th Avenue NE and 191st Avenue NE, fronting NE 67th Street. The site is relatively flat and gently sloping with minimal vegetation and serves as a key buffer between a residential neighborhood and adjacent industrial uses. Classified as a neighborhood park, it is intended to serve the recreational needs of nearby residents and employees in the growing Southeast Redmond area, which is home to more than 7,000 residents.

Currently, the area lacks adequate public green space. Aside from a small privately maintained playground, there are limited options for walking, cycling, or active recreation. The nearest public park is Marymoor Park, located 1.5 miles away.

The City initiated a Master Planning process in 2023 to define the park's future design and amenities. The SE Redmond Park Master Plan, adopted by City Council in April 2024, established the framework for park development and will guide the design and construction phases of this project. The Master Plan also references a noise study and a community identity feature, which the City will coordinate separately to inform final design and construction.

### **REFERENCE DOCUMENTS TO BE PROVIDED TO THE SELECTED CONSULTANT:**

The following documents will be made available to the Consultant:

1. RCO Grant Agreement for SE Redmond Park.
2. Title Report.
3. Available Geotechnical Explorations.
4. Available As-Builts and Record Documents including Reports for downstream storm water mitigation facilities.
5. Project Charter.
6. Available Parking Studies from past work.
7. Noise report (for sport court use).
8. Plan for a Community Garden from a past project, for reference only.

### **SCOPE OF WORK:**

#### **GENERAL CONSIDERATIONS:**

1. Services supporting Construction will be scoped prior to Bid.
2. Hours and/or fee remaining on tasks will be available for subsequent tasks/effort if not exhausted during prior task's work.
3. Major deviations from the approved Master Plan site plan after preliminary design phase will be provided as an additional service.

## **CONSULTANT DELIVERABLE STANDARDS:**

1. For all deliverables, the Consultant shall provide the following unless otherwise specified in a particular task:
  - A. Plans, reports, and technical memoranda at 30%, 60%, 90% and 100% (final).
2. All survey datum shall use State Plane North, NAD 83 (91-HARN) tied to two Redmond horizontal control monuments. Vertical: NAVD 88 per City CIP Record Drawing Process 4/21/2025.
3. Electronic copies of all deliverables (reports, specifications, technical memos, calculations, etc.) shall be in native file format and Portable Document Format (PDF).
4. Draft agenda two business days before scheduled meetings or workshops.
5. Draft meeting/workshop notes within two business days following the event.
6. Plans/Drawings/Specifications shall meet the City of Redmond CIP Record Drawing Guidelines including:
  - A. Electronic plan/drawing files:
    - 1) Be provided in AutoCAD digital format as well as PDF files.
    - 2) Computer-aided-design (CAD) files shall be prepared with AutoCAD Civil 3D, Architectural 3D, MEP, Revit , or AutoCAD (most current version unless otherwise agreed to with the City). CAD files shall be prepared in accordance with City of Redmond CAD Standards.
    - 3) CAD files shall be prepared for full-size printing in ANSI D (22 x 34) format. All PDFs, except the 100% final submittals shall be prepared in ANSI B (11 x 17). Final 100% PDFs shall be prepared in ANSI D format.
    - 4) Shall include a graphic bar scale.
    - 5) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
    - 6) Be unprotected with properly embedded fonts.
    - 7) Have the capability to be printed 11 x 17 (ANSI B) or 22 x 34 (ANSI D) size.
    - 8) For all plans other than final plans and drawing files which are addressed elsewhere, include the label "Preliminary" or include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature, or certification on each sheet.
  - B. Electronic Specification files:
    - 1) City of Redmond Standard Specifications, supplemented by WSDOT specifications shall be utilized. Division 0 and 1 shall be based on a boilerplate provided by the City.
    - 2) Be provided electronically in Microsoft Word (with Track Changes) and PDF (without Track Changes).
    - 3) Microsoft Word documents shall be provided as one file per section and shall be modified and updated using Track Changes.
    - 4) Be provided on City SharePoint site, or other cloud-based site (Masterworks Cloud Platform), portable storage device, or other electronic media as approved by the City.
    - 5) Word files shall not be compiled into one document.
    - 6) Arial 11 font shall be used in the body of all specifications.
    - 7) Be unprotected with properly embedded fonts.
    - 8) Have the capability to be printed 8.5 x 11.

7. Final documents (specifications, reports, studies, etc.) shall include the appropriate Professional Engineer/Architect/Professional Land Surveyor stamp, signature or certification for all relevant sections and reports (geotechnical, hazardous waste survey, etc.)
8. The City will review the draft submittals and provide comments via email on a spreadsheet (or Bluebeam in a Bluebeam session established by the Consultant.) The Consultant shall provide responses to the City for each comment within a mutually agreed timeframe for receipt of the comments; timeframe to be determined during negotiations. Each comment response shall describe how the comment will be incorporated into the final document. Each comment response will be reviewed with the City to reach consensus on resolution.
9. The Consultant shall comply with the City's standards, guidelines, and requirements including but not limited to the following:
  - A. CAD Templates and standards
  - B. City of Redmond Stormwater Technical Manual (2025 version)
  - C. ADA Standards
  - D. Applicable Municipal Code(s)
  - E. City of Redmond Standard Specifications, supplemented by WSDOT Standard Specifications

**TASK 100 – PROJECT MANAGEMENT AND COORDINATION DURING PRELIMINARY AND FINAL DESIGN, THROUGH CONSTRUCTION.**

The Consultant shall manage preliminary, final design and construction phase project scope, schedule, and budget including:

1. Submit monthly progress reports that include earned value analysis, a brief narrative of work completed for the prior month and work expected to be completed during the next month for each Consultant task.
2. Identify any tasks that are delayed or determined to be at-risk, and prepare a summary of a recovery plan, dependencies, and project impacts.
3. Identify decisions, issues, and action items.
  - A. Prepare decision/actions/issue logs to be submitted with monthly reports.
4. Prepare a detailed project design schedule using the Critical Path Method (CPM) to identify the expected critical path and include appropriate internal and external milestones.
  - A. The contract schedule shall be updated as needed for major changes and included with the monthly reports.
5. Prepare for and participate in bi-weekly team meetings with the City.
  - A. At a minimum, the meetings shall be attended by the Consultant Project Manager, key members of the Consultant team as needed for discussion of task items and the City's project team members.
  - B. Meeting effort is anticipated to be approximately 1 hour (1/2hr for meeting, 1/2hr for follow up/review of notes, etc.)
  - C. Prepare meeting agendas, take attendance and notes with revisions as required.
  - D. Scoped bi-weekly meetings quantity is to be based on the anticipated project schedule, assuming 18 months overall (not including construction duration).

**DELIVERABLES:**

1. Monthly progress reports including schedule updates.
2. Summary of a recovery plan, dependencies, and project impacts.

3. Decision/actions/issue logs.
4. Contract schedule.
5. Meeting agendas, attendance, and notes.

### **TASK 200 – REVIEW OF EXISTING INFORMATION**

The Consultant shall:

1. Review existing documentation and visit the site to verify existing site conditions.
2. Prepare a site observation memorandum detailing the visit with photos.
  - A. The memorandum shall outline any conditions not concurrent with existing documentation and identify data that shall be necessary to be acquired for the project.
3. Prepare a site analysis summary (approximately 5-8 pages) documenting:
  - A. Existing elements of the site and surrounding context that would be pertinent to selection of preferred design alternatives and development of the design.
  - B. Anticipated tasks needed for completing design and documentation.

### **DELIVERABLES:**

1. Site analysis summary with the following outline:
  - A. Introduction and Purpose.
  - B. Summary of Existing Documents Reviewed.
  - C. Site Visit Notes.
  - D. Existing Site Analysis - Opportunities and Challenges.
  - E. Conflicts Identified (pertinent to design)- Site visit observations versus existing documentation.
  - F. Outstanding Information (also include how this missing information may impact design decisions unless/until resolved).
  - G. Proposed Next Steps.

### **ASSUMPTIONS:**

1. The City will provide electronic files of existing documentation.

### **TASK 300 – ALTERNATIVES ANALYSIS**

As part of the master planning process, a concept design was created and approved by the City. The Consultant shall utilize the Master Plan to develop a decision matrix of key decisions required for completion of the design and documentation.

Following Completion of Task 200, the Consultant shall:

1. Review the Master Plan and comments generated by City stakeholders and/or Project Team members.
2. Prepare and facilitate a meeting with the City to discuss the decision matrix and establish a plan for arriving at preferred design(s) for significant elements of the project that were not fully defined in the master plan including, but not limited to: the proposed shelter structure, the viewing mound, playground equipment and configuration, sport court layout and configuration, community garden layout and configuration.
3. Throughout the design phase deliverables, maintain the decision matrix and alternatives evaluation, to include:
  - A. Landscape Architecture – site programming and amenities.
  - B. Civil drainage, grading, and utilities.
  - C. Geotechnical and Environmental.

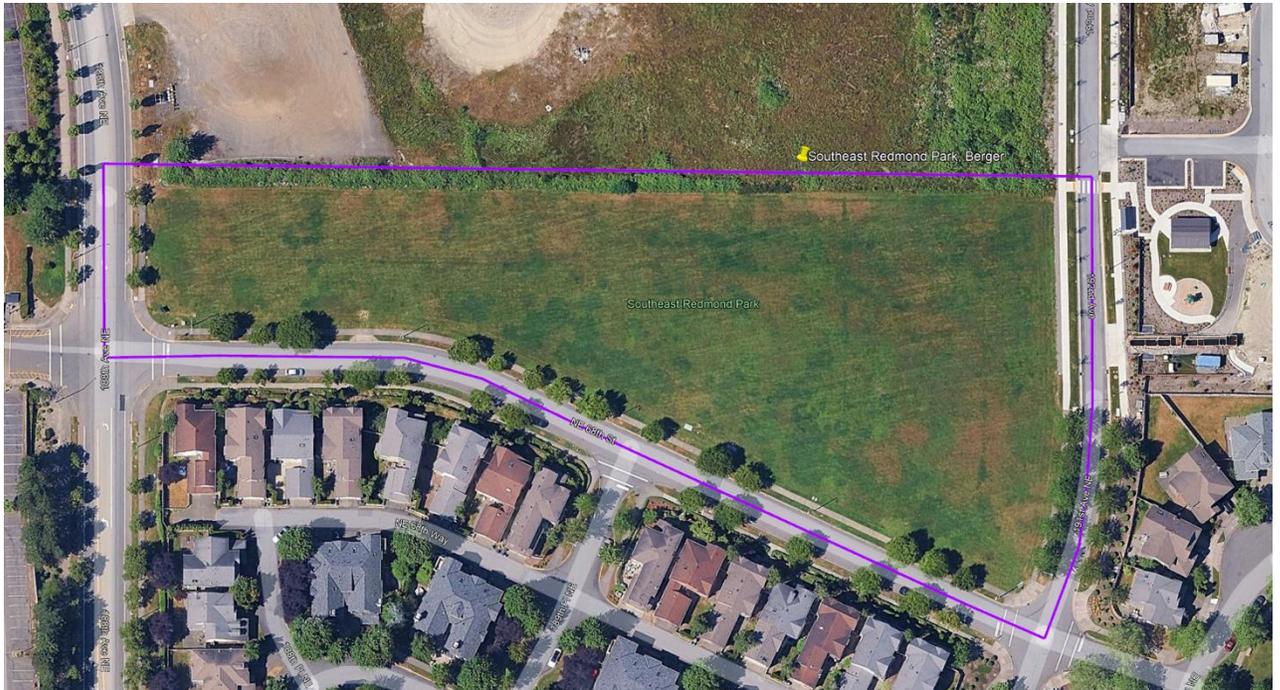
**DELIVERABLES:**

1. Design decision and alternatives analysis matrix.
2. Meeting notes and attendance.
3. Alternatives evaluation is anticipated to include up to 3 alternatives for decision items

**TASK 400 – PRELIMINARY DESIGN**

The Consultant shall:

1. Provide topographic Survey including base map, foliage, street frontage, critical areas, and other major topographical features. Include utility mapping including known City and utility franchises. Survey Extents to include (approximately):



2. Conduct geotechnical investigation and prepare Geotechnical Data Report (GDR) and Geotechnical Engineering Report (GER).
3. Develop the Preliminary design (30%) sufficient to document the project’s requirements and to establish a project baseline design schedule and budget. Preliminary design documents shall include:
  - A. Drawings of site plan with project location and plan index, elevations, and sections sufficient to indicate site conditions, the scope and character of the project, size, location, and relationships of the project components, including diagrammatic or schematic drawings of proposed civil, and landscape aspects of the project. Plans include:
    - 1) Title sheet, General Notes Sheet.
    - 2) Topographic Survey plans documenting existing conditions.
    - 3) Extents of Demolition and Removal.
    - 4) Preliminary site grading.
    - 5) Sidewalks, pathways, trail improvements, sports court plan, extents of paving/concrete and ADA ramp replacements.
    - 6) Stormwater plan including catch basins, stormwater flow control and treatment, conveyance, and low impact development (LID) measures.

- 7) Preliminary utility plan including existing water service revisions.
  - 8) Preliminary playground equipment layout.
  - 9) Preliminary community garden layout and design.
  - 10) Location of structures (walls, vaults, fences, etc.)
  - 11) Preliminary landscaping and irrigation plans.
  - 12) Tree Preservation Plan
  - 13) Preliminary cross sections and plan details, where needed to meet Site Plan Entitlement (SPE) Permit submittal requirements.
- B. Preliminary Stormwater Report per City Stormwater Technical Notebook requirements.
  - C. A preliminary cost estimate, projected to the mid-point of construction and based on appropriate unit costs of design elements.
    - 1) The estimate should include assumptions for the contractor's general conditions, overhead and profit factors, and any other applicable cost factors.
  - D. Coordinate the preliminary selection and placement of a vendor provided prefabricated shelter.
  - E. Provide traffic planning for site ingress/egress and parking study.
  - F. Provide Geotechnical Data and Reporting.
    - 1) Geotechnical consultant will complete a subsurface investigation, analysis, and reporting for the Southeast Redmond Park geotechnical study. Soft and loose, fill soil is expected to underlie the project site overlying gravelly native soils. Thus, a comprehensive subsurface investigation is proposed to determine the extent of poor soil and assess the variability and infiltration feasibility of soil conditions across the site.
    - 2) We propose three days of geotechnical field exploration with a lightweight track-mounted drill rig. The borings will be drilled to the depths necessary to identify native soils, borings with split spoon sampling to characterize the soil and subsurface conditions across the park. The samples collected during drilling will be evaluated. Laboratory testing will be performed to assess soil engineering properties, and a subsurface profile through the site will be developed.
    - 3) Geotechnical Information shall be provided in two documents for review and archiving (draft and final documents for each).
      1. Geotechnical Data Report (data from site investigations, borings, tests, etc.)
      2. Geotechnical Engineering Report (soils report with analysis and design recommendations). The analysis will include foundation/bearing recommendations for the structures (such as the proposed covered shelter), liquefaction assessment, infiltration assessment, and subgrade/backfill evaluation. The results of the analysis will be summarized within a draft and final geotechnical engineering report.
4. Prepare a Basis of Design report outline that gathers project technical details and assumptions by discipline.

**DELIVERABLES:**

1. Topographic Survey.
2. Geotechnical Data Report and Geotechnical Engineering Report.
3. Preliminary Design Documents.
  - A. Plans developed as part of this task will be submitted to the City for SPE review.
4. Public Outreach Support as required by the City.
5. Preliminary Schedule.
6. Preliminary Cost Estimate.
7. Traffic Study.
8. Preliminary Storm Drainage Report.
9. Geotechnical Data report and Engineering Report.
10. Basis of Design (BOD) report draft.

**ASSUMPTIONS:**

1. Park Lighting is not included in the scope, assume Park will be closed after dusk. No accommodation for power outlets or telecommunications will be provided.
2. Frontage improvements are limited to replacement of existing non-compliant ADA ramps.
3. Accommodations and utilities for restroom facilities are not included in the scope.
4. The presence of contamination at the site is unknown. If contamination is encountered during drilling, the costs associated with addressing the contamination will be considered extra services.

**TASK 500 – ENVIRONMENTAL COMPLIANCE AND PERMITTING SERVICES**

This task includes permit applications and applicable documents, with support from the City Project Manager, Consultant shall be responsible for submitting and responding to permit comments to support obtaining approvals necessary to construct the project.

The Consultant shall provide environmental compliance services, including:

1. Develop and maintain a permit tracking matrix for applicable submittals and anticipated review periods.
2. Coordinate permits and their requirements, prepare permit applications, attend permit meetings, and maintain permit documentation.
  - A. Take meeting notes and notate action items.
  - B. Potential anticipated permits include:
    - 1) Draft NPDES Permit (DOE Construction Stormwater Permit with SWPPP)
    - 2) Site Plan Entitlement Permit (SPE)
    - 3) Support City's SEPA review process
  - C. Permitting may be needed for prefabricated shelter structure(s). Vendor and/or contractor will address permitting for this scope of work. Vendor will provide preliminary documentation to support SPE review, if needed, through coordination with the design consultant and City.
  - D. Cultural Resources services to include site exploration (archaeological field survey), technical studies and memoranda, or other environmental services warranted by the project. Assume completion of approximately thirty shovel probes.

**DELIVERABLES:**

1. Permit tracking matrix.
2. Meeting notes and action items.
3. Permit applications and studies, technical memoranda, and supporting documentation.
4. Permit comment responses.
5. Cultural Resources Plan including a survey and report.

**ASSUMPTIONS:**

1. The City will pay for all necessary permits.
2. The City will act as a lead agency for the SEPA process and will coordinate final notification process.
3. An updated Wet Weather Permit will not be required for a second wet weather season.
4. Coordinated Civil Review (CCR) and Clear and Grade permits are not required.
5. Two rounds of comments and subsequent revisions per permit have been anticipated.
6. If standard detail/documentation provided by the vendor for the shelter is insufficient for SPE review, additional service may be required to prepare adequate SPE level documentation.

**TASK 600 – COMMUNITY INVOLVEMENT SERVICES**

The Consultant shall work with the City to support public engagement through design presentations and visual boards as directed. It is the intent for the Consultant to support the City on presentation content and delivery as needed. The Consultant shall provide community involvement services including:

1. Prepare materials for community meetings as requested by the City.
  - A. One update for City Council (presentation by City staff) following preliminary investigations.
  - B. Graphics and materials for inclusion in the Redmond Newsletter.
    - 1) Presentation boards and graphics shall be provided for two community meeting events at 30% design and 60% design.
    - 2) Public presentation material shall include diagrams, images, and/or illustrative renderings conveying project process, previous outreach results, and proposed design ideas.
    - 3) An illustrative site plan following Preliminary Design including graphics for a City Website and narrative for inclusion in a City Newsletter.
2. Prepare and participate in outreach events to discuss specific site elements.
  - A. Prepare site specific presentation materials and take notes (up to 2 events).

**DELIVERABLES:**

1. Up to three image boards depicting the project amenities.
2. Up to five graphics to support the City's need for presentation materials.
3. Attendance at 2 PTRC meetings.
4. Attendance at 2 community outreach events.

## **ASSUMPTIONS:**

1. The City will be the lead for all community involvement efforts, including contacts and discussions with stakeholders, meetings, flyers, informational newsletters, signage, engagement logistics, website updates, and all other public information.
2. Assume up to 2 Parks Trails and Recreation Commission (PTRC) meetings.
3. The City will be responsible for selecting and coordinating the reservation of spaces for all public meetings and outreach events as needed.
4. Between 30% and 60% design, Consultant will provide materials to the City to support targeted feedback for playground equipment.

## **TASK 700 – DESIGN DEVELOPMENT SERVICES (60% AND 90% DESIGN)**

The Consultant shall prepare design development documents that expand, elaborate, resolve, and describe the accepted Preliminary design solution. Design development documents shall reflect the revisions, developments, and City review comments that occurred during the preliminary design phase.

The Consultant shall:

1. Advance, prepare, and provide 60% design documents that include drawings to demonstrate site preparation and erosion control, site layout, civil design and utilities, stormwater drainage design, site furnishings, trail and path layout, landscape and restoration, and other applicable details and drawings to convey the 60% design to a level depicting details for permit applications.
2. Prepare and provide 60% draft specifications, cost estimate with estimated quantities updated for 60% deliverables, and updated BOD.
3. Prepare Stormwater Report to meet City's Storm Drainage Requirements, two rounds of comments and subsequent revisions are anticipated.
4. Prepare and attend a design review meeting with the City following City review to resolve questions on design and review comments provided by the City.
  - A. Take meeting notes.
  - B. Upon written consent from the City, proceed to 90% design.
5. Advance, prepare, and provide 90% design documents, draft specifications, cost estimate, construction schedule, and updated BOD and incorporate City review comments
6. Prepare and attend a design review meeting with the City to present the 90% design and review comments provided by the City for clarification
  - A. Take meeting notes.
  - B. Upon written consent from the City, proceed to final design/construction documents.
7. 60% and 90% plans are anticipated to include the following sheets.
  - A. Cover Sheet
  - B. General project information sheet(s)
  - C. Topographic Survey documenting existing conditions
  - D. Site Preparation and Demolition Plan
  - E. TESC (Temporary Erosion & Sedimentation Control Plan & Details (including rough grading)
  - F. Traffic Control during construction
  - G. Grading Plans (detailed grading)
  - H. Sidewalks, Trails and Frontage improvements – Plan, profile, cross sections for paving, ADA ramps
  - I. Stormwater Drainage and Utility Plans & Details
  - J. Layout Plan & Details - horizontal control of park and associated

- K. Landscape Planting Plan & Details
- L. Hardscape Materials & Furnishing Plans & Details
- M. Irrigation Plan & Details
- N. Vendor provided building plans & details for shelter
  - 1) The design team will coordinate with the shelter vendor to define the shelter design and coordinate the detailing with the park design. Vendor provided plans will be incorporated into the overall contract documentation for design review, bid and construction.
  - 2) The building permit for the shelter shall be coordinated and secured by the selected contractor after bidding.
- O. Playground equipment layout and details and Sport Court layout and details
- P. Community Garden Layout and details
- Q. Exhibits prepared during this Design Development:
  - 1) Draft Staging, Construction Access, and Laydown Areas
- 8. Prepare and provide 90% draft maintenance summary to outline maintenance tasks for specialty features (as directed by the City.)
  - A. The maintenance summary is anticipated to include:
    - 1) Recommendations on maintenance activities of park areas.
      - 1. General grounds maintenance
      - 2. Special stormwater features maintenance requirements (as applicable)
      - 3. Special landscape/feature area maintenance requirements (as applicable)

**DELIVERABLES:**

- 1. 60% Design plans and draft specifications.
- 2. 60% Construction cost estimate.
- 3. 60% BOD update.
- 4. Stormwater report.
- 5. 60% Meeting notes, attendance, and minutes.
- 6. 90% Design plans and draft specifications.
- 7. 90% Construction cost estimate.
- 8. 90% Construction schedule.
- 9. 90% BOD update.
- 10. 90% Maintenance summary.
- 11. 90% Meeting notes, attendance, and minutes.

**ASSUMPTIONS:**

- 1. Project Specifications will use City of Redmond Standard Specifications, supplemented with WSDOT's standard specifications as a basis with Special Provisions provided by the Consultant.
- 2. The City will take 3 weeks for review of 60% documents before providing consent to proceed to 90% design and provide compiled reviewer comments.
- 3. The City will take 3 weeks for review of 90% documents before providing consent to proceed to construction documents and provide compiled reviewer comments.
- 4. Detailed design and engineering of a custom shelter structure is not included in the project scope. If required, detailed design and engineering of a custom shelter structure as needed for construction and/or permitting shall be contracted directly by the City of Redmond with the shelter vendor

## **TASK 800 – CONSTRUCTION DOCUMENTS**

The contract documents shall be drafted concurrently with the permit review and finalized after permit issuance.

The Consultant shall:

1. Advance, prepare and provide contract documents for the accepted coordinated design solution in sufficient scope, extent, detail, and format for construction level documents. All contract documents shall reflect the revisions of developments which occurred during the design development phase, and incorporate City review comments. The contract documents shall include:
  - A. Construction drawings and specifications sufficient to:
    - 1) Support approval of necessary construction permits.
    - 2) Be constructable and complete the project.
  - B. Technical specifications using WSDOT specification format calling for terms and conditions (especially measurement and payment), materials, equipment, execution, workmanship, and finishes for the project.
  - C. Reports, appendices, calculations, schedules, and other technical information necessary to supplement and support contract documents for construction permits approvals. Appendices to be prepared shall include:
    - 1) Checklist of contractor submittals, organized by pre-construction and during construction, and post-construction/closeout.
    - 2) Checklist of inspections and material testing required during construction (e.g., geotechnical engineer inspections, material testing, special inspections).
2. Provide final version of the following documents/exhibits:
  - A. Construction schedule.
  - B. Construction Phasing, if needed.
  - C. Staging, Construction Access, and Laydown Areas.
3. Update BOD with final design developments.
4. Provide final maintenance summary.
5. Provide the final construction cost estimate, revised to reflect current costs as well as modifications and additions made during this task.
6. Examine and check completed contract documents to verify completeness, accuracy and continuity between the City provided General Requirements and Special Provisions and the drawings and specifications.
7. Upon review and direction from the City and procurement, revise and correct contract documents and resubmit for final review, one round of revision has been anticipated to incorporate final City review comments.
8. Review the City supplied documentation for coordination with the project design and requirements. Minor modifications have been anticipated as a result of this review exercise.

### **DELIVERABLES:**

1. Contract documents.
2. Construction schedule with estimated duration of construction activities.
3. Updated and Signed BOD.
4. Final maintenance summary.
5. Final construction cost estimate.
6. Final contract documents.

**ASSUMPTIONS:**

1. The documents will not be submitted to procurement to advance to the bid phase until they are complete and approved by the City.
2. Division 1 and Front End documents will be provided by the City, with review and comment by the Consultant.

**TASK 900 – BID SERVICES**

The Consultant shall:

1. Provide written technical input to respond to bidder questions received by the City.
2. Provide technical input which may include revised specifications or drawings for use in addenda. Revisions to the construction documents prepared by the design team are anticipated to be minor in nature.
3. Participate in and take meeting notes, action items at pre-bid.

**DELIVERABLES:**

1. Written response to bidder questions.
2. Revised documents for addenda, if needed.
3. Meeting notes, action items, and attendance.

**ASSUMPTIONS:**

1. The City will lead the bidding process including posting bid documents for bidders to access, receiving bid RFI's from bidders and transmitting them to the prime consultant for response, posting responses to bid RFI's to bidders, posting bid addendums to bidders, and receive bids.
2. Assume 1 addendum during bid period.

**TASK 1000 – SERVICES DURING CONSTRUCTION – NOT INCLUDED IN SCOPE. TO BE DETERMINED PRIOR TO BID**

The Consultant shall:

1. Provide Team Direction and Management through Construction and Closeout.
2. Meetings: Attend meetings with the City, Consultant team, and contractor. Assume weekly construction coordination meeting during Construction Phase.
3. Engineering Services during Construction.
  - A. Submittal Review: Perform submittal reviews from the Contractors for conformance with the contract documents.
  - B. RFI Review: Prepare technical responses to Contractor RFIs as directed by the City.
  - C. Change Order Review: Provide change order review assistance as directed by the City.
  - D. Summary of geotechnical conditions during construction: Inspect geotechnical conditions during construction and conduct supplemental geotechnical testing if needed.
  - E. Field visits to observe construction is generally in conformance with Contract Documents.
  - F. Final Acceptance Inspection: Provide technical services for final construction acceptance inspections directed by the City.
    - 1) Punch walk: Consultant will perform site visit to observe completed construction and identify any items requiring contractor remedy prior to final acceptance.
    - 2) Back punch walk will be performed to observe remedied conditions.

**DELIVERABLES:**

1. Submittal review documentation.
2. RFI review documentation
3. Change order review comments.
4. Punch walk site observation reports by discipline

**TASK 1100 – CONSTRUCTION AND CLOSEOUT DOCUMENTATION – NOT INCLUDED IN SCOPE. TO BE DETERMINED AFTER FINAL DESIGN**

The Consultant shall:

1. Perform review of contractor’s construction record documents, red-lines, operations and maintenance manuals, warranty documentation, and other construction documentation for conformance with the contract documents and City of Redmond CIP Project Submittal Process (approved 4/21/2025).

**DELIVERABLES:**

1. Provide record drawings to the City.
2. Provide Completed “Digital Submittal Checklist”.
3. One full size record drawing plan set in PDF format.

**TASK 1200 – MANAGEMENT RESERVE**

The Consultant may provide services which are unplanned, urgent, and/or critical to maintaining the project schedule and progress of the work. The work of this task must be specifically scoped, agreed to, and authorized in writing by the City prior to performing the work. Work areas may include but not be limited to:

1. Provide documentation for changes.
2. Provide graphics for project signage (as directed by the City)
  - 1) A Park sign
  - 2) An RCO sign (may be incorporated into the park sign)
  - 3) Educational Sign
3. City of Redmond Eco Score Requirements, if required.
4. Develop additional design drawings, concepts, specifications, or analysis.
5. Provide additional surveying, geotechnical, structural, electrical, or other field work.
6. Attend additional meetings and answer questions.
7. Prepare draft responses to project inquiries from the public, City or the City, and stakeholders.
8. Right-of-Way Permit for off-site utility pothole explorations.
9. On-site lighting.
10. Revised Wet Weather Permit.
11. Additional Structural components (if required and authorized by the City)
  - 1) Shelter Foundations
  - 2) Stormwater Detention Vault
  - 3) Light Pole Foundations

**END OF SCOPE**

**Exhibit B**  
**DBE Participation Plan**

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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.

# **Exhibit C**

## **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

See full details in Exhibit A

Standard: City of Redmond Datum Control, State Plan Coordinate System  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A

Standard: City of Redmond  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A

Standard: Consultant Drafting Standards  
Format: Basemap in CAD/Civil3D 2013 or higher  
Transmission: 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 furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A

III. Methods to Electronically Exchange Data

City  
Masterworks

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 attached

**Exhibit D**

**Consultant Fee Determination**

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Consultant: KPFF Consulting Engineers

**NEGOTIATED HOURLY RATES**

Classification	Hours	DSC	Overhead		Fee		Total Hourly Rate	Total	
			157.97%		(Profit) 25%				
Principal	466	\$ 98.88	\$156.20		\$24.72		\$279.801	\$130,387.14	
Project Coordinator	234	\$ 44.44	\$70.20		\$11.11		\$125.752	\$29,425.94	
Associate	260	\$ 89.84	\$141.92		\$22.46		\$254.220	\$66,097.26	
Project Engineer	586	\$ 56.60	\$89.41		\$14.15		\$160.161	\$93,854.36	
Design Engineer - Civil	562	\$ 46.88	\$74.06		\$11.72		\$132.656	\$74,552.86	
Design Engineer - Structural	52	\$ 55.54	\$87.74		\$13.89		\$157.162	\$8,172.40	
Senior Structural Engineer	32	\$ 89.84	\$141.92		\$22.46		\$254.220	\$8,135.05	
Senior CAD Technician	344	\$ 62.90	\$99.36		\$15.73		\$177.988	\$61,227.92	
<b>Total Hours</b>							2,536	<b>Subtotal:</b>	\$471,853
<b>REIMBURSABLES</b>									
Mileage								\$500	
Reproduction (copies, plots, etc.)								\$250	
Miscellaneous								\$100	
<b>Subtotal:</b>								\$850	
<b>SUBCONSULTANT COSTS (See Exhibit E)</b>									
Berger Partnership								\$341,822	
DCW								\$24,450	
Shannon & Wilson								\$74,692	
True North								\$32,506	
AQUA TERRA								\$14,041	
TenW								\$17,130	
Design TWO FOUR TWO SIX								\$16,000	
Reyes								\$6,640	
<b>Subtotal:</b>								\$527,281	

**Total:** \$999,984

**Management Reserve:** 100,016

**GRAND TOTAL:** \$1,100,000

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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If no sub-consultant participation listed 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.

See Exhibit E and E1-E7 attached

## EXHIBIT E

### Subcontracted Work

Project Name: SE Redmond Park Design and Construction Support  
Project Number: 2606  
Consultant: KPFF Consulting Engineers

The City permits subcontracts for the following portions of work of the Agreement:

<b>Subconsultant</b>	<b>Work Description</b>	<b>Amount</b>
Berger Partnership	Landscape	\$341,822
DCW	Cost Estimating	\$24,450
Shannon & Wilson	Geotech	\$74,692
True North	Survey	\$32,506
AQUA TERRA	Archeological	\$14,041
TenW	Traffic	\$17,130
Design TWO FOUR TWO SIX	Irrigation	\$16,000
Reyes	Electrical	\$6,640
	<b>Total:</b>	<b>\$527,281</b>

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Berger Partnership**  
 Work Description: **Landscape**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 197%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	106	\$ 76.92	\$151.46	\$19.23	\$247.61	\$26,247
Associate	716	\$ 57.69	\$113.60	\$14.42	\$185.71	\$132,968
Project Manager	433	\$ 42.55	\$83.79	\$10.64	\$136.97	\$59,309
Landscape Designer	1,044	\$ 32.36	\$63.72	\$8.09	\$104.17	\$108,754
Design Lead / QC	56	\$ 57.75	\$113.72	\$14.44	\$185.90	\$10,411
Administration	20	\$ 37.02	\$72.90	\$9.26	\$119.17	\$2,383
<b>Total Hours</b>						<b>2,375</b>
<b>Subtotal:</b>						<b>\$340,072</b>
<b>REIMBURSABLES</b>						
Mileage						\$500
Reproduction (copies, plots, etc.)						\$750
Miscellaneous						\$500
<b>Subtotal:</b>						<b>\$1,750</b>
<b>SUBCONSULTANT COSTS</b>						
<b>Subtotal:</b>						

**Total: \$341,822**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **DCW**  
 Work Description: **Cost Estimating**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Managing Director	8	\$ 210.00			\$210	\$1,680
Sr. Project Manager	18	\$ 195.00			\$195	\$3,510
Sr. Associate	26	\$ 185.00			\$185	\$4,810
Cost Consultant	76	\$ 175.00			\$175	\$13,300
QC Administration	8	\$ 125.00			\$125	\$1,000
<b>Total Hours</b>		136			<b>Subtotal:</b>	<b>\$24,300</b>
<b>REIMBURSABLES</b>						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$150
					<b>Subtotal:</b>	<b>\$150</b>
<b>SUBCONSULTANT COSTS</b>						
					<b>Subtotal:</b>	

**Total: \$24,450**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Shannon & Wilson**  
 Work Description: **Geotech**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Vice President	54	\$ 282.01			\$282	\$15,229
Engineer III	274	\$ 132.17			\$132	\$36,215
CADD Technician	12	\$ 120.82			\$121	\$1,450
Administration	24	\$ 99.77			\$100	\$2,394
<b>Total Hours</b>						364
					<b>Subtotal:</b>	\$55,287
<b>REIMBURSABLES</b>						
Lab Testing						\$1,000
Drilling						\$18,205
Mileage & Tolls						\$200
					<b>Subtotal:</b>	\$19,405
<b>SUBCONSULTANT COSTS</b>						
						<b>Subtotal:</b>

**Total:** \$74,692

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **True North**  
 Work Description: **Survey**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	4	\$ 230.00			\$230	\$920
Project Surveyor	18	\$ 192.00			\$192	\$3,456
Cadd Technician	56	\$ 160.00			\$160	\$8,960
Crew Chief	56	\$ 156.60			\$157	\$8,770
Instrument Person	56	\$ 113.40			\$113	\$6,350
GPS Person		\$ 210.00			\$210	
Office Manager	3	\$ 175.00			\$175	\$525
Administration	5	\$ 110.00			\$110.00	\$550
<b>Total Hours</b>						<b>198</b>
					<b>Subtotal:</b>	<b>\$29,531</b>
<b>REIMBURSABLES</b>						
Mileage						\$420
Locates						\$2,000
Miscellaneous						\$131
Recording Fees						\$424
					<b>Subtotal:</b>	<b>\$2,975</b>
<b>SUBCONSULTANT COSTS</b>						
						<b>Subtotal:</b>

**Total: \$32,506**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **AQUA TERRA**  
 Work Description: **Archeological**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Project Manger	24	\$ 212.76			\$212.76	\$5,106.24
Sr. Archeologist	10	\$ 200.59			\$200.59	\$2,005.90
Team Lead	8	\$ 133.73			\$133.73	\$1,069.84
Archeologist	34	\$ 76.44			\$76.44	\$2,598.96
CR Specialist	44	\$ 69.54			\$69.54	\$3,059.76
<b>Total Hours</b>		120			<b>Subtotal:</b>	<b>\$13,840.70</b>
<b>REIMBURSABLES</b>						
Mileage						\$200
Reproduction (copies, plots, etc.)						
Miscellaneous						
					<b>Subtotal:</b>	<b>\$200</b>
<b>SUBCONSULTANT COSTS</b>						
					<b>Subtotal:</b>	

**Total: \$14,040.70**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **TenW**  
 Work Description: **Traffic**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Principal	6	\$ 250.00			\$250	\$1,500
Sr. Project Manager	32	\$ 190.00			\$190	\$6,080
Engineer 1	60	\$ 150.00			\$150	\$9,000
Administration	4	\$ 100.00			\$100	\$400
<b>Total Hours</b>						<b>102</b>
					<b>Subtotal:</b>	<b>\$16,980</b>
<b>REIMBURSABLES</b>						
Mileage						\$150
Reproduction (copies, plots, etc.)						
Miscellaneous						
					<b>Subtotal:</b>	<b>\$150</b>
<b>SUBCONSULTANT COSTS</b>						
						<b>Subtotal:</b>

**Total: \$17,130**

## Exhibit E

### Consultant Fee Determination

Project Name: SE Redmond Park Design and Construction Support  
 Project Number: 2606  
 Subconsultant: **Design TWO FOUR TWO SIX**  
 Work Description: **Irrigation**

#### NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead	Fee (Profit)	Total Hourly Rate	Total
Sr. Irrigation Designer	25	\$ 175.00			\$175.00	\$4,375.00
Irrigation Designer	93	\$ 125.00			\$125.00	\$11,625.00
<b>Total Hours</b>						<b>118</b>
					<b>Subtotal:</b>	<b>\$16,000</b>

#### REIMBURSABLES

Mileage	
Reproduction (copies, plots, etc.)	
Miscellaneous	
<b>Subtotal:</b>	

#### SUBCONSULTANT COSTS

<b>Subtotal:</b>	

**Total: \$16,000**

# **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, (*Federal Highway 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 Washington State Department of Transportation 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 Washington State Department of Transportation 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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**

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## 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:

Mayor or Mayor Designee

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)

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Signature (Authorized Official of Consultant)

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Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ \_\_\_\_\_.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

- Include all costs, fee increase, premiums.
  - This cost shall not be billed against an FHWA funded project.
  - For final contracts, include this exhibit
-

# **Exhibit I**

## **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.

# *Exhibit J*

## **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