

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: \$325,027 Management Reserve: <u>27,070</u> <div style="text-align: right;">\$351,097</div>

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
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- ~~Exhibit H Liability Insurance Increase~~ Not Applicable
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- Exhibit J Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Joseph O'Leary
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: jpoleary@redmond.gov
Phone: (425) 556-2738
Facsimile: (425) 556-2727

If to CONSULTANT:

Name: Jerome Didier
Agency: Perteet, Inc.
Address: 2707 Colby Ave, #900
City: Everett State: WA Zip: 98201
Email: jerome.didier@perteet.com
Phone: (425) 252-7700
Facsimile: (425) 339-6018

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Joseph O'Leary
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: jpoleary@redmond.gov
Phone: (425) 556-2738
Facsimile: (425) 556-2727

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

CITY OF REDMOND

Signature

Date

PERTEET, INC.

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 Exhibit A

**EXHIBIT A
SCOPE OF SERVICES
City of Redmond
Avondale Road Pavement Preservation**

City Project Number: 20012120

Federal Aid Project Funding Number: XXXXX

INTRODUCTION

The purpose of this project phase is to prepare preliminary and final design for preservation and rehabilitating the pavement of Avondale Road between the limits of just north of Union Hill Road to NE 90th Street. The project limits include the bridge deck spanning Bear Creek.

Total project corridor length is approximately 2,500 feet, with the principal focus being rehabilitating of the pavement. With the project's federal funding it will also be necessary to address elements of the existing curb ramps and pedestrian signals (associated signals if necessary) to meet ADA requirements.

The services by the Consultant include survey to augment City GIS information, base map preparation, geotechnical investigations, agency coordination (with WSDOT), design engineering, the preparation of construction plans, contract provisions, and opinions of cost.

The paving limits include:

- Begin paving north of the PCC Union Hill Road intersection, end paving south of the of NE 90th Street intersection.
- Paving will follow the curb line of Avondale Road, from point of curvature to point of curvature (PC to PC) across cross streets. Cross streets, private roads, and access points will not be paved.

Also included in the work will be various location of full depth pavement repair, upgrading existing pedestrian curb ramps, improvements to select existing stormwater and sanitary sewer frame and grates, water valve boxes, replacement of median curbs may be needed in some locations, and the replacement of traffic loops.

This Scope of Services assumes that no detention, water quality facilities, or upsizing of the conveyance system will be necessary for the project.

This Scope of Services assumes right of way acquisition, right-of-entries, or temporary construction easements will not be necessary to construct the improvements.

The preliminary and final design engineering phase is anticipated to start in June 2022 and will be completed by the end of March 2023.

Future project phases may include a Construction Engineering Services phase. The scope and extent of construction engineering services will be determined after final design.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level. Budget management and transfers between the Consultant and subconsultants must be approved by the City through the Consultant's change management process.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the Tasks to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

Task 1 – Project Management and Coordination

Task 2 – Survey and Basemapping (1 Alliance Geomatics)

Task 3 – Geotechnical Investigations (HWA GeoSciences)

Task 4 - Design Memorandum & Preliminary Plan

Task 5 – Bicycle Lane Options

Task 6 – Curb Ramp Design and Coordination

Task 7 – Maximum Extent Feasible (MEF) Documentation

Task 8 – Utility Coordination

Task 9 – Environmental Permitting and Documentation

Task 10 – WSDOT Coordination

Task 11 – Community Outreach and Support

Task 12 – Traffic Management Control Plan

Task 13 – 75% PS&E

Task 14 – 100% PS&E

Task 15 – Final and Ad-Ready PS&E

Task 16 – Bidding Assistance

Optional Services

With prior written approval by the City and written notice-to-proceed, Tasks described in this scope of services as optional services (as directed) may be produced by the Consultant.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED**Task 1 – Project Management and Coordination**

Overall project management and coordination work elements include:

1.1 Project Coordination with City

Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project schedule issues, and project budget. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City and up to ten (10) project status meetings with the City. These meetings under this task will include the following participation by the Consultant team:

- Kickoff meeting will include attendees by Perteet discipline leads, with up to four (4) staff from the Perteet team. Kickoff meeting will include subconsultants, HWA GeoSciences (up to two [2] staff), 1 Alliance Geomatics (up to one [1] staff).
- Up to ten (10) meetings attended by Perteet with up to two (2) staff from the Perteet team.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for the project phases, through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City review, and then the Consultant will prepare two (2) schedule updates as the project progresses, when requested by the City. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports, Invoices, Underutilized Disadvantaged Business Enterprise (UDBE) Reporting

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of the total project budget, total project budget spent, and total project budget remaining. The monthly progress reports will also identify other issues that may be occurring, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Concurrent with the monthly billing, the Consultant will provide a scope, schedule, budget, and project percentage completion report detailing the status against the remaining contract scope, schedule, and budget.

Each month the Consultant will prepare a report showing the status progress towards meeting the UDBE goals and submit this to the City with the monthly progress report and invoice.

Assumptions:

- This contract duration shall be no longer than 12 months for the design phase
- Project kickoff meeting may be held as a virtual meeting.
- Maximum of two project design schedule updates will be prepared. An estimated construction schedule showing contractor working days will be prepared under Task 12.
- Meetings between Consultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Design Schedule (Microsoft Project format) and up to two updates
- Project Meeting Agendas for up to 10 meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

Task 2 – Survey and Basemapping (1 Alliance Geomatics)

Services to be provided include horizontal and vertical control surveys and ground based topographic and planimetric mapping surveys necessary to support design of pavement overlay for the preliminary and final design as well as provide for future construction layout of the curb ramps.

Surveying Limits

See attached Exhibit to this Scope of Service showing the Surveying Limits.

2.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the project requirements, I Alliance will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this project.

2.2 Survey Control

This task includes the establishment of survey control, or the recovery of existing survey control, as required for the project. Typically, survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then typically propagated, as required, utilizing standard terrestrial total station measurements.

- Geodetic Survey Control (Coordinates)
 - Current WSRN coordinate system is NAD83-2011 Epoch 2010.00 Coordinates.
 - Horizontal survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 RCW.
 - Vertical Datum for the survey work shall reference the NAVD88.
- Cadastral Survey Control (Lines established and marked on the ground by suitable monuments, which are used as starting and closing points in surveys of the public domain of the United States.)
- Units shall be in US Survey Feet.

2.3 Field Surveying and Mapping

Pick up face of curb/flow line at 100-foot intervals and angle-points, per the attached Exhibit (Surveying Limits), for striping and roadway width purposes.

This task includes the field surveying and mapping required for this specific effort. I Alliance will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

Topographic and Planimetric

1. Survey intersection curb returns for curb ramp/pedestrian signal design-typical.
2. Pick up the curb line for the entire corridor.
3. Pick up lane lines, chann symbols, for the entire corridor. Any change in widths of the lanes or the bike lanes will be important in this project, as City may widen the bike lanes and revise the lane channelization of the entire corridor.
4. Utility lids at curb line and in roadway for entire corridor. Do NOT need measure downs of pipes etc, just the lid location/elev. And type of lid of course (SS or CB or water valve etc)
5. Prepare a signed construction alignment and control Plan.
6. At this time, NO determination of ROW.
7. Median Flowlines – PCs, Aps, and ground shots every ~50'.

2.4 Office Processing and Deliverable

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

Assumptions:

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 Alliance is not responsible for any delays due to conditions outside of 1 Alliance's control.
- Permits will not be required for 1 Alliance's efforts.
- Tree driplines are not a part of these services.
- Utility measure-downs are NOT part of this scope.
- Conductible utility locating is NOT a part of these tasks.
- Pipe invert elevations of storm/sewer manholes and basins are NOT a part of these tasks.
- Boundary/Record of survey is NOT a part of these tasks.
- Wetland flags are NOT a part of these tasks.
- Geotechnical bores, potholes, hand holes, and test pit locations are NOT a part of these tasks.
- 1 Alliance will not enter any conditions deemed unsafe and will notify the Client to resolve them should they arise.

Deliverables

- AutoCAD Civil 3D 2018 survey base map at 1" = 20' (electronic copy). (not to include terrain model)
- Autocad Civil 3D 2018 terrain model, electronic copy.
- Signed (construction) alignment and control Plan.
- Signed pdf copy of the mapped areas, if required.
- Field book notes, if required.
- ASCII file of all topographic and control points, if required.
- An ASCII file with point numbers, coordinates, elevations, and descriptions for each survey point, with benchmarks and survey control points clearly identified.

Task 3 – Geotechnical Investigations (HWA GeoSciences)

- Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
- Perform FWD testing on each travel lane along Avondale Road from Union Hill Road to NE 90th St.
- Test spacing will be approximately 100 to 200 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
- Mark pavement cores in the roadway at 12 locations along the alignment and arrange for utility locates.
- Perform pavement coring at 12 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
- Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
- Prepare photographic logs of pavement cores/hand borings.

- Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
- Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
- Perform engineering analyses to develop pavement rehabilitation and reconstruction recommendations.
- Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

Deliverables:

- Draft and Final Letter Report of geotechnical findings

Task 4 - Design Memorandum & Preliminary Plan

4.1 Pavement Evaluation

The primary objective will be to resurface the pavement through a grind and overlay and in some locations conduct full-depth replacement to rehabilitate the pavement where there is subgrade failure. Under this subtask, the Consultant will also investigate the potential use of the fibrous reinforced asphalt for this project.

Data Collection and Review

Collect record drawings of existing conditions from the City. Collect available traffic data from Redmond, Metro Transit, and Sound Transit, (ADT, Truck Counts, Bus Counts). Five years of ADT data shall be collected to effectively estimate a traffic growth factor (or a growth factor will be provided by the City). The City will provide the Consultant with available heavy vehicle and ADT information to be used for pavement design.

Record Existing Conditions

Record existing conditions with hand-held GPS/GIS devices to efficiently note and locate pavement failure areas, determine potential cause of failure, and map proposed areas of rehabilitation.

Evaluation/Options

Evaluate rehabilitation options taking into consideration costs, constructability, and maintenance of traffic. Evaluation will include grinding depth, inlay depth, and overlays depths for consideration. Conduct pavement design calculations for full-depth repair areas using the 1993 AASHTO Guide for the Design of Pavement Structures. Within the Design Memorandum, document findings and results of the geotechnical investigations that contribute to the rehabilitation solutions. Equivalent Single Axle Load (ESAL) calculations will be performed with data collected by the Consultant as described in the section Data Collection and Review.

Pavement base repair alternatives will be developed for a full depth HMA pavement section. This task includes the following:

- Provide proposed load equivalency factors for HMA pavement section.
- Calculate ESALs for HMA pavement design.
- Develop recommended HMA pavement section design depths (include recommended HMA class and oil grade).

Assumptions:

- The anticipated approach to pavement rehabilitation is that the amount of pavement required to be removed to address subgrade failures will not trigger detention and water quality requirements. Therefore, it

is assumed that detention or water quality treatment for stormwater will not be necessary. If through the course of design, it is determined that detention or water quality treatment facilities will be necessary, the evaluation and design of these facilities will be conducted under a supplement to this Agreement.

- The City will provide ADT data, including truck data.

Deliverables:

- Document pavement rehabilitation options considered and recommended approach in the Design Memorandum.

4.2 Preliminary Plan

Prepare a preliminary roll plot of the plan view to produce a preliminary opinion of cost. The preliminary plan will show the paving limits, proposed areas of full pavement reconstruction, if any, revised channelization (if buffered bike lanes or other solution changes channelization), and preliminary curb ramp type and locations. This sub-task also includes one site visit with up to two (2) Consultant staff to review the Preliminary Plan with the City on site.

4.3 Preliminary Opinion of Costs

Calculate quantities and opinion of construction costs based upon the pavement rehabilitation method and preliminary plan for the roadway reconstruction, curb ramp replacement, and associated improvements identified in the curb ramp assessment.

4.4 Flow Control and Water Quality Check

The Consultant will calculate the potential areas of disturbance (full depth replacement pavement excavation) and review the City of Redmond Stormwater Technical Notebook criteria for the determination as to whether or not flow control or water quality measures would be required due to the repair work. This information will be documented in a basic one (1) page summary technical memorandum, and this will not be a full stormwater design memorandum.

4.5 Design Memorandum

Prepare a Design Memorandum documenting the pavement rehabilitation method, summary of ADA compliance requirements as identified in Task 6, and clear zone inventory. It is the intent of the Design Memorandum to document the design criteria and include the WSDOT LAG Manual Local Agency Design Matrix Checklist. The Consultant will also perform the clear zone inventory under this task.

Deliverables:

- Roll plot of project footprint/limits/channelization (if revised due to buffered bike lanes) in electronic PDF format
- Preliminary opinion of costs in electronic PDF format
- One (1) copy of the draft and final Design Memorandums in electronic PDF format.
- One (1) copy of the draft and final stormwater summary technical memorandums in electronic PDF format.

Task 5 – Bicycle Lane Options

The City is considering modifying the existing bicycle lanes on Avondale Road to add a buffer for the existing bicycle lane. The purpose of this task is to compare three (3) options for modifying the existing bicycle lanes on Avondale Road. The three options are anticipated to include:

- 1) No change - leave existing bicycle lane as it currently exists;
- 2) Revise the existing channelization configuration, by narrowing vehicle travel lanes and maintaining the existing curb lines;
- 3) Revise the existing channelization configuration which may include reconstructing median islands or other ideas.

It is not intended that the Consultant provide a formal recommendation based on a scored analysis. The Consultant shall provide engineering advantages and disadvantages for each option to enable the City to select the final design decision. A cost analysis of the 3 bicycle options will NOT be required for this Task. The Consultant will prepare an opinion of construction costs for the bicycle lane alternative that is selected by the City

The Consultant will:

- Review existing conditions, including channelization and lane spacing, vehicle and bicycle (if available) traffic volumes, and transit traffic and stop locations
- Consider current best practices for bicycle facilities, bicycle facility design and user comfort, including bicycle level of traffic stress (BLTS)
- Prepare typical cross sections for each option
- Prepare a draft and final summary memorandum documenting considerations, advantages, and disadvantages for each option.
- Prepare cost estimate of selected alternative

Task 6 – Curb Ramp Design and Coordination

The Consultant will design ADA compliant solutions for up to 6 curb ramps as identified below. The Consultant will prepare grading exhibits to be reviewed/approved by the City prior to the 75% PS&E phase. It is anticipated that there will be no pedestrian push buttons designed as part of this project. Curb ramps along the east side of Avondale Road are not included in this Scope of Services, and will be considered extra work. It is anticipated that the crossings of Avondale Road will be prohibited at NE 85th Pl. and NE 88th Pl. as part of this project. The six (6) curb ramp locations are anticipated to be at:

- Avondale Road and NE 85th Pl.
 - SW Corner: one ramp
 - NW Corner: one ramp
- Avondale Road and Brierwood Apartments.
 - SW Corner: one ramp
 - NW Corner: one ramp
- Avondale Road and NE 88th Pl.
 - SW Corner: one ramp
 - SE Corner: one ramp

The effort for this task includes one (1) site visit by up to two (2) Consultant staff to obtain additional site information, as needed.

Assumptions:

- The Consultant will not do an ADA compliance review/assessment of the existing curb ramps and/or pedestrian signals.

Deliverables:

- Design and layout for each curb ramp location (6 ramps)
- Exhibits: The Consultant will prepare Exhibits showing existing conditions and proposed improvements, slopes, and elevations for discussion and review and approval purposes
- Attend up to two (2) coordination meetings with the City regarding curb ramp design.

Task 7 – Maximum Extent Feasible (MEF) Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, the acknowledgement that the facility was designed to the Maximum Extent Feasible will be required by WSDOT as part of the project documentation. If the existing site conditions do allow for full ADA compliant facility, the Consultant will prepare a the City's Design Exception Approval Form (this has been an acceptable documentation format by WSDOT on past City projects with federal funding).

The curb ramps will be designed and documented per the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011 (commonly referred to as the 2011 PROWAG).

The Consultant will prepare draft forms for the City's review and approval, and then a final form based on City comments.

The approval form will reflect the Consultant's designed improvements and shall be provided to the City. Upon completion of construction, it is recommended that the approval form be modified to reflect the constructed improvements, as the Constructed approval form. This Scope of Services does not include work to revise the designed conditions approval form and produce the constructed approval form.

Assumptions:

- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliance" for each ramp, as necessary.

Deliverables:

- One (1) electronic copy of the Draft Design Exception Approval Form in Microsoft Word format for the City's review
- One (1) electronic copy of the Final Design Exception Approval Form in PDF format

Task 8 – Utility Coordination

The Consultant will coordinate with the utility owners to identify and verify existing utilities where curb ramps and are proposed on the project. The intent of this Task is that existing utilities that have facilities within the curb return areas are notified of the upcoming project and to confirm no concerns from the franchise utility perspective. Utilities picked up by the surveyor through locate markings will be verified by the franchise utilities, and shown in the construction Plans for the Contractor's information.

8.1 Franchise Utility Coordination

The Consultant will contact the local franchise utilities and request as built information. The Consultant will compare provided as-built information with the surveyed locations and confirm the location and ownership with the respective franchise owners.

Assumptions:

- Utility conflict analysis and potholing is not included in this scope of services. If it is determined that these services would be needed, the Consultant can provide these services as a supplement to the Agreement.
- Utility design is not included with this scope of services. Design of relocations will be designed by others, if required.

Deliverables:

- Utility Contact Log containing list of utility names, and contact staff with email addresses and phone numbers
- Acquire and review of as-built information, as applicable.
- Additions/revisions to basemap based on as-built information, as applicable

Task 9 – Environmental Permitting and Documentation

The Consultant will provide permitting assistance to provide documentation for the to the City to coordinate with WSDOT for NEPA review. Services to be provided are detailed below.

As this project has received Federal funding, the City is required to meet the requirements of the NEPA. The Consultant will complete environmental documentation for Federal NEPA and Local Agency SEPA environmental determinations.

9.1 Background Information Review & Analysis

The Consultant will obtain project and resource information relevant to the environmental context of the project, inclusive of resource agency database review of available information on historical and cultural resources, any listed Ecology facilities indicated on their database, species listed as threatened or endangered under the Endangered Species Act (ESA), any designated critical habitat, and information from the design team applicable to the environmental context for exclusion documentation and consideration.

Assumptions:

- No permits or documents outside of those described in the following subtasks are assumed.

- Environmental review will be adequately addressed with efforts provided under this task and associated with other in-scope documents or obtained from readily available sources of resource information.

Deliverables:

- Project and resource information relevant to the environmental context of the project.

9.2 WSDOT Early Coordination

WSDOT Local Program encourages early coordination in the project development process to evaluate any potential environmental impacts due to the project improvements. Due to the nature and limits of the project improvements, it is likely that the project does not induce significant impacts to planned growth or land use; does not require the relocation of people; does not have a significant impact on any natural, cultural, recreational, historic or other resource; does not involve significant air, noise, or water quality impacts; and does not have significant impacts on travel patterns. Therefore, it is anticipated that a Categorical Exclusion (CE) level NEPA documentation is appropriate. The Consultant will draft a preliminary NEPA CE form after a background resource information review, and subsequently schedule a NEPA “kick-off” site meeting with the City and WSDOT Local Programs staff to consider categorical exclusions and the extent of any requested supplemental documentation under WSDOT NEPA CE review. The Consultant will prepare sufficient documentation to requirements of Chapter 24 of the LAG manual.

Assumptions:

- One (1) on-line meeting will be attended with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead.
- No right-of-way acquisitions or construction easements are assumed for this project.
- The meeting may occur at or before the Preliminary design level and project guidance will be based on preliminary design knowledge.
- Based on the nature of the improvements, it is assumed that an Air Analysis will not be required for this project.

- No in-water work is assumed to occur in wetlands/streams or other critical areas.
- No new pollutant generating impervious surface is assumed according to WSDOT and Ecology SWMWW definitions.
- The project will be completed with less than an acre of exposed soil land disturbance.

Deliverables:

- Meeting notes/comments provided to the City via email after site meeting

9.3 NEPA CE Form & Review Coordination

The Consultant will prepare Preliminary and Final NEPA Categorical Exclusion Documentation form for submittal to WSDOT. The Consultant will assist the City to coordinate with WSDOT’s Local Programs throughout the development, review, update, and final approval of the NEPA Categorical Exclusion Documentation form. Communication to WSDOT for the NEPA review should be conducted by the City.

Assumptions:

- The level of NEPA CE documentation will be limited to completing a NEPA CE form and supplemental information will not be needed due to the project's pavement preservation overlay improvements.
- No critical sensitive areas occur within or will be affected by the project.
- Cultural resources documentation will be exempt pursuant to project types listed in Appendix J of WSDOT's "NEPA CE Guidebook for Local Agencies" which includes Exemption A-1 for roadway surface replacement and overlays that do not expand the wearing surface.
- Based on the nature of the project improvements, it is assumed that the project is exempt from an Air Quality Analysis, per Appendix J of WSDOT's "NEPA CE Guidebook for Local Agencies".
- The project is not in a floodplain.
- The project will not require excavation below the ground surface (subgrade) for hazmat risk considerations nor will the project require full-depth replacement for the potential to be considered new pollutant generating surface.
- There will be no change in the vertical or horizontal alignment of the roadway, no increase in the number of lanes, and no change in the topography adjacent to the roadway, and therefore, it is assumed that the project is exempt from a Noise Analysis, per Part 4 of WSDOT's "NEPA CE Guidebook for Local Agencies".
- No parks will be affected.
- No streams will be affected.
- The project will be consistent with the WSDOT HRM or Ecology stormwater manual for stormwater management.
- Environmental justice documentation will be exempt pursuant to project types listed in Appendix L of WSDOT's "NEPA CE Guidebook for Local Agencies which includes Exemption 1 for roadway surface replacement and overlays that do not expand the wearing surface and no transit routes will be affected or traffic detours proposed.
- Biological assessment information will be documented on the NEPA CE form ESA Checklist and no supplemental BA analysis will be necessary.
- Coordination will occur with WSDOT after CE submittal to respond to any review comments. One (1) revision to the submitted Preliminary CE form is assumed before issuing the Final CE Form..

- Once WSDOT agrees the CE form is complete they will request the CE to be signed by the City for final approval.
- No meetings are assumed for this subtask.

Deliverables:

- Draft and Final CE form to City and WSDOT.
- Correspondence via email.

9.4 SEPA Checklist

The Consultant will prepare a Draft and Final SEPA checklist for City use at or before the 75% design level inclusive of NEPA discipline information and related project documents under this scope of services as supporting information. The Consultant will coordinate with the City throughout the development, review, update, and final approval of the SEPA Checklist and documentation.

Assumptions:

- It is anticipated that a SEPA determination will result in a DS or MDNS.
- The City will provide one (1) consolidated review on the draft SEPA checklist prior to being finalized by the Consultant.
- The City will meet the SEPA requirements for public notice and circulation.
- SEPA will not be appealed.

Deliverables:

- Draft and Final SEPA checklist
- Correspondence via email

9.5 Floodway Memo

The FEMA Floodway for Bear Creek is mapped to cross Avondale Road in the project area. The adjacent base flood elevation is mapped at or near elevation 50 and the existing road surface occurs at approximate elevation 55 from preliminary review of King County LIDAR/GIS. The road is bridged over and above the floodway and the floodway should not be impacted.

Assumptions:

- The Consultant will prepare a summary memo to explain the project activities occurring above and not within the floodway for SEPA and NEPA documentation.
- The floodway is mapped in the project corridor, but avoidance of floodway impacts is assumed.

Deliverables:

- Draft and Final Floodway Memo
- Correspondence via email

Task 10 – WSDOT Coordination

The Consultant will coordinate with WSDOT regarding the approval of the 100% and Final construction plans, specifications, and opinion of cost. The Consultant will also coordinate with WSDOT regarding the required checklists, and public information findings (PIF), if required, for federally funded projects.

10.1 WSDOT Coordination for PS&E

Because there is federal funding included in the project, WSDOT will need to approve the project's construction contract documents. This task includes coordinating with WSDOT through e-mails and by phone. The Consultant will prepare hard copies and electronic copies of the 100% plans, opinion of costs, contract specifications, and complete the WSDOT PS&E Checklist, and submit as a submittal package to WSDOT for review.

The Consultant will review and address WSDOT comments resulting from the 100% review. The Consultant will arrange, prepare for, attend, and prepare meeting notes for up to one (1) meetings with WSDOT to discuss the 100% comments and prepare for the final submittal.

Deliverables:

- Up to three (3) hard copies of 100% and Final plans and contract provisions, and one electronic pdf copy, for WSDOT review and approval

- Completed WSDOT PS&E Checklist submitted with the 100% PS&E to WSDOT
- Provide additional support information to WSDOT as requested to obtain approval by WSDOT for the final contract documents.

10.2 Preparation of Public Information Findings (PIFs)

The Consultant will prepare and submit Public Information Findings (PIFs) for proprietary items, as required for WSDOT on federally funded projects. Preparation includes obtaining verifications from vendors that materials meet Buy America requirements, or obtain values of items and the value of foreign steel and/or iron, if any, and the preparation of WSDOT Form 140-051.

Assumptions:

- It is anticipated that a PIF will be prepared for utility lid replacements. If other items are identified as needing PIF documentation, this may be considered an additional service and may require a supplement to the Agreement.
- Vendor and City signatures will be the required approval, and forms submitted to WSDOT are for record keeping purposes.

Deliverables:

- Draft and Final PIF documentation (WSDOT Form 140-051)

If needed the Consultant will arrange, prepare for, attend, and prepare meeting notes for up to two (2) meetings with WSDOT to discuss project information. The meetings will focus on gaining WSDOT concurrence of these documents. This task includes coordinating with WSDOT through e-mails and by phone.

10.3 Curb Ramp Coordination

The Consultant will prepare coordinate with WSDOT to confirm WSDOT's agreement to solutions for curb ramp upgrades as well as confirm agreement to locations for replacement. This includes coordination by email and phone, preparation of exhibits and providing other project information as requested by WSDOT. This includes up to one (1) meetings with WSDOT in the field and up to two (2) virtual meetings.

Deliverables:

- Curb ramp design exhibits

Task 11 – Community Outreach and Support

The Consultant will provide community outreach support to the City as requested. This effort may include the preparation of exhibits and written information to support the City's outreach efforts for web site updates, and mailings. This may include the preparation of exhibits or other information for the City's coordination efforts with property owners regarding property access or impacts.

Assumptions:

- The City will lead community outreach efforts and communication.
- Any materials mailed through the US Postal Service will be packaged and prepared by the City

- The Consultant effort for this task will be limited to the fee effort identified in the Consultant's fee worksheet.
- This task does not include meetings with property owners.

Deliverables:

- Support information and/or documents as requested by the City.

Task 12 – Traffic Management Control Plan

Under this Task, the Consultant will meet with the City to discuss and coordinate the approach for the traffic control for the project and potential detour routes.

12.1 Traffic Control Coordination

Under this subtask, the Consultant will:

- Attend up to three (3) meetings with the City to determine a traffic control approach.
- Attend up to two (2) meetings on site with the City to discuss traffic control approach.
- Attend up to four (4) meetings with paving contractors to discuss traffic control approach.
- Prepare meeting agenda and meeting notes
- Develop a preliminary traffic control concept roll plot, and make revisions based on input from the City, and meetings with the contractors.
- Discuss and coordinate restrictions the City will want to include in the contract documents, such as night work, weekend work, and road closures.

12.2 Detour Route Coordination

The Consultant will also meet with the City to discuss detour alternatives that may arise from discussions with City staff and the Contractors as part of Task 12.1.

Under this subtask, the Consultant will:

- Attend up to three (3) meetings with the City to determine and review detour alternatives.
- Develop preliminary detour concept exhibits. The exhibits will be schematic, not to scale, and not engineered drawings.

Assumptions:

- Traffic Control Plans to be used in the Contract Plans, as a result of the coordination and investigation under this task, will be prepared under Tasks 13, 14, and 15.
- If it is determined detour routes will be required for the project, "Detour Exhibits" will be developed and prepared under Tasks 13, 14, and 15 to be included in the Contract Specifications as an appendix.
- The Consultant will develop a preliminary construction schedule in order to estimate the number of working days.

Task 13 – 75% PS&E

The Consultant will prepare a 75% design level submittal package for the project as detailed below. The plans, specifications, and opinion of cost will be submitted to the City for review and comment. This task will include the design and coordination work elements as identified below.

13.1 75% Plans

Thirty four (34) plan sheets are assumed for the plan set. It is anticipated that the plans will consist of the following sheets:

- Cover Sheet (1 sheet)
- Legend and Abbreviations (1 sheet)
- Construction Alignment Control Plan (4 sheets)
- Typical Roadway Sections (2 sheets)
- Roadway Paving and TESC Plan (7 sheets) – includes site preparation and erosion control measures
- Miscellaneous Details (2 sheets)
- Curb Ramp Modification Plans (2 sheets)
- Curb Ramp Details (2 sheets)
- Striping & Signing Plans (5 sheets, includes sign schedule if needed)
- Traffic Control Plans and Details (4 sheets)
- Pedestrian Traffic Control Plans and Details (3 sheets)

This work element will also include site visits and design team coordination meetings.

Assumptions:

- No additional curb ramps will be added to the project.
- The Striping Plans will reflect the new proposed channelization and buffered bike lanes, if that option is chosen. Otherwise, the intent of the Striping Plans will be to replace the striping back to its existing layout.

Deliverables:

- Electronic copy of the 75% plan set in PDF format via e-mail

13.2 75% Opinion of Cost

The Consultant will calculate 75% level quantities and prepare an opinion of construction cost based upon the design and construction plans and anticipated unit bid prices.

A separate schedule in the opinion of cost will be prepared to include:

- Stormwater frame and grate replacements
- Sanitary sewer manhole frame and grate replacements
- Water valve box replacements

Deliverables:

- Electronic copy of the 75% opinion of cost summary submitted in PDF format via e-mail

In providing opinions of probable construction cost, the City understands that the Consultant has no control over the cost or availability of labor, equipment or materials, market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's opinion of probable construction cost.

13.3 75% Specifications

The Consultant will prepare Contract Provisions ("Specifications") for the projects based on English units for the 75% submittal. These will include Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications, including Redmond General Requirements, as well as bid and contract forms.

Assumptions:

- A Bid Schedule will NOT be prepared for the 75% submittal (the Opinion of Cost will reflect the exact bid items at this submittal level).
- The City will provide the Consultant with current Redmond General Special Provisions and Requirements to be used on the project.
- The City will provide the Consultant with their standard, current, boilerplate contract language for federally funded projects ("front end documents") to be used for the project.

13.4 75% QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

Task 14 – 100% PS&E

The Consultant will prepare a 100% design level PS&E submittal package for the project as detailed below. This Task will include the design and coordination Tasks as identified below.

14.1 Response to 75% Comments

The Consultant will review the City's 75% review comments for incorporation into the 100% design phase. The Consultant will attend one (1) comment review meeting with up to two (2) Perteet staff with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Assumptions:

- The City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the 75% PS&E documents.
- Conflicting comments will be resolved by City staff prior to transmitting to the Consultant.

Deliverables:

- Written responses to 75% comments.

14.2 100% Plans

The Consultant will revise the 75% plans based on the review comments and advance the design and update the plans for the 100% submittal to the City.

Deliverables:

- Electronic copy of the 100% plan set in PDF format via e-mail

14.3 100% Opinion of Cost

The Consultant will revise the 75% opinion of cost based on the review comments and advance the design and update the quantities and unit costs as applicable for the 100% submittal to the City.

Deliverables:

- Electronic copy of the 100% opinion of cost summary submitted in PDF format via e-mail

14.4 100% Specifications

The Consultant will revise the 75% Contract Provisions (“Specifications”) based on the review comments and prepare the 100% Contract Provisions, including the bid schedule, to be used for WSDOT’s review.

Assumptions:

- The City will provide the Consultant with current Redmond General Special Provisions and Requirements to be used on the project.

14.5 100% QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

14.6 100% Constructability Review

A constructability review of the deliverables will be conducted under this Task by a senior team member of the Consultant’s Construction Management group.

Task 15 – Final and Ad-Ready PS&E

The Consultant will advance the 100% plans, specifications, and opinion of cost estimate based on the City’s review comments and prepare the Final PS&E package.

It is assumed there will be no major design changes to the project at this point. All project elements will be finalized and shown in the Final plans. Other street segments, curb ramps, or significant elements of work added to the project at this point may result in a delay to the project schedule and require a supplement to the agreement.

The Consultant will submit the Final PS&E package to the City for a final check-print review before preparing the Ad-Ready contract documents. It is assumed that the comments from the check-print review will be minor in nature and not reflect any changes to the design or general intent of the construction project.

15.1 Response to 100% Comments

The Consultant will review the City's 100% review comments for incorporation into the Final design phase. The Consultant will attend one (1) comment review meeting with up to two (2) Perteet staff with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Assumptions:

- The City will provide one (1) set of City review comments to the Consultant, reflective of all City staff comments, for the 100% plans, specifications, and opinion of costs.
- Conflicting comments will be resolved by City staff prior to transmitting to the Consultant.

Deliverables:

- Written responses to 100% comments.

15.2 Final Ad Ready PS&E

The Consultant will revise the 100% plans based on the review comments and prepare the Final Plans as a final check-print review for the City.

The Consultant will revise the 100% Contract Provisions ("Specifications") based on the review comments and prepare the Final Contract Provisions, including the bid schedule to be used for the Advertisement, as a final check-print review for the City.

The Consultant will revise the 100% opinion of construction costs based on the review comments and prepare the Final opinion of costs.

Deliverables:

- Electronic copy of the Final plan set in PDF format via e-mail
- Electronic copy of the Final special provisions submitted in Microsoft Word format via e-mail
- Electronic copy of the Final opinion of costs summary submitted in PDF format via e-mail.

15.3 Final QA/QC

An internal Consultant quality assurance/quality control review of deliverables will be conducted before the submittal to the City.

15.4 Preparation of Ad-Ready Signed Contract Docs

The Consultant will revise the Final plans, Contract Provisions, and opinion of cost estimate based on the City's final check-print review and prepare the final, Ad-Ready PS&E Bid Documents.

Assumptions:

- The City's comments on the final check-print review will be minor in nature and will not require significant changes by the Consultant for the final bid advertisement ready set to be submitted to Builders Exchange.
- The City will provide one (1) set of City review comments to the Consultant, reflective of all City staff comments, for the plans, specifications, and opinion of cost estimate.
- The City will coordinate the project advertisement with the applicable publications; the Consultant will prepare the project advertisement for the City's use.

Deliverables:

- Written responses to comments
- Electronic copy of the half-size and full-size Ad-Ready signed plans in PDF format submitted via e-mail
- Electronic copy of the opinion of cost summary submitted in PDF format via e-mail
- Electronic copy of the final bid documents Contract Specifications, including the bid schedule, submitted in PDF format via e-mail

Task 16 – Bidding Assistance

16.1 Bidding Support

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification for review and approval by the City. The City will prepare the final Addendums and submit to Builders Exchange. The effort for the assistance during bidding is limited to the fee identified in the fee schedule for this Task.

This Task also includes attendance by the Consultant (with one Consultant member) at the pre-bid meeting.

Assumptions:

- The City will coordinate the project advertisement with various newspaper publishers.
- The City will advertise the project for construction.
- The City will prepare the bid tabulation.
- The City will record and prepare formal meeting notes for a pre-bid meeting, if applicable.
- The Consultant will prepare draft addenda for City. The City will finalize and distribute the addenda during the bidding process.
- The City will prepare the Conformed Contract documents and distribute. The Consultant will support the City with
- The Consultant will provide Builders Exchange with a camera-ready or electronic plan set and Contract Specifications for purposes of their scanning and contract document distribution during bidding.

Deliverables:

- Electronic copies of supporting documentation for addenda, as applicable.

Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Coordination with adjacent development
2. Coordination with police, fire, garbage, USPS, and transit
3. Stormwater detention and treatment evaluation and design
4. Analysis for capacity of existing stormwater conveyance systems
5. Construction Engineering Services
6. Construction Management and Inspection Services

Items to be furnished by the City

City will provide the following items and services to Consultant that will facilitate the preparation of the plans and studies within the limits of the projects. The Consultant is entitled to rely on the accuracy and completeness of the data furnished by others, including, but not limited to, GIS and traffic data.

- Coordination/scheduling of meetings with City staff
- Timely reviews of design submittals (assumed to be three [3] weeks each, unless otherwise noted on the project schedule developed as part of Task 1)
- All available “As-Built” information, including for traffic signals and the existing illumination systems.
- Updated underground utility information relative to the City owned utilities.
- Updated City of Redmond General Provisions and Contract (“Front End”) documents

Information Provided by Others:

The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

Design Criteria

The City will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement, of the following documents. Changes in any design standards or requirements after work has begun may be considered, and result in, extra services.

Measurements will be in English units.

Drafting Standard: WSDOT/APWA

1. City of Redmond Standard Plans

2. WSDOT Standard Plans – Current Versions
3. APWA and WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (English Version, 2022)
4. AASHTO: A Policy on Geometric Design of Highways and Streets (2018 Edition)
5. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
6. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011

Exhibit B
DBE Participation Plan

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.

See attached Exhibit "B".

Exhibit "B"

Firm Name, Certification Numbers	Role on Pertect Team	Anticipated % Commitment
1 Alliance Geomatics, LLC SBE, UDBE, DBE – D4M0022928, MBE – M4M0022928	Land surveying, R/W plan preparation	8%
HWA GeoSciences, Inc. UDBE, SBE, DBE – D5F0024692, MWBE – M5F0024692	Geotechnical services	9%

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 Plane Coordinate System

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

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

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

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

Format: Basemap in CAD/Civil3D

Transmission: FTP, Email, SharePoint

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

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

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

See Scope of Work Exhibit A

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

Agency furnished services and information outlined in the 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, FTP, SharePoint

A. Agency Software Suite

Not Applicable.

B. Electronic Messaging System

Not Applicable.

C. File Transfers Format

PDF, ZIP, Word, Excel, Project, CAD.

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit "D"

Exhibit "D"



Exhibit D - Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Avondale Road Pavement Rehabilitation (Union Hill Rd to NE 90th St)
 Client: City of Redmond

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	2	\$306.75	\$614
Sr. Associate	217	\$222.86	\$48,361
Sr. Associate	20	\$229.36	\$4,587
Sr. Associate	2	\$242.55	\$485
Sr. Associate	32	\$247.55	\$7,922
Sr. Engineer / Mgr	14	\$227.48	\$3,185
Lead Engineer / Mgr	32	\$144.53	\$4,625
Lead Engineer / Mgr	6	\$153.88	\$923
Lead Engineer / Mgr	481	\$173.92	\$83,655
Engineer III	524	\$133.16	\$69,776
Lead Technician/Designer	252	\$128.81	\$32,460
Lead Planner/Manager	4	\$144.53	\$578
Lead Planner/Manager	8	\$148.88	\$1,191
Planner II	66	\$143.85	\$9,494
Construction Supervisor	8	\$249.24	\$1,994
Accountant	8	\$121.08	\$969
Total Hourly Costs	1,676		\$270,819.00

Reimbursables

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.585	100	\$0.585	\$59
Total In-House Costs			\$59.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
1 Alliance Geomatics, LLC	\$25,000.00	1.00	\$25,000
HWA GeoSciences Inc	\$28,150.00	1.00	\$28,150
Total Subconsultant Costs	\$53,150.00		\$53,150.00

Other

Management Reserve	\$27,070
Total Other Costs	\$27,070.00

Contract Total \$351,097.00

Prepared By: Jerome Didier

Date: May 9, 2022

Exhibit D-1
Subconsultant Cost Computations
City of Redmond Avondale Rd Pavement Rehabilitation (Union Hill Rd to NE 90th St)
Fee Schedule

Prime Consultant: Perteet, Inc. 20220033

Position Classification	Max Direct Salary Rate	Overhead @ 196.48%	Profit @ 28.30%	Max Rate Per Hour
Principal	\$100.11	\$196.70	\$28.33	\$325.14
Sr. Associate	\$84.98	\$166.97	\$24.05	\$276.00
Sr. Engineer/Sr. Project Manager	\$68.00	\$133.61	\$19.24	\$220.85
Lead Engineer/Manager	\$54.60	\$107.28	\$15.45	\$177.33
Engineer 3	\$48.56	\$95.41	\$13.74	\$157.71
Engineer 2	\$39.38	\$77.37	\$11.14	\$127.89
Engineer 1	\$36.75	\$72.21	\$10.40	\$119.37
Lead Technician/Designer	\$53.56	\$105.23	\$15.16	\$173.96
Technician 3	\$35.00	\$68.77	\$9.91	\$113.69
Technician 2	\$30.00	\$58.94	\$8.49	\$97.44
Technician 1	\$25.00	\$49.12	\$7.08	\$81.21
Sr. Construction Technician	\$43.78	\$86.02	\$12.39	\$142.20
Construction Technician 3	\$40.00	\$78.59	\$11.32	\$129.92
Construction Technician 2	\$36.75	\$72.21	\$10.40	\$119.37
Construction Technician 1	\$30.00	\$58.94	\$8.49	\$97.44
Sr. Planner	\$72.00	\$141.47	\$20.38	\$233.86
Lead Planner	\$45.84	\$90.07	\$12.97	\$148.89
Planner 3	\$45.00	\$88.42	\$12.74	\$146.17
Planner 2	\$44.29	\$87.02	\$12.53	\$143.85
Planner 1	\$30.00	\$58.94	\$8.49	\$97.44
Lead Environmental Scientist	\$55.00	\$108.06	\$15.57	\$178.64
Construction Supervisor	\$76.74	\$150.78	\$21.72	\$249.25
Construction Manager	\$51.50	\$101.19	\$14.57	\$167.27
Construction Engineer 3	\$44.50	\$87.43	\$12.59	\$144.53
Construction Engineer 2	\$38.58	\$75.80	\$10.92	\$125.31
Construction Engineer 1	\$36.75	\$72.21	\$10.40	\$119.37
Sr. Construction Observer	\$57.75	\$113.47	\$16.34	\$187.57
Construction Observer 3	\$38.58	\$75.80	\$10.92	\$125.31
Controller	\$57.75	\$113.47	\$16.34	\$187.57
Contract Administrator	\$66.38	\$130.42	\$18.79	\$215.60
Accountant	\$45.68	\$89.75	\$12.93	\$148.37
Clerical	\$31.50	\$61.89	\$8.91	\$102.31
Cultural Resources Specialist 2	\$37.00	\$72.70	\$10.47	\$120.18
Cultural Resources Specialist 1	\$30.00	\$58.94	\$8.49	\$97.44

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost



**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

June 30, 2021

Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Denice Moan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 196.48% of direct labor (rate includes 0.16% facilities Capital Cost of Money). 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 your firm is responsible for determining the acceptability of the ICR.

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

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

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.

1. HWA GeoSciences, Inc.
2. 1 Alliance Geomatics, LLC

Exhibit "E" - HWA

**Project Cost Estimate
Avondale Road Improvements
Redmond, Washington
Prepared for Pertee**



HWA Ref: 2022-081
Date: 9-May-22

Scope of Work

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
 This estimate assume no flaggers will be required and traffic control will consist of arrowboard behind work areas with signs and cones.
 Perform FWD testing on each travel lane along Avondale Rd from Union Hill Rd to NE 90th St.
 Test spacing will be approximately 100 to 200 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
 Mark pavement cores in the roadway at 12 locations along the alignment and arrange for utility locates.
 Perform pavement coring at 12 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
 Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
 Prepare photographic logs of pavement cores/hand borings.
 Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
 Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
 Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.
 Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2022 BILLING RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII	Engr. VIII	Geol. IV	Geol. III	Contracts	CAD	Clerical		
	\$222.07	\$227.91	\$119.80	\$105.19	\$119.80	\$90.58	\$87.66		
Project Setup/Coordination		2			1		1	4	\$663
Subcontract TCPs, Prepare ROW Use Application and Submit to City		1	6					7	\$947
Perform FWD Testing		4	10	10				24	\$3,162
Mark Pavement Cores and Call Locates		4	6					10	\$1,630
Perform Pavement Coring (12 Cores)			24	24				48	\$5,400
Prepare Photographic Pavement Core Logs		2	12					14	\$1,893
FWD Data Analyses/Prepare Spreadsheet		8	8					16	\$2,782
Walkthrough/Visual Assessment of Recon. Areas		8	8					16	\$2,782
Prepare Letter Report	2	8	4			4		18	\$3,109
Consultation / Project Management		4						4	\$912
Labor Costs	2	41	78	34	1	4	1	161	\$23,279

LABORATORY TEST SUMMARY:

Test	Est. No.	Unit	Total
	Tests	Cost	Cost
Grain Size Distribution	6	\$115	\$690
Atterberg Limits (plasticity index)	6	\$235	\$1,410
CBR/Proctor	0	\$550	\$0

LABORATORY TOTAL: \$2,100

ESTIMATED DIRECT EXPENSES:

Mileage @ IRS rate	\$150
Traffic Control Plans	\$0
FWD Rate (@ \$275/hr)	\$1,650
Pavement Coring (@ \$60/core)	\$720
Traffic Control (Arrowboard/Signs/Etc.)	\$250
Laboratory Testing	\$2,100

TOTAL DIRECT EXPENSES: \$4,870

PROJECT TOTALS AND SUMMARY:

Labor Costs	\$23,279
Direct Expenses	\$4,870
GRAND TOTAL:	\$28,149

Assumed Conditions:

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.
3. Hot Mix Asphalt (HMA) patching will not be required at pavement core locations. If HMA patching is required, a supplemental budget will be necessary.

Exhibit E-1
Subconsultant Cost Computations
City of Redmond Avondale Rd Pavement Rehabilitation (Union Hill Rd to NE 90th St)
Fee Schedule

Prime Consultant: Perteet, Inc. 20220033
Subconsultant: HWA GeoSciences, Inc.

Position Classification	Max Direct Salary Rate	Overhead @ 163.90%	Profit @ 28.30%	Max Rate Per Hour
Geologist VIII	\$76.00	\$124.56	\$21.51	\$222.07
Geotechnical Engineer VIII	\$78.00	\$127.84	\$22.07	\$227.91
Geologist IV	\$41.00	\$67.20	\$11.60	\$119.80
Geologist III	\$36.00	\$59.00	\$10.19	\$105.19
Geologist II	\$30.00	\$49.17	\$8.49	\$87.66
Contracts Administrator	\$41.00	\$67.20	\$11.60	\$119.80
CAD	\$31.00	\$50.81	\$8.77	\$90.58
Admin Support	\$30.00	\$49.17	\$8.49	\$87.66
Geotechnical Engineer V	\$54.00	\$88.51	\$15.28	\$157.79

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	
Mileage	
Outside Vendor Costs	

Rates	
Current IRS Rate	
At Cost	



**Washington State
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Development Division
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PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

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

September 9, 2021

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

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of 163.90% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W. Maxwell, 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) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit "E" - 1 Alliance



PROJECT	NUMBER	22-048
	NAME	Avondale Road
	CLIENT	Perteet
	OWNER	Redmond

Date 10-May-22
by BB
ckd

2022 - Loaded Rates

TASK			Director	Land Surveyor 3	Land Surveyor 3	Land Surveyor 2	Eng Aid 4	Eng Aid 4	Eng Aid 4	Eng Aid 2	Eng Aid 2	Admin Assist 5	Admin Assist 5	FEE
			Principal	PM	QM	PLS/Project	CADD 5	CADD 4	TECH 5	TECH 3	TECH 3	APM	ACCT	
			\$ 216.11	\$ 142.49	\$ 113.99	\$ 113.99	\$ 93.81	\$ 89.06	\$ 97.37	\$ 83.13	\$ 83.13	\$ 86.68	\$ 78.37	
No.	DESCRIPTION	HRS												TASK
1	PM; Admin; QA/QC	18	2	4	8							2	2	\$ 2,244
2	Survey Control	27	1	2		8			8	8				\$ 2,857
3	Field Mapping	98	2	8		8			40	40				\$ 9,704
4	Office Processing	69	1	4				24	40					\$ 6,600
5		0												\$ -
6		0												\$ -
7		0												\$ -
TOTAL HOURS		212	6	18	8	16	24	40	48	48	0	2	2	212
			\$ 1,297	\$ 2,565	\$ 912	\$ 1,824	\$ 2,251	\$ 3,562	\$ 4,674	\$ 3,990	\$ -	\$ 173	\$ 157	\$ 21,405
TOTAL DIRECT BURDENED SALARY COSTS													\$ 21,405	
OTHER DIRECT COSTS														
MILEAGE	(ONE WAY)	20	MILEAGE (TOTAL MILES)		77		\$ 0.585	DRAFT						\$ 45.05
number of field days		6	PER DIEM (DAYS)											\$ -
NOTES			LODGING (DAYS)											\$ -
			MATERIALS & SUPPLIES				3D Laser Scanner							\$ 3,550
			OTHER (DESCRIBE)					\$ -						
			SUE LOCATES											
TOTAL OTHER DIRECT COSTS													\$ 3,595	
GRAND TOTAL FEE ESTIMATE													\$ 25,000	

Exhibit E-1
Subconsultant Cost Computations
City of Redmond Avondale Rd Pavement Rehabilitation (Union Hill Rd to NE 90th St)
Fee Schedule

Prime Consultant: Perteet, Inc. 20220033
Subconsultant: 1Alliance Geomatics, LLC

Position Classification	Max Direct Salary Rate	Overhead @ 109.19%	Profit @ 28.30%	Max Rate Per Hour
Principal Surveyor	\$94.00	\$102.64	\$26.60	\$223.24
Survey Project Manager	\$60.00	\$65.51	\$16.98	\$142.49
QA/QC	\$48.00	\$52.41	\$13.58	\$113.99
PLS/Project Surveyor	\$48.00	\$52.41	\$13.58	\$113.99
CADD 5	\$39.50	\$43.13	\$11.18	\$93.81
CADD 4	\$37.50	\$40.95	\$10.61	\$89.06
Field Tech 5	\$41.00	\$44.77	\$11.60	\$97.37
Field Tech 3	\$35.00	\$38.22	\$9.91	\$83.13
Assist PM	\$36.50	\$39.85	\$10.33	\$86.68
Admin	\$33.00	\$36.03	\$9.34	\$78.37

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost



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7345 Linderson Way SW
Tumwater, WA 98501-6504

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

August 2, 2021

1 Alliance Geomatics, LLC
1261 A 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Michael Paradis:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 109.19% of direct labor. 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 your firm is responsible for determining the acceptability of the ICR.

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

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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~~ Not Applicable

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the _____

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

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

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

I acknowledge that this certificate is to be furnished to the _____

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

Not Applicable

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.

Not Applicable

~~Liability Insurance Increase~~

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