

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$969,416

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.



16 May 2023

Mr. John Mork
Project Manager, City of Redmond
15670 NE 85th St
PO Box 97010
Redmond, WA 98073-9710

Re: City of Redmond Maintenance and Operations Center Master Plan

Dear John,

We are pleased to submit this proposal for the City of Redmond Maintenance and Operations Center – Master Plan. The new Maintenance & Operations Center project is a tremendous opportunity for the City of Redmond to better meet the needs of the Public Works Department and Parks & Recreation Departments, better serve the community and more effectively deliver on the functional and operational goals you have set as a public institution. This letter outlines our project understanding, approach, schedule and fee proposal for this work.

SCOPE OF WORK

Our proposed scope of work is as follows and is broken out to correspond to the major activities identified on the schedule. As discussed with you previously, the schedule is intended to provide a framework for this proposal and to indicate overall level of effort envisioned.

PHASE 1 – REFINE (Tasks 1 and 2)

Task 1 Background Research

- Project Kickoff to establish “How we work” for smooth project delivery with multi-disciplinary team.
- Review Owner provided documents including previous masterplan, survey, Geotech report, and Phase 1 ESA.
- Identify any design ideas, program matrices and/or equipment plans from existing masterplan that should be considered while developing the new master plan.
- Identify and document any known site constraints.
- **Deliverable** - *Technical Memorandum 1: Site Constraints*

Task 2 Regulatory Requirements

- Identify permit requirements that will be procured at future phases of work.
- Document estimated length of permit review/approval process based on current schedule/backlog information provided by the AHJ's.
- Preliminary meetings with authorities having jurisdiction as necessary to introduce the project, review applicable permitting and process/submittal requirements.
- **Deliverable** - *Technical Memorandum 2: Regulatory Requirements*

PHASE 2 – DEFINE (Tasks 3, 4 and 5)

Task 3 Master Plan Program

- Review overall org chart and current staffing levels for all entities that will be accommodated at the MOC.
- Identify space planning program needs for the work groups. Steps include taking an inventory of existing program elements, identifying current space & operational deficiencies, working with department heads to identify ‘day 1’ needs and identifying future growth targets based on the City’s growth projections.

The Miller Hull Partnership, LLP

www.millerhull.com

Seattle

Polson Building
71 Columbia Street, Sixth Floor
Seattle, WA 98104
Tel: 206.682.6837

San Diego

Point Loma Marina
4980 North Harbor Drive, Suite 100
San Diego, CA 92106
Tel: 619.220.0984

- Identify equipment program and areas. Steps include taking an inventory of existing equipment, identifying current space & operational deficiencies, working with department heads to identify 'day 1' needs and identifying future equipment targets based on the City's growth projections.
- Identify current and future power requirements, including EV charging stations and emergency power. Steps include taking an inventory of existing power, emergency and EV requirements, identifying power demands & deficiencies, working with department heads to identify 'day 1' needs and identifying future power requirement targets based on the City's growth projections.
- Determine which portions of the MOC should be considered for the EOC designation and identify requirements.
- **Deliverable** - *Technical Memorandum 3: Master Plan Program*

Task 4 Sustainability Approach

- Conduct an Eco Charrette to discuss sustainability options and establish overall sustainability goals for the project.
- Identify the requirements necessary to achieve the different LEED certifications.
- Identify and research sustainability opportunities such as salvaging, recycling, alternative energy, conservation measures, etc.
- **Deliverable** - *Technical Memorandum 4: Sustainability Approach*

Task 5 Project Delivery

- Research project delivery methods and provide summary of pros, cons and considerations for evaluation by the City.
- Support the City in determining which project delivery method will be selected for the MOC project. The chosen delivery method will likely impact how the cost model is developed.
- **Deliverable** - *Technical Memorandum 5: Project Delivery Methods*

PHASE 3 – DEVELOP (Tasks 6 and 7)

Task 6 Master Plan Options

- Develop three concept options that support the project vision, program, and goals.
- Document and illustrate concepts to communicate details of each approach.
- Outline relative cost considerations for conceptual options.
- **Deliverable** - *Technical Memorandum 6: Master Plan Options*

Task 7 Identify Sequencing Challenges in workspace relocation for MOC Staff

- We understand that the City of Redmond's preferred sequencing approach is to demolish all existing structures on the property to provide a cleared site for maximum construction efficiencies and design flexibility.
- Based on this, the consultant will work to support City-led efforts in identifying temporary workspace outside of the existing MOC property to temporarily relocate staff, equipment, storage, and operations during construction of the new MOC facility on the current site.
- Assist and support the City of Redmond in an assessment of logistics, schedule, temp facilities and permitting implications of locating workspace offsite for MOC staff during construction.

PHASE 4 – REFINE (Tasks 8, 9 and 10)

Task 8 Preferred Option

- Develop and refine the preferred masterplan design option.
- Illustrate selected preferred concept to stakeholders.
- Provide any updates or refinements to the Master Plan Program that occurred during Concept Options Study or the development of the Preferred Option.
- **Deliverable** - *Technical Memorandum 7: Masterplan Preferred Option*

Task 9 Sequencing Plan

- We understand that the City of Redmond's preferred sequencing approach is to demolish all existing structures on the property to provide a cleared site for maximum construction and design flexibility. Based on this, we will develop a phasing plan for the preferred masterplan option assuming a cleared and free site.
- Sequenced Construction to be described in *Technical Memorandum 7: Masterplan Preferred Option*

Task 10 Cost Model

- Provide cost model for the Preferred Option.
- Cost model to include Master Plan level appropriate contingencies, escalation and allowances based on a construction start date of early 2026.
- Cost Model to be included in *Technical Memorandum 7: Masterplan Preferred Option*

PHASE 5 - DOCUMENT (Task 11)**Task 11 Master Plan Deliverable**

- Develop Master Plan Report based on the selected preferred concept.
- Master Plan Report to include summary and conclusions of work completed in all previous tasks.
- Work with project Leadership Team to present Master Plan Report to stakeholders.
- **Deliverable:** *City of Redmond MOC Master Plan Final Report*

SCHEDULE

Based on discussions with the City, we anticipate that work for this project will begin in June 2023 and extend through December 2023. A schedule for the Master Plan, currently anticipated to be approximately 24 weeks in duration, is attached. Upon notice to proceed, we will develop a more in-depth schedule in consultation with you and the City.

CONSULTANTS

The following subconsultants, required to support the master planning effort, are:

- **Miller Hull** - Architecture
- **Stantec** - Functional Planning
- **Sazan** – MEP *
- **Heffron** - Transportation *
- **Code Unlimited** - Code/Safety
- **Jacobsen** - Civil *
- **Osborn** – Landscape *
- **Lund Opsahl** – Structural *
- **JMB** - Cost Estimating *

*Indicates self-certified and/or state certified S/M/WBE business.

FEE PROPOSAL

We have structured our fee proposal as described below (see attached for detailed backup):

Master Plan – \$855,958 NTE (4,778 hours)

Dependent on the notice to proceed, this effort is anticipated to span from 6/1/21 to 12/31/23. Our backup and subconsultant fee proposals are attached to support this buildup of this amount.

Reimbursables - \$33,458

Our proposal includes a total reimbursable allowance to be billed at direct cost. Billing for reimbursables against this allowance will only occur as expenses are incurred.

Contingency - \$80,000

Contingency in this amount has been added to the fee proposal at the direction of the City.

Thank you for the opportunity to work on for this important project for the City of Redmond. We look forward to further conversations about how we can help you create an improved facility that will better advance safety, service and performance, while operating more sustainably and help you to more efficiently provide these essential services to the community you serve. Provided that this proposal is acceptable, we are prepared to move forward with a written notice to proceed and understand that the formal contract execution and authorization will follow.

Sincerely,

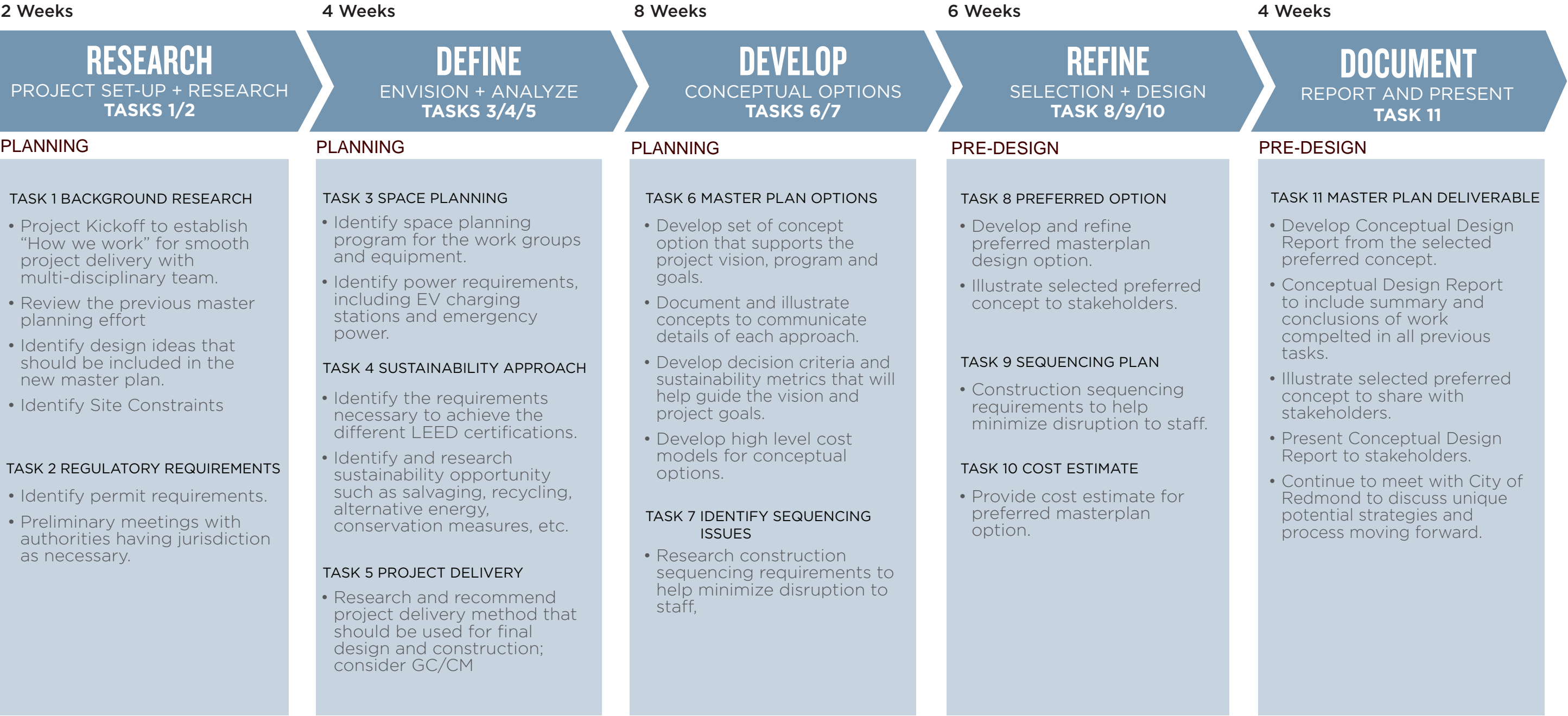
A handwritten signature in black ink, appearing to read "Claire Rennhack".

Claire Rennhack, AIA
The Miller Hull Partnership

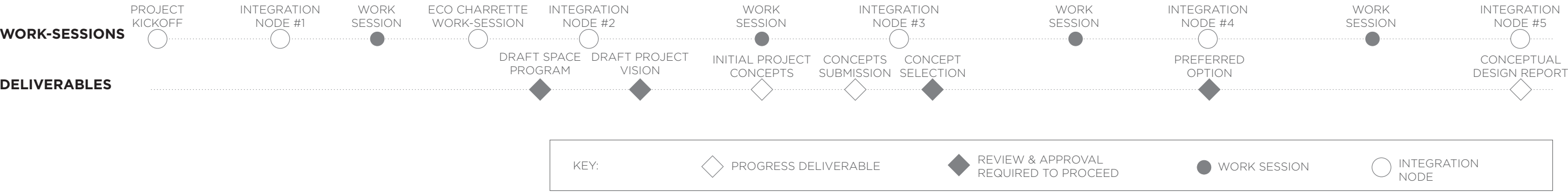
Attachments:

- Schedule Graphic
- Overall Fee Proposal
- Subconsultant Proposals

SCOPE OF WORK
KEY TASKS



SCHEDULE
MILESTONES



Redmond MOC

Masterplan Fee Proposal

May 16, 2023

		PLANNING			PREDESIGN		Labor Total	Reimbursable	TOTAL
		RESEARCH	DEFINE	DEVELOP	REFINE	DOCUMENT			
Role	Firm	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Labor Subtotal	Reimburs. (1.5% Labor)	Labor Subtotal + Reimburs.
		Task 1, 2	Tasks 3, 4, 5	Tasks 6, 7	Tasks 8, 9, 10	Task 11			
Architecture	Miller Hull	\$ 9,692	\$ 52,488	\$ 111,966	\$ 144,360	\$ 44,360	\$ 362,866	\$ 5,443	\$ 368,309
Planning	Stantec	\$ 10,450	\$ 74,626	\$ 73,954	\$ 59,136	\$ 7,278	\$ 225,444	\$ 24,000	\$ 249,444
Mechanical	Sazan *	\$ 3,727	\$ 12,090	\$ 6,980	\$ 13,160	\$ -	\$ 35,957	\$ 539	\$ 36,496
Transportation	Heffron *	\$ 3,462	\$ 5,259	\$ 9,745	\$ 12,564	\$ 782	\$ 31,812	\$ 477	\$ 32,289
Code/Safety	Code Unlimited	\$ 3,055	\$ 1,980	\$ 14,419	\$ 3,549	\$ -	\$ 23,003	\$ 345	\$ 23,348
Civil	Jacobson *	\$ 3,705	\$ 10,584	\$ 10,584	\$ 23,815	\$ 529	\$ 49,217	\$ 738	\$ 49,955
Landscape	Osborn *	\$ 3,870	\$ 7,382	\$ 12,488	\$ 23,246	\$ 1,091	\$ 48,078	\$ 721	\$ 48,799
Structural	Lund Opsahl *	\$ 3,556	\$ 9,393	\$ 12,096	\$ 23,928	\$ 508	\$ 49,481	\$ 742	\$ 50,223
Cost Estimating	JMB *	\$ -	\$ -	\$ 8,600	\$ 21,500	\$ -	\$ 30,100	\$ 452	\$ 30,552
Subtotal		\$ 41,517	\$ 173,802	\$ 260,832	\$ 325,258	\$ 54,548	\$ 855,958	\$ 33,458	\$ 889,416

*Indicates self-certified and/or state certified S/M/WBE business.

Note: Stantec Reimbursables as outlined in their fee proposal. Reimbursables higher than 1.5% of labor due to travel costs.

	Role	Firm	Individual	2023 Career Stage	2023 Negotiated Rate
Miller Hull	Partner in Charge	MH	Scott Wolf	Partner	307.00
	Project Management	MH	Claire Rennhack	Associate	181.00
	Project Architect	MH	Elana Darnell	Architect 5	153.00
	Sustainability	MH	Brie McCarthy	Architect 5	153.00
	Designer	MH	TBD	Architect 3	112.00
	Specifications/QM Lead	MH	Steve Doub	Principal	245.00
	Tech/BIM Support	MH	Chris Grammens	Associate	181.00

Miller Hull Labor																			
Research				Define				Develop				Refine				Present			
Task 1, 2				Task 3, 4, 5				Tasks 6, 7				Task 8, 9, 10				Task 11			
June - July 2023				July - August 2023				August - October 2023				October -- December 2023				December 2023			
2		# of weeks in phase (rounded)		4		# of weeks in phase (rounded)		6		# of weeks in phase (rounded)		8		# of weeks in phase (rounded)		4		# of weeks in phase (rounded)	
Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase		Average Hrs/Week	Estimated Hrs/Phase	Estimated Fee/Phase	
2	4	\$ 1,228		16	64	\$ 19,648		20	120	\$ 36,840		16	128	\$ 39,296		6	24	\$ 7,368	
20	40	\$ 7,240		20	80	\$ 14,480		20	120	\$ 21,720		20	160	\$ 28,960		20	80	\$ 14,480	
2	4	\$ 612		20	80	\$ 12,240		32	192	\$ 29,376		32	256	\$ 39,168		32	128	\$ 19,584	
2	4	\$ 612		10	40	\$ 6,120		16	96	\$ 14,688		20	160	\$ 24,480		2	8	\$ 1,224	
0	0	\$ -		0	0	\$ -		12	72	\$ 8,064		12	96	\$ 10,752		0	0	\$ -	
0	0	\$ -		0	0	\$ -		0.5	3	\$ 735		0.5	4	\$ 980		1	4	\$ 980	
0	0	\$ -		0	0	\$ -		0.5	3	\$ 543		0.5	4	\$ 724		1	4	\$ 724	
26	52	\$ 9,692		66	264	\$ 52,488		101	606	\$ 111,966		101	808	\$ 144,360		62	248	\$ 44,360	
0.7	Average FTE/Phase			1.7	Average FTE/Phase			2.5	Average FTE/Phase			2.5	Average FTE/Phase			1.6	Average FTE/Phase		



Stantec Architecture Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

May 10, 2023

Attention: Claire Shigekawa Rennhack
71 Columbia Street, 6th Floor
Seattle, WA 98104

Dear Claire Shigekawa Rennhack,

Reference: Redmond MOC – Stantec Scope of Work Letter

Stantec's team is committed to providing master plan, design, and coordination services specific to public works vehicle operations and maintenance facilities. The Stantec team focuses on providing efficient site and building layouts to achieve functional and operational clearances for staff and vehicles. Stantec's I team collaborates with the key stakeholders to understand the specific equipment throughout the facility and works closely with various equipment manufacturers for addressing the project-specific needs.

Scope of Work – Basic Services

Task 1 – Background Research

Participate in (1) virtual kick-off meeting with Owner, key stakeholders, and Design Team.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None

Task 2 – Regulatory Requirements

Participate in up to (2) virtual meeting with authorities having jurisdiction, and Design Team to support architectural team for introduce the project and process/submittal requirements.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 3 – Master Plan Program

Develop and distribute programming questionnaires which will be completed by the Client and key stakeholders and are used to encourage initial dialog about the project. Lead programming interviews with key stakeholders to identify functional needs, goals, and objectives for the project.

Tour Owner's existing facilities to gain an understanding of current operations, conditions, and challenges.

Identify Owner's specific requirements for offices, restrooms, lunchrooms, locker areas, vehicle repair bays and associated shops, specialty shops, material storage areas, yard storage areas, vehicle storage areas, employee/visitor parking, and site and building security.

Meeting with stakeholders to discuss electric vehicle transition plan and liquid fuel strategy for master plan.

Owner to provide organization chart(s), existing facility plans, vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type, bulk fluid MSDS and monthly/annual throughput.

Assist Miller-Hull to provide a report that documents the programming process outlines key planning and design issues. The report will be distributed to the Owner, key stakeholders, and Design Team for review. Stantec may provide space need program, adjacency space diagrams and functional space narrative.

Deliverables

- Meeting notes to Miller-Hull
- Space Need Program
- Adjacency space Diagrams
- Functional Space Narrative

Travel

- Up to (4) days with (3) people to participate in Programming meetings with Owners and work groups.

Task 4 – Sustainability Approach

Participate in up to (2) virtual meeting with Owner, Work groups, and Design Team to discuss sustainability options and establish overall sustainability goals for the project.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 5 – Project Delivery

Participate in up to (2) virtual meeting with Owner, Work groups, and Design Team to discuss project delivery method for the MOC project.

Deliverables

- Meeting notes to Miller-Hull

Travel

- None.

Task 6- Master Plan Options

Participate in a design charrette working directly with the Owner and Design Team to develop up to three alternatives for site configuration and conceptual building layouts. Proposed alternatives to meet the requirements established in the previous task. During this process, alternatives will be reviewed with the Owner and key stakeholders. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a preferred Master Plan

Site issues addressed will include:

- Developing circulation patterns for vehicles, materials and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
- Developing ingress and egress routes, which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
- Establishing site area relationships including administration, operations, and maintenance facilities and employee, delivery, and visitor parking.

Deliverables

- Meeting notes to Miller-Hull
- Site plan Graphics.
- Updated Adjacency space Diagrams, if required.
- Updated Functional Space Narrative, if required.

Travel

- Up to (4) days with (3) people to participate in Master Plan workshop with Owners and work groups.

Reference: Redmond MOC – Stantec Scope of Work Letter

Task 9 – Phasing Plan

Assistant Miller-Hull design team to develop phasing plans to demolish all existing buildings on the property, identify temporary workspace during construction period, and relocate equipment, storage, and staff space to new MOC facility.

Deliverables

- Meeting notes to Miller-Hull
- Revised/Update preferred site plan.
- Phasing Plan graphic and schedule
- Temporary facility plans for the preferred master plan option.

Travel

- None

Task 10 – Cost Model

Develop an estimated equipment cost based on similar facility types and sizes. Equipment estimated Cost will be based per building square footage. Equipment budget may be used for initial cost estimate. if required, tracked throughout the project.

Deliverables

- Meeting notes to Miller-Hull.
- Initial Cost Estimate per building square footage, if required.

Travel

- None

Task 11 Master Plan Report

Assistant design team to develop Master Plan Report based on the selected preferred site concept and phasing plans. The report will be distributed to the Owner, key stakeholders, and Design Team for review.

Deliverables

- Draft Master Plan report
- City of Redmond MOC Master Plan Final Report

Reference: Redmond MOC – Stantec Scope of Work Letter

Travel

- Up to (2) days with (1) people to participate in Final Master Plan presentation to Owners and work groups.

Scope of Work – Optional Services (not included in Fee Proposal)

Existing Equipment Inventory

Participate in an existing site and facility tour with the Owner to discuss and identify industrial equipment to be relocated. Document up to 100 existing industrial equipment items to be relocated such as vehicle lifts, cranes, fluid distribution systems, vehicle exhaust equipment, etc. Existing inventory will document equipment manufacturer, model, dimensions, clearance requirements, structural requirements, and mechanical, plumbing, and electrical connections.

Assumptions

Below is a list of assumptions Stantec's team has assumed for this project. Changes to these Assumptions may affect Stantec's Scope of Work and Fee proposal.

- Project construction budget is \$70M – \$80M (USD).
- Design tasks are scheduled 6 Months (July-December 2023).
- Revit model(s), Auto-Cad, Excel, and Word files will not be submitted to or shared with Owner.

Exclusions

The following list of Exclusions is not included in the Scope of Work and Fee Proposal prepared by Stantec's team. Some Exclusions may be considered and negotiated for an additional fee.

- Existing equipment inventory
- Signing and stamping drawings and specifications to be used for bidding and construction.
- Mechanical building design and engineering (such as HVAC).
- Plumbing building design and engineering.
- Electrical and low-voltage (data, communication, security) engineering and design.
- Seismic anchoring calculations and details shall be provided by Structural Engineer or be designated as delegated design.
- Emergency/Back-up power generator selection and specification.
- Electric vehicle charging infrastructure and design.
- Life cycle cost analysis.
- Site and building renderings.
- Internal value engineering shall be performed by the Stantec team throughout the project. Participation in external, third-party value engineering workshop shall not be performed.

Reference: Redmond MOC – Stantec Scope of Work Letter

- Fuel system design and engineering (storage tanks, monitoring systems, pumps, dispensers).
- Revit model and Revit families for equipment layout drawings.
- LEED design or assistance (including ENVISION) as this effort will not be impacted by Industrial Equipment.
- Energy modelling will be performed by other project team members or a third party.
- Building systems and industrial equipment testing and commissioning.
- Central distribution for specialty industrial gas systems.
- Building code analysis.
- Locating, coordinating, selecting and specifying emergency eye wash / shower stations.

Needs from Owner

Below is a list of Stantec's team needs from the Owner. Additional documents may be requested as needed.

- Organization chart(s)
- Existing site and building drawings
- Vehicle/fleet information such as vehicle type, make and model, wheelbase(s), fuel type
- Bulk fluid MSDS and monthly/annual throughput

Reference: Redmond MOC – Stantec Scope of Work Letter

Fee Proposal

Stantec's fee proposal, including labor, shall be a **time and materials, not to exceed** fee plus expenses.

STANDARD SERVICES	Hours	Total Fees (USD)	Total Expenses (USD)
Labor			
Task 1 Background Research	28	\$ 5,225	\$ 200
Task 2 Regulatory Requirements	28	\$ 5,225	\$ 200
Task 3 Space Planning	346	\$ 62,002	\$ 8,350
Task 4 Sustainability Approach	32	\$ 6,312	\$ 200
Task 5 Project Delivery	32	\$ 6,312	\$ 200
Task 6 Master Plan Options	380	\$ 65,905	\$ 7,100
Task 7 Identify Phasing Issues	40	\$ 8,049	\$ 200
Task 8 Preferred Option	220	\$ 42,448	\$ 4,125
Task 9 Phasing Plan	70	\$ 14,304	\$ 300
Task 10 Cost Estimate	14	\$ 2,384	\$ 100
Task 11 Master Plan Deliverable	42	\$ 7,278	\$ 3,425
Total Standard Services	1,232	\$225,444	\$24,400
Total Standard Services Labor + Expenses			\$249,844

Stantec's project team includes:

- Jared Weismantel | Senior Industrial Architect | 564 hours | \$194/hr
- Yongsam Kim | Industrial Designer | 408 hours | \$111/hr
- Mark Peckover | Electrical (EV) Engineer | 132 hours | \$287/hr
- Reb Guthrie | Fuel Infrastructure | 128 hours | \$257/hr

May 10, 2023
Claire Shigekawa Rennhack
Page 8 of 8

Reference: Redmond MOC – Stantec Scope of Work Letter

Regards,

Stantec Architecture Inc.



Jared Weismantel RA, CDT
Senior Industrial Architect
Phone: 612-712-2156
Jared.Weismantel@stantec.com

If Miller Hull agrees with this proposal, Miller Hull shall authorize Stantec to perform the work by signing and returning a copy of the Professional Services Agreement.

May 15, 2023

Clair Rennhack
MILLER HULL PARTNERSHIP
71 Columbia Street, 6th Floor
Seattle, WA 98104

Project: Redmond MOC – Master Plan

Subject: Professional Services Proposal

Dear Claire:

Thank you for the opportunity to provide you with our proposal to provide MEP support for the reference project. We have made an effort to capture the scope of engineering services for this project.

PROJECT DESCRIPTION

Project Owner

City of Redmond

Project Location

18080 NE 76th St
Redmond, WA 98052

Building / Project Description

The work of this project includes Master Planning to redevelop the City's existing MOC site. While other potential locations may be considered, the working assumption is that all existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel.

BASE SERVICES SUMMARY

Master Planning services to include

A. Mechanical Engineering Services

1. Heating, ventilation, and air conditioning
2. Plumbing

B. Electrical Service and Distribution Systems

C. Fire Protection and Fire Alarm / Detection and Controls Systems

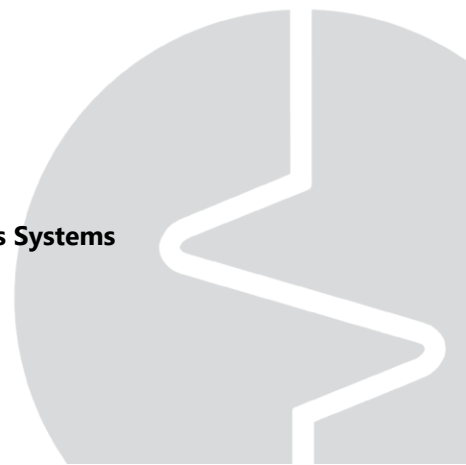
D. Building Technologies Systems

600 Stewart Street
Suite 1400
Seattle, WA 98101
206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, OR 97204
503.416.2400

311 E Veterans Way
Suite 102
Tempe, AZ 85281
480.201.3243

sazan.com



INFORMATION SOURCE

Our understanding of the project is based on:

- A. RFP issued by DES.
- B. Email request for proposal from MHP (Claire Rennhack). The thread started 4/18/2023, with latest email received 4/28/2023.
- C. MHP's draft scope document, dated 4/13/23.

ASSUMPTIONS

- A. Site investigative work is limited and based on readily observable conditions.
- B. We have assumed existing drawings and construction documents are available for our review as one reference for determining future MEP needs.
- C. Master Planning assumes a free and clear site, with no phased construction.
- D. Community outreach is not included in scope.
- E. MEP assessments of alternate sites for the MOC is not part of Sazan's scope, not is evaluation of temporary workspaces during construction of new MOC.
- F. Sazan will not be required to provide cost estimates for MEP systems. Our scope is limited to reviewing cost estimate provided by cost estimator and to provide technical support if requested.
- G. Energy modeling is not included. Sazan will assist MHP in setting realistic energy targets for building energy performance based on energy benchmarks for similar facilities and energy code.
- H. Water balance calculations or site potable water usage estimates are not included.
- I. Sazan's deliverable to be an MEP Narrative Concept narrative developed during the Refine phase, consisting of a written description of basic systems for the Project for incorporation into Master Plan report developed by Miller Hull Partnership.
- J. Sazan overall maximum LOE (hours per task and phase) to be as drafted by MHP, provided as part of the email received from MHP on May 10, 2023.

	RESEARCH	DEFINE	DEVELOP	REFINE	DOCUMENT	Labor Total (Hours)
Firm	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Labor Subtotal
	Task 1, 2	Tasks 3, 4, 5	Tasks 6, 7	Tasks 8, 9, 10	Task 11	
Sazan	16	50	30	58	0	154

PROJECT SCHEDULE

From: June 30, 2023 – December 31, 2023

MEETINGS

Meetings with design team, Owner representative during predesign. Sazan attendees are at Sazan's discretion based on meeting agenda.

- A. Attendance at two (2) Owner Meeting to discuss criteria and programming needs for MEP systems, including EV Charging.
- B. Attend Eco-Charrette.
- C. Attendance at kick-off / site walk.
- D. Attendance at up to six (6) meetings with design team members.
- E. Meeting with cost estimator.

SUBMITTALS

- 1. Draft Narrative for Review
- 2. Final Narrative

FEE

Compensation for the services identified in this proposal shall be on an hourly Not-to-Exceed (NTE) basis based on Săzăn's standard hourly rates.

Project Phase	Hours	Total MEP Engineering FEE
Research	16	\$3,727
Define	50	\$12,090
Develop	30	\$6,980
Refine	58	\$13,160
Document	0	\$0.00
Total Fee (NTE)	154	\$35,957

Săzăn Group's project team include:

Tom Marseille Senior Mechanical Principal	22 Hours	\$364/hr
Fareez Ismail: Senior Mechanical Engineer	23 Hours	\$211/hr
Elmo Acacio Electrical Principal	27 Hours	\$281/hr
Tyler Beam Senior Electrical Engineer	34 Hours	\$197/hr
Joel Davis Consulting Principal	9 Hours	\$274/hr
Phil Roach Designer 4 Plumbing	19 Hours	\$161/hr
Gaurav Mehta Building Perf. Leader	12 Hours	\$201/hr
Jen Giorgio Project Coordinator	8 Hours	\$107.63/hr

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses are in addition to fees listed above and include, but are not limited to: check plots, final plots, copies, shipping, messenger services, electronic transmittal of drawings to contractors to develop shop drawings, and mileage expenses and other travel costs for trips greater than 50 miles away from project site.

Reimbursable Expense: Billed at cost plus 10 percent processing fee.

**Reimbursable Expenses will
not be marked up.**

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding.

This proposal is valid for 90 days from the date first written above. Săzăn Group, Inc. reserves the right to modify or update the proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered Additional Services and will be billed at our standard hourly rates at the time the work is performed. Săzăn Group may decline to perform additional work until authorization is received in writing.

Attached is our General Conditions for Professional Services. If this Proposal and the General Conditions meet with your approval, please sign below, initial the General Conditions, and return to us. By your signature, you acknowledge that you have read the General Conditions and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind Miller Hull Partnership. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Săzăn Group, Inc.



Tom Marseille, P.E., Hon AIA, LEED Fellow
Principal

Miller Hull Partnership: _____ **Date:** _____



General Conditions

These General Conditions are incorporated into and are part of the design services proposal letter from Sazän Group, Inc. ("Sazän") to Miller Hull Partnership, ("Client") dated May 1, 2023 related to the Project identified therein. These General Conditions, and the design services proposal letter, together, are referred to below as "this Agreement". Sazän and Client are sometimes referred to in this Agreement individually as "party" and jointly as "parties".

Compensation

Compensation shall be as proposed in the proposal letter.

Billing and Payment

Sazän will send invoices approximately monthly covering services performed and costs incurred during the preceding period. Payment is due within thirty days of receipt of each invoice. If Client fails to pay within forty-five days of receipt of an invoice, Sazän may, at its option: terminate this Agreement for default; and/or charge interest at the rate of twelve percent per annum on all amounts unpaid more than thirty days after receipt of the invoice; and/or suspend performance until all payments, including any accrued interest, have been brought current and the parties have agreed to appropriate changes to the schedule and/or compensation. In the event of a suspension under this provision, Sazän shall not be liable for any costs or damages incurred as a result of delays or interruptions to the progress of the Project.

Client-Furnished Information

Sazän is entitled to rely upon the completeness and accuracy of information and documents furnished by Client and Client's consultants.

Instruments of Service

Plans, specifications and other materials prepared by Sazän are instruments of service intended for use only on the Project that is the subject of this Agreement and shall remain the property of Sazän. Any use of the instruments of service on a different project or on this Project following a termination of Sazän's services when Sazän is not in default shall be at Client's sole risk and without liability on the part of Sazän or its directors, principals, employees or consultants. Sazän shall not be obligated to provide electronic versions of any of the instruments of service except upon arrangements to which the parties may mutually agree at a later date.

Plans, specifications and other materials prepared by Sazän are instruments of service intended for use only on the Project that is the subject of this Agreement. Sazän shall assign to the Owner, without reservation, all copyrights to all project related documents, models, computer drawings and other electronic expression, only as related to this Project. Sazän shall obtain a written assignment of copyrights from the design consultants in terms identical to those that obligate the architect to the owner as expressed herein, which copyrights the architect hereby assigns to the Owner. The Owner, in turn, hereby grants to Sazän a nonexclusive license to reproduce the documents for the purposes relating directly to the Sazän's performance of this Project, for Sazän's archival record, and for Sazän's reproduction of drawings and photographs in their marketing materials, provided that the contents of those materials are approved by the Owner prior to publication. No other project related documents may be reproduced for any other purpose without the express written permission of the Owner.

Any use of the instruments of service on a different project or on this Project following a termination of Sazän's services when Sazän is not in default shall be at Client's sole risk and without liability on the part of Sazän or its directors, principals, employees or consultants.

Construction Cost Projections

Client recognizes that Sazän has no control over the cost of or availability of labor, equipment or materials, over market conditions or over prospective contractors' methods of pricing. Any opinions

600 Stewart Street
Suite 1400
Seattle, WA 98101
206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, OR 97204
503.416.2400

311 E Veterans Way
Suite 102
Tempe, AZ 85281
480.201.3243

sazän.com

of probable construction costs provided by Săzăn are offered only for purposes of general guidance and are made on the basis of Săzăn's judgment as a professional familiar with the industry. Săzăn makes no warranty or representation that bids or proposals from contractors will not vary from any opinions of probable construction costs provided by Săzăn.

Construction

Săzăn shall not be responsible for any failure on the part of the contractor(s) to construct in accordance with the plans and specifications or applicable codes or standards. Săzăn shall not be responsible for construction means, methods, techniques, sequences or procedures or for jobsite safety or safety programs in connection with the construction.

Assignment

Neither party may, either during performance or after performance or termination, assign this Agreement or any rights or liabilities arising under it or related to it without the written consent of the non-assigning party, which consent may be withheld for any reason or in the non-assigning party's discretion. There are no third party beneficiaries of this Agreement.

Termination

This Agreement may be terminated by either party upon seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of a termination for a reason other than Săzăn's default, Client shall compensate Săzăn for all services performed and reimbursable expenses incurred up to the point of termination within fifteen days of the effective date of the termination.

Dispute Resolution

Any dispute that arises under or related to this Agreement, or the breach or alleged breach of this Agreement, that cannot be resolved by direct discussions between the parties shall be submitted to non-binding mediation. Unless the parties subsequently agree otherwise, the mediation shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules. Neither party may commence arbitration on any claim that has not first been considered in mediation. Any dispute that has not been resolved after being considered in mediation shall be resolved by binding arbitration. Unless the parties subsequently agree otherwise in writing, the arbitration shall be conducted in Seattle by the American Arbitration Association acting under its Construction Industry Arbitration Rules, provide, however, that there shall be a single arbitrator regardless of the amount in dispute. The arbitrator's decision shall be final and binding. No arbitration between the parties shall be consolidated with any other proceeding involving any third parties or entities, and no other person or entity shall be made a party to any such arbitration without the consent of both parties to this Agreement. The foregoing mandatory procedures shall not preclude Săzăn from recording a lien and/or commencing an action in Superior Court to foreclose a lien in advance of mediation and/or arbitration to comply with statutory time limitations.

Waiver of Subrogation

The Client waives all claims for damages against Săzăn to the extent such damages are covered by insurance carried by or for the benefit of Client. Săzăn waives all claims for damages against Client to the extent such damages are covered by insurance carried by or for the benefit of Săzăn. The foregoing waivers shall not apply to the extent, if any, that they impair coverage under the subject insurance policy or policies.

Consequential Damages / Claims Against Individuals

The parties waive all claims for consequential damages against each other. Each party waives all claims for damages against the other party's members, shareholders, officers, directors and employees; provided, however, that this waiver shall not apply to protect any individual's intentionally wrongful act.

Time Limit

Any claim or cause of action between the parties arising under or related to this Agreement, or the breach or alleged breach of this Agreement, shall be forever barred if litigation concerning the claim or cause of action is not commenced within three years of Săzăn's last performance of services under this Agreement.

Risk Allocation

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that Client may recover against Săzăn (together with its principals and employees) to the amount of proceeds available under the liability insurance policy that covers the claim at the time the claim is finally resolved. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, indemnity, contribution, breach of contract, breach of expressed or implied warranty and strict liability. If the Project is residential condominiums, the amount that may be recovered against Săzăn (together with its principals and employees) shall be limited to the lesser of (1) the amount of proceeds available under the liability policy that covers the claim at the time the claim is finally resolved, or (2) the amount of compensation paid to Săzăn for its services pursuant to this Agreement.

Limit of Liability

As of the date of this contract, Săzăn Group carries limited professional liability insurance inclusive of attorney fees and expenses. Additional professional liability insurance beyond the basic coverage can be provided to the Client if the Client wishes and agrees to compensate Săzăn Group for the amount of additional premiums. If such additional coverage is requested, the Client shall notify Săzăn Group in writing concurrent with the signing of this agreement.

If such additional coverage is not requested by the Client and appropriate increased compensation is not made to Săzăn Group, the Client agrees to indemnify and hold harmless Săzăn Group and limit their liability to the Client, his/her heirs and /or assigns, and to all construction contractors and subcontractors on the project, for any costs, expenses or liabilities arising from any disputes, claims or third party claims, due to any acts, errors, or omissions, such that the aggregate liability shall not exceed the basic coverage.

Entire Agreement

This Agreement states all terms of the agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous representations, negotiations, commitments and agreements respecting its subject matter. This Agreement shall not be modified or amended except by way of an instrument signed by both parties.

Additional Services

When requested by the Client, Săzăn Group will provide Additional Services which are those services not included in the scope described under Basic Services. Compensation for Additional Services shall be at the hourly rates described in the agreement unless agreed otherwise.

Ownership of Documents

Project records, design concepts, drawings and specifications, including electronic CADD data, are instruments of the Săzăn Group's service and shall remain the property of the Săzăn Group, whether the project for which they are made is completed or not. They are not to be used, sold or transferred by the Client on this or other projects or extensions thereof except by written agreement between Client and Săzăn Group, and with appropriate compensation to the Săzăn Group. The Client may, however, retain copies of these documents for the purpose of records and reference only.

Litigation and/or Collection

In the event either party to the Agreement is required to refer this matter to an attorney and/or initiate or defend litigation against the other party arising out of or relating to this Agreement, or the services to

be performed hereunder, then the prevailing party in such litigation shall, in addition to other remedies, be entitled to reasonable attorneys' fees, including recovery costs and attorneys' fees on any appeal.

Hazardous Materials and Pollution

Săzăn Group is not suited to provide and has not been retained to provide any services related to hazardous materials or pollution. Săzăn Group assumes no knowledge or liability in connection with the presence, handling, or removal of asbestos, pollutants, mold, mildew or other hazardous materials or waste. The Client shall retain an expert consultant to deal with those conditions and exposures should they arise. Recognizing this limit on the Săzăn Group's services, the Client agrees to indemnify and hold harmless Săzăn Group against any costs, expenses, or liabilities arising from any disputes, claims, or third party claims purportedly, or in fact, caused by exposure to asbestos or other discharge, dispersal, release or escape of pollutants or other hazardous materials or waste relating to this project.



MEMORANDUM

Date: May 17, 2023

To: Claire Rennhack, Miller Hull Partnership LLP

From: Marni C. Heffron, Heffron Transportation

RE: **Redmond Maintenance and Operations Center (MOC)**
Scope of Work and Budget for Transportation Support

Heffron Transportation, Inc. (HTI) will provide transportation analysis and support for the Redmond MOC project. This effort is proposed to include the following tasks, which are associated with the overall project scope of work:

Task 1 – Background Research – HTI will review the site layouts and near-site transportation system, and work with City of Redmond staff to determine and collect traffic volume data for near-site roadways. HTI will not commission any new counts for this effort, but could compile new data if collected by the City.

Task 2 – Regulatory Requirements – HTI will review and provide input related to code requirements for on-site parking as well as SEPA-requirements for transportation analysis.

Task 3 – Master Plan Program – HTI will perform an on-site survey of vehicle parking needs at the existing facility, documenting existing parking supply as well as the types of vehicles parked (e.g., passenger vehicles, light-duty trucks, specialty equipment). HTI will work with the team and City to determine how fleet sizes may increase in the future, and estimate the future parking needs for employees, fleet vehicles, and equipment.

Task 4 – Sustainability Approach – HTI will provide input about sustainable transportation measures.

Task 5 – Project Delivery – No HTI work for this task.

Task 6 – Master Plan Options - HTI will work with the team to evaluate options, and determine optimal site access and on-site circulation for each Master Plan Option..

Task 7 – Phasing Challenges – HTI will review potential off-site locations where the MOC would be temporarily housing during construction on the existing site. This will be limited to information about on-site parking, staging needs, and site access.

Task 8 – Preferred Option – HTI will help refine the preferred option, including site access and circulation.

Task 9 – Cost Model – HTI will provide input related to the phasing plan.

Task 10 – Project Delivery – No HTI work for this task.

Task 11 – Master Plan Deliverable – HTI will provide summary text related to the MOC's access, parking, staging, and on-site circulation.

Redmond MOC - LOE for Heffron Transportation

Budget Estimate

5/10/2023

Note: Increased hours to reflect additional site functions and vehicle staging/storage needs

Task	Key Staff			Cost	Direct Expenses *	Cost
	Principal	Sr. Transp. Engineer	Planner			
1. Background Research	2	6		\$1,731		
2. Regulatory Requirements	2	6		\$1,731		
3. Master Plan Program	4	16	8	\$4,868		
4. Sustainability Approach		2		\$391		
5. Project Delivery				\$0		
6. Master Plan Options	8	20	24	\$8,014	\$82	
7. Phasing Challenges	2	6		\$1,731		
8. Preferred Option	8	38		\$9,660		
9. Phasing Plan	2	12	0	\$2,904		
10. Cost Model				\$0		
11. Master Plan Deliverable		4		\$782		
Total Hours	28	110	32			
Billing Rates	\$279.18	\$195.44	\$78.01			
Total - All Tasks	\$7,817	\$21,498	\$2,496	\$31,812	\$82	\$31,893

* Direct expenses include mileage associated with a site visit.

May 15, 2023

Proposal ID: Miller Hull / P27-006A / City of Redmond Maintenance and Operation Center

Scott Wolf, Partner
The Miller Hull Partnership, LLP
71 Columbia Street - 6th Floor.
Seattle, WA 98104

Re: Master Planning Maintenance and Operation Center Fee Proposal

Dear Scott Wolf,

We appreciate this opportunity to provide code consulting services to Miller Hull. The scope of services covered under this proposal includes those requested by you via email on April 18, 2023.

P R O J E C T O V E R V I E W

The maintenance and operations center is a redevelopment project in Redmond, WA. It will be under the jurisdictional review of the City of Redmond.

This project will redevelop the City's existing MOC site. All existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel. The new MOC will be a facility that is practical, functional, efficient, safe, and adaptable. The existing site consists of 14 structures that are spread throughout the parcel, and which provide workspace and storage for the following maintenance groups: Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet. Approximately 110 City staff members and over 200 City and personal vehicles occupy the site daily. In addition, heavy equipment (trailers, plows, backhoes, mowers, etc.) is parked on site. The redevelopment of this site will require careful planning that addresses the needs of the staff and is designed in a way that construction can be completed efficiently.

Code Unlimited has been asked to provide support to Miller Hull for code compliance requirements for the site and building program areas for maintenance and operations center.

This project will be Sections as follows:

160-170

Section I – Research,

Section II – Define,

Section III – Develop,

Section IV – Refine,

Appendix of the personnel labor rates for each task is attached.

A P P L I C A B L E C O D E S

The review will be based on the following codes and standards:

- These will be determined based on proposed future permit submittal date.

S C O P E A N D D E L I V E R A B L E S

The scope of services includes the following:

Section I: Research

- a. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths related to master planning Questions may be addressed in written format for clarity.

Section II: Define

- b. Attend one (1) meeting with the stakeholders as needed.

Section III: Develop

- a. Provide one (1) review of master planning drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- b. Attend one (1) meeting with the design team to review drawing mark-ups and identify key issues related to the master planning.
- c. Provide one (1) review of hazardous materials quantities and locations and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiency, concern, or need for verification.
- d. Attend one (1) meeting with the design team to review drawing mark-ups and identify key issues related to Hazmat.
- e. Provide one (1) Accessibility review of drawings and provide mark-ups on the drawings in PDF format indicating code clarifications and areas of deficiencies, concern, or need for verification.
- f. Attend one (1) meeting with the stakeholders as needed to review drawing mark-ups.

Section IV: Refine

- g. Provide up to five (5) hours of addressing questions from the design team, including time for research and discussion on potential strategies for topics related to the Security consulting. Questions may be addressed in written format for clarity.
- h. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths related to the accessibility. Questions may be addressed in written format for clarity.
- i. Provide up to two (2) hours of addressing questions from the design team, including time for research and discussion on potential strategies for alternate compliance paths

regarding hazardous material evaluation (Regulatory requirements). Questions may be addressed in written format for clarity.

The scope of services is based on the following client responsibilities being met:

1. Client is responsible for providing architectural and engineering design services, including up to date project schedule, meeting notes, deliverables, and all pertinent project information. If this information is not provided, additional effort and fee may be incurred.
2. Existing buildings are legally permitted structures without any non-compliant conditions (except for those identified prior to us preparing this proposal). Effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
3. There are no deficiencies in the buildings that will require existing systems to be upgraded (except for those identified prior to us preparing this proposal). Effort required to evaluate and address such conditions shall be additional and compensated at T&M rates included in this proposal.
4. Fire & Life Safety review will include accessible means of egress per Chapter 10 and scoping of accessible areas per Sections 1101 through 1105. Accessibility review is not included and can be provided as an additional service upon request.

A S S U M P T I O N S A N D E X C L U S I O N S

- A. Alternate Means and Methods Requests if required, are not included and can be provided as an additional service. This additional service includes strategizing alternate compliance paths AND prescriptive code interpretations, whether formally submitted or not.
- B. Permit and meeting fees with the Authority Having Jurisdiction are not included. If required, they will be billed as an additional reimbursable expense.
- C. Travel is not included in this proposal. Employee travel time will be billed on an hourly rate plus applicable reimbursable expenses. Reimbursable expenses for travel including mileage, food, lodging, airfare, and car rental will be billed at actual cost.
- D. Changes to scheduled site visits will incur travel related expenses in addition to the approved contract amount.
- E. Any other reimbursable expenses, such as large format scanning and postage, will be billed at cost as an additional reimbursable expense.
- F. If the project scope deviates from what is included in this proposal, additional scope may be authorized by written documentation of consent on a time and materials (T&M) basis or a new proposal may be requested for approval.
- G. Additional work for review of out of sequence work, or prolonged interruption of work, is not included and can be provided as an additional service.
- H. Credit card transactions are accepted with a 3.75% processing fee.
- I. Wire transfer fees will be billed at cost as an additional reimbursable expense.

P R E L I M I N A R Y L A B O R H O U R S E S T I M A T E

We will provide these services for **108 consultant labor hours**. We will provide these services for a Fixed Fee cost of **\$23,003.00**; fees do not include reimbursable expenses and are only valid for 180 days from the issuance of the proposal.

Code Consulting Services	Hours	Fees
Section I: Research	14	\$3,055.00
Section II: Define	8	\$1,980.00
Section III: Develop	70	\$14,419.00
Section IV: Refine	16	\$3,549.00
TOTAL	\$ 108.00	\$23,003.00

Thank you for the opportunity to submit a proposal for this project. We look forward to your acceptance. Please send us a purchase order or sign below to authorize us to proceed. Should you have any questions or concerns, please do not hesitate to contact the Project Manager, Asawari Thuse, at asawari.thuse@jensenhughes.com or 206.388.4501.

Warm regards,



Samir Mokashi

Principal / Code Analyst

samir.mokashi@jensenhughes.com

Signature

Date

CONSULTING AGREEMENT

COMPENSATION

Invoices are due and payable net thirty (30) days, and interest shall accrue at the rate of one and one-half percent (1.50%) per month from the date due. Failure to pay any invoice within the time required shall constitute a material breach of this Agreement. Client will not provide any benefits to Consultant. Credit card transactions are accepted with a 3.75% processing fee.

RELATIONSHIP

Independent Contractor. Consultant will be an independent contractor of Client.

Licenses. Consultant represents to Client that Consultant is not a licensed architect/engineer and is not providing architectural/engineering services as defined by any local, state, or federal agency. Client will be solely responsible for hiring a licensed architect/engineer for such services where necessary.

LIMITED WARRANTY

Warranty. Consultant warrants to Client that the Services will be performed by qualified personnel in a professional manner.

Disclaimer of Warranties. Except for the express warranties in this Agreement, Consultant expressly disclaims all warranties with respect to the Services, express and implied, including but not limited to any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade.

LIMITATION OF LIABILITY

Consultant's aggregate monetary liability to Client for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that Client has paid to Consultant for the Services during the 12-month period before the cause of action accrued. Consultant will not be liable to Client under any cause of action, whether in contract, tort, or otherwise, for any indirect, special, incidental, consequential, or punitive damages, even if Consultant has been advised of the possibility of such damages. Consultant's price for the Services and Consultant's obligations under this Agreement are consideration for limiting Consultant's liability to Client.

TERMINATION

This Agreement will terminate upon the earliest to occur of the following:

- (a) upon the written agreement of the parties; or
- (b) upon thirty (30) days' written notice by either party; or
- (c) upon notice by Consultant to Client, if Client materially breaches this Agreement and fails to cure the breach within five (5) days after Consultant notifies Client of the breach in writing.

GENERAL

No Assignment. Neither party may assign any right or obligation under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in its sole discretion.

Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

Mediation and Arbitration. Owner and Consultant agree to submit all disputes and claims that arise out of or that relate to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement to a non-binding mediation jointly selected by Owner and Consultant prior to initiating demand for Arbitration. In the event of any such dispute or claim, the parties agree to mediate the dispute or claim with 30 days of written notice to Owner or Consultant of such claim or dispute. The parties shall mutually agree upon the mediator, and the parties shall bear one-half of the cost of the mediation and shall bear the cost of their own attorney fees. In the event the parties cannot mutually agree upon a mediator, then the parties agree to request the Arbitration Service of Portland, Inc. ("ASP") to assign such mediator.

All disputes and claims not resolved by mediation shall be submitted for arbitration with ASP, and shall be resolved by a single arbitrator assigned by ASP. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. The parties shall bear one-half of the cost of the arbitration. The prevailing party shall be entitled to an award of reasonable attorney fees and costs, including the cost of the arbitration.



PROPOSAL FOR LIMITED SERVICES

Civil Site Development Engineering

TO The Miller Hull Partnership
Claire Shigekawa Rennhack

PROJECT Redmond MOC Master Plan

DATE May 15, 2023

Our knowledge of the project is as follows, and this proposal reflects the scope of services and compensation.

PROJECT OVERVIEW

This project will provide a master plan for redevelopment of the City's existing Public Works Maintenance and Operations Center (MOC). All existing site improvements will be demolished, and a new facility will be constructed within the constraints of the 9-acre parcel. The goal of the new MOC will be a facility that is practical, functional, efficient, safe, and adaptable. The existing site consists of 14 structures that are spread throughout the parcel which provide workspace and storage for the following maintenance groups: Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet. Approximately 110 City staff members and over 200 City and personal vehicles occupy the site daily. In addition, heavy equipment (trailers, plows, backhoes, mowers, etc.) are parked on site.

160-170

The redevelopment of this site will require careful planning that addresses the needs of the staff and is designed in a way that construction can be completed efficiently. This project will develop a Master Plan that identifies the best use of the property, including building utilization and capacities, need for additional buildings, potential energy efficiencies, etc. The Master Plan is intended to produce a site development concept that will meet the needs of the City for an extended period of time (~50 years). The team will consider and develop a strategy to provide appropriate employee work areas as well as covered and uncovered vehicle and equipment storage. The plan will also consider site development and how it affects customer service, including customer site access and safety, infrastructure, vehicular flow and parking, and site security. The plan shall include sustainability elements such as salvaging, recycling, alternative energy, conservation measures, etc.

Scope of Services

The entire master planning process will be approximately 6-months in duration and include phases consisting of research, project definition, master plan development, master plan refinement, and final documentation. Project scopes in each phase of the master planning process are listed below:

- Site Research:
 - Parcel research
 - Anticipated regulatory requirement research



- **Project Definition:**
 - Site/Space Planning
 - Sustainability
- **Master Plan Development**
 - Master plan options development
 - Identify phasing Issues
- **Master Plan Refinement**
 - Preferred option development
 - Phasing plans
 - Cost estimating
- **Documentation**
 - Preparation of master plan final documentation

Proposed Fee

We will bill at our hourly rates up to a maximum of \$49,217. We've provided the fee breakdown and hourly rates in a separate consultant fee compensation spreadsheet that includes a total of 372 hours for this project across Phase 1 (research) through Phase 5 (documentation):

Phase	Research	Define	Develop	Refine	Document	Total Hours	Total Max Fee
Phase Duration	2-Weeks	4-Weeks	8-Weeks	6-Weeks	4-Weeks		
Anticipated Max Hourly Distribution:							
Principal (\$166.50/Hour)	14	40	40	90	2	186	
Senior Project Manager (\$98.11/Hour)	14	40	40	90	2	186	
Anticipated Maximum Fee Per Phase	\$3,705	\$10,584	\$10,584	\$23,815	\$529		\$49,217

If we approach exceeding this fee provided, we will provide an additional service request documentation. If the scope of the project changes or the duration of the project increases beyond what is described above, additional fees may be required.



TERMS AND CONDITIONS

We look forward to the opportunity of providing our services to work with the City of Redmond and The Miller Hull Partnership, to support their efforts in creating a practical, functional, efficient, safe, and adaptable MOC. The design scope and project description are described above, and the attached Schedule of Terms completes this agreement. If you have questions, feel free to contact me at your convenience by email at alan@jacobsonengineers.com or by phone at [206.399.6233](tel:206.399.6233). Please sign this proposal and return a copy so that we can begin our efforts. If directed to begin our efforts before a signed copy is received, the terms of this agreement are understood to be enforce.

A handwritten signature in black ink, appearing to read 'A. Alan Jacobson', is written over a horizontal orange line.

JACOBSON CONSULTING ENGINEERS

Alan Jacobson, PE, Principal

for The Miller Hull Partnership Date

Schedule of Terms

All proposals by Jacobson Consulting Engineers, LLC (“Jacobson Consulting Engineers”) are subject to the following terms unless expressly noted otherwise in the accompanying proposal. Any alteration or deviation from the scope of services set out in the proposal will only be performed upon a written order for the same, signed by both parties. Authorization for Jacobson Consulting Engineers to proceed constitutes agreement to these terms and conditions.

1. **Modified Hourly Charges for Personnel Based on Consultant Fee Computation Worksheet during Master Plan Phase Only**

Personnel will be charged at the following rates when hourly billing is applicable:

\$166	Principal	\$78	CAD Manager
98	Senior Project Manager	35	Technician IV
93	Project Engineer I	48	Administration
56	Project Engineer II		
52	Engineer II		
40	Intern		

These rates are subject to annual increases, which typically take place in January of each year. Excluded from these rates is work outside the scope of the accompanying proposal, including additional or extra services, expert witness testimony, litigation, or negotiating claims settlements.

2. **Reimbursable Expenses** Reimbursable Expenses will not be marked up.

2.1 Any out-of-pocket costs incurred by Jacobson Consulting Engineers will be charged at ~~1.1 x cost~~. Reimbursable expenses include but are not limited to, travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.

3. **Billing**

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date we deliver our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys’ fees and any other costs incurred by Jacobson Consulting Engineers in collecting delinquent accounts shall be paid by the Client.
- 3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, Jacobson Consulting Engineers may suspend performance of services upon five (5) calendar days’ notice to the Client. Jacobson Consulting Engineers shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. When work is resumed, Jacobson Consulting Engineers shall be compensated as an additional service for expenses incurred in the interruption and resumption of Jacobson Consulting Engineers’ services. Jacobson Consulting Engineers’ fees for the remaining services and the time schedule shall be equitably adjusted.

4. Dispute Resolution

- 4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Jacobson Consulting Engineers agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 4.2 Should the dispute not be resolved by nonbinding mediation, it shall be litigated. This Agreement shall be governed by the laws of the State of Washington and the venue shall be the Norm Maleng Regional Justice Center in Kent, King County, WA. The parties consent to such jurisdiction for all purposes (both personal and subject matter). If any claims in a dispute raised by the Client involve allegations of negligence or the breach of the standard of care, thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to Jacobson Consulting Engineers a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing such services under similar circumstances. The provision of such written certification is a condition precedent to initiating any legal proceeding or action against Jacobson Consulting Engineers alleging or relating to negligence or a breach of the standard of care.
- 4.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, as that term is defined in RCW 4.16.310, for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final invoice for payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 7.1, upon the date Jacobson Consulting Engineers terminates services on the Project.

5. Provision of Services

- 5.1 Jacobson Consulting Engineers will provide services under standards and conditions generally accepted by professionals in the field and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty or representation, either expressed or implied, is included or intended in Jacobson Consulting Engineers' proposals, contracts, plans and specifications, or reports.
- 5.2 Services shall be provided based only upon the Scope of Services described or by any additional proposals provided in writing and signed by both parties. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded.

6. Limitation of Liability

- 6.1 Jacobson Consulting Engineers, its principals, members, directors, officers, agents, employees, successors and assigns shall not be liable for loss or damage occasioned by delays beyond its control, or for any special, consequential, incidental, punitive or indirect damages such as loss of earnings or loss of use suffered by Client or others. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought. No principal or employee of Jacobson Consulting Engineers shall incur any personal liability to any other party, for an act, error or omission related to this agreement.
- 6.2 The Client agrees that Jacobson Consulting Engineers total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this

agreement from any cause or causes shall be satisfied solely out of the insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

7. Insurance

- 7.1 Notwithstanding any other provision in this Agreement, or indemnifications provided, nothing shall be construed so as to void, adversely affect or in any way impair any insurance coverage held by either party to this Agreement.
- 7.2 Jacobson Consulting Engineers shall procure Professional Liability Insurance in such amounts and covering such risks as the Company and the Subsidiaries reasonably believe are adequate for the conduct of their business and as is customary for companies of similar size engaged in similar businesses in similar industries. Any specific amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Jacobson Consulting Engineers.

8. Termination

Either party may terminate this agreement upon written notice if the other party fails to perform any material obligation under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.

9. Verification of Existing Conditions

- 9.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Jacobson Consulting Engineers shall not be liable for any costs or damages incurred by any person or entity resulting from concealed or unknown conditions. Client shall require contractor to be responsible for verifying all utility locations prior any excavation.
- 9.2 In addition, Jacobson Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

10. Opinion of Probable Costs

Jacobson Consulting Engineers will not provide opinions of probable costs for this project.

11. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

12. Site Safety

As part of its scope of work, Jacobson Consulting Engineers may perform construction phase services. Jacobson Consulting Engineers however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Jacobson Consulting Engineers be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

13. No Third-Party Beneficiary

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Jacobson Consulting Engineers. Neither Jacobson Consulting Engineers' administration of the contract between the Client and the contractor, nor any acts by Jacobson Consulting Engineers in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

14. Entire Agreement

This Agreement represents the entire and integrated agreement between Client and Jacobson Consulting Engineers and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Jacobson Consulting Engineers.

SCOPE OF WORK

Project:	Redmond MOC Master Plan
Prime Consultant:	The Miller Hull Partnership, LLP Scott Wolf, Principal, swolf@millerhull.com Claire Rennhack, Associate, crennhack@millerhull.com 206.254.2029
OCI Project Number:	10-230019

SUMMARY

This project will create a Master Plan for the redevelopment of the City of Redmond's existing 9-acre Maintenance and Operation Center (MOC) located at 18080 NE 76th Steet, Redmond, WA 98052. All existing site improvements will be demolished, and a new facility constructed for Parks, Facilities, Signals, Streets, Water, Wastewater, Stormwater, and Fleet departments. The landscape architectural components of the Master Plan will include site programming; analysis of access to and within the site by pedestrians, cars, trucks, and other modes; analysis of options for sustainability for the site, including identification of potential LEED points related to site; study and analysis of hardscape, vegetation and existing trees, parking, deliveries, storage, departmental functions on site and the relationship of these elements with proposed building alternatives; development with the Design Team of a Preferred Master Plan option and preparation of a final illustrative Master Plan document to be provided to the City.

We understand the estimated construction cost for the overall project to be \$70-\$80 million, with construction occurring 2026-2028. The Master Plan effort schedule is approximately June 2023 – February 2024, with anticipated final approval of the Master Plan by the City to occur by April 2024. This Scope of Work is based on email correspondence with the Prime Consultant on April 18, 2023.

GENERAL ASSUMPTIONS

- The Consultant will provide grading studies (hand drawn or rough ACAD) to the Civil Engineer for coordination and final grading studies for the Master Plan will be provided by the Civil Engineer.
- The Consultant will provide studies for parking and vehicular access for coordination with the Civil Engineer and final vehicular-related pavement extents will be provided by the Civil Engineer.

EXCLUSIONS

- Arborist services.
- Vehicular turning studies.
- Special meetings or presentations beyond the meetings scoped below.
- Graphics and/or presentations beyond those scoped below.
- Irrigation design.
- Permit submittals.
- Community Outreach.

MASTER PLAN

TASKS:

- Conduct background research for familiarization with site, surrounds, demographics, site uses, neighborhood and natural character and other elements that will inform the Master Plan.
- Conduct regulatory requirements research to compile and analyze relative code that will apply to this project. Submittals for permits is excluded.
- Participate in Space Planning
 - Attend up to four one-hour meetings with Design Team and Client to develop spatial program for the site.
 - Prepare diagrammatic hand-drawn sketches for the site program.
- Participate in development of LEED-based sustainability approach for the site:
 - Attend one two-hour sustainability charette.
 - Prepare summary of potential LEED points available to the project for Site elements. Calculations for irrigation water savings and shade coverage are excluded.
- Develop Site Options in relation to the arrangement of uses and facilities on site.
 - Attend up to four one-hour meetings with the Design Team.
 - Provide up to three schematic level hand-drawn or Bluebeam markup plan studies for master plan site options.
 - Begin development of ACAD site landscape base file.
- Identify Phasing Issues
 - Prepare written comments on phasing related to site and hand or Bluebeam sketch of potential site phasing areas.
- Develop Preferred Site Option
 - Attend up to five one-hour meetings with the Design Team.
 - Provide updated ACAD site landscape base file.
 - Provide one Master Plan Site Option in ACAD and PDF format for inclusion in the overall Master Plan.
 - Provide up to 20 hours of plan graphic support to render the site plan to be incorporated into the Architect's Master Plan illustrative.
- Phasing Plan
 - Attend up to two one-hour meetings with the Design Team.
 - Provide hand-drawn studies, Bluebeam markup plans, and updated ACAD site landscape base to illustrate site phasing opportunities.
 - Provide text and Bluebeam markup drawing to describe site phasing opportunities for inclusion in the Master Plan submittal.
- Develop Cost Estimate for Site
 - Cost estimate for site limited to application gross unit pricing to area take-offs.
- Review and provide comment for final Master Plan deliverable created by others.
 - Review and comment only.

FEE

Fee is based on the following rate schedule:

Practice Lead	\$182
Senior Landscape Architect	\$175
Landscape Architect/Designer Staff I	\$103
Drafter/Civil Technician	\$165
Senior Administration	\$147
Administration:	\$100

The proposed fee is Hourly Not-to-Exceed (NTE), to be billed monthly.

See Attachment A for hours breakdown. See Consultant Fee Workbook for fee information.

Hours Summary:

Task	Hours
1 – Background Research	12
2 – Regulatory Requirements	20
3 – Space Planning	28
4 – Sustainability Approach	20
5 – Project Delivery (No Scope)	0
6 – Master Plan Options	72
7 – Identify Phasing Options	8
8 – Preferred Option	120
9 – Phasing Plan	30
10 – Cost Estimate	12
11 – Deliverable	8
Total	330

END OF SCOPE.



May 10, 2023

Claire Shigekawa Rennhack, AIA, PE
The Miller Hull Partnership, LLP
71 Columbia Street, 6th Floor
Seattle, WA 98104

Project: City of Redmond MOC
Address: 18080 NE 76th St
Redmond, WA 98052

Re: Proposal for Structural Engineering Services

Dear Claire,

We are pleased to propose the following agreement for providing structural engineering services on this project.

DESCRIPTION OF PROJECT

The project consists of participation in the development of a master plan for the City of Redmond Maintenance & Operations Center consistent with the attached scope provided by Miller Hull. We anticipate this effort will be an iterative process with the owner and the design team that explores multiple design options with the goal of refining a single optimized solution.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A). The Terms and Conditions included in Exhibit B are part of this proposal. We request a copy of the Prime Agreement between the Architect and Owner be provided to us prior to our finalization of this Agreement. We reserve the right to modify the scope and compensation herein if provisions in the Prime Agreement warrant a change. Additional Services included and excluded from this Basic Services proposal are listed in Exhibit A. We understand that this is not a Fast Track Project and will not entail Multiple Bid Packages.

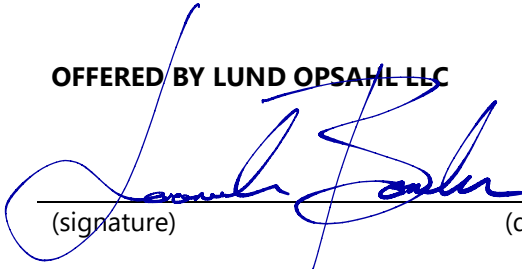
COMPENSATION

We propose to provide the services noted on a time and expense basis for each phase as listed below, not to be exceeded without your written approval. Invoices will be billed monthly on an hourly basis as work progresses. An hourly breakdown of cost by personnel per phase is given in Exhibit C of this proposal.

PHASE	FEE
RESEARCH	\$3,556
DEFINE	\$9,393
DEVELOP	\$12,096
REFINE	\$23,928
DOCUMENT	\$508
TOTAL	\$49,481

We look forward to developing this project with you.

OFFERED BY LUND OPSAHL LLC



(signature) (date)
Jeremiah Bowles, PE, SE / Principal

(printed name/title)

AGREED TO AND ACCEPTED BY:

(signature) (date)

(printed name/title)

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the Letter of Agreement

DESCRIPTION OF SCOPE

Lund Opsahl (LO) shall provide structural engineering consulting services to assist in the development of the master plan for the City of Redmond Maintenance Operations Center consistent with the attached scope provided by Miller Hull.

ADDITIONAL PROVISIONS

If Basic Services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Structural Engineer of Record (SER), the amounts of compensation set forth in this Agreement shall be equitably adjusted.

The Letter of Agreement, and Exhibits A & B hereto, constitute the entire Agreement between the parties. The provisions pertaining to the Prime Agreement are not in effect until the Consultant has received the Prime Agreement and has indicated here that we agree to its terms. Direction by Client to Lund Opsahl LLC to start work on this project will be interpreted as acceptance of this Agreement.

BILLING RATE TABLE

Additional Services shall be charged at our then current standard hourly rates, or billed at a mutually agreed upon fee.

Our current standard hourly rate schedule is:

Principal	\$240.00 per hour	Intern	\$100.00 per hour
Associate Principal	\$215.00 per hour	Production Manager	\$175.00 per hour
Senior Associate	\$215.00 per hour	BIM Quality Control Manager	\$175.00 per hour
Associate	\$190.00 per hour	Senior CAD/BIM Technician	\$150.00 per hour
Senior Design Engineer	\$180.00 per hour	CAD/BIM Technician 1	\$140.00 per hour
Design Engineer	\$165.00 per hour	CAD/BIM Technician 2	\$125.00 per hour
Engineer 1	\$145.00 per hour	Administrative	\$ 90.00 per hour
Engineer 2	\$135.00 per hour	Administrative Assistant	\$ 70.00 per hour
Engineer 3	\$120.00 per hour		

EXHIBIT B — Statement of Terms and Conditions

This is an exhibit attached to and made a part of the Letter of Agreement

This Agreement does not bind Lund Opsahl LLC to any other agreement of the Client's unless noted herein. Direction by Client to Lund Opsahl LLC to start work on this project will be interpreted as acceptance of this Agreement.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses. Payment is due upon Client's receipt of each invoice. Payment is overdue if not received within 60 days after Client's receipt of an invoice. In the event a payment is overdue, Lund Opsahl LLC may, without waiving any claim or right against Client and without liability whatsoever to the Client, suspend or terminate performance of the services. A service charge will be charged at one percent per month on the unpaid balance. Retainers shall be credited on the final invoice.

Access to Site

Unless otherwise stated, Lund Opsahl LLC will have access to the project site for activities necessary for the performance of the services. Lund Opsahl LLC will take reasonable care to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

If Lund Opsahl LLC believes that a structurally deficient condition may exist at the project site, Lund Opsahl LLC shall notify Client in which case Client shall authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition. If (1) Client fails to authorize such investigation or correction after due notification, or (2) Lund Opsahl LLC was not aware such a condition existed, Client is responsible for all risks associated with this condition, and Lund Opsahl LLC shall have no responsibility for the existing condition or any resulting damages to persons or property. Lund Opsahl LLC shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both Client and Lund Opsahl LLC, Client agrees to limit the aggregate amount of any damages and/or costs, including attorney fees and expert witness fees that Client may recover against Lund Opsahl LLC (together with its principals and employees both personally and professionally) to \$1,000,000.00. This contract will not include an obligation to indemnify the client or the structural engineer such as a clause including but not limited to a duty to defend. The types of claims to which this limitation applies include, without limitation, claims based on negligence, professional malpractice, errors or omissions, strict liability, breach of contract, breach of expressed or implied warranty, indemnity and contribution.

Insurance

A Certificate of Insurance will be provided when Lund Opsahl LLC receives this signed Agreement. Insurance coverage on temporary construction supports and equipment including, but not limited to, crane and man-lift foundations, tie-ins, shoring, and temporary bracing will only be extended through the use of the supports or equipment on this project. Once the supports or equipment have been removed, Lund Opsahl LLC will not be in any position of liability.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Lund Opsahl LLC for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by Lund Opsahl LLC under this Agreement are instruments of Lund Opsahl LLC's services, shall remain the property of Lund Opsahl LLC, are intended for the use only for the project that is subject to this Agreement and may not be used by Client for any other endeavor without the written consent of Lund Opsahl LLC.

Dispute Resolution

Client and Lund Opsahl LLC agree to negotiate any claim(s) or dispute(s) arising out of or related to this Agreement between them in good faith prior to commencing any formal dispute resolution procedures. If a claim or dispute between Client and Lund Opsahl LLC cannot be settled within 30 days by good faith negotiations, Client and Lund Opsahl LLC agree to submit it to mediation in accordance with the Construction Industry Rules of the American Arbitration Association.

Reimbursable Expenses

Reimbursable Expenses shall be billed at ~~a multiple of 1.1 times~~ the cost incurred. Expenses include those incurred directly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, the cost of reproductions beyond those normally required for internal coordination purposes, deliveries, and courier services. The cost of outside professional services when agreed upon by the Client will also be billed with a 1.1 multiplier.

**Reimbursable Expenses will
not be marked up.**

May 15, 2023

Claire Rennhack
THE MILLER HULL PARTNERSHIP, LLP
71 Columbia Street, 6th Floor
Seattle, Washington 98104
+1 (206) 682-6837

CITY OF REDMOND, WA
MOC MASTER PLAN
REDMOND, WASHINGTON

REQUEST FOR
BASIC SERVICES
R1

Dear Claire:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the improvements for the City of Redmond WA MOC located in Redmond, WA.

SCOPE OF SERVICES

For this project we propose the following basic service work items:

BASIC SERVICES

1 Construction Cost Estimating

- 1.1 Prepare an opinion of probable construction cost for no more than one design alternative at the following phases of design:
- 1.2 Concept design, three design options + refinement of one option
- 1.3 Each opinion shall consist of one section for each of the design options including the respective building and site work for each building.
- 1.4 No more than five additive/deductive alternates studies are included.
- 1.5 Cost opinions shall be presented in the Unifomat II format.
- 1.6 No in-person meetings and no site visits are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. Two 1-hr virtual meetings are included for a total of two hours.

SUMMARY OF FEES							
					Cost Estimating Schedule		
	Task	Hrs	Rate		Start	Finish	
Develop	Programming/Pre-design Phase	40.00	\$ 215.00	\$ 8,600	Jul-23	Jul-23	
Refine	Programming/Pre-design Phase	100.00	\$ 215.00	\$ 21,500	Aug-23	Aug-23	
	Schematic Design Phase			Excluded			
	Design Development Phase			Excluded			
	Construction Document Phase			Excluded			
	Bidding Assistance			Excluded			
	Construction Administration			Excluded			
	Reimbursable expense allowance			\$ -	Jul-23	Aug-23	

QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

General Liability and Hired/Non-Owned Auto:	\$1,000,000 per claim; \$2,000,000 aggregate
Professional Liability:	\$1,000,000 per claim; \$2,000,000 aggregate

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications, and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2023, these hourly rates are:

Principals	\$215.00
Associates	\$175.00

We look forward to the opportunity of assisting you on this project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal
JMB CONSULTING GROUP LLC

Confirmation of Agreement:

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP CtyORDmnd MOC MP R1

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.

This agreement will utilize the services of the following DBE certified firms.

Lund Opsahl LLC	\$50,223	Cert# D2F0023366
Osborn Consulting	\$48,799	Cert# D2F0019030 & W2f0019030

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Previous survey information to be provided by City to Consultant in PDF and DWG format

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Provided and shared via City's SharePoint site

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

As specified in agreement and in scope of work

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

See Scope of Work

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

City to provide survey, geotechnical reports, and ESA phase I report.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email and City SharePoint

A. Agency Software Suite

MS SharePoint and MS Office

B. Electronic Messaging System

Teams and Outlook

C. File Transfers Format

Native file format

Exhibit D
Prime Consultant Cost Computations

Exhibit D

Consultant Fee Determination

Project Name: City of Redmond Maintenance and Operations Cen
 Project Number: A23.0163.00
 Consultant: Miller Hull Partnership

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 192%	Fee (Profit) 27%	Total Hourly Rate	Total
Partner	340	\$ 96.15	\$184.90	\$25.58	\$307	\$104,380
Principal	11	\$ 76.92	\$147.92	\$20.46	\$245	\$2,695
Sr Associate		\$ 68.27	\$131.28	\$18.16	\$218	
Arch 9		\$ 68.27	\$131.28	\$18.16	\$218	
Assocoate	491	\$ 56.73	\$109.09	\$15.09	\$181	\$88,871
Arch 8		\$ 64.42	\$123.89	\$17.14	\$205	
Arch 7		\$ 62.50	\$120.19	\$16.63	\$199	
Arch 6		\$ 56.25	\$108.17	\$14.96	\$179	
Arch 5	968	\$ 48.08	\$92.45	\$12.79	\$153	\$148,104
Arch 4		\$ 42.31	\$81.36	\$11.25	\$135	
Arch 3	168	\$ 35.10	\$67.49	\$9.34	\$112	\$18,816
Arch 2		\$ 28.85	\$55.47	\$7.67	\$92	
Arch 1		\$ 25.00	\$48.08	\$6.65	\$80	
Total Hours	1,978				Subtotal:	\$362,866

REIMBURSABLES

Mileage		
Reproduction (copies, plots, etc.)		
Miscellaneous		\$5,443
Subtotal:		\$5,443

SUBCONSULTANT COSTS (See Exhibit E)

Stantec	\$249,444
Sazan	\$36,496
Heffron	\$32,289
Code Unlimited	\$23,348
Jacobsen	\$49,955
Osbourne	\$48,799
Lund Opsahl	\$50,223
JMB	\$30,552
Subtotal:	\$521,107

Total: \$889,416

Contingency: 80,000

GRAND TOTAL: \$969,416

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.

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
Project Number:
Consultant: Code Unlimited

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 231%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal 2	13	\$ 111.31	\$257.13	\$34.62	\$403	\$5,239
Principal/Senior Analyst 2	11	\$ 74.56	\$172.23	\$23.19	\$270	\$2,970
Senior Analyst	34	\$ 60.77	\$140.38	\$18.90	\$220	\$7,480
Code Analyst 3	22	\$ 42.30	\$97.71	\$13.16	\$153	\$3,366
Code Analyst 2	28	\$ 38.85	\$89.74	\$12.08	\$141	\$3,948
Code Analyst 1		\$ 31.25	\$72.19	\$9.72	\$113	
Total Hours 108						Subtotal: \$23,003
REIMBURSABLES						
Mileage						\$345
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						\$345
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$23,348

Contingency:

GRAND TOTAL: \$23,348

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
Project Number:
Consultant: Heffron Transportation, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 144%	Fee (Profit) 27%	Total Hourly Rate	Total
Principal Transp. Engineer	28	\$ 102.82	\$148.44	\$27.92	\$279	\$7,817
Senior Transp. Engineer	110	\$ 71.98	\$103.92	\$19.54	\$195	\$21,498
Transp. Planner	32	\$ 28.73	\$41.48	\$7.80	\$78	\$2,496
Total Hours						170
Subtotal:						\$31,812

REIMBURSABLES

Mileage		\$82
Reproduction (copies, plots, etc.)		
Miscellaneous		\$395
	Subtotal:	\$477

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:		
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Total: \$32,289

Contingency:

GRAND TOTAL: \$32,289

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
Project Number: C230072-0179
Consultant: Jacobson Consulting Engineers

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 33%	Fee (Profit) 22%	Total Hourly Rate	Total
Principal	186	\$ 107.70	\$35.54	\$23.26	\$166	\$30,969
Senior Project Manager	186	\$ 63.46	\$20.94	\$13.71	\$98	\$18,249
Project Engineer I		\$ 60.00	\$19.80	\$12.96	\$93	
Project Engineer II		\$ 36.06	\$11.90	\$7.79	\$56	
Engineer II		\$ 33.65	\$11.11	\$7.27	\$52	
CAD Manager		\$ 50.61	\$16.70	\$10.93	\$78	
Technician IV		\$ 22.50	\$7.43	\$4.86	\$35	
Administration		\$ 31.25	\$10.31	\$6.75	\$48.31	
Intern		\$ 26.00	\$8.58	\$5.62	\$40.20	
Total Hours		372			Subtotal:	\$49,217
REIMBURSABLES						
Mileage						\$44
Reproduction (copies, plots, etc.)						
Miscellaneous						\$694
Subtotal:						\$738
SUBCONSULTANT COSTS (See Exhibit E)						
N/A						
Subtotal:						

Total: \$49,955

Contingency:

GRAND TOTAL: \$49,955

Consultant Fee Determination

NEGOTIATED HOURLY RATES

GRAND TOTAL: \$30,552

Exhibit D

Consultant Fee Determination

Project Name: Redmond MOC
Project Number:
Consultant: Lund Opsahl

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 144%	Fee (Profit) 25%	Total Hourly Rate	Total
Principal	114	\$ 94.37	\$136.16	\$23.55	\$254	\$28,964
Associate		\$ 53.95	\$77.84	\$13.46	\$145	
Senior Design Engineer		\$ 49.09	\$70.83	\$12.25	\$132	
Design Engineer	59	\$ 48.93	\$70.60	\$12.21	\$132	\$7,772
Engineer 1		\$ 41.25	\$59.52	\$10.29	\$111	
Engineer 2	121	\$ 39.12	\$56.44	\$9.76	\$105	\$12,744
Engineer 3		\$ 36.84	\$53.15	\$9.19	\$99	
Senior CAD/BIM Technician		\$ 50.16	\$72.37	\$12.51	\$135.05	
CAD/BIM Technician 1		\$ 43.82	\$63.22	\$10.93	\$117.98	
CAD/BIM Technician 2		\$ 30.80	\$44.44	\$7.68	\$82.92	
Total Hours		294			Subtotal:	\$49,481
REIMBURSABLES						
Mileage						
Reproduction (copies, plots, etc.)						
Miscellaneous						\$742
Subtotal:						\$742
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$50,223

Contingency:

GRAND TOTAL: \$50,223

Exhibit D

Consultant Fee Determination

Project Name: MOC - Master Plan
Project Number:
Consultant: Osborn Consulting, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 166%	Fee (Profit) 28%	Total Hourly Rate	Total
Practice Lead	6	\$ 62.00	\$103.15	\$17.17	\$182	\$1,094
Senior Landscape Architect	154	\$ 59.50	\$98.99	\$16.48	\$175	\$26,946
Landscape Designer	122	\$ 35.00	\$58.23	\$9.70	\$103	\$12,557
Design Tech	40	\$ 56.00	\$93.17	\$15.51	\$165	\$6,587
Senior Administration	2	\$ 50.00	\$83.19	\$13.85	\$147	\$294
Administration	6	\$ 34.00	\$56.57	\$9.42	\$100	\$600

Total: \$48,799

Contingency:

GRAND TOTAL: \$48,799

Exhibit D

Consultant Fee Determination

Project Name: Maintenance and Operation (MOC) Master Plan
Project Number: 50002301.15
Consultant: Sazan Group

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 168%	Fee (Profit) 25%	Total Hourly Rate	Total
Senior Mechanical Principal	22	\$ 124.28	\$208.96	\$30.45	\$364	\$8,008
Senior Mechanical Engineer	23	\$ 72.12	\$121.26	\$17.67	\$211	\$4,853
Electrical Principal	27	\$ 96.15	\$161.67	\$23.56	\$281	\$7,587
Senior Electrical Engineer	34	\$ 67.31	\$113.18	\$16.49	\$197	\$6,698
Consulting Principal	9	\$ 93.75	\$157.63	\$22.97	\$274	\$2,466
Designer 4 - Plumbing	19	\$ 55.09	\$92.63	\$13.50	\$161	\$3,059
Building Performance Leader	12	\$ 68.75	\$115.60	\$16.84	\$201	\$2,412
Project Coordinator	8	\$ 36.78	\$61.84	\$9.01	\$108.00	\$864
Total Hours 154						Subtotal: \$35,947
REIMBURSABLES						
Mileage						\$100
Reproduction (copies, plots, etc.)						
Miscellaneous						\$449
Subtotal:						\$549
SUBCONSULTANT COSTS (See Exhibit E)						
Subtotal:						

Total: \$36,496

Contingency:

GRAND TOTAL: \$36,496

Exhibit D

Consultant Fee Determination

Project Name: Redmond Maintenance and Operations Center (M)
Project Number:
Consultant: Stantec

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 165%	Fee (Profit) 28%	Total Hourly Rate	Total
Senior Industrial Architect	564	\$ 66.06	\$109.16	\$18.73	\$194	\$109,388
Industrial Designer	408	\$ 37.85	\$62.55	\$10.73	\$111	\$45,340
Electrical (EV) Engineer	132	\$ 97.62	\$161.32	\$27.68	\$287	\$37,833
Fueling Infrastructure	128	\$ 87.50	\$144.59	\$24.81	\$257	\$32,883
Total Hours 1,232						Subtotal: \$225,444

REIMBURSABLES

Rental Car / Airport Parking / Transportation	\$1,200
Reproduction (copies, plots, etc.)	\$5,200
Meals	\$4,200
Airfare	\$8,000
Hotel	\$5,400
Subtotal:	\$24,000

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:

Total: \$249,444

Contingency:

GRAND TOTAL: \$249,444

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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