

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: <div style="text-align: center;">\$397,169.00</div>

Index of Exhibits

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

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:

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

If to CONSULTANT:

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

- 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.

Please see attached

High School Creek Watershed CIP Planning City of Redmond

Draft Scope of Work, Budget, and Schedule February 11, 2025

Introduction and Background

The City of Redmond (City) has retained Osborn Consulting, PACE Engineering, Inc., AltaTerra Consulting, Associated Earth Sciences Inc (AESI), Equinox Research and Consulting International (ERCI), and Enviroissues (referred to as Consultant or Consultant Team hereafter) to complete the High School Creek Watershed Capital Improvement Projects (CIP) Planning project. The High School Creek Watershed has been identified as a priority watershed in the City of Redmond Watershed Management Plan. The City has been awarded a Stormwater Financial Assistance Program (SFAP) Grant (Grant Number: WQC-2025-RedmPW-00052), administered by the Washington State Department of Ecology (Ecology) to identify and prioritize locations where stormwater treatment or flow control retrofits can be implemented in addition to the development of conceptual designs.

This project will review the existing conditions within the watershed, identify potential retrofits to existing stormwater facility to improve conditions in High School Creek, and identify the top-four stormwater retrofit opportunities within the watershed. Feasibility and conceptual designs for the top-four stormwater facilities for retrofit will be thoroughly investigated.

Task 1. Project Administration

This task involves the project management associated with the Watershed CIP Planning work, including project budgeting, team coordination, scope and schedule tracking and oversight, and the preparation of monthly invoices and progress reports.

Assumptions:

The following assumptions are associated with this task:

- The project duration is 22 months.
- The Consultant will develop a Project Management Plan (PMP) that consists of the following:
 - Project schedule with critical tasks and City tasks identified.
 - Communication protocols.
 - Project-specific quality assurance and quality control (QA/QC) plan.
 - Issue, action, and risk tracking log.
 - Budget management, including real-time tracking and reporting as well as a change-management log.
- A project kick-off meeting will be held with key Consultant team members (up to two prime Consultant staff and a representative from one sub-consultant) and City staff. The meeting will last no more than one (1) hour and will be held virtually. The Consultant Project Manager will develop the agenda and prepare and provide copies of relevant materials. The Consultant Project Manager will also take notes and provide a meeting summary.

- Phone calls once every other week (biweekly) will occur between the Consultant (up to two Consultant staff) and the City Project Manager to discuss project progress, upcoming events and tasks, and potential issues and remedies. The meetings are anticipated to be no more than one hour. Staff participation during the phone calls will vary based on the agenda.
- Project close-out activities will occur under this task. The City will conduct the closeout effort as per the grant agreement with Ecology.

Deliverables:

- Project management plan.
- Agenda and meeting notes for the project kick-off meeting. No formal presentation will be prepared for the kickoff meeting, and the meeting will be virtual.
- Forty-four (44) meetings held every other week (biweekly). The PM will attend all meetings and a second staff member will attend up to sixteen (16) of those meetings.
- Twenty-two (22) monthly progress reports and project invoices.

City Responsibilities and Deliverables:

- The City will review and approve invoices.
- The City will participate in project meetings.
- The City will coordinate and manage the Ecology Grant reporting requirements. This includes ensuring the contract aligns with Ecology’s standard contract clauses.
- Project close-out activities in the grant agreement will be completed by the City.

Task 2 Cultural Resources Study and Permitting

The Consultant team will assist the City to comply with the Cultural Resource Planning for soil borings and future ground-disturbing activities identified in the plan. The Consultant will perform a cultural resources risk assessment for up to four high-priority stormwater retrofit CIP sites. The risk assessment will use the Department of Archaeology and Historic Preservation’s online predictive model and a local sensitivity map and a probability model developed by the Consultant. The risk assessment will include a completed Cultural Resources Review Form and an Inadvertent Discovery Plan.

Assumptions:

- The Cultural Resources Study will be conducted before ground-disturbing activities as part of the site investigation.
- Approval of the Cultural Resources Review form and Inadvertent Discovery Plan will be received before any ground-disturbing activities are conducted as part of the site investigations.
- No fieldwork will be conducted as part of this task.
- No permits will be filed as part of this assessment.
- Cultural Resources Study and Permitting efforts will be limited to 108 hours for all four high-priority stormwater retrofit sites.
- The City will complete the State Environmental Protection Act (SEPA) for this project. No consultant support will be needed on the SEPA development.

Deliverables:

- Draft and Final Cultural Resource Plan, including Ecology Cultural Resources Review Form and Ecology Inadvertent Discovery Plan.

City Responsibilities and Deliverables:

- Draft and Final SEPA, submitted to Ecology.
- Final SEPA Determination submitted to Ecology.
- Provide data and input to Consultant as needed to develop the Cultural Resources Plan.

Task 3. Site Identification and Prioritization

This task will consist of gathering and analyzing relevant information and conducting field reconnaissance to produce an initial list of up to 15 potential retrofit candidate sites. The Consultant will also work closely with City staff to develop and apply the criteria for prioritization scoring and select the top four candidate sites. This task has been broken down into the following subtasks:

Task 3.1. Data Collection and Analysis, and Staff Interviews

This subtask will involve gathering and analyzing available data and information from past and current watershed planning activities, SMAP receiving water characterization and prioritization, ongoing comprehensive stormwater planning activities, and monitoring data to inform this project. To conduct an initial screening, the Consultant will review the City's GIS data, public and private development project drainage reports, historical field reconnaissance records, surface water monitoring data, and other resources, including maintenance records, drainage complaint data, and public feedback from outreach efforts. Staff interviews will be conducted to assist in the identification of up to 15 potential retrofit candidate sites and to enhance the existing data review. The data reviewed will be summarized in an existing data review summary matrix, and a list and map of up to 15 potential retrofit sites will be created.

Assumptions:

The following assumptions are associated with this subtask:

- The analysis of the watershed and identification of potential sites will be based on the data and information provided by the City.
- The data summary matrix will include all information gathered, including but not limited to:
 1. Presence of existing stormwater facilities
 2. Property ownership
 3. Drainage area
 4. Upstream land use
 5. Soils and geology
 6. Groundwater depth
 7. Topography
- The Consultant Team will lead up to four virtual 2-hour staff interview sessions. Up to three consultant staff will participate in the staff interviews.

Deliverables:

The following deliverables are associated with this task:

- Data review summary matrix
- Staff interview workshop agendas
- Meeting minutes and decisions will be documented after each staff interview session.
- List and map of up to 15 potential retrofit sites and existing water quality and flow control drainage basins.

City Responsibilities and Deliverables:

- The City will provide applicable data when requested, including sites previously identified by the City's Project Manager as potential sites.

Task 3.2 Field Reconnaissance

The Consultant will conduct up to 15 site visits to assess potential retrofit sites to confirm each site's characteristics and retrofit feasibility. In preparation for the site visit, a simple field investigation form will be developed. After the site visits are completed, the Consultant will write a field investigation summary.

Assumptions:

The following assumptions are associated with this subtask:

- The site visits will be "windshield"-level site visits, consisting of short visual screens to verify that site characteristics are in line with recorded data. Up to two Consultant staff members will conduct the site visits, with the assumption that the site visits together will be conducted in one working day.

Deliverables:

The following deliverables are associated with this task:

- Field Investigation Form
- Field Investigation Summaries

City Responsibilities and Deliverables:

- The City will coordinate access to private property to allow the Consultant to access the sites.

Task 3.3. Infiltration Feasibility Desktop Study

The Consultant Team will develop an understanding of the general hydrogeologic opportunities and constraints to evaluate both shallow and deep infiltration potential throughout the watershed. The Consultant will assemble and review publicly available data and information provided by the City or County related to the land use and physical characteristics of the High School Creek Watershed that will affect infiltration feasibility. The evaluation will consist of reviewing existing geotechnical exploration logs, groundwater data for the watershed, and water well logs on file with the State Department of Ecology. LiDAR will be used to identify steep slopes. This data analysis will be supplemented by field geologic mapping and reconnaissance as well as any local information on seepage issues that are obtained from public outreach activities (see Task 4).

The Consultant Team will map both the shallow and deep infiltration potential. The distribution, thickness, and depth to groundwater will be mapped based on the available data. Shallow infiltration

opportunities will be categorized as “poor-saturated,” “poor-not saturated,” and “good infiltration potential.” If “good” infiltration potential areas are limited from this assessment, a discussion will be held with the City and design team to assess parameters for a “moderate” potential category. The Consultant Team will also consider the risks and benefits of infiltration, mapping areas according to their infiltration potential.

Information documented as part of Task 3.3 will be used to map the potential for infiltration without causing down-gradient impacts, and document and map groundwater flow direction and depth to the extent possible. This information will be used to identify areas for targeted additional subsurface exploration and infiltration testing and will be summarized graphically and in a technical memorandum.

Assumptions:

The following assumptions are associated with this subtask:

- Field work will be limited to two days of field reconnaissance by one staff member.
- Public outreach data related to seepage or drainage issues will be collected in Task 4.
- No revisions will be made to the City GIS layers unless identified in this scope of work. Errors identified will be summarized and provided to the City for informational purposes.
- No assessment of contaminated soils or groundwater will be conducted as part of this project.

Deliverables:

The following deliverables are associated with this task:

- Draft and Final Geotechnical Investigation Memorandum, which consists of the following:
 - Project vicinity
 - Surficial Geology and Explorations
 - Hydrogeologic Cross-Sections, a total of two
 - Steep Slopes and Landslide Hazards
 - Water Supply Wells, Aquifer Distribution, and Groundwater Flow
 - Shallow Infiltration Feasibility
 - Deep Infiltration Feasibility

City Responsibilities and Deliverables:

- The City will provide existing data related to seepage or drainage issues.
- The City will provide relevant data, including existing GIS data, geotechnical reports, and water-level monitoring data or spreadsheets.

Task 3.4. Site Selection Prioritization Criteria Development

This task will involve developing criteria to score and prioritize each identified potential retrofit site in the watershed. The criteria will be designed to identify sites with the highest potential stormwater impact and fulfill other City needs and goals. The criteria will include but not be limited to the following:

- Infiltration effectiveness and potential
- Groundwater depth in relation to finish grade
- Ease of maintenance and access
- Constructability

- Site size and flow mitigation of proposed site
- Impact to existing private and public infrastructure
- Overall cost-effectiveness
- Community involvement
- Water quality benefit
- Topography
- Soil data
- Base flows
- Stream habitat
- Community impacts
- Long-term impacts

The individual criteria will be weighted to reflect their relative impact on stormwater management based on the City’s priorities for each criterion and will be developed in coordination with the City. The prioritization process will result in a “site score” for each evaluated site (to be used in Task 3.5), consisting of the product of the criteria rating multiplied by its weighting.

Assumptions:

The following assumptions are associated with this subtask:

- Prioritization methodology will be based on the methodologies used in the City’s Storm and Surface Water System Plan and the Monticello Watershed Restoration Plan.
- The Consultant will develop up to 20 prioritization criteria.
- Up to three consultant staff will attend a 2-hour virtual workshop to review the draft prioritization criteria.

Deliverables:

The following deliverables are associated with this task:

- Draft and Final Prioritization Matrix
- Workshop agenda and meeting minutes
- Draft responses to Ecology comments on the prioritization methodology for the City to finalize and submit to Ecology.

City Responsibilities and Deliverables:

- The City will provide their existing methodologies for review and reference purposes.
- The City will review and provide input on proposed methodologies in a timely manner.
- The City will submit the draft prioritization to Ecology and will provide the Consultant with Ecology comments before the prioritization methodology is finalized.

Task 3.5. Scoring Sites

This task includes utilizing the finalized prioritization matrix developed in Task 3.4 to prioritize the identified list of up to 15 sites. Based on this prioritization, the top four retrofit sites will proceed to Tasks 4, 5, and 6.

Assumptions:

- One 2-hour review meeting will be held with City staff to review the final scoring of sites. This meeting will be virtual and attended by up to three Consultant staff.

Deliverables:

The following deliverables are associated with this subtask:

- Provide draft and final ranked list of potential retrofit projects.
- Review meeting agenda and meeting minutes.

Task 3.6. Site Identification and Prioritization Report

After the prioritization methodology and ranking are completed, a Site Selection and Prioritization Report will be written. This report will document the process for Tasks 3.1 to 3.5. This report will include at minimum the following:

- A summary of the data reviewed and interviews conducted
- A list of potential retrofit sites (up to 15 potential sites)
- Two maps: (a.) an existing conditions map, (b.) a map identifying the potential retrofit sites (up to 15 potential sites) and highlighting the top four sites
- A summary of the field investigations and findings
- A summary of the geotechnical memorandum
- A discussion of how the prioritization criteria was developed and applied
- A summary of the prioritization methodology
- The results of the site prioritization

Assumptions:

- The Draft and Final Site Identification and Prioritization Report will be limited to 20 pages, excluding attachments.

Deliverables:

- Draft and Final Site Identification and Prioritization Report
- Two maps, as detailed above
- Prepare draft responses to Ecology comments on the Site Identification and Prioritization Report for the City to finalize and submit to Ecology.

City Responsibilities and Deliverables:

- The City will provide review and comments on the draft report.
- The City will coordinate with Ecology to provide a review of the Draft Prioritization Report.

Task 4 Public Outreach

This task involves the City leading the public engagement activities to inform the planning process decisions around the capital projects and the appropriate levels of service.

The Consultant will assist the City’s project team by developing materials to support the public outreach efforts during the site selection process and BMP selection. These public outreach materials may include High School Creek Watershed maps, easily understood visuals, concise summaries of potential BMPs,

and other information and data that will be used to create content. The Consultant will provide cost estimates for specific material upon request to inform the production and prioritization of materials. Materials will adhere to City style guidance, and the City will provide guidance and assets such as relevant logos, templates, and photographs.

Assumptions:

- The City will lead the development of outreach strategies and staff outreach events.
- The Consultant will assist the City with materials development. Draft and final outreach materials may include BMP descriptions, summaries of selected site maps, mailers, factsheets, website copy, survey copy, and presentation slides.
- The City will provide for the direct costs associated with printing, mail house services, postage, advertising, translation and interpretation services, as well as vendor coordination.
- Public outreach data related to seepage or drainage issues will be collected under this task.
- The City will prepare and submit a Public Outreach Evaluation Report for submittal to Ecology.

Deliverables:

- Draft and Final Outreach Materials.

City Responsibilities and Deliverables:

- The City will lead Public Outreach Strategies.
- The City will obtain permission for any investigations on private property and prepare Landowner Acknowledgement Forms required by Ecology
- The City will complete the Public Outreach Evaluation Report for submittal to Ecology
- Response to Ecology comments to the Public Outreach Evaluation Report

Task 5 Facility Selection and Conceptual Designs

This task will consist of (1.) selecting preferred BMP alternatives for the four priority sites identified in Task 3 and (2.) developing 30-percent conceptual design plans for the selected sites. This task is broken down into the following subtasks:

Task 5.1 Preferred BMP Selection

For this subtask, the Consultant will develop BMP selection criteria to identify the preferred BMPs that are suited for the sites selected in Task 3. BMPs will be selected to retrofit the existing sites to address water quality and flow control concerns. The BMP selection will evaluate the following factors including but not limited to:

1. Effectiveness in the mitigation of identified issues
2. Cost
3. Potential permitting requirements
4. Construction Feasibility
5. Site Infiltration Potential
6. Potential impacts on surrounding neighborhoods
7. Input from adjacent property owners

Assumptions:

- The BMPs considered will comply with Redmond Municipal Code (RMC) 13.06 Stormwater Management Code, RMC 15.24 Clearing, Grading and Stormwater Management, and the City of Redmond Stormwater Technical Notebook.

Deliverables:

- BMP Selection Criteria spreadsheet

Task 5.2 Hydraulic and Hydrologic Modeling

Using an Ecology-approved continuous event model, the Consultant will estimate flows within each High School Creek subbasin for the four retrofit sites. The models analyze the performance of existing BMPs at the four sites, which were constructed under older standards. The results of the models will be used to confirm the BMP selection and to preliminarily size the facilities for the four retrofit sites.

Assumptions:

- The Consultant will use MGS Flood as an Ecology-approved continuous event model.
- Further modeling will be needed at later stages of the project design.

Deliverables:

- Preliminary BMP Sizing as determined by MSG Flood modeling results.

Task 5.3 Field Verification and Geotechnical Exploration

This task will involve geotechnical explorations to confirm that the BMPs that rely on infiltration are suitable for the selected sites. This will be focused on analyzing the infiltration potential and developing an understanding of subsurface conditions within the watershed. The subsurface exploration will be defined based on the selected sites. The final number for the type of geotechnical testing will be confirmed based on the results of Task 3.3. It is anticipated that the explorations will be located in the upper reaches of the watershed to evaluate potential deep infiltration opportunities in Vashon advance outwash. The information acquired will consist of the soil types, the thickness of overlying glacial till, the characterization of gradation and stratification within the Vashon advance outwash if encountered, and the depth to groundwater. Groundwater elevations and the estimated discharge locations will also be updated based on new information and in relation to off-site facilities such as steep slopes.

Assumptions:

- This task will be conducted, if necessary, dependent on the selected BMPs.
- No soil or groundwater contamination is present at the sites.
- The City will notify the public and call Utility Locate for each exploration location.
- Excess soil generated during subsurface exploration can be spread on-site.
- The Consultant will secure right-of-way permits as needed.
- Traffic control costs are location dependent and are not included in this scope of work.
- Additional assumptions regarding level of effort, site access and restoration will be determined after priority sites are determined.

- For budgeting purposes, the depth of each boring that will be drilled using hollow-stem auger drilling equipment is assumed to an average of 60 feet, for a total of 120 feet of drilling.
- It is assumed that two explorations will be conducted, utilizing hollow stem auger drilling equipment to characterize the subsurface conditions.

Deliverables:

- Technical memorandum, which documents the work of this subtask including exploration logs and updated basemaps, provided in PDF format.

City Responsibilities and Deliverables:

- The City will coordinate access to private property, including Ecology's Landowner Acknowledgement Forms prepared and submitted in Task 4, to allow the Consultant to access the sites.
- The City will notify the public and call Utility Locates for each exploration location.
- The City will have existing utilities cleared with a private locate service in addition to the public utility notification service. Vactor truck services can be used to confirm that utilities are not present before subsurface exploration activities start.

Task 5.4 CIP Factsheet Development

The Consultant will develop four summary factsheets, with one factsheet prepared for each of the four selected retrofit sites. The factsheets will at a minimum include a vicinity map and a site map that details the size, type, and location of the selected BMP. The factsheets will also contain a brief project description and document the design considerations. The factsheets will provide an analysis of the life cycle costs of the facility, including from project initiation through construction, operation and maintenance, and the facility's ultimate decommissioning. Cost estimates will involve the conceptual-level costs for design and construction, with the costs including the permits and property acquisitions for the project.

Assumptions:

- A one 2-hour virtual review meeting with City staff and three staff members of the Consultant team to confirm the concepts proposed for development into the CIP factsheets.
- A draft CIP Factsheet template will be developed and agreed upon prior to the workshop below. The template will be reviewed by the City.
- Each factsheet will be approximately two pages in length, with one page for the description and one page for the site map.
- The cost estimates will use planning-level cost estimates based on both the City's and Consultant's recent experience along with bid tabs, with appropriate allowances for project contingencies and unknowns.

Deliverables:

- Draft and Final CIP factsheets for up to four stormwater retrofit sites.

Task 5.5 Feasibility Analysis and Site Surveys

This task will involve a feasibility analysis for each site to confirm that the selected BMPs will work at the sites. The feasibility analysis will consider information gathered during the site visits and from a topographic survey. Up to four sites, a topographic survey, boundary survey utility mapping, and/or potholing will be developed to identify the locations of existing utilities, site elevations, and other site features. The base maps developed will be utilized for completion of the 30-percent design.

Assumptions:

- Potholing will be performed, if needed, for a specific site.
- Topographic Survey: The Consultant will conduct a topographic survey of the project areas, capturing elevation changes, critical features, and infrastructure to support the related analysis and design considerations, as needed for up to four retrofit sites.
- Boundary Survey: The Consultant will define City of Redmond right-of-way limits and critical property lines. Non-critical property lines will be shown based on King County GIS data, as needed for up to four retrofit sites.
- Utility Mapping: The Consultant will subcontract with a utility locator to identify and mark subsurface utilities. Utilities will be shown based on these paint marks and available records, as needed, for up to four retrofit sites.
- Topographic survey, boundary survey, utility mapping, and potholing are limited to 72 hours for up to four sites.

Deliverables:

- A topographic survey, boundary survey, or utility mapping for up to four retrofit sites that will be used in the conceptual designs. The Consultant will provide CAD and GIS-based survey data to integrate seamlessly into the design team's workflows for up to four retrofit sites.

City Responsibilities and Deliverables:

- The City will coordinate access to private property to allow the Consultant to access the sites, as needed.

Task 5.6 Conceptual, 30% Design Drawings

This task involves the development of the 30-percent conceptual design drawings for the selected four retrofit sites. The conceptual designs will include at a minimum the size, type, and location of the selected BMPs, as well as the overall site layouts including the site improvements and utility relocations for construction of the BMPs. The 30 percent conceptual designs may also contain additional project elements such as community improvements adjacent to the proposed work. This task will consist of the 30-percent conceptual design drawings for each of the four retrofit sites.

Assumptions:

- The City will review draft 30-percent conceptual design drawings prior to review meeting with the Consultant Team.

- One virtual 2-hour review meeting will be held to review the draft 30-percent conceptual design drawings. Up to three Consultant Team staff will attend this meeting.

Deliverables:

- Draft and Final 30-percent conceptual drawings for up to four stormwater retrofit sites.
- Draft and Final preliminary drainage reports with the stormwater calculations for four sites.

City Responsibilities and Deliverables:

- City staff will provide review comments on the Draft and Final 30-Percent Conceptual Drawings
- Submit the 30-percent drawings to Ecology and coordinate the incorporation of comments.

Task 5.7 Conceptual Design Report

This task will involve the development of a conceptual design report that will function as the High School Creek Watershed CIP Plan for the City. This report will contain a summary of the entire project including summarizing the deliverables in the previous tasks and subtasks. This report will contain the following:

- BMP Selection Summary
- MGS Flooding Results
- Geotechnical Exploration Summary
- CIP Factsheets with refined costs, as needed
- 30-Percent Conceptual Drawings
- Public Input Summary
- Permitting Considerations

Assumptions:

- The Conceptual Design Report will be up to 40 pages in length, excluding appendices.
- The Draft Final of the Conceptual Design Report will be reviewed by the City.
- Ecology will review the Final Draft of the Conceptual Design Report.

Deliverables:

- Draft, Final Draft, and Final Conceptual Design Report

City Responsibilities and Deliverables:

- The City will provide a summary of public input for inclusion in the report.
- The City will provide comments on the draft Conceptual Design Reports.
- City staff will submit the Final Conceptual Design report to Ecology.

Level of Effort Estimate

The level-of-effort estimate for the above scope of work is provided in Table 1, attached. Services for each task will not exceed the budget in the level of effort (Table 1) for this task, unless discussed and agreed upon with the City's Project Manager.

Schedule

The preliminary schedule for the tasks that are outlined above is provided in Figure 1, attached. Our schedule is dependent on Ecology's review periods indicated in the grant agreement are per deliverable. The Draft Prioritization Matrix will be reviewed by Ecology in a 30-day window. The Draft Conceptual Design Report (for all sites) will be reviewed by Ecology in a 45-day period.

TABLE 1: LEVEL OF EFFORT

TASK ID	SUB TASK ID	TASK DESCRIPTION	Task Estimated Cost
1		Project Administration	
		Biweekly check-ins with City PM	
		Monthly Invoices and Progress Report	
		Project Management Plan (PMP)	
		Project Kickoff Meeting	
		Project Close Out	
			SUBTOTAL \$ 39,272.00
2		Cultural Resources Study and Permitting	
		Cultural Resources Study and Permitting	
		SEPA Development (City Task)	
			SUBTOTAL \$ 11,162.00
3		Site Identification and Prioritization	
	3.1	Data Collection and Analysis, and Staff Interviews	
	3.2	Field Reconnaissance	
	3.3	Infiltration Feasibility Desktop Study	
	3.4	Site Selection Prioritization Criteria Development	
	3.5	Scoring Sites	
	3.6	Site Identification and Prioritization Report	
			SUBTOTAL \$ 162,377.00
4		Public Outreach	
		Public Outreach	
			SUBTOTAL \$ 10,781.00
5		Facility Selection and Conceptual Design	
	5.1	Preferred BMP Selection	
	5.2	Hydraulic and Hydrologic Modeling	
	5.3	Field Verification and Geotechnical Exploration	
	5.4	CIP Fact Sheet Development	
	5.5	Feasibility Analysis and Site Surveys	
	5.6	Conceptual/30% Design Drawings	
	5.7	Conceptual Design Report	
		SUBTOTAL \$ 156,977.00	
X		EXPENSES	
			SUBTOTAL \$ 16,600.00
TOTAL ESTIMATE FOR ALL TASKS (hrs)			2092
		LABOR ESTIMATE	Fee
			\$ 380,569.00
		Osborn Consulting	\$ 289,918.00
		Enviroissues	\$ 8,381.00
		AESI	\$ 53,612.00
		PACE Engineers, Inc.	\$ 10,616.00
		ERCI	\$ 9,242.00
		Altaterra Consulting	\$ 8,800.00
		TOTAL EXPENSES	\$ 16,600.00
		TOTAL COST	\$ 397,169.00

				Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	
		Task 3.6 Site Identification and Prioritization Report									Ecology Review (30 days) of Final Draft Conceptual Design Report															
4	Public Outreach Support	Public Outreach to identified Key Partners			PO				PO				PO					PO								
		Site Specific Outreach for properties adjacent to selected sites									PO					PO										
5	Facility Selection and Conceptual Designs	Task 5.1: Preferred BMP Selection											BMP Selection Criteria and Results													
		Task 5.2: H/H Modeling																								
		Task 5.3 : Field Verification and Geotechnical Exploration												Borings		Summary of Geotechnical Investigations										
		Task 5.4: CIP Fact Sheet Development															Summary CIP Fact Sheets (up to 4)									
		Task 5.5: Feasibility Analysis and Site Surveys																	Site Surveys							
		Task 5.6: Competual, 30% Design Plan																			30% Design Plan					
		Task 5.7 Conceptual Design Report																					Draft Conceptual Design Report	Final Draft Conceptual Design Report		
																						Ecology Review (30 days) of Final Draft Conceptual Design Report				

- Notice to Proceed (NTP)
- Deliverables includes City Review
- Public Outreach (PO)
- Ongoing Activities
- Ecology Review Timeines

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.

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Please see attached

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Osborn Consulting, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 169%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal	16	\$ 106.00	\$179.37	\$32.86	\$318	\$5,092
Senior Project Manager / QC		\$ 95.00	\$160.76	\$29.45	\$285	
Senior Engineer II	176	\$ 86.00	\$145.53	\$26.66	\$258	\$45,441
Senior Engineer I		\$ 81.00	\$137.07	\$25.11	\$243	
Senior Landscape Architect		\$ 78.00	\$131.99	\$24.18	\$234	
Project Engineer II		\$ 76.00	\$128.61	\$23.56	\$228	
Design Technology Manager		\$ 67.00	\$113.38	\$20.77	\$201	
Senior Design Technician		\$ 66.00	\$111.69	\$20.46	\$198	
Project Manager	296	\$ 76.00	\$128.61	\$23.56	\$228	\$67,537
Systems Administrator		\$ 68.00	\$115.07	\$21.08	\$204	
Project Engineer I	292	\$ 69.00	\$116.76	\$21.39	\$207	\$60,488
Project Landscape Architect II		\$ 63.00	\$106.61	\$19.53	\$189	
Senior Biologist		\$ 58.00	\$98.15	\$17.98	\$174	
Engineer IV	392	\$ 61.00	\$103.22	\$18.91	\$183	\$71,789
Senior Project Accountant	12	\$ 62.00	\$104.92	\$19.22	\$186	\$2,234
Technical Editor	58	\$ 49.00	\$82.92	\$15.19	\$147	\$8,532
Design Technician III		\$ 52.00	\$87.99	\$16.12	\$156	
Engineer III		\$ 48.00	\$81.23	\$14.88	\$144	
Deputy Project Manager		\$ 53.00	\$89.69	\$16.43	\$159	
Project Landscape Architect I		\$ 50.00	\$84.61	\$15.50	\$150	
Senior Administration		\$ 48.00	\$81.23	\$14.88	\$144	
Engineer II	362	\$ 44.00	\$74.46	\$13.64	\$132	\$47,819
Design Technician II	138	\$ 46.00	\$77.84	\$14.26	\$138	\$19,058
Project Biologist		\$ 42.00	\$71.07	\$13.02	\$126	
Project Accountant	24	\$ 48.00	\$81.23	\$14.88	\$144	\$3,459
Engineer I		\$ 40.00	\$67.69	\$12.40	\$120	
Design Technician I		\$ 38.00	\$64.30	\$11.78	\$114	
Landscape Designer		\$ 39.00	\$66.00	\$12.09	\$117	
Administration		\$ 37.00	\$62.61	\$11.47	\$111	
Intern Engineer		\$ 26.00	\$44.00	\$8.06	\$78	
Total Hours	1,766				Subtotal:	\$331,449

REIMBURSABLES

Mileage					Federal Rate	
Reproduction (copies, plots, etc.)					At Cost	
Miscellaneous			\$500.00		At Cost	
					Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

AESI	\$67,712
EnviroIssues, Inc.	\$15,015
ERCI	\$11,726
PACE Engineers, Inc.	\$13,148
Altaterra Consulting	\$9,240
Subtotal:	\$116,841

Total: \$448,290

Contingency: \$0

GRAND TOTAL: \$448,290

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.

Please see attached

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: AESI

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 149%	Fee (Profit) 31%	Total Hourly Rate	Total	
Principal	24	\$ 132.21	\$196.99	\$40.59	\$370	\$8,875	
Associate		\$ 75.72	\$112.82	\$23.25	\$212		
Senior		\$ 70.67	\$105.30	\$21.70	\$198		
Project (task 4.3)	160	\$ 66.25	\$98.71	\$20.34	\$185	\$29,648	
Senior Staff		\$ 45.43	\$67.69	\$13.95	\$127		
Staff (task 5.3)	36	\$ 36.22	\$53.97	\$11.12	\$101	\$3,647	
Technical Editor	12	\$ 34.06	\$50.75	\$10.46	\$95	\$1,143	
GIS	44	\$ 65.62	\$97.77	\$20.15	\$183.54	\$8,076	
Drafting	24	\$ 34.65	\$51.63	\$10.64	\$96.92	\$2,326	
Total Hours					300	Subtotal:	\$53,715

REIMBURSABLES

Mileage	\$200
Misc-Task 5.3, Subcontract Drill (2 wells to 60 feet)	\$12,000
Misc-Task 5.3, Lab Tests (6 sets, sieve, cation exchange)	\$2,100
Subtotal:	\$14,300

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	
------------------	--

Total: \$68,015

Contingency:

GRAND TOTAL: \$68,015

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Envirolssues, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 183%	Fee (Profit) 25%	Total Hourly Rate	Total	
Principal	11	\$ 77.00	\$140.63	\$19.40	\$237	\$2,607	
Associate II	40	\$ 50.00	\$91.32	\$12.60	\$154	\$6,157	
Graphic Design Associate II	44	\$ 46.00	\$84.01	\$11.59	\$142	\$6,230	
Total Hours						95	Subtotal: \$14,994

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
------------------	--	--	--	--	--	--

Total: \$14,994

Contingency:

GRAND TOTAL: \$14,994

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: ERCI

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 141%	Fee (Profit) 24%	Total Hourly Rate	Total
Principal Investigator	24	\$ 55.00	\$77.74	\$13.31	\$146	\$3,505
Senior Archaeologist	38	\$ 34.00	\$48.06	\$8.23	\$90	\$3,431
Archaeologist GIS Specialist	20	\$ 33.00	\$46.64	\$7.99	\$88	\$1,753
Archaeological Historian	20	\$ 32.00	\$45.23	\$7.74	\$85	\$1,699
Archaeological Technician	22	\$ 23.00	\$32.51	\$5.57	\$61	\$1,344
Total Hours 124						Subtotal: \$11,732

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
------------------	--	--	--	--	--	--

Total: \$11,732

Contingency:

GRAND TOTAL: \$11,732

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: PACE Engineers, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 182%	Fee (Profit) 24%	Total Hourly Rate	Total
Senior Principal Surveyor	2	\$ 87.02	\$158.35	\$21.06	\$266	\$533
Principal Surveyor	18	\$ 68.03	\$123.79	\$16.46	\$208	\$3,749
Survey Tech V	14	\$ 41.83	\$76.12	\$10.12	\$128	\$1,793
Field Survey Tech	20	\$ 35.63	\$64.84	\$8.62	\$109	\$2,182
Survey Tech IV	20	\$ 47.36	\$86.18	\$11.46	\$145	\$2,900
Total Hours						74
Subtotal:						\$11,157

REIMBURSABLES

Mileage (based upon 2 days, 30 miles/day, 70¢/mile)	\$43	
Reproduction (copies, plots, etc.)		
Miscellaneous (utility locate)	\$2,000	
Subtotal:		\$2,043

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:		
------------------	--	--

Total: \$13,200

Contingency:

GRAND TOTAL: \$13,200

Exhibit D

Consultant Fee Determination

Project Name: High School Creek Watershed CIP Planning
 Project Number: RFQ 10843-24
 Consultant: Altaterra Consulting- sub to Osborn

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 110%	Fee (Profit) 24%	Total Hourly Rate	Total
Erin Nelson-Principal	40	\$ 94.00	\$103.40	\$22.75	\$220	\$8,806
Total Hours						40
Subtotal:						\$8,806

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:						
------------------	--	--	--	--	--	--

Total: \$8,806

Contingency:

GRAND TOTAL: \$8,806

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:

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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