

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

Agreement Number: _____

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

The City does not anticipate receiving Federal Funding for the insert project name project. As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program.

**City of Redmond
Avondale Road Pavement Management
and Waterline Replacement
(NE 90th St to Novelty Hill Road)**

Scope of Services

December 16, 2024



**929 108th Avenue NE
Suite 1300
Bellevue, WA 98004-4361
(425) 450-6200**

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Redmond (City) has selected HDR Engineering, Inc. (HDR) to replace the AC waterline in Avondale Road from NE 90th Street to Novelty Hill Road, along with the pavement replacement and curb ramp upgrades. The project consists of the preliminary design (30% level), final design (100% level), and bid period services of the replacement of approximately 2,500 feet of 16-inch diameter waterline, pavement replacement from NE 90th Street (matching paving limits from 2023 Avondale Road paving project) to NE Novelty Hill Road (southern stop bar), select curb, gutter, and sidewalk replacement, approximately 25 curb ramp upgrades, and buffered bike lanes on both sides of the roadway. No sanitary sewer or storm drain pipes are expected to be replaced.

Scope of Services

Task 100 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Prepare monthly invoices formatted in accordance with contract terms.
6. Project Manager will attend virtual monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

Client Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.

3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be 18 months.
2. One project management meeting will be held virtually per month. Two people (PM and one engineer) will attend, with 1.5 hours of time required per person per meeting for preparation, attendance, follow-up, and notes.
3. Invoices will be HDR standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables (emailed PDF file unless otherwise noted)

1. Scope of services, schedule (Gantt chart or project milestones), and budget.
2. Project Management Plan (Project Guide).
3. Monthly reports and invoices.
4. Project schedule and budget updates, monthly, if changes.
5. Project management meeting agenda and notes.

Task 200 Surveying Services

Objective

Conduct a detailed topographic survey of existing surface features and subsurface utilities within the right-of-way and along the utility alignments in accordance with the Scope of Work.

HDR Services

1. Attend one site visit following receipt of the survey drawings to review that topographic features were included in the survey.
2. Provide consolidated comments and questions to True North (subconsultant) regarding basemap updates required before design effort is initiated. Comments will be provided via Bluebeam mark-up or similar.
3. Assist the City during coordination with private utilities located within the project limits to obtain as-built information and drawings for utility expansion. Incorporate the private utility information into the project design.

True North Services

1. Perform design level topographic survey consisting of planimetric features, fencing, roadway striping, and above and below grade utilities. Top of water valve operating nut elevations and detail the associated water facilities. Approximate height of lowest wire will be included for poles in the area. Create appropriate control references for construction staking.
2. If additional survey is required, such as picking up pothole locations, update detailed topographic survey of existing surface features and subsurface utilities within the right-of-way and easement areas and along the utility alignments in accordance with the Scope of Work.

Client Responsibilities

1. City staff will be present during site visit to remove storm drain and sewer manhole lids for visual inspection of structure conditions where connections are planned to be made.
2. Provide City owned record drawing information.

Assumptions

1. Horizontal datum is Washington State Plane North, NAD83 (91-HARN).
2. Vertical datum is NAVD 88.
3. Lead contact and communications with private utilities.

Deliverables (emailed PDF file unless otherwise noted)

1. Survey files (CAD)
2. Submit preliminary design drawings, or other updated drawings as needed to private utilities for input and concurrence on utility locations as shown on the drawings.

Task 300 Potholing Services

Objective

Potholing will be performed in accordance with the Scope of Work.

HDR Services

1. Perform a conflict analysis based on topographic survey, third party utility locates, and record drawing information provided by the City using the preliminary design utility drawings. Submit drawing mark-ups showing potential conflicts and a summary spreadsheet listing the potential conflicts to City. Conflict analysis will be used to inform potholing needs and will be completed after the preliminary design deliverable is submitted to the City.
2. Develop potholing plan with up to 30 potholes for review and approval by the City.

APS Services

1. Perform 30 potholes and provide field report and photos for each pothole.
2. Perform an additional 10 potholes, if requested and authorized in writing by the City.

Client Responsibilities

1. Review and approve potholing plan.

Assumptions

1. Utilities will be between 0-ft and 10-ft in depth.
2. Restoration will include a 3ftx3ft saw cut and an HMA patch. CDF back fill is not required.
3. Grind and overlay of the existing roadway will be performed after the waterline construction is completed.

Deliverables (emailed PDF file unless otherwise noted)

1. Potholing Plan
2. Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
3. Excel spreadsheet containing test-hole data for the project.
4. Google Earth RM map with interactive link accompanied with an SHP File.
5. Photo of Found Utilities.

Task 400 Geotechnical Services

Objective

Provide geotechnical services for the project.

HDR Services

1. Coordination and review with the geotechnical subconsultant.

Shannon and Wilson Services (S&W)**SubTask 401: Utility Related Services**

1. Subconsultant project management, including internal coordination and management of schedule and budget and monthly invoices.
2. Desktop Review and Research:
 - A. S&W will gather and review background information such as existing studies, reports, existing geotechnical and geologic data, utility and roadway as-builts, topographic maps of the site, and City provided photos.
3. Geotechnical Investigation
 - A. S&W will perform a subsurface investigation program to interpret site subsurface conditions for design. The subsurface investigation shall include six (6) borings to an approximate depths of up to 20 feet below the existing ground surface along the proposed water main alignment.
 - a. Proposed boring locations will be identified by S&W in collaboration with the City. Borings will be located within the paved roadway, or truck-accessible Right-of-Way.
 - b. S&W will mark boring locations in the field ahead of the explorations and contact public utilities via the public Washington Utility Notification Center for subsurface utility locates.
 - c. S&W will subcontract a driller and traffic control for conducting the borings. The traffic control plan will be submitted to City for review and approval a minimum of 10 working days prior to driller mobilization. An S&W representative will be on-site during subsurface explorations to log the explorations and monitor the drilling subcontractor. Borings will be conducted using a truck-mounted drill rig, using hollow-stem auger or mud rotary techniques. Standard Penetration Tests will be conducted in the borings.
 - d. For evaluating groundwater conditions along the proposed alignment, two borings will be completed with vibrating wire piezometers. The groundwater measurement

- locations will be instrumented and fitted with dataloggers to measure and record groundwater elevation automatically. S&W will retrieve data from the dataloggers four times during the design period.
- e. Borings will be completed at the ground surface with flush-mount monuments (for the two groundwater measurement locations) or the ground surface restored to approximately pre-investigation conditions using cold patch asphalt.
 - f. Investigation-Derived Waste (IDW) will be drummed, transported off site, and disposed of by the drilling subcontractor.
- B. S&W will conduct geotechnical laboratory testing of select soil samples for estimation of subsurface engineering parameters and properties.
 - C. S&W will prepare boring logs in S&W's format for inclusion in the Geotechnical Report.
4. Geotechnical Analysis and Report
- A. S&W will conduct geotechnical analyses, including:
 - a. Estimate site stratigraphy and soil properties
 - b. Prepare an interpreted subsurface profile along the water main alignment
 - c. Trenched excavation and backfill recommendations
 - d. Pipe bedding recommendations
 - e. Lateral earth pressures for temporary shoring
 - f. Conceptual dewatering and shoring considerations
 - B. S&W will prepare a Draft and Final Geotechnical Engineering Report. The report will provide the City and design team with a geologic interpretation of the subsurface conditions along the water main alignment, and geotechnical recommendations associated with the analyses noted above. A site and exploration plan showing approximate boring locations and an interpreted subsurface profile along the Project alignment will be included. A description of the subsurface exploration program, subsurface exploration logs, and the laboratory test results will be included as appendices.

SubTask 402: Transportation Related Services

- 1. The S&W Project Manager and geotechnical lead will participate in a kick-off meeting with the City design team.
- 2. Pavement Investigation
 - A. S&W will perform a pavement investigation program to inform existing pavement conditions for rehabilitation design. The investigation will include pavement cores at the six (6) boring locations (see Task 401) and four (4) additional locations, as well as Falling Weight Deflectometer (FWD) measurements for the length of the alignment.
 - a. Proposed coring locations will be identified by S&W in collaboration with the City. Pavement corings will be located within the paved roadway, or truck-accessible Right-of-Way.
 - b. S&W will mark coring locations in the field ahead of the explorations and contact public utilities via the public Washington Utility Notification Center for subsurface utility locates.
 - c. S&W will subcontract a driller and traffic control for conducting the borings and pavement cores. The traffic control plan will be submitted to City for review and approval a minimum of 10 working days prior to driller mobilization. An S&W

- representative will be on-site during pavement coring to log the explorations and monitor the drilling subcontractor.
- d. Falling Weight Deflectometer testing will be provided for each of the four lanes for the length of the alignment for a total of 3.2 lane-miles. Rolling traffic control will be provided during FWD testing by a subcontractor. A traffic control plan will be submitted to City for review and approval a minimum of 10 working days prior to FWD mobilization. A S&W representative will be on-site during FWD testing to perform a visual assessment of surficial pavement conditions and monitor the FWD testing operations.
 - e. Pavement coring locations will be restored to approximately pre-investigation conditions using hot mix asphalt.
 - f. IDW will be drummed, transported off site, and disposed of by the drilling subcontractor.
- B. Pavement Analysis and Report
- a. S&W will conduct pavement rehabilitation analyses and prepare a pavement design in accordance with WSDOT Pavement Policy and City of Redmond requirements. Segmented design may be considered if pavement conditions substantially vary throughout the alignment. Rehabilitation design for each segment (or the entire alignment) will consider overlay, grind/inlay, and reconstruction.
 - b. S&W will prepare a Draft and Final Pavement Design Report documenting the results of the field investigation program, pavement analyses, and design recommendations.

Client Responsibilities

1. Provide information as needed.
2. Review and provide one set of consolidated comments on the reports for each comment round.

Assumptions

1. City will provide available background information, as-builts, subsurface data and GIS data.
2. Borings will be performed within the City Right-of-Way.
3. Coring locations will be performed within the City Right-of-Way.
4. Rights of entry, permits (environmental or otherwise), or cultural resource clearance will not be required.
5. City Right-of-Way Use permits will have fees waived.
6. One mobilization will be required to conduct the borings. S&W will provide the City with 10 days of notice prior to mobilization for borings.
7. One mobilization will be required to conduct the pavement corings and will be the same mobilization as the Task 401 borings. S&W will provide the City with 10 days of notice prior to mobilization.
8. One separate mobilization will be required to conduct the FWD testing. S&W will provide the City with 10 days of notice prior to mobilization.
9. Pavement coring and FWD can be conducted during normal daylight business hours during the work week (Monday through Friday). Night or weekend work is not included.

10. Pavement coring sites will be returned to approximately their pre-exploration conditions, prior to demobilization using hot mix asphalt.
11. Pavement coring locations and FWD lines will be surveyed using hand-held global positioning survey equipment and measurement from existing features at the time of performance. A survey is not included.
12. Borings can be conducted during normal daylight business hours during the work week (Monday through Friday). Night or weekend work is not included.
13. Pavement sections at boring locations consist of hot-mix asphalt (HMA) pavement over PCC. Concrete coring is included.
14. Boring sites will be returned to approximately their pre-exploration conditions, prior to demobilization. Two of the boring sites will be finished at the ground surface with steel flush mount monuments that will house dataloggers. The other sites will be finished at the ground surface with hot mix asphalt.
15. S&W's subcontracted driller will be permitted to access City fire hydrant if necessary for making drilling slurry. S&W subcontracted driller will provide 10 days (minimum) of advance notice for City assistance for hydrant meter NO FEE permit.
16. Exploration locations will be surveyed using hand-held global positioning survey equipment and measurement from existing features at the time of performance. A survey is not included.
17. Decommissioning of groundwater measurement instruments is not included and assumed to be performed by project Contractor.
18. Private utility locating is not included; S&W will arrange for the public utility locate.
19. S&W employees will have access to the boring locations for subsequent retrieval of groundwater monitoring data. Four visits to download data are anticipated. Traffic control for these visits will be required.
20. The potential for contaminated soil and groundwater at the site is unknown. If contamination is detected, S&W will promptly notify City. Delays and other costs associated with addressing contaminated material and modifying the exploration program would be considered additional services.
21. Uncontaminated IDW from the borings will be drummed and disposed of by the driller. If IDW is suspected to be contaminated and the contamination is confirmed using a photo-ionization detector or laboratory chemical testing, it will be drummed, clearly labeled, and left on site for further testing and disposal. Such testing and disposal would be considered additional services.
22. Consultant will provide a georeferenced CAD file of the existing and proposed site/Project features for S&W's use in orienting explorations in the field using GPS equipment, and in analysis.
23. Conceptual alternatives will be provided for temporary shoring and dewatering. Shoring and dewatering system design will be the responsibility of the Project CONTRACTOR.
24. Deliverables will be submitted electronically in PDF format.
25. Daylight hours during work days for all fieldwork work, including drilling, coring, FWD and groundwater readings.

26. Temporary patch for all boring and coring locations after the geotechnical work. A separate single mobilization will occur to sawcut and patch with HMA the 10 locations for borings/corings.

Deliverables

1. Draft Geotechnical Engineering Report (PDF)
2. Final Geotechnical Engineering Report (PDF)
3. Draft Pavement Design Report (PDF)
4. Final Pavement Design Report (PDF)

Task 500 Environmental and Permitting Services

Objective

Prepare permit submittal packages for the following reviews/permits/approvals as part of this task:

1. City of Redmond:
2. State Environmental Policy Act Checklist
3. ROW Use Permit – utility potholing
4. ROW Use Permit - construction
5. Shoreline Exemption Request
6. Critical Areas Permit
7. Department of Archaeology and Historic Preservation (DAHP) Review and Approval

HDR Services

1. Prepare draft permit applications and supporting submittal information (transmittal letters, permit applications, submittal checklists, and project narratives) in a format that is acceptable to the permitting agencies.
2. Finalize applications for submittal.
3. Attend up to two (2) permit submittal meetings (for City of Redmond)
4. Prepare an exhibit illustrating the Cultural Resources Project Area for use in consultation with the DAHP, Indian tribes, and other agencies, as appropriate. The Project Area shall include the maximum extent of proposed ground disturbance, inclusive of potential direct and indirect effects on resources located on parcels adjacent to the ground disturbing activity.
5. Perform a desktop review of available and applicable cultural resources information identified within the project area and within a 1-mile buffer around the project area. The research will include a review of existing cultural resource data, previously completed cultural resource surveys, accessor data, and historic maps. HDR will reach out to the Indian tribes who have an interest in the project area to ask if they have information or concerns about the project area that they would share. This outreach does not constitute formal government to government consultation.
6. Consultant professional archaeologist who either meets the Secretary of the Interior's (SOI) professional qualifications for archaeology or is supervised by a Consultant SOI-qualified archaeologist will perform a pedestrian survey in the project area and will monitor the geotechnical borings. Develop a geotechnical-specific inadvertent discovery plan (IDP) for use during geotechnical monitoring. The IDP will be attached to the draft and final report.

7. The monitor will visually and, if possible, manually observe the sediment samples in the field. If the geotechnical engineers do not need to retain sediment samples, the available spoils may be screened through ¼ inch mesh for artifacts prior to disposal in drums or backfilling. Artifacts identified during geotechnical investigations will be described, photographed, and reburied near the surface of the borehole in which they were identified. Notes about content and sediments encountered in the borings will be kept on standard forms. UTM coordinates of the borings will be recorded with a hand-held GPS unit. If an archaeological site is identified, additional work will likely be necessary to delineate site boundaries and evaluate significance of the site. In addition to identifying cultural resources, an important part of fieldwork will be to document current conditions and recent disturbance in the project area.
8. The results of cultural resources background review, pedestrian survey, and geotechnical monitoring will be presented in a technical report appropriate for submission to DAHP, Indian Tribes, and other concerned parties. The report will include information concerning identified cultural resources and will provide recommendations of their eligibility for listing in the National Register of Historic Places (NRHP), if feasible, or if further work is needed to complete eligibility evaluations. The report will also include recommendations regarding project impacts and ways to avoid or minimize damage to cultural resources, as well as additional cultural resources work that may be necessary (e.g., construction monitoring). Due to confidentiality requirements for archaeological site location data, distribution of the report may be restricted. The results of the background review, pedestrian survey, and geotechnical monitoring will be incorporated into the SEPA checklist.
9. Develop a project-specific IDP construction. The IDP will be attached to the draft and final report.
10. Coordinate with the project team regarding the results of the cultural resources review, pedestrian survey, and geotechnical monitoring. This includes coordination with the City and DAHP, and review and response to comments received from the Tribes as part of the cultural resources review process.

Client Responsibilities

1. Provide information as needed
2. Review and provide one set of consolidated comments on the permit application package(s) for each comment round
3. Sign application forms.
4. Pay permit fees for applications

Assumptions

1. No environmental fieldwork is required for this task.
2. Project location potentially in a CARA I which will be addressed through SEPA review; no other critical areas were identified or included with this scope.
3. Shannon & Wilson will be providing a CARA Evaluation to support a critical areas permit for the CARA I under Task 400.
4. A Shoreline Exemption for work East or West of Avondale Road, associated with Bear Creek shoreline jurisdiction requirements (RZC 21.68.020(C)) for compliance with RCW Chapter 90.58, the Shoreline Management Act, Chapter 173-26 of the Washington Administrative Code or its successor, and the policies and regulations of the Redmond Shoreline Master Program will be prepared. No other satisfaction of shoreline requirements are included.
5. A SEPA Checklist using the City of Redmond (2/2023) form will be prepared.

6. The City of Redmond will be the Lead Agency for SEPA and the SEPA Threshold Determination will be prepared by the City of Redmond. A Determination of Non-Significance (DNS) is anticipated to be the appropriate determination of significance for this proposal. Services do not include SEPA preparation beyond a checklist (EIS or EA) or other supporting documentation (reports).
7. Work is within ROW, land use entitlement would not be required.
8. Applications will be submitted electronically by HDR.
9. Permit fees will be paid by the City, if required.
10. Notice boards and signs will be prepared by and installed by the City.
11. Permitting for geotechnical explorations is not included in this task.
12. Up to 30 potholes are anticipated. Up to three separate ROW permits will be prepared for potholing work. Utility plans required for the ROW permits will be provided by APS.
13. Up to 2 rounds of comment cycles are scoped for each of the permit packages.
14. No federal or state funding is identified; no federal or state permits are included.
15. Cultural resources review, pedestrian survey, and monitoring will comply with the Revised Code of Washington.
16. The project area is paved and developed, and excavating shovel probes is not feasible. Therefore, the cultural resources specialist will observe the subsurface sediments during geotechnical monitoring. No observations by a cultural resources specialist are required for potholing.
17. No archaeological resources are assumed.
18. No historic built environment resources are assumed, and no historic built environment survey is included.
19. Up to 4 days are included for pedestrian survey and geotechnical monitoring.
20. HDR will provide email notification to Indian Tribes at least 10 days in advance of pedestrian survey and geotechnical monitoring, as feasible.

Deliverables (emailed PDF file unless otherwise noted)

1. Draft and final permit application submittal packages
2. Draft and final SEPA Checklist
3. Draft and Final Shoreline Exemption Permit application
4. Draft and final geotechnical-monitoring IDP
5. Draft and final cultural resources technical report
6. Draft and final project-specific construction IDP

Task 600 Utility Design

SubTask 601: Preliminary Design

Objective

Preliminary design will include utility drawings to the 30% design level and Opinion of Probable Project Costs (OPPC).

HDR Services

1. Request and review data to conduct the preliminary engineering task. Develop a formal "Request for Information" and coordinate with the City during data collection.
2. Develop preliminary design plans (including profiles) to the 30% level that consider long-term operation and maintenance needs, location of existing utilities, end connection

requirements, valving, service connections, air relief and blow-off features, maintaining water service during construction, minimizing neighborhood traffic and construction impacts, and constructability.

3. Develop preliminary list of Special Provisions to be developed in final design.
4. Develop OPPC to AACE International Class 3 level with an anticipated accuracy range of -20% to +30%. Prepare for and attend up to two (2) project coordination meetings with the City. The first meeting to include a preliminary alignment review, the second meeting to be the draft design submittal review meeting.
5. Perform a constructability review to identify risks, constraints, access needs, easement needs and possible issues with proposed design.
6. Corrosion Control Pre-Design
 - A. Review borings logs and select up to six soil samples for testing.
 - B. After receipt from the geotechnical subconsultant, test the soil samples for as-received resistivity, saturated resistivity, pH, possibly sulfides and oxidation-reduction potential, and perform a chemical analysis for calcium, magnesium, sodium, carbonate, bicarbonate, chloride, sulfate, ammonium, and nitrate.
 - C. Review the National Pipeline Mapping System (NPMS) to verify if oil and gas transmission mains are located within the area. If so, contact the owner and inquire about nearby impressed current cathodic protection systems as possible sources of stray current.
 - D. Provide a draft report including recommendations for controlling corrosion of materials planned for underground use within three weeks of receipt of samples.
 - E. Review report comments and revise accordingly. Submit a final report signed by an AMPP NACE CP Specialist.
7. Meetings:
 - A. Kickoff Meeting. Project kickoff with the City to discuss routing, design issues, standards, etc.
 - B. 30% Review Meeting. After the City has completed their review, meet with Consultant to discuss the layout and alignment.

Client Responsibilities

1. Provide available record documents.
2. Review the preliminary design drawings, OPPC, and supporting documentation with written comments.
3. City review period is assumed to be ten (10) days.
4. Attend project coordination meetings.
5. Provide standard drawings and specs.

Assumptions

1. No detailed Special Provisions are included in preliminary design submittal.
2. No hydraulic modeling services are needed

3. Kickoff meeting: Assumes 1 virtual meeting, 2-hours in length, attended by up to 5 consultant staff (PM, 2 Utility, 2 Transportation) plus geotechnical subconsultant (see geotechnical scope).
4. 30% review meetings: Assumes 1 virtual meeting, 2-hour in length, attended by up to 3 consultant staff (PM, 1 Utility and 1 Transportation).
5. Review comments will be received in a comprehensive, non-conflicting, single submittal via Bluebeam.
6. Multiple rounds of review comments on the same design completion submittal are not anticipated.
7. Detail sheets are not included
8. Corrosion control is not assumed to proceed beyond this preliminary phase and is not included in the design phases.
9. Anticipated 30% drawings are indicated in Appendix A.

Deliverables (emailed PDF file unless otherwise noted)

1. Electronic copy of formal "Request for Information".
2. Meeting agendas and minutes.
3. Draft and final corrosion control report.
4. Preliminary design drawings.
5. Preliminary list of Special Provisions.
6. Draft engineer's opinion of probable construction cost (OPPC).
7. One (1) zip file of franchise utility record drawings.

SubTask 602: 60% Design

Objective

To develop 60% level utility design drawings, special provisions, OPCC, and updated construction working days estimate. 60% design level deliverables will incorporate City review comments received on the preliminary design documents, and further advance design.

HDR Services

1. Develop 60% design level drawings.
2. Drawings submitted with the 60% design deliverable will include the following:
 - A. Drawings previously submitted with the preliminary design deliverable advanced to the 60% design level.
 - B. Site preparation and TESC plans.
 - C. Utility replacement plans and profiles.
 - D. Connection details.
 - E. Water Service List including address, meter number, service size, service pipe material, construction action (replacement, reconnect, meter replacement, box/vault replacement, etc).

3. Develop 60% design level special provisions. Special provisions will be based on City Standard special provisions and modified to meet specifics of the project.
4. Develop 60% design level OPCC and update construction working days estimate.
 - A. The 60% OPCC will be consistent with AACEI Class 2 Estimate and will include 15% contingency to account for unknowns, and an anticipated accuracy range of -10% to +15%.
5. Develop construction sequencing and working day estimate including installation of temporary and permanent pipes, system connections, service connections, testing and flushing. The suggested sequencing will be for internal coordination only and will not be part of the bid documents.
6. Meetings:
 - A. A 60% review workshop following the City review period.
 - B. Project review meetings to discuss design.

Client Responsibilities

1. Review and comment on each deliverable. Review comments will be received in a comprehensive, non-conflicting, single submittal via BlueBeam.
2. Coordinate and obtain temporary construction easements.

Assumptions

1. Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
2. City review period is 15 working days for 60% deliverable.
3. Review comments will be received in a comprehensive, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
4. No hydraulic modeling will be performed by the Consultant team.
5. 60% review workshop will include 3 consultant staff (PM, 1 Utility, and 1 Transportation) and be 3 hours in length, including travel time, meeting notes, preparation (assumes a 2-hour workshop).
6. Project review meetings: Assumes 2 virtual meetings, 1-hour in length, attended by up to 3 consultant staff (PM, 1 Utility, and 1 Transportation).
7. Anticipated 60% drawings are indicated in Appendix A.

Deliverables (emailed PDF file unless otherwise noted)

1. 60% level design drawings.
2. 60% level Special Provisions.
3. 60% level OPCC.
4. 60% construction sequencing.
5. Updated construction working days estimate.

SubTask 603: 90% Design

Objective

Develop 90% level utility design drawings, special provisions, OPCC, and updated construction working days estimate. 90% design level deliverables will incorporate City review comments received on the 60% design documents, and further advance design.

HDR Services

1. Develop 90% design level drawings.
2. Develop 90% design level special provisions and submit to the City for review at least ten (10) working days prior to 90% Review Meeting. 90% design level special provisions to address anticipated project work.
3. Develop 90% design level OPCC and update construction working days estimate.
 - A. The 90% OPCC will be consistent with AACEI Class 1 Estimate and will include 5% contingency to account for unknowns, and an anticipated accuracy range of -5% to +10%.
4. Update construction sequencing plan developed during 60% design for 90% design level.
5. Meetings:
 - A. A 90% review workshop following the City review period.
 - B. Project review meetings to discuss design.

Client Responsibilities

1. Review and comments on each deliverable. Review comments will be received in a comprehensive, non-conflicting, single submittal via Bluebeam.
2. Coordinate and obtain required easements.
3. Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

1. The 90% submittal should be bid quality level of design. Deliverable will include plan sheets, details, and bid items accounted for in engineer’s OPCC.
2. The drawing list is included as Exhibit A and is the basis for the fee estimate related to design drawings.
3. Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
4. No design changes will be made after the 90% deliverable is submitted to the City (only minor adjustments or corrections are anticipated).
5. City review period is 15 working days for 90% deliverable.
6. 90% review workshop will include 3 consultant staff (PM, 1 Utility, 1 Transportation) and be 3 hours in length, including travel time, meeting notes, preparation (assumes a 2-hour workshop).

7. Project review meetings: Assumes 2 virtual meetings, 1-hour in length, attended by up to 3 consultant staff (PM, 1 Utility and 1 Transportation).
8. Anticipated 90% drawings are indicated in Appendix A.

Deliverables (emailed PDF file unless otherwise noted)

1. 90% level design drawings.
2. 90% level Special Provisions.
3. 90% level OPCC.
4. 90% construction sequencing.
5. Updated construction working days estimate.

SubTask 604: Final Design

Objective

Develop final utility design drawings, special provisions, and OPCC based on comments from the City's review of the 90% design deliverable including a Bid-check set (99%) and Bid-Ready set (Final). Deliverables will incorporate and address City review comments provided on prior deliverables.

HDR Services

1. Develop 99% design level design drawings.
2. Develop 99% design level special provisions and bid proposal package.
3. Develop 99% design level OPCC and update construction working days estimate.
 - A. The 99% OPCC will be consistent with AACEI Class 1 Estimate and will include 0% contingency (force account minor changes bid item will serve as contingency), and an anticipated accuracy range of -5% to +5%.
4. Update construction sequencing plan developed during 90% design for 99% design level. This is the final update to the construction sequencing plan.
5. Incorporate City 99% design review comments into design documents to develop the Bid-Ready (Final) drawings, special provisions, and OPCC. Drawings, special provisions, and OPCC will be submitted to the City that are ready for bidding and distribution. Drawings and special provisions will be electronically stamped and signed by a Professional Engineer licensed in the State of Washington.

Client Responsibilities

1. Review and comments on Bid-check set deliverable. Review comments will be received in a comprehensive, non-conflicting, single submittal via Bluebeam.
2. Coordinate and obtain required easements.
3. Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred "front-end" sections.

Assumptions

1. Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
2. Minimal comments are anticipated on the Bid-check set, therefore no meeting is anticipated.
3. Anticipated final drawings are indicated in Appendix A.

Deliverables (emailed PDF file unless otherwise noted)

1. 99% design Bid-check package including the drawings, special provisions, construction sequencing plan, and OPCC.
2. Final Bid-Ready design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) .

SubTask 605: Community Engagement

Objective

Provide support to the City outreach efforts.

HDR Services

1. On an as-requested basis, provide outreach and engagement support to City staff.

Client Responsibilities

1. Lead and direct community outreach and engagement efforts.

Assumptions

1. Support is provided on an as-needed basis and is limited to \$15,000.

Deliverables (emailed PDF file unless otherwise noted)

1. As requested.

Task 700 Transportation Design

SubTask 701: Preliminary Design

Objective

Preliminary design will include transportation drawings to the 30% design level and Opinion of Probable Project Costs (OPPC).

HDR Services

1. The consultant will conduct a site visit to assess the condition of existing pedestrian infrastructure and to identify existing barriers to accessibility. The scope of the assessment will include existing sidewalk, curbs, and curb ramps within the project limits. A minimum of one city staff person will attend. The consultant will prepare a summary of the assessment and any deficiencies identified during the assessment will be addressed in the design.

2. The consultant will conduct a field inspection of existing street lighting infrastructure within the project limits.
 - A. Pre-inspection planning: Consultant will review available maps and records of street lighting in the project area and develop an inventory template to ensure consistent and complete data collection.
 - B. Field inspection: Consultant will perform a daytime visual inspection of all streetlights within the project area and inventory the following details for each streetlight:
 - a. Pole Type: Material (e.g., steel, aluminum, wood)
 - b. Fixture Type: Identify lamp type (e.g., high-pressure sodium (HPS), metal halide, existing LED).
 - c. Condition: Note any visible damage to the pole or fixture.
 - d. Numbering: Record pole ID or assign temporary identifiers if numbering is unavailable.
 - C. The consultant will compile and summarize street lighting inspection according to the inventory parameters above. Summary will include LED upgrade recommendations by flagging all HPS and non-LED fixtures for potential replacement with LED technology, and notes on feasibility of upgrading fixtures based on observed conditions.
 - D. Recommended street lighting improvements will be included on the 2D paving plans.
3. Develop preliminary design plans to the 30% level to depict proposed pavement rehabilitation, buffered bike lane, select curb gutter and sidewalk replacement, and curb ramp retrofits that consider minimizing neighborhood traffic and construction impacts, and constructability. Drawings and TM's submitted with the preliminary design deliverable will include the following:
 - A. Horizontal control plans.
 - B. Roadway Typical Sections.
 - C. Paving Plans (2D).
 - D. Pavement repair memo
 - E. Buffered bike lane memo
 - F. Intersection and curb ramp layouts (2D).
 - G. Buffered bike lanes (2D)
 - H. Curb gutter and sidewalk replacement (2D)
4. Develop preliminary list of Special Provisions to be developed in final design.
5. Meetings
 - A. See Utility Section 601.

Client Responsibilities

1. See Utility Section 601.

Assumptions

1. See Utility Section 601 for Assumptions.

2. One site visit attended by up to two consultant staff and one city staff to assess the condition of existing pedestrian facilities (including sidewalks, curb ramps, and curbs).
3. One site visit attended by up to two consultant staff to assess the condition of existing street light infrastructure.
4. No 3D modeling services are needed.
5. No specifications anticipated for preliminary design.
6. Restoration sheets are not included.
7. Traffic Control sheets are not included.
8. Pavement rehabilitation will be within the existing curb-to-curb width approximately, no widening of the existing roadway is anticipated. Existing curb and gutter will remain in place and damaged curb and gutter requiring replacement will be noted in the paving plan. No vertical profile adjustments will be required along the project extents, except minor adjustments may be needed to make curb ramps compliant to ADA.
9. Pavement rehabilitation is anticipated to include overlay, grind/inlay and full-depth patching. Full depth patching, if needed, will be shown in plan view per the Geotechnical recommendations. Pavement testing including falling weight deflectometer testing and corings will be needed to come up with a pavement repair recommendations.
10. Curb ramp retrofit will be limited to existing sub-standard curb ramps and replacement of ramps directly impacted by utility construction work. Curb ramp design will be limited to 2D layout at preliminary design at existing intersections. 3D elements will be considered and included with 60% design. Consultant will indicate potential ADA design deviations for review. Up to twenty-five (25) curb ramp retrofit locations are anticipated.
11. Buffered bike lanes: Striping and signing of the roadway will need to be modified to incorporate buffered bike lanes on both sides of the roadway per the City bike design manual. A memo showing the feasibility of incorporating buffered bike lanes on both sides of the roadway will be needed. Issues with incorporating buffered bike lanes within the existing geometry of the roadway will need to be discussed with the City for resolution. No changes in the existing width of the roadway will be required, however travel lane widths and bike lane widths may have to be adjusted. Channelization changes will also incorporate bicycle treatment at intersections and driveway crossings. This includes green bicycle lane bars and paint.
12. Existing signs, if impacted, will be removed and reset to City standards.
13. Traffic loop replacements must be identified to follow City standard details.
14. LED fixture replacements.
15. Project will qualify for SEPA Exemption and Shoreline Exemption.
16. Utility designs will include profile views.

Deliverables

1. See Utility Section 601.
2. Summary of field assessment of existing pedestrian facilities (one page memo).
3. Comprehensive street lighting inventory in tabular format (Excel), including all collected data and LED upgrade recommendations.

SubTask 702: 60% Design

Objective

To develop 60% level design drawings, special provisions, OPCC, and updated construction working days estimate. 60% design level deliverables will incorporate City review comments received on the preliminary design documents, and further advance design.

HDR Services

1. Develop 60% design level drawings. Drawings submitted with the 60% design deliverable will include the following:
 - A. Drawings previously submitted with the preliminary design deliverable advanced to the 60% design level.
 - B. Site preparation and TESC plans.
 - C. Roadway typical sections and details
 - D. Signal modification plans showing traffic loop replacements.
 - E. Light fixture replacements.
 - F. Curb ramp details.
 - G. Traffic control plans & details.
 - H. Channelization and signing plan
2. Develop 60% design level special provisions. Special provisions will be based on City Standard special provisions and modified to meet specifics of the project.
3. Develop 60% design level OPCC and update construction working days estimate.
4. Traffic Control Plans & Details
 - A. Attend a virtual meeting with the City to discuss initial thoughts on traffic control and construction staging opportunities.
 - B. Based on this discussion and the 60% design, prepare traffic control plans for each anticipated stage of construction. These plans will show traffic control devices and their arrangement. Show pedestrian, cyclist and public transit accommodations on the plans.
 - C. AutoTURN analysis of a design vehicle at critical turning or pinch points on the traffic control design.
 - D. Coordinate temporary traffic control plans with City staff in support of technical specification development.

Client Responsibilities

1. See Utility Section 602.
2. Facilitate meetings and communications with King County Metro.

Assumptions

1. See Utility Section 602.

2. Curb ramp design will identify minimum slopes and measurements including vertical elevations for compliance to ADA standards or maximum extent feasible. ADA design to meet City of Redmond Standards and 2024 PROWAG requirements.
3. Detour plans will not form part of the traffic control plans.
4. Temporary traffic signal plans will not form part of the traffic control plans.

Deliverables

1. See Utility Section 602.
2. Draft curb ramp deviations and draft maximum extent feasible (MEF) documentation, as applicable.

SubTask 703: 90% Design

Objective

Develop 90% level design drawings, special provisions, OPCC, and updated construction working days estimate. 90% design level deliverables will incorporate City review comments received on the 60% design documents, and further advance design.

HDR Services

1. Develop 90% design level drawings.
2. Develop 90% design level special provisions and submit to the City for review at least ten (10) working days prior to 90% Review Meeting. 90% design level special provisions to address anticipated project work.
3. Develop 90% design level OPCC and update construction working days estimate.
4. Project drainage report.

Client Responsibilities

1. See Utility Section 603.

Assumptions

1. See Utility Section 603.

Deliverables

1. See Utility Section 603.
2. 90% level drainage report
3. Final curb ramp deviations and draft maximum extent feasible (MEF) documentation, as applicable.

SubTask 704: Final Design

Objective

Develop final design drawings, special provisions, and OPCC based on comments from the City's review of the 90% design deliverable including a Bid-check set (99%) and Bid-Ready set

(Final). Deliverables will incorporate and address City review comments provided on prior deliverables.

HDR Services

1. Develop 99% design level design drawings.
2. Develop 99% design level special provisions and bid proposal package.
3. Develop 99% design level OPCC and update construction working days estimate.
4. Incorporate City 99% design review comments into design documents to develop the Bid-Ready (Final) drawings, special provisions, and OPCC. Drawings, special provisions, and OPCC will be submitted to the City that are ready for bidding and distribution. Drawings and special provisions will be electronically stamped and signed by a Professional Engineer licensed in the State of Washington.
5. Update the drainage report to address City comments and changes to the design between the 90% and final bid ready deliverable.

Client Responsibilities

1. See Utility Section 604.

Assumptions

1. See Utility Section 604.

Deliverables

1. See Utility Section 604.
2. Final drainage report; stamped and sealed.

SubTask 705: Community Engagement

Objective

Provide support to the City outreach efforts.

HDR Services

1. On an as-requested basis, provide outreach and engagement support to City staff.

Client Responsibilities

1. Lead and direct community outreach and engagement efforts.

Assumptions

1. Support is provided on an as-needed basis and is limited to \$15,000.

Deliverables (emailed PDF file unless otherwise noted)

1. As requested.

Task 800 Bid Support Services

Objective

This task will include supporting the City on an as-needed basis during bidding of the project.

HDR Services

1. As requested by the City, respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project contract documents. Maintain a written record of communications during bidding process.
2. Prepare and submit up to 2 addenda, as necessary.

Client Responsibilities

1. City to coordinate and submit bid-ready contract documents to Builders Exchange.
2. The City will be responsible for tasks associated with printing bid documents, document distribution, bid advertisement, pre-bid meeting, addenda distribution, plan holder administration, bid evaluation, bid tabulation, etc.

Assumptions

1. Questions are to be routed through the City; the Consultant team will not receive or respond directly to requests from bidders.
2. Support services during bidding will be performed up to the extent of the fee estimate and will require written authorization from the City's PM through a contract amendment.
3. Up to 2 draft addenda will be prepared for the City.

Deliverables

1. Written responses to bidder's questions.
2. Draft addenda for the City to distribute to plan holders.

Task 900 Management Reserve

Objective

To allow the City a discretionary task budget to cover additional professional services not currently included in this scope.

HDR Services

1. Provide professional services at the request of the City as mutually agreed and defined.

Client Responsibilities

1. Identify professional services deemed necessary that are not expressly included in this scope of services.

Assumptions

1. Agreement for the services to be performed under the Management Reserve task and budget will be documented and agreed upon by the City and HDR prior to proceeding.

Deliverables

1. To be determined and agreed upon by the City and HDR.

Schedule

Milestones	Date
Notice to Proceed	March 1, 2025
Surveying	May 1, 2025
Potholing	June 1, 2025
Geotechnical	July 1, 2025
Preliminary Design	November 1, 2025
60% Design	February 1, 2026
90% Design	May 1, 2026
Bid-Check Set	July 1, 2026
Final Design	August 1, 2026

Fee

See attached Exhibit D

Appendix A – Drawing List

Discipline	Description	Sheet Count	30%	60%	90%	99%	Final
General	Cover, Location Map	1	1	1	1	1	1
	Key map, Index	1	1	1	1	1	1
	Legend, Notes	1	1	1	1	1	1
	Notes	1	-	1	1	1	1
Survey	Plan	1	1	1	1	1	1
	Control	1	1	1	1	1	1
Traffic Control	Notes & Legend	1	-	1	1	1	1
	Staging & Sequencing	1	-	1	1	1	1
	TC Details	1	-	1	1	1	1
	Plans (Stage 1)	4	-	4	4	4	4
	Plans (Stage 2)	4	-	4	4	4	4
	Plans (Stage 3)	4	-	4	4	4	4
	Plans (Stage 4)	4	-	4	4	4	4
Site Prep/TESC	Plan	5	-	5	5	5	5
	Details	1	-	-	1	1	1
Water	Plan & Profile	5	5	5	5	5	5
	Details	5	2	5	5	5	5
	Water Services List	1	-	1	1	1	1
Roadway Alignment	Plan	4	4	4	4	4	4
Roadway Typical Sections	Plan	2	2	2	2	2	2
Roadway Pavement	Plan	4	4	4	4	4	4
	Details	1	-	-	1	1	1
Roadway Channelization	Plan	4	-	4	4	4	4
	Details	1	-	-	1	1	1
Roadway Curb Ramps	Plan	13	-	13	13	13	13
Traffic Signal	Plan	2	-	2	2	2	2
	Details	2	-	-	2	2	2
Total		75	22	70	75	75	75

Exhibit B

DBE Participation Plan

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

WMBE Certification	Contract Summary by Firm	Budget	Percent Contracted by Firm
	HDR Engineering, Inc.	\$ 602,508.00	55.92%
	Shannon & Wilson	\$ 192,770.00	17.89%
DBE	Sub WSSC	\$ 32,570.00	3.02%
	Applied Professional Services (APS)	\$ 187,880.00	17.44%
DBE	True North Land Surveyors, Inc	\$ 94,233.00	8.75%
Contracted Total Fee:			\$ 1,077,391.00
Unauthorized Contingency:			\$ 122,609.00
Total WMBE Percentage:			11.77%

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

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

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

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

Format: Basemap in CAD/Civil3D 2013

Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

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

Format: Basemap in CAD/Civil3D 2013

Transmission: FTP, CD, Email, SharePoint

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

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

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

Deliverables outlined in Scope of Work Exhibit A

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

Agency furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets

Word Documents

PDFs

WSDOT eForm

III. Methods to Electronically Exchange Data

Email, FTP, SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Attached

Exhibit D

Consultant Fee Determination

Project Name: Avondale Rd Pavement and Waterline Replacement
 Project Number: 2403
 Consultant: HDR Engineering, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 158%	Fee (Profit) 28.15%	Total Hourly Rate	Total
Principal In Charge	15	\$ 115.50	\$182.94	\$32.51	\$330.95	\$4,964.25
QA/QC	42	\$ 113.75	\$180.17	\$32.02	\$325.94	\$13,689.48
Sr Project Manager	114	\$ 145.75	\$230.85	\$41.03	\$417.63	\$47,609.82
Project Manager	271	\$ 94.50	\$149.68	\$26.60	\$270.78	\$73,381.38
Assistant Project Manager		\$ 78.75	\$124.73	\$22.17	\$225.65	
Sr Technical Engineer		\$ 131.25	\$207.89	\$36.95	\$376.08	
Sr Structural Engineer		\$ 105.00	\$166.31	\$29.56	\$300.87	
Structural Engineer		\$ 78.75	\$124.73	\$22.17	\$225.65	
Lead Design Engineer		\$ 99.75	\$157.99	\$28.08	\$285.82	
Sr Transportation Engineer		\$ 89.25	\$141.36	\$25.12	\$255.74	
Transportation Engineer		\$ 73.50	\$116.42	\$20.69	\$210.61	
Sr Traffic Control Engineer	70	\$ 89.50	\$141.76	\$25.19	\$256.45	\$17,951.50
Traffic Control Engineer	261	\$ 65.40	\$103.59	\$18.41	\$187.40	\$48,911.40
Traffic Control EIT	6	\$ 52.25	\$82.76	\$14.71	\$149.72	\$898.32
Sr Stormwater Engineer	36	\$ 94.50	\$149.68	\$26.60	\$270.78	\$9,748.08
Sr Corrosion Engineer	2	\$ 108.00	\$171.06	\$30.40	\$309.46	\$618.92
Corrosion Engineer	17	\$ 59.50	\$94.24	\$16.75	\$170.49	\$2,898.33
Corrosion Tech	2	\$ 52.75	\$83.55	\$14.85	\$151.15	\$302.30
Sr Geotechnical Engineer	14	\$ 111.75	\$177.00	\$31.46	\$320.21	\$4,482.94
Geotechnical Engineer		\$ 84.00	\$133.05	\$23.65	\$240.69	
Stormwater Engineer		\$ 73.50	\$116.42	\$20.69	\$210.61	
Sr Utilities Engineer		\$ 89.25	\$141.36	\$25.12	\$255.74	
Utilities Engineer		\$ 73.50	\$116.42	\$20.69	\$210.61	
Sr Cultural Resources Engineer	17	\$ 84.50	\$133.84	\$23.79	\$242.13	\$4,116.21
Cultural Resources Engineer 2		\$ 63.00	\$99.79	\$17.73	\$180.52	
Cultural Resources Engineer 1	132	\$ 47.25	\$74.84	\$13.30	\$135.39	\$17,871.48
Water Resources Engineer		\$ 57.75	\$91.47	\$16.26	\$165.48	
Sr Construction Manager	24	\$ 122.50	\$194.03	\$34.48	\$351.01	\$8,424.24
Construction Manager		\$ 115.50	\$182.94	\$32.51	\$330.95	
Sr Engineer		\$ 101.85	\$161.32	\$28.67	\$291.84	
Project Engineer 3		\$ 84.00	\$133.05	\$23.65	\$240.69	
Project Engineer 2	187	\$ 73.50	\$116.42	\$20.69	\$210.61	\$39,384.07
Project Engineer 1		\$ 63.00	\$99.79	\$17.73	\$180.52	
Staff Engineer		\$ 52.50	\$83.15	\$14.78	\$150.43	
EIT	401	\$ 49.00	\$77.61	\$13.79	\$140.40	\$56,300.40
Sr Permitting		\$ 94.50	\$149.68	\$26.60	\$270.78	
Premitting Lead	58	\$ 84.00	\$133.05	\$23.65	\$240.69	\$13,960.02
Sr Planner		\$ 78.75	\$124.73	\$22.17	\$225.65	
Planner 3		\$ 78.75	\$124.73	\$22.17	\$225.65	
Planner 2		\$ 63.00	\$99.79	\$17.73	\$180.52	
Planner 1		\$ 52.50	\$83.15	\$14.78	\$150.43	
Sr Environmental Scientist		\$ 105.00	\$166.31	\$29.56	\$300.87	
Environmental Scientist 3	28	\$ 94.75	\$150.07	\$26.67	\$271.50	\$7,602.00
Environmental Scientist 2		\$ 68.00	\$107.71	\$19.14	\$194.85	
Environmental Scientist 1	112	\$ 55.25	\$87.51	\$15.55	\$158.31	\$17,730.72
Sr Biologist		\$ 90.30	\$143.03	\$25.42	\$258.75	
Biologist 3		\$ 78.75	\$124.73	\$22.17	\$225.65	
Biologist 2		\$ 67.20	\$106.44	\$18.92	\$192.55	
Biologist 1		\$ 55.65	\$88.14	\$15.67	\$159.46	
Senior GIS Analyst		\$ 84.00	\$133.05	\$23.65	\$240.69	
GIS Analyst 3		\$ 68.25	\$108.10	\$19.21	\$195.56	
GIS Analyst 2	17	\$ 50.25	\$79.59	\$14.15	\$143.99	\$2,447.83
GIS Analyst 1		\$ 42.00	\$66.52	\$11.82	\$120.35	
Roadway/Civil QC Manager	30	\$ 120.75	\$191.26	\$33.99	\$346.00	\$10,380.00
Sr Roadway/Civil Engineer		\$ 94.50	\$149.68	\$26.60	\$270.78	
Roadway/Civil Engineer 2	185	\$ 74.55	\$118.08	\$20.99	\$213.62	\$39,519.70
Roadway/Civil Engineer 1		\$ 63.00	\$99.79	\$17.73	\$180.52	
Roadway/Civil EIT	377	\$ 55.75	\$88.30	\$15.69	\$159.75	\$60,225.75
Real Estate Agent Manager		\$ 94.50	\$149.68	\$26.60	\$270.78	
Sr Real Estate Agent		\$ 81.90	\$129.72	\$23.05	\$234.68	
Real Estate Agent 2		\$ 68.25	\$108.10	\$19.21	\$195.56	
Real Estate Agent 1		\$ 57.75	\$91.47	\$16.26	\$165.48	
Community Involvement	80	\$ 109.25	\$173.04	\$30.75	\$313.04	\$25,043.20
QA/QC Records Coordinator	5	\$ 59.00	\$93.45	\$16.61	\$169.06	\$845.30
Sr ROW Specialist		\$ 54.60	\$86.48	\$15.37	\$156.45	
ROW Specialist		\$ 47.25	\$74.84	\$13.30	\$135.39	

Exhibit D

Consultant Fee Determination

Project Name: Avondale Rd Pavement and Waterline Replacement
 Project Number: 2403
 Consultant: HDR Engineering, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 158%	Fee (Profit) 28.15%	Total Hourly Rate	Total
ROW Technician		\$ 44.10	\$69.85	\$12.41	\$126.36	
Sr Landscape Architect		\$ 73.50	\$116.42	\$20.69	\$210.61	
Landscape Architect		\$ 52.50	\$83.15	\$14.78	\$150.43	
Landscape Architect Coordinator		\$ 36.75	\$58.21	\$10.35	\$105.30	
Senior CAD Technician	301	\$ 66.15	\$104.77	\$18.62	\$189.55	\$57,054.55
CAD Technician 3		\$ 57.75	\$91.47	\$16.26	\$165.48	
CAD Technician 2		\$ 47.25	\$74.84	\$13.30	\$135.39	
CAD Technician 1		\$ 36.75	\$58.21	\$10.35	\$105.30	
Financial Analyst Manager		\$ 105.00	\$166.31	\$29.56	\$300.87	
Sr Financial Analyst		\$ 73.50	\$116.42	\$20.69	\$210.61	
Financial Analyst 2		\$ 57.75	\$91.47	\$16.26	\$165.48	
Financial Analyst 1		\$ 42.00	\$66.52	\$11.82	\$120.35	
Sr Project Accountant		\$ 73.50	\$116.42	\$20.69	\$210.61	
Project Accountant 2		\$ 57.75	\$91.47	\$16.26	\$165.48	
Project Accountant 1	62	\$ 45.15	\$71.51	\$12.71	\$129.37	\$8,020.94
Sr Tech Editor	6	\$ 66.15	\$104.77	\$18.62	\$189.55	\$1,137.30
Tech Editor		\$ 52.50	\$83.15	\$14.78	\$150.43	
Sr Project Coordinator		\$ 54.60	\$86.48	\$15.37	\$156.45	
Project Coordinator 2		\$ 47.25	\$74.84	\$13.30	\$135.39	
Project Coordinator 1	44	\$ 39.90	\$63.20	\$11.23	\$114.33	\$5,030.52
Strategic Communications Manager		\$ 120.75	\$191.26	\$33.99	\$346.00	
Strategic Communications Lead		\$ 109.25	\$173.04	\$30.75	\$313.04	
Strategic Communications Specialist 2		\$ 89.25	\$141.36	\$25.12	\$255.74	
Strategic Communications Specialist 1		\$ 78.75	\$124.73	\$22.17	\$225.65	
Total Hours	2,916.00				Subtotal:	\$600,551
REIMBURSABLES						
Mileage						\$107
Express Mail						\$150
Travel (Tolls, Parking, Lodging, etc)						\$50
Miscellaneous						\$1,650
					Subtotal:	\$1,957
SERVICES						
Applied Professional Services (APS)						\$187,880
True North Land Surveying						\$94,233
					Subtotal:	\$282,113
SUBCONSULTANT COSTS (See Exhibit E)						
Shannon & Wilson, Inc.						\$192,770
					Subtotal:	\$192,770

Total: \$1,077,391
Contingency: 122,609
GRAND TOTAL: \$1,200,000

May 3, 2024

HDR Engineering, Inc
1917 S 67th Street
Omaha, NE 68106

Subject: Acceptance FYE 2023 ICR – Cognizant Review

Dear Joe Cox:

We have accepted your firms FYE 2023 Indirect Cost Rate (ICR) of 158.39% of direct labor base on the "Cognizant Review" from the Nebraska Department of Transportation (NDOT) who accepted the audit performed by Cherry Bekaert LLP, CPAs & Advisors as follows:

- 158.39% of direct labor (rate includes 0.45% Facilities Capital Cost of Money).

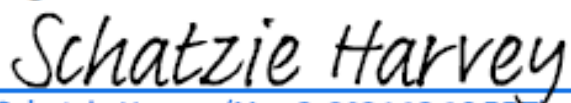
This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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.

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

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

Regards,


Schatzie Harvey (May 3, 2024 13:16 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

CH-0000

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See Attached

EXHIBIT E

Subcontracted Work

Project Name: Avondale Rd Pavement and Waterline Replacement

Project Number: 2403

Consultant: HDR Engineering, Inc.

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

Subconsultant	Work Description	Amount
Shannon & Wilson, Inc.	Geotech	\$192,770
Total:		\$192,770

Exhibit E

Consultant Fee Determination

Project Name: Avondale Rd Pavement and Waterline Replacement
 Project Number: 2403
 Consultant: Shannon & Wilson, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 188%	Fee (Profit) 28%	Total Hourly Rate	Total
Vice President	14	\$ 87.98	\$165.00	\$24.33	\$277	\$3,882
Senior Associate	3	\$ 78.21	\$146.68	\$21.63	\$247	\$740
Associate	33	\$ 72.10	\$135.22	\$19.94	\$227	\$7,499
Senior Professional II	240	\$ 62.52	\$117.25	\$17.29	\$197	\$47,294
Professional IV	89	\$ 51.09	\$95.81	\$14.13	\$161	\$14,332
Professional III	67	\$ 39.22	\$73.55	\$10.84	\$124	\$8,282
Technician	134	\$ 34.42	\$64.55	\$9.52	\$108	\$14,537
Senior Technical Services	36	\$ 51.25	\$96.11	\$14.17	\$162	\$5,815
Senior Administrative Services	26	\$ 50.58	\$94.86	\$13.99	\$159.42	\$4,145
			\$0.00	\$0.00	\$0.00	\$0
Total Hours	642				Subtotal:	\$106,527
REIMBURSABLES						
Mileage (Drilling Observation)						\$60
Sample Jars						\$540
Sample Receiving						\$150
Sample Storage Beyond 90 Days						\$450
Vibrating Wire Piezometers and Cable						\$1,100
Groundwater Dataloggers						\$1,200
Water Content by Mass (ASTM D2216)						\$1,152
Liquid Limit and Plastic Limit (ASTM D4318)						\$1,320
Sieve Analysis - No Hydrometer (ASTM D6913)						\$900
Combined Analysis - Hydrometer (ASTM D422)						\$1,800
Shipping and handling for 6 samples sent to HDR lab						\$150
FWD Mobilization						\$1,340
Dynatest 8002 FWD (10 Sensors) - Project Reference Calibration						\$1,220
Dynatest 8002 FWD (10 Sensors) (ASTM D4694) - Collection (Mile)						\$9,300
ELMDO 6 FWD Data Software						\$120
Lodging (FY24 per diem + estimated 18% taxes and fees)						\$600
Meals & incidental Expenses						\$544
Heavy Duty Vehicle - Mileage						\$747
Towing Surcharge - Mileage						\$315
California Bearing Ratio (ASTM D1883)						\$3,600
Field Equipment						\$170
					Subtotal:	\$26,778
SERVICES						
AGS	Traffic Control for Borings and Cores					\$8,875
AGS	Traffic Control for Groundwater Readings					\$9,145
Holt Services	Drilling and pavement coring					\$32,570
AGS	Traffic Control for FWD Testing					\$8,875
					Subtotal:	\$59,465

Total: \$192,770
Contingency:

GRAND TOTAL: \$192,770

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor or Mayor Designee

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit H

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