

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: \$758,187.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase - NOT USED
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	Micah Ross	Name:	Peter De Boldt
Agency:	City of Redmond	Agency:	Perteet, Inc.
Address:	8414 154th Ave NE	Address:	2707 Colby Ave., #900
City:	Redmond	City:	Everett
State:	WA	State:	WA
Zip:	98073	Zip:	98201
Email:	mross@redmond.gov	Email:	peter.deboldt@perteet.com
Phone:	(425) 556-2498	Phone:	(425) 252-7700
Facsimile:	(425) 556-2727	Facsimile:	(425) 339-6018

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Micah Ross
Agency: City of Redmond
Address: 8414 154th Ave NE
City: Redmond State: WA Zip: 98073
Email: mross@redmond.gov
Phone: (425) 556-2498
Facsimile: (425) 556-2727

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

CITY OF REDMOND

Signature

PERTEET, INC.

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

See attached Exhibit A, Scope of Services.

EXHIBIT A
SCOPE OF SERVICES
City of Redmond
NE 70th Street Extension, Redmond Way to 180th Avenue NE

City Project Number: 20012202

INTRODUCTION

This project will generally extend NE 70th Street from its current terminus at Redmond Way east to 180th Avenue NE. The primary purpose of this project is to relieve pressure on the intersection of Redmond Way/180th Avenue NE/East Lake Sammamish Parkway by creating an alternative route for vehicles and nonmotorized users to access the Marymoor Village light rail station now under construction by Sound Transit (ST). The new Marymoor Village light rail station is planned to start service by 2024. The NE 70th Street Extension will add new pedestrian, bicycle, and vehicle access to the existing and planned mixed use developments in the Marymoor Center.

The overall objective of this phase of the project is to prepare a bid package for the new NE 70th Street between Redmond Way (SR 202) and 180th Avenue NE. Elements of this project will include the details and plans for the roadway and intersection improvements, pedestrian amenity improvements, urban design, landscaping, public outreach, right-of-way plans and coordination, environmental permitting and documentation, and R/W acquisition services. Construction management and design support during construction will be included in a separate phase. The project will be funded with a combination of federal (STP) and local funds.

The proposed roadway improvements on NE 70th Street will be a three-lane cross section with curb, gutter, and sidewalks on each side that are separated from the roadway by a planter strip. Half street improvements have already been constructed from 180th Avenue NE on the north side of the alignment for a distance of about 200-feet. Other project elements will include stormwater conveyance, detention, water quality treatment, illumination, and signal modifications.

Right-of-way acquisition will include both permanent fee simple and temporary construction easements to construct the proposed improvements. NEPA and SEPA environmental documentation and permitting will be done to support the proposed improvements.

It is anticipated that overhead and underground utility relocations, per franchise agreement, will be required to accommodate the proposed improvements. Utilities include PSE power and gas, City water and sewer, telecommunications, and cable.

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

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

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

- Task 1 – Project Management and Coordination
- Task 2 – Agency Coordination and Planning
- Task 3 – Public Involvement Program
- Task 4 – Utility Coordination
- Task 5 – Survey and Basemapping (I Alliance Geomatics)
- Task 6 – Geotechnical Investigations (HWA GeoSciences)
- Task 7 – Traffic Analysis
- Task 8 – WSDOT Coordination
- Task 9 – Environmental Documentation and Permitting
- Task 10 – Storm Drainage Design
- Task 11 – 30% Design, Plans, and Opinion of Costs
- Task 12 – 60% Design, Plans, and Opinion of Costs
- Task 13 – 90% Design, Plans, and Opinion of Costs
- Task 14 – 100% Design, Plans, and Opinion of Costs
- Task 15 – Right-of-Way Acquisition (Commonstreet)
- Task 16 – Maximum Extent Feasible (MEF) Documentation
- Task 17 – QA/QC Program
- Task 18 – Bid Support
- Task 19 – Management Reserve

Optional Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services in Task 19 (as directed) may be produced by the Consultant. Future supplements to this agreement may include construction management or design services during construction at the discretion of the City.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Project Coordination with City

The Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project issues, and schedule. Regular communication with the City will occur on a weekly basis during periods of heavy project activity, and on a bi-weekly basis at other times. The Consultant will prepare a preliminary project management plan (PMP) to be distributed at the project kickoff meeting. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City, up to eighteen (18) project status meetings at the City, and another eighteen (18) Microsoft Teams meetings. These meetings under this work element will include the following participation by the Consultant team:

- Kickoff meeting will include attended by Perteet discipline leads, with up to six (6) staff from the Perteet team.
- Up to eighteen (18) meetings at the City attended by Perteet with up to two (2) staff from the Perteet team.
- Up to eighteen (18) Microsoft Teams meetings attended by up to three (3) staff from the Perteet team, and on average two (2) staff from HWA GeoSciences or Commonstreet.
- Kickoff meeting will include subconsultants, HWA GeoSciences (up to one [1] staff), Commonstreet (up to one [1] staff), and 1 Alliance Geomatics (up to one [1] staff).
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

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

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule in Microsoft Project. This will be a detailed schedule by task through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City's review, and then the Consultant will prepare monthly schedule updates as the project progresses. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

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

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

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

Assumptions:

- The duration of this phase of the project shall be no longer than 20 months.
- Project kickoff meeting will be held at Redmond City Hall.
- Meetings between Consultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Management Plan
- Project Gantt Schedule (Microsoft Project format) for kickoff meeting and with each monthly progress report
- Project Meeting Agendas for up to thirty-six (36) meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

Task 2 – Agency Coordination and Planning

The Consultant, when requested by the City, will coordinate the project development with other affected agencies. Known key entities include the City of Redmond, Sound Transit, and WSDOT Northwest Region.

2.1 Coordination Meetings

Consultant will organize and attend up to six (6) coordination meetings with the agency stakeholders via Microsoft Teams. These meetings will to the maximum extent possible be joint meetings to share project status, issues, and areas of concern. Keeping these entities informed typically benefits the project with shorter approval cycles from the agencies and keeps them informed of project status.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail in MS Word format at least one (1) day before each meeting. Up to six (6) coordination meeting agendas will be prepared.

- Meeting Minutes from coordination meetings, submitted via e-mail in MS Word format within three (3) working days of the meeting. Up to six (6) coordination meeting minutes will be prepared.

Task 3 – Public Involvement Program

The Consultant will develop a program to inform and solicit input from the community about the proposed improvements to the Redmond Way/ELSP/180th Intersection by providing public information. Tasks to achieve this goal include:

3.1 Open House

The Consultant will prepare prescribed materials, as detailed in this Scope of Services, for one (1) Open House during this phase of the project.

The Open House will occur at a time to be designated by the City. It will inform the public of the project's general goals, anticipated schedule, and to provide the opportunity to provide direct feedback to the Consultant team and City staff.

The Consultant will provide two (2) staff members for the Open House and prepare comment forms and sign-in sheets. City staff will produce and distribute the open house announcement mailers and arrange for the meeting space. City staff and Consultant team members will attend the Open House to help answer questions and observe first-hand the responses from the public.

Deliverables:

- Draft comment form, one (1) draft version submitted via e-mail in MS Word format, for City review and comment
- Final comment form, submitted via e-mail in MS Word format, for use at the Open House
- Summary of Open House comments, submitted via e-mail in MS Excel format
- One (1) set of 11" x 17" draft Open House display boards. Up to ten (10) draft display boards will be prepared for the Open House and submitted to the City for review and comment
- Final Open House display boards, full-size at 22" x 34", foam-core mounted (up to six [6] for the Open House) and electronic copies in PDF format of display boards suitable for web posting
- Consultant will provide up to three (3) staff members, including the Project Manager, to attend the Open House, for a total of four (4) hours per staff member

3.2 Property Owner Meetings

The Consultant will meet with individual property owners as requested by the City. These meetings will be scheduled by the City and held to update the property owners of the City's project. Property owners will include Whole Foods Market, Super Rents, Woodspring Suites, Brown Bear Car Wash, Martins Mobile Villa, and other property owners in the corridor as designated by the City. It is assumed that up to ten (10) one-hour Microsoft Teams meetings, and up to ten (10) one-hour in-person will be held involving up to two (2) team members from the Consultant team at each of the meetings.

Deliverables:

- Provide up to two (2) staff members for each Property Owner Meeting. Up to ten (10) property owner meetings to be held with attendance by up to two (2) Consultant team members at each meeting
- Meeting Minutes from property owner meetings, submitted via e-mail in MS Word format. Meeting minutes will be provided documenting each of the ten (10) property owner meetings

3.3 Project Website

The Consultant will support a project website maintained by the City to provide current project information and opportunity for project feedback. This allows active community participation throughout the project. The City will host the project website and post materials to the website. The Consultant will provide up to three (3) project updates for posting by the City in conjunction with project meetings and presentations.

Deliverables:

- Three (3) project updates consisting of meeting materials, presentations, comment summaries, and other materials prepared under other tasks in PDF format for posting by the City on the project website

Task 4 – Utility Coordination

The Consultant will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (PSE power and gas, Frontier, Zayo, Cable) and City-owned utilities (water, stormwater, and sanitary sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. The Consultant will coordinate and manage the potholing efforts through the design phase. The Consultant will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

The Consultant will perform the utility impact assessment and coordinate on work elements as described below:

4.1 Utility Coordination

The Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by the Consultant under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The Consultant will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant.
- Coordinate and attend up to three (3) meetings at City Hall with the group of the franchise utilities (after 30%, 60%, and 90% design submittals). The Consultant will prepare meeting agendas and notes.

- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Provide the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, and Final plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist along the NE 70th Street Extension corridor. These include:

- Power (Puget Sound Energy [PSE])
- Communication and Fiber-optics (Frontier and Zayo)
- Cable (Comcast)
- Gas Distribution (Puget Sound Energy)
- Water (City of Redmond)
- Stormwater (City of Redmond)
- Sanitary Sewer (City of Redmond)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Storm Drainage Design Task.

Assumptions:

- There are minimal existing franchise and City-owned utilities in the NE 70th Street Extension alignment today, and no new utilities are expected in the future.
- The City will distribute internally the plans sets for City-owned utilities for review.
- It is assumed that no water main or sanitary sewer work is included in the project.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise-owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results for each meeting (hard copy and electronic copy)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half-size utility plan sheets with conflicts noted (with 60% and 90% submittals) – PDF
- Half-size 30%, 60%, 90%, and Final PS&E plan sets sent to applicable utility franchises (hard copy and PDF)
- CAD file for franchise use in preparing relocation design (at 60% and 90%)

4.2 Pothole Exploration

The Consultant will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

“Pre-pothole” and “post-pothole” meetings will be held for each round of potholing. In the “pre-pothole” meetings with vendors and franchises, expectations related to traffic control and restoration of pothole locations will be discussed. “Post-pothole” meetings will be held as necessary to discuss the findings of the potholes with the utility owners and discuss any design and/or relocations approaches that may be necessary as a result of the potholing findings.

Services provided by the Consultant under this subtask will include:

- Coordinate and attend up to one (1) “pre-pothole” meeting with applicable utility franchises, utility locate service vendor and City staff as well as one (1) “post-pothole” meeting if needed, to discuss facility conflicts and relocations.
- Identifying potential utility conflicts and pothole locations based on the 60% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor) and 90% plans.
- Manage pothole program on behalf of franchise utilities and City. The Consultant will identify potholing needs on the utility conflicts spreadsheet and also by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.

Assumptions:

- Individual utilities will conduct their own potholing, no potholing will be done by the Consultant team.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Meeting agendas and notes (two [2] potholing meetings)
- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

4.3 Utility Coordination QA/QC Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 5 – Survey and Basemapping (1 Alliance Geomatics)

The intent of this task is to provide basemapping to support design improvements related to the NE 70th Street Extension project. 1 Alliance surveyors will research and compute the underlying right-of-way alignment and margins, recover existing primary survey control, and establish secondary survey control from which detailed topographic mapping will be performed. The limits for this survey will be a 120-foot-wide corridor centered on the NE 70th Street Extension between Redmond Way and 180th Avenue NE. The intersecting roadways of NE 70th

Street with Redmond Way and 180th Avenue NE will be included for a distance of 200-feet in either direction of each intersection.

5.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

5.2 Research

Research will be performed to recover underlying and/or adjoining survey control data relevant to the subject survey corridor to assist with the determination of right-of-way alignments and as a check on control datum. Underlying and adjoining surveys will be researched and recovered from the King County Recorder's online records website which together with the City's available GIS information will be used to depict the position of property lines and easements within the survey limits. In addition, the City will order and provide as many as six (6) title reports from a local title company for each of the land parcels adjoining and/or underlying the survey corridor.

5.3 Control Survey

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/11) horizontal datum; and North American Vertical Datum (NAVD 88). 1 Alliance will identify or establish approximately ten (10) horizontal control points and ten (10) vertical benchmarks for the project. Existing survey control monuments within one-quarter mile of the project corridor, such as those referenced on the Washington Geodetic Survey website, will be located as part of the control survey. Existing street monuments underlying or closely adjoining the project corridor will located as will existing property corners, if found. Auxiliary survey control will be established within the project limits as needed in order to perform the topographic survey.

5.4 Subsurface Utility Location

The services of a professional subsurface utility location purveyor will be procured in order to identify and mark underground utilities prior to commencement of the topographic survey. This will consist of surface identification and marking of the horizontal location.

Assumptions:

- Utility location purveyor will submit a traffic control plan and a right-of-way use permit from the City.

Deliverables:

- Existing utility locations identified on project existing basemap

5.5 Topographic Field Survey

A topographic survey sufficient for the development of one-foot contours will be conducted across the proposed corridor as described above and as determined by the City of Redmond. The survey will locate features as described below:

- Gravity systems, i.e., storm drain and sewer, shall be surveyed to the next downstream structure beyond the limits of the survey corridor.

- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located throughout the proposed corridor.
- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Spot elevations will be collected at a maximum spacing of 50-feet within the existing road prism and 25-feet in areas outside of the prism with additional spots as required to adequately identify grade breaks and other topographic features.
- Sidewalks, curbs (with type noted), driveways, and curb ramps will be located as will pavement edges with type of paving noted.
- At curb ramps, spot elevations will be taken at top/bottom of ramp, all grade breaks and grade transitions, and at curb transitions.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Street channelization, crosswalks, and parking space lines will be located to reflect existing conditions.
- Lane markings, such as directional arrows and bike lanes, will be located.
- Traffic signs will be located and labeled as to their type, i.e. stop, yield, bike lane, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
 - Grade breaks
 - Top and bottom of retaining walls
 - Top and bottom of curbs
 - Limits of shrubs, vegetation, and landscaping limits
 - Buildings and structures, with finish floor elevations
 - Fences and gates
 - Utility access points – cleanouts, hand-holes, traffic signal control vaults, etc.
 - Irrigation control valves
 - Traffic signal, power, telecommunication, and luminaire poles
 - Fire hydrants
 - Fire department connections and detector check vaults
 - Subsurface utility locations marks as delineated by a professional locating service
 - Street monuments, existing property corners, and survey control points

5.6 Survey Basemapping

A topographic survey map will be prepared in AutoCAD Civil 3D format depicting all features located during the field survey as well as one-foot contours and computed parcel and right-of-way lines. More specifically:

- Basemap shall incorporate field-located utility appurtenances, sub-surface utility paint marks, and GIS or as-built information provided by the City.
- Surveyed points will be shown to the nearest 0.01' on hard surfaces and 0.1' on unpaved surfaces.
- Manholes:
 - Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
 - Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
 - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger shall be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols shall be per APWA standards and shown to a reasonable scale on plans.
- Lane striping and parking striping shall be shown as it appears in the field.
- Dashed striping shall be shown as a dashed line and solid striping as a continuous line.
- Breaks in lane striping, such as left turn lanes that have a break in the line to allow vehicles to enter the lane, shall show true location of where lane striping starts and stops.
- Traffic signals will be shown using standard traffic symbols for mast arms, lights, and pedestrian buttons.
- All line work will be in model space. Drawing units shall be US decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

5.7 Right-of-Way and Boundary Resolution(s)

1 Alliance will determine the existing right-of-way limits within the red outline illustrated in Figure 1 to incorporate into the existing basemapping, using title reports acquired by the City and other information available through King County records, such as records of surveys, plats, etc. The Consultant will use this information to prepare existing right-of-way plans for the project. Parcels will not be resolved and will be shown using publicly available GIS information.



Figure 1. Survey Limits.

5.8 Right-of-Way Plans

1 Alliance will prepare right-of-way plans for the project following the WSDOT LAG Manual procedures. The right-of-way plans will have the appearance of WSDOT style right-of-way plans, but will not follow the strict adherence to line symbology and font format of WSDOT. The right-of-way plans will be prepared at 1"=50' scale, and for each property identify the existing property area, any required acquisition (whether fee simple or easement), and remaining property area.

5.9 Legal Descriptions

1 Alliance will prepare up to six (6) legal descriptions describing each property fee simple or temporary construction easement acquisition. Legal descriptions will not be prepared for right-of-entry situations for elements such as driveway reconstruction. A total of six (6) parcels have been identified that may require property acquisition in the form of either property fee simple or temporary construction easements. Parcel maps will be prepared for the legal descriptions.

5.10 Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Assumptions:

- Right of entry will be secured by the Consultant (by Commonstreet, as identified under Task 15). The City will take the lead on coordinating directly with right of entry for landowners refusing entry. In no case shall survey personnel enter private property prior to the right of entry being obtained.
- The Consultant's personnel are not certified for confined space entry and as such utility manholes may only be measured from the surface. Invert elevations up to a depth of 25 feet will be measured with a vertically plumb survey rod, or if offset, with a "pipe mic" offset tool.
- Mapping and electronic drawings will be compatible with the City's GIS system as noted in the City's Record Drawing requirements current as of 2022.
- The City will order and provide as many as six (6) title reports for each of the land parcels adjoining and/or underlying the survey corridor.
- Per City of Redmond requirements, a Traffic Control Plan (TCP) will be prepared and submitted to the City for approval, after which Consultant shall obtain a City of Redmond Street Use Permit.

Deliverables:

- A digital copy of the survey drawing, provided in AutoCAD Civil 3D format
- LandXML files
- Copies of field notes
- Point list in ASCII or text format, comma delimited
- Traffic Control Plan (TCP) for approval

Task 6 – Geotechnical Investigations (HWA GeoSciences)

6.1 Geotechnical Project Management and Project Meetings

Project Setup, Invoice Generation, and Processing: HWA Geosciences (HWA) will initiate the project and set up billing information in support of invoicing throughout the project. HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project

Geotechnical Task Management: HWA will provide task management for all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

Attend Project Kickoff Meeting: HWA will participate in one (1) project kickoff meeting with the City and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes this meeting will be virtual.

Collect and Review Available Geotechnical Data: HWA will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and HWA library.

Deliverables:

- Monthly progress reports and invoices

6.2 GeoEnvironmental Services

In support of the required environmental documentation for the project, HWA proposes to complete the work required to generate a hazardous material screening technical memorandum for the NE 70th Street corridor, between Redmond Way and 180th Avenue NE. This work will include the following subtasks:

Review Regulatory Databases: HWA will review federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills.

Review of Historical Documentation: HWA will review the following relevant documentation.

- Historical aerial photographs
- Sanborn Insurance Maps, if coverage is available
- Reverse city directories for the streets included in the project area

Ecology File Review: Review of existing reports documenting previous investigations for sites considered a potential concern (if readily available from Washington State Department of Ecology and/or the City of Shoreline).

GeoEnvironmental Site Reconnaissance: HWA will conduct a geoenvironmental site reconnaissance from public rights-of-way or publicly accessible public properties.

GeoEnvironmental Reporting: HWA will prepare draft and final Hazardous Materials Screening Technical Memorandum.

6.3 Phase 1 Geotechnical Exploration

Perform Geotechnical Site Reconnaissance: HWA will conduct a geotechnical site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

Plan Phase 1 of the Geotechnical Field Exploration Program: HWA will plan and coordinate Phase 1 of the geotechnical exploration program for the project. Phase 1 of the exploration program will consist of drilling a series of borings to provide data for design of the proposed improvements.

Conduct Phase 1 Utility Locates: HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. HWA will make additional site visits to verify that the proposed locations of the borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

Generate Phase 1 Geotechnical Exploration Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memoranda for the proposed Phase 1 exploration program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet will provide any required permits or rights of entry at no cost to HWA.

Conduct Phase 1 Geotechnical Explorations: HWA will conduct a series of up to four (4) geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment.

One boring will be drilled at both the western and eastern ends of the project. Each of these borings will be drilled to a depth of 20 to 30 feet below ground surface to provide soil and groundwater information in support of signal pole foundation design. A groundwater monitoring well will be installed within each of these wells. Data logging transducers will be installed in the monitoring piezometers to record water levels. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential and possible dewatering and construction impacts.

Two borings will be drilled to a depth of 20 to 30 feet below ground surface in support of luminaire foundation design, and infiltration screening. These borings will be evenly spaced to cover the remainder of the project alignment.

Each boring will be drilled with a truck mounted drill rig. Traffic control for borings that will include coning off the gravel work area. No flaggers are assumed to be needed given the current low traffic volume across the gravel area.

Each of the above-described geotechnical explorations will be logged by an HWA geologist. Samples will be screened visually and with a Photoionization detector for signs of contamination. All non-contaminated drilling spoils will be drummed and transported off site for disposal by the driller.

Generate Boring Logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing will include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Conduct Groundwater Monitoring: HWA will install groundwater monitoring transducers in each monitoring well. These transducers will be set to take groundwater elevation readings every half an hour for one year. HWA will make periodic site visits to download and process the groundwater data. This data will be used to provide the designer and prospective contractors with seasonal groundwater variations across the site.

6.4 Geotechnical Design Services

Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results on selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

Develop Geologic Cross-Sections: HWA will construct geologic cross-sections, as needed, for the project. These cross sections will show near surface soil conditions and will be provided in a geotechnical report.

Generate AASHTO Seismic Design Parameters: Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Roads and Bridges.

Evaluate Liquefaction Potential: HWA will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements.

Conduct Signal Pole and Luminaire Foundation Design: HWA will provide geotechnical recommendations for design and construction of the signalization and luminaire improvements. We assume that signalization improvements and luminaire foundations will be designed based on WSDOT standard plans and procedures.

Conduct Infiltration Screening Analyses and Provide Recommendation: HWA will evaluate grain size analyses data obtained during exploration of the near surface soils to determine if onsite infiltration of stormwater is reasonable.

HWA QA/QC: All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team or the City.

Project Coordination Meetings: HWA will participate in up to four (4) project coordination meetings. HWA assumes these meetings will be virtual.

6.5 Draft Geotechnical Report

Prepare Draft Geotechnical Engineering Report: HWA will prepare a draft geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phase 1 explorations, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

6.6 Phase 2 Geotechnical Explorations (Pilot Infiltration Testing)

Conduct Utility Locates: HWA will mark the proposed PIT location and arrange for utility locates using the Utility Notification Center.

Additional Utility Locate Site Visits: HWA will make an additional site visit to verify that the proposed location of the PIT is clear of utilities prior to finalizing the exploration plan.

Generate PIT Exploration Work Plan Memo: HWA will prepare a PIT Work Plan Memorandum for the proposed PIT program. The work plan will be submitted to the design team and the City for review and approval. The work plan will detail the type, location, and extent of proposed PIT test along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for permitting that may be necessary to access the PIT locations. HWA assumes the City will provide any required permits or rights of entry at no cost to HWA.

Obtain Hydrant Permit and Rent Required Equipment: HWA will work with local jurisdictions to obtain a hydrant use permit. HWA will also rent the required equipment to convey water from the nearest fire hydrant to the location of the proposed PIT test. If a hydrant is determined to not be accessible within the vicinity of our proposed PIT locations, a mobile water truck will be utilized.

Conduct Pilot Infiltration Test: One (1) Pilot Infiltration Test (PIT) will be conducted within this scope. The PIT test will be conducted per the appropriate stormwater manual, within the gravel area extending along the proposed project alignment. The exact location of the pilot infiltration tests will be determined based on the soil conditions and configuration of existing utilities.

After utilities have been located, HWA will contract with a local contractor to set up the PIT. The contractor will start by excavating the subsurface soils to the depth of the proposed infiltration facility. A PIT ring will be installed at the base of the excavation and backfilled around with native soil. The excavation and setup for the pilot infiltration test will be conducted the day before the pilot infiltration test is to be completed. Once the site has been prepared and the PIT ring has been installed, $\frac{3}{4}$ inch plywood will be placed over the excavation upon completion. Caution tape and barriers will be placed around the excavation overnight.

The next morning, HWA will reinstall the traffic control and conduct the PIT. Water for the test will be obtained from existing fire hydrants. We assume one (1) day to complete the PIT test.

After the PIT test is completed, HWA will reestablish the grade at the location of the test. Grade will be reestablished by backfilling with compacted native soils from the excavation. The surface will be reestablished with up to six inches of imported gravel.

Generate PIT Log and Assign Laboratory Testing: All of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to HWA's Bothell, Washington office for further examination and testing. Soil information will be presented in a summary PIT log that will be generated upon completion of our exploration program.

Conduct Infiltration Analysis: HWA will evaluate the data obtained from the PIT test and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

6.7 Revised and Final Geotechnical Report

Revised Draft Geotechnical Engineering Report: Upon completion of the infiltration testing, HWA will update our draft geotechnical report to include recommendations for onsite infiltration.

Prepare Final Geotechnical Engineering Report: Upon completion of the design, HWA will prepare a final geotechnical report for the project. This report will contain the results of the explorations and analyses performed during Phases 1 and Phase 2 explorations including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

Deliverables:

- Draft and Final geotechnical engineering report

6.8 Plan and Specification Review

HWA will conduct a plan review at the 60%, 90%, and Final milestones to evaluate that the geotechnical aspects of the project have been incorporated into the project plans.

6.9 Optional Infiltration Testing Services

If large scale pilot infiltration testing is not feasible or allowed along the project corridor, HWA understands that alternative areas may be considered for use of onsite infiltration. We expect that these alternative areas may not have the area needed to conduct large scale PIT testing. If this is the case, HWA proposes to conduct the following tasks as optional services.

- **Screen Proposed Infiltration Locations for Feasibility:** In support of siting proposed alternative infiltration locations, HWA will review existing readily available subsurface information to assist in finding areas with subsurface soils and groundwater conditions suitable for use of onsite infiltration.
- **Plan Optional Infiltration Testing:** HWA will plan and coordinate optional infiltration testing at the locations identified by the team. The optional infiltration testing program will consist of conducting EPA falling head permeability tests at the locations of proposed stormwater facilities. The optional infiltration testing program will take place late in the design process once stormwater facility locations are identified.
- **Conduct Utility Locates:** HWA will mark the proposed optional infiltration test locations and arrange for utility locates using the Utility Notification Center. Due to the number of utilities along the project corridor, HWA will make an additional site visit to verify if the proposed locations of the EPA falling head tests are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.
- **Generate Optional Infiltration Testing Exploration Memo:** HWA will prepare geotechnical exploration memo for the proposed optional infiltration testing program. The memo will be submitted to the design team and the City for review and approval. The memo will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the City or Perteet, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA. HWA assumes that all infiltration tests will be conducted outside of the travel lanes and only require shoulder closures for traffic control plans.
- **Conduct Optional Infiltration Testing:** HWA will conduct Falling Head percolation tests at up to four (4) locations. These tests will not be conducted until such time as the location of the proposed stormwater facilities have been identified and the subsurface soils have been screened to determine infiltration potential. Each percolation test will be conducted in general accordance with the EPA falling head test procedures. HWA assumes that each test will be conducted three to four feet below ground surface. HWA assumes that each test will be conducted within the right-of-way and outside of the travel lanes. Upon completion, the receptor soil will be sampled for confirmatory laboratory testing, then each of the proposed test locations will be backfilled with native soils.
- **Generate Test Logs and Assign Laboratory Testing:** HWA will prepare summary logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.
- **Conduct Infiltration Analysis:** HWA will evaluate the data obtained from the EPA falling head tests and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- Non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor.
- HWA will be responsible for all post drilling clean up.

- All required street use permits will be provided by the City at no cost to HWA.
- Geotechnical borings conducted through the pavement and pavement cores will be patched with quick drying cement. Sawcutting of the pavement or hot mix asphalt patches will not be required.
- Geotechnical explorations will be completed during daylight hours.
- The borehole locations will be surveyed by others.
- The site soils will support standard plan signal pole and luminaire foundations design. Non-standard signal pole or foundation design is assumed to not be required.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by the contractor during construction.
- The monitoring wells will be installed within the shoulder or beyond the shoulder where no traffic control will be needed for accessing the monitoring well.
- No uniformed police officer will be required for traffic control implementation during the exploration program.
- No additional staff will be provided during explorations to guide pedestrians past work areas.
- No flaggers will be required to conduct the proposed field work.

Deliverables:

- Geotechnical Explorations Work Plan Memorandum (Phase 1 and 2) – PDF
- Draft, Draft Final, and Final Geotechnical Engineering Reports – PDF

Task 7 – Traffic Analysis

The City has already studied options for vehicular operations at the intersection. The Consultant will supplement the previously completed analysis to determine recommendations for this project. The Consultant will use the models developed in prior modeling efforts by the City at this intersection.

The Consultant will base the Preliminary Engineering (30%) design for the project on the preferred concept resulting from the Traffic Analysis.

7.1 Existing Traffic Data

The City shall provide existing traffic counts, Synchro models, and recent traffic reports for the intersections illustrated on Figure 2 – Traffic Study Intersections if these items have been updated since the Consultant's work at the Redmond Way and East Lake Sammamish Parkway/180th Avenue NE intersection. This information will include both AM and PM peak hour data if available. The City shall provide design year (2035) AM and PM peak hour data for the same locations.

7.2 Safety Evaluation

The Consultant will collect available five-year collision data from the City and WSDOT. Using this information, the Consultant will conduct a safety evaluation using the methodology outlined in the *Highway Safety Manual* (HSM) to assess if there are potential intersection improvements that could be made as part of the project to improve safety. The Consultant will classify collisions using the KABCO scale, use the HSM predictive method to identify potential for improvement, and recommend countermeasures to reduce collision likelihood. The limits of

this safety analysis will be all crash records coded as occurring at or related to the intersection of Redmond Way and NE 70th Street or along 180th Avenue NE within 250 feet in either direction of the proposed NE 70th Street intersection.

7.3 Operations Analysis

To determine the appropriate configuration for both the Redmond Way/NE 70th Street Intersection and the 180th Avenue NE/NE 70th Street intersection, the Consultant will evaluate the impacts of up to two (2) intersection configurations and channelization options for each Intersection. All analysis will be done in Synchro/SimTraffic, which is the modeling tool that has been used on prior City analysis efforts. Analysis by the Consultant will be in the AM and PM peak hours for existing conditions and future (2035) conditions. Additional analysis using other analysis programs or extra alternatives will require a supplement to this Scope of Services.

7.4 Traffic Analysis Memorandum

The Consultant will summarize the results of the analysis in a Traffic Analysis Technical Memorandum. The Consultant assumes the memorandum will be limited to eight pages (excluding appendices). This memorandum will include the following:

- Quantitative comparison of the performance metrics (control delay, level of service, and 95th percentile queues) of the existing conditions to the proposed alternatives.
- Proposed channelization for the corridor based on existing and future (2035) traffic condition analysis, including a qualitative discussion of including a center turn lane.
- Recommended turn pocket lengths based on existing and future (2035) traffic condition analysis.
- Required traffic signal design modifications to facilitate bicycle and pedestrian movements at the Redmond Way and NE 70th Street intersection.

Deliverables:

- Draft Traffic Analysis Technical Memorandum (in electronic PDF format)
- Final Traffic Analysis Technical Memorandum (in electronic PDF format)

Task 8 – WSDOT Coordination

8.1 Alternatives Evaluation

The Consultant will generate an exhibit of the proposed Redmond Way and NE 70th Street intersection based on the Traffic Analysis completed in Task 7. This exhibit will illustrate proposed vehicle and bicycle lanes on the NE 70th Street extension and any proposed modifications to the intersection channelization or sidewalk corners compared to the DRLE design that WSDOT has previously reviewed. Within this exhibit, the Consultant will note the design elements that the Consultant anticipates will require deviation approval or justification by WSDOT.

The Consultant will share this exhibit with WSDOT review staff for comments prior to preparing the first set of WSDOT Channelization Plans. This task includes up to one (1) comment resolution meeting between the City, Consultant, and WSDOT to discuss WSDOT comments on the exhibit. The Consultant will incorporate the design as modified by agreed-to comments in Task 8.2 and the 30% design.

8.2 WSDOT Channelization Plans for Approval

The Consultant will prepare and submit to WSDOT Channelization Plans for Approval for proposed improvements at the Redmond Way/NE 70th Street Intersection. Up to three (3) submittals of channelization plans are included.

8.3 WSDOT Documentation

The Consultant will prepare and submit to WSDOT the required documentation to satisfy WSDOT requirements, including: design approval memorandum, summary of design, design decision and/or design analysis forms, and a truck turn simulation exhibit. This scope includes up to four (4) WSDOT Design Decision or Design Analysis forms associated with WSDOT Channelization Plans for Approval. Up to three (3) submittals of each element of the WSDOT documentation package is included. WSDOT documentation will follow the WSDOT Design Manual format.

Assumptions:

- The Consultant assumes that the WSDOT Channelization Plans for Approval will consist of up to three (3) channelization sheets for improvements at the Redmond Way/NE 70th Street Intersection. The three (3) sheets will be at 1"=40' scale when plotted on 11" x 17" sheets. Additionally, the Consultant assumes the Channelization Plans for Approval package will include one (1) cover sheet, one (1) typical sections sheet, one (1) channelization detail sheet, and one (1) alignment plan sheet for a total of an assumed seven (7) sheets for the complete Channelization Plans for Approval set.
- If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement. If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement.
- The Consultant shall respond to WSDOT comments after each submittal and resolve comments, if necessary, with WSDOT staff. The Consultant shall track all resolution and incorporation of each comment in a comment log. Up to two (2) members of the Consultant team shall attend up to three (3) comment resolution meetings with WSDOT as part of this task, including the meeting under Task 8.1.

Deliverables:

- Design analysis exhibit
- Up to three (3) WSDOT Channelization Plans for Approval packages at 1" = 40' half-size scale submitted electronically to the City and WSDOT (final approved submittal may be at 1" = 20' on full-size sheets)
- Up to three (3) WSDOT documentation packages in MS Word/Excel (for the basis of design only) and PDF format, submitted electronically to the City and WSDOT
- Agendas and minutes for WSDOT coordination meetings (up to three [3])
- Completed comment log for each set of WSDOT comments (up to three [3])

Task 9 – Environmental Documentation and Permitting

The Consultant will provide NEPA and SEPA environmental documentation and permitting assistance for required federal, state, and local permits, as required by the various resource agencies.

9.1 Background Information Review and Analysis

The Consultant will obtain project and resource information relevant to the environmental context of the project action, inclusive of resource agency database review of available information on historical/cultural resources, Ecology facilities, priority/threatened/endangered species, and information from the design team applicable to the environmental context to begin document preparation or exclusion documentation/consideration.

Assumptions:

- No permits or documents outside of this task are assumed.
- Environmental review will be adequately addressed with documents provided under this task and associated with other in-scope documents.

Deliverables:

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

9.2 WSDOT Early Coordination with City

A Categorical Exclusion (CE) form will be preliminarily drafted and a virtual meeting will be scheduled by the Consultant with the City and WSDOT staff to consider categorical exclusions and the extent of any requested supplemental documentation for: hazmat review, noise analysis, environmental justice, cultural resources, endangered species, and other CE classification categories under WSDOT NEPA CE review.

Assumptions:

- One (1) meeting will be attended with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead, and the right-of-way consultant).
- The meeting may occur at or before the 30% design level and project guidance will be based on preliminary design knowledge.
- It is assumed that an air analysis will not be required for this project.

Deliverables:

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

9.3 NEPA CE Form

The Consultant will prepare a preliminary and final CE form for submittal to WSDOT at the 60% design level inclusive of discipline memos.

Assumptions:

- Coordination will occur with WSDOT after submittal to respond to review comments. One (1) revision to the CE form is assumed.

- Once WSDOT agrees the CE form and other supporting documents under this task are complete, they will request the CE be signed by the City for final submittal.

Deliverables:

- Draft and final CE form to City and WSDOT with attachments
- Review correspondence via email

9.4 SEPA Checklist

The Consultant will prepare a draft and final SEPA checklist for City use at the 60% design level inclusive of NEPA discipline memos and related project documents under this scope of work as supporting information.

Assumptions:

- SEPA determination will result in a DS or MDNS.
- City will provide one (1) consolidated review on the draft checklist prior to being finalized by the Consultant.
- City will address SEPA public notice requirements.
- SEPA will not be appealed.

Deliverables:

- Draft and final SEPA checklist
- Correspondence via email

9.5 Area of Potential Effect (APE) and Cultural Resources Assessment (CRA)

9.5.1 APE Memo and WSDOT Support

Preparation of an Area of Potential Effects (APE) for the proposed improvements, includes a brief memorandum describing the project, proposed direct and indirect effects, and a map that shows the boundaries of those potential effects. The memorandum will be prepared in coordination with City and WSDOT for submission to Section 106 consulting parties, including SHPO, FHWA, and Affected Tribes. Services included in this task include review of project specifications, available geotechnical information, preliminary review of background information on the natural and cultural setting of the project, drafting and producing the APE memorandum and map, and completing revisions of the draft that may be needed to prepare a final APE memorandum.

Assumptions:

- The entire APE will be accessible for the field survey.
- The City will provide one (1) consolidated review on the draft APE prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and Final APE (PDF)

9.5.2 Cultural Resources Field Survey

King County parcel 1225059151 and the ROW on its norther boundary were the subject of an archaeological survey and cultural resources assessment in 2017. This existing project report is on file in DAHP's WISAARD. It is assumed that the current project's direct-impact APE will be within this previously surveyed area. If the direct-impact APE includes previously unsurveyed areas and it is deemed necessary as a result of consultation with the DAHP, the Consultant will conduct pedestrian survey of the area not previously investigated. If areas free of impervious surfaces and buried utilities are identified, up to three (3) shovel probes will be hand excavated. If archaeological material is encountered, it will be documented to the extent feasible at the time of the survey. However, no artifacts or other material will be collected.

Assumptions:

- Previously unsurveyed area, if any, is expected to be less than 0.5 acres.

Deliverables:

- Potential documentation of archaeological material
- Potential documentation and assessment for eligibility to the National Register of Historic Places

9.5.3 Reporting

If additional survey is required, a technical report that meets WSDOT, federal, and SHPO/DAHP standards will be completed that describes the APE, its natural and cultural setting, field survey methods and results, and evaluations of the significance of and project effects on specific resources identified during the survey. If an archaeological resource is identified during the survey, it will be documented on a standard Washington State Archaeological Site or Isolate inventory form and appended to the report. One (1) internal draft report will be prepared and submitted electronically for review. One (1) final draft will be submitted to reviewing agencies. One (1) final version will be prepared based on reviewer comments and submitted electronically as a PDF document.

Assumptions:

- The City will provide one (1) consolidated review on the draft CRA prior to being finalized by the Consultant team for WSDOT submittal.
- If any archaeological resources are identified during the field survey, they will be documented to the extent allowed by survey data. Additional boundary definition, significance testing, or development of a treatment plan would be conducted under separate scope/cost.

Deliverables:

- Draft and Final CRA (PDF)

9.6 Environmental Justice (EJ)

An EJ memo with related maps, figures, and tables be prepared to evaluate disadvantaged populations and impacts that may occur in the context of the project action pursuant to CE review criteria.

Assumptions:

- The City will provide one (1) consolidated review on the draft EJ memo prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and final EJ memo (PDF)
- Correspondence via email

9.7 Environmental Noise Evaluation

9.7.1 Environmental Noise

The Consultant shall perform a traffic noise analysis for the new roadway connection between Redmond Way and 180th Avenue NE. The study will be based on the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, Federal Highway Administration (FHWA) and the 2011 Traffic Noise Policy and Procedures, Washington State Department of Transportation (WSDOT), March 2020. A detailed description of work to be performed is outlined below, including the required data for the analysis.

The Consultant shall conduct a reconnaissance of the project study area to identify all of the land uses and locate noise sensitive properties within 500 feet of the project as described in 23 CFR Part 772. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise measurements and traffic counts will be conducted at two (2) sites as needed to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments.

Noise modeling validation measurements near existing active roadways will be conducted for a 15 to 20 minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with future determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach close agreement of +/- 2 dB.

Based on site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project study area. Frequently, one modeling location will be used to represent several nearby locations expected to have noise levels that are the same, or slightly less, than the modeling location. The number of modeling sites will be sufficient to accurately predict existing (2018?), future (year 2040?) No-Build and future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that 10 to 20 noise modeling sites may be needed to provide representative noise levels along the project corridor.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limit speeds to calculate existing peak hour noise levels at each of the modeling sites from above. Traffic noise levels projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise level will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels.

Future Build noise levels during peak hour will also be modeled at the selected noise sensitive sites with the proposed new and improved roadways. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residences, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours, or an increase of 10 dB or more over the existing traffic noise levels.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. Due to limited right-of-way, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient right-of-way to consider berms in most sections of the corridor. If noise walls are necessary, the Consultant shall provide location, length, height, profile, estimated cost (using WSDOT Policy) and number of benefiting noise sensitive properties for each proposed barrier. This information will be used to show compliance with WSDOT criteria for reasonable and feasible noise abatement for any recommended noise barriers.

For those areas with traffic noise impacts and no recommended noise abatement measures, the analysis will provide the necessary analysis and information to specifically note the reasons for not providing noise abatement. Construction activities that may cause annoyance at nearby noise sensitive land uses will be qualitatively assessed by the Consultant in accordance with WSDOT's procedures. The Consultant will discuss local laws applying to construction noise, including any limitation on construction during evening and nighttime hours, or on weekends and holidays.

The Consultant shall prepare a noise technical report summarizing the finding of the noise study. The contents will include an introduction to acoustics, land use, methodology, existing noise levels, future No-Build and Build noise levels, noise impacts, and recommended mitigation. The noise report will follow the WSDOT policy for a traffic noise technical analysis. The report will include maps of existing and proposed alignments on vicinity scale maps. Impacts, monitoring locations and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts to future land uses in the context of existing and planned land uses will be provided. Construction noise impacts and local regulations, as described above, will be discussed. The initial report will be submitted in MS Word for review and comments from the City, project shareholders, and WSDOT. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

Assumptions:

- Actual dispersion modeling using specific intersection configurations will not be necessary.
- City will provide one consolidated review on the draft noise evaluation prior to being finalized by the Consultant team for WSDOT submittal and NEPA evaluation.

Deliverables:

- Noise Analysis Technical Report (draft and final)
- Noise monitoring sheets and details
- Noise wall locations and heights (where applicable)
- TNM Files

9.8 (Biological Assessment) BA No-Effect

A BA no-effect checklist will be prepared to evaluate threatened/endangered that may occur in the context of the project action pursuant to CE review criteria.

Assumptions:

- City will provide one (1) consolidated review on the draft BA no-effect letter prior to being finalized by the Consultant team for WSDOT submittal.
- Infiltration is assumed for stormwater and formal ESA consultation is not assumed for this task or scope. If formal ESA consultation is triggered a supplemental scope will be necessary for formal BA preparation if recommended by WSDOT under NEPA review.

Deliverables:

- Draft and final BA no-effect checklist associated with CE form (PDF)
- Correspondence via email

9.9 Hazardous Materials Investigation and Technical Memorandum

The primary objective of the Hazardous Materials Technical Memorandum is to evaluate the project area, with focus on the historic and current use of the properties adjacent to the proposed project corridor, for obvious evidence of existing and potential hazardous materials conditions. The Hazardous Material Technical Memorandum will be completed in support of the National Environmental Policy Act (NEPA) documentation for the project. The Hazardous Materials Technical Memorandum will include the following elements:

- Review of federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills
- Review of historical documentation, including:
 - Historical aerial photographs
 - Sanborn Insurance Maps, if coverage is available
 - Reverse city directories for the streets included in the project area
- Review of existing reports documenting previous investigations (if available from Washington State Department of Ecology and/or City of Redmond)
- Site reconnaissance from public rights-of-way or publicly accessible public properties
- Prepare draft and final Hazardous Materials Technical Memorandum deliverable

A Hazardous Materials Technical Memorandum is not considered to be a Phase I ESA that adheres to the American Society for Testing and Materials (ASTM) standards. If the Hazardous Materials Technical Memorandum analysis reveals issues that could impact the project area, more detailed investigations, which may include Phase I ESAs or Phase II ESAs, may be recommended. If further investigation is recommended, a scope of work and cost estimate will be provided at that time.

The Hazardous Materials Technical Memorandum scope of work does not include any specific testing or analysis to determine the presence or absence of any physical, radiological, or biological hazard or condition, including, but not limited to: wetlands, endangered species issues, asbestos containing materials, lead-based paint, lead in drinking water, or radon.

The Hazardous Materials Technical Memorandum and any further recommended investigations (if deemed necessary) will be performed by HWA staff who, to the best of our professional knowledge and belief, meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. HWA staff members have the

specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the project area.

Additional Services

Although it is unknown at this time if additional services such as Phase I or II ESAs will be required by WSDOT as part of the environmental consulting services, based on a cursory review of Ecology regulated properties that are adjacent to or in the nearby vicinity of the NE 70th Street Extension project area, the potential for this recommendation and the impact to the overall project budget should be considered. Therefore, typical estimates for a Phase I ESA are presented as part of this proposal.

Assumptions:

- City will provide one (1) consolidated review on the draft Hazmat memo prior to being finalized by the Consultant team for WSDOT submittal and NEPA review.
- The cost provided for a Phase I or II ESA is based on HWA's experience and could vary depending on the project location, historical and environmental regulatory records available, and other variables (i.e., property size, number of buildings, site access, etc.)

Deliverables:

- Draft and final Hazmat memo (PDF)
- Correspondence via email

Task 10 – Storm Drainage Design

The Consultant will evaluate stormwater for the project area in conformance with the requirements of the City of Redmond Stormwater Technical Notebook (March 2019, as amended on June 5, 2019).

10.1 Coordination with City and Resource Agencies

The Consultant will coordinate with City of Redmond stormwater staff and the maintenance department regarding proposed drainage systems planned for the project. The Consultant will also coordinate with permit specialist regarding drainage components in the documents (prepared under Task 9 of this scope of services) which resource agencies may review.

Assumptions:

- Coordination effort assumes up to two (2) meetings at the City of Redmond offices.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Draft meeting notes provided in Word format, submitted via email
- Final meeting notes provided in PDF format, submitted via email

10.2 Design Criteria

The 2019 Stormwater Technical Notebook and Redmond Municipal Code (RMC) chapters 13.06 and 15.24, will be used as the drainage design manuals for this project. Prior to beginning project drainage design, a Storm Drainage Design Criteria matrix will be prepared summarizing all drainage related requirements and standards.

Assumptions:

- The Storm Drainage Design Criteria matrix will be provided the City of Redmond for review and concurrence before the Consultant proceeds with detailed design work.

Deliverables:

- One (1) PDF copy of the Storm Drainage Design Criteria matrix, to be included in the appendix of the Technical Information Report (TIR)

10.3 Off-Site Analysis

The Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project limits. The downstream analysis will include a review of recent drainage complaint documentation provided by the City (if it exists) and a visual assessment of the downstream route to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for the downstream drainage conveyance system associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The Consultant will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

The Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service.

Assumptions:

- The site consists of a single TDA and therefore the Consultant will analyze up to one (1) downstream route.
- The downstream route field investigation is assuming the Consultant has permission to enter private properties to conduct the work. If the downstream route field investigation requires access onto private property, right-of-entry permissions will be obtained by the Consultant (Commonstreet).

Deliverables:

- Off-Site Analysis Write-up, to be included in a section of the Technical Information Report (TIR), see Task 10.8

10.4 Site Assessment

Consultant will prepare site assessment maps showing existing drainage features, drainage patterns, and soil conditions within the NE 70th Street corridor. The site assessment maps will be assembled based upon new

topographic survey mapping, City records, and City maps. Off-site information that is outside of the new survey limits will be acquired from GIS mapping, City records, and City maps. The site assessment mapping will include:

- Land use types and areas
- Topographic plans within the road project right-of-way, including enclosed drainage
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS)
- Watershed and stream basin information (electronic GIS)
- Wetlands, streams, and other critical areas (if applicable)
- Relevant Basin Plans that may have impact on drainage design (supplied by City, if available)
- Soil types – Natural Resources Conservation Service (NRCS)

The Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for flow control and water quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The Consultant will prepare a summary of area tables for pre-project and post-project conditions.

This work element includes updating the proposed impervious area maps after 60% plans are complete, if there are significant changes to the roadway design that warrants an update.

Deliverables:

- Existing Drainage Condition Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Downstream Routes/Upstream Areas Exhibit (one [1] 11"x17" sheet, to be included in the TIR, Task 10.8)
- Soils Map (one [1] 11"x17" sheet, to be included in the TIR, Task 10.8)
- Existing Impervious Area Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Proposed Impervious Area Maps (approximately two [2] 11"x17" sheets, to be included in the TIR, Task 10.8)
- Tables identifying the different types of impervious surfaces (to be included in the TIR, Task 10.8)

10.5 Water Quality Treatment and Flow Control Calculations

Consultant will prepare sizing calculations for the proposed water quality treatment and flow control facilities.

Assumptions:

- The hydrologic analysis conducted as part of this work element will be done using MGSFlood, a continuous simulation modeling software accepted by the Washington State Department of Ecology.

Deliverables:

- Water Quality Treatment and Flow Control calculations (to be included in the TIR, Task 10.8)

10.6 Coordination with Other Projects (Potential Use of ST Facility)

There is the potential to combine the flow control requirements of the NE 70th Street Extension project with the flow control facility currently being constructed as part of the Sound Transit (ST) Downtown Redmond Light Rail Extension project located downstream of the project site. The Consultant will coordinate with the City and ST to determine if expanding the ST site is a viable option to address flow control for the NE 70th Street project. The City will provide the Consultant with the Downtown Redmond Light Rail Extension TIR for review and reference.

10.7 Conveyance Calculations

The Consultant will prepare storm pipe conveyance capacity calculations for new storm drain conveyance systems within the project area limits as follows:

- 60% PS&E: Prepare preliminary pipe sizing and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.
- Final PS&E: Prepare final pipe capacity and backwater calculations, using StormShed 3G or an equivalent backwater calculation software program and the Rational Method.

Assumptions:

- Conveyance calculations will be performed for new storm drain conveyance systems only. Existing storm drain conveyance systems will not be analyzed, except for those in Redmond Way (SR 202) if expanding the ST flow control facilities is determined to be the preferred option.
- Gutter flow calculations will not be performed.

Deliverables:

- Conveyance Calculations (to be included in the TIR, Task 10.8)

10.8 Draft Stormwater Technical Information Report (TIR)

The Consultant will prepare and submit to the City a draft Stormwater Technical Information Report (TIR) for the project based on the City of Redmond Stormwater Technical Notebook (March 2019). The draft Stormwater TIR will be circulated to City staff for review and comment. City staff will consolidate all comments into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one meeting with City staff to reconcile any outstanding comments. After reconciling comments at this meeting, the Consultant will prepare and submit documentation in Excel format of how comments received will be addressed when a final Stormwater TIR is prepared under Task 10.9.

Deliverables:

- Draft Stormwater TIR for City review and comment submitted electronically in PDF format
- Set of responses to review comments received on the draft Stormwater TIR submitted electronically in PDF format

10.9 Final Stormwater TIR

The Consultant shall revise the draft Stormwater TIR based on comments from the City and design revisions since the draft report was submitted. This Scope of Services covers one (1) submittal of the final Stormwater TIR, which the Consultant assumes will not receive further comment from the City.

Deliverables:

- Final Stormwater TIR submitted electronically in PDF format

Task 11 – 30% Design, Plans, and Opinion of Costs

The Consultant will prepare 30% design level construction plans and opinion of costs and submit them to the City for review and comment. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The Consultant will prepare and submit to the City Preliminary (30%) Design plans for a preferred design alternative for the project, based on the conceptual channelization plans documented in the Traffic Analysis Memorandum and approved by the City. It is assumed that the preliminary plans will fit on three (3) “base sheets,” utilizing 11” x 17” sheets at 1” = 40’ scale. Other scales may be used as appropriate.

11.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 30% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 30%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Typical roadway sections	1
Paving and grading plan	2
Drainage plan	2
Channelization, illumination, and signing plan	2
Traffic signal plan	1
Construction sequencing plan	4
Total	15

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above. These plans will inform right-of-way/license to construct needs for the final design stage of the project.

In developing the traffic signal plan as well as the illumination plans, the Consultant will model illumination levels at the intersections to determine if illumination modifications are required.

The construction sequencing plan will inform the Consultant’s development of the traffic control opinion of cost.

11.2 Opinion of Cost

The Consultant will prepare and submit to the City a Preliminary (30%) Opinion of Cost based on the Preliminary (30%) Plans, including allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices

and incorporate a 30% contingency to account for the level of completeness of plan preparation and to reflect past experience on similar projects within the region.

Deliverables (for all Task 11 subtasks):

- Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format

Task 12 – 60% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 30% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

12.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 60% level of detail. The Consultant anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 60%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Traffic signal plan	3
Landscaping plans	2
MOT plans	4
Total	24

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the preliminary phase are still applicable to sheets developed under that phase):

- General: incorporate comments from the 30% review and comment resolution.
- General: pothole City utilities to identify horizontal and vertical existing conditions.
- Site preparation: evaluate removal and site preparation limits and best management practices (BMPs) for erosion control and identify structures and obstructions requiring removal.

- Roadway paving and grading: develop a roadway, sidewalk, and driveway elevation model; refine design elements to achieve compliance with PROWAG dated July 26, 2011 standards (or MEF); adjust paving limits as necessary to achieve grading goals.
- Intersections: document horizontal and vertical design data at intersections, including curb return data and curb ramp size and grading.
- Roadway details: develop non-standard design elements.
- Driveways: design driveway paving connections to existing parking lots or properties.
- Drainage: refine design based on pothole data and utility coordination; generate profile views for proposed pipes and structures, showing existing crossing utilities for a conflict check; detail storm drainage design elements.
- Channelization and signing: detail channelization and sign placement.
- Traffic signals (including illumination, as required): generate applicable schedules for poles, foundations, signal attachments, and conduits; coordinate design with utilities; modify pedestrian pushbutton designs as necessary to achieve ADA.

12.2 Opinion of Cost

The Consultant will prepare an opinion of cost for the 60% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 60% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 30% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 30% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

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

Deliverables (for all Task 12 subtasks):

- Completed comment log for the Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format
- 60% plans (half-size) and opinion of cost estimate submitted electronically in PDF format

Task 13 – 90% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 60% Plans and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

13.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 90% level of detail. The Consultant anticipates that the 90% design will include all sheets for the final construction document package to be used by the contractor. The list below includes the assumed sheet titles and number of sheets for 90%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index, and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation and TESC plan	2
Typical roadway sections	1
Roadway plan and profile	2
Intersection details	2
Drainage plan and profile	2
Drainage details	1
Channelization, illumination, and signing plan	2
Illumination details	1
Traffic signal plan and details	5
Landscaping plans and details	3
MOT plans	4
Total	28

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 60% review and comment resolution.
- General: coordinate elements for consistency with the project specifications.
- General: review project constructability and revise design elements as necessary.
- Roadway paving and grading: finalize roadway, sidewalk, and driveway elevation model.
- Traffic signals: provide traffic signal wiring diagram.
- Illumination: provide illumination one-line (wire) diagram and details.

13.2 Specifications

The Consultant will prepare a Project Manual for the project based on English units for the 90% submittal. This will include Special Provisions for the items of work that are not covered by the 2020 WSDOT/APWA Standard Specifications, including any Redmond General Requirements (to be provided by the City), as well as bid and contract forms.

13.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 90% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 90% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 60% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 60% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

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

Deliverables (for all Task 13 subtasks):

- Completed comment log for the 60% Plans and Opinion of Cost submitted electronically in PDF format
- 90% plans (half-size), project manual including specifications, and opinion of cost estimate submitted electronically in PDF format

Task 14 – 100% Design, Plans, and Opinion of Costs

City staff will consolidate all comments for the 90% Plans, Project Manual, and Opinion of Cost into one package for response by the Consultant. The Consultant will prepare a proposed response to each comment received, and then conduct one (1) meeting with City staff to reconcile any outstanding comments. The Consultant shall track all resolution and incorporation of each comment in a comment log.

The Consultant shall prepare this design stage to be construction-ready. The Consultant assumes that no comments will be received after submitting the 100% PS&E documents.

14.1 Plans

The Consultant will prepare anticipated plans for the final construction documents to a 100% (construction-ready) level of detail. The Consultant anticipates that the 100% design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Task 16).

The Consultant will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The Consultant will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 90% review and comment resolution
- General: designate all sheets as construction-ready through signatures by each engineer of record.

14.2 Specifications

The Consultant will revise the 90% Project Manual based on comments received from the City to produce a 100% (construction-ready) Project Manual. The Consultant's engineer of record shall sign the construction-ready Project Manual.

14.3 Opinion of Cost

The Consultant will prepare an opinion of cost for the 100% (construction-ready) plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 100% (construction-ready) level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the Consultant will endeavor to keep the project within the construction cost identified in the 90% opinion of cost prepared by the Consultant during an earlier phase of work. If the Consultant discovers that likely construction costs have increased from the 90% opinion of cost, the Consultant will make suggestions on how to bring the project back within budget.

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

Deliverables (for all Task 14 subtasks):

- Completed comment log for the 90% Plans and Opinion of Cost submitted electronically in PDF format.
- 100% plans (half-size; stamped and signed), project manual, including specifications (stamped and signed), and opinion of cost estimate submitted electronically in PDF format. These materials will be submitted to Builders Exchange by the City for construction advertisement.

Task 15 – Right-of-Way Acquisition (Commonstreet)

Commonstreet, as a Subconsultant to the Consultant (Perteet), will support the survey and construction activities through the following right-of-way related tasks:

- Obtaining rights of entry.
- Conducting appraisals and review appraisals for fee simple acquisition.
- Negotiating licenses to construct or temporary construction easement (TCE) agreements.

All right-of-way acquisition services will be conducted in accordance with the Uniform Relocation Act, its policies and procedures; the Washington Administrative Code; the Code of Federal Regulations; WSDOT's Right of Way Procedures Manual, M26-01.18, and WSDOT's Local Agency Guideline LAG M36-63.34.

15.1 Project Management

15.1.1 Coordination

The Consultant will provide overall coordination for right-of-way activities; maintain records, files, documents, and reports. The parcels for which right-of-way activities may be needed are highlighted in yellow in Figure 2.



Figure 2. Potential Right-of-Way Parcels.

15.1.2 Monthly Project Meetings

The Consultant will attend monthly project status meetings as requested, up to a maximum of eight (8) meetings.

Assumptions:

- The City and Perteet will provide parcel sites and other parcel information, right-of-way plans, and legal descriptions.
- The Consultant will be the point-of-contact for property.
- Real estate legal services will be provided by City of Redmond legal staff.

Deliverables:

- Monthly written status reports and invoices

15.2 Rights of Entry

Commonstreet will negotiate rights of entry with up to six (6) adjacent property owners so that survey, drainage system evaluations, and potentially geotechnical explorations can be completed. These rights of entry will be secured before survey or geotechnical exploration activities begin. Negotiations may include up to two (2) meetings with each parcel owner, for a total of up to twelve (12) meetings.

Deliverables:

- Right-of-way activities log in Microsoft Excel format
- Completed rights of entry for all necessary parcels in PDF format

15.3 Pre-Negotiation Services

15.3.1 Document Review/Title Clearance

The Consultant will review Title Commitment Reports, Right-of-Way Plans, Legal Descriptions, and Exhibits. Consultant will research title encumbrances for up to one (1) fee acquisition, prepare a Memorandum of Title identifying all recommended title clearing actions and coordinate clearing of all title encumbrances determined necessary by City.

Deliverables:

- Memorandum of Title for up to one (1) Fee Acquisition

15.3.2 Obligation Funds and WSDOT Authorization for R/W Acquisitions

The Consultant will prepare a project funding estimate in accordance with the rules of WSDOT's Right-of-Way Procedures Manual, M26-01.18, and LAG Chapter 25.4 Project Funding Estimate (PFE) for WSDOT's review and approval for up to six (6) parcels that are illustrated in Figure 2.

Assumptions:

- Right-of-way plans and legal descriptions are included in other tasks included in this scope of services. The Consultant will be the point-of-contact for property owners.
- Real estate legal services will be provided by City of Redmond legal staff.

15.4 Appraisals

Commonstreet will coordinate services for the preparation of appraisals for up to one (1) fee simple acquisition and up to five (5) temporary construction easements (TCEs). Appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

15.5 Review Appraisals

Commonstreet will coordinate services for the preparation of review appraisals for up to one (1) fee simple acquisition and up to five (5) TCEs. Review appraisals will be managed by Commonstreet, utilizing their WSDOT-approved, partnering subconsultant appraisal firm, in accordance with the WSDOT Right-of-Way Manual.

15.6 Negotiations

Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five Commonstreet will conduct negotiations for up to one (1) fee simple acquisition and up to five (5) TCEs. Negotiations will be conducted by Commonstreet in accordance with the WSDOT Right-of-Way Manual. After completion of negotiations, Commonstreet will assist City in property owner payments and will facilitate the recording of

conveyance documents with the County Assessor. Once documents are recorded, Commonstreet will complete a Quality Control Review of all acquisition files and submit to City in physical and electronic copies.

15.7 Negotiations Support (by design team)

The design engineering team will provide support to Commonstreet and the City during negotiations with property owners. This support will include up to six (6) meetings with property owners, and preparation of informal informational exhibits (one for each parcel) and materials to be used by the appraiser, project team, and property owners. The budget assigned for this work element will be limited to the amount designated for this work element.

Exclusions:

- The actual filing of condemnation and subsequent litigation.
- Closing costs such as recording fees, escrow services, title insurance fees, title reports, transfer taxes, etc., penalty costs for pre-payments; costs of a pre-existing mortgage; the pro rate share of real property taxes paid subsequent to vesting title to the City. These costs will be paid directly by the City.
- Continued negotiation services during condemnation or work associated in preparing and/or obtaining possession and use agreements.
- Legal descriptions (prepared by others).

Task 16 – Maximum Extent Feasible (MEF) Documentation

16.1 Coordination with WSDOT

The Consultant will coordinate with WSDOT regarding acceptance and the determination of compliancy of pedestrian facilities. This includes up to two (2) site visits with WSDOT, phone calls, and e-mail coordination.

The Consultant will also coordinate with WSDOT regarding a courtesy review of the MEF documentation, and regarding pedestrian facility design questions from WSDOT.

Deliverables:

- WSDOT concurrence regarding curb ramp and pedestrian signal design

16.2 Design MEF Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, an MEF document must be prepared as part of the project documentation. The Consultant will prepare a designed conditions MEF document for the project. Justification will be provided as part of the documentation.

Work Elements:

The Consultant will prepare design MEF documentation for the City's documentation. The MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.

- Design Standards – this will be a general statement identifying the guidelines/manuals used and the criteria to be met for pedestrian facilities.
- Summary of Facilities and Evaluation – this will be a short summary of the facilities that will be evaluated, including a general statement that the project design was intended to be compliant, then identifying specific elements that are non-compliant and a justification for the reason(s) why.
- Summary of proposed design and compliancy for curb ramps, pedestrian crossings, driveways, sidewalks, and pedestrian signals, as applicable.
- The Consultant will provide a draft MEF document for the City to review. The Consultant will incorporate the review comments into a final MEF document.

This task provides for the preparation of the design MEF document, which will reflect the Consultant's designed improvements, and will be provided to the City. Upon completion of construction, it is recommended that the design MEF document be modified to reflect the constructed improvements as the constructed MEF document. This Scope of Services does not include work to revise the design MEF document and produce the constructed MEF document.

Assumptions:

- The Revised Draft Guidelines for Accessible Public Rights-of-Way (2011 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliancy" for each ramp, as necessary.

Deliverables:

- One (1) electronic copy of the Draft MEF Document in PDF format
- One (1) electronic copy of the Final MEF Document in PDF format

Task 17 – QA/QC Program

The Consultant will conduct an internal quality assurance program prior to all submittals. Documentation will be submitted to the City for major submittals, which are defined as the project basemapping, draft and final Technical Reports, as well as the 30%/60%/90%/100% engineering submittals. This task will supplement the continuous quality assurance program by conducting a detailed review of each major submittal for compliance with project criteria and consistency with the project goals.

Deliverables:

- Markups of major submittal quality control reviews submitted electronically with each major submittal. One (1) quality control review document will be submitted for each of the following:
 - Project Basemap
 - 30% Preliminary Engineering Submittal (Plans and Opinion of Cost Estimate)
 - Draft Stormwater Report

- Final Stormwater Report
- 60% Final Engineering Submittal (Plans and Opinion of Cost Estimate)
- 90% Final Engineering Submittal (Plans, Project Manual, and Opinion of Cost Estimate)

Task 18 – Bid Support

The Consultant will support the City during the bidding phase of the project. The Consultant will respond to requests for clarifications and prepare Addendums. The budget assigned for this work element will be limited to the amount designated for this work element.

18.1 Provide Bid Clarifications

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

18.2 Addenda

The Consultant will assist the City with preparing materials to be included with up to three (3) Addenda, as required.

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.
- The City will produce bid sets.
- The City will review bid tabulations against the opinion of cost (engineer's estimate).
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Materials to be included with addenda, as requested, for up to three (3) Addenda

18.3 Conformed Construction Documents

The Consultant will modify the original bid documents to include any addendums and then reissue both the Contract Plans and Contract Provisions as a set of Conformed Construction Documents for use during construction. Also included in the Conformed Construction Documents will be copies of the bid proposal for the Contractor who is awarded the project.

Deliverables:

- Five (5) copies of the Conformed Construction Plans (half-size) and Conformed Project Manual submitted in hard copy form and delivered by US Mail to the City. One (1) hard copy original of the Conformed Construction plans (full-size) and Conformed Project Manual for reproduction by the City for construction purposes, delivered by US Mail to the City.

Task 19 – Management Reserve

Additional services may be performed by the Consultant at the request of the City, but only after written authorization has been given by the City defining the Scope of Services to be performed.

Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services from the available Management Reserve funds. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract. These additional services may include, but are not limited to, additional project coordination, additional public involvement, additional design analysis, additional environmental documentation or permits, and additional right-of-way services.

Items to be furnished by the City

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

1. Copies of all previous studies and environmental documentation of the project.
2. Copies of plans, profiles, cross sections, field topographic survey notes or documents available to the City that will aid in the preparation of the plans and studies within the limits of the project.
3. Existing traffic counts since 2015 in the study area, including turning movement counts, daily/hourly volume or speed counts, and truck counts.
4. Current City Synchro models for AM and PM peak hours.
5. Output from the City's Traffic Demand Model for the base and forecast 2035 years (AM and PM peak hours).
6. As-built information of existing plans.
7. Digital orthophotography with datum statement and survey control points used.
8. Property title reports to define existing right-of-way within the project limits.
9. Meeting rooms for public meetings.
10. The City will be responsible for the printing, postage, and mailing of information to the community.
11. The City will provide relevant local land use and zoning documents.
12. The City will provide relevant digital maps available through the City's GIS, including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, 5) utilities, and 6) other maps as applicable.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. AASHTO 2018, "A Policy of Geometric Design of Highways and Streets."
2. WSDOT, "Standard Specifications for Road and Bridge Construction."
3. WSDOT, "Design Manual."
4. WSDOT, "Materials Laboratory Outline."
5. WSDOT, "Construction Manual."
6. WSDOT, "Local Agency Guidelines."
7. Highway Research Board's Manual entitled "Highway Capacity."
8. FHWA and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways."
9. Standard drawings prepared by City of Redmond and furnished to the Consultant will be used as a guide in all cases where they fit design conditions and where no City of Redmond standard drawings are applicable; WSDOT Standard Plans will be used as a default.
10. AASHTO "Guide for the Development of Bicycle Facilities."
11. AASHTO 1993 "Guide for the Design of Pavement Structures."
12. City of Seattle Right-of-Way Improvements Manual (for pavement design criteria only).
13. WSDOT Highway Runoff Manual.
14. WSDOT Hydraulics Manual.
15. City of Redmond Stormwater Technical Notebook.
16. City of Redmond Municipal Code.
17. City of Redmond Bicycle Design Manual.

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

Exhibit B

DBE Participation Plan

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

Firm Name, Certification Numbers	Role on Perteeet Team	Anticipated % Commitment
1 Alliance Geomatics, LLC SBE, UDBE, DBE – D4M0022928, MBE – M4M0022928	Land surveying, R/W plan preparation	10%
HWA GeoSciences, Inc. UDBE, SBE, DBE – D5F0024692, MWBE – M5F0024692	Geotechnical services, hazardous material screening	12%
Michael Minor & Associates, Inc. SBE, DBE – DM0016853 MBE – M3M0016853	Noise, air and vibration consulting	2%

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D, fee determination

Exhibit D - Consultant Fee Determination Summary



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

Project: Redmond NE 70th St: Red Way to 180th Ave

Client: City of Redmond

Hourly Costs			
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	236	\$327.79	\$77,358
Sr. Associate	26	\$244.52	\$6,358
Sr. Associate	107	\$249.57	\$26,704
Sr. Engineer / Mgr	490	\$181.72	\$89,045
Lead Engineer / Mgr	210	\$155.14	\$32,579
Engineer II	80	\$116.89	\$9,351
Engineer II	60	\$117.87	\$7,072
Engineer II	938	\$120.33	\$112,870
Lead Technician/Designer	620	\$126.06	\$78,158
Lead Technician/Designer	32	\$161.88	\$5,180
Lead Planner/Manager	8	\$145.71	\$1,166
Planner II	78	\$145.02	\$11,311
Construction Supervisor	20	\$251.27	\$5,025
Accountant	24	\$149.57	\$3,590
Clerical	20	\$103.14	\$2,063
Cultural Resources Specialist II	30	\$119.74	\$3,592
Total Hourly Costs	2,979		\$471,422.00

Reimbursables	
<u>Expenses</u>	<u>Amount</u>
Reproduction - Reimbursed	\$550
Total Expenses	\$550.00

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.585	1,200	\$0.585	\$695
Total In-House Costs			\$695.00

Subconsultants			
<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
1 Alliance Geomatics, LLC	\$70,086.00	1.00	\$70,086
Commonstreet Consulting	\$72,112.00	1.00	\$72,112
HWA GeoSciences Inc	\$81,644.00	1.00	\$81,644
Michael Minor & Associates, Inc.	\$13,678.00	1.00	\$13,678
Total Subconsultant Costs	\$237,520.00		\$237,520.00

Management Reserve	
Management Reserve	\$48,000

Contract Total	\$758,187.00
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Prepared By: Peter G De Boldt

Date: April 26, 2022

Exhibit D-1
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164

Position Classification	Max Direct Salary Rate	Overhead @ 196.48%	Profit @ 31.00%	Max Rate Per Hour
Principal	\$100.11	\$196.70	\$31.03	\$327.84
Sr. Associate	\$84.98	\$166.97	\$26.34	\$278.29
Sr. Engineer/Sr. Project Manager	\$68.00	\$133.61	\$21.08	\$222.69
Lead Engineer/Manager	\$53.55	\$105.22	\$16.60	\$175.37
Engineer 3	\$44.50	\$87.43	\$13.80	\$145.73
Engineer 2	\$39.38	\$77.37	\$12.21	\$128.96
Engineer 1	\$36.75	\$72.21	\$11.39	\$120.36
Lead Technician/Designer	\$53.56	\$105.23	\$16.60	\$175.40
Technician 3	\$35.00	\$68.77	\$10.85	\$114.63
Technician 2	\$30.00	\$58.94	\$9.30	\$98.25
Technician 1	\$23.00	\$45.19	\$7.13	\$75.33
Sr. Construction Technician	\$43.78	\$86.02	\$13.57	\$143.38
Construction Technician 3	\$40.00	\$78.59	\$12.40	\$131.00
Construction Technician 2	\$36.75	\$72.21	\$11.39	\$120.36
Construction Technician 1	\$30.00	\$58.94	\$9.30	\$98.25
Sr. Planner	\$72.00	\$141.47	\$22.32	\$235.80
Lead Planner	\$45.84	\$90.07	\$14.21	\$150.13
Planner 3	\$45.00	\$88.42	\$13.95	\$147.38
Planner 2	\$44.29	\$87.02	\$13.73	\$145.05
Planner 1	\$30.00	\$58.94	\$9.30	\$98.25
Lead Environmental Scientist	\$55.00	\$108.06	\$17.05	\$180.12
Construction Supervisor	\$76.74	\$150.78	\$23.79	\$251.32
Construction Manager	\$51.50	\$101.19	\$15.97	\$168.67
Construction Engineer 3	\$44.50	\$87.43	\$13.80	\$145.74
Construction Engineer 2	\$38.58	\$75.80	\$11.96	\$126.35
Construction Engineer 1	\$36.75	\$72.21	\$11.39	\$120.36
Sr. Construction Observer	\$57.75	\$113.47	\$17.90	\$189.13
Construction Observer 3	\$38.58	\$75.80	\$11.96	\$126.35
Controller	\$57.75	\$113.47	\$17.90	\$189.13
Contract Administrator	\$66.38	\$130.42	\$20.58	\$217.39
Accountant	\$45.68	\$89.75	\$14.16	\$149.60
Clerical	\$27.83	\$54.68	\$8.63	\$91.15
Cultural Resources Specialist 2	\$37.00	\$72.70	\$11.47	\$121.18

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

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

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

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT. Subconsultants utilized under this agreement include:

- * 1 Alliance Geomatics, LLC - Exhibit E-1
- * Commonstreet Consulting - Exhibit E-2
- * HWA Geosciences, Inc. - Exhibit E-3
- * Michael Minor & Associates, Inc. - Exhibit E-4

Exhibit E-1 Subconsultant Fee Determination - 1 Alliance Geomatics, LLC

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate ¹	Hours	Total Cost
		109.19%	30.00%			
Project Surveyor	\$98.00	\$107.01	\$29.40	\$234.41	15	\$3,516.09
Sr. Project Manager and Project Manager	\$69.00	\$75.34	\$20.70	\$165.04	34	\$5,611.40
Project Surveyor & QA/QC	\$51.50	\$56.23	\$15.45	\$123.18	160	\$19,709.26
Assistant Project Manager	\$50.00	\$54.60	\$15.00	\$119.60	4	\$478.38
Tech 4 & 5	\$47.70	\$52.08	\$14.31	\$114.09	198	\$22,590.54
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.95	\$87.30	80	\$6,984.35
Administrative Assistant	\$31.00	\$33.85	\$9.30	\$74.15	6	\$444.89
Total of Direct Salary Costs²						\$59,335.00

DIRECT NON-SALARY COSTS:

a.	Travel & Per Diem ³	\$94
b.	Traffic Control	\$1,330
c.	UG Utility Locates	\$6,300
d.	Communication	\$0
e.	Sampling and Testing	\$0
f.	Subconsultants ⁴	\$0
g.	Other (3D Laser Scanner)	\$3,027

Total of Direct Non-Salary **\$10,751**
GRAND TOTAL² **\$70,086**

¹ **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

² Rounded to the closest whole dollar

³ **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

⁴ Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

Exhibit E-1A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: 1 Alliance Geomatics, LLC

Position Classification	Max Direct Salary Rate	Overhead @ 109.19%	Profit @ 30.00%	Max Rate Per Hour
Principal Surveyor	\$98.00	\$107.01	\$29.40	\$234.41
Sr. Project Manager and Project Manager	\$69.00	\$75.34	\$20.70	\$165.04
Project Surveyor & QA/QC	\$51.50	\$56.23	\$15.45	\$123.18
Assistant Project Manager	\$50.00	\$54.60	\$15.00	\$119.60
Tech 4 & 5	\$47.70	\$52.08	\$14.31	\$114.09
Tech 1, 2 & 3	\$36.50	\$39.85	\$10.95	\$87.30
Administrative Assistant	\$31.00	\$33.85	\$9.30	\$74.16
Classification Title	\$0.00	\$0.00	\$0.00	\$0.01
Classification Title	\$0.00	\$0.00	\$0.00	\$0.00

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

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

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

Exhibit E-2 Subconsultant Fee Determination - Commonstreet Consulting

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate ¹	Hours	Total Cost
		93.11%	30.00%			
Principal/Senior Advisor	\$100.00	\$93.11	\$30.00	\$223.11	12	\$2,677.32
Senior Project Manager	\$81.03	\$75.45	\$24.31	\$180.79	70	\$12,655.02
Project Manager	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00
Senior Right of Way Agent	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Right of Way Agent	\$28.00	\$26.07	\$8.40	\$62.47	271	\$16,929.59
Senior Project Control Specialist	\$41.16					
		\$38.32	\$12.35	\$91.83	55	\$5,050.76
Project Control Specialist	\$37.50	\$34.92	\$11.25	\$83.67	35	\$2,928.32
Total of Direct Salary Costs²						\$40,241.00

Travel & Per Diem ³	\$281
Reproduction Expenses	\$0
Computer Expenses	\$0
Communication	\$0
Sampling and Testing	\$0
Subconsultants ⁴	\$31,500
Other (Postage)	\$90

Total of Direct Non-Salary Costs² \$31,871
GRAND TOTAL² \$72,112

¹ **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

² Rounded to the closest whole dollar

³ **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

⁴ Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

Exhibit E-2A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: Commonstreet Consulting, LLC

Position Classification	Max Direct Salary Rate	Overhead @ 93.11%	Profit @ 30.00%	Max Rate Per Hour
Principal/Senior Advisor	\$100.00	\$93.11	\$30.00	\$223.11
Senior Project Manager	\$100.00	\$93.11	\$30.00	\$223.11
Project Manager	\$70.68	\$65.81	\$21.20	\$157.69
Senior Right of Way Agent	\$67.31	\$62.67	\$20.19	\$150.17
Right of Way Agent	\$60.12	\$55.98	\$18.04	\$134.14
Senior Project Control Specialist	\$75.81	\$70.59	\$22.74	\$169.14
Project Control Specialist	\$37.86	\$35.25	\$11.36	\$84.48

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

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

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

Exhibit E-3 Subconsultant Fee Determination - HWA Geosciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate ¹	Hours	Total Cost
		163.90%	30.00%			
Principal XI	\$88.00	\$144.23	\$26.40	\$258.63	8	\$2,069.06
Geologist VIII	\$76.00	\$124.56	\$22.80	\$223.36	4	\$893.46
Geotechnical Engr. VIII	\$81.00	\$132.76	\$24.30	\$238.06	33.5	\$7,974.98
Geotechnical Engr. V	\$53.00	\$86.87	\$15.90	\$155.77	64.5	\$10,046.97
Geotechnical Engr. I	\$36.25	\$59.41	\$10.88	\$106.54	32	\$3,409.24
Geologist IV	\$47.00	\$77.03	\$14.10	\$138.13	70	\$9,669.31
Geologist II	\$30.00	\$49.17	\$9.00	\$88.17	99	\$8,728.83
Admin Support	\$30.00	\$49.17	\$9.00	\$88.17	4.5	\$396.77
Contracts Admin	\$41.00	\$67.20	\$12.30	\$120.50	7	\$843.49
CAD	\$31.00	\$50.81	\$9.30	\$91.11	16	\$1,457.74
Total of Direct Salary Costs²						\$45,490.00

Travel & Per Diem ³	\$180
Datalogger Transducer Rental	\$800
Private Utility Locator	\$500
Phase 1 Traffic Control	\$500
Phase 1 Driller	\$6,000
Phase 2 Traffic Control	\$500
Phase 2 Equipment Rental	\$800
Phase 2 PIT contracotr	\$8,000
Database Sub	\$750
Ecology File Review	\$300
Lab Testing	\$3,500

Total of Direct Non-Salary Costs² \$21,830
GRAND TOTAL² \$67,320

¹ **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

² Rounded to the closest whole dollar

³ **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

⁴ Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

Exhibit E-3 (Optional Services) Subconsultant Fee Determination - HWA GeoSciences, Inc.

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate ¹	Hours	Total Cost
		163.90%	30.00%			
Geotechnical Engr. VIII	\$81.00	\$132.76	\$24.30	\$238.06	11	\$2,618.65
Geotechnical Engr. V	\$53.00	\$86.87	\$15.90	\$155.77	22	\$3,426.87
Geotechnical Engr. I	\$36.25	\$59.41	\$10.88	\$106.54	20	\$2,130.78
Geologist II	\$30.00	\$49.17	\$9.00	\$88.17	34	\$2,997.78
Total of Direct Salary Costs²						\$11,174.00

Travel & Per Diem ³	\$100
Datalogger Transducer Rental	\$0
Private Utility Locator	\$500
Traffic Control	\$500
Equipment Rental	\$800
Lab Testing	\$1,250

Total of Direct Non-Salary Costs² \$3,150
GRAND TOTAL² \$14,324

¹ **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement

² Rounded to the closest whole dollar

³ **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).

⁴ Attach Estimate **of Consultant Costs and Estimated Hours** sheet for each sub consultant.

Exhibit E-3A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: HWA GeoSciences

Position Classification	Max Direct Salary Rate	Overhead @ 163.90%	Profit @ 30.00%	Max Rate Per Hour
Administrative Support	\$30.00	\$49.17	\$9.00	\$88.18
CAD	\$38.00	\$62.28	\$11.40	\$111.69
Contracts Administrator	\$41.00	\$67.20	\$12.30	\$120.51
Geologist I	\$28.00	\$45.89	\$8.40	\$82.30
Geologist II	\$34.00	\$55.73	\$10.20	\$99.94
Geologist III	\$38.00	\$62.28	\$11.40	\$111.69
Geologist IV	\$45.00	\$73.76	\$13.50	\$132.27
Geologist V	\$50.00	\$81.95	\$15.00	\$146.96
Geologist VI	\$55.00	\$90.15	\$16.50	\$161.66
Geologist VII	\$63.50	\$104.08	\$19.05	\$186.64
Geologist VIII	\$76.00	\$124.56	\$22.80	\$223.37
Geotechnical Engineer I	\$38.00	\$62.28	\$11.40	\$111.69
Geotechnical Engineer II	\$42.00	\$68.84	\$12.60	\$123.45
Geotechnical Engineer III	\$46.75	\$76.62	\$14.03	\$137.41
Geotechnical Engineer IV	\$50.25	\$82.36	\$15.08	\$147.70
Geotechnical Engineer V	\$55.00	\$90.15	\$16.50	\$161.66
Geotechnical Engineer VI	\$70.00	\$114.73	\$21.00	\$205.74
Geotechnical Engineer VII	\$78.00	\$127.84	\$23.40	\$229.25
Geotechnical Engineer VIII	\$81.00	\$132.76	\$24.30	\$238.07
Hydrogeologist VI	\$40.00	\$65.56	\$12.00	\$117.57
Lab/Field Technician I	\$22.00	\$36.06	\$6.60	\$64.67
Lab/Field Technician II	\$24.50	\$40.16	\$7.35	\$72.02
Lab/Field Technician III	\$27.00	\$44.25	\$8.10	\$79.36
Lab/Field Technician IV	\$35.00	\$57.37	\$10.50	\$102.88
Lab/Field Technician V	\$45.00	\$73.76	\$13.50	\$132.27
Principal IX	\$97.50	\$159.80	\$29.25	\$286.56

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

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

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

Exhibit E-4 Subconsultant Fee Determination - Michael Minor & Associates

Classification/Title	Raw Hourly Rate	Overhead @	Fee @	All Inclusive Hourly Rate ¹	Hours	Total Cost
		110.00%	30.00%			
Principal	\$65.00	\$71.50	\$19.50	\$156.00	32	\$4,992.00
Traffic Noise Analyst	\$35.00	\$38.50	\$10.50	\$84.00	96	\$8,064.00
Total of Direct Salary Costs²						\$13,056.00

Travel & Per Diem ³	\$622
Reproduction Expenses	\$0
Computer Expenses	\$0
Communication	\$0
Sampling and Testing	\$0
Subconsultants ⁴	\$0
Other ()	\$0

Total of Direct Non-Salary Costs² \$622
GRAND TOTAL² \$13,678

- ¹ **ALL INCLUSIVE HOURLY RATE** includes base labor, fringe benefits, overhead and fee for profit. Consultant shall bill for sub consultant work on this Agreement only at the rates provided herein with no additional mark-up. Changes to sub consultant rates billed by the Consultant shall be by Amendment and in accordance with this Agreement
- ² Rounded to the closest whole dollar
- ³ **Mileage** paid at the current standard mileage rate established by the Internal Revenue Service (IRS).
- ⁴ Attach Estimate of Consultant Costs and Estimated Hours sheet for each sub consultant.

Exhibit E-4A
Subconsultant Cost Computations
City of Redmond NE 70th Street: Redmond Way to 180th Avenue
Fee Schedule

Prime Consultant: Perteet, Inc. 20210164
Subconsultant: Michael Minor & Associates

Position Classification	Max Direct Salary Rate	Overhead @ 110.00%	Profit @ 30.00%	Max Rate Per Hour
Principal	\$65.00	\$71.50	\$19.50	\$156.00
Traffic Analyst	\$35.00	\$38.50	\$10.50	\$84.00

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

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the duly authorized representative of the firm of Perteet, Inc.

whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201

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 City of Redmond

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.

Perteet, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit