

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:

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
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- Exhibit H ~~Liability Insurance Increase~~ not applicable
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Lisa Singer
Agency: City of Redmond
Address: 15670 NE 85th Street
City: Redmond State: WA Zip: 98052
Email: lsinger@redmond.gov
Phone: (425) 556-2726
Facsimile: n/a

If to CONSULTANT:

Name: Nico Vanderhorst
Agency: OTAK
Address: 11241 Willows Rd, Ste 200
City: Redmond State: WA Zip: 98052
Email: nico.vanderhorst@otak.com
Phone: (425) 739-4212
Facsimile: n/a

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

See attached Scope.

Project No.



EXHIBIT A

SCOPE OF SERVICES DESIGN/ENGINEERING (PS&E) SERVICES

Redmond Central Connector Phase 3 (RCC3)

City of Redmond Project No. 50021915

(Otak Project No. 32246.E00)

May 2022

Description of Project:

The purpose of the Redmond Central Connector Phase 3 (RCC3) Project is to continue the design and construction of a regional trail corridor from the 9900 Block of Willows Road NE to NE 124th Street, approximately 1.6 miles in length. The trail will be located within the former Burlington Northern Railroad (BNSF) rail corridor and will generally consist of a 12-foot-wide paved trail, along with associated street crossing improvements, trail connections, storm drainage, utilities, landscape, and urban design improvements. The trail will be consistent with and incorporate the design principles and elements developed as part of the Redmond Central Connector Master Plan and the completed Phase 1 (RCC1) and Phase 2 (RCC2) trail segments.

Puget Sound Energy (PSE) will be constructing the Sammamish-Juanita Transmission Line along the proposed location of RCC3. The PSE Project will include work that is supportive of the RCC3 Project, including the construction of culverts, retaining walls, storm drainage, and a 17-foot-wide gravel maintenance access roadway. PSE is expected to complete their improvements by the end of 2023. This Scope of Services will incorporate the PSE improvements as an existing condition and further develop the RCC3 segment of the regional trail.

The objective of this Scope of Services is to provide Professional Services necessary to develop the Plans, Specifications, and Estimates (PS&E), and obtaining the necessary right-of-way approvals and permits and environmental clearances to construct the trail project. The following Scope of Services describes the design/engineering services required to prepare Plans, Specifications, and Construction Estimates to a 100% (Final) level and to support the City during the bid period until the award of bid. The project has multiple funding sources, including a federal grant for the construction phase. Although there are no consultant minimum DBE requirements for the design phase due to the federal funding being for construction, the consultant has made a good faith effort to include DBE firms on their team. The project design and construction documents will address funding requirements.

This Scope of Services is for the design and property rights phase. Future supplemental agreements will be for additional work and may include construction engineering services, construction management and administration, and inspection and special inspection.

Anticipated Construction Cost: \$3.125 million. The results of the 30% PS&E Phase may adjust this estimate and thereby adjust the remaining scope and/or fee estimate.

Subconsultants

- Berger Partnership – landscape design and urban design
- HWA Geosciences – geotechnical engineering and geotechnical testing (DBE/SBE)
- Transportation Engineers NW – traffic, signal/street crossing modifications, lighting
- RES Group Northwest – right-of-way acquisitions services (DBE/SBE)
- CRC – cultural resources (DBE/SBE)
- Tree Frog LLC – arborist services

1. Project Management and Coordination

1.1. Coordination with City of Redmond

OTAK will coordinate with City of Redmond (“CITY”) on a regular basis to keep the CITY’s project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the CITY will occur on a weekly basis.

1.2. Preparation of Project Management Plan and Project Schedule

OTAK will prepare a preliminary Project Management Plan (PMP) prior to the project kickoff meeting. The PMP will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the PMP. The project schedule will detail individual work elements of the project scope, and schedule requirements incorporating both internal and external milestones. The schedule will extend from project inception through Final PS&E and Bid Advertisement. The PMP will be updated after the project kickoff meeting, subject to comments received.

Deliverables

- Project Management Plan
- Project Schedule Updates

1.3. Project Kickoff Meeting

OTAK will attend one (1) project kickoff meeting with CITY Staff. The kickoff meeting will be used to introduce all significant project team members, review, and discuss project goals and requirements, and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

1.4. General Coordination Meetings with City (Assume 6 Meetings)

Project coordination meetings with CITY Staff will occur approximately on a monthly or bi-monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will be held virtually, at OTAK offices, or at the CITY, depending on agenda/topics to be covered. It is anticipated that a total of six (6) coordination meetings will be held during the design period. Attendance will generally include OTAK's project manager and project engineer along with other team members needed to support the planned agenda items. OTAK will prepare meeting agendas and meeting minutes for distribution to the project team.

Deliverables

- Meeting Agendas and Meeting Minutes

1.5. Project Management Meetings with City (Assume 32 Meetings)

Regular project management meetings with the City's project manager and CITY Staff will occur approximately on a weekly basis to provide regular check-ins. The project management meetings will generally be held virtually. It is anticipated that a total of thirty-two (32) project management meetings will be held during the design period. Attendance will include only OTAK's project manager. Meetings are expected to be one (1) hour or less.

1.6. Subconsultant Management

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices. OTAK will be responsible for ensuring that all subconsultants remain on schedule and provide quality deliverables.

1.7. Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement. Monthly progress reports will include information on major activities, anticipated actions, and outstanding issues to be resolved.

Deliverables

- Monthly Progress Reports and Monthly Invoices

2. Data Collection and Review

2.1. Data Collection and Review of Existing Information

OTAK will inventory significant features to be considered in design. This task will also include collection and review of existing codes, records, maps, reports, and other relevant information from the CITY.

2.2. Review of Existing Field Conditions

OTAK's project team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented, and digital photographs will be taken.

3. Topographic Surveying/Mapping

3.1. Supplemental Topographic Surveying/Mapping

An existing topographic survey of the project corridor has been completed by OTAK for Puget Sound Energy. It is assumed that this survey will be utilized for design. Additional field and office time is expected for miscellaneous field "pickup" that will become evident during the design process for areas such as connection points and crossings. A total of twenty-four (24) additional field crew hours and associated office support time have been budgeted for this task.

Deliverables

- Updated Topographic Base Map

3.2. As-Built Survey of PSE Maintenance Access Road (Optional – Not Included in Base Scope of Services)

After Puget Sound Energy completes construction of the proposed Maintenance Access Road within the trail corridor, OTAK will complete a select as-built survey of critical Maintenance Access Road locations. The focus will be on trail connection points, drainage/culvert elements, and retaining walls.

Deliverables

- Updated Topographic Base Map with As-Built Data

4. Right-of-Way Support Services

4.1. Right-of-Way Support Coordination and Management

OTAK will coordinate Right-of-Way acquisition activities with the CITY and Right-of-Way Subconsultant (RES Group Northwest). Work will include providing technical support to the Right-of-Way Subconsultant to evaluate right-of-way impacts and requirements. Project support will include two (2) coordination meetings.

4.2. Right-of-Way Support Preparation of Exhibits/Legal Descriptions (Optional – Not Included in Base Scope of Services)

OTAK will provide exhibits and legal descriptions to support the Right-of-Way Acquisition process. Work will include preparation of exhibits and legal descriptions for temporary construction easements on up to two (2) parcels. OTAK will also provide Right-of-Way Plans to support the Right-of-Way approval process.

Assumptions

- No permanent property rights are needed.
- Federal Aid Right-of-Way Acquisition procedures will be followed as applicable.

Deliverables

- Right-of-Way Exhibits and Legal Descriptions
- Right-of-Way Plans

5. Environmental/Permitting

Permit applications and supporting environmental and regulatory compliance documentation will be prepared under this task. Federal, state, and local regulatory compliance requirements are included, as well as underlying deliverables and assumptions for the work.

5.1. Review/Documentation of Regulatory Requirements

OTAK will provide review/documentation of regulatory requirements for the project, including review of the environmental documents prepared by PSE for the Sammamish-Juanita Transmission Line Project. A table summarizing anticipated permit requirements, application materials required, and schedule will be prepared. A data-gap analysis will be completed to determine if additional data gathering is necessary, including field work.

Deliverables

- Summary Table of Regulatory Requirements

5.2. General Coordination with Permitting/Regulatory Agencies

OTAK will provide general coordination and design input to support the environmental/permitting effort and compliance requirements. Coordination meetings will be held with the permitting agencies and with City of Redmond to review/discuss project issues during the design process. Technical design support will be provided per other Task 5 items as described below. Prior to permit submittals, OTAK will support CITY staff to arrange a meeting, preferably on-site, with all applicable CITY, State, and Federal resource, and regulatory agency staff and WSDOT Local Programs Engineer to assure there is a clear understanding of the existing and proposed conditions for the project prior to submitting permit applications. After permits are submitted, Otak will coordinate with CITY staff to respond to comments, provide additional clarification, and assist with moving the permits through the review process efficiently.

5.3. Design Review and Coordination with Project Team

OTAK's environmental team will coordinate with the design team to review the design and to coordinate on regulatory requirements and potential impacts. This task entails environmental review and guidance during design with a goal of avoidance and minimization of impacts. Task 5.3 includes up to three (3) Meetings with the design team focused on environmental/permitting review.

5.4. Environmental/Permitting Field Work

The environmental work prepared by PSE for the Sammamish-Juanita Transmission Line Project will be utilized and supplemented as needed, particularly for work outside the limits of the PSE maintenance access roadway. OTAK will conduct field work necessary to collect the data for the preparation of the technical documents and permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted to meet the requirements of the City of Redmond, the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field and subsequently surveyed and added to the project basemap. Riparian and priority wildlife habitats will also be assessed.

Data forms documenting the wetland boundaries will be completed. Wetlands will be rated according to the 2014 Ecology *Washington State Wetland Rating System for Western Washington* methodology and classified per JCC 18.22.710(2) (Wetland Rating). Streams will be rated per Washington Department of Natural Resources criteria for compliance with JCC 18.22.610 (Classification/designation), and buffer widths for wetlands and streams will be identified.

Deliverables

- Draft and Final Wetland and Stream Delineation Report (Electronic PDF and Word Format)

5.5. Preparation of Draft and Final Environmental Permits

5.5.1 Critical Areas Report

The Critical Areas Report will summarize the existing conditions, describe project impacts to critical areas (e.g., wetlands, streams, and wildlife habitat areas), include the mitigation sequencing statement, and present the proposed mitigation to offset project impacts (if applicable). The Critical Areas Report will include the onsite wetland, stream habitat, and buffer mitigation opportunities on site.

Deliverables

- Draft and Final Critical Areas Report (Electronic PDF and Word Format)

5.5.2 NEPA Compliance Documentation

To comply with NEPA requirements a NEPA Categorical Exclusion Documentation Form will be prepared per the criteria in WSDOT's LAG Manual. The NEPA Categorical Exclusion Documentation Form and supporting environmental reports will be submitted to the CITY as the Local Agency. The CITY will submit to WSDOT's Local Programs. Specific technical studies are not anticipated to be required for this project

and are not included in this scope of work, such as: noise study, hazardous materials survey/report, air quality study, or an Environmental Justice Report.

Assumptions

- The project will result in a Documented Categorical Exclusion. Preparation of a NEPA EIS or EA is not required
- Federal Funds will not be used for right-of-way or easement acquisition

Deliverables

- Draft and Final NEPA Categorical Exclusion Documentation Form

5.5.3 SEPA Compliance

The project will require compliance with the State Environmental Policy Act (SEPA). OTAK will prepare a SEPA checklist for the project, with vicinity map and simple plan view appropriate for the public and will submit the checklist to City of Redmond for environmental review as the lead agency in the SEPA process.

Assumptions

- The proposed project will result in a Mitigated Determination of Non-Significance (MDNS)
- Preparation of a SEPA EIS is not required
- The CITY will prepare the SEPA Threshold Determination and Notice

Deliverables

- Draft and Final SEPA Checklist

5.5.4 ESA Compliance Documentation (Biological Assessment)

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. A Biological Assessment (BA) will be prepared with the National Marine Fisheries Services (NMFS) and the US Fish and Wildlife Service (USFWS) for project impacts to ESA-listed species. Formal consultation with NMFS is not expected to be required for this project because the impacts are not anticipated to result in an adverse effects determination. It is anticipated that ESA compliance will be completed as a component of NEPA compliance prior to the application to the Corps for a Section 404 permit. The Biological Assessment will include water quality impacts analysis using WSDOT's Hi-Run model due to the anticipated increase in impervious surfaces from the paved trail.

Deliverables

- Draft and Final BA submitted to the CITY for submission to WSDOT

5.6. JARPA Forms and Drawings

A Joint Aquatic Resources Permit Application (JARPA) will be completed when the project reaches a 60 percent design stage. The JARPA will be used to apply for the Ecology Section 401 certification and the

Department of the Army (Section 404) permit from the Corps of Engineers. OTAK will submit the permit applications to USACE and WDFW and function as the CITY's agent in securing permit approvals.

Assumptions

- A Section 404 Individual Permit will not be required
- The project will fit under a Nationwide Permit No. 14 for Linear Transportation

Deliverables

- Draft and Final JARPA Application (form and drawings)

5.7. City of Redmond Permits

OTAK will assist with required CITY of Redmond permits. It is anticipated that a Clearing and Grading Permit and a Land Use Application for Critical Areas will be required.

Deliverables

- Clearing and Grading Permit Application
- Land Use Application – Critical Areas

5.8. Preparation of SWPPP and NPDES Stormwater Permit

OTAK will prepare a Stormwater Pollution Prevention Plan (SWPPP) and a Department of Ecology Notice of Intent (NOI) Application for a Construction Stormwater General Permit for the project. The SWPPP will be prepared in accordance with City of Redmond and Department of Ecology requirements and utilize the TESC Plans prepared under other Tasks. OTAK will prepare supporting figures and calculations for the SWPPP and the Stormwater General Permit. The City of Redmond will be responsible for required legal notices.

Deliverables

- Stormwater Pollution Prevention Plan (SWPPP)
- Construction Stormwater General Permit Application

5.9. Preparation of Mitigation Design (Optional – Not Included in Base Scope of Services)

Optional – not included in Base Scope of Services. Further detail to be provided if needed.

6. Franchise Utility Coordination

6.1. Coordination/Meetings with Franchise Utilities and City (Assume 2 Meetings)

OTAK will begin communications with utility companies (power, telecommunications, water, sanitary sewer, gas, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss

any potential relocation requirements, cost, schedule, and recommendations on location of new facilities including new illumination at road crossings if needed. OTAK will also coordinate with other CITY departments as needed to coordinate CITY utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to two (2) utility coordination meetings will occur with utilities that are determined to have conflicts or require relocation.

6.2. Coordination/Review and Utility Conflict Resolution

Based on information determined during coordination per Task 6.1, it is anticipated that existing utilities may need to be relocated to accommodate the proposed project. Once potential conflicts are identified, OTAK will provide additional engineering to determine if the design can be revised to avoid utility conflict or to provide guidance to the utility companies on relocation efforts. A Utility Coordination Plan will be prepared to document the location of all potential utility conflicts.

Deliverables

- Utility Coordination Plan

6.3. Evaluate Accommodation of Future Utilities

It is anticipated that there may be an interest in utilizing the trail corridor to accommodate future utilities. OTAK will coordinate with the CITY up to two (2) utilities to determine potential locations for future utilities. Coordination will include attendance of one (1) coordination meeting and preliminary establishment of future utility locations. OTAK will prepare a Preliminary Concept Plan of the proposed future utilities.

Deliverables

- Preliminary Concept Plan of Proposed Future Utilities

7. Preliminary Design/Engineering (30% PS&E)

7.1. Design Coordination Meetings (Assume 4 Meetings)

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of four (4) design review coordination meetings will be held during the 30% design period.

Deliverables

- Meeting Agendas and Meeting Minutes

7.2. Review and Establish Preliminary Trail Alignment/Concepts

OTAK will review alignment information provided by the CITY along with existing topographic mapping data to provide preliminary alignment analysis. The analysis will include both horizontal layout and vertical profile. The key focus of this task will be to determine where the trail alignment may diverge from the PSE

maintenance access roadway alignment, particularly at intersections. The trail alignment design will balance available right-of-way, critical area impacts, corridor impacts, construction cost, aesthetic considerations, and constructability. OTAK will develop up to two (2) trail alignment concepts at each intersection for review.

Deliverables

- Preliminary Alignment Roll plot (Electronic PDF)

7.3. Preparation of 30% Plans

OTAK will prepare 30% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 30% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. The 30% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the 60% Civil Plans.

Deliverables

- 30% Plans (Electronic 11x17 Inch PDF Format)

7.4. Preparation of 30% Quantities and Construction Cost Estimate

A Summary of Quantities will be prepared for the bid quantities anticipated at the 30% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

Deliverables

- 30% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

7.5. QA/QC Review

OTAK will complete quality assurance reviews for all primary deliverables included in Task 7. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

8. Preliminary Design/Engineering (60% PS&E)

OTAK will provide Preliminary and Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard

Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

8.1. Design Coordination Meetings (Assume 3 Meetings)

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of three (3) design review coordination meetings will be held during the 60% design period.

Deliverables

- Meeting Agendas and Meeting Minutes

8.2. Preparation of 60% Plans

OTAK will prepare 60% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 60% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The 60% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the 90% Civil Plans. Impervious area impact tables and tree impact tables will be included on the Plans.

Deliverables

- 60% Plans (Electronic 11x17 Inch PDF Format)

8.3. Preparation of Drainage Report (Draft)

Drainage analysis will be conducted utilizing the current City of Redmond Stormwater Technical Notebook and utilizing the Washington State Department of Ecology Stormwater Management Manual for Western Washington. The drainage analysis will incorporate the drainage improvements designed and constructed by PSE for the Sammamish-Juanita Transmission Line Project.

OTAK will provide preliminary hydrologic and hydraulic analysis for the trail project, this analysis will include the preparation of a HSPF hydrologic model. Specific activities include the following:

- Review of existing drainage features and drainage patterns of the existing trail corridor and adjacent properties.
- Conduct a field reconnaissance of project area and vicinity including downstream analysis of natural drainage features.
- Define hydrologic characteristics of the site conditions for the project subbasins such as basin boundaries, area, land cover, soil types, flow paths and times of concentration.

- Define hydrologic characteristics and complete preliminary hydrologic modeling of historic and developed conditions.
- Complete a preliminary hydraulic analysis for the trail project to estimate the requirements for flow control, water quality treatment, and conveyance.
- Review infiltration alternatives for flow control (preferred approach).
- Calculate the City stormwater fees, assist with City review, and include calculations in the Drainage Report.

OTAK will evaluate the potential incorporation of low impact development (LID) techniques to address flow control and water quality treatment requirements within the proposed project limits. OTAK will complete a preliminary design of the drainage features including locations and sizes of storm drainpipes, infiltration facilities, dispersion systems, and water quality facilities. Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Preliminary (60%) Drainage Report that will be the basis of design.

Deliverables

- Preliminary Drainage Report (Draft) (Electronic PDF and Word Format)

8.4. Preparation of 60% Quantities and Construction Cost Estimate

A Summary of Quantities will be prepared for the bid quantities anticipated at the 60% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

Deliverables

- 60% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

8.5. Preparation of 60% Outline Specifications

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. The 60% level specifications will include outline specifications.

Assumptions

- The CITY will provide a current "front-end" boilerplate that includes the bid proposal and the contract documents
- OTAK will prepare Division 1 specifications with input from CITY

Deliverables

- 60% Outline Specifications (Electronic PDF and Word Format)

8.6. QA/QC Review

OTAK will complete quality assurance reviews for all primary deliverables included in Task 8. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

9. Final Design/Engineering (90% PS&E)

OTAK will provide Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

9.1. Design Coordination Meetings (Assume 3 Meetings)

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of three (3) design review coordination meetings will be held during the 90% design period.

Deliverables

- Meeting Agendas and Meeting Minutes

9.2. Preparation of 90% Plans

OTAK will prepare 90% level civil design plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 90% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The 90% Civil Plans will be coordinated and submitted to the CITY for review. Review comments will be addressed and incorporated into the Final (100%) Civil Plans.

Deliverables

- 90% Plans (Electronic 11x17 Inch PDF Format)

9.3. Preparation of 90% Quantities and Construction Cost Estimate

A Summary of Quantities will be prepared for the bid quantities anticipated at the 90% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The

engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

Deliverables

- 90% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

9.4. Preparation of 90% Technical Specifications

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. Task 9.4 will provide technical specifications at the 90% level.

Assumptions

- The CITY will provide a current “front-end” boilerplate that includes the bid proposal and the contract documents
- OTAK will prepare Division 1 specifications with input from CITY

Deliverables

- 90% Technical Specifications (Electronic PDF and Word Format)

9.5. Preparation of Drainage Report (Final)

Drainage analysis will be conducted utilizing the current City of Redmond Stormwater Technical Notebook and utilizing the Washington State Department of Ecology Stormwater Management Manual for Western Washington. The drainage analysis will incorporate the drainage improvements designed and constructed by PSE for the Sammamish-Juanita Transmission Line Project.

OTAK will complete a design level hydrologic and hydraulic analysis for each of the stormwater flow control and treatment facilities and each conveyance system within the project. OTAK will complete drainage design of the drainage facilities addressing CITY review comments from the 60% Drainage Report (Draft). Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Final Drainage Report. The Final Drainage Report will be finalized based on the 90% trail design, overall areas of impact, and review comments from the CITY and/or permitting agencies. The City stormwater fees final calculations will be included in the Drainage Report.

Deliverables

- Final Drainage Report (Final) (Electronic PDF and Word Format)

9.6. QA/QC Review

OTAK will complete quality assurance reviews for all primary deliverables included in Task 9. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

10. Final Design/Engineering (100% and Bid Ready PS&E)

OTAK will provide Final Design/Engineering and perform the technical analysis necessary to ensure that this Phase 3 Segment of the Redmond Central Connector Trail meets applicable standards and is in general conformance with CITY Standards and WSDOT Standard Specifications. OTAK will prepare the Plans, Specifications, and Construction Cost Estimates (PS&E) for the trail construction.

10.1. Design Coordination Meetings (Assume 2 Meetings)

Design review coordination meetings with CITY Staff and the design team will occur around key project delivery milestones to review progress, to discuss project related issues, to review technical design topics, and to discuss/resolve milestone review comments. It is anticipated that a total of two (2) design review coordination meetings will be held during the design period.

Deliverables

- Meeting Agendas and Meeting Minutes

10.2. Preparation of Final (100% and Bid Ready) Plans

OTAK will prepare Final (100% and Bid Ready) Plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the Final (100%) level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Final (100% and Bid Ready) Plans will be stamped/signed by OTAK.

Deliverables

- Final (100% and Bid Ready) Plans (Electronic 11x17 Inch PDF/DWG Format)

10.3. Preparation of Final (100% and Bid Ready) Quantities and Construction Cost Estimate

A Final (100% and Bid Ready) Summary of Quantities will be prepared for the bid quantities anticipated at the 100% level of design. The Summary of Quantities will be used as the basis for the Engineer's Construction Cost Estimate. The engineering estimates of anticipated construction costs will be prepared using historical unit prices from similar projects, other current cost data, and recent City of Redmond projects.

Deliverables

- Final (100% and Bid Ready) Quantities and Construction Cost Estimate (Electronic PDF and Excel Format including back-up calculations and lump sum breakdowns)

10.4. Preparation of Final (100% and Bid Ready) Technical Specifications

Specifications will be based on the 2022 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and CITY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the CITY. The specifications will be prepared to adhere to State and Federal funding requirements. Task 10.4 will provide technical specifications at the Final (100% and Bid Ready) level and be stamped/signed. OTAK will be responsible for preparing the Project Specific Special Provisions, Amendments, and General Special Provisions. The CITY will perform the final assembly of the bid package.

Assumptions

- The CITY will provide a current “front-end” boilerplate that includes the bid proposal and the contract documents.
- OTAK will prepare Division 1 specifications with input from CITY.

Deliverables

- Final (100%) Technical Specifications (Electronic PDF and Word Format) stamped and signed by OTAK

10.5. QA/QC Review

OTAK will complete quality assurance reviews for all primary deliverables included in Task 10. The QA/QC Review will follow the requirements defined in the Project Management Plan (Task 1.2) and be based on City of Redmond requirements and other applicable design standards defined in the Scope of Services.

11. Structural Design/Engineering

11.1. Preliminary Review of Structural Design Needs/Requirements

OTAK will provide a preliminary review of structural design needs/requirements based on the preliminary trail alignment established per Task 7. Preliminary review will include documentation of structural design requirements and codes/standards to be followed. A field visit will be conducted to review site locations where structural design may be needed.

11.2. Preparation of 30% Retaining Wall/Structure Concepts

OTAK will prepare 30% level Retaining Wall/Structure Plans for the proposed trail alignment. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as

Exhibit A-2 showing the drawings that are anticipated at the 30% level. Plans will include retaining wall layout and preliminary retaining wall sections. The 30% Retaining Wall/Structure Plans will be coordinated with the Civil Plans and submitted to the CITY for review. The following is a summary of the structures that are anticipated to be included in the project, based on preliminary discussions with the CITY:

- Up to four (4) separate retaining walls, with heights between four (4) feet and eight (8) feet
- Up to 500 LF of retaining walls

This task includes coordination with the geotechnical engineer regarding boring information and review of the results of the geotechnical investigation to establish foundation requirements. If additional structures are required for the proposed trail alignment the scope of services and budget may be adjusted.

Assumptions

- The retaining wall types are assumed to be gravity block walls, structural earth walls, geosynthetic wrap walls, or reinforced concrete walls. Other wall types, including soldier pile walls, tie-back walls, and soil-nail walls are not included.

Deliverables

- 30% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)

11.3. Preparation of 60% Retaining Wall/Structure Design

OTAK will prepare and submit plans and construction cost estimates for the work for each structure at the 60% design level. The plans will identify all proposed work including layouts, foundation type, dimensions of structural components, and material types. Retaining wall profiles and sections for all structural retaining walls will be provided indicating the wall type and limits. Conflicts with utilities and other existing or proposed project elements will be identified. OTAK will prepare a list of specifications that will identify each standard section and include a brief description of the special provisions required for each item of work.

Assumptions

- 60% Retaining Wall/Structure Plans will include layout (plan and elevation), wall typical section and details, and railing details

Deliverables

- 60% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)
- 60% Outline Specifications (Electronic PDF and Word Format)
- 60% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

11.4. Preparation of 90% Retaining Wall/Structure Design

After CITY review of the 60% submittal, OTAK will prepare and submit plans, specifications, and a construction cost estimate for the work for each structure at the 90% design level. Plans will include

details for all portions of the proposed work for each structure and structural calculations will be performed to the 90% level.

Complete Special Provisions will be prepared and submitted for each applicable item of work. The construction cost estimate will be updated to reflect any changes to the design beyond the 60% level and will include all anticipated bid items to be used in the bid proposal.

Deliverables

- 90% Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF Format)
- 90% Technical Specifications (Electronic PDF and Word Format)
- 90% Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

11.5. Preparation of Final (100% and Bid Ready) Retaining Wall/Structure Design

After CITY review of the 90% submittal, OTAK will prepare and submit Final (100% and Bid Ready) level retaining wall/structure plans, technical specifications, and a construction cost estimate for the work for each structure. The plans, technical specifications, and construction cost estimates will include all necessary information and details for construction. Structural calculations will be finalized and submitted. Structural plans, calculations, and technical specifications will be signed/stamped by OTAK. Plans will be prepared to current City of Redmond standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the Final (100% and Bid Ready) level.

Deliverables

- Final (100%) Retaining Wall/Structure Plans (Electronic 11x17 Inch PDF/DWG Format)
- Final (100%) Technical Specifications (Electronic PDF and Word Format)
- Final (100%) Quantities and Construction Cost Estimate (Electronic PDF and Excel Format)

12. Stakeholder Coordination and Public Involvement

12.1. Provide Support Materials/Graphics for Community Involvement

OTAK will support the CITY in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of website content, presentation materials including handouts, presentation graphics, and other appropriate graphics. An allowance has been established for this Task.

12.2. Participation in Public Meetings (Assume 2 Meetings)

OTAK will support the CITY in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of presentation materials including handouts, presentation graphics, and other appropriate graphics. OTAK will attend up to two (2) Public Meetings.

12.3. Property Owner/Business Owner Meetings (Assume 4 Meetings)

OTAK will support the CITY in the coordination and facilitation of up to four (4) Property Owner/Business Owner Meetings. OTAK will prepare presentation materials including handouts, presentation graphics, and other appropriate “leave behind” graphics. It is assumed that the property owner/business owner meetings will be limited to those businesses within the project limits.

12.4. Stakeholder/Agency Meetings (Assume 2 Meetings)

There are several Stakeholder/Agency groups that may have an interest in this project. Examples include the City of Kirkland, King County, Puget Sound Energy, Funding Agencies, and the Redmond Business Community. Task 12.4 provides time for the preparation for and attendance of up to two (2) Stakeholder/Agency Meetings during the design process.

12.5. Transit Coordination

OTAK will support the CITY in coordination activities with the transit agencies (King County Metro and Sound Transit). Coordination activities will include the establishment of transit stops (existing, relocated, or new) and route updates. This Task will also include coordination regarding transit stop modifications to improve pedestrian access. Task 12.5 will include one (1) Meeting with the transit agencies.

13. Special Studies (Optional – Not Included in Base Scope of Services Unless Otherwise Noted)

13.1. Gateway Design – NE 124th Street (Optional – Not Included in Base Scope of Services)

Optional – not included in Base Scope of Services. Further detail to be provided.

13.2. Artist Coordination and/or Art Integration (Optional – Not Included in Base Scope of Services)

OTAK will assist the City of Redmond in selecting an artist for the Phase 3 Project. OTAK will participate in up to three (3) design meetings to coordinate and develop the artist scope and work product for the corridor. OTAK has included an allowance for art integration to further coordinate with the selected artist and to consider opportunities to integrate art elements into the proposed design (subject to available construction budget).

13.3. Intersection Improvements – NE 116th Street – West Side of Willows (Optional – Not Included in Base Scope of Services)

Optional – not included in Base Scope of Services. Further detail to be provided.

13.4. Trailhead and/or Parking Design (Optional – Not Included in Base Scope of Services)

Optional – not included in Base Scope of Services. Further detail to be provided.

13.5. Preparation of Temporary Traffic Control Plans

OTAK will prepare Temporary Traffic Control Plans to be included with the bid package. The temporary traffic control plans will include vehicular and pedestrian routing impacts associated with the RCC3 construction, including intersection crossings and impacts to Willows Road NE. The Temporary Traffic Control Plans will address temporary shoulder closures, lane closures, intersection impacts, pedestrian detours, pedestrian closures, and temporary pedestrian ramp transitions. The Temporary Traffic Control Plans will be prepared utilizing City of Redmond and WSDOT Standard Plans and Details.

Deliverables

- Temporary Traffic Control Plans

14. Advertising and Bidding Support

14.1. Advertising and Bidding Coordination

OTAK will assist the CITY in soliciting construction bids, including preparation of the bid advertisement, scheduling of bid advertisements, and coordination with Builder's Exchange regarding bidding documents. The CITY will advertise for bids, distribute, and track contract document distribution, collect document fees (if applicable), accept and process questions from bidders, distribute addenda, attend and facilitate bid opening, prepare and distribute the bid tabulation, and evaluate bids received.

14.2. Response to Bidder Questions/Clarifications

OTAK will attend one (1) Pre-Bid Meeting to summarize project requirements and to answer bidder/attendee questions. OTAK will further assist the CITY in responding to bidder questions during the bidding period and providing clarifications as required. Clarifications will be issued informally or in the form of Bid Addenda. OTAK will prepare the technical content for up to two (2) Bid Addendums during the bidding period.

14.3. Assistance with Bid Review and Support Through Award of Bid

The CITY will take the lead in preparing the bid tabulation and evaluating bids received. OTAK will assist the CITY with bid review – responding to technical questions or questions about individual bid item results, reviewing the bids, and checking references. Otak will submit a memorandum summarizing the items reviewed. Assistance with bid review will be limited to the hours shown in the hours/fees estimate.

Subconsultants

Berger Partnership – Landscape Design and Urban Design

Berger will collaborate in shaping/validating basic trail design and landscape architectural elements of the Redmond Central Connector Phase III. Berger will coordinate/review with Otak trail alignment (significantly already determined based on PSE work), and how exiting intersection “kit of parts” might be implemented (as can be incorporated based on projected costs). Irrigation is not anticipated in Phase III (consistent with Phase II). Planting Design is assumed limited to restoration of all disturbed areas (primarily with native seed restoration mixes).

Project Management and Coordination

Includes the coordination with the City of Redmond and Otak along with project management, monitoring, and reporting of the contract documents and deliverables during the life of the project.

Deliverables

- Monthly invoice and project summary, kickoff, and general coordination meetings (up to 10)

Concept Development/Preliminary Design/Engineering (30% PS&E)

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

Deliverables

- Meeting notes

Preparation of Alignment and Connection Concepts/Options:

Berger will assist in the development of the overall trail alignment at a 30% level.

Landscape and Urban Design Plans:

Berger will develop 30% urban design plan and landscape plans. Preliminary hardscape design sheets will be prepared only to reflect how the exiting “intersection kit-of parts” might be incorporated within project budget. (Planting sheets are not part of the 30% submittal)

Deliverables

- 30% Urban Design to exhibit the design intent for the corridor.

Preliminary Design/Engineering (60% PS&E) (three active months anticipated):

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

Deliverables

- Meeting notes

Landscape and Urban Design Plans:

Berger will develop 60% urban design plan and landscape plans. Comments from the 30% design will be responded to and incorporated into the 60% documents. Berger will provide comment responses to Otak for final incorporation into formal responses to the city. Urban Design Plans will continue to develop programming at intersections (approach) street crossings (as feasible within project budget). Planting typologies will be developed into a preliminary planting list of seed mixes for review by the city. Irrigation is not anticipated (consistent with Phase II).

Deliverables

- 60% Urban Design, Planting plans to reflect exhibit the design intent for the corridor.

Final Design/Engineering (90% PS&E) (three active months, anticipated):

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 3 maximum) during the course of the project at the request of Otak or the City of Redmond.

Deliverables

- Meeting notes

Landscape and Urban Design Plans:

Berger will develop 90% urban design plan and landscape plans. Comments from the 60% design will be responded to and incorporated into the 90% documents. Berger will provide comment responses to Otak for final incorporation into formal responses to the city. Urban Design Plans and Details will be finalized for intersections (approach) and include paving materials (enhanced paving that departs from shared-use path typical paving, if any). Final planting plans and details will be prepared.

Deliverables

- 90% Urban Design and Planting plans

Final Design/Engineering (100% and Bid Ready PS&E) (two active months, anticipated):

Design Coordination Meetings:

Berger will attend design coordination meetings (up to 1 maximum) during the course of the project at the request of Otak or the City of Redmond.

Deliverables

- Meeting notes

Final Landscape and Urban Design Plans:

Berger will develop 100% urban design plan and landscape plans. Comments from the 90% design will be responded to and incorporated into the 90% documents. Berger will provide comments responses to Otak for final incorporation into formal responses to the city. Urban Design Plans and Details will be finalized for intersections (approach) and include paving materials (enhanced paving that departs from shared-use path typical paving, if any). Final planting plans and details will be prepared.

Deliverables

- 100% Urban Design and Planting plans

Stakeholder Coordination and Public Involvement Support (Concurrent to Above Phases)

Outreach Support:

Berger is providing an allowance for graphic support and meeting attendance to support the outreach effort.

HWA Geosciences – Geotechnical Engineering and Testing (DBE/SBE)

Review Existing Soil and Ground Water Information

HWA will review readily available existing site information including geologic and existing geotechnical exploration information for the proposed alignment. This will include review of data from the work performed for the RCC Phase II project, and the PSE transmission line project.

Site Reconnaissance – HWA will visit the site observe the site conditions.

Prepare Exploration Plan Memorandum for Conducting Handholes – HWA will

prepare a letter illustrating our proposed exploration plan within the City of Redmond Right-of- Way.

This will include determining the locations of up to six hand auger borings to be located near the locations where the proposed trail diverges from the PSE transmission line utility access road (assumes handholes to be at southern and northern ends of the trail and at both sides of the intersection at NE 116th Street). Explorations to include use of Dynamic Cone Penetrometer (DCP). We assume that

access to perform the explorations will not require traffic control.

Mark Exploration Locations and Submit Locate Requests – HWA will visit the site to mark proposed exploration locations and submit utility locates to the one-call center once the locations are finalized.

Conduct Exploration Program – HWA will conduct one day of hand hole explorations (up to six), at the locations provided in our exploration plan, to assess near surface conditions for design of low walls (less than four feet of exposed height) and support of the trail pavement.

Prepare Summary Logs and Assign Laboratory Testing – HWA will develop summary logs for each of the explorations based on the results from the handholes and assign laboratory testing to characterize the soil observed in the explorations.

Evaluate Potential Use of Infiltration – HWA will review the available infiltration testing performed for the PSE transmission line and provide recommendations for potential use of infiltration and the associated design infiltration rates. This assumes that adequate infiltration testing has been performed for the PSE project and no field testing will be required for this phase of the project.

Perform Engineering Evaluations for Proposed Improvements: HWA will perform engineering evaluations and analyses for geotechnical aspects of the project related to design for low walls and suitability of the soils to support standard trail lighting and pedestrian signalization.

Prepare Draft Geotechnical Report – HWA will provide a draft geotechnical report presenting a summary of the observations made in the field along with conclusions and recommendations for geotechnical aspects of the project including:

- Soil and groundwater conditions.
- Preliminary infiltration rates and feasibility.
- Recommendations for use of low walls to support the trail.
- Recommendations for support of standard trail lighting and pedestrian signalization.
- Criteria for site and subgrade preparation, fill placement, and compaction.
- Erosion control recommendations.

Prepare Final Geotechnical Report – HWA will finalize the geotechnical report once comments have been received from Otak and the City.

Review Project Design Submittals for 60/90/100 Percent Design – HWA will review the design teams submittals for consistency with the geotechnical recommendations and provide input for geotechnical aspects of the plans and specifications.

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

Project Management – HWA will provide project management for the various tasks associated with the project, as well as provide project coordination with Otak and the City. We will provide monthly invoices and progress reports.

Transportation Engineers NW – Traffic, Signal/Street Crossing Modifications, and Lighting

Project Management and Coordination

- TENW will attend agency coordination meetings including the Project Kickoff Meeting. Seven (7) total meetings are assumed.
- TENW will assist with Transit coordination and any project impacts to transit services.
- Deliverables will be meeting summary note in PDF format.

Data Collection and Review

- TENW will conduct site visits for data collection and review of existing field conditions as well as review existing historical information to support the project design.

Franchise Utility Coordination

- TENW will attend project team/franchise utility coordination meetings. Three (3) total meetings are assumed.
- TENW will coordinate with applicable franchise utilities and identify/resolve any utility conflicts that arise during design as well as evaluate the potential to accommodate future utilities.
- Deliverables will be meeting summary note in PDF format.

Transportation Design/Engineering

- TENW will attend project team coordination meetings. Twelve (12) total meetings are assumed.
- TENW will prepare a Trail Illumination and Signal Modification plans consistent with City of Redmond standards and specifications. Trail Illumination is assumed to be consistent with the trail lighting installed as part of Phase 2 of the Redmond Central Connector. Traffic Signal impacts are assumed to be focused on APS improvements/relocations due to curb ramp replacement on the SE and NE corners of 9900 Block/Willows Rd, SE and NE corners of 116th St/Willows Rd and SE corner of 124th St/Willows Rd.
- This scope of services and associated fee assumes construction document preparation for 30%/60%/90%/100% PS&E submittal milestones (four (4) total submittal milestones assumed) for this task.
- Deliverables for this scope of work shall include:
 - Illumination Plans (up to 5 Sheets, 22% \times 34%)
 - Illumination Details (up to 2 Sheets, 22% \times 34%)
 - Photometric Plans (up to 5 Sheets, 22% \times 34%)

- Traffic Signal Modification Plans (up to 3 Sheets, 22%^{oo}x34%^{oo})
- Traffic Signal Details (up to 2 Sheets, 22%^{oo}x34%^{oo})
- Cost Estimate (30%/60%/90%/Final)
- Project Specifications (60% Outline/90%/100%)

Special Studies (Optional – Not Included in Base Scope of Services)

- TENW will prepare additional traffic signal modifications at the intersection of Willows Rd and NE 116th St if impacts to the NW and/or SW corners are identified to be required through the course of the project design development.
- TENW will assist with trailhead and/or parking design associated with the future City park development north of 116th St. Exact details to be determined upon authorization of this task.

Advertising and Bidding Support

- TENW will provide Advertising and Bidding support including coordination, response to bidder questions/clarifications and assistance with bid review.

RES Group Northwest – Right-of-Way Acquisitions Services (DBE/SBE)

Preliminary Right-of-Way Services

RIGHT-OF-WAY FUNDING ESTIMATE AND ADMINISTRATIVE OFFER SUMMARY (AOS)

Following review of the right-of-way plan, RESGNW will prepare a ROW Funding Estimate all impacted parcels following WSDOT standards.

AOS will be written for those acquisitions valued under \$25,000. Should any appraisals be required, RESGNW will make a recommendation with cost estimates for appraisal consultants to the Prime or the City. Appraisals are optional and not included in the Base Scope of Services.

TITLE REVIEW, CLEARING AND CLOSING

RESGNW will review Agency supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members. RESGNW will assist in clearing the necessary encumbrances prior to closing, if feasible. RESGNW will assist in facilitating in-house closing on low impact parcel or manage closing through escrow should those services become necessary.

Acquisition Services

RIGHT-OF-WAY DOCUMENTATION, NEGOTIATIONS AND CLOSING

RESGNW will assist the Agency in developing all right-of-way documents/offer letters in accordance with the Agency's right-of-way procedures manual for acquisition of impacted properties. RESGNW will draft the acquisition documents using City approved forms or QC any forms that are created directly by City

staff for pre-acquisition review by the WSDOT LPA coordinator before any offers are made to property owners.

REGNW agents will always act in good faith and never coerce owners in an attempt to settle the parcels. All negotiations will start with an in-person presentation of all offers when feasible. We will identify property owner issues, concerns, and differences early on and document that information in the individual parcel negotiation diaries. RESGNW will work with Agency staff throughout the negotiation process with the property owner until settlement is reached on each parcel.

RIGHT-OF-WAY CERTIFICATION

RESGNW will assemble the project's final parcel files and draft the supporting certification memo and property interest's summary. RESGNW will maintain constant contact with the local WSDOT LPA coordinator throughout the project, follow the WSDOT LAG manual and Uniform Act guidelines, and use the prescribed right-of-way documents with as little deviation as possible.

Cultural Resource Consultants – Cultural Resources (DBE/SBE)

Area of Potential Effect

CRC will prepare documentation to define the project's area of potential effects (APE) for cultural resources. Documentation will consist of a letter with figures for the City's use in Section 106 consultation.

Background Research

CRC will conduct a search on Washington Department of Archaeology and Historic Preservation's (DAHP) WISAARD system to identify recorded historic built environment, historic register listed properties, archaeological sites, cemeteries, and previously completed cultural resources assessment in proximity to the project location. CRC will review pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project location from a variety of available resources. The goal of background research is to provide contextual information regarding the natural environment and cultural use of the project location, identify recorded cultural resources, and determine the potential for as-yet unrecorded cultural resources to be encountered during proposed project actions.

Tribal Contact

CRC will contact the cultural resources staff of tribes that may have an interest in or information regarding the project location. This communication is intended to inform the cultural resources assessment and does not constitute government- to- government consultation. Copies of this correspondence and received responses will be included as an attachment in the cultural resources assessment.

Field Identification

CRC will conduct field investigations of the project location to identify archaeological and historical resources. Investigation will include pedestrian survey and subsurface excavation in amenable environments that have the potential to contain buried archaeological deposits. Methods will be consistent with DAHP guidelines.

City of Redmond

Redmond Central Connector Phase 3

Documentation of Findings

CRC will document and record identified archaeological and historic sites within the project location on DAHP archaeological and/or historic site(s) forms. All identified resources will be photo-documented and recorded in the field. Archaeological materials or deposits will be documented and reburied, if appropriate, within the find location. Cultural resources will be evaluated for significance following local, state, and/or national significance as appropriate based on the project's regulatory nexus. Documentation will be consistent with DAHP standards and will be completed on DAHP's WISAARD system.

Cultural Resources Assessment Report

CRC will prepare a technical memorandum describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards and the appropriate requirements based on the regulatory nexus. Report and support materials will be provided electronically in PDF format. An inadvertent discovery protocol and primary contacts will be provided as an attachment in the assessment. This task includes one round of consolidated comments from the client prior to the submission of the final report to DAHP. CRC will assist the client in submitting the cultural resources assessment and any associated documentation to DAHP, via their WISAARD system.

Tree Frog LLC – Arborist Services

An allowance has been established for Tree Frog, LLC to provide arborist services on an hourly basis.

Expenses

- Reimbursable for Reproduction of Plans, Specifications, Reports, Etc.
- Mileage/Travel
- Other Misc. Expenses
- Utility Locate Services (if required)

Design Standards/Requirements

- City of Redmond Standards
- King County Regional Trail Standards
- Redmond Central Connector Master Plan
- WSDOT
- AASHTO
- NACTO

Assumptions

- Design work will begin in June 2022 and be completed by December 2023. The bid advertisement period will be in early 2024. The target date for the start of construction is April/May 2024.
- The project schedule is contingent on completion of the Sammamish/Juanita Transmission Line and Maintenance Access Road Project by Puget Sound Energy.
- Federal construction funds must be obligated by June 2024.
- The CITY will lead community involvement/outreach.
- The CITY will pay for all required permit fees.
- The CITY will be responsible for all hazardous materials and special permits.
- The CITY will acquire all necessary Title Reports.
- No permits from King County will be required.
- No permits from the City of Kirkland will be required.
- A Shoreline Permit from the City of Redmond will not be required.
- Construction support services are not included in this scope of work but will be added later under supplemental agreements at the discretion of the City. Future supplemental agreements will be for additional work and may include construction engineering services, construction management and administration, and inspection and special inspection.

Redmond Connector - Phase 3
City of Redmond
Preliminary Drawing List

Description	No. Sheets	30% Plans	60% Plans	90% Plans	Final Plans	Notes
Cover Sheet, Vicinity Map, Index	1	yes	yes	yes	yes	
General Notes, Legend	1	yes	yes	yes	yes	
Horizontal/Survey Control Plans	9	yes	yes	yes	yes	Double Plan View
TESC and Demolition Plans	9		yes	yes	yes	Double Plan View
TESC and Demolition Details	1			yes	yes	
Trail Plan and Profile	18	yes	yes	yes	yes	
Trail Details	2	yes	yes	yes	yes	
Drainage Details	2		yes	yes	yes	
Retaining Wall Plans	2	yes	yes	yes	yes	Partial at 30%
Retaining Wall Details	2		yes	yes	yes	Partial at 30%
Hardscape/Urban Design Plans	4	yes	yes	yes	yes	Primary Connections
Landscape Plans	9		yes	yes	yes	Double Plan View
Hardscape/Landscape Details	4	yes	yes	yes	yes	
Signing and Striping Plans	9		yes	yes	yes	Double Plan View
Signing and Striping Details	1			yes	yes	
Signal and Illumination Plans	8	yes	yes	yes	yes	
Signal and Illumination Details	4	yes	yes	yes	yes	Double Plan View
Miscellaneous Details	2			yes	yes	
Total Sheets	88	50	84	88	88	

Exhibit B
DBE Participation Plan

HWA Geosciences
RES Group Northwest
Cultural Resources Consultants (CRC)

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

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

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

B. Roadway Design Files

Standard: City of Redmond, AASHTO, WSDOT Design Manual

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

C. Computer Aided Drafting Files

Standard: Otak Drafting Standards, City of Redmond Title Block Format

Format: Basemap in CAD/Civil3D 2019 or later

Transmission: FTP, Email, SharePoint

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

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

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

PDF, Word, SharePoint (as specified in Exhibit A)

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

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

II. Any Other Electronic Files to Be Provided

As specified in Exhibit A

III. Methods to Electronically Exchange Data

SharePoint and Outlook (as specified in Exhibit A)

A. Agency Software Suite

Microsoft Office, SharePoint (as specified in Exhibit A)

B. Electronic Messaging System

SharePoint, Outlook (as specified in Exhibit A)

C. File Transfers Format

Outlook, SharePoint (as specified in Exhibit A)

Exhibit D
Prime Consultant Cost Computations

See Attached Prime Consultant Cost - Exhibit D

**Exhibit D
Consultant Fee Determination**

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak Project No. 032246.E00
 Consultant: Otak, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Sr. PIC/Sr. PM Civil	250	\$285.00	\$71,250
PIC/Sr. PM Civil		\$267.17	
Civil Engineer X	82	\$218.50	\$17,917
Civil Engineer IX	346	\$210.60	\$72,867
Civil Engineer VIII	66	\$188.23	\$12,423
Civil Engineer VII		\$165.07	
Civil Engineer VI		\$151.71	
Civil Engineer V	546	\$148.38	\$81,015
Civil Engineer IV	220	\$133.70	\$29,413
Civil Engineer III		\$121.60	
Civil Engineer I		\$110.56	
Civil Engineer I		\$100.50	
Engineering Designer V		\$121.60	
Engineering Designer IV		\$118.80	
Engineering Designer III	634	\$100.26	\$63,562
Engineering Designer II		\$95.63	
Engineering Designer I		\$86.37	
Engineering Technician VII		\$148.07	
Engineering Technician VI		\$127.09	
Engineering Technician V		\$116.36	
Engineering Technician IV		\$106.76	
Engineering Technician III	340	\$97.05	\$32,996
Engineering Technician II		\$88.23	
Engineering Technician I		\$80.20	
PIC /Sr. CM		\$212.85	
Construction Manager VI		\$202.46	
Construction Manager V		\$167.23	
Construction Manager IV		\$156.55	
Construction Manager III		\$142.32	
Construction Manager II		\$129.38	
Construction Manager I		\$117.62	
Field Representative VII		\$166.83	
Field Representative VI		\$151.66	
Field Representative V		\$133.48	
Field Representative IV		\$108.65	
Field Representative III		\$98.77	
Field Representative II		\$89.79	
Field Representative I		\$81.63	
CM Documentation Specialist III		\$131.10	
CM Documentation Specialist II		\$111.64	
CM Documentation Specialist I		\$101.49	
Landscape Architect VII		\$170.56	
Landscape Architect VI		\$157.29	
Landscape Architect V		\$145.23	
Landscape Architect IV		\$122.65	
Landscape Architect III		\$118.46	
Landscape Architect II		\$112.66	
Landscape Architect I		\$102.42	
Sr. PM - Planner II		\$164.10	
Sr. PM - Planner I		\$168.43	
Planner IV		\$155.81	
Planner III	8	\$149.80	\$1,198
Planner II		\$121.60	
Planner I		\$92.54	
Planner Assoc IV		\$98.81	
Planner Assoc III		\$98.81	
Planner Assoc II		\$97.88	
Planner Assoc I		\$85.91	
Sr. GIS Specialist - Planner		\$118.64	
Scientist VI		\$196.07	
Scientist V	96	\$163.49	\$15,695
Scientist IV		\$130.09	
Scientist III	96	\$118.27	\$11,354
Scientist II		\$104.76	
Scientist I		\$83.29	
PIC/ Sr. PLS		\$246.26	
Professional Land Surveyor V	12	\$202.39	\$2,429
Professional Land Surveyor IV		\$167.66	
Professional Land Surveyor III	16	\$153.50	\$2,456
Professional Land Surveyor II		\$139.56	
Professional Land Surveyor I		\$126.60	
Survey Crew Chief III		\$146.53	
Survey Crew Chief II	24	\$104.98	\$2,519
Survey Crew Chief I		\$84.83	
Survey Office Technician III		\$109.66	
Survey Office Technician II		\$89.46	
Survey Office Technician I		\$80.20	
Survey Field Technician III		\$89.46	
Survey Field Technician II		\$80.20	
Survey Field Technician I		\$70.95	
Project Coordinator II		\$135.73	
Project Coordinator I	176	\$124.93	\$21,988
Graphics Specialist	28	\$117.84	\$3,300
Project Admin Assist		\$97.17	
Total Hours	2,940	Subtotal:	\$442,389
REIMBURSABLES			
Mileage			\$500
Reproduction (copies, plots, etc.)			\$4,500
Miscellaneous			\$5,000
Subtotal:			\$10,000
SUBCONSULTANT COSTS (See Exhibit E)			
Berger Partnership			\$60,000
TENW			\$64,977
HWA Geotechnical			\$37,275
RES Group Northwest			\$25,556
CRC			\$4,055
Tree Frog LLC			\$4,500
Subtotal:			\$196,363
Total:			\$648,752
Contingency:			\$56,248
GRAND TOTAL:			\$705,000

Redmond Central Connector Phase 3 (RCC3)

Hour/Fee Estimate

Otak, Inc.

City of Redmond Project No. 50021915

Otak Project # 32246.EOO

Task	Description	Sr. PIC/Sr. PM Civil	Civil Engineer X	Civil Engineer IX	Civil Engineer VIII	Civil Engineer V	Civil Engineer IV	Civil Engineer III	Engineer Designer III	Engineer Technician III	Planner III	Scientist V	Scientist III	Graphic Specialist	PLS V Project Manager	PLS III	Survey Crew Chief II	Survey Crew Chief I	Project Coordinator I	Total Hours	Total Budget by Task	
1.0	Project Management and Coordination																					
1.1	Coordination with City of Redmond	30		16															12	58	\$13,419	
1.2	Preparation of Project Management Plan and Project Schedule	8		4															8	20	\$4,122	
1.3	Project Kickoff Meeting	8	4	4	4	4	4					4							4	40	\$7,531	
1.4	General Coordination Meetings with City (Assume 6 Meetings)	12	2	6	2	4						8							4	38	\$7,898	
1.5	Project Management Meetings with City (Assume 32 Meetings)	32																	4	36	\$9,620	
1.6	Subconsultant Management	12		6															8	26	\$5,683	
1.7	Project Monitoring and Reporting	36																	12	48	\$11,759	
2.0	Data Collection and Review																					
2.1	Data Collection and Review of Existing Information	2	4	6	4	8	4		4	4									2	38	\$6,221	
2.2	Review of Existing Field Conditions	2	4	4	4	4	4		4										2	28	\$4,819	
3.0	Topographic Surveying/Mapping																					
3.1	Supplemental Topographic Surveying/Mapping			4		8			4						8	16	24		2	66	\$9,262	
4.0	Right-of-Way Support Services																					
4.1	Right-of-Way Support Coordination and Management	2		8		8									4				2	24	\$4,501	
5.0	Environmental/Permitting																					
5.1	Review/Documentation of Regulatory Requirements	2		2	2	4						8	8						2	28	\$4,465	
5.2	General Coordination with Permitting/Regulatory Agencies	2		4	2							16	8						2	34	\$5,601	
5.3	Design Review and Coordination with Project Team			2	2							12	4						2	22	\$3,482	
5.4	Environmental/Permitting Field Work			2	2							12	16						2	34	\$4,902	
5.5	Preparation of Draft and Final Environmental Permits	2		2	2	4			4			24	40						4	82	\$11,504	
5.6	JARPA Forms and Drawings			2	2				2			8	12						2	28	\$3,969	
5.7	City of Redmond Permits	2		4	4	4					8	4	8						4	38	\$6,057	
5.8	Preparation of SWPPP and Stormwater Permit	2	2	8		12	16		24										8	72	\$10,017	
5.9	Preparation of Mitigation Design (TBD - If Required)																				TBD	
6.0	Franchise Utility Coordination																					
6.1	Coordination/Meetings with Utilities (Assume 2 Meetings)	2		4		8	2		2										2	20	\$3,317	
6.2	Coordination/Review and Utility Conflict Resolution	2		4		16	4		16	8									2	52	\$6,952	
6.3	Evaluate Accommodation of Future Utilities	2		4		12			8	4									2	32	\$4,633	
7.0	Preliminary Design/Engineering (30% PSE)																					
7.1	Design Review Coordination Meetings (Assume 4 Meetings)	8	4	8	4	8			4										4	40	\$7,680	
7.2	Review and Establish Preliminary Trail Alignment/Concepts	8		24		24			32	24				8					2	122	\$17,626	
7.3	Preparation of 30% Plans	4		24	2	80	8		80	40									2	240	\$31,664	
7.4	Preparation of 30% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
7.5	QA/QC Review	4	4	8															2	18	\$3,949	
8.0	Preliminary Design/Engineering (60% PSE)																					
8.1	Design Review Coordination Meetings (Assume 3 Meetings)	6	4	6	4	6			4										4	34	\$6,392	
8.2	Preparation of 60% Plans	4		24	2	68	8		120	80									2	308	\$37,775	
8.3	Preparation of Drainage Report (Draft)		2	8	8	8	32		48	8									4	118	\$15,182	
8.4	Preparation of 60% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
8.5	Preparation of 60% Outline Specifications		2	2		8	2		4										2	20	\$2,964	
8.6	QA/QC Review	4	4	8															2	18	\$3,949	
9.0	Final Design/Engineering (90% PSE)																					
9.1	Design Review Coordination Meetings (Assume 3 Meetings)	6	4	6	4	6			4										4	34	\$6,392	
9.2	Preparation of 90% Plans	4		20	2	48	8		120	80									2	284	\$33,965	
9.3	Preparation of 90% Quantities and Construction Cost Estimate	2		4		8			12											26	\$3,803	
9.4	Preparation of 90% Technical Specifications	2		8		20	4		8										12	54	\$8,058	
9.5	Preparation of Drainage Report (Final)		2	4	4	4	24		24										4	66	\$8,741	
9.6	QA/QC Review	4	4	8															2	18	\$3,949	
10.0	Final Design/Engineering (100% and Bid Ready PS&E)																					
10.1	Design Review Coordination Meetings (Assume 2 Meetings)	4	2	4	2	4													2	18	\$3,639	
10.2	Preparation of Final (100% and Bid Ready) Plans	2		12	2	40	4		60	24									2	146	\$18,538	
10.3	Preparation of Final (100% and Bid Ready) Quantities and Construction Cost Estimate	2		4		8			8											22	\$3,402	
10.4	Preparation of Final (100% and Bid Ready) Technical Specifications	2		2		8			4										4	20	\$3,079	
10.5	QA/QC Review	2	2	4															2	10	\$2,099	
11.0	Structural Design/Engineering																					
11.1	Preliminary Review of Structural Design Needs/Requirements		4	2		4	12												2	24	\$3,743	
11.2	Preparation of 30% Retaining Wall/Structure Concepts		6	2		4	16			8										36	\$5,241	
11.3	Preparation of 60% Retaining Wall/Structure Design		6	2		4	24			8										44	\$6,311	
11.4	Preparation of 90% Retaining Wall/Structure Design		6	2		4	24			8									2	46	\$6,561	
11.5	Preparation of Final (100% and Bid Ready) Retaining Wall/Structure Design		4	2		4	12			4									2	28	\$4,131	

Overall Task Budget

\$60,032

\$11,040

\$9,262

\$4,501

\$49,997

\$14,902

\$64,720

\$70,063

\$64,907

\$30,757

\$25,987

Redmond Central Connector Phase 3 (RCC3)

Hour/Fee Estimate

Otak, Inc.

City of Redmond Project No. 500219

Otak Project # 32246.EOO

Task	Description	Sr. PIC/Sr. PM Civil	Civil Engineer X	Civil Engineer IX	Civil Engineer VIII	Civil Engineer V	Civil Engineer IV	Civil Engineer III	Engineer Designer III	Engineer Technician III	Planner III	Scientist V	Scientist III	Graphic Specialist	PLS V Project Manager	PLS III	Survey Crew Chief II	Survey Crew Chief I	Project Coordinator I	Total Hours	Total Budget by Task	
12.0	Stakeholder Coordination and Public Involvement																					
12.1	Provide Support Materials/Graphics for Community Involvement	2	4			8				4				12					2	32	\$4,683	
12.2	Participation in Public Meetings (Assume 2 Meetings)	4		8		8				8				8					2	38	\$5,981	
12.3	Property Owner/Business Owner Meetings (Assume 4 Meetings)	2		8		8				4									2	24	\$4,080	
12.4	Stakeholder/Agency Meetings (Assume 2 Meetings)	4		4		4				2									2	16	\$3,020	
12.5	Transit Coordination	2		4		4				2									2	14	\$2,450	
13.0	Special Studies (TBD - If Required - Excluded from Base Scope)																					
13.1	Gateway Design - NE 124th Street																					See Below
13.2	Artist Coordination and Art Integration																					See Below
13.3	Intersection Improvements - NE 116th Street (West Side of Willows)																					See Below
13.4	Trailhead and/or Parking Design																					See Below
13.5	Preparation of Temporary Traffic Control Plans	2		4		10			12	10										38	\$5,070	
14.0	Advertising and Bidding Support																					
14.1	Advertising and Bidding Coordination	2		4		8	2		4										2	22	\$3,518	
14.2	Response to Bidder Questions/Clarifications		2	8	2	8	4		4										2	30	\$4,871	
14.3	Assistance with Bid Review			4		8	2												2	16	\$2,547	
	Total Hours	250	82	346	66	546	220	-	634	340	8	96	96	28	12	16	24	-	176	2,940		
	Billing Rate	\$285.00	\$218.50	\$210.60	\$188.23	\$148.38	\$133.70	\$121.60	\$100.26	\$97.05	\$149.80	\$163.49	\$118.27	\$117.84	\$202.39	\$153.50	\$104.98	\$84.83	\$124.93			
	Total Labor Cost	\$71,250	\$17,917	\$72,868	\$12,423	\$81,015	\$29,414		\$63,565	\$32,997	\$1,198	\$15,695	\$11,354	\$3,300	\$2,429	\$2,456	\$2,520		\$21,988		\$442,389	
	<i>General Expenses - Reproduction, Mileage, Misc.</i>																					\$5,000
	<i>Utility Locate Services (APS) - Allowance</i>																					\$5,000
	<i>Berger Partnership - Landscape Architecture/Urban Design</i>																					\$60,000
	<i>HWA GeoSciences - Geotechnical Engineering</i>																					\$37,275
	<i>Transportation Engineers NW - signal/street crossing modifications, lighting</i>																					\$64,977
	<i>RES Group Northwest - Right-of-Way Acquisition</i>																					\$25,556
	<i>CRC - Cultural Resources</i>																					\$4,055
	<i>Tree Frog LLC - Arborist Services</i>																					\$4,500
	Project Subtotal																					\$648,752
	Design Contingency																					\$56,248
	Project Total																					\$705,000
	OPTIONAL SERVICES																					
	As-Built Survey of PSE Maintenance Access Road (If Required)																					\$13,250
	Right-of-Way Support Preparation of Exhibits/Legal Descriptions																					\$13,750
	Gateway Design - NE 124th Street																					\$25,000
	Artist Coordination and Art Integration																					\$10,000
	Intersection Improvements - NE 116th Street (West Side of Willows)																					\$15,000
	Trailhead and/or Parking Design																					TBD
	Enhanced Landscape/Urban Design																					\$40,000

Overall Task Budget

\$20,214

\$5,070

\$10,935

\$442,388

\$117,000

ANTE Negotiated Hourly Rates

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak 032246.E00
 Consultant: Otak, Inc.

NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 178.48%	Fee (Profit) 30.00%	Total Hourly Rate
Sr. PIC/Sr. PM Civil	\$ 92.39	\$164.90	\$27.72	\$285.00
PIC/Sr. PM Civil	\$ 86.61	\$154.58	\$25.98	\$267.17
Civil Engineer X	\$ 70.83	\$126.42	\$21.25	\$218.50
Civil Engineer IX	\$ 68.27	\$121.85	\$20.48	\$210.60
Civil Engineer VIII	\$ 61.02	\$108.91	\$18.31	\$188.23
Civil Engineer VII	\$ 53.51	\$95.50	\$16.05	\$165.07
Civil Engineer VI	\$ 49.18	\$87.78	\$14.75	\$151.71
Civil Engineer V	\$ 48.10	\$85.85	\$14.43	\$148.38
Civil Engineer IV	\$ 43.34	\$77.35	\$13.00	\$133.70
Civil Engineer III	\$ 39.42	\$70.36	\$11.83	\$121.60
Civil Engineer I	\$ 35.84	\$63.97	\$10.75	\$110.56
Civil Engineer I	\$ 32.58	\$58.15	\$9.77	\$100.50
Engineering Designer V	\$ 39.42	\$70.36	\$11.83	\$121.60
Engineering Designer IV	\$ 38.51	\$68.73	\$11.55	\$118.80
Engineering Designer III	\$ 32.50	\$58.01	\$9.75	\$100.26
Engineering Designer II	\$ 31.00	\$55.33	\$9.30	\$95.63
Engineering Designer I	\$ 28.00	\$49.97	\$8.40	\$86.37
Engineering Technician VII	\$ 48.00	\$85.67	\$14.40	\$148.07
Engineering Technician VI	\$ 41.20	\$73.53	\$12.36	\$127.09
Engineering Technician V	\$ 37.72	\$67.32	\$11.32	\$116.36
Engineering Technician IV	\$ 34.61	\$61.77	\$10.38	\$106.76
Engineering Technician III	\$ 31.46	\$56.15	\$9.44	\$97.05
Engineering Technician II	\$ 28.60	\$51.05	\$8.58	\$88.23
Engineering Technician I	\$ 26.00	\$46.40	\$7.80	\$80.20
PIC /Sr. CM	\$ 69.00	\$123.15	\$20.70	\$212.85
Construction Manager VI	\$ 65.63	\$117.14	\$19.69	\$202.46
Construction Manager V	\$ 54.21	\$96.75	\$16.26	\$167.23
Construction Manager IV	\$ 50.75	\$90.58	\$15.23	\$156.55
Construction Manager III	\$ 46.14	\$82.34	\$13.84	\$142.32
Construction Manager II	\$ 41.94	\$74.86	\$12.58	\$129.38
Construction Manager I	\$ 38.13	\$68.05	\$11.44	\$117.62
Field Representative VII	\$ 54.08	\$96.52	\$16.22	\$166.83
Field Representative VI	\$ 49.16	\$87.75	\$14.75	\$151.66
Field Representative V	\$ 43.27	\$77.23	\$12.98	\$133.48
Field Representative IV	\$ 35.22	\$62.86	\$10.57	\$108.65
Field Representative III	\$ 32.02	\$57.15	\$9.61	\$98.77
Field Representative II	\$ 29.11	\$51.95	\$8.73	\$89.79
Field Representative I	\$ 26.46	\$47.23	\$7.94	\$81.63

CM Documentation Specialist III	\$ 42.50	\$75.85	\$12.75	\$131.10
CM Documentation Specialist II	\$ 36.19	\$64.59	\$10.86	\$111.64
CM Documentation Specialist I	\$ 32.90	\$58.72	\$9.87	\$101.49
Landscape Architect VII	\$ 55.29	\$98.68	\$16.59	\$170.56
Landscape Architect VI	\$ 50.99	\$91.01	\$15.30	\$157.29
Landscape Architect V	\$ 47.08	\$84.03	\$14.12	\$145.23
Landscape Architect IV	\$ 39.76	\$70.96	\$11.93	\$122.65
Landscape Architect III	\$ 38.40	\$68.54	\$11.52	\$118.46
Landscape Architect II	\$ 36.52	\$65.18	\$10.96	\$112.66
Landscape Architect I	\$ 33.20	\$59.26	\$9.96	\$102.42
Sr. PM - Planner II	\$ 59.68	\$106.52	\$17.90	\$184.10
Sr. PM - Planner I	\$ 54.60	\$97.45	\$16.38	\$168.43
Planner IV	\$ 50.51	\$90.15	\$15.15	\$155.81
Planner III	\$ 48.56	\$86.67	\$14.57	\$149.80
Planner II	\$ 39.42	\$70.36	\$11.83	\$121.60
Planner I	\$ 30.00	\$53.54	\$9.00	\$92.54
Planner Assoc IV	\$ 32.03	\$57.17	\$9.61	\$98.81
Planner Assoc III	\$ 32.03	\$57.17	\$9.61	\$98.81
Planner Assoc II	\$ 31.73	\$56.63	\$9.52	\$97.88
Planner Assoc I	\$ 27.85	\$49.71	\$8.36	\$85.91
Sr. GIS Specialist - Planner	\$ 38.46	\$68.64	\$11.54	\$118.64
Scientist VI	\$ 63.56	\$113.44	\$19.07	\$196.07
Scientist V	\$ 53.00	\$94.59	\$15.90	\$163.49
Scientist IV	\$ 42.17	\$75.27	\$12.65	\$130.09
Scientist III	\$ 38.34	\$68.43	\$11.50	\$118.27
Scientist II	\$ 33.96	\$60.61	\$10.19	\$104.76
Scientist I	\$ 27.00	\$48.19	\$8.10	\$83.29
PIC/ Sr. PLS	\$ 79.83	\$142.48	\$23.95	\$246.26
Professional Land Surveyor V	\$ 65.61	\$117.10	\$19.68	\$202.39
Professional Land Surveyor IV	\$ 54.35	\$97.00	\$16.31	\$167.66
Professional Land Surveyor III	\$ 49.76	\$88.81	\$14.93	\$153.50
Professional Land Surveyor II	\$ 45.24	\$80.74	\$13.57	\$139.56
Professional Land Surveyor I	\$ 41.04	\$73.25	\$12.31	\$126.60
Survey Crew Chief III	\$ 47.50	\$84.78	\$14.25	\$146.53
Survey Crew Chief II	\$ 34.03	\$60.74	\$10.21	\$104.98
Survey Crew Chief I	\$ 27.50	\$49.08	\$8.25	\$84.83
Survey Office Technician III	\$ 35.55	\$63.45	\$10.67	\$109.66
Survey Office Technician II	\$ 29.00	\$51.76	\$8.70	\$89.46
Survey Office Technician I	\$ 26.00	\$46.40	\$7.80	\$80.20
Survey Field Technician III	\$ 29.00	\$51.76	\$8.70	\$89.46
Survey Field Technician II	\$ 26.00	\$46.40	\$7.80	\$80.20
Survey Field Technician I	\$ 23.00	\$41.05	\$6.90	\$70.95
Project Coordinator II	\$ 44.00	\$78.53	\$13.20	\$135.73
Project Coordinator I	\$ 40.50	\$72.28	\$12.15	\$124.93
Graphics Specialist	\$ 38.20	\$68.18	\$11.46	\$117.84
Project Admin Assist	\$ 31.50	\$56.22	\$9.45	\$97.17

Exhibit E

Sub-consultant Cost Computations

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

See Attached Sub Consultant Cost - Exhibit E

EXHIBIT E

Subcontracted Work

Project Name: Redmond Central Connector III
Project Number: 50021915 / Otak Project No. 32246.E00
Consultant: Otak, Inc.

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

Subconsultant	Work Description	Amount
Berger Partnership	Landscape Architecture/Urban Design	\$60,000
TENW	Traffic/Signals/Lighting	\$64,977
HWA Geotechnical (DBE/SBE)	Geotechnical Engineering, Testing	\$37,275
RES Group NW (DBE/SBE)	ROW Acquisition	\$25,556
CRC (DBE/SBE)	Cultural Resources	\$4,055
Tree Frog LLC	Arborist Services	\$4,500
Total:		\$196,363

**Exhibit E
Consultant Fee Determination**

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak Project No. 32246.E00
 Consultant: **Berger**

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Principal	75	\$194.51	\$14,588
Associate		\$141.97	
PM	207	\$111.31	\$23,040
LA Staff	209	\$84.28	\$17,615
Administrative		\$82.99	
Total Hours	491	Subtotal:	\$55,243
REIMBURSABLES			
Mileage			
Reproduction (copies, plots, etc.)			
Miscellaneous			\$4,757
		Subtotal:	\$4,757
		Subtotal:	

Total: \$60,000

Contingency:

GRAND TOTAL: \$60,000

ANTE Table

Project Name: Redmond Central Connector III
Project Number: 50021915 / Otak 032246.E00
Consultant: **Berger**

NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 139.70%	Fee (Profit) 30.00%	Total Hourly Rate
Principal	\$ 72.12	\$100.75	\$21.64	\$194.51
Associate	\$ 52.64	\$73.54	\$15.79	\$141.97
PM	\$ 41.27	\$57.65	\$12.38	\$111.31
LA Staff	\$ 31.25	\$43.66	\$9.38	\$84.28
Administrative	\$ 30.77	\$42.99	\$9.23	\$82.99

**Exhibit E
Consultant Fee Determination**

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak Project No. 32246.E00
 Consultant: **TENW**

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Principal	26	\$312.00	\$8,112
Sr PM	75	\$173.09	\$12,982
ENGR IV	72	\$117.70	\$8,474
ENG II	130	\$98.09	\$12,751
ENG 1	255	\$88.85	\$22,656
Total Hours	558	Subtotal:	\$64,977
REIMBURSABLES			
Mileage			
Reproduction (copies, plots, etc.)			
Miscellaneous			
		Subtotal:	
		Subtotal:	

Total: \$64,977

Contingency:

GRAND TOTAL: \$64,977

ANTE Table

Project Name: Redmond Central Connector III
Project Number: 50021915 / Otak 032246.E00
Consultant: **TENW**

NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 110.00%	Fee (Profit) 30.00%	Total Hourly Rate
Principal	\$ 130.00	\$143.00	\$39.00	\$312.00
Sr PM	\$ 72.12	\$79.33	\$21.64	\$173.09
ENGR IV	\$ 49.04	\$53.94	\$14.71	\$117.70
ENG II	\$ 40.87	\$44.96	\$12.26	\$98.09
ENG 1	\$ 37.02	\$40.72	\$11.11	\$88.85

**Exhibit E
Consultant Fee Determination**

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak Project No. 32246.E00
 Consultant: HWA

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Principal	4	\$297.91	\$1,192
Geotech Eng VIII	38	\$247.50	\$9,405
Geotech Eng V	78	\$168.05	\$13,108
Geologist V	26	\$152.78	\$3,972
Geo II	44	\$103.89	\$4,571
CAD	6	\$116.11	\$697
Contracts Admin	8	\$125.28	\$1,002
Total Hours	204	Subtotal:	\$33,949
REIMBURSABLES			
Mileage			\$100
Reproduction (copies, plots, etc.)			
Miscellaneous			\$3,226
		Subtotal:	\$3,326

Total: \$37,275

Contingency: [Redacted]

GRAND TOTAL: \$37,275

ANTE Table

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak 032246.E00
 Consultant: **HWA**

NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 175.55%	Fee (Profit) 30.00%	Total Hourly Rate
Principal	\$ 97.50	\$171.16	\$29.25	\$297.91
Geotech Eng VIII	\$ 81.00	\$142.20	\$24.30	\$247.50
Geotech Eng V	\$ 55.00	\$96.55	\$16.50	\$168.05
Geologist V	\$ 50.00	\$87.78	\$15.00	\$152.78
Geo II	\$ 34.00	\$59.69	\$10.20	\$103.89
CAD	\$ 38.00	\$66.71	\$11.40	\$116.11
Contracts Admin	\$ 41.00	\$71.98	\$12.30	\$125.28

**Exhibit E
Consultant Fee Determination**

Project Name: Redmond Central Connector III
 Project Number: 50021915 / Otak Project No. 32246.E00
 Consultant: RES

NEGOTIATED HOURLY RATES

Classification	Hours	Total Hourly Rate	Total
Senior Acquisition Agent	142	\$129.97	\$18,456
Total Hours	142	Subtotal:	\$18,456
REIMBURSABLES			
Mileage			\$600
Reproduction (copies, plots, etc.)			
Miscellaneous			\$6,500
		Subtotal:	\$7,100
		Subtotal:	

Total: \$25,556

Contingency: [Yellow Box]

GRAND TOTAL: \$25,556

ANTE Table

Project Name: Redmond Central Connector III
Project Number: 50021915 / Otak 032246.E00
Consultant: **RES**

NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 58.01%	Fee (Profit) 30.00%	Total Hourly Rate
Senior Acquisition Agent	\$ 69.13	\$40.10	\$20.74	\$129.97

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Mayor

Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit 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