

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"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

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

If to CONSULTANT:

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

***Exhibit A
Scope of Work***

Project No.

See attached Scope of Work

156th Ave NE Shared Use Path Project #2415 Scope of Services

Project Description

The Consultant team will design a shared use path on the east side of 156th Ave NE from the 4300 Block of 156th Ave NE north to NE 51st Street. The project will generally remove the existing sidewalk and street tree wells and construct improvements behind the existing curbline. Preferred dimensions will be a 5' planter/landscape buffer and 12' concrete path utilizing an existing easement except for the northern few properties where the easement does not exist. Retaining walls will be necessary on approximately 1200 linear feet of the project length. The team will consider curb line changes and narrowing existing roadway channelization near NE 51st Street to construct as large of a shared use path as will fit in the Right of Way. PSE transmission poles will remain in place, but communications pedestals and PSE above ground cabinets will be relocated as feasible. The project will include improvements at traffic signals to support wider curb ramps, adjust pedestrian push buttons and include protection of existing City street luminaires near the intersections, replacement of PSE owned luminaires along the corridor, and the addition of supplemental illumination as needed to meet light levels. The existing stormwater system along the street curb is expected to remain in place, with the exception of stormwater reconstruction near NE 51st Street to re-route drainage to an existing 24" SD and abandon some existing pipes. If the 156th curb line shifts near NE 51st street, any existing curb CB's would also need to be reconstructed. The project will address all required minimum requirements of the stormwater manual, flow control may be needed to mitigate the new impervious trail area. No permanent fee acquisition is anticipated but permanent wall maintenance easements and temporary construction easements may be required, as well as rights of entry for survey and geotechnical explorations.

The Consultant will prepare design reports, plans, specifications, estimates and permits. Consultant services will include overall project management, survey, geotechnical, civil engineering, structural engineering, traffic engineering, landscaping, environmental permitting, and support for community outreach.

The project team will meet the DBE goal of 19%.

Owner	City of Redmond
Prime Consultant	KPFF
Survey	KPFF
Geotechnical Engineer	HWA (DBE)
Environmental Permitting	GeoEngineers
Cultural Resources	CRC (DBE)
Civil Engineer	KPFF
Structural Engineer	KPFF
Traffic Signals	Concord (DBE)
Striping/Signage	Iverson Mobility Solutions
Landscape Architect	HBB Landscape Architecture (DBE)
Right of Way	RES (DBE)

Design Standards and References

The following design standards and references are to be followed during the development of the project:

- City of Redmond Design Standard Specifications and Details
- DOE Stormwater Management Manual for Western Washington, 2019.
- City of Redmond Stormwater Technical Notebook, 2022
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- American Association of State and Highway Transportation Officials (AASHTO)
- Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG)
- WSDOT Local Agency Guidelines (LAG Manual)
- WSDOT Standard Plans
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and the APWA and City of Redmond General Special Provisions
- WSDOT Bridge Design Manual

The Consultant shall prepare all drawings using AutoCAD (version 2023) and comply with the City of Redmond Record Drawing Requirements. Any corridor or piping modeling will be done with Civil 3D. Project schedules shall be prepared using Microsoft Project, spreadsheets in Microsoft Excel and text documents in Microsoft Word.

Plans will typically be completed at a 1"=20' scale unless enlargements are needed such as wall plans, curb ramps or traffic signals. Traffic Control plans will be at 1"=50' or 60'. Full-sized plan sheets will be provided at 22"x34", and half-sized plan sheets will be provided at 11"x17".

City of Redmond will provide:

- Record drawings and/or design documents from past related projects.
- Permitting/plans coordination with Onyx Apartments as it becomes available.
- Available Utility and GIS data.

Task 1 – Project Management and Administration

- 1.1 Provide project coordination and administration through the project, including preparation of monthly progress reports indicating milestones and deliverable status and invoices showing staff time and expenses. Team will follow all federal aid requirements.
- 1.2 Attend the following project meetings:
 - Project kickoff meeting, team coordination meetings.
 - Regular bi-weekly PM Meetings via Teams with the City.
 - Coordinate/Compile responses to review comments and resolution meetings as needed.
- 1.3 Coordinate activities of sub-consultants.
- 1.4 Develop an overall project schedule by task for City review. Provide monthly updates to schedule as needed as design progresses.

Deliverables:

- Monthly Progress Reports, Invoices, DBE reporting
- Meeting Agenda's and Meeting Notes (Anticipated 36 PM meetings-approximately 30 min each)
- Project Schedule with monthly updates

Task 2 –Topographic Survey and Mapping / Temporary Construction Easements

- 2.1 Manage survey field crews and coordinate field survey work.
- 2.2 Perform full topographic survey of the east curb line of 156th to the toe of slope as shown in Figure#1. Obtain services of a private utility locator for underground utility locates and request locates through one-call service for all City-owned utilities.
- 2.3 Survey horizontal and vertical location and invert elevations as needed for all underground and overhead utilities, signal and luminaire poles, and all junction boxes within survey limits and within area of stormwater work at the intersection of 156th and 51st.
- 2.4 Survey shall include location, species, diameter at breast height (DBH), and diameter of drip line for all trees within survey limits.
- 2.5 Develop project survey basemap, include 2D linework of the half street channelization through this corridor for reference in the survey basemap. Download and analyze field control data and build boundary and right-of-way basemap. Obtain Title reports of the five parcels along this corridor.
- 2.6 Perform QA/QC of survey basemap.
- 2.7 Prepare exhibits and legal descriptions of up to 5 Temporary Construction Easements and 3 Wall Maintenance Easements to meet standards for WSDOT right-of-way certification.

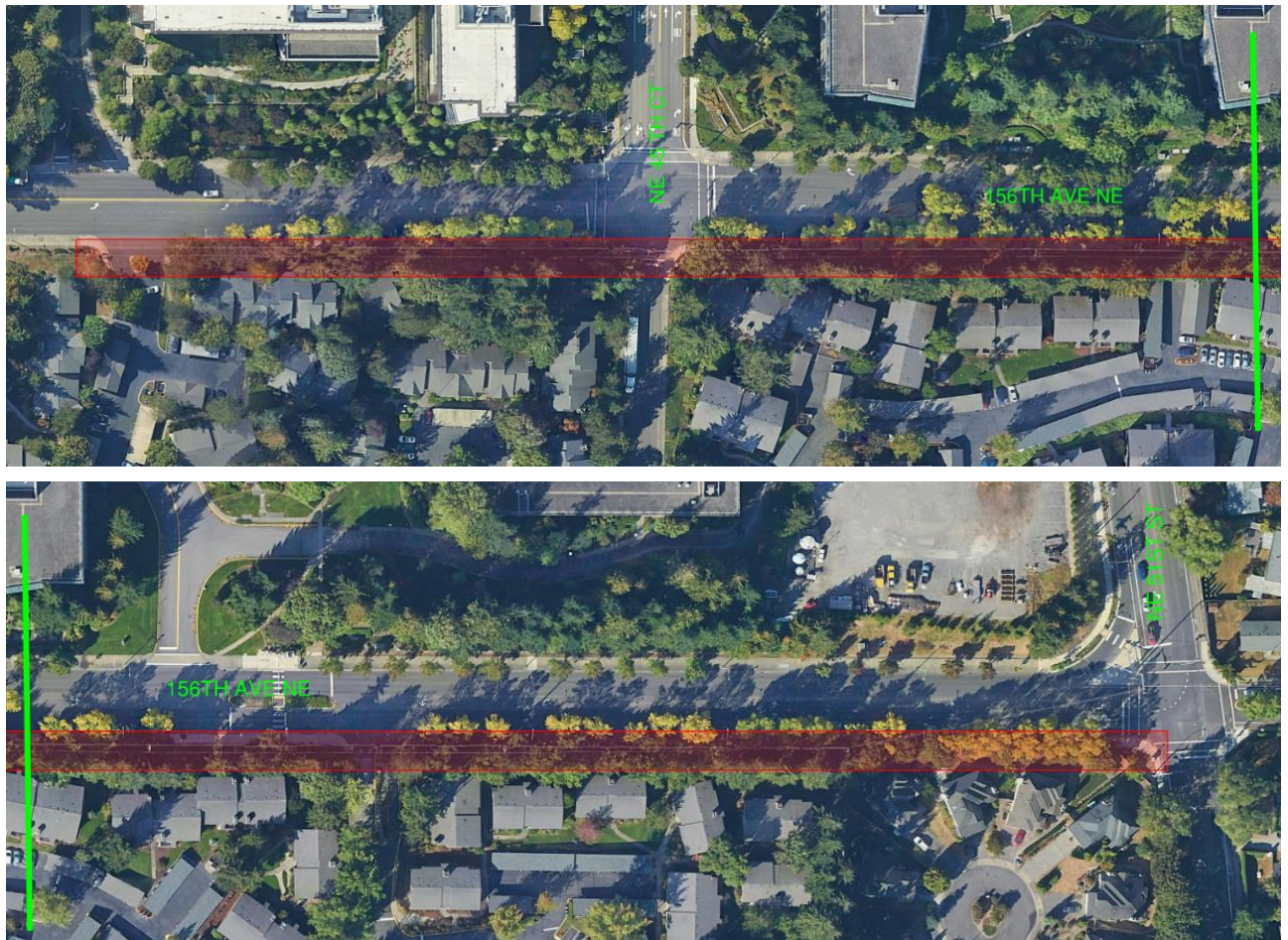
Assumptions:

- The Consultant Team will work with the City to obtain necessary rights of entry for private properties along the project area requiring access for survey as outlined in Task 10.
- Datum control surveys will provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/11) horizontal datum; and North American Vertical Datum (NAVD 88).

Deliverables:

- Composite survey base-map in AutoCAD Civil 3D 2023 .dwg format.

Figure #1 – Topographic Survey Limits in Red



Task 3 – Geotechnical Engineering Services

3.1 Geotechnical support will be provided by HWA GeoSciences. Geotechnical Project Management, Project Meetings, and Document Review:

- **Project Setup, Invoice Generation, and Processing:** The Consultant will prepare monthly invoices and progress reports for the duration of the design phase of the project.
- **Attend Project Kickoff Meeting:** The Consultant will participate in one (1) project kick off meeting with the Agency and the design team. This meeting will review project objectives, communication protocols, and schedule. We assume this meeting will be virtual.
- **Geotechnical Task Management:** The Consultant will provide task management for geotechnical related aspects of the project and will correspond with the Agency and the design team in the form of meetings, emails, and telephone calls, as necessary.

3.2 Geotechnical Explorations:

- **Collect and Review Available Geotechnical Data:** The Consultant will review readily available geotechnical information along the project corridor. This review will include online geotechnical databases, geologic maps, and the Consultants internal library.
- **Perform Geotechnical Site Reconnaissance:** The Consultant 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. Additionally, during the reconnaissance we will observe the conditions of the existing slopes, walls, and rockeries within the area of proposed improvements.
- **Plan Geotechnical Field Exploration Program:** The Consultant will plan and coordinate a geotechnical exploration program for the project. This exploration program will consist of a series of borings to provide data for design of the proposed improvements.
- **Conduct Utility Locates:** The Consultant will mark the proposed exploration locations and arrange for utility locates using the utility Notification Center. The Consultant will make additional site visits to verify that the proposed locations of the borings are marked as being clear of utilities prior to mobilizing drilling equipment.
- **Generate Geotechnical Subsurface Exploration Plan (SEP):** The Consultant will prepare a SEP the proposed exploration program. The SEP will be submitted to the design team and the Agency for review and approval. The work plan will detail the type, location, and extent of the 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 permitting that may be necessary to access the exploration locations. The Consultant will prepare and submit the Right of Way use permit, including preparation of traffic control plans. The Agency waives any permit fees.
- **Conduct Geotechnical Explorations:** The Consultant will conduct five (5) geotechnical borings along the project corridor to assess the subsurface soil and groundwater conditions along the alignment. The borings will be drilled to depths between 30 to 40 feet below the ground surface. Assumes up to three days required due to limited working hours from 9 am to 3 pm. The geotechnical borings will be logged by an HWA representative. Additional field explorations might be required at a later phase once retaining wall locations are defined. A monitoring well will be installed in one boring to monitor stabilized groundwater conditions following drilling.
- **Generate Boring Logs and Assign Laboratory Testing:** The Consultant will prepare summary boring logs and perform laboratory testing to evaluate the relevant physical properties of the site soils. Laboratory testing will include moisture content, grain-size distribution, and Atterberg Limits depending on the soil conditions.
- **Groundwater Monitoring:** Provided groundwater is encountered in the explorations completed for the project, the consultant will perform groundwater monitoring in one groundwater monitoring well over the duration of one year and interpret the results of the monitoring. This will include installing transducers in the well to obtain readings at intervals of about once every hour. It is anticipated that a temporary lane closure would be needed to obtain the groundwater reading.

3.3 Geotechnical Design Services:

- **Evaluate Field and Laboratory Data:** Based on the borings and the laboratory test results on selected samples, the Consultant will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- **Determine AASHTO Design Acceleration Coefficient:** The consultant will use the default seismic site class to assess the design seismic acceleration coefficient needed for

wall design and liquefaction assessment in accordance with the 3rd Edition of the AASHTO Guide Specifications for LRFD Seismic Bridge Design.

- **Evaluate Liquefaction Potential:** The Consultant will evaluate the susceptibility of the subsurface soils to liquefaction along the corridor and assess the potential impacts to the proposed improvements. If significant measures are needed to address liquefaction mitigation, additional effort will be required.
- **Develop Retaining Wall Recommendations:** The Consultant will evaluate and provide input on concept level design of up to 5 retaining structure alternatives. HWA expects that the proposed retaining walls will consist of soldier pile walls, structural earth walls (SEWs), or gravity block walls. Once the preferred retaining alternatives are selected, the Consultant will provide final design recommendations for up to 5 retaining structures along the project alignment. Where soldier pile walls are selected lateral earth pressure diagrams will be generated. The Consultant will evaluate the global stability of the retaining wall structures. Global stability will be evaluated using limit equilibrium methods consistent with the WSDOT Geotechnical Design Manual (GDM).
- **Provide Luminaire and Pedestrian Signal Pole Foundation Design Recommendations:** The Consultant will evaluate the subsurface soils conditions and provide design foundation recommendations for pedestrian signal pole and luminaire pole foundations. Temporary shoring and construction considerations for pole foundations will be provided, as necessary. The Consultant assumes that all foundations will be designed using WSDOT or City of Redmond Standard Plans.
- **Infiltration Screening:** The Consultant will screen the soils and groundwater conditions for infiltration potential along the project alignment. This screening will include evaluating soil grain size analysis and groundwater depths. No pilot infiltration testing will be conducted as part of this scope of work. If this screening results and site geometry identifying areas with potential for onsite infiltration, additional infiltration testing will be necessary under a separate task.
- **Geotechnical Critical Areas Review:** Based on the site likely having greater than 10 feet of vertical relief at slopes greater than 40 percent, the Consultant anticipates that a geologic critical areas evaluation will be required in accordance with the City of Redmond Zoning Code (RZC Chapter 21.64). The Consultant will utilize the site survey to develop site and exploration plans. These plans will identify the sloped areas meeting the definitions of geologically hazardous areas in the City of Redmond critical area code (RZC Chapter 21.64). The consultant will evaluate the proposed improvements and provide conclusions and recommendations for design and construction of the proposed improvements so that they address the requirements of the critical area code. The Consultant will generate a section of their geotechnical report that summarizes the results of their geotechnical critical area study. This report section will include all results of their critical area evaluation to meet the requirements of RZC Chapter 21.64.
- **QA/QC:** All design calculations and recommendations will be reviewed by a senior engineer prior to distribution to the design team or the Agency.

- 3.4 Draft Geotechnical Engineering Report: The Consultant will prepare a draft geotechnical report for the project at the 30% or 60% design milestone. This report will contain the results of the explorations and analyses, including descriptions of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. Additionally, it will include a summary of nearby historical explorations from our document review. The report will provide geotechnical recommendations for each of the proposed improvements mentioned above.

- 3.5 Final Geotechnical Engineering Report: The Consultant will finalize the geotechnical report at 90% design milestone, incorporating review comments from the design team and the Agency on the draft report.
- 3.6 Plan Review: The Consultant 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.

Assumptions:

- Boring locations will be accessible by a truck or track-mounted drill rig.
- The Consultant will prepare and apply for the ROW Use Permit, all fees will be waived by the City.
- 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 the Consultant.
- Non-contaminated drilling spoils and related debris will be drummed on-site and transported off-site for disposal by the drilling subcontractor.
- The Consultant assumes no concrete pavement or slab at the drilling locations and assumes that coring will not be required prior to drilling the proposed borings.
- Geotechnical borings conducted through the pavement will be patched with quick drying cement. Saw cutting of the pavement or hot mix asphalt patches will not be required.
- All field work including site reconnaissance, utility locates, and drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.
- Boring locations will be located using handheld GPS and measurement from existing known features.
- Groundwater monitoring well(s) installed will be the property of the Agency. Well decommissioning is not included in this estimate and should be incorporated into the project construction documents.
- Infiltration feasibility will be evaluated by grain size analysis. No infiltration testing will be conducted during this task.
- Traffic Control will consist of shoulder closures or single lane closures of multilane roadways. Uniformed police officers may be required for traffic control implementation during the exploration program within 150' of NE 51st Street.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Following the submittal of the draft geotechnical report, all soil samples will be disposed of. Long-term storage of soil samples by the Consultant is not included.

Deliverables:

- Geotechnical Subsurface Exploration Plan (pdf)
- Draft Geotechnical Engineering Report (pdf)
- Final Geotechnical Engineering Report (pdf)

Task 4 – Environmental Permitting Services-

Environmental permitting services will be completed by GeoEngineers. This task includes NEPA, SEPA and local critical areas permitting support, as well as associated coordination, meetings, and subconsultant task management.

- 4.1 Coordination and Meetings: This subtask includes biologists support during the project. This task includes the following:
- Communication with the project design team, permit agencies and other stakeholders. We anticipate one pre-NEPA meeting with WSDOT, one on-site meeting with permit agencies, and monthly coordination calls with the project design team.
 - Coordinate with WSDOT and City staff to address any comments on NEPA and SEPA documentation
 - Provide design support with regard to environmental constraints, including but not limited to: landscape plans, permit-related design constraints, environmental commitments, and developing proposed design/construction Best Management Practices and Minimization Measures.

Assumed meetings specific to this task include:

- WSDOT (1)
- Permit agencies (1)
- Monthly coordination calls (12)

- 4.2 Data Gathering: This subtask includes review of publicly available data, prior studies and environmental documents provided by the Agency, and a site reconnaissance. The Consultant will complete the following:
- Review prior reports and data provided by Agency staff relevant to the corridor or other adjacent projects in the vicinity of the corridor that may affect or interact with the project.
 - Gather and review publicly available resource agency mapping and distribution data that identifies sensitive areas or habitat. Review Ecology databases identifying potentially contaminated sites.
 - Complete a reconnaissance level site walk to visually observe and document environmental conditions within and adjacent to the project corridor.
 - Contact resource and permitting agencies as needed to identify and discuss the necessary permitting requirements of each agency.
- 4.3 Permitting: Based on our experience with similar pedestrian corridor projects, we anticipate that the project will require the following environmental permit authorizations:
- NEPA review by WSDOT, including Endangered Species Act (ESA) review, National Historic Preservation Act (NHPA) approval, Environmental Justice, and other routine NEPA topics as identified below.
 - State Environmental Policy Act (SEPA) determination from the Agency (online submittal).
 - City of Redmond tree removal permit (online submittal).

The Consultant will complete the following:

- Prepare a draft and final WSDOT NEPA Documented Categorical Exclusion (DCE) form, including appropriate attachments.
- Prepare a Critical Areas Memorandum documenting absence of streams, wetlands, or other sensitive areas within the project area.
- Prepare an Environmental Justice (EJ) memorandum to be submitted with the NEPA DCE form. This memorandum will include an EJ matrix, summarize demographic data in the project area and discuss project impacts.

- Prepare a draft and final SEPA checklist using available project information and the results from our baseline assessment.
- The team will prepare NEPA/SEPA documents after 30% design review and submit concurrent with 60% submittal.

Assumptions:

- The Agency and KPFF will arrange right-of-entry/access to the project area if needed.
- No wetlands or streams will be identified within or adjacent to the project area. The project will not result in any direct impacts to wetlands or streams (e.g., wetland fill). Therefore, permits from the U.S. Army Corps of Engineers and Washington Department of Fish & Wildlife will not be required, and wetland/stream mitigation will not be required.
- A Hazardous Materials report will not be required.
- The project will not result in increases to Pollution Generating Impervious Surfaces (PGIS).
- Although stormwater near NE 51st Street will be rerouted to an existing pipe, the stormwater currently discharges to the Sammamish River via an adjacent wetland and will continue to discharge to the Sammamish River.
- The project will not result in any impacts to federally listed Threatened or Endangered Species or Designated Critical Habitats. A Biological Assessment is not included. Endangered Species Act compliance will be documented on the DCE form in checklist format.
- The project is not within the limits of jurisdiction of the City of Redmond Shoreline Master Program.
- Cultural resources survey and Area of Potential Effects (APE) requests are not included in this task. These items will be completed by another subconsultant (see Task 5) and provided for submittal with the NEPA package.
- Tree removal documentation, replacement and tree removal permitting are not included in this task. These items will be completed by HBB (see Task 7).
- A stormwater summary will be provided by Prime for submittal with the NEPA package.
- There will be one round of revisions of the draft documents before the reports are finalized.
- Permit submittal and all application fees are the responsibility of the applicant and not part of this scope of work or budget proposal.

Deliverables:

- Draft and Final WSDOT NEPA DCE submittal package, including WSDOT DCE form, Vicinity Map, Critical Areas Memorandum, Cultural Resources documentation, stormwater summary, Environmental Justice Memorandum, and other attachments.
- Draft and Final SEPA Environmental Checklist

Task 5– Cultural Resources Services

- 5.1 This Task will not be engaged until after the WSDOT NEPA kick off meeting. There is the potential this scope could be exempted. Project Management, Meetings, and Updates: The project management task includes those internal items necessary for completion of project tasks such as progress meetings, review of invoicing, and monthly progress reports to the client. Up to 2 hours of conference calls and project kick-off meetings are also included in this task.
- 5.2 Definition of APE: Consultant will define the area of potential effects (APE) for the project.

- 5.3 Literature Review and Background Research: Consultant will review the Department of Archaeology and Historic Preservation's (DAHP's) web portal (WISAARD) to determine the presence or absence of previously recorded archaeological sites, aboveground resources, and cultural resource studies located within .5 mi of the APE. In addition, Consultant will conduct background research online, through local repositories, and in its own library, reviewing local histories, historic maps and aerials, photographic collections, historic-period newspapers, and additional sources, as needed, to understand the history of development. Archival research materials will help the consultant establish the context for resources in the project vicinity, confirm the boundaries of listed and eligible resources, and assess the significance of surveyed resources within the APE.
- 5.4 Archaeological Survey and Inventory: Archaeological survey will be conducted by or under the supervision of a Secretary of the Interior (SOI) qualified archaeologist. The archaeologist will conduct an archaeological pedestrian survey within the APE by systematically walking transects spaced no more than 20 meters across all unpaved areas. They will examine exposed soils for evidence of cultural materials.

Subsurface testing will be achieved via the archaeological monitoring of the geotechnical borings described above under Task 3.2. The purpose will be to assess the probability for and identify buried cultural materials. The archaeologist will trowel through or screen available sediment samples and describe observations in daily monitoring logs. Observations include but are not limited to sediment grain size, presence of gravels, evidence of disturbance, and presence of cultural materials. It is anticipated that no archaeological sites will be encountered during the field investigations. If an archaeological site is identified, and it cannot be recorded during the time allotted in the field under this budget, the cost estimate will be revised to cover the additional time needed for recordation.

- 5.5 Draft and Final Reporting: Consultant will prepare a draft and final technical report including a project description, APE definition, regulatory context, methods, background research, field work results, management recommendations, and an inadvertent discovery plan to guide the project should archaeological material be identified during construction. The report will include such tables, maps, photographs, and other graphics as are needed to depict the scope of the study and results. Consultant will be available for teleconferences with the Agency, DAHP or other entities identified by the Agency as necessary, regarding the project and our findings

Assumptions:

- WSDOT is acting as leading federal agency for Section 106 compliance and will be responsible for all consultations with DAHP, Tribes, and other consulting parties.
- No work will proceed on this task until after the WSDOT NEPA kick off meeting to ensure the project does not fall under an exemption.
- No hazardous materials requiring 40-hour HAZWOPER training are present within the area of ground disturbance.
- No archaeological sites will be identified during the survey or monitoring of geotechnical explorations.
- Up to two days of archaeological monitoring will occur during the geotechnical borings.
- Reporting will not include preparation of NEPA or SEPA documentation as that is prepared above in task 4.
- Reporting will not include the preparation of agreement documents (e.g., Memoranda of Agreement).

Deliverables:

- One Draft and one Final Report (PDF format)

Task 6– Public Outreach

Outreach services will be provided by KPFF, Iverson Mobility and HBB. The Consultant team will support the Agency team in public outreach efforts, duration of support anticipated to be a year. Scope will include the following:

- 6.1 Prepare graphics and attend a 2-hour meeting with the Redmond residents Ped/Bike committee upon completion of the preliminary design phase.
- 6.2 Graphics development of up to two (2) project postcards/mailers, provide information to City communications team who will send to residents and stakeholders.
- 6.3 Support one (1) in person open house including, logistics coordination, planning, supporting materials (sign-in sheets, etc.), attendance, note taking, and summary. Assumes consultant attendance, assistance with meeting set-up and breakdown, creation of graphical support materials, note taking, and summary. Develop up to six (6) display boards, including graphics, for sharing project at an open house.

Assumptions:

- Consultant will provide outreach support to Agency.
- Agency will lead the delivery of project mailers. Consultant team will provide content for Agency reproduction and mailing.
- Consultant will not be involved in providing translations.
- Agency will lead all efforts related to Agency website and online content beyond the Consultant provided exhibits/display boards. Consultant may provide additional support if it can be accommodated within the level of effort.
- Open house will be drop-in format and not require a formal presentation.
- All materials will have one (1) draft and one (1) final.

Deliverables:

- Graphics for Ped/Bike Committee meeting
- Up to two (2) project postcard mailers
- One (1) set of open house supporting materials (nametags, sign-in sheets, etc.)
- Up to six (6) Open House Display Boards
- Open House Meeting Summary Memo

Task 7– Preliminary 30% Design

Preliminary design will be provided by KPFF, Concord, Iverson Mobility and HBB. Preliminary design will consist of the following scope of work:

- Prepare preliminary concepts for shared use path improvements through corridor including planter and path layout, retaining wall locations, preliminary grading, curb ramp configurations, and drainage improvements.
- Prepare an arborist report and identify tree impacts and support tree removal permitting and mitigation.
- Prepare a memo outlining retaining wall recommendations.

- Coordinate with affected utility companies. Identify possible utility conflicts with existing overhead or underground utilities based on drawings, records and survey and indicate potential relocations or those to remain and be protected.
- Conduct existing illumination analysis of the corridor and provide illumination analysis for recommended illumination improvements to meet shared use path standards.
- Prepare 30% drawings.
- Prepare estimate of probable cost for improvements.
- Prepare draft stormwater report formatted in accordance with Agency requirements, including project description, existing and proposed conditions, TDAs defined, existing and proposed stormwater management, applicable Minimum Requirements, summary of Minimum Requirements applicable. If project doesn't require FC, Wetland Hydroperiod Analysis isn't necessary and will be removed from scope.
- Provide QA/QC of deliverables.
- Conduct potholing if required for drainage and curb line revisions near NE 51st Street.

Assumptions:

- All deliverables will be submitted via the City's project SharePoint site in PDF format. Draft reports and memos will be submitted in Word format for review.
- Roadway/Shared Use Path 30% plans will include preliminary cross reference for channelization and walls but individual drawing files for these elements will not be added until 60%.
- Lighting analysis will be performed using AGI32 software.
- Only existing City owned roadway streetlight poles on the east side will be maintained, existing PSE owned poles along the east side of 156th through the project corridor will be replaced with new City owned poles. The existing PSE owned light poles on the west side of the roadway will be maintained. New pedestrian-scale light poles will be added to achieve the required light levels along the shared-use path if required.
- The City will provide the existing and proposed .ies files for both roadway and pedestrian-scale light fixtures if available.
- The lighting analysis calculation areas are limited to the roadway and shared-use path configuration that are modified by the project.
- The new City light poles will be powered by the existing service cabinets within the project area. New service cabinet design is excluded.
- Temporary illumination is excluded, it is anticipated the existing light poles can be maintained for temporary lighting.
- Signal modifications at 156th Ave NE & NE 45th St are limited to APS pushbutton and pole replacement design, which will accommodate new ADA curb ramp only. Existing mast arm signal pole and cabinet are assumed to remain in place.
- Signal modifications at 156th Ave NE & NE 51st St include vehicle and bicycle detection design to accommodate new channelization, as well as APS pushbutton design to accommodate new ADA curb ramp. Existing mast arm signal pole and cabinet are assumed to remain in place.
- No impacts are anticipated to the existing HAWK traffic signal at the midblock pedestrian crossing between NE 45th St and NE 51st St.

- Potholing may be required for drainage revisions near NE 51st St, a potholing budget of \$8,000 has been included.

Deliverables:

- 30% Cover Sheet including Vicinity Map and index (1 sheet)
- 30% Roadway/Path Plan (4 sheets)
- 30% Typical Sections (1 sheet)
- 30% Signal Modifications Plan (PPB modifications at NE 45th St at 51st) (3 sheets)
- 30% Illumination Plan (1 note sheet and 4 plan sheets)
- 30% drainage plans (1 sheet)
- 30% Landscape Plan (3 sheets)
- Illumination Calculation Package (AGI32)
- Draft Stormwater Report
- Draft Geotechnical report and wall alternatives
- Prepare preliminary construction cost estimate

Task 8– Final Design – 60% to 100%

Final design includes advancing the preliminary design to final bid documents. This work will include resolving and incorporate review comments from preliminary design and subsequent design review submittals. This scope will not proceed until it is confirmed the adjacent developer ONYX is proceeding forward to construction with the shared use path segment along their frontage just south of NE 51st St. The scope includes providing QA/QC of all design deliverables. This task entails the following scope:

- 8.1 60% Plans preparation
 - 60% Special Provisions
 - 60% Cost Estimate
 - 60% Stormwater Report
 - Responses to 30% comments in City provided comment log
- 8.2 90% Plans preparation
 - 90% Specifications Package
 - 90% Cost Estimate
 - 90% Stormwater Report
 - Responses to 60% comments in City provided comment log
- 8.3 100% Plans Preparation (Draft Advertisement Set)
 - 100% Specifications Package
 - 100% Cost Estimate
 - 100% Stormwater Report
 - 100% Lighting Analysis Memo and Calculations Package

Responses to 90% comments in City provided comment log

Assumptions:

- This scope and 60% design will not proceed until it is confirmed the ONYX shared use path frontage design for their north phase is proceeding to construction.
- The Consultant will provide the technical Special Provisions and assemble the bid package using Agency provided front end Division 0 and 1 templates conforming to the most recent WSDOT specifications.
- The Consultant will provide Division 2-9 and all required appendices.
- The illumination final design includes voltage drop calculations for the new lights. New lighting circuits are assumed to be connected to the existing lighting system.
- The scope of work does not include urban design elements such as benches, decorative concrete paving, etc. Those could be added as an additional service.
- All deliverables will be provided and submitted via the City's project SharePoint site in PDF format. The specifications will be provided in Word format. The engineer's cost estimate will be provided in Excel format.
- The illumination final design includes voltage drop calculations for the new lights. New lighting circuits are assumed to be connected to existing City owned electrical service cabinets.
- Total combined length of retaining walls will be no more than approximately 1200 lineal feet.
- Number of retaining wall types used will be no more than two.
- 60% Stormwater Report to include full report for review including upstream and downstream analysis, exhibits of surface areas, flow charts (MRs and MR#5) showing project requirements, and calculations as needed.

Deliverables:

- Cover Sheet including Vicinity Map and index (1 sheet)
- General Notes, Legend, and Abbreviations
- Site Preparation and Erosion Control plan (3 sheets)
- Roadway Plan (3 sheets)
- Typical Sections (1 sheet)
- Grading Enlargements (2 sheets)
- Drainage and Utility Plans (3 sheets)
- Drainage profiles and details (2 sheet)
- Traffic Signal Modification Plans and Details (7 Sheets: 1 general note sheet, 2 plan sheets, 1 detection plan sheet, and 3 detail sheets)
- Illumination Plans and Details (8 sheets: 1 note sheet, 4 plan sheets, and 3 detail sheets)
- Retaining Wall Plans and Elevations (5 sheets)
- Retaining Wall Sections, Details and Schedules (6 sheets)
- Striping and Signage plans (4 sheets)
- Traffic Control Plans (7 sheets)

- Planting Plans (3 sheets)
- Planting Schedule and Details (3 sheets)
- Irrigation Plans (3 sheets)
- Irrigation Schedule and Details (3 sheets)
- Estimates of probable cost
- Special Provisions
- Final Stormwater Report
- Final geotechnical report
- Final Lighting Analysis Memorandum
- Illumination Calculation Package (AGI32 and voltage drop calculations)
- Right of Way Plans (3 sheets)

Task 9– Advertising and Bidding

- 9.1 Finalize Contract Documents for Advertisement (plans and specifications package)
- 9.2 Provide engineers estimate of construction costs
- 9.3 Respond to bidders' questions
- 9.4 Prepare Addendums if needed

Deliverables:

- Bid Documents (plans and specifications)
- Engineers Bid Estimate
- Responses to bidders' questions and Addendum's as needed

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.

Task 10– Right of Way

Perform the following scope to support the acquisition of temporary and permanent property rights. While no fee acquisitions are anticipated, wall maintenance easements and temporary construction easements are anticipated.

- 10.1 Obtain right of entry for 3 residences and 2 commercial apartment properties to support survey, geotechnical and environmental work.

- 10.2 Title Services: Conduct final review of up to five (5) title reports to assess type of ownership structure, existing encumbrances including access easements and potential conflicts from utility encumbrances, etc., that may require subordination agreements, reconveyances, etc., or pose obstacles or delays to the acquisition closing process. Coordinate with the City in assessing risk of existing parcel encumbrances and exceptions as they apply to the proposed acquisition on the parcel. Make recommendations regarding title encumbrances and exceptions in coordination with the City.
- 10.3 Valuation Services: Following review of the right-of-way plan, prepare a right of way funding estimate and coordinate with a state licensed and WSDOT approved appraiser to prepare appraisals for up to five (5) parcels. This scope of work assumes appraisals for five (5) parcels. Waiver valuations will be used for any acquisitions that are uncomplicated and valued under \$35,000.
- 10.4 Owner Negotiation: Perform property acquisition negotiation services for up to five (5) parcels for the project.
- Prepare a letter of introduction to property owners.
 - Prepare offer and conveyance documents and submit offer packages for review by City and the governing funding agency, if applicable, utilizing WSDOT Local Agency forms or equivalent.
 - Submit offer packages to WSDOT Local Agency for review and approval.
 - Promptly present offers and negotiate in good faith with property owners to acquire necessary real property rights.
 - Set up and maintain complete real property acquisition files for each impacted tax parcel or larger parcel.
 - Conduct a minimum of three (3) significant and meaningful contacts with each property owner before recommendation of impasse in negotiations. Prepare Administrative Settlement Justification statements as needed. Provide written notice to the City of impasse in negotiations. Provide written notice to the City of recommendation for condemnation, if applicable.
- 10.5 Closing Services: Conduct comprehensive checklist reviews for each acquisition file to support City's acquisition file review.
- Provide closing services to property owners.
 - Submit signed conveyance documents with requests for payment and other supporting documents including signed W-9(s) and Excise Tax Affidavits, as applicable to the City for document recording and payment processing.
 - Prepare payment vouchers for title clearing charges and submit to the City to process payment.
- 10.6 Certification: Assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. Will maintain constant contact with the local WSDOT LPA coordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right-of-way documents with as little deviation as possible.

Assumptions:

- No fee acquisition will be acquired only wall maintenance easements and temporary construction easements.

- The permanent location of walls will be situated on city ROW or previously acquired property.
- Title reports will be acquired by Consultant team as part of Task 2 - Surveying
- All processes and ROW negotiations will meet WSDOT local programs requirements for federal funding.
- Process will follow federal requirements for property acquisitions.
- All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.
- The Consultant will transmit the signed conveyance documents and payment requests to the City for approval and processing.
- The City will record conveyance documents and make payment for any and all compensation payments to property owners. The City will pay for all fees charged by trustees, and/or beneficiaries to clear encumbrances of record and other closing costs such as title policies, recording fees, and escrow fees if applicable.

Deliverables:

- Right of Entry agreements
- Title Summaries and Updated Title Summaries, draft and final (electronic copies)
- Appraisals or waiver valuations.
- Requests for Payment supported by a signed a W-9 and other documents required to process payment.
- Right of Way funding estimate and AOS reports
- Electronic copy of complete real property acquisition files for the project and all original, signed conveyance documents required for recording and any other original documents required to comprise a complete property acquisition record.

Exhibit B
DBE Participation Plan

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

See attached DBE Plan

Exhibit B

**City of Redmond
156th Shared Use Path Project**

DBE Participation Plan

The City of Redmond has received federal funding for this project. Local agencies when participating in programs funded in whole or in part with federal funds must adhere to Washington State Department of Transportation's Disadvantaged Business Enterprise (DBE) program.

The purpose of the DBE Program is to provide equal opportunity to minorities and women in contracting and WSDOT has developed guidelines and procedures to ensure that DBEs have an equitable opportunity. WSDOT has assigned a 19% DBE participation goal for this project.

KPFF proposes to exceed the 19% DBE goal requirement for the project funding by partnering with the following qualified DBE firms to accomplish specific key aspects of the project:

Partner Firm	Certification	Role/Responsibility	Approx Budget	Anticipated %
HWA GeoSciences	DBE: D5F0024692	Geotechnical Engineering	\$100,000	11%
Concord Engineering	DBE: D4F0022699	Traffic signals/illumination	\$100,000	11%
HBB	DBE: D2F0008876	Landscape Architecture	\$75,000	8%
RES	DBE: D4F0023741	Right of Way	\$65,000	7%
		Total=	\$340,000	37%

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in AutoCAD/Civil3D 2023, including 3D topographic surface
Transmission: FTP, CD, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, NACTOI, WSDOT Design Manual
Format: AutoCAD/Civil3D 2023
Transmission: FTP, CD, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Consultant Drafting Standards, City of Redmond Title Block Format
Format: AutoCAD/Civil3D 2023
Transmission: FTP, CD, Email, SharePoint

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

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

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

All deliverables outlined in Scope of Work Exhibit A, including drawings, specifications, calculations, reports and supporting documents.

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

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

II. Any Other Electronic Files to Be Provided

Excel Spreadsheets
Word Documents
PDFs
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, FTP, Consultant will maintain a
OneDrive/SharePoint site for access to files

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D

Consultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Consultant: KPFF Consulting Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 149.22%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal	200	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 47,562.00
Project Manager		\$ 85.00	\$126.84	\$25.97	\$237.81	\$ -
Senior Engineer 2		\$ 75.00	\$111.92	\$22.91	\$209.83	\$ -
Senior Engineer 1	270	\$ 70.00	\$104.45	\$21.39	\$195.84	\$ 52,876.80
Project Engineer	220	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 40,007.00
Design Engineer	300	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 46,161.00
Senior CAD	165	\$ 60.00	\$89.53	\$18.33	\$167.86	\$ 27,696.90
Project Coordinator	45	\$ 41.00	\$61.18	\$12.53	\$114.71	\$ 5,161.95
Principal (Structural)	4	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 951.24
Senior Structural Engineer	80	\$ 90.00	\$134.30	\$27.50	\$251.80	\$ 20,144.00
Structural Project Engineer	190	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 34,551.50
Structural Design Engineer	220	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 30,775.80
Senior CAD Structural	180	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 27,696.60
Principal (Survey)	18	\$ 85.00	\$126.84	\$25.97	\$237.81	\$ 4,280.58
Senior Project Surveyor	32	\$ 65.00	\$96.99	\$19.86	\$181.85	\$ 5,819.20
Project Surveyor	30	\$ 55.00	\$82.07	\$16.80	\$153.87	\$ 4,616.10
Survey Crew Chief	50	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 6,994.50
Survey Instrument Person	44	\$ 40.00	\$59.69	\$12.22	\$111.91	\$ 4,924.04
Survey CAD	55	\$ 50.00	\$74.61	\$15.28	\$139.89	\$ 7,693.95
Total Hours	2,103				Subtotal:	\$ 367,913.16

REIMBURSABLES

Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						
Potholing						\$8,000
Title Reports						\$4,000
					Subtotal:	\$12,000

SUBCONSULTANT COSTS (See Exhibit E)

Concord Engineering	\$123,638.47
Cultural Resource Consultant	\$5,485.75
GeoEngineers	\$24,258.92
HBB Landscape Architecture	\$81,737.12
HWA Geosciences	\$113,684.08
Iverson Mobility Solutions	\$39,976.91
RES Group NW	\$80,949.88
	Subtotal: \$469,731.13

Total: \$849,644.29

Management Reserve: \$50,355.71

GRAND TOTAL: \$900,000.00

Exhibit E
Sub-consultant Cost Computations

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

See attached Exhibit E

EXHIBIT E

Subcontracted Work

Project Name: 156th Ave NE Shared Use Path
Project Number: 2415
Consultant: KPFF Consulting Engineers

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

Subconsultant	Work Description	Amount
Concord Engineering	Traffic Signals	\$123,638.47
Cultural Resource Consultant	Cultural Resources	\$5,485.75
GeoEngineers	Enviornmental Permitting	\$24,258.92
HBB Landscape Architecture	Landscape Architect	\$81,737.12
HWA Geosciences	Geotechnical Engineer	\$113,684.08
Iverson Mobility Solutions	Striping/Signage	\$39,976.91
RES Group NW	Right of Way	\$80,949.88
	Total:	\$469,731.13

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path

Project Number: 2415

Subconsultant: Concord

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 102.22%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Senior Engineer 5	90	\$ 94.00	\$96.09	\$28.72	\$218.81	\$ 19,692.90
Senior Engineer 2	134	\$ 78.00	\$79.73	\$23.83	\$181.56	\$ 24,329.04
Associate Engineer 2	300	\$ 58.00	\$59.29	\$17.72	\$135.01	\$ 40,503.00
Associate Engineer 1	380	\$ 42.00	\$42.93	\$12.83	\$97.76	\$ 37,148.80
CAD Manager	6	\$ 66.00	\$67.47	\$20.16	\$153.63	\$ 921.78
Project Coordinator 3	11	\$ 38.00	\$38.84	\$11.61	\$88.45	\$ 972.95
Total Hours	921				Subtotal:	\$ 123,568.47
REIMBURSABLES						
Mileage						\$70
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$70

Total: \$123,638.47

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: Cultural Resource Consultants

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 104.17%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal Investigator	4	\$ 67.00	\$69.79	\$20.47	\$157.26	\$ 629.04
Project Manager	6	\$ 43.25	\$45.05	\$13.21	\$101.51	\$ 609.06
Project Archaeologist II	32	\$ 37.50	\$39.06	\$11.46	\$88.02	\$ 2,816.64
Project Archaeologist III	0	\$ 36.00	\$37.50	\$11.00	\$84.50	\$ -
Field Archaeologist I	16	\$ 28.50	\$29.69	\$8.71	\$66.90	\$ 1,070.40
Admin & Financial	3	\$ 44.25	\$46.10	\$13.52	\$103.87	\$ 311.61
Total Hours	61				Subtotal:	\$ 5,436.75
REIMBURSABLES						
Mileage						\$49
Reproduction (copies, plots, etc.)						
Miscellaneous						
					Subtotal:	\$49

Total: \$5,485.75

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: GeoEngineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Fee (Profit)		Total Hourly Rate (Not to Exceed)	Total
			201.36%	30.55%	30.55%	30.55%		
Principal	0	\$ 95.01	\$191.31	\$29.03	\$315.35	\$ -		
Associate	14	\$ 82.96	\$167.05	\$25.34	\$275.35	\$ 3,854.90		
Senior Scientist	44	\$ 74.70	\$150.42	\$22.82	\$247.94	\$ 10,909.36		
Project Scientist	24	\$ 57.70	\$116.18	\$17.63	\$191.51	\$ 4,596.24		
Staff Scientist 3	0	\$ 45.44	\$91.50	\$13.88	\$150.57	\$ -		
Staff Scientist 2	8	\$ 42.78	\$86.14	\$13.07	\$141.99	\$ 1,135.92		
Staff Scientist 1	0	\$ 38.00	\$76.52	\$11.61	\$126.13	\$ -		
GIS Analyst	0	\$ 48.85	\$98.36	\$14.92	\$162.13	\$ -		
CAD Designer	8	\$ 52.98	\$106.68	\$16.19	\$175.85	\$ 1,406.80		
Admin 3	15	\$ 45.97	\$92.57	\$14.04	\$152.58	\$ 2,288.70		
Admin 2	0	\$ 40.21	\$80.97	\$12.28	\$133.24	\$ -		

Total Hours	113	Subtotal:	\$ 24,191.92
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REIMBURSABLES

Mileage		\$67
Reproduction (copies, plots, etc.)		
Miscellaneous		
Subtotal:		\$67

Total: \$24,258.92

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: HBB Landscape Architecture

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead		Fee (Profit)		Total Hourly	
			116.62%		30.55%		Rate	Total
Principal	26	\$ 98.00	\$114.29		\$29.94		\$242.23	\$ 6,297.98
Project Manager	81	\$ 82.00	\$95.63		\$25.05		\$202.68	\$ 16,417.08
Design Staff	78	\$ 58.00	\$67.64		\$17.72		\$143.36	\$ 11,182.08
Computer Tech	351	\$ 41.00	\$47.81		\$12.53		\$101.34	\$ 35,570.34
Business Management	12	\$ 72.00	\$83.97		\$22.00		\$177.97	\$ 2,135.64
Admin	0	\$ 45.00	\$52.48		\$13.75		\$111.23	\$ -
Total Hours	548						Subtotal:	\$ 71,603.12
REIMBURSABLES								
Mileage								\$300
Reprographics								\$9,834
Miscellaneous								
							Subtotal:	\$10,134

Total: \$81,737.12

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
 Project Number: 2415
 Subconsultant: HWA Geosciences

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Fee		Total Hourly Rate	Total
			Overhead 187.24%	(Profit) 30.55%		
Principal IX	4	\$ 112.00	\$209.71	\$34.22	\$355.93	\$ 1,423.72
Geotechnical Engineer VIII	34	\$ 100.00	\$187.24	\$30.55	\$317.79	\$ 10,804.86
Geotechnical Engineer VII	10	\$ 90.00	\$168.52	\$27.50	\$286.02	\$ 2,860.20
Geotechnical Engineer VI	0	\$ 75.00	\$140.43	\$22.91	\$238.34	\$ -
Geotechnical Engineer V	102	\$ 70.00	\$131.07	\$21.39	\$222.46	\$ 22,690.92
Geotechnical Engineer IV	0	\$ 62.00	\$116.09	\$18.94	\$197.03	\$ -
Geotechnical Engineer III	150	\$ 53.00	\$99.24	\$16.19	\$168.43	\$ 25,264.50
Geotechnical Engineer II	0	\$ 48.00	\$89.88	\$14.66	\$152.54	\$ -
Geotechnical Engineer I	0	\$ 44.00	\$82.39	\$13.44	\$139.83	\$ -
Geologist VIII	0	\$ 90.00	\$168.52	\$27.50	\$286.02	\$ -
Geologist VII	0	\$ 80.00	\$149.79	\$24.44	\$254.23	\$ -
Geologist VI	0	\$ 63.00	\$117.96	\$19.25	\$200.21	\$ -
Geologist V	2	\$ 56.00	\$104.85	\$17.11	\$177.96	\$ 355.92
Geologist IV	0	\$ 53.00	\$99.24	\$16.19	\$168.43	\$ -
Geologist III	8	\$ 45.00	\$84.26	\$13.75	\$143.01	\$ 1,144.08
Geologist II	0	\$ 38.00	\$71.15	\$11.61	\$120.76	\$ -
Geologist I	0	\$ 35.00	\$65.53	\$10.69	\$111.22	\$ -
Hydrogeologist V	0	\$ 65.00	\$121.71	\$19.86	\$206.57	\$ -
Hydrogeologist IV	0	\$ 60.00	\$112.34	\$18.33	\$190.67	\$ -
CAD	18	\$ 40.00	\$74.90	\$12.22	\$127.12	\$ 2,288.16
Administrative Support	0	\$ 38.00	\$71.15	\$11.61	\$120.76	\$ -
Contracts Administration	14	\$ 55.00	\$102.98	\$16.80	\$174.78	\$ 2,446.92
Total Hours	342				Subtotal:	\$ 69,279.28

REIMBURSABLES

Mileage	\$227.80
Field Supplies	\$100.00
GPS Unit	\$150.00
Water Level	\$120.00
Piezometer Rental	\$1,300.00
Geotechnical Laboratory Testing	
Natural Moisture Content	\$300.00
Combined Sieve & Hydrometer Analysis	\$2,800.00
Atterberg Limits	\$1,060.00
Fines Content	\$460.00
Sieve Analysis, Wet	\$700.00
Drilling Subcontractor - 3 day with one well install	\$13,500.00
Private Utility Locator	\$1,280.00
Traffic Control - 2 Days	\$7,500.00
Traffic Control - Groundwater monitoring	\$6,000.00
Traffic Control Plans	\$3,000.00
Uniformed Police Officers	\$4,000.00
Subconsultants Mark-ups (10%)	\$1,907.00
Subtotal:	\$44,404.80

Total: \$113,684.08

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
Project Number: 2415
Subconsultant: Iverson Mobility Solutions

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 120.00%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Project Engineer	219	\$ 71.40	\$85.68	\$21.81	\$178.89	\$ 39,176.91
Total Hours	219				Subtotal:	\$ 39,176.91
REIMBURSABLES						
Travel						\$800
					Subtotal:	\$800

Total: \$39,976.91

Exhibit E

Subconsultant Fee Determination

Project Name: 156th Ave NE Shared Use Path
Project Number: 2415
Subconsultant: RES Group NW

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 72.33%	Fee (Profit) 30.55%	Total Hourly Rate	Total
Principal	368	\$ 75.00	\$54.25	\$22.91	\$152.16	\$ 55,994.88
ROW Technician 2	0	\$ 38.00	\$27.49	\$11.61	\$77.10	\$ -
ROW Agent	0	\$ 43.00	\$31.10	\$13.14	\$87.24	\$ -
Total Hours	368				Subtotal:	\$ 55,994.88
REIMBURSABLES						
Mileage						\$280
Postage						\$175
Appraisals						\$24,500
					Subtotal:	\$24,955

Total: \$80,949.88

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor or Mayor Designee

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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