

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:

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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 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:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			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).

- 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

Project No.

[See attached Scope of Services](#)

EXHIBIT A

CITY OF REDMOND NE 40th Street Shared Use Path from 163rd Avenue NE to 172nd Avenue NE

Scope of Services

Prepared by:

**David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007**

July 18, 2025

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Task 1.0 Project Description, Design Criteria, and Project Assumptions

1.1 Project Description

The City of Redmond (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for the NE 40th Street Shared Use Path project (PROJECT) on the south side of NE 40th Street between 163rd Avenue NE and 172nd Avenue NE and pavement restoration of NE 40th Street between 156th Avenue NE and 172nd Avenue NE. The improvements will include a new shared use path (typically 12 feet wide), intersection modifications, drainage, traffic signal modifications, and pavement grind and overlay.

Services include project management, surveying, utility coordination, environmental/permitting/SEPA documentation, geotechnical, stakeholder coordination, right of way services, preliminary / final design, PS&E document preparation, and support during bid advertisement. Optional services may include additional investigation to support project development, construction engineering support, construction management, inspection support, and record drawings preparation.

This project is funded by Community Facility District and impact fees.

A voluntary Small Business Enterprises (SBE) goal of ten (10) percent is encouraged.

For purposes of this agreement, the term CONSULTANT refers to the collective efforts of the following firms:

Firm Name	SBE Certified
David Evans and Associates, Inc. (DEA)	No
HWA Geosciences (HWA)	Yes
ProgramX (PRX)	No
Toole Design Group (TDG)	No
Urban Forestry Services Bartlett Consulting (UFC BC)	No

DEA shall be the prime consultant, with other firms listed above contracted to DEA as subconsultants.

Contingency tasks are shown in italics throughout this Scope and unanticipated tasks are discussed in the Optional Services Task. Budgets for *contingency items* are not included at this time. Both *Contingency* and Optional Services shall be pre-authorized and will be funded out of the Contingency or unused tasks.

1.2 Design Criteria

The design and plans, specifications, and estimate (PS&E) will be based on the requirements of the City of Redmond Public Works Standards and WSDOT LAG Manual. Project specifications will be based on the most current WSDOT Standard Specifications and the City of Redmond's General Special Provisions.

1.3 Project Understanding

The NE 40th Street Shared Use Path (163rd Avenue NE to 172nd Avenue NE) project, hereinafter referred to as the PROJECT, currently consists of the following features:

- Build a shared use path on the south side of NE 40th Street from 163rd Avenue NE to 172nd Avenue NE. The general layout is anticipated to be a four-foot buffer and 10-foot shared use path.
- Upgrade ADA crossings to accommodate the shared use path) at the following NE 40th Street intersections: 163rd Avenue NE (southeast and northeast quadrants), NE 37th Street (southwest and southeast quadrants), and 172nd Avenue NE (southwest quadrant).
- Evaluate the potential pedestrian bridge over Count Creek.
- Evaluate a potential mid block pedestrian NE 40th Street crossing near 166th Avenue NE intersection.
- Revise the existing roadway illumination between 163rd Avenue NE and Bel-Red Road as needed.
- Install a new drainage system as needed for the shared use path.
- Hot Mix Asphalt (HMA) grind and overlay of NE 40th Street from 156th Avenue NE to 172nd Avenue NE. NE 40th Street pavement areas that were recently built will not be included.
- Surveying of existing topography.
- Coordination with utility providers and King County Metro.
- Modify the existing roadway drainage system as needed due to curb and gutter relocation between 163rd Avenue NE and Bel-Red Road.
- Make appropriate traffic signal modifications at 159th Avenue NE and 163rd Avenue NE.
- Preparation of environmental documentation and permit applications.
- Real property services for temporary construction easements.
- Provide graphics and exhibits for public outreach.

1.4 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Provides templates for items such as invoices.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.
- Provide all property title reports.

1.5 Project Assumptions

- The PROJECT is composed of two separate Redmond projects: NE 40th Street Shared Use Path and NE 40th Street Pavement Restoration. The CONSULTANT will create two separate bid schedules for construction contract bid proposal documents.

- All drawings will be prepared in AutoCAD Civil3D 2025 format, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans. Drawings shall conform to City of Redmond's record drawing submittal standards.
- Specifications will follow WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project design duration is assumed to be 18 months.
- Existing roadway illumination system is owned and operated by Puget Sound Energy (PSE). New roadway illumination will be owned and operated by the City of Redmond.
- All deliverables will be electronic PDF files unless otherwise noted.

Task 2.0 Project Management and Quality Control

2.1 Project Management

Direction of the CONSULTANT (DEA) staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month, including any critical path tasks and any items impacting contract scope, schedule, and / or budget.

The CONSULTANT (DEA) shall perform periodic monitoring of the consultant's design budget and schedule over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT (DEA) will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

The CONSULTANT (DEA) will use the CITY's SharePoint site for the project. The CONSULTANT (DEA) will use the City's templates, for example for invoices.

2.2 Subconsultant Coordination

The CONSULTANT (DEA) shall provide directions to the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3 Develop Project Schedule

The CONSULTANT (DEA) and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities, using the CITY's draft schedule. The schedule shall be prepared to reflect an 18-month design completion of the project. The schedule shall be arranged to meet key target dates including the bid period and overall anticipated construction time. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates.

2.4 Monthly Invoices/Progress Reports

Monthly invoices using City template will be prepared by the CONSULTANT (DEA) per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

As part of the monthly invoice, the CONSULTANT (DEA) shall include a UDBE tracking table.

Deliverables:

- Monthly Invoices and Progress Reports (18 total).

2.5 Project Kick-off Meeting and Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT (DEA and subconsultants) will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule and risks, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT (DEA) shall prepare for, attend/conduct, and document up to 37 meetings/phone calls, including the kick-off meeting, with CLIENT staff. Meetings/phone calls will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend/conduct two meetings every month with the CLIENT's project manager for the duration of the project. The meetings will be virtual via Teams. As needed, regular phone calls and email communication will be made with the CLIENT's project manager.

Meetings:

Meeting	Number
Kick-off Meeting with CITY and CONSULTANT Staff	1 (Minutes to be prepared by CONSULTANT).
Progress meetings with City and CONSULTANT	37 (Assumes bi-weekly meeting for 72 weeks) Minutes to be prepared by CONSULTANT

Assumptions:

- CONSULTANT shall prepare agenda and minutes for each meeting.

Deliverables:

- Progress Meeting Minutes (38 total).

2.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review

of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7 Change Management

Project Managers from the CLIENT and the CONSULTANT (DEA) are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT (DEA) shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 3.0 Survey

3.1 Data Collection

The CONSULTANT (DEA) has performed a survey adjacent to the PROJECT site and will recover and utilize monuments previously surveyed that control the site when possible. The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CITY and respective utility agencies for inclusion in the mapping.

3.2 Horizontal and Vertical Control Network

The CONSULTANT (DEA) shall establish local horizontal and vertical control points throughout the corridor for the purpose of performing surveying services, and they shall be based upon the Horizontal and Vertical Control Point Network established by Redmond or as otherwise specified by the CLIENT.

The CONSULTANT (DEA) shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Control points will be shown on the topographic base map deliverable noted under Task 3.3 below, and a listing of the control points ID, northing, easting, elevation, and material make-up description.

3.3 Establish Road Centerline Alignments and Right-of-Ways for Corridor (Base Map)

The CONSULTANT (DEA) shall establish the existing centerlines and right-of-way within the corridor limits for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. The CONSULTANT will plot relevant easements and calculate property boundaries for up to three (3) title reports. No additional

Meetings:

- Assumptions:**

- Deliverables:**

- ### 3.4 Topographic Survey

- NE 40th Street from 163rd Avenue NE to 172nd Avenue NE:
 - Northern limit: Curb line on north side of NE 40th Street, except for areas listed below.
 - Southern limit: Approximately 25 feet south of existing curb line on south side of NE 40th Street.
 - Western limit: Approximately 20 feet west of existing curb line on the east side of 156th Avenue NE.
 - Eastern limit: Approximately 40 feet east of 163rd Avenue NE intersection.

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- Scope of Services
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- The CONSULTANT shall survey the following areas:
 - New pavement overlay boundaries.
 - Curb return line works in southwest corners of 159th Avenue NE and 163rd Avenue NE intersections.
 - NE 40th Street Channelization markings between 159th Avenue NE and 163rd Avenue NE.

The final design topographic base will be prepared primarily with standard ground surveying equipment and methodology. The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-ways and road centerlines, property lines, driveways, parking areas, limits and type of paving, fences, structures, sidewalks, above-ground utilities and associated overhead lines, traffic signals, street signs, channelization, landscape areas, and significant trees.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

Assumptions for the PROJECT include the following:

- Utilities locates will not be performed between 156th Avenue NE and 163rd Avenue NE.
- Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83/91, and Vertical = NAVD-88.
- Drafting and CAD standards will be based on CONSULTANT's in-house standards.

Deliverables:

- Site mapping prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD Civil3D 2025 using CONSULTANT drafting standards.
- AutoCAD Civil3D 2025 electronic drawing file.

3.5 Future Survey Needs

This work element is to establish a budget for future survey needs that are identified during project development. For budgetary purposes, the CONSULTANT has included up to an additional 5 days or 40 hours of 2-person survey crew and 40 hours of survey office technician to process and update the existing basemap AutoCAD file. The 5-days shall be used at the discretion of the CITY or CONSULTANT project team.

3.6 Underground Utilities

The CONSULTANT (DEA) will contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The limits of utility locates are as follows:

- Approximately 20 feet west of existing curb line on the east side of 163rd Avenue NE and NE 40th Street intersection.
- Between 163rd Avenue NE and 172nd Avenue NE, the northern limit is the north side curb line of NE 40th Street and the southern limit is approximately 25 feet south of existing curb line on south side of NE 40th Street.
- Entire intersection of 172nd Avenue NE and NE 40th Street.

Storm drain structures will be opened to determine pipe type, size, depth, and connection invert elevations. Sanitary sewer will be plotted based on the surveyed location of manholes together with system maps to determine pipe size and connection invert elevations. The CONSULTANT will coordinate with a private utility locate vendor to arrange to have the locations of existing utilities surface marked and will request utility as-builts for the areas where improvements are planned. For areas outside the right of way, the CONSULTANT will work with the CITY to obtain private utility information. The CONSULTANT shall survey the locations of the painted utility locates and incorporate the lines into the base mapping.

Task 4.0 Environmental Documentation

The purpose of this task is to determine the environmental impacts associated with the NE 40th Street Shared Use Path project and prepare the applicable environmental compliance documentation and permit applications for the project. Environmental documents will be developed in a manner that satisfies regulatory requirements.

4.1 Environmental Technical Reports

The CONSULTANT (DEA and HWA) shall prepare Technical Reports (TRs) to support the SEPA documentation and permits.

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY. The intent is to develop communication, confirm the approach, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Meetings:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.

4.1.1 Geology and Soils Technical Report

Geotechnical Investigation (30%)

The CONSULTANT (HWA) shall assess the existing geological and geotechnical conditions within the project limits and prepare a geology and soil technical report that provides preliminary geotechnical conclusions and recommendations report for the preferred alternative. The specific tasks to be conducted for the technical report are as follows.

- Collect and review readily available geologic, soils, and topographic data for the project's alignment to aid in characterizing the affected environment. Data to be reviewed may include, but not be limited to, aerial photographs, published geologic maps, GIS database layers, topographic maps, geologic hazard maps, as-built plans, and previous geotechnical studies completed along the project's alignment. The CITY shall provide copies of documents they may have on file, such as soils and foundation reports and as-built drawings of the current alignment.
- Perform a visual geologic site reconnaissance to field truth the conditions interpreted from the review of existing information as they relate to the critical design elements. The CONSULTANT (HWA) shall assess areas of suspected soft ground conditions, steep slopes, likely retaining walls and possible pedestrian bridge locations, and site access points for future explorations.
- Participate in design alternatives phase using preliminary reconnaissance to suggest alignments that will minimize walls.
- Conduct a site exploration program consisting of up to 8 hand-auger borings (approved by the CITY and within easement areas) augmented with dynamic cone penetrometer testing.

Field work is anticipated to require approximately 1.5 to 2 days of time on site. Proposed exploration locations will be selected based on the path alignment alternatives and be provided in a Site Exploration Plan for review and approval by the CITY prior to conducting the hand auger borings. Preparation for hand auger borings will include performing up to two site visits to mark and check the locations of the proposed hand auger borings for the presence of utilities. Following completion of the explorations, summary boring logs will be prepared, and laboratory testing will be assigned.

- From review of existing data and completed shallow hand auger explorations, evaluate:
 - Feasible retaining wall types and providing preliminary design parameters for the best alternatives (where adequate data is available to estimate preliminary design parameters).
 - Preliminary assessment of signal pole and luminaire foundation design
 - Provide recommendations for additional explorations that may be needed for design of the proposed improvements.
 - Assess site for areas of groundwater seepage and determine if mitigation methods are required for diverting seepage to the storm drain system.
- Prepare a draft geology and soils technical report (TR) summarizing the results of the preliminary geotechnical investigation for review and comment by the CITY.
- Respond to comments and prepare a final TR.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- No traffic control plans are needed for hand auger borings.
- No machine drilled borings are included for this phase.
- Prior to performing geotechnical work, the CITY will review and approve the exploration locations.
- Permits/Right-of-Entries for site explorations will be provided at no cost to HWA.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services.
- All holes will be backfilled and the surface restored.
- Hand auger borings will be conducted outside of paved areas, and no restoration of pavement is needed.
- One round of review of the technical report will be required.
- No ground water monitoring wells will be installed for this phase.
- Infiltration will not be used as part of the stormwater management plan.

Deliverables:

- Site plan with hand auger boring locations.
- One Draft Geology and Soils TR.
- One Final Geology and Soils TR.

4.1.2 Critical Areas Report

The CONSULTANT (DEA) shall prepare a Critical Areas Report (CAR) addressing fish and wildlife habitat conservation areas, wetlands, geologic hazard areas, frequently flooded areas, and critical aquifer recharge areas in the action area.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- One round of review will be required.

Deliverables:

- Draft CAR.
- Final CAR.

4.2 SEPA Environmental Documentation

4.2.1 Compliance with Governor's Executive Order 21-02

The CONSULTANT shall prepare an EZ-1 Project Review Form and submit it to the Washington Department of Archaeology and Historic Preservation to comply with EO 21-02. The information in the determination letter from DAHP will be used in the SEPA checklist.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- One round of review will be required.
- The determination from DAHP will be no adverse effect on cultural/historic resources.

Deliverables:

- Draft EZ-1 form.
- Final EZ-1 form.

4.2.2 Environmental Checklist

The CONSULTANT shall prepare an environmental checklist to comply with SEPA.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will be the SEPA Lead Agency.
- Up to two rounds of CITY review may be required.
- A Mitigated Determination of Non-Significance (MDNS) will be issued for the PROJECT by the CITY.

Deliverables:

- Draft SEPA Checklist.
- Final SEPA Checklist.

4.3 Environmental Permitting

4.3.1 WDFW Hydraulic Project Approval (HPA)

The project will involve work over a stream triggering the need for an HPA permit. The CONSULTANT shall apply for the permit through WDFW's simplified application procedure (not using the JARPA form).

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Online permit application.

4.3.2 Redmond Permits

The CONSULTANT shall prepare and submit the following permit applications to go along with the SEPA documentation:

- General Application Form
- General SEPA Form
- NPDES Permit (See 4.3.3)
- Right-of-Way Permit

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- A Clear and Grade Permit will not be required.

Deliverables:

- Completed permit applications.

4.3.3 NPDES Permit and SWPPP

An NPDES Stormwater Construction General Permit will be required for disturbance of over one acre during construction. The CONSULTANT shall prepare the Notice of Intent (NOI) form, the public notice, and supporting documentation for submittal to Redmond, including plan sheets and associated notes and text. The CITY shall publish the public notice twice in a local newspaper, seven (7) days apart, consistent with the NPDES permit requirements. The CITY will transfer the Stormwater Construction General Permit to the Contractor when construction begins. The CONSULTANT will follow the City's stormwater requirements and prepare memorandums and stormwater calculations for permits, administrative modification, and/or project files. Stormwater calculations and memorandum work are included in Task 12.0.

The CONSULTANT shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Redmond's current Stormwater Management Manual. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CONTRACTOR will use the SWPPP as the basis for their SWPPP submittal.

Deliverables:

- Notice of Intent Application.
- NPDES Public Notice.
- TESC Plan.
- SWPPP.

Task 5.0 Tree Evaluation

The CONSULTANT (UFC|BC) shall perform an evaluation and analysis of the trees along the south side of NE 40th Street from 163rd Avenue NE to 172nd Avenue NE. The limits of the tree evaluation will be from back of curb line to approximately 25 feet south of curb line. Full parcels tree survey is not included in this scope of services.

5.1 Tree Documentation

The CONSULTANT (UFC|BC) shall perform the following:

- Schedule a site visit by a Tree Risk Assessment Qualified arborist within 60 days of a signed proposal to assess the following tree(s):
 - Trees with a trunk diameter (DSH/DBH measured at 54 inches) greater than 6 inches located within or directly adjacent to a 25-foot buffer south of the sidewalk curb line along the south side of NE 40th Street from 163rd Avenue NE to 172nd Avenue NE.
- Perform a tree inventory in the specified area(s) up to, but not exceeding, a quantity of 120 trees or upon completion of the specified area(s). Exceptions include specific areas where groups of trees may be considered as one. Inventoried trees will be physically tagged with/assigned a corresponding ID number that will be referenced on maps and within the final deliverable(s).
- Trees to be inventoried shall be assessed and identified by using Level 1 limited visual assessment* methods from any accessible aspect available to us at the time of our fieldwork to identify observable tree parts with the following:
 - Probable or imminent likelihood of failure, and
 - Moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed.
- Trees with an assessed probable or imminent likelihood of failure and a moderate or high likelihood of impact to any potential persons, property, or activities if the tree part failed, shall be:
 - Documented in the inventory and assessment dataset, and
 - Recommended for removal or other risk mitigation (if warranted), or
 - Recommended for a higher level of assessment (i.e., ISA Level 2 Basic Assessment)
- Evaluate potential project impacts on trees and provide general tree protection and management recommendations in the final deliverables.
 - Work with the design team to develop specific tree protection measures once designs begin to be defined.
 - This will include how the work can be accomplished within the driplines of trees.
 - Propose generic tree pruning measures (if warranted) for the trees slated for retention to promote their long-term viability.
- Provide one (1) draft and one (1) final Arborist Report that will present the findings and recommendations of the inventory and tree risk assessment. The report will include:
 - a. A summary of procedures used during the inventory.

- b. A site plan/map of tree locations.
- c. Tree descriptions including:
 - i. ID number
 - ii. Species
 - iii. Trunk diameter (measured at 54 inches)
 - iv. Condition class (good, fair, poor, poor, poor, dead)
 - v. Estimated height class (large, medium, small)
 - vi. Estimated canopy radius (dripline) (+/- 5 feet)
 - vii. Significant and non-significant designation
 - viii. Viable and non-viable designation
 - ix. Anticipated root zone infringement (<25%, 25-50%, 51-75%, >75%)
 - x. Tree work recommendations such as pruning, removal, structural support installation, and/or lightning protection system installation.
 - xi. Required replacement/mitigation ratio for tree removal.
 - Summary table of removals and replacements for the option(s) presented.
 - Discussion of whether on-site replacement is possible and recommended locations for replacements.
- d. Tree risk reporting including:
 - i. Tree selection criteria and tree risk assessment methodology used.
 - ii. Specific risk targets considered.
 - iii. Likelihood of failure and likelihood of impact
 - iv. Risk mitigation options, such as but not limited to pruning, removal, or structural support installation.
 - v. Recommendations for Level 2 Basic and Level 3 advanced assessments (if warranted).
 - vi. Estimated residual risk after completion of the recommended mitigation.
 - vii. Definitions of unique terms used in tree risk assessment.
 - viii. Recommended reassessment interval.
- Provide permitting support.
 - Assist the project team by filling out permit forms.
 - Produce tables that help determine tree impacts and mitigation requirements to help the team with information in determining mitigation measures to be used and where replacement trees can/will be planted.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Trees located on private properties will require Rights of Entry (ROE) to access the trees to tag the trees, take measurements and visually evaluate. ROE will be provided by others prior to our fieldwork.
- The Tree Report can then be utilized to develop the Tree Retention & Protection Plan, any tree removal permits, and mitigation as required by the City of Redmond.

- Risk assessment will follow methods defined in the International Society of Arboriculture (ISA) Best Management Practices for Tree Risk Assessment and ANSI A300 Tree Risk Assessment Standard
- City tree evaluation and permit forms will be filled out. Tables will be created that help determine tree impacts and mitigation requirements. This information will assist the team in determining mitigation measures to be used and where replacement trees will be planted.

Deliverables:

- Draft Tree Evaluation Report.
- Final Tree Evaluation Report.
- Tree Preservation Plan Exhibit.

5.2 Arborist Site Walk with Design Team

The CONSULTANT (UFC|BC) shall attend a site visit with the design team and CITY to evaluate potential tree impacts and provide recommendations to mitigate or avoid tree impacts. The duration of the site visit is assumed to be 4 hours long.

Task 6.0 Alternatives Analysis (10% Design)

6.1 Project Site Visits (3 Total)

The CONSULTANT (DEA) shall conduct three (3) site visits during the Alternatives Analysis to become familiar with the site. CLIENT staff shall be present at the site visits, if requested.

6.2 Alternatives Analysis/Alternatives Analysis Summary Document (10% Design)

An Alternatives Analysis Summary document, conceptual design alternatives for shared use path alignments/cross-sections, reconfiguration of NE 40th Street channelization, existing bike lane connection, and preliminary cost estimates shall be prepared for this project by the CONSULTANT (DEA, TDG). The document will be used to select a preferred alternative. The analysis, along with support information from the reports prepared in Tasks 4.0 and 5.0, will be used to prepare the Alternatives Analysis Summary document and shall include the following elements:

- Shared Use Path Design Criteria.
- Shared Use Path Alternatives.
 - The CONSULTANT (DEA, TDG) shall develop up to three (3) viable alternatives for shared use path alignments and cross-sections, including connections to the following:
 - Existing shared use path west of 163rd Avenue NE.
 - New improvements at Bel-Red Road intersection.
 - King County Metro stops.
 - Intersections: ADA ramps and crossings.
 - Microsoft Fitness Trail.
 - Existing utilities.
 - Connection with existing bike lanes east of 172nd Avenue NE.
 - For each alternative, the CONSULTANT shall develop a vertical alignment.
- Retaining Wall Evaluation
 - The CONSULTANT (DEA) shall evaluate retaining wall types for each alternative. Information such as wall heights and drainage will be used.
- Count Creek Pedestrian Bridge Evaluation

- The CONSULTANT (DEA, TDG) shall evaluate shared use path alternatives crossing Count Creek. Two shared use path alignment options are to eliminate the center lane in Count Creek vicinity or maintain the center lane in Count Creek area and place the shared use path on a pedestrian bridge over Count Creek.
- Preliminary Cost Estimates
 - The CONSULTANT (DEA, TDG) shall prepare construction cost estimates for each alternative.
- Constructability Evaluation
 - The CONSULTANT (DEA) shall evaluate the construction of each alternative and how to maintain pedestrian access during construction.
- Pros and Cons Matrix
 - The CONSULTANT (DEA, TDG) shall create a matrix listing the pros and cons for each alternative, including relative costs and schedule impacts. The table will also include missing and unknown information and what could be done to obtain that information. For example, if an alternative impacts the NE 40th Street curb and travel lanes, additional geotechnical investigation may be needed.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The potential Count Creek pedestrian bridge will be laid out, so abutments are located outside of Count Creek ordinary high-water mark and does not impact the existing culvert and headwalls.
- The pedestrian bridge is assumed to be precast concrete slab.

Deliverables:

- Draft Alternatives Analysis Summary document.
- Final Alternatives Analysis Summary document.
- Colored Roll plots and 11"x17" exhibits for each alternative.

Task 7.0 Public Involvement

The goal of the public involvement task is to provide information to the public about the PROJECT and its status, and to establish a forum for the community and affected property owners to provide input in the development of the PROJECT. Implementation of the public involvement task will be a joint effort of the CONSULTANT and the CITY.

7.1 Outreach Materials and Notifications

The CONSULTANT (DEA) shall assist the CITY's outreach effort in developing graphics and exhibits a public outreach plan based on the CITY's outreach document. The CONSULTANT (DEA) shall review outreach texts (newsletters, press releases, social media, website) that were developed by the CITY.

Meetings:

- The CONSULTANT shall attend up to two (2) meetings to strategize and coordinate graphic needs.

Assumptions:

- The CITY will be the lead in preparing outreach materials and sending out materials to the public (website, emails, e-magazine, press releases, online comment opportunities) and

coordinating outreach with nearby projects. The CONSULTANT will attend up to 3 meetings to strategize and coordinate outreach. The CONSULTANT will provide project graphics for the outreach and for property owner meetings.

- The City will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The City will share these communications, as appropriate, to inform any interim reports on public outreach and/or the final outreach summary.
- The City will take the lead role on any proactive media outreach and media response for the project.
- The City will print any outreach materials when possible unless they do not have the equipment to produce a piece. In that case, the City will be billed directly for all external printing or mailing services.

Deliverables:

- Graphics and exhibits for outreach

Task 8.0 Illumination

The CONSULTANT (DEA) will utilize the City of Redmond Illumination Design Manual, Special Provisions, Standard Details, and other associated standards as the basis for the shared use path and roadway illumination design. Illumination system coordination will be required as much of the existing walkway includes privately owned lighting systems. An AGi lighting photometric model will be created of the roadway and shared use path. The model will identify luminaire locations based on light level guidelines using the standards identified. Lighting components shall be located in their proposed locations to the extent possible considering factors such as underground and overhead conflicts and compliance with ADA, MUTCD, and City of Redmond standards for use and placement.

8.1 Preliminary Illumination Design (30% Completion)

The existing illumination system is a roadway illumination owned and maintained by PSE and there is no pedestrian illumination along the existing sidewalk within the project area. It is anticipated that the existing roadway illumination poles will need to be modified. The new illumination system will be owned and operated by the City of Redmond and the new illumination equipment will be in accordance with City of Redmond standards.

The CONSULTANT (DEA) shall perform the following tasks as identified below:

- Understanding ownership of existing and future systems, including new lighting and any impacted existing private and street lighting systems.
- Identifying existing electrical connections and services for use in final system design.
- Coordinate with City staff to determine preferred fixture and lighting systems for the length of the shared use path, including pole type, fixture type, and fixture mounting heights.

The deliverable for this task is included in Task 9.1

8.2 Roadway and Shared Use Path Illumination Design

Once the system coordination has been completed and the shared use path alignment has been determined, an AGi lighting photometric model will be created of NE 40th Street roadway and the new shared use path. This will be used to show that the proposed lighting plan meets the identified light levels for the project. Once the lighting model is approved as part of the "Round 1" of the Illumination Design Manual steps, construction plans will be prepared.

The CONSULTANT (DEA) will perform the following work tasks as identified below:

- Confirm design criteria with project team.
- Conduct an AGi photometric lighting model of NE 40th Street roadway and the shared use path.
- Create illumination construction plans with a layout showing locations of proposed light poles and light poles that are to remain or to be removed and/or relocated. The plans will include fixture locations, junction boxes, conduits, conductors, electrical components, and associated details, as necessary.
- Incorporate the existing street lighting as appropriate. Determine location and check lighting if an existing pole needs to be relocated. Work with City and PSE to determine revised street lighting poles and fixtures as appropriate.

The deliverable for this task is included in Task 13.0.

Meetings:

- The CONSULTANT shall attend up to two (2) meetings with Redmond's traffic operations group to discuss comments and resolutions.
- The CONSULTANT shall attend up to one (1) site visit meeting with Redmond's traffic operations to inspect existing traffic operation cabinets and vaults/junction boxes.

Assumptions:

- The City will provide details on the preferred roadway and shared use path lighting.
- AGi32 software will be used for illumination design.
- Only one AGi lighting model will be created, and only one set of comments addressed. If additional relocations of proposed fixtures are required (resulting in additional light modeling work), that would be considered Extra Services.
- Existing street luminaires along project are owned by PSE. If existing street luminaires are recommended to be relocated or replaced or fixtures changed to LED, for example due to curb and gutter line relocation, there will be PSE coordination required. The affected poles may become CITY luminaires and fixtures would be LED. The CITY will provide power source. The CONSULTANT (DEA) will assist the CITY with this PSE coordination process. The CONSULTANT (DEA) will show this information in the plans and provide any associated project costs.

Task 9.0 Preliminary Design (30% Plans and Estimate)

9.1 Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT (DEA, TDG) shall develop a 30% preliminary design and prepare the project drawings as shown in Appendix A.

An opinion of probable construction cost for the preliminary design shall be prepared by the CONSULTANT (DEA, TDG).

Using the design schedule, the CONSULTANT shall update the schedule with any time sensitive elements or restrictions and major work elements.

Meetings:

- The CONSULTANT shall attend one comment resolution meeting to discuss the CITY's comments on 30% comments.

Assumptions:

- None.

Deliverables:

- 30% Plans.
- 30% Opinion of Probable Construction Cost.

9.2 Utility Location and Coordination (30%)

The CONSULTANT (DEA) shall review the 30% design to identify potential conflicts, and if practical, modify the design to avoid these conflicts. The CONSULTANT (DEA) and the CITY shall work together to resolve remaining conflicts.

The CITY shall coordinate with utility owners regarding the potential relocation of existing facilities and the installation of new or planned services.

Task 10.0 Geotechnical

10.1 Geotechnical Investigation (Final)

The CONSULTANT (HWA) shall review the final path alignment and the results of the geotechnical findings completed for the preliminary design, including subsurface soil and groundwater conditions, and preliminary geotechnical recommendations. *Supplemental explorations may be completed at key features (stormwater facilities, signal poles, etc.).* The CONSULTANT (HWA) will perform analyses to update the preliminary geotechnical recommendations, complete additional recommendations and summarize the recommendations in a final design geotechnical report.

10.1.1 CONTINGENCY: Data Review, Supplemental Field Explorations, and Laboratory Testing

The CONSULTANT (HWA) shall evaluate subsurface soil and groundwater conditions at the locations of storm water facilities, retaining walls, pedestrian bridge, and signal poles, as appropriate. The specific tasks to be completed for the supplemental field explorations include:

- *Based on the selected alternative, complete a site visit to locate the proposed supplemental borings, mark for utility locates and plan the traffic control operations.*
- *Prepare a geotechnical exploration work plan memorandum outlining the proposed exploration program to be submitted to the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work, such as traffic control plans and identification of staging areas. The work plan will also be used for permitting that may be necessary to access the exploration locations.*
- *The CONSULTANT proposes to drill up to six (6) borings ranging in depth from 10 to 40 feet depending upon the location of the boring and the proposed improvements. If needed, two of the borings will be completed as wells and will be used for monitoring the fluctuation in groundwater levels. The actual number of borings required will be based upon the specific proposed improvements and the perceived data gaps at those locations.*
- *Conduct laboratory testing to evaluate the pertinent physical and engineering characteristics of the site soils from the results of laboratory tests performed on samples obtained from the borings. The CONSULTANT (HWA) anticipates completing moisture content, particle size analyses, Atterberg limits, and direct shear testing.*
- *Conduct groundwater monitoring over a period of one year. This will involve installing groundwater transducers in the well to obtain readings at regular intervals such once a day, hour. The CONSULTANT will make up to four site visits to download groundwater data in the field.*

10.1.2 Geotechnical Analyses and Design Report

After completion of supplemental field explorations, the CONSULTANT (HWA) shall review the preliminary conclusions and recommendations from the geology and soils TR and update as needed for the preferred alternative. The specific tasks to be conducted for the geotechnical engineering report are as follows:

- Provide recommendations and design parameters for retaining walls, including geotechnical parameters for MSE (mechanically-stabilized earth) walls, reinforced concrete walls, gravity walls for use in bidding.
- Provide recommendations for foundation design of signal poles.
- Evaluate long-term slope stability and provide recommendations for temporary and permanent slopes.
- Evaluate the site subsurface drainage conditions as they relate to groundwater seepage and provide recommendations for mitigating the impacts of potential seepage on the proposed improvements.
- Update the preliminary recommendations for earthwork and site preparation including roadway fill placement and compaction, trench backfill, and mitigation of unsuitable/compressible soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.
- Provide construction considerations for temporary shoring and ground water control during construction.
- Prepare a draft written report containing the conclusions and recommendations along with the supporting field and laboratory data for review and comment by the CITY.
- Provide design support following submittal of draft report to evaluate design modifications that relate to geotechnical aspects of the project that arise during final design.
- Prepare a final written report incorporating review comments from the CITY.
- Review the plans and specifications to verify the geotechnical recommendations have been incorporated into the project. This task includes assistance with developing up to one plan detail and providing input for specifications. This could include details related to site drainage that may be implemented regarding the possibility for subsurface groundwater seepage conditions along the alignment.
- Prepare one Geotechnical Letter of Conformance, if required, verifying that the plans and specifications conform with the geotechnical recommendations.
- Provide response to geotechnical questions from bidders during the bidding period.

10.1.3 CONTINGENCY: Geotechnical Analyses for Pedestrian Bridge

- *Provide recommendations for design of pedestrian bridge crossing for Count Creek including the following tasks:*
 - *Develop seismic parameters and assess potential for liquefaction*
 - *Develop design parameters for foundation design including parameters to assess vertical bearing capacities and lateral loading design parameters.*
 - *Coordinate with bridge designers to provide support for foundation analyses.*
 - *Assess construction access and temporary shoring/dewatering needs during construction.*

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- One round of reviews of the draft geotechnical engineering report will be required.
- Infiltration will not be used as part of the stormwater management plan.
- The following assumptions are for contingency boring exploration work:
 - *Traffic Control Plans for the field work to be coordinated with adjacent projects.*
 - *Permits/Right-of-Entries for site explorations will be provided at no cost to HWA.*
 - *Explorations assume a single lane closure with flaggers.*
 - *The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.*
 - *All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.*
 - *No concrete pavement or slabs are present at the drilling locations and coring will not be required prior to drilling the proposed borings.*
 - *Where geotechnical borings are conducted through the pavement, the asphalt will be patched with quick drying cement. Saw cutting of the pavement or hot mix asphalt patches will not be required.*
 - *Any wells installed as part of this investigation will be maintained throughout design and abandoned in accordance with WAC requirements by the Contractor during construction.*
 - *All field works including site reconnaissance, utility locates, and drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.*
 - *Boring locations will be located using handheld GPS and measurement from existing known features.*
 - *Following the submittal of the draft geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the Consultant is not included.*
- The following are assumptions for the bridge design contingency:
 - *Seismic design parameters will be provided for the AASHTO Guide Specification for LRFD Seismic Bridge Design 3rd Edition using estimated shear wave velocities from SPT data. If measured shear wave velocities are desired to optimize seismic design, additional testing could be performed under a supplemental scope and budget.*
 - *Bridge can be supported on spread footings or other shallow foundation system.*

Deliverables:

- *Traffic Control Plans for supplemental field work (Contingency).*
- *Plan of proposed supplemental field work (Contingency).*
- *One Site and Exploration Memorandum (Contingency).*
- One Draft Geotechnical Engineering Report.
- One Final Geotechnical Engineering Report.
- Geotechnical Letter of Conformance (if required).

Task 11.0 Utility Coordination

11.1 Utility Coordination

The CITY will take the lead with contacting, coordinating, and arranging meetings with utility owners. The CONSULTANT (DEA) shall assist the CITY meeting utility owners at the project site, preparing exhibits for utility owner verification, and PDF files of 30%, 60%, and 90% PSE&E submittals.

The CONSULTANT (DEA) shall prepare exhibits showing proposed roadway and share use path illumination for PSE high voltage team to review. These exhibits will show proposed illumination horizontal location and elevations at the bottom and top of proposed illumination poles. The goal for this PSE review is to verify adequate clearance between the proposed illumination system and existing high voltage transmission wires.

Meetings:

- The CONSULTANT (DEA) shall attend up to four (4) meetings with utility owners at the project site.
- The CONSULTANT (DEA) shall attend up to one (1) meeting with PSE high voltage team to discuss their comments on proposed illumination system.

Assumptions:

- Anticipated utilities are PSE's gas, high voltage transmission lines, and low voltage distribution lines, Ziply's fiber, Comcast cable, and Redmond's water and sewer lines.

Deliverables:

- Utility basemap exhibits for utility owners' verification.
- Proposed illumination exhibits for PSE review.
- 30%, 60%, and 90% Plans for Utility Owners review.

11.2 Utility Conflict Resolution and Potholing

The CONSULTANT (DEA) will provide identification, documentation, and a proposed resolution of potential subsurface conflicts between existing utilities and proposed CITY facilities. The CONSULTANT will also provide identification, documentation, and a proposed resolution of potential surface and above-ground conflicts between existing utilities and proposed CITY facilities.

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT (DEA) shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is assumed ten (10) locations will be potholed. If additional potholes are required, this will be done as an extra service.

The CONSULTANT (DEA) shall utilize a private locating service to locate and determine the depth of buried utilities. The CONSULTANT (DEA) shall identify the potential conflicts with existing utilities to remain and identify up to three (3) locations where more data would assist in the relocation design. The utility locate company will provide temporary traffic control plans and a plan of the potholing procedure to the CITY for approval prior to performing work.

The CONSULTANT (DEA) shall coordinate with the utility locating service and survey the pothole locations and elevations. The locating information shall be provided to the CITY in tabular format with references to the plan locations.

The CONSULTANT (DEA) shall prepare a utility summary memorandum. This memorandum will include list of utilities contacted, utility resolutions for each utility conflict, and unresolved utility conflicts that need to be addressed during construction.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Traffic Control Plans for the field work to be coordinated with adjacent projects.

Deliverables:

- Traffic Control Plans for fieldwork.
- Utility conflict resolution and pothole matrix (30%, 60%, 90%).
- Updated utility base map.
- Utility Summary Memorandum (Draft and Final) (Electronic PDF format).

Task 12.0 Hydraulic Report

12.1 Preliminary and Final Hydraulic Report

As part of the 30% preliminary design (see Task 9.1), the CONSULTANT shall develop a conceptual drainage design for the PROJECT. The 30% preliminary design will determine if water quality and detention are required and develop a plan view of the drainage design.

The CONSULTANT (DEA) shall prepare a Draft and Final Hydraulic Report based upon the proposed facilities for the corridor that includes the following elements:

- Project overview
 - General description of project
 - Existing soils type(s)
- Existing conditions summary
 - Review existing site conditions
 - Identify site limitations
- Off-site analysis (upstream and downstream)
 - Study area definition
 - Review of available information
 - Field Inspection
- Minimum requirements
 - Address 9 minimum requirements outlined by DOE
- Permanent Stormwater Control Plan
 - Existing Site Hydrology
 - Developed Site Hydrology
 - Performance Standards and Goals
 - Flow Control System
 - Water Quality System
 - Conveyance System Analysis and Design, including downstream analysis ¼ mile past project limits
- Construction Stormwater Pollution Prevention Plan
 - Evaluation of 13 elements outlined by Washington State Department of Ecology (DOE)

- Special reports and studies
 - Reference other studies prepared for project (geotechnical report, critical area study, etc.)
- Other permits
 - List of other permits and approvals required
- Operations and maintenance manual

Exhibits will be used within the Hydraulic Report to convey the existing conditions and design approach proposed for the PROJECT. The following specific items, or combination of items, will be added as an exhibit or exhibits to the appropriate sections of the Hydraulic Report:

- Existing/proposed conditions
- Existing/proposed pavement limits
- Threshold discharge areas
- Off-site flow onto/through the project limits
- Stormwater release points
- Critical areas
- Existing drainage system with flow direction, 'used,' and 'abandoned' notations

Meetings:

- The CONSULTANT shall attend up to two (2) drainage focused meetings with Redmond's stormwater staff to discuss various stormwater topics.

Assumptions:

- Pedestrian bridge design is not included in this scope of services. If pedestrian bridge alternative will be implemented into the PROJECT, budget will be negotiated as a supplement.
- For 30% Preliminary Design, drainage profiles will not be developed, but areas of new impervious areas will be estimated.
- Stormwater preliminary design data will be determined and provided to support the SEPA documentation.
- It is assumed the PROJECT will be defined as a "Large Project" as define in City of Redmond Stormwater Technical Notebook, Section 3.5
- One site visit will be required to locate proposed facilities.
- The Final Hydraulic Report assumes compliance with City of Redmond Stormwater Technical Notebook, Issue No. 8, as amended in June 5, 2019.
- Low impact stormwater design concepts will be incorporated into the drainage design where practical.
- The drainage design will be incorporated into the Final Design element.
- The CITY will provide one set of consolidated comments for each draft submittal of the Hydraulic Report.

Deliverables:

- Stormwater Data for SEPA document.
- Draft Hydraulic Report. Submitted with 30% design.
- Draft Hydraulic Report. Submitted with 60% design.
- Final Hydraulic Report. Submitted with 100% design.

Task 13.0 Pavement Report

The CONSULTANT (HWA) shall perform pavement evaluation and testing and shall prepare a pavement report for NE 40th Street from 156th Avenue NE to 172nd Avenue NE.

The pavement report will provide recommendations for pavement repair and overlay depth.

The CONSULTANT (HWA) shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from 156th Avenue NE to 172nd Avenue NE. As FWD testing is a mobile operation and non-destructive testing, traffic control plans and ROW permit will not be required. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location.

Using the results of FWD testing, the CONSULTANT (HWA) will mark the locations of 40 6-inch diameter pavement cores and arrange utility locates. The CONSULTANT (HWA) will subcontract the development of temporary traffic control plans and submit to the City for a ROW permit for pavement coring. Upon approval, the CONSULTANT (HWA) will perform pavement coring at 40 locations. Hand auger explorations to a depth of about two (2) feet at each core location will be performed. Cores will be backfilled with compacted gravel and patched with Aquaphalt Permanent Cold Patch, compacted in lifts, matching existing pavement thickness.

The CONSULTANT (HWA) shall generate photographic logs of pavement cores and perform engineering analyses to determine engineering properties of the subgrade and existing pavement structure.

The CONSULTANT (HWA) shall prepare a report presenting the results of the field testing, including FWD deflection readings, back-calculated resilient moduli of the subgrade, logs of pavement cores, and recommendations for new overlay design. The report will include discussions for pavement areas that should be reconstructed as opposed to rehabilitation.

The CONSULTANT (DEA) shall review the Pavement Rehabilitation Report for NE 40th Street and implement its recommendations into the design plans.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The pavement investigation will include the intersections of NE 40th Street between 156th Avenue NE and 172nd Avenue NE, requiring extensive traffic control and the use of one to two Uniformed Police Officers (UPO) at 159th Ave NE, 163rd Ave NE, and NE Bel Red Road.
- The overlay limits will be short of 156th Avenue NE and 172nd Avenue NE intersections. So, the actual intersection areas will not be overlaid.

Deliverables:

- Traffic Control plans for Pavement Coring.
- Draft NE 40th Street (156th Ave NE to 172nd Ave NE) Pavement Report.
- Final NE 40th Street (156th Ave NE to 172nd Ave NE) Pavement Report.

Task 14.0 Final Design Plans, Specifications, and Estimates (PS&E)

14.1 60% Submittal

14.1.1 60% Plans

Symbols used by the CONSULTANT (DEA, TDG) in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.

The CONSULTANT's (DEA, TDG) 60% submittal shall include drawings, quantities, specifications, and the Engineer's estimate. All 30% plan submittal comments received shall be incorporated into the submittal. The CITY shall review the submittal and return a consolidated set of comments to the CONSULTANT (DEA, TDG). The anticipated 60% plans are shown in Appendix A.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's comments on 60% comments.

Assumptions:

- Pedestrian bridge design is not included in this scope of services. If pedestrian bridge alternative will be implemented into the PROJECT, budget will be negotiated as a supplement.
- The CITY review period shall last three weeks.
- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, railings, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.
- The CITY will provide requirements or input on the aesthetic treatment of exposed wall surfaces, and preferences for pedestrian rail attachments to retaining walls.
- Illumination will be LED.
- Signal modifications at 163rd Avenue NE and 172nd Avenue NE intersections are anticipated to be limited to improvements on the southern portion of these intersections. Traffic signal loops replacements due to pavement overlay are anticipated at all signalized: 156th, 159th, 163rd, and 172nd.
- Irrigation will be contractor design item; DEA will show on the plans known irrigation and points of connection for irrigation water supply.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Plans.

14.1.2 60% Estimate

The CONSULTANT's (DEA, TDG) opinion of probable construction cost shall be included with the submittal. The opinion of probable construction cost will include an itemized list in tabular form describing specification section, item, number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion provided by the CONSULTANT (DEA, TDG) will be on the basis of experience and judgment. The cost opinion shall be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT (DEA).

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- There will be two bid schedules, one for shared use path improvements and one for pavement overlay.

Deliverables:

- Comment responses spreadsheet from 30% submittal.

- 60% Opinion of Probable Construction Cost

14.1.3 60% Specifications

The CONSULTANT (DEA, TDG) shall develop the PROJECT specifications. Project specific special provisions will be identified at the 60% level but not completed at this stage.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will supply the CONSULTANT (DEA) with the current version of the City of Redmond Special Provisions.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Specification.

14.2 90% Submittal

The CONSULTANT's (DEA, TDG) 90% submittal shall be the complete PS&E and shall include all drawings, quantities, the specification package and special provisions, and the opinion of probable construction cost.

14.2.1 90% Plans

The 60% Design Plan submittal comments shall be incorporated into the 90% submittal. The CITY shall review the submittal and return one set of consolidated comments to the CONSULTANT (DEA, TDG). The review period shall last three weeks.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's comments on 90% comments.

Assumptions:

- The CITY review period shall last three weeks.

Deliverables

- Comment response spreadsheet from 60% submittal.
- 90% Plans.
- Cross-Sections every 50 feet along shared use path alignment.

14.2.2 90% Estimate

The 60% opinion of probable construction cost submittal comments shall be incorporated into the 90% submittal. The CONSULTANT (DEA, TDG) shall update the Engineer's Estimate based on design updates.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Opinion of Probable Construction Cost.

14.2.3 90% Specifications

The 60% specification submittal comments shall be incorporated into the 90% submittal. The CONSULTANT (DEA, TDG) shall update the specifications and prepare all special provisions.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Specification.

14.2.4 90% Construction Schedule

The CONSULTANT (DEA) shall prepare a construction schedule to determine construction duration.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- 90% Construction Schedule.

14.2.5 90% Design Report

The CONSULTANT shall prepare a draft design report as part of the 90% submittal. The design report will include executive summary of the project, summary of environmental documentation, permits, summary of technical reports, easements, coordination with other projects and entities, project commitments, and issues that need to be followed or addressed during construction.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Draft Design Report.

14.3 100% Submittal

The CONSULTANT (DEA, TDG) 100% package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final opinion of probable construction cost. Plans and specifications shall include details on any property acquisitions and commitments. The 90% PS&E Plan submittal comments shall be incorporated into the submittal. The CONSULTANT (DEA, TDG) shall make no further changes to the documents without the approval of the CITY.

The CONSULTANT shall update the design report based on comments received by the City and any new project information.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 90% submittal.
- 100% Complete Plan set.
- 100% Complete Contract Provisions Book.
- 100% Opinion of Probable Construction Cost.
- Final Construction Schedule.
- Final Design Report.
- Cross-Sections every 50 feet along shared use path alignment.

14.4 Bid Ready Documents

The CONSULTANT's Bid Ready package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final Engineer's estimate. The 100% PS&E Plan submittal comments shall be incorporated into the submittal.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Each sheet shall be stamped and signed by the CONSULTANT.
- The cover page shall be stamped and signed by the CONSULTANT.

Deliverables:

- Signed Plan Set.
- Signed Contract Provisions Book (PDF and Word Electronic files).
- Bid Ready Engineer's Estimate that matches the bid item lists in the contract plans (PDF and Excel Electronic files).

Task 15.0 Right-of-Way

15.1 Parcel Exhibits

The CONSULTANT (DEA) shall prepare parcel exhibits for each affected individual parcel that will include existing easements. It is estimated that parcel exhibits are required for three total parcels, all of which will require exhibits for temporary construction easement acquisitions.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- It is assumed that a parcel exhibit is not required for the City-owned parcels, if any, unless there are easements on the parcel.

Deliverables:

- Draft Parcel Exhibits.
- Final Parcel Exhibits.

15.2 Legal Descriptions

The CONSULTANT (DEA) shall provide descriptions for the right-of-way acquisitions required by this project. The CONSULTANT (DEA) will include area calculations and right-of-way dimensions with parcel descriptions. It is estimated that legal descriptions are required for three (3) total parcels for temporary construction easements.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Draft Legal Descriptions.
- Final Legal Descriptions.

15.3 Real Estate Services

The CONSULTANT (PRX) shall perform real estate functions required to analyze, negotiate for, and acquire real property interests along the south side of NE 40th Street, on behalf of the City of Redmond, for the PROJECT. This includes temporary property rights. Work by others is noted (ex. DEA).

Tasks include, but are not limited to:

- Title analysis – Prepare list of title exceptions to be cleared, and, if deemed necessary, coordinate with City on any necessary clearance of identified encumbrances.
- Develop Project Funding estimate to accompany preliminary ROW approval by City.
- Where appropriate, prepare Appraisal Waivers Valuations for affected parcels.
- For valuations anticipated over \$35K, coordinate appraisal and appraisal review services.
- Obtain rights of entry for up to 3 parcels.
- Draft all real estate offer package and conveyance documents per CITY-approved formats.
- Lead landowner and/or tenant outreach and negotiations efforts, document all correspondence.
- Lead and administrate all ROW activities in accordance with CITY and State requirements.
- Coordinate Phase 1 and/or 2 EA reports, as directed, prior to closing of right of way purchases.
- Coordinate escrow services, title clearance, payment and recording tasks for all transactions.
- Close out acquisition files in City-approved formats, provide City with final, recorded documents.
- Build out legal ready acquisition files to assist City's counsel in condemnation action, as needed.

This project includes the acquisition of up to (3) temporary construction easements. No permanent fee acquisitions or relocation activities are anticipated.

Meetings:

- Attend up to three (6) property owner outreach and negotiations meetings.

Assumptions:

- Acquisitions limited to (3) parcels, no relocations are anticipated.

- Scope and fee subject to change if design changes following the initial appraisal assignments.
- All titles, escrows, recordings, and Phase 1/2 EA costs to be born directly by CITY.

Deliverables:

- Graphics and descriptions for right of entries (DEA).
- Real Estate Documents.
- Closed Real Estate files.
- All documentation required by WSDOT LAG Manual.

Task 16.0 Bid and Award Support

The CONSULTANT (DEA, TDG, HWA) shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The CONSULTANT shall obtain written authorization from the CITY prior to providing any of the following services:

- *The CONSULTANT (DEA) shall attend, participate in a pre-Bid meeting to assist the CITY in responding to questions and inquiries.*
- The CONSULTANT (DEA) shall attend and summarize a pre-construction meeting with the construction contractor to assist the CITY in responding to questions and inquiries.
- The CONSULTANT (DEA, TDG, HWA) shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the extent of the budget provided in this contract.

The CONSULTANT (DEA, TDG) shall provide As-Bid documents to the CITY.

Deliverables:

- *Attend, participate in and summarize pre-Bid meeting.*
- Attend, participate in and summarize pre-construction meeting.
- Prepare response to bidder questions and bid document addenda.
- Assist with bidder checks such as bid documents and reference checks.
- As-Bid Plans (One (1) paper full-size (22"x34") and four (4) paper half-size (11"x17"), PDF Electronic file).
- As-Bid Contract Provisions (Four (4) paper hard copies, PDF Electronic file).

Task 17.0 Optional Services

Contingency tasks are identified throughout the Scope of Services. In addition, Optional Services may be required and are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT (DEA) shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Pedestrian Bridge Design
- Maximum Extent Feasible (MEF) document preparation
- Additional investigations and design services
- Construction Support

- Record Drawings preparation

Appendix A

Anticipate Plans

Anticipated PS&E Plan Sheet Index					
Number of Plan Sheets	Description	Notes	Anticipated Plan Sheets at Each PS&E Delivery		
			30%	90%	100%
1	Cover Sheet with Vicinity Map and Index		x	x	x
1	Legend and Abbreviations		x	x	x
3	Typical Sections for NE 40th Street and Shared Use Path		x	x	x
4	Alignment Plan (156th to 172nd)		x	x	x
8	TESC Plans and Details (163rd to 172nd)			x	x
8	Site Preparation Plan (163rd to 172nd)		x	x	x
8	Shared Use Path Plan (163rd to 172nd)		x	x	x
14	Roadway Plan (156th to 172nd)		x	x	x
8	Shared Use Path Profile			x	x
3	Curb Ramp Plan			x	x
4	Roadway/Shared Use Path Details			x	x
3	Wall Plan		x	x	x
8	Drainage Plan (163rd to 172nd)		x	x	x
3	Drainage Profile			x	x
1	Drainage Details			x	x
14	Channelization Plan (163rd to 172nd)		x	x	x
8	Illumination Plan (163rd to 172nd)			x	x
4	Traffic Signal Plan		x	x	x
1	Pole Schedule			x	x
8	Tree Preservation Plan (163rd to 172nd)		x	x	x
8	Landscape Plan (163rd to 172nd)			x	x
2	Landscape Details			x	x
8	Irrigation (163rd to 172nd)			x	x
1	Irrigation Details			x	x
1	Traffic Control Class A Signs			x	x
2	Traffic Control Plans			x	x
4	Pedestrian Detour Plans			x	x
1	Temporary Detection Plan				
139					
Contract Special Provisions				x	x
Engineer's Opinion of Construction Cost			x	x	x

Exhibit B

DBE Participation Plan

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.

[See attached voluntary SBE participation](#)

David Evans and Associates, Inc. (DEA)

***SBE Inclusion Plan
for
City of Redmond***

NE 40th Street Shared Use Path 163rd Avenue NE to 172nd Avenue NE

General Description of Work:

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for the Ne 40th Street Shared Use Path project located in Redmond, WA.

1. SUBCONTRACTING

The work associated with this Task Order/Project is subject to a voluntary Small Business Enterprise (SBE) minimum goal of ten percent (10%). DEA will make a good faith effort to achieve a participation of at least 10% by one or more certified SBE firms.

2. DIVERSE BUSINESS SUBCONTRACTORS

A list of diverse business contractors DEA included with this project are listed below.

Name of DBE Firm	SBE Certification	Specialty Services
HWA GeoSciences, Inc.	Yes/SBE	Geotechnical, Pavement Design

For this project, HWA is expected to be contracted for approximately \$279,322, which will likely exceed the 10% goal.

At any point in the delivery of this contract, if additional services are needed, HWA, or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

3. DIVERSITY EXPERT

DEA will track and prepare monthly updates on diverse business utilization, progress to date, and projections. DEA will also evaluate change orders for potential diverse business participation.

4. PAST PERFORMANCE OR STRATEGIES

DEA has a track record of utilizing MSVWBE (including SBE) firms on a variety of projects in key roles. DEA's approach is to solicit partnering relationships primarily based upon technical capabilities rather than a subcontracting goal, and invest in those relationships in order to provide our clients with reliable and diverse expertise.

To facilitate the development of these relationships, DEA organized an internal Small Business Program in 1995 with the goal of providing maximum practicable opportunities for small businesses to participate on contracts with DEA. DEA's Small Business Program formalizes and documents the efforts DEA undertakes to include small businesses in our contracts. As part of this program, regional liaisons conduct outreach activities to connect DEA staff with qualified small businesses. These small businesses are brought onto project teams in focused roles and provided mentorship and guidance to help them succeed with the intent to continue that partnership onto future projects.

Since 1995, DEA has conducted regular small business fairs to provide opportunities for MSVWBE firms to interact with our project managers and provide information about their services, so we can move quickly when opportunities arise. The high numbers of MSVWBE firms we actively work with provide evidence of the program's success. For the past several years, DEA's Portland office has worked with more than 20 MSVWBE firms in Oregon and Washington each year and subcontracts more than \$1.3 million dollars on average to MSVWBE firms annually.

DEA also participates in the more traditional forms of outreach in our community, including Oregon Association of Minority Entrepreneurs committees and conferences, Minority Enterprise Development Week, and other local technical job fairs. Often, for specific projects, DEA will continue to hold focused DBE outreach events to nurture and develop relationships with MSVWBE firms that will hold meaningful roles on project assignments. For example, DEA held a networking event out of our Bellevue, WA, office in June 2015, specifically to solicit qualifications and establish relationships with DBE firms for an upcoming light rail project. This fair was attended by more than 50 firms from the Seattle area and would have added ten MSVWBE firms to be included to the project team in significant roles. This year our Portland office held a fair in May with the same goal of attracting MSVWBE firms with whom we can partner on upcoming projects.

5. PROMPT PAYMENT AND DISPUTE RESOLUTION

Prompt Payments:

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

Disputed Billings:

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless

DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

6. OTHER

Not applicable

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

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

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

Agency will retain the rights to review all deliverables 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

Excel Spreadsheets
Word Documents
PDF Files
Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, Sharepoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP, Word, Excel, Project, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

David Evans and Associates, Inc.

				Negotiated			
Classification	Hrs.	x	Rate	=	Cost		
1 Project Manager V	329		\$ 317.40		\$104,424		
2 Project Manager IV	53		\$ 270.39		\$14,331		
3 Project Coordinator III	18		\$ 126.90		\$2,284		
4 Project Accountant V	18		\$ 159.78		\$2,876		
5 Project Manager IV	52		\$ 231.12		\$12,018		
6 Office Survey Technician V	174		\$ 163.77		\$28,496		
7 Party Chief IV	160		\$ 152.65		\$24,423		
8 Party Chief I	160		\$ 115.22		\$18,436		
9 Engineer III	333		\$ 172.07		\$57,298		
10 Designer IV	634		\$ 208.94		\$132,466		
11 Designer IV	72		\$ 210.47		\$15,154		
12 Engineering Designer I	236		\$ 114.61		\$27,047		
13 Engineer V	147		\$ 205.86		\$30,262		
14 Engineer V	119		\$ 234.44		\$27,898		
15 Engineering Designer I	109		\$ 116.76		\$12,727		
16 Engineer VII	40		\$ 311.44		\$12,458		
17 Engineer III	74		\$ 169.85		\$12,569		
18 Project Manager V	46		\$ 221.23		\$10,176		
19 Landscape Architect III	69		\$ 141.34		\$9,752		
20 Business Development IV	94		\$ 251.95		\$23,684		
21 GIS Analyst IV	32		\$ 168.99		\$5,408		
22 Scientist III	30		\$ 135.19		\$4,056		
23 Scientist II	24		\$ 124.13		\$2,979		
24 Project Manager III	18		\$ 224.30		\$4,037		

Total Hrs. 3041

Salary Cost **\$ 595,260**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 0% per year @ 1 year(s) \$0

Direct Expenses

Reproduction Costs

	No.	Unit	Each	Cost
Full-Size Plans	0	sets @	\$350 /set	\$ -
Half-Size Plans	0	sets @	\$50 /set	\$ -
Specifications	0	sets @	\$50 /set	\$ -
Potholes	10	@	\$1,200 /each	\$ 12,000.00
Mileage	800	miles @	\$0.700 /mile	\$ 560.00
Urban Forest Services Bartlett Cons	1	@	\$12,500 LS	\$ 12,500.00
Utility Locates	1	@	\$18,000 LS	\$ 18,000.00

Subtotal **\$ 43,060**

David Evans and Associates Total **\$ 638,320**

Subconsultants

	DBE	Hrs	\$ Total
ProgramX	No	159	\$ 32,482
Toole Design Group	No	536	\$ 111,026
HWA Geosciences	Yes	864	\$ 279,322
Subconsultant Total		1559	\$ 422,830

Direct Expenses Sub-Total (including Subconsultants) **\$ 465,890**

Total Costs **\$ 1,061,150**

Contingency and Reserve Fund (± 10%) **\$ 106,150**

Total Costs with Management Reserve Fund **\$ 1,167,300**

Anticipated DBE Percentage **26%**

Exhibit D
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
		Project Manager V	Project Manager IV	Project Coordinator III	Project Accountant V	Project Manager IV	Office Survey Technician V	Party Chief IV	Party Chief I	Engineer III	Designer IV	Designer IV	Engineering Designer I	Engineer V	Engineer V	Engineering Designer I	Engineer VII	Engineer III	Project Manager V	Landscape Architect III	Business Development IV	GIS Analyst IV	Scientist III	Scientist II	Project Manager III	DEA	DEA	
Work Element #	Work Element	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL																											
2.1	Project Management	108																								108	\$34,279	
2.2	Subconsultant Coordination	72																								72	\$22,853	
2.3	Develop Project Schedule	8								20																28	\$5,981	
2.4	Monthly Invoices/Progress Reports	18		18	18																					54	\$10,873	
2.5	Project Kick-off Meeting and Progress Meetings	40									40															80	\$21,053	
2.6	Quality Control/Quality Assurance Review	1	5																							6	\$1,669	
2.7	Change Management	5																								5	\$1,587	
	Work Element 2.0 Total	252	5	18	18	0	0	0	0	20	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	353	\$98,296
3.0	SURVEY																											
3.1	Data Collection					6	1																			7	\$1,550	
3.2	Horizontal and Vertical Control Network					6	8	8	8																	30	\$4,840	
3.3	Establish Road Centerline Alignments and Right-of-Ways for Corridor (Basemap)					12	8	8	8																	36	\$6,227	
3.4	Topographic Survey					10	86	104	104		1															305	\$44,463	
3.5	Future Survey Needs					4	40	40	40																	124	\$18,190	
3.6	Underground Utilities					4	16			1																21	\$3,717	
	Work Element 3.0 Total	0	0	0	0	42	159	160	160	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	523	\$78,987
4.0	ENVIRONMENTAL DOCUMENTATION																											
4.1	Environmental Technical Reports																									0	\$0	
4.1.1	Geology and Soils Technical Report																									0	\$0	
4.1.2	Critical Areas Report																				2	2	30	24	16	74	\$11,466	
4.2	SEPA Environmental Documentation																									0	\$0	
4.2.1	Compliance with Governor's Executive Order 21-02																				8	2				10	\$2,354	
4.2.2	Environmental Checklist																				24	8			2	34	\$7,847	
4.3	Environmental Permitting																									0	\$0	
4.3.1	WDFW Hydraulic Project Approval (HPA)																				24	8				32	\$7,399	
4.3.2	Redmond Permits																				32	8				40	\$9,414	
4.3.3	NPDES Permit and SWPPP		1												24	24					4	4				57	\$10,383	
	Work Element 4.0 Total	0	1	0	0	0	0	0	0	0	0	0	0	0	24	24	0	0	0	0	94	32	30	24	18	247	\$48,863	
5.0	TREE EVALUATION																											
5.1	Tree Documentation	3									12															15	\$3,459	
5.2	Arborist Site Walk with Design Team									8	8															16	\$3,048	
	Work Element 5.0 Total	3	0	0	0	0	0	0	0	8	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	31	\$6,507

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Work Element #	Work Element	Project Manager V	Project Manager IV	Project Coordinator III	Project Accountant V	Project Manager IV	Office Survey Technician V	Party Chief IV	Party Chief I	Engineer III	Designer IV	Designer IV	Engineering Designer I	Engineer V	Engineer V	Engineering Designer I	Engineer VII	Engineer III	Project Manager V	Landscape Architect III	Business Development IV	GIS Analyst IV	Scientist III	Scientist II	Project Manager III	DEA Total hrs	DEA Total \$
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs		
6.0	ALTERNATIVES ANALYSIS (10% Design)																										
6.1	Project Site Visits (3 Total)	3								9	9															21	\$4,381
6.2	Alternative Analysis/Alternatives Analysis Summary Document (10% Design)																									0	\$0
	Draft	6	2							24	60						24	24								140	\$30,662
	Final	2	2							8	16						2	2								32	\$6,858
	Colored Roll Plots/11"x17" exhibits		2								4		32													38	\$5,044
	Work Element 6.0 Total	11	6	0	0	0	0	0	0	41	89	0	32	0	0	0	26	26	0	0	0	0	0	0	0	231	\$46,945
7.0	PUBLIC INVOLVEMENT																										
7.1	Outreach Materials and Notifications	4								8	8	4	8													32	\$6,076
	Work Element 7.0 Total	4	0	0	0	0	0	0	0	8	8	4	8	0	0	0	0	0	0	0	0	0	0	0	0	32	\$6,076
8.0	ILLUMINATION																										
8.1	Preliminary Illumination Design (30% Completion)		2							4				32												38	\$7,817
8.2	Roadway and Shared Use Path Illumination Design		2							4				32												38	\$7,817
	Work Element 8.0 Total	0	4	0	0	0	0	0	0	8	0	0	0	64	0	0	0	0	0	0	0	0	0	0	0	76	\$15,633
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)																										
9.1	Preliminary Design (30% Completion)	4	4							8	110	20	40		8		4	15	3	10						226	\$43,251
9.2	Utility Location and Coordination (30%)	2								4	4															10	\$2,159
	Work Element 9.0 Total	6	4	0	0	0	0	0	0	12	114	20	40	0	8	0	4	15	3	10	0	0	0	0	0	236	\$45,409
10.0	GEOTECHNICAL																										
10.1	Geotechnical Investigation (Final)																									0	\$0
10.1.1	Contingency: Data Review, Supplemental Field Explorations, and Labortary Testing	1								2								2								5	\$1,001
10.1.2	Geotechnical Analyses and Design Report	1								2								2								5	\$1,001
	Work Element 10.0 Total	2	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	10	\$2,002
11.0	UTILITY COORDINATION																										
11.1	Utility Coordination	4								12	8															24	\$5,006
11.2	Utility Conflict Resolution and Potholing	2								12	24			4	4			2								48	\$9,815
	Work Element 11.0 Total	6	0	0	0	0	0	0	0	24	32	0	0	4	4	0	0	2	0	0	0	0	0	0	0	72	\$14,821
12.0	HYDRAULIC REPORT																										
12.1	Preliminary and Final Hydraulic Report																									0	\$0
	Draft	1	2							2					40	32										77	\$14,316
	Final	1	2							2					12	10										27	\$5,183
	Work Element 12.0 Total	2	4	0	0	0	0	0	0	4	0	0	0	0	52	42	0	0	0	0	0	0	0	0	0	104	\$19,499

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Work Element #	Work Element	Project Manager V	Project Manager IV	Project Coordinator III	Project Accountant V	Project Manager IV	Office Survey Technician V	Party Chief IV	Party Chief I	Engineer III	Designer IV	Designer IV	Engineering Designer I	Engineer V	Engineer V	Engineering Designer I	Engineer VII	Engineer III	Project Manager V	Landscape Architect III	Business Development IV	GIS Analyst IV	Scientist III	Scientist II	Project Manager III	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
13.0	Pavement Report																										
	Traffic Control									4																4	\$688
	Draft	1								2	2															5	\$1,079
	Final	1								1																2	\$489
	Work Element 13.0 Total	2	0	0	0	0	0	0	0	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	\$2,257
14.0	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)																										
14.1	60% Submittal																										
14.1.1	60% Plans	4	6							32	180	24	80	32	8	16	4	16	12	32						446	\$81,699
14.1.2	60% Estimate	4	2							6	12		6	6	2	4			4	4						50	\$9,659
14.1.3	60% Specifications	4	3							40				6	4				6							63	\$12,464
14.2	90% Submittal																									0	\$0
14.2.1	90% Plans	4	6							32	100	24	60	16	8	16	4	8	8	16						302	\$54,893
14.2.2	90% Estimate	4	1							6	16		6	4	2	4			2	4						49	\$9,370
14.2.3	90% Specifications	4	2							24				6	4				8							48	\$9,883
14.2.4	90% Construction Schedule	3	2							4																9	\$2,181
14.2.5	90% Design Report	4	2							32	2															40	\$7,734
14.3	100% Submittal	4	3							10	8		2	4	2	2	1	2	2	2						42	\$8,604
14.4	Bid Ready Documents	1	2							4	4		2	2	1	1	1	1	1	1						21	\$4,218
	Work Element 14.0 Total	36	29	0	0	0	0	0	0	190	322	48	156	76	31	43	10	27	43	59	0	0	0	0	0	1070	\$200,705
15.0	RIGHT-OF-WAY																										
15.1	Parcel Exhibits	1				2	5																			8	\$1,598
15.2	Legal Descriptions	1				8	10																			19	\$3,804
15.3	Real Estate Services																									0	\$0
	ROW PM																									0	\$0
	Title Review/Documentation Preparations																									0	\$0
	Appraisal Waiver Valuations																									0	\$0
	Negotiations, Admin Justification, Closings																									0	\$0
	Work Element 15.0 Total	2	0	0	0	10	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	\$5,403
16.0	Bid and Award Support																										
	Pre-Bid Meeting	1								2	2			1												6	\$1,285
	Pre-Construction Meeting	1								2	2			1												6	\$1,285
	Bidder Questions/Addendum	1								2	2			1												6	\$1,285
	Work Element 16.0 Total	3	0	0	0	0	0	0	0	6	6	0	0	3	0	0	0	0	0	0	0	0	0	0	0	18	\$3,856
17.0	Optional Services																									0	
	Work Element 17.0 Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
	EXPENSES																										\$43,060
	SALARY ESCALATION																										
PROJECT WORK ELEMENTS TOTALS		329	53	18	18	52	174	160	160	333	634	72	236	147	119	109	40	74	46	69	94	32	30	24	18	3041	\$638,320

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007				
JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 30.00%	2025 All Inclusive Hourly Billing Rate NTE
Administrative Assist IV (ADM4)	\$47.25	\$83.76	\$14.18	\$145.18
Business Development Leader I (BUD1)	\$73.74	\$130.71	\$22.12	\$226.58
Business Development Leader II (BUD2)	\$119.32	\$211.50	\$35.80	\$366.61
Business Development Leader III (BUD3)	\$113.59	\$201.35	\$34.08	\$349.01
Business Development Leader IV (BUD4)	\$155.40	\$275.46	\$46.62	\$477.48
BU/COE Sr. Manager I (BUS1)	\$88.81	\$157.43	\$26.64	\$272.88
BU/COE Sr. Manager II (BUS2)	\$122.17	\$216.55	\$36.65	\$375.37
BU/COE Sr. Manager III (BUS3)	\$164.85	\$292.21	\$49.46	\$506.52
CAD Technician I (CAD1)	\$31.19	\$55.29	\$9.36	\$95.84
CAD Technician II (CAD2)	\$39.52	\$70.05	\$11.86	\$121.43
CAD Technician III (CAD3)	\$41.04	\$72.75	\$12.31	\$126.10
CAD Technician IV (CAD4)	\$58.16	\$103.10	\$17.45	\$178.71
CAD Technician V (CAD5)	\$59.24	\$105.01	\$17.77	\$182.02
COE Delivery Leader I (CDL1)	\$54.32	\$96.28	\$16.29	\$166.89
COE Delivery Leader II (CDL2)	\$61.63	\$109.25	\$18.49	\$189.38
COE Delivery Leader III (CDL3)	\$92.49	\$163.94	\$27.75	\$284.17
Construction Inspector I (CIN1)	\$38.50	\$68.25	\$11.55	\$118.30
Construction Inspector II (CIN2)	\$44.85	\$79.50	\$13.46	\$137.81
Construction Inspector III (CIN3)	\$53.29	\$94.46	\$15.99	\$163.73
Construction Inspector IV (CIN4)	\$64.98	\$115.19	\$19.49	\$199.66
Construction Inspector V (CIN5)	\$70.00	\$124.08	\$21.00	\$215.08
Construction Services Manager I (CSM1)	\$44.31	\$78.54	\$13.29	\$136.14
Construction Services Manager II (CSM2)	\$54.27	\$96.20	\$16.28	\$166.75
Construction Services Manager III (CSM3)	\$81.10	\$143.76	\$24.33	\$249.19
Construction Services Manager IV (CSM4)	\$86.43	\$153.21	\$25.93	\$265.57
Deputy Construction Manager (DCON)	\$46.45	\$82.33	\$13.93	\$142.71
Designer I (DES1)	\$37.05	\$65.67	\$11.11	\$113.84
Designer II (DES2)	\$48.30	\$85.62	\$14.49	\$148.41
Designer III (DES3)	\$61.95	\$109.81	\$18.59	\$190.35
Designer IV (DES4)	\$72.47	\$128.46	\$21.74	\$222.67
Designer V (DES5)	\$74.09	\$131.34	\$22.23	\$227.66
Electrical Engineer II (ELE2)	\$53.13	\$94.18	\$15.94	\$163.25

Electrical Engineer III (ELE3)	\$52.08	\$92.32	\$15.62	\$160.02
Engineering Designer I (END1)	\$45.13	\$80.00	\$13.54	\$138.66
Engineering Designer II (END2)	\$56.13	\$99.50	\$16.84	\$172.47
Engineering Designer III (END3)	\$62.15	\$110.17	\$18.65	\$190.96
Engineer III (ENG3)	\$64.94	\$115.11	\$19.48	\$199.52
Engineer IV (ENG4)	\$72.98	\$129.36	\$21.89	\$224.23
Engineer V (ENG5)	\$82.95	\$147.04	\$24.89	\$254.87
Engineer VI (ENG6)	\$96.60	\$171.23	\$28.98	\$296.81
Engineer VII (ENG7)	\$119.70	\$212.18	\$35.91	\$367.79
Flight Operations Manager (FLOM)	\$81.23	\$143.99	\$24.37	\$249.59
Field Survey Technician I (FST1)	\$28.35	\$50.25	\$8.51	\$87.11
Field Survey Technician II (FST2)	\$30.62	\$54.28	\$9.19	\$94.10
Field Survey Technician III (FST3)	\$34.67	\$61.45	\$10.40	\$106.52
Field Survey Technician IV (FST4)	\$37.14	\$65.83	\$11.14	\$114.12
GIS Analyst II (GIA2)	\$47.25	\$83.76	\$14.18	\$145.18
GIS Analyst III (GIA3)	\$51.99	\$92.15	\$15.60	\$159.74
GIS Analyst IV (GIA4)	\$55.65	\$98.65	\$16.70	\$170.99
GIS Manager (GISM)	\$61.95	\$109.81	\$18.59	\$190.35
Graphic Designer II (GRD2)	\$48.30	\$85.62	\$14.49	\$148.41
Graphic Designer III (GRD3)	\$51.65	\$91.55	\$15.49	\$158.69
Geospatial Technician I (GST1)	\$41.18	\$73.00	\$12.35	\$126.53
Geospatial Technician II (GST2)	\$45.00	\$79.77	\$13.50	\$138.27
Geospatial Technician III (GST3)	\$51.50	\$91.29	\$15.45	\$158.24
Geospatial Technician IV (GST4)	\$64.18	\$113.77	\$19.25	\$197.20
Hydrographer I (HYD1)	\$32.49	\$57.58	\$9.75	\$99.81
Hydrographer II (HYD2)	\$35.09	\$62.19	\$10.53	\$107.80
Hydrographer III (HYD3)	\$42.00	\$74.45	\$12.60	\$129.05
Hydrographer IV (HYD4)	\$61.86	\$109.66	\$18.56	\$190.08
Hydrographer V (HYD5)	\$73.50	\$130.29	\$22.05	\$225.84
Hydrographer VI (HYD6)	\$85.00	\$150.67	\$25.50	\$261.17
Intern I (INT1)	\$27.52	\$48.77	\$8.25	\$84.54
Intern II (INT2)	\$24.05	\$42.63	\$7.21	\$73.89
Landscape Designer I (LAD1)	\$30.87	\$54.72	\$9.26	\$94.85
Landscape Designer IV (LAD4)	\$50.04	\$88.70	\$15.01	\$153.75
Landscape Architect II (LAR2)	\$43.50	\$77.11	\$13.05	\$133.66
Landscape Architect III (LAR3)	\$51.54	\$91.36	\$15.46	\$158.37
Landscape Architect IV (LAR4)	\$63.53	\$112.61	\$19.06	\$195.19
Landscape Architect V (LAR5)	\$65.61	\$116.30	\$19.68	\$201.59
Office Survey Technician I (OST1)	\$35.18	\$62.35	\$10.55	\$108.08
Office Survey Technician II (OST2)	\$35.28	\$62.54	\$10.58	\$108.40
Office Survey Technician III (OST3)	\$42.71	\$75.71	\$12.81	\$131.24
Office Survey Technician IV (OST4)	\$48.15	\$85.35	\$14.45	\$147.95
Office Survey Technician V (OST5)	\$50.83	\$90.10	\$15.25	\$156.18
Office Survey Technician VI (OST6)	\$56.00	\$99.27	\$16.80	\$172.07
Project Accountant II (PAC2)	\$37.91	\$67.19	\$11.37	\$116.47

Project Accountant III (PAC3)	\$43.58	\$77.25	\$13.07	\$133.90
Project Accountant IV (PAC4)	\$49.35	\$87.48	\$14.81	\$151.63
Project Accountant V (PAC5)	\$53.32	\$94.51	\$16.00	\$163.83
Party Chief I (PCH1)	\$38.33	\$67.93	\$11.50	\$117.76
Party Chief II (PCH2)	\$44.18	\$78.31	\$13.25	\$135.75
Party Chief III (PCH3)	\$50.69	\$89.85	\$15.21	\$155.74
Party Chief IV (PCH4)	\$58.28	\$103.30	\$17.48	\$179.06
Party Chief V (PCH5)	\$65.00	\$115.22	\$19.50	\$199.72
Project Controls Specialist I (PCS1)	\$41.00	\$72.68	\$12.30	\$125.98
Project Controls Specialist II (PCS2)	\$48.00	\$85.08	\$14.40	\$147.48
Project Controls Specialist III (PCS3)	\$53.97	\$95.67	\$16.19	\$165.83
Project Controls Specialist IV (PCS4)	\$63.29	\$112.18	\$18.99	\$194.45
Project Controls Specialist V (PCS5)	\$72.44	\$128.41	\$21.73	\$222.58
Project Coordinator I (PJC1)	\$33.50	\$59.38	\$10.05	\$102.93
Project Coordinator II (PJC2)	\$36.87	\$65.36	\$11.06	\$113.29
Project Coordinator III (PJC3)	\$41.30	\$73.21	\$12.39	\$126.90
Project Coordinator IV (PJC4)	\$46.14	\$81.80	\$13.84	\$141.78
Project Coordinator V (PJC5)	\$51.54	\$91.36	\$15.46	\$158.37
Project Coordinator VI (PJC6)	\$61.50	\$109.01	\$18.45	\$188.96
Project Manager I (PJM1)	\$59.24	\$105.01	\$17.77	\$182.02
Project Manager II (PJM2)	\$71.48	\$126.70	\$21.44	\$219.62
Project Manager III (PJM3)	\$86.58	\$153.47	\$25.97	\$266.03
Project Manager IV (PJM4)	\$106.04	\$187.97	\$31.81	\$325.82
Project Manager V (PJM5)	\$124.95	\$221.49	\$37.49	\$383.92
Project Manager VI (PJM6)	\$138.60	\$245.68	\$41.58	\$425.86
Planner I (PLN1)	\$38.99	\$69.12	\$11.70	\$119.80
Planner II (PLN2)	\$48.74	\$86.41	\$14.62	\$149.77
Planner III (PLN3)	\$61.12	\$108.34	\$18.34	\$187.80
Planner IV (PLN4)	\$72.53	\$128.56	\$21.76	\$222.85
Project Surveyor I (PSV1)	\$56.84	\$100.75	\$17.05	\$174.65
Project Surveyor II (PSV2)	\$56.18	\$99.58	\$16.85	\$172.60
Project Surveyor III (PSV3)	\$65.10	\$115.40	\$19.53	\$200.03
Project Surveyor IV (PSV4)	\$75.60	\$134.01	\$22.68	\$232.29
QA/QC Specialist II (QAC2)	\$43.23	\$76.63	\$12.97	\$132.84
QA/QC Specialist III (QAC3)	\$54.60	\$96.78	\$16.38	\$167.76
QA/QC Specialist IV (QAC4)	\$96.60	\$171.23	\$28.98	\$296.81
Remote Pilot I (RPL1)	\$30.56	\$54.16	\$9.17	\$93.88
Remote Pilot II (RPL2)	\$44.18	\$78.31	\$13.25	\$135.75
Remote Pilot III (RPL3)	\$68.25	\$120.98	\$20.48	\$209.70
Survey Analyst I (SAN1)	\$40.72	\$72.18	\$12.22	\$125.12
Survey Analyst II (SAN2)	\$60.38	\$107.02	\$18.11	\$185.51
Scientist I (SCI1)	\$38.71	\$68.62	\$11.61	\$118.95
Scientist II (SCI2)	\$43.05	\$76.31	\$12.92	\$132.28
Scientist III (SCI3)	\$45.48	\$80.62	\$13.65	\$139.75
Scientist IV (SCI4)	\$76.65	\$135.87	\$23.00	\$235.51

Support Svcs Specialist II (SSS2)	\$23.27	\$41.26	\$6.98	\$71.51
Support Svcs Specialist III (SSS3)	\$32.51	\$57.63	\$9.75	\$99.90
Support Svcs Specialist IV (SSS4)	\$35.00	\$62.04	\$10.50	\$107.54
Support Svcs Specialist V (SSS5)	\$43.00	\$76.22	\$12.90	\$132.12
Support Svcs Specialist VI (SSS6)	\$50.00	\$88.63	\$15.00	\$153.63
Support Svcs Specialist VII (SSS7)	\$58.80	\$104.23	\$17.64	\$180.67
Survey Manager I (SVM1)	\$66.93	\$118.65	\$20.08	\$205.66
Survey Manager II (SVM2)	\$80.85	\$143.31	\$24.26	\$248.42
Survey Manager III (SVM3)	\$85.05	\$150.76	\$25.52	\$261.32



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

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 17, 2025

David Evans and Associates, Inc
703 Douglas Fir Dr.
Magnolia, TX, 77354

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.26% of direct labor (rate includes 0.90% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Apr 18, 2025 06:39 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Exhibit E

Sub-consultant Cost Computations

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 attached Exhibit E](#)

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

HWA Geosciences

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Principal IX	6		\$ 327.84		\$1,967
2	Geotechnical Engineer VIII	138		\$ 303.09		\$41,827
3	Geotechnical Engineer V	159		\$ 207.22		\$32,948
4	Geotechnical Engineer III	128		\$ 154.64		\$19,794
5	Geotechnical Engineer III	140		\$ 132.99		\$18,619
6	Geologist V	20		\$ 167.01		\$3,340
7	Geologist III	134		\$ 136.08		\$18,235
8	Geologist II	106		\$ 105.16		\$11,146
9	CAD	17		\$ 111.34		\$1,893
10	Administrative Support	16		\$ 163.92		\$2,623
		Total Hrs.	864			

Salary Cost **\$ 152,392**

Direct Expenses	No.	Unit	Each	Cost
<i>Geotechnical Work</i>				
Laboratory Testing	1	LS	\$8,560.00	\$ 8,560.00
4.1.1 Testing		LS	\$2,620	
10.1.1 Testing		LS	\$5,940	
Locates	2	LS	\$600	\$ 1,200.00
Groundwater Transducers Rentals	3	EA	\$650	\$ 1,950.00
Traffic Control Plans	1	LS	\$1,500	\$ 1,500.00
Traffic Control Rental (lane closure)	1	LS	\$9,000	\$ 9,000.00
Drilling Subcontractor (with 2 wells)	1	LS	\$18,000	\$18,000.00
Mileage	385	miles @	\$0.700 /mile	\$ 270.00
SUBTOTAL				\$40,480.00
<i>Pavement Testing Work</i>				
Laboratory Testing	1	LS	\$2,800.00	\$ 2,800.00
GPS for Core Locations	2	Day	\$75	\$ 150.00
Traffic Control Plans	40	SHEET	\$150	\$ 6,000.00
FWD Rate	10	HR	\$1,000	\$10,000.00
Pavement Coring	40	EA	\$80	\$ 3,200.00
Traffic Control Plan with UPO and Rentals	1	LS	\$63,900	\$63,900.00
Mileage	570	miles @	\$0.700 /mile	\$ 400.00
SUBTOTAL				\$86,450.00

Subtotal **\$ 126,930**

HWA Geosciences Total **\$ 279,322**

Printed: 8/6/2025, 4:25 PM

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

HWA Geosciences

Work Element #	Work Element	1	2	3	4	5	6	7	8	9	10	HWA Total hrs	HWA Total \$
		Principal IX	Geotechnical Engineer VIII	Geotechnical Engineer V	Geotechnical Engineer III	Geotechnical Engineer III	Geologist V	Geologist III	Geologist II	CAD	Administrative Support		
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs		
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL											0	
2.1	Project Management											0	
2.2	Subconsultant Coordination											0	
2.3	Develop Project Schedule											0	
2.4	Monthly Invoices/Progress Reports											0	\$0
2.5	Project Kick-off Meeting and Progress Meetings											0	
2.6	Quality Control/Quality Assurance Review											0	\$0
2.7	Change Management											0	
												0	
	Work Element 2.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	
3.0	SURVEY											0	\$0
3.1	Data Collection											0	\$0
3.2	Horizontal and Vertical Control Network											0	\$0
3.3	Establish Road Centerline Alignments and Right-of-Ways for Corridor (Basemap)											0	\$0
3.4	Topographic Survey											0	\$0
3.5	Future Survey Needs											0	\$0
3.6	Underground Utilities											0	\$0
												0	\$0
	Work Element 3.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
4.0	ENVIRONMENTAL DOCUMENTATION											0	\$0
4.1	Environmental Technical Reports											0	\$0
4.1.1	Geology and Soils Technical Report	2	19	57		42	8	20		2	6	156	\$29,075
4.1.2	Critical Areas Report											0	\$0
4.2	SEPA Environmental Documentation											0	\$0
4.2.1	Compliance with Governor's Executive Order 21-02											0	\$0
4.2.2	Environmental Checklist											0	\$0
4.3	Environmental Permitting											0	\$0
4.3.1	WDFW Hydraulic Project Approval (HPA)											0	\$0
4.3.2	Redmond Permits											0	\$0
4.3.3	NPDES Permit and SWPPP											0	\$0
												0	\$0
	Work Element 4.0 Total	2	19	57	0	42	8	20	0	2	6	156	\$29,075
												0	\$0
5.0	TREE EVALUATION											0	\$0
5.1	Tree Documentation											0	\$0
5.2	Arborist Site Walk with Design Team											0	\$0
												0	\$0
	Work Element 5.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
6.0	ALTERNATIVES ANALYSIS (10% Design)											0	\$0
6.1	Project Site Visits (3 Total)											0	\$0
6.2	Alternative Analysis/Alternatives Analysis Summary Document (10% Design)											0	\$0
	Draft											0	\$0
	Final											0	\$0
	Colored Roll Plots/11"x17" exhibits											0	\$0
												0	\$0
	Work Element 6.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0

HWA Geosciences		1	2	3	4	5	6	7	8	9	10		
Work Element #	Work Element	Principal IX	Geotechnical Engineer VIII	Geotechnical Engineer V	Geotechnical Engineer III	Geotechnical Engineer III	Geologist V	Geologist III	Geologist II	CAD	Administrative Support	HWA	HWA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
7.0	PUBLIC INVOLVEMENT											0	\$0
7.1	Outreach Materials and Notifications											0	\$0
												0	\$0
	Work Element 7.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
8.0	ILLUMINATION											0	\$0
8.1	Preliminary Illumination Design (30% Completion)											0	\$0
8.2	Roadway and Shared Use Path Illumination Design											0	\$0
												0	\$0
	Work Element 8.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)											0	\$0
9.1	Preliminary Design (30% Completion)											0	\$0
9.2	Utility Location and Coordination (30%)											0	\$0
												0	\$0
	Work Element 9.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
10.0	GEOTECHNICAL											0	\$0
10.1	Geotechnical Investigation (Final)											0	\$0
10.1.1	Contingency: Data Review, Supplemental Field Explorations, and Laboratory Testing			18		52		16		2		88	\$13,045
10.1.2	Geotechnical Analyses and Design Report	2	35	84		46	12			5	6	190	\$38,332
												0	\$0
	Work Element 10.0 Total	2	35	102	0	98	12	16	0	7	6	278	\$51,378
												0	\$0
11.0	UTILITY COORDINATION											0	\$0
11.1	Utility Coordination											0	\$0
11.2	Utility Conflict Resolution and Potholing											0	\$0
												0	\$0
	Work Element 11.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
12.0	HYDRAULIC REPORT											0	\$0
12.1	Preliminary and Final Hydraulic Report											0	\$0
	Draft											0	\$0
	Final											0	\$0
												0	\$0
	Work Element 12.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
13.0	Pavement Report											0	\$0
	Traffic Control											0	\$0
	Draft	1	80		128			98	106	8	2	423	\$70,070
	Final	1	4								2	7	\$1,868
												0	\$0
	Work Element 13.0 Total	2	84	0	128	0	0	98	106	8	4	430	\$71,939

HWA Geosciences		1	2	3	4	5	6	7	8	9	10		
Work Element #	Work Element	Principal IX	Geotechnical Engineer VIII	Geotechnical Engineer V	Geotechnical Engineer III	Geotechnical Engineer III	Geologist V	Geologist III	Geologist II	CAD	Administrative Support	HWA	HWA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
												0	\$0
14.0	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)											0	\$0
14.1	60% Submittal											0	\$0
14.1.1	60% Plans											0	\$0
14.1.2	60% Estimate											0	\$0
14.1.3	60% Specifications											0	\$0
14.2	90% Submittal											0	\$0
14.2.1	90% Plans											0	\$0
14.2.2	90% Estimate											0	\$0
14.2.3	90% Specifications											0	\$0
14.2.4	90% Construction Schedule											0	\$0
14.2.5	90% Design Report											0	\$0
14.3	100% Submittal											0	\$0
14.4	Bid Ready Documents											0	\$0
	Work Element 14.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
15.0	RIGHT-OF-WAY											0	\$0
15.1	Parcel Exhibits											0	\$0
15.2	Legal Descriptions											0	\$0
15.3	Real Estate Services											0	\$0
	Work Element 15.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
16.0	Bid and Award Support											0	\$0
	Pre-Bid Meeting											0	\$0
	Pre-Construction Meeting											0	\$0
	Bidder Questions/Addendum											0	\$0
	Work Element 16.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
17.0	Optional Services											0	\$0
	Work Element 17.0 Total	0	0	0	0	0	0	0	0	0	0	0	\$0
												0	\$0
	EXPENSES												\$126,930
	SALARY ESCALATION												
PROJECT WORK ELEMENTS TOTALS		6	138	159	128	140	20	134	106	17	16	864	\$279,321.53



**Washington State
Department of Transportation**

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

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 2, 2025

HWA GeoSciences, Inc
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:


We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 3, 2025 07:03 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

ProgramX

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Project Manager	129		\$ 210.00		\$27,090
2	Acquisition Specialist	30		\$ 135.00		\$4,050
Total Hrs.		159				

Salary Cost	\$ 31,140
--------------------	------------------

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs	0	LS	\$75.00	\$ -
Recordings	3	Each	\$310.00	\$ 930.00
Mileage	588	miles @	\$0.700 /mile	\$ 411.60
Subtotal				\$ 1,342

ProgramX Total	\$ 32,482
-----------------------	------------------

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

ProgramX

1 2

Work Element #	Work Element	Project Manager Total hrs	Acquisition Specialist Total hrs	PRX Total hrs	PRX Total \$
				0	
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL			0	\$0
2.1	Project Management			0	\$0
2.2	Subconsultant Coordination			0	\$0
2.3	Develop Project Schedule			0	\$0
2.4	Monthly Invoices/Progress Reports			0	\$0
2.5	Project Kick-off Meeting and Progress Meetings			0	\$0
2.6	Quality Control/Quality Assurance Review			0	\$0
2.7	Change Management			0	\$0
				0	
	Work Element 2.0 Total	0	0	0	\$0
				0	
3.0	SURVEY			0	\$0
3.1	Data Collection			0	\$0
3.2	Horizontal and Vertical Control Network			0	\$0
3.3	Establish Road Centerline Alignments and Right-of-Ways for Corridor (Basemap)			0	\$0
3.4	Topographic Survey			0	\$0
3.5	Future Survey Needs			0	\$0
3.6	Underground Utilities			0	\$0
				0	\$0
	Work Element 3.0 Total	0	0	0	\$0
				0	\$0
4.0	ENVIRONMENTAL DOCUMENTATION			0	\$0
4.1	Environmental Technical Reports			0	\$0
4.1.1	Geology and Soils Technical Report			0	\$0
4.1.2	Critical Areas Report			0	\$0
4.2	SEPA Environmental Documentation			0	\$0
4.2.1	Compliance with Governor's Executive Order 21-02			0	\$0
4.2.2	Environmental Checklist			0	\$0
4.3	Environmental Permitting			0	\$0
4.3.1	WDFW Hydraulic Project Approval (HPA)			0	\$0
4.3.2	Redmond Permits			0	\$0
4.3.3	NPDES Permit and SWPPP			0	\$0
				0	\$0
	Work Element 4.0 Total	0	0	0	\$0
				0	\$0
5.0	TREE EVALUATION			0	\$0
5.1	Tree Documentation			0	\$0
5.2	Arborist Site Walk with Design Team			0	\$0
				0	\$0
	Work Element 5.0 Total	0	0	0	\$0
				0	\$0
6.0	ALTERNATIVES ANALYSIS (10% Design)			0	\$0
6.1	Project Site Visits (3 Total)			0	\$0
6.2	Alternative Analysis/Alternatives Analysis Summary Document (10% Design)			0	\$0
	Draft			0	\$0
	Final			0	\$0
	Colored Roll Plots/11"x17" exhibits			0	\$0
				0	\$0
	Work Element 6.0 Total	0	0	0	\$0

ProgramX					
Work Element #	Work Element	1	2	PRX Total hrs	PRX Total \$
		Project Manager	Acquisition Specialist		
		Total hrs	Total hrs		
				0	\$0
7.0	PUBLIC INVOLVEMENT			0	\$0
7.1	Outreach Materials and Notifications			0	\$0
				0	\$0
	Work Element 7.0 Total	0	0	0	\$0
				0	\$0
8.0	ILLUMINATION			0	\$0
8.1	Preliminary Illumination Design (30% Completion)			0	\$0
8.2	Roadway and Shared Use Path Illumination Design			0	\$0
				0	\$0
	Work Element 8.0 Total	0	0	0	\$0
				0	\$0
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)			0	\$0
9.1	Preliminary Design (30% Completion)			0	\$0
9.2	Utility Location and Coordination (30%)			0	\$0
				0	\$0
	Work Element 9.0 Total	0	0	0	\$0
				0	\$0
10.0	GEOTECHNICAL			0	\$0
10.1	Geotechnical Investigation (Final)			0	\$0
10.1.1	Contingency: Data Review, Supplemental Field Explorations, and Labortary Testing			0	\$0
10.1.2	Geotechnical Analyses and Design Report			0	\$0
				0	\$0
	Work Element 10.0 Total	0	0	0	\$0
				0	\$0
11.0	UTILITY COORDINATION			0	\$0
11.1	Utility Coordination			0	\$0
11.2	Utility Conflict Resolution and Potholing			0	\$0
				0	\$0
	Work Element 11.0 Total	0	0	0	\$0
				0	\$0
12.0	HYDRAULIC REPORT			0	\$0
12.1	Preliminary and Final Hydraulic Report			0	\$0
	Draft			0	\$0
	Final			0	\$0
				0	\$0
	Work Element 12.0 Total	0	0	0	\$0
				0	\$0
13.0	Pavement Report			0	\$0
	Traffic Control			0	\$0
	Draft			0	\$0
	Final			0	\$0
				0	\$0
	Work Element 13.0 Total	0	0	0	\$0

ProgramX					
Work Element #	Work Element	1	2	PRX Total hrs	PRX Total \$
		Project Manager	Acquisition Specialist		
		Total hrs	Total hrs		
				0	\$0
14.0	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)			0	\$0
14.1	60% Submittal			0	\$0
14.1.1	60% Plans			0	\$0
14.1.2	60% Estimate			0	\$0
14.1.3	60% Specifications			0	\$0
14.2	90% Submittal			0	\$0
14.2.1	90% Plans			0	\$0
14.2.2	90% Estimate			0	\$0
14.2.3	90% Specifications			0	\$0
14.2.4	90% Construction Schedule			0	\$0
14.2.5	90% Design Report			0	\$0
14.3	100% Submittal			0	\$0
14.4	Bid Ready Documents			0	\$0
				0	\$0
	Work Element 14.0 Total	0	0	0	\$0
				0	\$0
15.0	RIGHT-OF-WAY			0	\$0
15.1	Parcel Exhibits			0	\$0
15.2	Legal Descriptions			0	\$0
15.3	Real Estate Services			0	\$0
	ROW PM	24		24	\$5,040
	Title Review/Documentation Preparations		30	30	\$4,050
	Appraisal Waiver Valuations	30		30	\$6,300
	Negotiations, Admin Justification, Closings	75		75	\$15,750
				0	\$0
	Work Element 15.0 Total	129	30	159	\$31,140
				0	\$0
16.0	Bid and Award Support			0	\$0
	Pre-Bid Meeting			0	\$0
	Pre-Construction Meeting			0	\$0
	Bidder Questions/Addendum			0	\$0
				0	\$0
	Work Element 16.0 Total	0	0	0	\$0
				0	\$0
17.0	Optional Services			0	\$0
	Work Element 17.0 Total	0	0	0	\$0
				0	\$0
	EXPENSES				\$1,342
	SALARY ESCALATION				
PROJECT WORK ELEMENTS TOTALS		129	30	159	\$32,482



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 14, 2024

Hutch Goodman
Program X, LLC
2901 163rd Ave E
Lake Tapps, WA 98391

Re: Program X, LLC
Safe Harbor Indirect Cost Rate Addendum

Dear Hutch:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 13, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A blue ink signature of Jarron Elter, consisting of a stylized 'J' and 'E'.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya, MS 47323
File

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

Toole Design Group

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Engineering Lead III	4		\$ 316.00		\$1,264
2	Engineering Lead II	62		\$ 308.00		\$19,096
3	Engineering Lead II	70		\$ 308.00		\$21,560
4	Project Engineer II	162		\$ 214.00		\$34,668
5	Engineer III	20		\$ 172.00		\$3,440
6	Engineer I	218		\$ 142.00		\$30,956
		Total Hrs.	536			

Salary Cost	\$ 110,984
--------------------	-------------------

Direct Expenses	No.	Unit	Each	Cost
Vehicle Rental	0	@	\$925 LS	\$ -
Mileage	60	miles @	\$0.700 /mile	\$ 42.00
Subtotal				\$ 42

Toole Design Group Total	\$ 111,026
---------------------------------	-------------------

Exhibit E
City of Redmond
NE 40th Street Shared Use Path (163rd to 172nd)

Toole Design Group

Work Element #	Work Element	1	2	3	4	5	6	TDG Total hrs	TDG Total \$
		Engineering Lead III Total hrs	Engineering Lead II Total hrs	Engineering Lead II Total hrs	Project Engineer II Total hrs	Engineer III Total hrs	Engineer I Total hrs		
								0	
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL							0	\$0
2.1	Project Management							0	\$0
2.2	Subconsultant Coordination							0	\$0
2.3	Develop Project Schedule							0	\$0
2.4	Monthly Invoices/Progress Reports	2	2		8			12	\$2,960
2.5	Project Kick-off Meeting and Progress Meetings		4	4	16			24	\$5,888
2.6	Quality Control/Quality Assurance Review	2	6	4	4			16	\$4,568
2.7	Change Management							0	\$0
								0	
	Work Element 2.0 Total	4	12	8	28	0	0	52	\$13,416
								0	
3.0	SURVEY							0	\$0
3.1	Data Collection							0	\$0
3.2	Horizontal and Vertical Control Network							0	\$0
3.3	Establish Road Centerline Alignments and Right-of-Ways for Corridor (Basemap)							0	\$0
3.4	Topographic Survey							0	\$0
3.5	Future Survey Needs							0	\$0
3.6	Underground Utilities							0	\$0
								0	\$0
	Work Element 3.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
4.0	ENVIRONMENTAL DOCUMENTATION							0	\$0
4.1	Environmental Technical Reports							0	\$0
4.1.1	Geology and Soils Technical Report							0	\$0
4.1.2	Critical Areas Report							0	\$0
4.2	SEPA Environmental Documentation							0	\$0
4.2.1	Compliance with Governor's Executive Order 21-02							0	\$0
4.2.2	Environmental Checklist							0	\$0
4.3	Environmental Permitting							0	\$0
4.3.1	WDFW Hydraulic Project Approval (HPA)							0	\$0
4.3.2	Redmond Permits							0	\$0
4.3.3	NPDES Permit and SWPPP							0	\$0
								0	\$0
	Work Element 4.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
5.0	TREE EVALUATION							0	\$0
5.1	Tree Documentation							0	\$0
5.2	Arborist Site Walk with Design Team							0	\$0
								0	\$0
	Work Element 5.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
6.0	ALTERNATIVES ANALYSIS (10% Design)							0	\$0
6.1	Project Site Visits (3 Total)			4	4		4	12	\$2,656
6.2	Alternative Analysis/Alternatives Analysis Summary Document (10% Design)							0	\$0
	Draft		16	16	50	2	38	122	\$26,296
	Final		2	2	6			10	\$2,516
	Colored Roll Plots/11"x17" exhibits		2	2	6		12	22	\$4,220
								0	\$0
	Work Element 6.0 Total	0	20	24	66	2	54	166	\$35,688

Toole Design Group		1	2	3	4	5	6		
Work Element #	Work Element	Engineering Lead III	Engineering Lead II	Engineering Lead II	Project Engineer II	Engineer III	Engineer I	TDG	TDG
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
7.0	PUBLIC INVOLVEMENT							0	\$0
7.1	Outreach Materials and Notifications				2		4	6	\$996
								0	\$0
	Work Element 7.0 Total	0	0	0	2	0	4	6	\$996
								0	\$0
8.0	ILLUMINATION							0	\$0
8.1	Preliminary Illumination Design (30% Completion)							0	\$0
8.2	Roadway and Shared Use Path Illumination Design							0	\$0
								0	\$0
	Work Element 8.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)							0	\$0
9.1	Preliminary Design (30% Completion)		4	4	12		48	68	\$11,848
9.2	Utility Location and Coordination (30%)							0	\$0
								0	\$0
	Work Element 9.0 Total	0	4	4	12	0	48	68	\$11,848
								0	\$0
10.0	GEOTECHNICAL							0	\$0
10.1	Geotechnical Investigation (Final)							0	\$0
10.1.1	Contingency: Data Review, Supplemental Field Explorations, and Labortary Testing							0	\$0
10.1.2	Geotechnical Analyses and Design Report							0	\$0
								0	\$0
	Work Element 10.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
11.0	UTILITY COORDINATION							0	\$0
11.1	Utility Coordination							0	\$0
11.2	Utility Conflict Resolution and Potholing							0	\$0
								0	\$0
	Work Element 11.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
12.0	HYDRAULIC REPORT							0	\$0
12.1	Preliminary and Final Hydraulic Report							0	\$0
	Draft							0	\$0
	Final							0	\$0
								0	\$0
	Work Element 12.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
13.0	Pavement Report							0	\$0
	Traffic Control							0	\$0
	Draft							0	\$0
	Final							0	\$0
								0	\$0
	Work Element 13.0 Total	0	0	0	0	0	0	0	\$0

Toole Design Group		1	2	3	4	5	6		
Work Element #	Work Element	Engineering Lead III	Engineering Lead II	Engineering Lead II	Project Engineer II	Engineer III	Engineer I	TDG	TDG
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
								0	\$0
14.0	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)							0	\$0
14.1	60% Submittal							0	\$0
14.1.1	60% Plans		2	2	8		40	52	\$8,624
14.1.2	60% Estimate		2	2	4	4	12	24	\$4,480
14.1.3	60% Specifications		2	4	2			8	\$2,276
14.2	90% Submittal							0	\$0
14.2.1	90% Plans		2	2	8		32	44	\$7,488
14.2.2	90% Estimate		2	2	4	4	6	18	\$3,628
14.2.3	90% Specifications		2	4	2			8	\$2,276
14.2.4	90% Construction Schedule							0	\$0
14.2.5	90% Design Report		2	2	4			8	\$2,088
14.3	100% Submittal		8	10	14	4	12	48	\$10,932
14.4	Bid Ready Documents		2	4	4	4	2	16	\$3,676
								0	\$0
	Work Element 14.0 Total	0	24	32	50	16	104	226	\$45,468
								0	\$0
15.0	RIGHT-OF-WAY							0	\$0
15.1	Parcel Exhibits							0	\$0
15.2	Legal Descriptions							0	\$0
15.3	Real Estate Services							0	\$0
								0	\$0
	Work Element 15.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
16.0	Bid and Award Support							0	\$0
	Pre-Bid Meeting							0	\$0
	Pre-Construction Meeting							0	\$0
	Bidder Questions/Addendum		2	2	4	2	8	18	\$3,568
								0	\$0
	Work Element 16.0 Total	0	2	2	4	2	8	18	\$3,568
								0	\$0
17.0	Optional Services							0	\$0
								0	\$0
	Work Element 17.0 Total	0	0	0	0	0	0	0	\$0
								0	\$0
	EXPENSES								\$42
	SALARY ESCALATION								
PROJECT WORK ELEMENTS TOTALS		4	62	70	162	20	218	536	\$111,026.00



**Washington State
Department of Transportation**

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

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 16, 2025

Toole Design Group, LLC and Subsidiary and Affiliates
8484 Georgia Avenue, Suite 800
Silver Springs, MD 2091

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Hilda Sun:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.35% of direct labor (rate includes 0.09% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 16, 2025 12:59 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

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

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***

- 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

☐ 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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.

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

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

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