

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: \$1,393,960

Index of Exhibits

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Mike Haley, PE
Agency: Redmond
Address: 15670 NE 85th St
City: Redmond State: WA Zip: 98073-9710
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: N/A

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 card 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. 2319-096, -403, -404, -406

See Attached Exhibit A, A.1, A.2, and A.3

EXHIBIT A

SCOPE OF SERVICES

Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design

City Project Nos. 2319-096, -403, -404, -406

CITY OF REDMOND, WA

Project Understanding and Assumptions

Background

The City desires to replace water, sewer, and storm piping along the NE 24th St corridor between 172nd Ave NE and West Lake Sammamish Parkway in advance of resurfacing the road and updating curb ramps to current ADA standards. The City recently completed preliminary design of the utility upgrades and pavement overlay, including project area survey, potholing potential utility conflicts, geotechnical investigation, archaeological review, and preliminary plan and profiles showing proposed location of new utilities.

- Replace approximately 6,200 feet of water pipe (4" – 12"), including approximately 15 water meters and service lines, two air-vac valve stations, and six fire hydrants.
- Replace approximately 2,085 feet of sewer pipe (6" – 10"), including eight manholes and eight side sewers.
- Replace approximately 615 feet of storm pipe (12") and catch basins.
- Repave and restripe approximately three lane-miles of roadway.
- Upgrade curb ramp to existing ADA standards or provide MEF documentation (number to be determined).
- Update existing streetlights from HPS to LED.
- Identify slope stability requirements and incorporate into design

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project.

Project Funding

Redmond General and Utility funding.

Project Schedule

The design portion of the project is estimated to be up to twelve (12) months after Consor receives Notice to Proceed.

Project Challenges and Constraints

Project work will include coordination of other design efforts in the project vicinity including the King County Lake Hills Trunk Sewer Replacement Project. Work will be limited to road right of way and or defined City of Redmond easements.

Scope of Services

The Scope of Services details a work program for final design services for the NE 24th St Water/Sewer/Storm and Roadway Upgrades. This Scope of Services has been developed based on an understanding of the work to be performed from meetings with the City and is organized by the following tasks:

- Task 1 – Project Management
- Task 2 – Surveying
- Task 3 – Potholing
- Task 4 - Geotechnical
- Task 5 – Preliminary Design
- Task 6 – 60% Design
- Task 7 – 90% Design
- Task 8 – 100% Design
- Task 9 – Bid Documents
- Task 10 – Bidding Support
- Task 11 – Management Reserve

Task 1 - Project Management

Objective

Provide overall leadership and team strategic guidance aligned with City staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

Activities

1.1 Invoices/Status Reports

Prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports to accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

1.2 Project Kickoff Meeting

Prepare for and attend project kickoff meeting with City staff and key team members. Consor shall prepare for, attend, and lead the kickoff meeting. Prepare a detailed meeting agenda and distribute ahead of the kickoff meeting for City review. Prepare and distribute minutes after the meeting.

1.3 Coordination with the Owner

Conсор will coordinate with City staff by regular status reports, regular status meetings, telephone communication, monthly status meetings, weekly telephone communication, and email during the project. City PM to be copied on email communications with City staff.

1.4 Quality Management

Perform quality management at key milestones and on project deliverables.

1.5 Project Management Plan

Manage and coordinate the technical and scope issues of the overall project.

Create a Project Management Plan (PMP) to include the scope and budget, project schedule, contact list, health and safety plan, and quality management plan. Develop baseline project schedule as part of the PMP. Update the PMP in the subsequent contracting phase.

Task Deliverables

- Consor shall deliver to the City a monthly invoice and status report covering:
 - Work on the project performed during the previous month.
 - Meetings attended.
 - Problems encountered and actions taken for their resolution.
 - Potential impacts to submittal dates, budget shortfalls or optional services.
 - Budget Analysis.
 - Issues requiring project team action.
- Kickoff meeting agenda and minutes.
- Updated monthly schedule, when applicable.
- Project Management Plan.

City Responsibilities

- Timely review and processing of consultant invoices.

Assumptions

- The project duration is anticipated to be 12 months; therefore it is assumed that there will be up to 12 progress payments/status reports.

- Kickoff meeting will be virtual and will be attended by three (3) members of the Consor team.
- Meeting agenda will be submitted to City in advance of meetings and workshops for City review and input.
- City review period for deliverables is 15 working days.
- City review comments will be compiled into a single document before submitting to consultant.
- Consultant assumes up to 30 one-hour meetings with the Consultant's Project Manager and the City Project Manager.

Task 2 - Surveying

Objective

Additional survey is required for two separate parts of the project area. The first area is along 180th Ave NE from NE 24th St to NE 25th St. The second area is the full cul-de-sac on the north side of 187th Ave NE to NE 24th St. Complete a detailed topographic survey of existing surface features and subsurface utilities within the right-of-way and easement areas and along the utility alignments in accordance with the Scope of Services provided by DHA on 4/30/2024 and included as **Exhibit A.1**.

Activities

2.1 Surveying

Perform additional design level topographic survey consisting of planimetric features, fencing, roadway striping, and above and below grade utilities. Top of water valve elevations and detail the associated Water facilities. Approximate height of lowest wire will be included for poles in the area. Create appropriate control references for construction staking.

2.2 Basemap Review and Site Visit Verification

Attend one site visit following receipt of the survey drawings to confirm pertinent topographic features were included in the survey. City staff will be present to remove storm drain and sewer manhole lids for visual inspection of structure conditions where connections are planned to be made.

Provide consolidated comments and questions to the City regarding basemap updates required before design effort is initiated. Comments will be provided via Bluebeam mark-up or similar.

2.3 Utility Record Request and Review

Assist the City during coordination with private utilities located within the project limits to obtain as-built information and drawings for utility expansion. Incorporate the private utility information into the project design.

Task Deliverables

- Updated survey files
- Submit preliminary design drawings, or other updated drawings as needed to private utilities for input and concurrence on utility locations as shown on the drawings.

City Responsibilities

- Provide City owned as-built information.

Assumptions

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

Task 3 – Potholing

Objective

Potholing to supplement the 30% design and new project areas will be performed in accordance with the Scope of Services provided by APS on 4/3/2024 and included as **Exhibit A.3**.

Activities

3.1 Conflict Analysis

Perform a conflict analysis based on topographic survey, third party utility locates, and as-built information provided by the City using the preliminary design utility drawings. Submit drawing mark-ups showing potential conflicts and a summary spreadsheet listing the potential conflicts to City.

Conflict analysis will be used to inform potholing needs and will be completed after the preliminary design deliverable has been submitted to the City.

3.2 Potholing Plan

Develop potholing plan with up to 30 potholes for review and approval by the City.

Task Deliverables

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

City Responsibilities

- Review and approve potholing plan.

Assumptions

- Utilities will be between 0' and 10' in depth.
- Restoration will include 5/8" crushed rock back fill with a 3'x3' saw cut and an HMA patch.

- Grind and overlay of the existing roadway is not anticipated.

Task 4 – Geotechnical

Objective

Provide Falling Weight Deflectometer (FWD) testing pavement assessment and rehabilitation recommendations along NE 24th Street between 172nd Avenue NE and West Lake Sammamish Parkway NE in a geotechnical engineering report. Provide slopes stability and seepage analysis on slope south of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE in a technical memorandum.

Geotechnical will be provided in accordance with the Scope of Services provided by CHE on April 25, 2024 and is included as Exhibit A.2.

Task Deliverables

- Draft and Final slope stability technical memorandum in PDF format.
- Draft and Final Pavement Design Report.
- Draft and Final Cultural Resources Report.

Task 5 – Preliminary Design

Objective

No additional utilities preliminary design will be completed for the areas included during the Preliminary Design Phase. Preliminary transportation design and existing curb ramp evaluation will be provided for the project area.

5.1 Preliminary Transportation Design

Evaluate compliance of existing ADA curb ramps and develop preliminary design plans to the 30% level to depict proposed pavement, curb, gutter and sidewalk rehabilitation, ADA curb ramp retrofits that consider minimizing neighborhood traffic and construction impacts, and constructability. Drawings submitted with the preliminary design deliverable will include the following:

- Horizontal control plans.
- Roadway Typical Sections.
- Paving Plans (2D).
- Intersection and curb ramp layouts (2D).

5.2 Photometric Analysis

Model up to thirty (30) luminaires in existing locations on NE 24th St from 172nd Ave NE to West Lake Sammamish Pkwy NE using AGI32 software. In the photometric analysis, perform separate calculations for the roadway, sidewalks, crosswalks, and intersections within the project corridor. Prior to beginning the photometric analysis, field-verify the luminaire GIS data provided by the City including mounting height, mast arm length, and existing wattage. Select PSE-approved replacement LED luminaires which will best achieve the recommended light level and uniformity requirements in the City of Redmond's Illumination

Design Manual. Prepare a technical memorandum summarizing the results of the design AGi32 photometric analysis for each calculation area and recommendations for replacement luminaires. The memo will include plan view figures of the results of each calculation area.

5.3 Coordination with PSE

After recommendations are complete and approved by the City, initiate PSE's online work request process. Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE's lighting work plan and provide written comments.

Task Deliverables

- Electronic copy of formal "Request for Information".
- Meeting agendas and minutes.
- One (1) electronic copy in PDF format of the preliminary design drawings.
- One (1) electronic copy in MS Project of the Preliminary Schedule.
- One (1) full CAD Export including all xrefs.
- One (1) zip file of any franchise utility record drawings.
- One (1) electronic copy in PDF format of the completed MEF documentation of existing curb ramps
- SEPA exemption documents.
- One (1) electronic copy in PDF format of draft photometric analysis results and recommendations memorandum.
- Written review comments on PSE's lighting work plan for up to two (2) reviews.

City Responsibilities

- Provide available as-built documents.
- Complete review of the preliminary design drawings, OPPC, and supporting documentation with written comments.
- City review period is assumed to be fifteen (15) days.
- Attend project coordination meetings.
- Attend coordination meetings with Consor and PSE.
- Provide available GIS data including mounting height, mast arm length, and wattage of existing luminaires.
- Provide review of photometric analysis results and recommendations memorandum. Provide written comments.

Assumptions

- No storm, sewer, or water modeling services are needed.

- No specifications to be developed for preliminary design.
- Meetings will be up to two (2) hours and attended by up to two (2) Consor team members.
- Review comments will be received in a complete, non-conflicting, single submittal.
- Multiple rounds of review comments on the same design completion submittal are not anticipated.
- Detail sheets are not included.
- Traffic Control sheets will be a part of 60% design.
- Illumination improvements will not include installation of new luminaire poles. Existing utility pole-mounted luminaires will not be adjusted beyond replacement of fixture type.
- Pavement rehabilitation will be within the existing curb-to-curb width approximately as shown in Exhibit A.4, no widening of the existing roadway is anticipated. Existing curb and gutter will remain in place and any damaged curb and gutter requiring replacement will be noted in the paving plan. No vertical profile adjustments will be required along the project extents.
- Pavement rehabilitation is anticipated to include overlay, grind/inlay and full-depth patching. Full depth patching, if needed, will be shown in plan view per the Geotechnical recommendations.
- Up to forty-one (41) existing curb ramps will be evaluated for ADA compliance with both 2D and 3D requirements. Documentation of compliance and non-compliance will be submitted via completed MEF documentation. Non-compliant ramps as determined in the evaluation will be considered for curb ramp retrofit design as agreed upon by the City.
- Curb ramp retrofit design will be limited to existing sub-standard curb ramps and replacement of ramps directly impacted by utility construction work. Preliminary proposed curb ramp design at each intersection be limited to 2D layouts. 3D elements will be considered and included with 60% design. Driveway ramps, where impacted, will reference City standard details. Consultant will indicate potential ADA design deviations for review. Up to forty-one (41) curb ramps are assumed to need retrofit. Consultant will design up to nine (9) new parallel curb ramps at perpendicular crossing locations across from existing curb ramps according to requirements in RCW 35.68.075. The total number of curb ramps for design is limited to fifty (50). The number of ramps assumes a single ramp at each corner and does not include directional ramps for each crossing direction.
- Striping and signing of the roadway will match City Provided Preliminary Pavement Striping Plan (see Exhibit A.4).
- No specifications will be developed for the illumination portion of design; all design and construction work will be performed by PSE. Memo will include photometric analysis results on project plan sheets.
- Existing illumination conditions with HPS luminaires will not be analyzed in AGI32 or included in the results memorandum.
- Project scope does not include any alterations to existing illumination infrastructure except the luminaire. Mounting height, mast arm length and angle, and pole location are fixed.

- LED replacement luminaires will be selected to best fit the City of Redmond Illumination Design Manual recommended light levels and uniformity based on roadway classification. Because poles, arms, and mounting heights are fixed, the selected replacement luminaires may not result in design values which are compliant with the City of Redmond Illumination Design Manual standards for light levels and uniformity.
- LED luminaires will be limited to the PSE-approved GE Evolve series. PSE will provide Consor with a list of preferred luminaire models within that series and Consor will model and select luminaires from the list.
- Meetings will be up to one (1) hour.

Task 6 – 60% Design

Objective

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

Activities

6.1 60% Design Drawings

Develop 60% design level drawings. Drawings will be consistent with the drawing list provided at the end of this document.

Drawings submitted with the 60% design deliverable will include the following:

- All drawings previously submitted with the preliminary design deliverable advanced to the 60% design level.
- Site demolition and preparation and TESC plans.
- Utility replacement plans and profiles.
- Connection details (up to 25)
- Roadway typical sections and details.
- Channelization plans
- Curb ramp details.
- Traffic control plans & details.
- Illumination replacements will be considered surface restoration and will be noted on Civil Paving sheets.

6.2 60% Special Provisions

Develop 60% design level special provisions. Special provisions will be based on City Standard special provisions and modified to meet specifics of the project.

6.3 60% OPCC and Update Construction Working Days Estimate

Develop 60% design level OPCC and update construction working days estimate.

The 60% OPCC will be consistent with AACEI Class 2 Estimate and will include 15% contingency to account for unknowns, and an anticipated accuracy range of -10% to +15%.

6.4 Coordination with PSE

Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE's lighting work plan and provide written comments.

Task Deliverables

- 60% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site; no hard copies will be provided Updated construction working days estimate.
- Draft proposed curb ramp deviations and draft maximum extent feasible (MEF) documentation, as applicable.

City Responsibilities

- Review and comment on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in PDF format and will be a consolidated PDF plan set prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain temporary construction easements.

Assumptions

- Workshops and review meetings are included in Task 1.
- The drawing list is provided at the end of this document and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- City review period is 15 working days for 60% deliverable.
- Review comments will be received in a complete, single submittal. Multiple rounds of review comments on the same design completion submittal are not anticipated.
- No hydraulic modeling will be performed by the Consor team.
- Curb ramp design will identify minimum slopes, standard details references and 3D elements necessary to convey design intent and to construct to City standards. Where feasible, details will not include vertical elevations of all points within the proposed curb ramp location.

Task 7 – 90% Design

Objective

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

Activities

7.1 90% Design Drawings

Develop 90% design level drawings. Drawings will be consistent with the drawing list provided at the end of this document.

7.2 90% Special Provisions

Develop 90% design level special provisions and submit to the City for review at least fifteen (15) working days prior to 90% Review Meeting. 90% design level special provisions to address all anticipated project work.

7.3 90% OPCC and Update Construction Working Days Estimate

Develop 90% design level OPCC and update construction working days estimate.

The 90% OPCC will be consistent with AACEI Class 1 Estimate and will include 5% contingency to account for unknowns, and an anticipated accuracy range of -5% to +10%.

7.4 90% Stormwater Site Plan Report

Update the SSP drainage report to address City comments and changes to the design between the 60% and 90% deliverables. Develop a draft SWPPP for inclusion as an appendix to the contract.

7.5 Coordination with PSE

Two (2) staff will attend one (1) coordination meetings with PSE as PSE develops their lighting work plan. Perform one (1) reviews of PSE's lighting work plan and provide written comments.

Task Deliverables

- 90% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site. No hard copies will be provided.
- 90% level SSP report and draft SWPPP for inclusion as an appendix to the contract.
- Final curb ramp deviations and final maximum extent feasible (MEF) documentation, as applicable.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.

- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- City expectation of 90% submittal should be bid quality level of design. Deliverable will include all plan sheets, details, and all bid items accounted for in engineer’s OPCC.
- Workshops and review meetings are included in Task 1.
- The drawing list is provided at the end of this document and is the basis for the fee estimate related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- No design changes will be made after the 90% deliverable is submitted to the City (only minor adjustments or corrections are anticipated).
- City review period is 15 working days for 90% deliverable.

Task 8 – Final Design

Objective

Develop final design drawings, special provisions, and OPCC based on comments from the City’s review of the 90% design deliverable to 100%.

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

Activities

8.1 100% Design Bid-Check Set Drawings

Develop 100% design level design drawings. Drawings will be consistent with the drawing list provided at the end of this document.

8.2 100% Special Provisions

Develop 100% design level special provisions and bid proposal package to address all anticipated project work.

8.3 100% OPCC and Update Construction Working Days Estimate

Develop 100% design level OPCC and update construction working days estimate.

The 100% OPCC will be consistent with AACEI Class 1 Estimate and will include 0% contingency (force account minor changes bid item will serve as contingency), and an anticipated accuracy range of -5% to +5%.

8.4 Final Stormwater Site Plan Report

Update the SSP drainage report and SWPPP to address City comments and changes to the design between the 90% and final bid ready deliverable.

Task Deliverables

- 100% design package including electronic copies of the drawings, special provisions, and OPCC via file sharing site. No hard copies will be provided.
- 100% final design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) via file sharing site. No hard copies will be provided.
- 100% level final SSP report; stamped and sealed.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- The drawing list is provided at the end of this document and is the basis for the hours estimated related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.

Task 9 – Bid Documents

Objective

Develop bid documents including drawings, special provisions, and OPCC based on comments from the City’s review of the 100% design.

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

Activities

9.1 Bid-Ready Drawings, Special Provisions, and OPCC

Incorporate City final design review comments into design documents to develop the Bid-Ready drawings, special provisions, and OPCC. Drawings, special provisions, and OPCC will be submitted to the City that are

ready for bidding and distribution. Drawings and special provisions will be electronically stamped and signed by a Professional Engineer licensed in the State of Washington.

9.2 Final Stormwater Site Plan Report

Update the SSP drainage report and SWPPP to address City comments and changes to the design between the 90% and final bid ready deliverable.

Task Deliverables

- Bid-Ready design documents including final electronically stamped design drawings, special provisions, and OPCC (PDF, AutoCAD, MS Word, and/or MS Excel, as applicable) via file sharing site. No hard copies will be provided.
- Final SSP report; stamped and sealed.

City Responsibilities

- Review and comments on each deliverable.
- Provide one set of comments for each deliverable in electronic format. Review comments will be provided in writing and will be consolidated prior to being delivered to the Consultant to eliminate redundant or conflicting comments.
- Coordinate and obtain any required easements.
- Prepare and provide electronic files, and periodic updates, of text, forms, schedules, and other components of the contract documents, including preferred “front-end” sections.

Assumptions

- The drawing list is provided at the end of this document and is the basis for the hours estimated related to design drawings.
- Special provisions will be submitted to the City as Word documents with changes being captured using the Track Changes function in Word.
- No new property acquisition or easements are anticipated

Task 10 – Bidding Support

Objective

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

Activities

10.1 Respond to Bidder Questions

As requested by the City, respond to questions from bidders, subcontractors, equipment suppliers, and vendors regarding the project contract documents. Maintain a written record of communications during bidding process.

All questions are to be routed through the City; the Consultant team will not receive or respond to any direct requests from bidders.

10.2 Addenda

Prepare and submit up to two addenda, as necessary.

Task Deliverables

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

City Responsibilities

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

Assumptions

- Optional Support services during bidding will be performed up to the extent of the fee estimate and will require written authorization from the City's PM through a contract amendment.
- Up to two draft addenda will be prepared for the City; by Consor.
- Addendums required as a result of errors and omissions will be absorbed by Consor.

Task 11 – Management Reserve

Activities

11.1 Management Reserve

Written permission from the City is required to access \$100,000 of management reserve funds. Scope of services and fee estimate to be negotiated with request to access the management reserve.

The City, at its discretion, may supplement the scope of services to include any or all of the tasks noted below.

- Additional Investigations and Design Services
- Construction Engineering Support
- Construction Management
- Inspection Support
- Record Drawings Preparation
- Right-of-Way Support

Project Fee Estimate

A fee estimate for the project is included as Exhibit D and E and includes resource allocations by staffing class and budget estimates for all the work by task. The budget amounts shown will not be exceeded

without written authorization by the City. Fee Estimates for DHA are included as Exhibit D.1 and E.1. Fee Estimates for CHE are included as Exhibit D.2 and E.2.

Project Schedule

The project is estimated to be up to twelve (12) months after Consor receives Notice to Proceed. A tentative project schedule is provided below assuming notice to proceed is given by June 2024.

Drawing List

GENERAL	
G-001	COVER SHEET
G-002	SHEET INDEX AND GENERAL SYMBOLS
G-003	ABBREVIATIONS
G-004	NOTES
G-005	POTHOLE TABLE AND WATER METER TABLE
G-006	LEGEND AND SYMBOLS
G-010	SURVEY CONTROL AND KEY MAP
CIVIL - DEMO	
D-C-101/102	BEGIN TO A18+20
D-C-103/104	A18+20 TO A27+20
D-C-105/106	A27+20 TO A35+20
D-C-107/108	A35+20 TO A44+00
D-C-109/110	A44+00 TO A53+20
D-C-111/112	A53+20 TO A62+40
CIVIL - WATER	
W-C-101	PLAN AND PROFILE BEGIN TO A13+60
W-C-102	PLAN AND PROFILE A13+60 TO A18+20
W-C-103	PLAN AND PROFILE A18+20 TO A22+60
W-C-104	PLAN AND PROFILE A22+60 TO A27+20
W-C-105	PLAN AND PROFILE A27+20 TO A31+40
W-C-106	PLAN AND PROFILE A31+40 TO A35+20
W-C-107	PLAN AND PROFILE A35+20 TO A39+80
W-C-108	PLAN AND PROFILE A39+80 TO A44+00
W-C-109	PLAN AND PROFILE A44+00 TO A48+60
W-C-110	PLAN AND PROFILE A48+60 TO A53+20
W-C-111	PLAN AND PROFILE A53+20 TO A57+80
W-C-112	PLAN AND PROFILE A57+80 TO A62+40
W-C-113	PLAN AND PROFILE A62+40 TO END
W-C-114	DETAILS - 1
W-C-115	DETAILS - 2
W-C-501	WATER CONNECTION DETAILS 1-4
W-C-502	WATER CONNECTION DETAILS 5-8
W-C-503	WATER CONNECTION DETAILS 9-12
W-C-504	WATER CONNECTION DETAILS 13-16
W-C-504	WATER CONNECTION DETAILS 17-20
W-C-504	WATER CONNECTION DETAILS 21-24

CIVIL - SANITARY SEWER	
SS-C-101	PLAN AND PROFILE BEGIN TO A13+60
SS-C-102	PLAN AND PROFILE A13+60 TO A18+20
SS-C-103	PLAN AND PROFILE A18+20 TO A22+60
SS-C-104	PLAN AND PROFILE A22+60 TO A27+20
SS-C-105	PLAN AND PROFILE A27+20 TO A31+40
SS-C-106	DETAILS - 1
SS-C-107	DETAILS - 2
CIVIL - STORM DRAIN	
SD-C-101/102	PLAN BEGIN TO A18+20
SD-C-103/104	PLAN A18+20 TO A27+20
SD-C-105/106	PLAN A27+20 TO A35+20
SD-C-107/108	PLAN A35+20 TO A44+00
SD-C-109/110	PLAN A44+00 TO A53+20
SD-C-111/112	PLAN A53+20 TO A62+40
SD-C-113	PLAN A62+40 TO END
SD-C-301	PROFILES - 1
SD-C-302	PROFILES - 2
SD-C-303	DETAILS - 1
SD-C-304	DETAILS - 2
CIVIL - CHANNELIZATION	
C-C-101/102	BEGIN TO A18+20
C-C-103/104	A18+20 TO A27+20
C-C-105/106	A27+20 TO A35+20
C-C-107/108	A35+20 TO A44+00
C-C-109/110	A44+00 TO A53+20
C-C-111/112	A53+20 TO A62+40
C-C-113	A62+40 TO END
CIVIL - TRAFFIC CONTROL	
TC-C-101/102	BEGIN TO A18+20
TC-C-103/104	A18+20 TO A27+20
TC-C-105/106	A27+20 TO A35+20
TC-C-107/108	A35+20 TO A44+00
TC-C-109/110	A44+00 TO A53+20
TC-C-111/112	A53+20 TO A62+40
TC-C-113	A62+40 TO END

CIVIL - PAVING	
P-C-101/102	BEGIN TO A18+20
P-C-103/104	A18+20 TO A27+20
P-C-105/106	A27+20 TO A35+20
P-C-107/108	A35+20 TO A44+00
P-C-109/110	A44+00 TO A53+20
P-C-111/112	A53+20 TO A62+40
P-C-113	A62+40 TO END
P-C-302	ROADWAY PROFILES - 1
P-C-302	ROADWAY PROFILES - 2
P-C-303	ROADWAY DETAILS - 1
P-C-304	ROADWAY DETAILS - 2
P-C-501	CURB RAMP DETAILS - 1-2
P-C-502	CURB RAMP DETAILS - 3-4
P-C-503	CURB RAMP DETAILS - 5-6
P-C-504	CURB RAMP DETAILS - 7-8
P-C-505	CURB RAMP DETAILS - 9-10
P-C-506	CURB RAMP DETAILS - 11-12
P-C-507	CURB RAMP DETAILS - 13-14
P-C-508	CURB RAMP DETAILS - 15-16
P-C-509	CURB RAMP DETAILS - 17-18
P-C-510	CURB RAMP DETAILS - 19-20
P-C-511	CURB RAMP DETAILS - 21-22
P-C-512	CURB RAMP DETAILS - 23-24
P-C-513	CURB RAMP DETAILS - 25-26
P-C-514	CURB RAMP DETAILS - 27-28
P-C-515	CURB RAMP DETAILS - 29-30
P-C-516	CURB RAMP DETAILS - 31-32
P-C-517	CURB RAMP DETAILS - 33-34
P-C-518	CURB RAMP DETAILS - 35-36
P-C-519	CURB RAMP DETAILS - 37-38
P-C-520	CURB RAMP DETAILS - 39-40
P-C-521	CURB RAMP DETAILS - 41-42
P-C-522	CURB RAMP DETAILS - 43-44
P-C-523	CURB RAMP DETAILS - 45-46
P-C-524	CURB RAMP DETAILS - 47-48
P-C-525	CURB RAMP DETAILS - 49-50

16928 Woodinville-Redmond Road, B-107
Woodinville, WA 98072

Business (425) 483-5355
FAX (425) 483-4650

April 30, 2024

Conсор
1601 Fifth Avenue Suite 500
Seattle, Washington 98101

Attention: Mr. Jon Miner, P.E.

Subject: Cost Estimate for Professional Land Surveying Services, City of Redmond NE 24th St, Utility Improvements Final Design, City of Redmond, Washington

Dear Jon:

Enclosed is my cost estimate to perform the topographic surveying, within the dedicated street right of way, and subject private property easements (which right of entry will be obtained prior to survey), for the proposed utility upgrades. The area is shown on the attached exhibit, defined in your email to DHA on 04/25/2024. Topographic mapping will consist of all planimetric features, fencing, top and toe of slopes, and all above and below grade utilities. The reach consists of approximately 650 lineal feet of wooded slopes along the southerly right of way line of NE 24th ST, between 186th Avenue NE, east to West Lake Sammamish Parkway NE. The survey will extend 10 feet onto private property

The estimate also considers the survey of thirty (30) Pothole and Geotechnical Borings.

Project Control: (City of Redmond Standards)

Horizontal Datum: Washington State Plane Coordinate System, North Zone NAD83(1991), US Feet.

Vertical Datum: NAVD88, US Feet

Field data will be processed in accordance with Conсор/City of Redmond CADD standards. The topographic survey will be developed at a scale of 1"=20', with one (1) foot contours.

TIME SCHEDULE - The foregoing services shall be completed and delivered within forty-five (45) calendar days of the official notice to proceed.

Sincerely,

DUANE HARTMAN & ASSOCIATES, INC.



Douglas A. Hartman, PLS



May 3, 2024

CONSOR NORTH AMERICA, INC.

600 University Street, Ste 300
Seattle, WA 98101

Attn: Jon Miner, PE

Transmitted via email to: jon.miner@consoreng.com

Re: Scope and Fee for Geotechnical Engineering Services
Final Design, Pavement Management & Utilities Upgrades –
NE 24th St from 172nd Ave NE to WLSP
Redmond, WA

Ciani & Hatch Engineering, PLLC (CHE) is pleased to submit this scope and fee estimate for geotechnical services to support Final Design of the City of Redmond Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to West Lake Sammamish Parkway (WLSP) project in Redmond, WA (Site).

PROJECT BACKGROUND

The City of Redmond (City; project owner) proposes to replace approximately 6,200 linear feet (lf) of water pipe, 2,085 lf of sewer pipe, including 8 manholes and 8 side sewers, and 615 lf of stormwater pipe along the Northeast 24th Street corridor between 172nd Ave NE and West Lake Sammamish Parkway. In addition to the utility work, the City of Redmond has requested a pavement assessment along the corridor and evaluation of a steep slope along the south side of NE 24th Street that has exhibited seepage. Utility work will be completed ahead of repaving and restriping approximately.

Based on discussions with Consor North America, Inc. (Conсор), we understand our scope includes:

- Providing pavement assessment and rehabilitation recommendations along NE 24th Street between 172nd Avenue NE and West Lake Sammamish Parkway NE (approximately 1 mile of roadway) in a geotechnical engineering report, which includes subcontracting Falling Weight Deflectometer testing for approximately 1 mile of roadway (2 miles of FWD testing).
- Providing slope stability and seepage analysis to assess the slope along south side of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE in a technical memorandum.

PROPOSED SCOPE OF SERVICES

The following tasks define CHE's proposed geotechnical engineering scope of services to support design and construction of the project.

TASK 1. PAVEMENT EVALUATION AND DESIGN

To complete pavement assessment and design along the project corridor CHE will complete the following tasks:

- Prepare and submit a City of Redmond Right-Of-Way (ROW) Permit application package, including supporting figures and traffic control plans. The application package will be submitted for the City's review and approval.
- Complete non-destructive Falling Weight Deflectometer (FWD) testing for pavement rehabilitation analyses:
 - Subcontract FWD testing on each travel lane along NE 24th Street, from 172nd Avenue NE to WLSP, a linear distance of about 1 mile (2 miles testing distance). Test spacing will be approximately 100-foot intervals. Testing will consist of 3 drops at each location. GPS readings will be taken at each test location. Pavement thicknesses measured during preliminary design will be utilized to back calculate subgrade resilient modulus values at each testing location.
 - Subcontract traffic control along NE 24th for FWD testing. Traffic control will consist of a rolling closure with flagger support.
 - CHE personnel will monitor FWD testing and traffic control compliance.
 - FWD testing is anticipated to take up to one (1) day to complete.
- The results of the field exploration and FWD testing program will be summarized in a draft report, which will be submitted to Consor and the City for review and comment. Upon receipt, CHE will address comments and submit a final report, signed and sealed by the Project Engineer.
- Prepare a draft pavement report summarizing the results of our field testing and pavement analyses, which will be submitted to Consor and the City for review and comment. Upon receipt, CHE will address comments and submit a final report, signed and sealed by the Project Engineer. The report will include:
 - A summary of the general condition of the existing pavement.
 - A summary of FWD testing and calculated subgrade modulus values along the alignment.
 - Flexible pavement rehabilitation recommendations based on the AASHTO 1993 design methodology.

ASSUMPTIONS

- FWD testing can be completed in 1 day and will be completed on weekdays, during daylight hours.
- The City will issue CHE a no cost right-of-way use permit.
- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement along the entire project alignment.

DELIVERABLES:

- Draft and Final Pavement Design Report.
- Response to one round of consolidated comments on the draft report.

TASK 2. SEEPAGE AND SLOPE STABILITY EVALUATION

The City wishes to address the seepage observed on the slope that runs along the south side of NE 24th Street between 185th Avenue NE to West Lake Sammamish Parkway NE. To evaluate the source of seepage and provide recommendations to the City, CHE will complete the following tasks:

- Coordinate with Consor and the City to verify Right-Of-Entry (ROE) access to complete hand augers and borings located outside of City of Redmond ROW.

- Prepare and submit a City of Redmond Right-Of-Way (ROW) Permit application package, including supporting figures and traffic control plans. The application package will be submitted for the City's review and approval.
- Coordinate the clearance of underground utilities at our proposed exploration areas. Exploration locations will be marked in the field and the Washington Utilities Coordinating Council's "One Call" locating service will be contacted.
- Complete field explorations required for slope stability and seepage analyses:
 - Explore the subsurface soil and groundwater conditions of the upslope soils by advancing a total of two (2) exploratory borings to a depth of 30 feet (ft) below ground surface (bgs), with a total drilling footage of 60 feet. A monitoring well will be installed in one boring and will be developed following installation.
 - CHE personnel will monitor the advancement of the borings, collect soil samples, and prepare detailed boring logs of the conditions observed.
 - Explore thickness of slope colluvial layer using a T probe and hand auger at up to five (5) locations along slope face. Samples will be collected from each hand auger exploration and submitted for laboratory index testing (Grain Size and/or Atterberg Limits).
 - Select soil samples collected from the exploratory borings and hand augers will be delivered to an external geotechnical laboratory for testing. Soil samples obtained from the explorations will be held in storage for 30 days after submittal of CHE's final report or 180 days after completion of the exploration program, whichever is sooner. After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them.
 - Perform laboratory testing on selected soil samples obtained from the exploratory borings and hand augers proposed for the project. The laboratory testing program is anticipated to include 10 index tests (grain size distribution analyses, percent passing the #200 Sieve, and/or Atterberg limits determinations), and 8 moisture content determinations.
 - Explorations are anticipated to take up to two (2) field days.
 - Complete two (2) rounds of groundwater monitoring site visits, which include taking manual well readings.
- Complete geotechnical analysis to evaluate seepage characteristics of the soil, evaluate stability of slope stability considering observed seepage for static and seismic conditions. Two critical sections will be analyzed. These locations will be determined based on slope height, slope steepness, and the presence of seepage on the face of the slope.
- Prepare a technical memorandum summarizing the results of our analysis. The memorandum will include:
 - A summary of the field seepage observations and the anticipated soil and groundwater conditions.
 - Detailed geotechnical boring logs for the two (2) borings and five (5) hand auger explorations.
 - Geologic cross sections at two (2) locations along the slope.
 - A summary of geotechnical laboratory test results.
 - Summary of field seepage observations.
 - Recommendations for slope stabilization and/or erosion control to address slope stability and to convey observed seepage away from the sidewalk and roadway.

ASSUMPTIONS

- Geotechnical borings, well development, and Hand Augers can be completed in 2 days and will be completed on weekdays, during daylight hours.
- Total boring drilling footage will not exceed 60 feet. If unusually deep, loose soils are encountered, CHE will seek Consor's authorization to extend the drill depth. The approximate additional cost inclusive of CHE labor is \$103/ft of additional drill depth.
- The City will issue CHE a no cost right-of-way use permit.
- The City will facilitate Right of Entry (ROE) to complete hand auger explorations on private property and to advance one boring in a private driveway.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify Consor.
- Drill cuttings will be properly disposed of off-site.
- No locations will require Vac Truck excavation due to adjacent utilities being present within 5-feet of the proposed exploration. If a Vac Truck is required, it can be added at a cost of \$1,200 per day.
- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement along all of the project alignment. CHE has not included budget for coring through Portland cement concrete pavement.
- Explorations advanced in existing asphalt pavement will be patched with quick-setting concrete. CHE understands that permanent patching, if required, will be completed by others on the Consor team. **Permanent patching in accordance with City of Redmond Standard Detail No 203A is excluded from CHE's scope of work.**
- Surveying of geotechnical exploration locations is not required. We will estimate locations using hand-held GPS units and completed exploration locations will be marked in the field with a wood stake and/or paint on the ground.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities.
- Well decommissioning is excluded from this scope of services and should be included as a bid item in the project plans and specifications.
- Memo preparation will follow CHE's internal quality control/quality assurance review process, which includes review by a subcontracted technical editor.
- Hydraulic conductivity of the soil will be evaluated using grain size analysis data.
- CHE will respond to one set of consolidated comments on the Draft memo.
- Consor will provide CHE with a project base map in AutoCAD format, including surveyed geometry of slope face.

DELIVERABLES

- Draft and Final slope stability technical memorandum in PDF format.

TASK 3. CULTURAL RESOURCE MONITORING

CHE will subcontract Cultural Resource Consultants to update and amend the cultural resource report provided during preliminary design to include the additional geotechnical explorations recommended for final design of the project. Their assessment of the new areas of ground disturbance will include a reconnaissance survey and historical research; monitoring of geotechnical borings is excluded from this scope of services.

DELIVERABLES:

- Draft and Final Cultural Resources Report.
- Response to one round of consolidated comments on the draft report.

TASK 4. GEOTECHNICAL PROJECT MANAGEMENT AND DESIGN SUPPORT

Task 5 will include project document review to verify compliance with geotechnical recommendations for 60%, 90%, and 100% design. This includes review of the design report, plans, specifications and estimates prepared for the project, as well as general geotechnical consultation to the project team.

Project management services to support the project include invoicing, project status updates, team communication, and subcontractor management for an anticipated duration of 6 months.

ASSUMPTIONS

- CHE will provide document review at the 60, 90 and 100 percent project milestones.
- CHE will participate in up to three (3) virtual design team meetings to support comment resolution for project milestones.
- Comments will be received and tracked in Bluebeam Studio or similar.

TASK 5 - OPTIONAL. SLUG TESTING

If significant groundwater is observed in the monitoring well installed for evaluation of slope seepage, slug testing is recommended for further evaluation of hydraulic conductivity. A slug test assesses hydraulic conductivity of the soil by submerging an object of known volume and displacement (a slug) within a water column and quickly withdrawing it (surging) while monitoring the water level recovery within the well. Water levels in the well are recorded over several intervals of surging and recovery. This data is then used to calculate how quickly water moves through the soil. Slug tests offer a relatively simple and cost-effective means of assessing soil properties relevant to groundwater flow and seepage.

ASSUMPTIONS

- Slug testing will not require traffic control nor a ROW permit.
- Slug testing can be completed in one day.

COST ESTIMATE

Services will be provided on a time-and-expense basis in accordance with the attached Fee Schedule. CHE estimates the above service can be completed for a fee of \$96,000, as detailed in Table 1.

Table 1. Cost Estimate.

Task	CHE Labor and Expense	Subcontractor Expense	Total Estimated Cost
Task 1. Pavement Evaluation and Design	\$21,900	\$21,400	\$43,300
Task 2. Seepage and Slope Stability Evaluation	\$23,500	\$16,500	\$40,000
Task 3. Cultural Resource Monitoring	\$900	\$3,600	\$4,500
Task 4. Project Management & Design Support (60%, 90%, Final)	\$8,200	-	\$8,200
Task 5. Optional Slug Testing	\$4,100	-	\$4,100
Sub-Total with Slug Testing (including Task 6)		\$100,100	
Subtotal without Slug Testing (excluding Task 6)		\$96,000	

CHE will not exceed the proposed budget without Consor's written authorization.

AUTHORIZATION

CHE proposes to conduct the above-described scope of services on a time and expense basis in accordance with the attached Fee Schedule. To authorize our services, please prepare a subconsultant services agreement, consistent with previous agreements between CHE and Consor, referencing this scope and fee.

CLOSING

We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Whitney at wciani@chegeotech.com or 208-408-0620.

CIANI & HATCH ENGINEERING, PLLC



Whitney L. Ciani, PE
President/Associate Geotechnical Engineer

Attachments:
Fee Workbook



Applied Professional Services, INC.

April 3, 2024

APS VAC # 6620 phase 2

Project Scope: Potholing

APS, Inc. will utilize our Air Vacuum Excavation System to verify utilities at selected test-hole locations determined by **Consor**. This process is being performed to obtain utility and depth information for the projects design.

- APS, Inc. shall air vacuum excavate approximately **(30)** test-holes on existing underground utilities.
- Scope assumes that the utility will be between 0' and 10' in depth.
- If a test-hole falls in the hard surface APS, Inc. shall **jackhammer** the existing asphalt or concrete.
- APS, Inc. shall backfill all test-holes with a material approved by the local jurisdiction (5/8" select, sand or pea gravel).
- Permanent asphalt repair is included in this scope and fee.
- Collect utility and test-hole data, and photograph all found utilities.
- This estimate is based on design engineering rates in which case prevailing wages do not apply.
- Restoration is assumed at this time to be 5/8" crushed rock back fill with a 3'x3' saw cut and an HMA patch.
- Grind and overlay of the existing roadway is not covered in this scope. Should the local jurisdiction require additional restoration, other than what is included in the scope, then additional fees will be required.
- All bonding and/or ROE will be obtained prior to APS arriving on site.

Deliverables: Potholing

- Test-hole data sheets, which include Top, Bottom, Width, Diameter and Direction of the utility.
- Excel spread sheet containing all test-hole data for the project.
- Google Earth RM map with interactive link accompanied with an SHP File.
- Photo of all Found Utilities.
- One and a quarter inch zinc washer left at grade where utility was found with measurements stamped into it.

SERVICE PROVIDED	COST / UNIT	EST. HRS/UNITS	TOTAL COST
AIR VACUUM POTHOLING (portal-to-portal)	\$ 390.00	70	\$ 27,300.00
PROJECT COORDINATION	\$ 110.00	50	\$ 5,500.00
TRAFFIC CONTROL PLANS	\$ 200.00	5	\$ 1,000.00
CONDUCTABLE LOCATES	\$ 115.00	8	\$ 920.00
GPR LOCATES	\$ 190.00	8	\$ 1,520.00
NON CONDUCTABLE LOCATES	\$ 245.00	8	\$ 1,960.00
DUMPING FEE (per hole)	\$ 25.00	30	\$ 750.00
FLAGGING & TC	\$ 235.00	70	\$ 16,450.00
HMA PATCHING	\$ 1,850.00	30	\$ 55,500.00
TOTAL PROJECT ESTIMATE			\$ 110,900.00

Project Site Address

- NE 24th St. & 182nd Ave NE. Redmond, WA

Contact Information:

CLIENT:

Conсор

Jon Miner

600 University St. #300

Seattle, WA 98101

(206) 462-7691

Authorization to Proceed

The undersigned hereby acknowledges the terms and conditions of this agreement and authorizes APS, Inc. to proceed according to the project scope and cost.

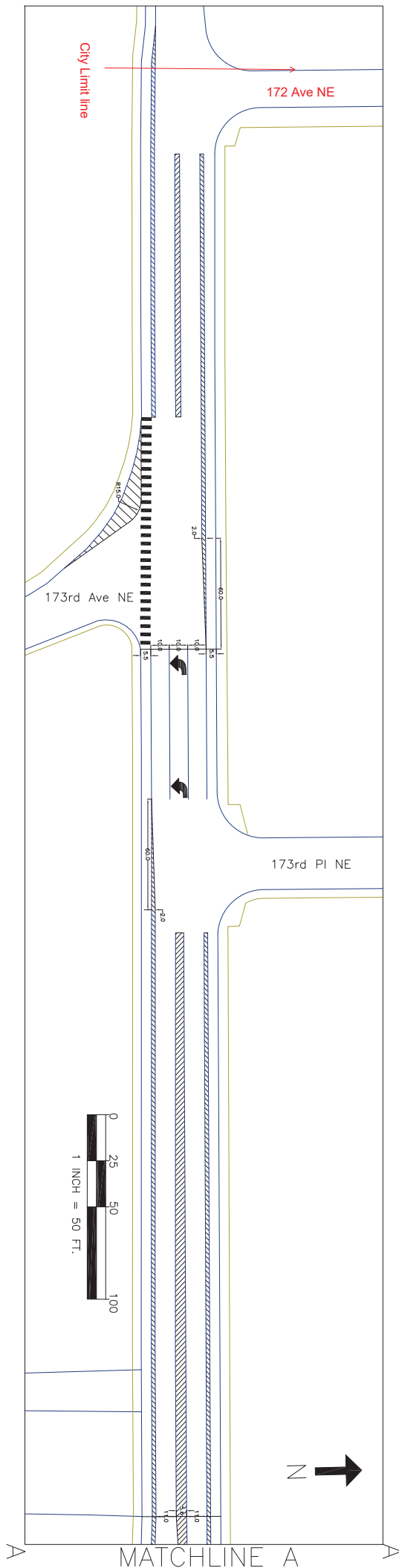
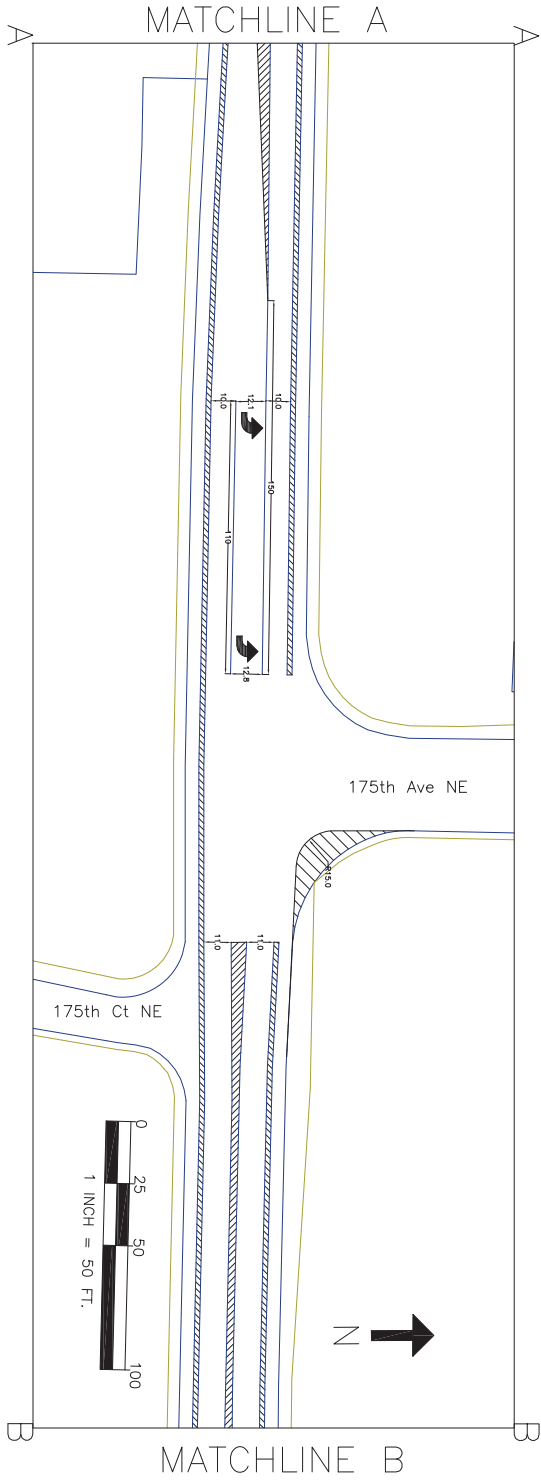
Conсор

Job # 6620VAC Phase 2

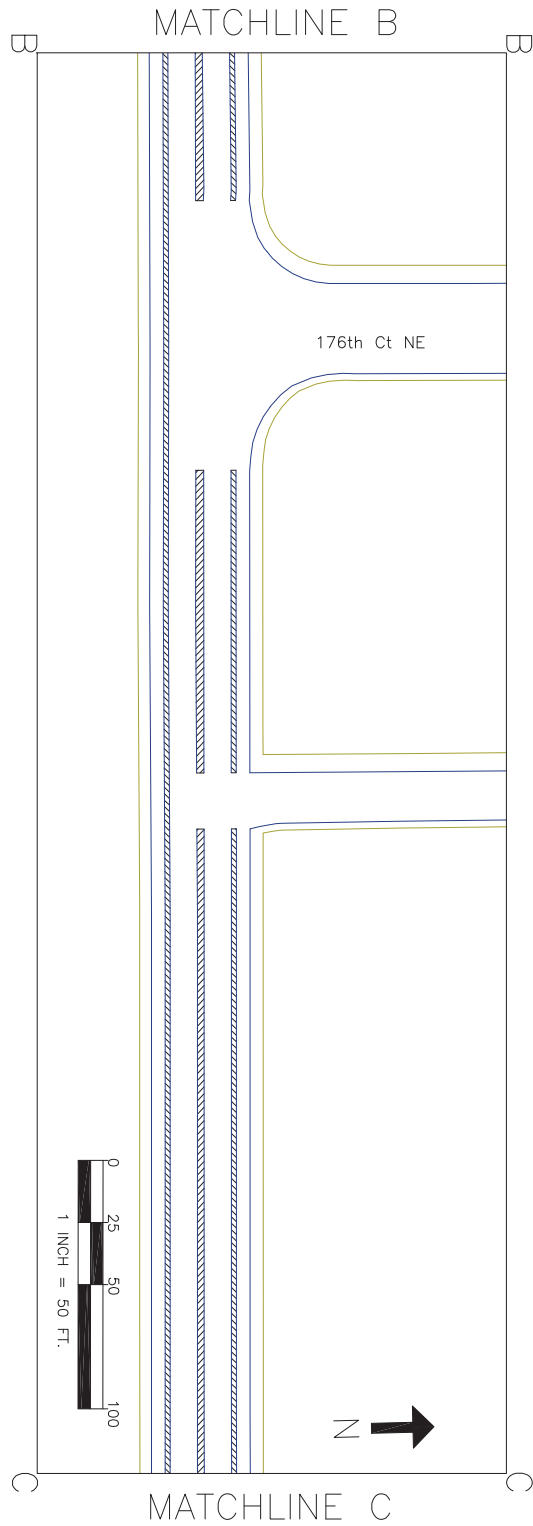
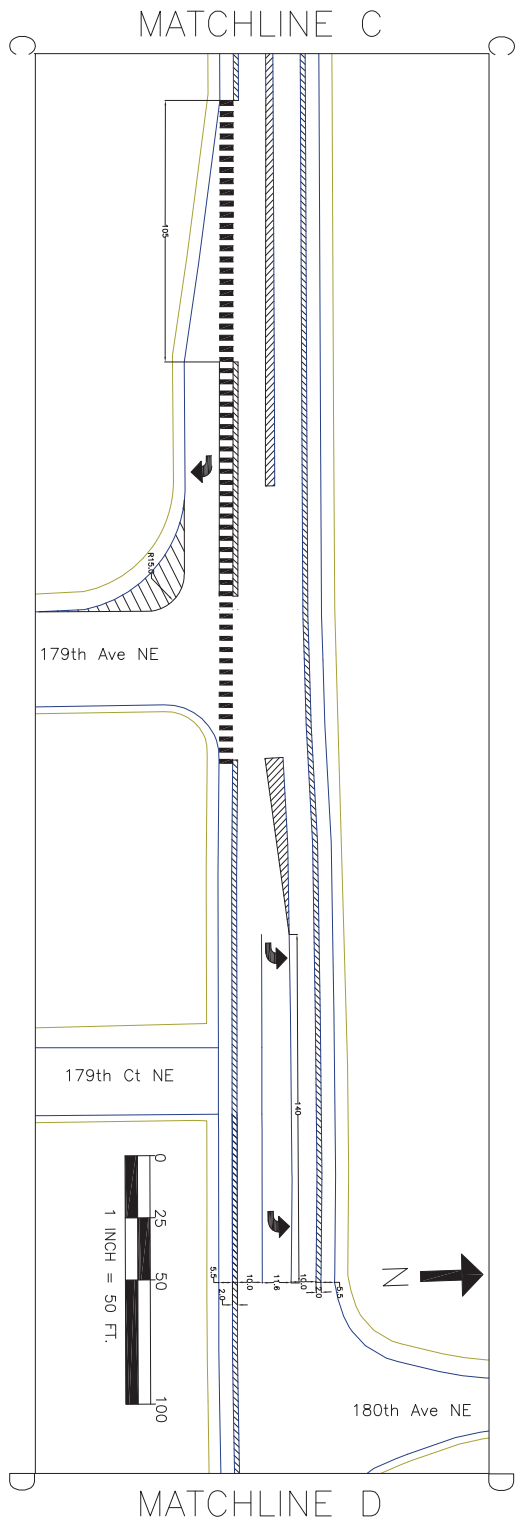
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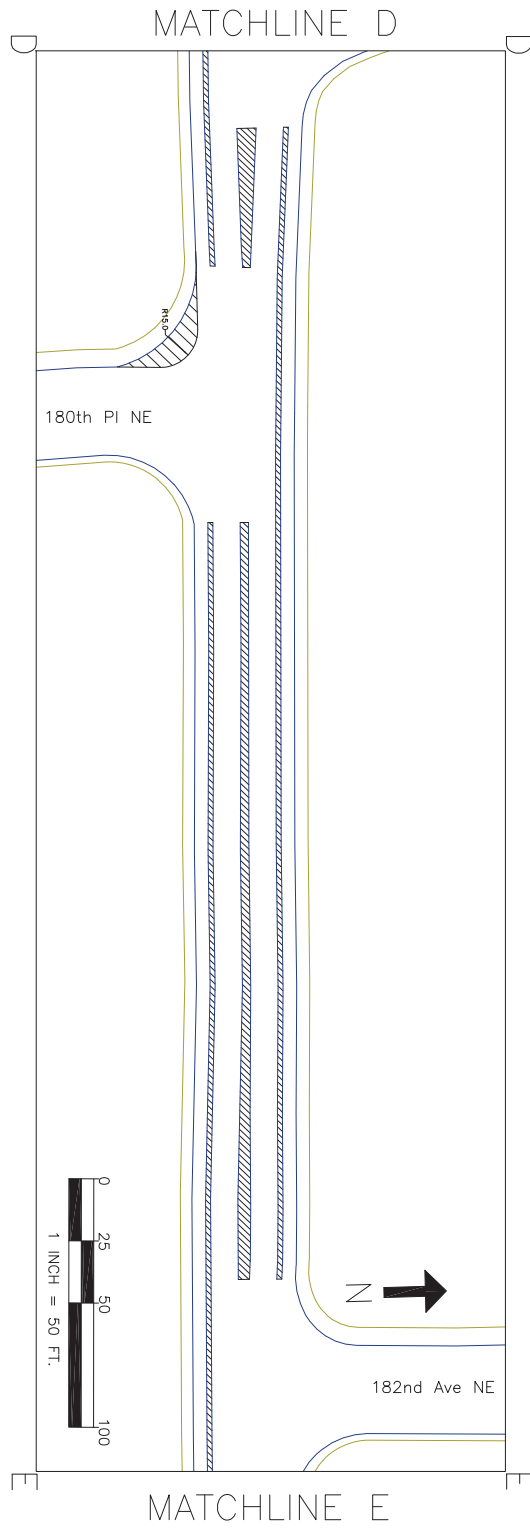
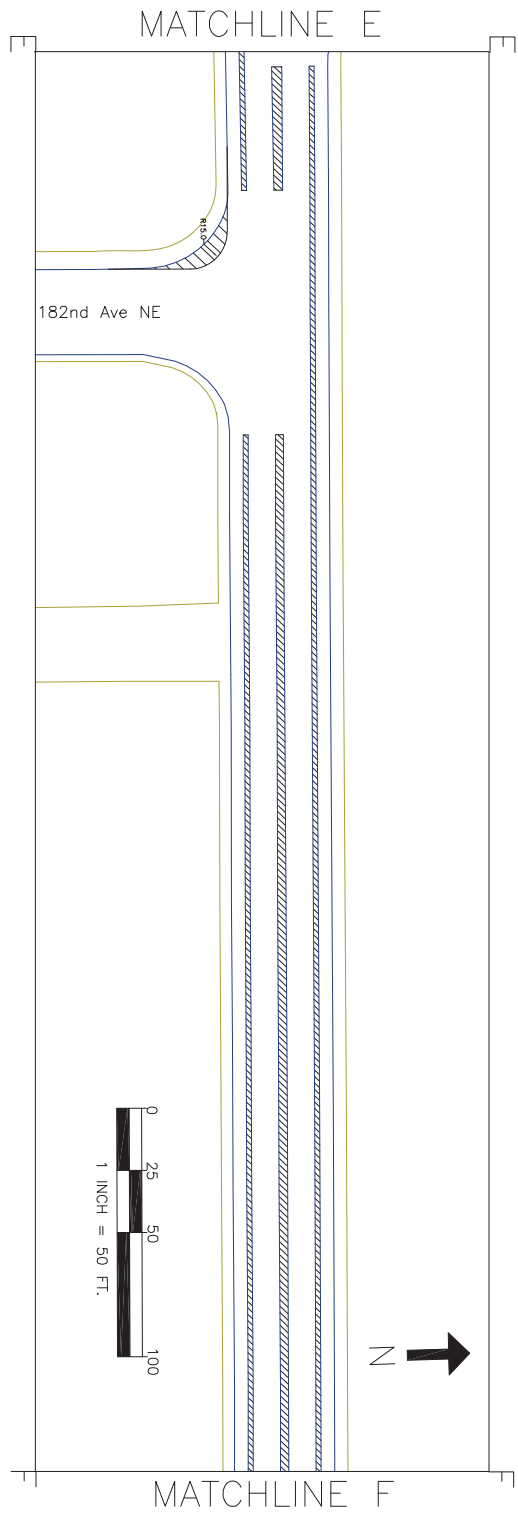
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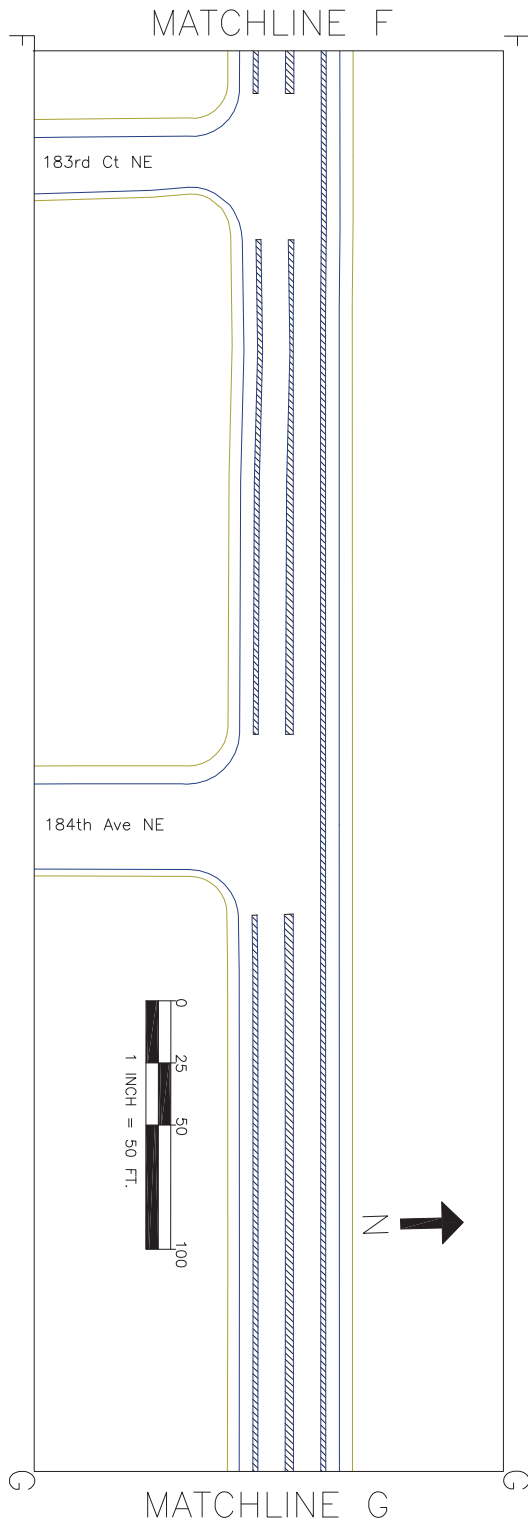
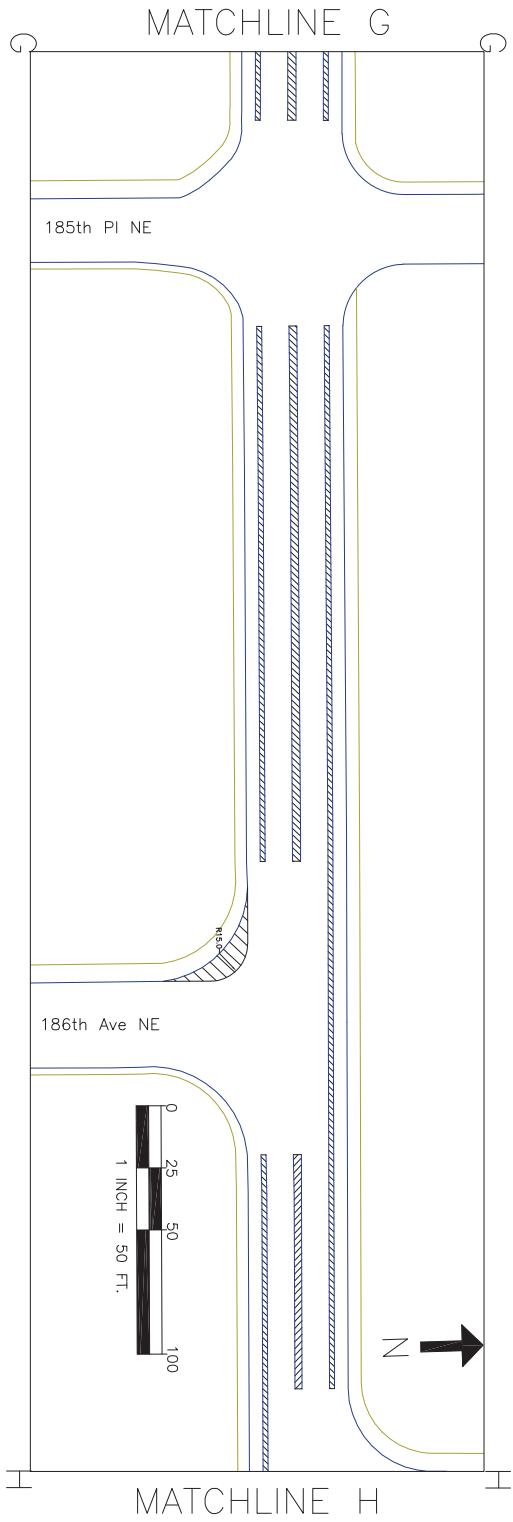
Exhibit A-4



NE 24th St- West Lake Sammamish Parkway to west city limits

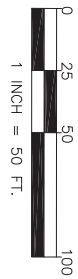






MATCHLINE H

186th Ave NE



WEST LAKE SAMMAMISH PKWY

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.

The City does not anticipate receiving Federal Funding for the Pavement Management & Utilities Upgrades – NE 24th St from 172nd Ave NE to WLSP Final Design . As such, the Consultant will not have access to the WSDOT Diversity Compliance program and is exempt from all reporting requirements within wsdot.diversitycompliance.com program. The estimated DBE percentage for the project is shown in Exhibit D and E.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See full details in Exhibit A, A.1, A.2, and A.3

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

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A, A.1, A.2, and A.3

Standard: City of Redmond

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

C. Computer Aided Drafting Files

See Full details in Exhibit A, A.1, A.2, and A.3

Standard: Consultant Drafting Standards

Format: Basemap in CAD/Civil3D 2013 or higher

Transmission: SharePoint

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

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A, A.1, A.2, and A.3

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

Deliverables outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

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

Agency furnished services and information outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A, A.1, A.2, and A.3

III. Methods to Electronically Exchange Data

City SharePoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D attached

**Exhibit D
Consultant Fee Determination**

Project Name: Pavement Management – NE 24th St from
172nd Ave NE to WLSF Final Design

Project Number: 2319-096, -403, -404, -406
Consultant: Consor

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Total Hourly Rate	Total
			192%	(Profit) 28%		
Principal Engineer VI	40	\$ 110.97	\$213.07	\$30.96	\$355	\$14,200
Principal Engineer V		\$ 104.41	\$200.46	\$29.13	\$334	
Principal Engineer IV		\$ 98.78	\$189.66	\$27.56	\$316	
Principal Engineer III		\$ 93.15	\$178.86	\$25.99	\$298	
Principal Engineer II	133	\$ 87.84	\$168.65	\$24.51	\$281	\$37,373
Principal Engineer I		\$ 83.46	\$160.25	\$23.29	\$267	
Professional Engineer IX		\$ 80.34	\$154.25	\$22.41	\$257	
Engineering Designer IX		\$ 77.52	\$148.85	\$21.63	\$248	
Professional Engineer VIII	80	\$ 76.27	\$146.45	\$21.28	\$244	\$19,520
Engineering Designer VIII		\$ 74.09	\$142.24	\$20.67	\$237	
Professional Engineer VII	530	\$ 72.84	\$139.84	\$20.32	\$233	\$123,490
Engineering Designer VII	1,497	\$ 70.33	\$135.04	\$19.62	\$225	\$336,825
Professional Engineer VI		\$ 69.40	\$133.24	\$19.36	\$222	
Engineering Designer VI		\$ 66.90	\$128.44	\$18.66	\$214	
Professional Engineer V	356	\$ 65.65	\$126.04	\$18.32	\$210	\$74,760
Engineering Designer V		\$ 63.46	\$121.84	\$17.70	\$203	
Professional Engineer IV		\$ 61.89	\$118.84	\$17.27	\$198	
Engineering Designer IV	472	\$ 60.64	\$116.44	\$16.92	\$194	\$91,568
Professional Engineer III	88	\$ 59.71	\$114.64	\$16.66	\$191	\$16,808
Engineering Designer III	1,037	\$ 59.71	\$114.64	\$16.66	\$191	\$198,067
Engineering Designer II		\$ 56.27	\$108.03	\$15.70	\$180	
Engineering Designer I	552	\$ 52.52	\$100.83	\$14.65	\$168	\$92,736
Technician IV		\$ 59.71	\$114.64	\$16.66	\$191	
Technician III		\$ 54.39	\$104.43	\$15.18	\$174	
Technician II		\$ 47.20	\$90.63	\$13.17	\$151	
Technician I		\$ 41.58	\$79.82	\$11.60	\$133	
Administrative III	18	\$ 43.45	\$83.43	\$12.12	\$139	\$2,502
Administrative II		\$ 40.01	\$76.82	\$11.16	\$128	
Administrative I		\$ 35.64	\$68.42	\$9.94	\$114	
Cost Estimator III	34	\$ 94.09	\$180.66	\$26.25	\$301	\$10,234
Cost Estimator II		\$ 76.27	\$146.45	\$21.28	\$244	
Cost Estimator I		\$ 57.83	\$111.03	\$16.13	\$185	
Construction Manager X		\$ 98.16	\$188.46	\$27.39	\$314	
Construction Manager IX		\$ 91.28	\$175.25	\$25.47	\$292	
Construction Manager VIII		\$ 86.28	\$165.65	\$24.07	\$276	
Construction Manager VII		\$ 83.15	\$159.65	\$23.20	\$266	
Construction Manager VI	40	\$ 77.21	\$148.25	\$21.54	\$247	\$9,880
Construction Manager V		\$ 71.27	\$136.84	\$19.88	\$228	
Construction Manager IV		\$ 67.52	\$129.64	\$18.84	\$216	
Construction Manager III		\$ 61.58	\$118.24	\$17.18	\$197	
Construction Manager II		\$ 56.89	\$109.23	\$15.87	\$182	
Construction Manager I		\$ 48.14	\$92.43	\$13.43	\$154	
Construction Coordinator III		\$ 65.65	\$126.04	\$18.32	\$210	
Construction Coordinator II		\$ 55.02	\$105.63	\$15.35	\$176	
Construction Coordinator I		\$ 48.77	\$93.63	\$13.61	\$156	
Construction Admin Specialist IV		\$ 59.71	\$114.64	\$16.66	\$191	
Construction Admin Specialist III		\$ 54.39	\$104.43	\$15.18	\$174	
Construction Admin Specialist II		\$ 47.20	\$90.63	\$13.17	\$151	
Construction Admin Specialist I		\$ 41.58	\$79.82	\$11.60	\$133	
Inspector VII		\$ 71.27	\$136.84	\$19.88	\$228	
Inspector VI		\$ 65.65	\$126.04	\$18.32	\$210	
Inspector V		\$ 59.39	\$114.04	\$16.57	\$190	
Inspector IV		\$ 55.02	\$105.63	\$15.35	\$176	
Inspector III		\$ 48.77	\$93.63	\$13.61	\$156	
Inspector II		\$ 44.39	\$85.23	\$12.38	\$142	
Inspector I		\$ 38.14	\$73.22	\$10.64	\$122	
Principal III		\$ 112.85	\$216.67	\$31.48	\$361	
Principal II		\$ 100.97	\$193.86	\$28.17	\$323	
Principal I		\$ 89.72	\$172.25	\$25.03	\$287	
Project Manager IV		\$ 84.71	\$162.65	\$23.64	\$271	
Project Manager III		\$ 79.40	\$152.45	\$22.15	\$254	
Project Manager II		\$ 70.65	\$135.64	\$19.71	\$226	
Project Manager I	40	\$ 61.89	\$118.84	\$17.27	\$198	\$7,920
Project Coordinator IV		\$ 57.83	\$111.03	\$16.13	\$185	
Project Coordinator III		\$ 52.52	\$100.83	\$14.65	\$168	
Project Coordinator II		\$ 47.20	\$90.63	\$13.17	\$151	
Project Coordinator I	74	\$ 43.45	\$83.43	\$12.12	\$139	\$10,286
Quality Control Compliance Specialist		\$ 59.39	\$114.04	\$16.57	\$190	
Total Hours	4,991				Subtotal:	\$1,046,169
REIMBURSABLES						
Mileage						\$1,000
Reproduction (copies, plots, etc.)						\$26,000
Miscellaneous (CAD)						\$110,900
Potholing						
					Subtotal:	\$137,900
SUBCONSULTANT COSTS (See Exhibit E)						
DHA - Exhibit E.1						\$9,766
CHE - Exhibit E.2						\$100,125
					Subtotal:	\$109,891

Total: \$1,293,960

Contingency: 100,000

GRAND TOTAL: \$1,393,960

Exhibit E

Sub-consultant Cost Computations

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

See Exhibit E, E.1, and E.2

EXHIBIT E

Subcontracted Work

Project Name: Pavement Management – NE 24th St from 172nd Ave NE to
WLSP Final Design

Project Number: 2319-096, -403, -404, -406

Consultant: Consor

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

Subconsultant	Work Description	Amount
DHA - Exhibit E.1	Survey	\$9,766
CHE - Exhibit E.2	Geotechnical and Cultural Resources	\$100,125
Total:		\$109,891

Exhibit E.1

Consultant Fee Determination

Pavement Management & Utilities Upgrades
 Project Name: – NE 24th St from 172nd Ave NE to WLSP
 Final Design

Project Number: 2319-096, -403, -404, -406
 Consultant: DHA Surveyors

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 196%	Fee (Profit) 29%	Total Hourly Rate	Total
Project Surveyor	8	\$ 44.00	\$86.24	\$12.85	\$143	\$1,145
Field Tech I	32	\$ 33.00	\$64.68	\$9.64	\$107	\$3,434
Field Tech II	32	\$ 26.00	\$50.96	\$7.59	\$85	\$2,706
Office Tech I	20	\$ 32.00	\$62.72	\$9.34	\$104	\$2,081
Total Hours	92				Subtotal:	\$9,366
REIMBURSABLES						
Mileage						\$400
Reproduction (copies, plots, etc.)						\$400
					Subtotal:	\$400

GRAND TOTAL: \$9,766

Exhibit E.2

Consultant Fee Determination

Project Name: Pavement Management & Utilities Upgrades – NE
 Project Number: 2319-096, -403, -404, -406
 Consultant: CHE

NEGOTIATED HOURLY RATES

Classification	Hours	All- Inclusive Rate	Overhead	Fee (Profit)	Total Hourly Rate	Total
Associate Engineer	77	\$ 205.00			\$205	\$15,785
Senior Engineer	151	\$ 165.00			\$165	\$24,915
Staff Engineer	141	\$ 120.00			\$120	\$16,920
Total Hours	369				Subtotal:	\$57,620
REIMBURSABLES						
Mileage						\$300
Reproduction (copies, plots, etc.)					-	
Miscellaneous						\$785
					Subtotal:	\$1,085
SUBCONSULTANT COSTS (See Exhibit E)						
Holocene Drilling						\$9,000
APS						\$520
Advanced Government Services						\$6,500
HWA Geosciences						\$16,400
Cultrual Resources Consultants						\$3,600
CADCAB						\$2,200
Jordan Sanford Editorial						\$1,200
HWA Geosciences						\$2,000
					Subtotal:	\$41,420

GRAND TOTAL: \$100,125

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust 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
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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