

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 ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

[See attached Scope of Services](#)

EXHIBIT A

CITY OF REDMOND

Idylwood Park Parking Lot Expansion and Frontage Improvements

City Project Number 2371

Scope of Services

Prepared by:

**David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007**

September 30, 2025

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Task 1.0 Project Description, Design Criteria, and Project Assumptions

1.1 Project Description

The City of Redmond (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for the Idylwood Park Parking Lot Expansion and Frontage Improvements project (PROJECT). The improvements will include reconfiguring the existing parking lot, adding parking stalls with a new parking lot, new stormwater system, ADA improvements, and new shared use path on the east side of West Lake Sammamish Parkway.

Services include project management, surveying, utility coordination, environmental/permitting/SEPA documentation, geotechnical, alternatives evaluation, preliminary / final design, PS&E document preparation, and support during bid advertisement. Optional services may include additional investigation to support project development, construction engineering support, construction management, inspection support, and record drawings preparation.

This project is funded by City of Redmond.

For purposes of this agreement, the term CONSULTANT refers to the collective efforts of the following firms:

Firm Name	Services
David Evans and Associates, Inc. (DEA)	All services listed except for geotechnical and pavement
HWA Geosciences (HWA)	Geotechnical and Pavement

DEA shall be the prime consultant, with other firms listed above contracted to DEA as subconsultants.

Contingency tasks are shown in italics throughout this Scope and unanticipated tasks are discussed in the Optional Services Task. Budgets for *contingency tasks* are included but optional services are not included at this time. Both *Contingency* and Optional Services shall be pre-authorized and will be funded out of the Contingency or unused tasks.

1.2 Design Criteria

The design and plans, specifications, and estimate (PS&E) will be based on the requirements of the City of Redmond Public Works Standards, City of Redmond Municipal Code, and ADA guidelines. Project specifications will be based on the most current WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.

1.3 Project Understanding

The Idylwood Park Parking Lot Expansion and Frontage Improvements project currently consists of the following features:

- Adding 35 new parking stalls within the park boundaries to provide a total of 70 parking stalls with 4 ADA stalls.
- Constructing a new parking lot.
- Reconfiguring and regrading the existing parking lot. It has 36 parking stalls and 4 ADA parking stalls.
- New stormwater system including water treatment.
- Landscaping plan for the parking area.

- Decommission an existing water well.
- New shared use path along the east side of West Lake Sammamish Parkway along Idylwood Park frontage where on-street is allowed.

1.4 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Provides templates for items such as invoices.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide all property title reports, if needed.
- Obtain parcels right-of-entry, if needed.

1.5 Project Assumptions

- The total number of parking stalls will be approximately 70 with at least 4 ADA parking stalls.
- Illumination will not be provided.
- Tree assessment survey is not anticipated so it was not included in this scope of services.
- All drawings will be prepared in AutoCAD Civil3D 2025 format, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans. Drawings shall conform to City of Redmond's record drawing submittal standards.
- Specifications will follow WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project design duration is assumed to be 12 months.
- All deliverables will be electronic PDF files unless otherwise noted.
- A project design report will not be prepared.

Task 2.0 Project Management and Quality Control

2.1 Project Management

Direction of the CONSULTANT (DEA) staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month, including any critical path tasks and any items impacting contract scope, schedule, and / or budget.

The CONSULTANT (DEA) shall perform periodic monitoring of the consultant's design budget and schedule over the course of the project. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions may include formal requests for increases, modifications, or reductions in scope and/or budget.

The CONSULTANT (DEA) will use an earned value spreadsheet to monitor and track project expenditures by task. If requested by the CLIENT, the earned value spreadsheet shall be submitted with each invoice and progress report.

Drawings and documents received and generated over the course of the project require review, coordination, and file management. The status of requested information will also be maintained.

The CONSULTANT (DEA) will use the CITY's SharePoint site for the project. The CONSULTANT (DEA) will use the City's templates, for example for invoices.

2.2 Subconsultant Coordination

The CONSULTANT (DEA) shall provide directions to the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT (DEA). Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for increases, modifications, or reductions in scope and/or budget.

2.3 Develop Project Schedule

The CONSULTANT (DEA) and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities, using the CITY's draft schedule. The schedule shall be prepared to reflect a 12-month design completion of the project. The schedule shall be arranged to meet key target dates including the bid period and overall anticipated construction time. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates.

2.4 Monthly Invoices/Progress Reports

Monthly invoices using City template will be prepared by the CONSULTANT (DEA) per CLIENT requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date.

Deliverables:

- Monthly Invoices and Progress Reports (12 total).

2.5 Project Kick-off Meeting and Progress Meetings

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the project. These meetings will be the forums for agencies to provide input and guidance for the direction of the project. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Kick-off Meeting

After receiving notice to proceed from the CLIENT, the CONSULTANT (DEA and subconsultants) will conduct a project team kick-off meeting with staff expected to be involved in the project and key CLIENT staff. The meeting will be used to discuss key elements of the scope of work, the project schedule and risks, document control, and QA/QC procedures, and to clearly define the roles and responsibilities of the project team members.

Progress Meetings

The CONSULTANT (DEA) shall prepare for, attend/conduct, and document up to 37 meetings/phone calls, including the kick-off meeting, with CLIENT staff. Meetings/phone calls will be required for coordination with the CLIENT and other affected agencies. The

CONSULTANT will attend/conduct two meetings every month with the CLIENT's project manager for the duration of the project. The meetings will be virtual via Teams. As needed, regular phone calls and email communication will be made with the CLIENT's project manager.

Meetings:

Meeting	Number
Kick-off Meeting with CITY and CONSULTANT Staff	1 (Minutes to be prepared by CONSULTANT).
Progress meetings with City and CONSULTANT	26 (Assumes bi-weekly meeting for 52 weeks) Minutes to be prepared by CONSULTANT

Assumptions:

- CONSULTANT shall prepare agenda and minutes for each meeting.

Deliverables:

- Progress Meeting Minutes (27 total).

2.6 Quality Control/Quality Assurance Review

This work element is for the QC/QA review of CONSULTANT deliverables by a designated QC/QA staff member of the CONSULTANT team. The review will cover documents, reports, PS&Es, and pertinent information on an on-going basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format, and assures that the overall project objectives are being fulfilled.

2.7 Change Management

Project Managers from the CLIENT and the CONSULTANT (DEA) are responsible for managing changes to the scope and schedule. The CLIENT is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT (DEA) shall obtain written authorization from the CLIENT before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form.

Task 3.0 Survey

3.1 Data Collection

The CONSULTANT (DEA) has performed a survey adjacent to the PROJECT site and will recover and utilize monuments previously surveyed that control the site when possible. The CONSULTANT will research and collect existing roadway, right-of-way, and utility information from the CITY and respective utility agencies for inclusion in the mapping.

3.2 Horizontal and Vertical Control Network

The CONSULTANT (DEA) shall establish local horizontal and vertical control points throughout the corridor for the purpose of performing surveying services, and they shall be based upon the Horizontal and Vertical Control Point Network established by Redmond or as otherwise specified by the CLIENT.

The CONSULTANT (DEA) shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Control points will be shown on the topographic base map deliverable noted under Task 3.3 below, and a listing of the control points ID, northing, easting, elevation, and material make-up description.

3.3 Establish Road Centerline Alignments and Right-of-Ways for Corridor (Base Map)

The CONSULTANT (DEA) shall establish the existing centerlines and right-of-way within the corridor limits for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The right-of-way centerlines and margins will be shown on the topographic base map. The base map will show located street monuments found that are used to calculate the centerlines and right-of-way margins.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Right-of-Way centerlines, margins, and survey monuments will be shown on the topographic base map deliverable noted under Task 3.4 below.
- Documents for permanent and temporary easements.

3.4 Topographic Survey

The CONSULTANT shall prepare a project topographic base map for Idylwood Park and along West Lake Sammamish Parkway for the project as follows:

- Idylwood Park - see Figure 1 for survey area
- West Lake Sammamish Park Way
 - Northern limit: NE 38th Street intersection.
 - Southern limit: Approximately 100 feet northwest of NE 36th Street intersection.
 - Western limit: Existing double yellow stripe along West Lake Sammamish Parkway.
 - Eastern limit: roadway right-of-way line.

Figure 1: Survey Limits



The final design topographic base will be prepared primarily with standard ground surveying equipment and methodology. The base map will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-ways and road centerlines, property lines, driveways, parking lot, limits and type of paving, fences, structures, sidewalks, above-ground utilities and associated overhead lines, street signs, channelization, landscape areas, and significant trees.

The survey will include photos of the top and inside of water well above the water level and approximate depth and diameter of well.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

Assumptions for the PROJECT include the following:

- Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System NAD 83/91, and Vertical = NAVD-88.
- Drafting and CAD standards will be based on CONSULTANT's in-house standards.

Deliverables:

- Site mapping prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD Civil3D 2025 using CONSULTANT drafting standards.
- AutoCAD Civil3D 2025 electronic drawing file.

3.5 Future Survey Needs

This work element is to establish a budget for future survey needs that are identified during project development. For budgetary purposes, the CONSULTANT has included up to an additional 3 days or 24 hours of 2-person survey crew and 24 hours of survey office technician to process and update the existing basemap AutoCAD file. The 3 days shall be used at the discretion of the CITY or CONSULTANT project team.

3.6 Underground Utilities

The CONSULTANT (DEA) will contract with an underground utility locate service to set paint marks as the surface location of the underground utilities. The CONSULTANT will use these marks as evidence to depict the underground location of these utilities.

The limits of utility locates are as follows:

- The east side of West Lake Sammamish Parkway from existing double yellow stripe to right-of-way line.
- The intersection area of NE 38th Street and 175th Avenue NE.

Storm drain structures will be opened to determine pipe type, size, depth, and connection invert elevations. Sanitary sewer will be plotted based on the surveyed location of manholes together with system maps to determine pipe size and connection invert elevations. The CONSULTANT will coordinate with a private utility locate vendor to arrange to have the locations of existing utilities surface marked and will request utility as-builts for the areas where improvements are planned. For areas outside the right of way, the CONSULTANT will work with the CITY to obtain private utility information. The CONSULTANT shall survey the locations of the painted utility locates and incorporate the lines into the base mapping.

Task 4.0 Environmental Documentation

The purpose of this task is to determine the environmental impacts associated with Idylwood Park Improvements project and prepare the applicable environmental compliance documentation and permit applications for the project. Environmental documents will be developed in a manner that satisfies regulatory requirements.

4.1 Environmental Technical Reports

The CONSULTANT (DEA and HWA) shall prepare Technical Reports (TRs) to support the SEPA documentation and permits.

Prior to beginning any environmental work, the CONSULTANT shall coordinate an environmental kick-off meeting with the CITY. The intent is to develop communication, confirm the approach, discuss the environmental documentation schedule, exchange information, and develop relationships for continued work on the PROJECT.

Meetings:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.

4.1.1 Critical Areas Report

The CONSULTANT (DEA) shall prepare a Critical Areas Report (CAR) addressing fish and wildlife habitat conservation areas, wetlands, geologic hazard areas, frequently flooded areas, and critical aquifer recharge areas in the action area.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- There will be no wetlands affected by the project that will trigger additional permitting.
- One round of review will be required.

Deliverables:

- Draft CAR.
- Final CAR.

4.2 SEPA Environmental Documentation

4.2.1 Compliance with Governor's Executive Order 21-02

The CONSULTANT shall prepare an EZ-1 Project Review Form and submit it to the Washington Department of Archaeology and Historic Preservation to comply with EO 21-02. The information in the determination letter from DAHP will be used in the SEPA checklist.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- One round of review will be required.
- The determination from DAHP will be, no adverse effect on cultural/historic resources.

Deliverables:

- Draft EZ-1 form.
- Final EZ-1 form.

4.2.2 Environmental Checklist

The CONSULTANT shall prepare an environmental checklist to comply with SEPA.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will be the SEPA Lead Agency.
- Up to two rounds of CITY review may be required.
- A Mitigated Determination of Non-Significance (MDNS) will be issued for the PROJECT by the CITY.

Deliverables:

- Draft SEPA Checklist.
- Final SEPA Checklist.

4.3 Environmental Permitting

4.3.1 WDFW Hydraulic Project Approval (HPA)

The project will involve stormwater discharge to the northern stream on site triggering the need for an HPA permit. The CONSULTANT shall apply for the permit through WDFW's simplified application procedure (not using the JARPA form).

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Online Aquatic Protection Permitting System (APPS) HPA permit application.

4.3.2 Permits

The CONSULTANT shall prepare and submit the following Redmond permit applications to go along with the SEPA documentation:

- General Application Form
- General SEPA Form

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- No project activities will occur within 200 feet of the shoreline of Lake Sammamish.

Deliverables:

- Redmond permit applications.

4.3.3 NPDES Permit and SWPPP

An NPDES Stormwater Construction General Permit will be required for disturbance of over one acre during construction. The CONSULTANT shall prepare the Notice of Intent (NOI) form, the public notice, and supporting documentation for submittal to Redmond, including plan sheets and associated notes and text. The CITY shall publish the public notice twice in a local newspaper, seven (7) days apart, consistent with the NPDES permit requirements. The CITY will transfer the Stormwater Construction General Permit to the Contractor when construction begins. The CONSULTANT will follow the City's stormwater requirements and prepare memorandums and stormwater calculations for permits, administrative modification, and/or project files. Stormwater calculations and memorandum work are included in Task 9.0.

The CONSULTANT shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Redmond's current Stormwater Management Manual. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CONTRACTOR will use the SWPPP as the basis for their SWPPP submittal.

Deliverables:

- Notice of Intent Application.
- NPDES Public Notice.
- TESC Plan.
- SWPPP.

Task 5.0 Alternatives Analysis (10% Design)

5.1 Project Site Visits (2 Total)

The CONSULTANT (DEA) shall conduct two (2) site visits during the Alternatives Analysis to become familiar with the site. CLIENT staff shall be present at the site visits, if requested.

5.2 Alternatives Analysis/Alternatives Analysis Summary Document (10% Design)

The CONSULTANT (DEA) shall develop alternatives analysis for the following items:

- **Parking Lot:** The CONSULTANT (DEA) shall develop up to three parking lot(s) layouts to accommodate 70 parking stalls and additional ADA parking stalls. Four (4) ADA parking stalls are anticipated to meet Redmond code. This 70-stall layout includes redevelopment of the existing lots and a potential additional parking lot to the south. Cut retaining walls may be required for the site grading to comply with ADA requirement. Safety railing will also be needed at top of retaining wall for fall protection. The existing prefabricated shed may need to be relocated to accommodate a potential new south parking lot.
- **Stormwater detention:** This may include infiltration, tank, pond, vault, pipe, or dispersion to name a few. A custom concrete treatment vault may be required due to site constraints.
- **Stormwater water quality treatment:** This may include infiltration, bioswales, or treatment vaults to name a few. A custom concrete treatment vault may be required due to site constraints.
- **West Lake Sammamish Parkway Share Use Path:** The CONSULTANT (DEA) shall develop up to two alternatives that minimizes impacts to drainage, utilities, and park boundary.

Preliminary grading plan will be developed for each parking lot and share use path alternative.

The CONSULTANT (DEA) shall prepare an alternatives analysis summary document. The Alternatives Analysis Summary document and shall include the following elements:

- Parking Lot Alternatives Discussion.
- Stormwater Detention Discussion
- Stormwater Water Quality Treatment Discussion.
- Shared Use Path Alternatives Discussion.
- Preliminary Cost Estimates.
- Pros and Cons Matrix.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Draft Alternatives Analysis Summary document.
- Final Alternatives Analysis Summary document.
- 11"x17" alternative exhibits.

Task 6.0 Preliminary Design (30% Plans and Estimate)

6.1 Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT (DEA) shall develop a 30% preliminary design and prepare the project drawings as shown in Appendix A.

An opinion of probable construction cost for the preliminary design shall be prepared by the CONSULTANT (DEA).

Using the design schedule, the CONSULTANT shall update the schedule with any time sensitive elements or restrictions and major work elements.

Meetings:

- The CONSULTANT shall attend one comment resolution meeting to discuss the CITY's comments on 30% comments.

Assumptions:

- None.

Deliverables:

- 30% Plans.
- 30% Opinion of Probable Construction Cost.

Task 7.0 Utility Coordination

7.1 Utility Coordination

The CITY will take the lead with contacting, coordinating, and arranging meetings with utility owners. The CONSULTANT (DEA) shall assist the CITY meeting utility owners at the project site, preparing exhibits for utility owner verification, and PDF files of 30%, 60%, and 90% PS&E submittals.

Meetings:

- The CONSULTANT (DEA) shall attend up to one (1) meeting with utility owners at the project site.

Assumptions:

- Anticipated utilities are existing overhead utility lines and Redmond's water, storm lines, and sanitary sewer lines.

Deliverables:

- Utility basemap exhibits for utility owners' verification.
- 30%, 60%, and 90% Plans for Utility Owners review.

7.2 Utility Conflict Resolution and Potholing

The CONSULTANT (DEA) will provide identification, documentation, and a proposed resolution of potential subsurface conflicts between existing utilities and proposed CITY facilities. The CONSULTANT will also provide identification, documentation, and a proposed resolution of potential surface and above-ground conflicts between existing utilities and proposed CITY facilities.

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT (DEA) shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is

assumed Five (5) locations will be potholed. If additional potholes are required, this will be done as an extra service.

The CONSULTANT (DEA) shall utilize a private locating service to locate and determine the depth of buried utilities. The CONSULTANT (DEA) shall identify the potential conflicts with existing utilities to remain and identify up to three (3) locations where more data would assist in the relocation design. The utility locate company will provide temporary traffic control plans and a plan of the potholing procedure to the CITY for approval prior to performing work.

The CONSULTANT (DEA) shall coordinate with the utility locating service and survey the pothole locations and elevations. The locating information shall be provided to the CITY in tabular format with references to the plan locations.

The CONSULTANT (DEA) shall prepare a utility summary memorandum. This memorandum will include list of utilities contacted, utility resolutions for each utility conflict, and unresolved utility conflicts that need to be addressed during construction.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Traffic Control Plans for the field work to be coordinated with adjacent projects.

Deliverables:

- Traffic Control Plans for fieldwork.
- Utility conflict resolution and pothole matrix (30%, 60%, 90%).
- Updated utility base map.
- Utility Summary Memorandum (Draft and Final) (Electronic PDF format).

Task 8.0 Geotechnical

See attached geotechnical scope of services by HWA.

Task 9.0 Hydraulic Report

9.1 Preliminary and Final Hydraulic Report

As part of the 30% preliminary design, the CONSULTANT shall develop a conceptual drainage design for the PROJECT. The 30% preliminary design will further develop the selected water quality alternatives from Task 5.0.

The CONSULTANT (DEA) shall prepare stormwater calculations and a Draft and Final Hydraulic Report based upon the proposed facilities for the corridor that includes the following elements:

- Project overview
 - General description of project
 - Existing soils type(s)
- Existing conditions summary
 - Review existing site conditions
 - Identify site limitations
- Off-site analysis (upstream and downstream)
 - Study area definition
 - Review of available information
 - Field Inspection

- Minimum requirements
 - Address 9 minimum requirements outlined by Department of Ecology
- Permanent Stormwater Control Plan
 - Existing Site Hydrology
 - Developed Site Hydrology
 - Performance Standards and Goals
 - Flow Control System
 - Water Quality System
 - Conveyance System Analysis and Design, including downstream analysis ¼ mile past project limits
- Construction Stormwater Pollution Prevention Plan
 - Evaluation of 13 elements outlined by Washington State Department of Ecology (DOE)
- Special reports and studies
 - Reference other studies prepared for project (geotechnical report, critical area study, etc.)
- Other permits
 - List of other permits and approvals required
- Operations and maintenance manual

Exhibits will be used within the Hydraulic Report to convey the existing conditions and design approach proposed for the PROJECT. The following specific items, or combination of items, will be added as an exhibit or exhibits to the appropriate sections of the Hydraulic Report:

- Existing/proposed conditions
- Existing/proposed pavement limits
- Threshold discharge areas
- Off-site flow onto/through the project limits
- Stormwater release points
- Critical areas
- Existing drainage system with flow direction, 'used,' and 'abandoned' notations

Meetings:

- The CONSULTANT shall attend up to two (2) drainage focused meetings with Redmond's stormwater staff to discuss various stormwater topics.

Assumptions:

- For 30% Preliminary Design, drainage profiles will not be developed, but areas of new impervious areas will be estimated.
- Stormwater preliminary design data will be determined and provided to support the SEPA documentation.
- It is assumed the PROJECT will be defined as a "Large Project" as define in City of Redmond Stormwater Technical Notebook, Section 3.5
- Two (2) site visit will be required to locate proposed facilities.
- The Final Hydraulic Report assumes compliance with City of Redmond 2022 Stormwater Technical Notebook, Issue No. 9, amended on January 1, 2025.
- Low impact stormwater design concepts will be incorporated into the drainage design where practical.
- The drainage design will be incorporated into the Final Design element.

- The CITY will provide one set of consolidated comments for each draft submittal of the Hydraulic Report.

Deliverables:

- Stormwater Data for SEPA document.
- Draft Hydraulic Report. Submitted with 30% design.
- Draft Hydraulic Report. Submitted with 60% design.
- Final Hydraulic Report. Submitted with 100% design.

Task 10.0 Water Well Decommission

The purpose of this project is to decommission an existing hand-dug well located in the park in accordance with Washington Administrative Code (WAC) 173-160-381 and Department of Ecology (Ecology) requirements. The well is not intended for future beneficial use and poses potential environmental and liability risks if left in its current condition.

The CONSULTANT shall perform the following items.

- Notify Ecology's Northwest Regional Office of the City's intent to decommission the well.
- Confirm well registration, applicability of decommissioning standards, and required documentation.
- Obtain applicable Ecology forms and coordinate submittals.

Meetings:

- No meetings are anticipated for this work element.

Assumptions:

- No hazardous or contaminated materials are anticipated; discovery of such conditions will require a contract amendment.
- Ecology filing fees, if applicable, are excluded.
- Site restoration is limited to returning disturbed areas to pre-existing grade; landscaping is excluded.

Deliverables:

- Email Correspondence

Task 11.0 Final Design Plans, Specifications, and Estimates (PS&E)

11.1 60% Submittal

11.1.1 60% Plans

Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then WSDOT standard symbols shall be used.

The CONSULTANT's 60% submittal shall include drawings, quantities, specifications, and the Engineer's estimate. All 30% plan submittal comments received shall be incorporated into the submittal. The CITY shall review the submittal and return a consolidated set of comments to the CONSULTANT. The anticipated 60% plans are shown in Appendix A.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's 60% comments.

Assumptions:

- The CITY review period shall last three weeks.
- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, railings, standard and uniform landscape items and design, standard plan and profiles, and similar design criteria.
- The CITY will provide requirements or input on the aesthetic treatment of exposed wall surfaces.
- Irrigation will be contractor design item; DEA will show on the plans known irrigation and points of connection for irrigation water supply.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Plans.

11.1.2 60% Estimate

The CONSULTANT's opinion of probable construction cost shall be included with the submittal. The opinion of probable construction cost will include an itemized list in tabular form describing specification section, item, number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion provided by the CONSULTANT will be on the basis of experience and judgment. The cost opinion shall be prepared using standard unit costs and lump sum prices. The "Bid Proposal" within the boilerplate specifications shall be prepared from this information by the CONSULTANT.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- There will be two bid schedules, one for shared use path improvements and one for pavement overlay.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Opinion of Probable Construction Cost

11.1.3 60% Specifications

The CONSULTANT shall develop the PROJECT specifications. Project specific special provisions will be identified at the 60% level but not completed at this stage.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- The CITY will supply the CONSULTANT (DEA) with the current version of the City of Redmond Special Provisions.

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Specification.

11.2 90% Submittal

The CONSULTANT's 90% submittal shall be the complete PS&E and shall include all drawings, quantities, the specification package and special provisions, and the opinion of probable construction cost.

11.2.1 90% Plans

The 60% Design Plan submittal comments shall be incorporated into the 90% submittal. The CITY shall review the submittal and return one set of consolidated comments to the CONSULTANT. The review period shall last three weeks.

Meetings:

- The CONSULTANT shall attend a comment resolution meeting to discuss the CITY's 60% comments.

Assumptions:

- The CITY review period shall last three weeks.

Deliverables

- Comment response spreadsheet from 60% submittal.
- 90% Plans.

11.2.2 90% Estimate

The 60% opinion of probable construction cost submittal comments shall be incorporated into the 90% submittal. The CONSULTANT shall update the Engineer's Estimate based on design updates.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Opinion of Probable Construction Cost.

11.2.3 90% Specifications

The 60% specification submittal comments shall be incorporated into the 90% submittal. The CONSULTANT shall update the specifications and prepare all special provisions.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Specification.

11.2.4 90% Construction Schedule

The CONSULTANT shall prepare a construction schedule to determine construction duration.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- 90% Construction Schedule.

11.3 100% Submittal

The CONSULTANT 100% package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final opinion of probable construction cost. Plans and specifications shall include details on any property acquisitions and commitments. The 90% PS&E Plan submittal comments shall be incorporated into the submittal. The CONSULTANT shall make no further changes to the documents without the approval of the CITY.

The CONSULTANT shall update the design report based on comments received by the City and any new project information.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- None.

Deliverables:

- Comment responses spreadsheet from 90% submittal.
- 100% Complete Plan set.
- 100% Complete Contract Provisions Book.
- 100% Opinion of Probable Construction Cost.
- Final Construction Schedule.

11.4 Bid Ready Documents

The CONSULTANT's Bid Ready package shall include completed drawings, the quantities complete, the specifications package and special provisions ready to advertise for bid, and the final Engineer's estimate. The 100% PS&E Plan submittal comments shall be incorporated into the submittal.

Meetings:

- No meeting is anticipated with this work element.

Assumptions:

- Each sheet shall be stamped and signed by the CONSULTANT.
- The cover page shall be stamped and signed by the CONSULTANT.

Deliverables:

- Signed Plan Set.
- Signed Contract Provisions Book (PDF and Word Electronic files).
- Bid Ready Engineer's Estimate that matches the bid item lists in the contract plans (PDF and Excel Electronic files).

Task 12.0 Bid and Award Support

The CONSULTANT shall provide assistance during the bid and award of the construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis. The CONSULTANT shall obtain written authorization from the CITY prior to providing any of the following services:

- The CONSULTANT shall attend and participate in a pre-Bid meeting to assist the CITY in responding to questions and inquiries.
- The CONSULTANT shall attend and summarize a pre-construction meeting with the construction contractor to assist the CITY in responding to questions and inquiries.
- The CONSULTANT shall assist the CITY during the bid period to answer any questions that arise concerning the PS&E documents and will assist the CITY in preparing any addenda required to the extent of the budget provided in this contract.

The CONSULTANT shall prepare As-Bid plans and contract provisions that incorporates all addenda's plans and specifications revisions to the CITY.

Assumptions:

- No hard copy will be provided by the CONSULTANT.

Deliverables:

- Attend, participate in and summarize pre-Bid meeting.
- Attend, participate in and summarize pre-construction meeting.
- Prepare response to bidder questions and bid document addenda.
- Assist with bidder checks such as bid documents and reference checks.
- As-Bid Plans.
- As-Bid Contract Provisions.

Task 13.0 Optional Services

In addition, Optional Services may be required and are to be utilized only for unforeseen added work that is not included in this Scope of Services. The CONSULTANT shall obtain written authorization from the CITY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work and will be paid for with the Management Reserve (aka contingency) funds and / or supplemental agreement(s). The CITY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount. Potential Optional Services tasks may include but not limited to:

- Maximum Extent Feasible (MEF) document preparation
- Additional investigations and design services
- Construction Support
- Record Drawings preparation

Appendix A

Anticipate Plans

Anticipated PS&E Plan Sheet Index					
Number of Plan Sheets	Description	Anticipated Plan Sheets at Each PS&E Delivery			
		30%	60%	90%	100%
1	Cover Sheet with Vicinity Map and Index	x	x	x	x
1	Legend and Abbreviations	x	x	x	x
1	Typical Sections	x	x	x	x
4	Survey Control/Alignment Plan	x	x	x	x
5	TESC Plans and Details			x	x
4	Site Preparation Plan	x	x	x	x
1	Well Decommission Plan and Details			x	x
2	Parking Lot Plan	x	x	x	x
2	Parking Lot Grading Plan	x	x	x	x
2	Parking Lot Details		x	x	x
2	Roadway/Shared Use Path Plan	x	x	x	x
1	Roadway/Shared Use Path Details			x	x
1	Driveway Plan and Profile		x	x	x
2	Curb Ramp Plan		x	x	x
2	Wall Plan and Profile	x	x	x	x
1	Wall Details			x	x
2	Parking Lot Drainage Plan	x	x	x	x
2	Parking Lot Drainage Profile		x	x	x
2	Parking Lot Details			x	x
2	Roadway Drainage Plan	x	x	x	x
2	Roadway Drainage Profile		x	x	x
1	Roadway Drainage Details			x	x
2	Parking Lot Channelization Plan	x	x	x	x
2	Roadway Channelization Plan	x	x	x	x
2	Tree Preservation/Mitigation Plan			x	x
2	Parking Lot Landscape Plan		x	x	x
2	Roadway Landscape Plan		x	x	x
2	Landscape Details		x	x	x
2	Parking Lot Irrigation Plan			x	x
2	Roadway Irrigation Plan			x	x
1	Irrigation Details			x	x
2	Parking Lot Staging Plans		x	x	x
2	Traffic Control Plans		x	x	x
64	Anticipated Total Sheets				
	Contract Special Provisions		x	x	x
	Engineer's Opinion of Construction Cost	x	x	x	x

Appendix B

HWA Geotechnical Scope of Services



GEOSCIENCES INC.
DBE/MWBE

September 15, 2025
HWA Project No. 2025-184-21

David Evans and Associates, Inc.
14432 SE Eastgate Way, Suite 400
Bellevue, Washington 98007

Attention: Manuel Feliberti, P.E.

Regarding: **GEOTECHNICAL SERVICES**
IDYLWOOD PARK IMPROVEMENTS
REDMOND, WASHINGTON

Mr. Feliberti,

As requested, HWA GeoSciences Inc. (HWA) is pleased to present this scope of work to provide geotechnical engineering services to support the Idylwood Park Improvements project in Redmond, Washington. Based on our understanding of the project, we recommend the following additional geotechnical scope of work.

SCOPE OF WORK

Project Management

1. **Project Setup:** HWA will set the project up in our billing system and attend one conference call with the design team to go over project objectives and requirements.
2. **Project and Contract Management:** HWA will prepare monthly invoices, and progress reports, if required. We will correspond with the design team in the form of emails, telephone calls, and meetings, as necessary. We will provide project management for the geotechnical engineering task, and we will coordinate with and manage our subcontractors.

Geotechnical Field Work:

1. **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project consisting of approximately 6 test pit excavations. Planning will include identification of the locations of the test pits and clearing subsurface utilities using a private utility locator as well as the Utility Notification Center. HWA will subcontract excavation of the test pits. We assume no traffic control plans or ROW permit will be required.
2. **Mark Test Pit Locations & Conduct Utility Locates:** HWA will visit the site with a private utility locator and mark the proposed test pit locations in the field with stakes and white paint and arrange for

21312 30th Dr. SE, STE. 110, Bothell, WA 98021 | 425.774.0106 | hwageo.com

utility locates using the Utility Notification Center. HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City or the Utilities Underground Location Center.

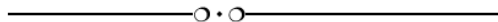
3. **Conduct Explorations:** HWA will log the excavation of approximately 6 test pits (one day) to assess subsurface soils and groundwater conditions in the vicinity of proposed improvements. Soil samples will be taken for laboratory testing to assess engineering properties and the feasibility of stormwater infiltration.
4. **Generate Test Pit Logs and Assign Laboratory Testing:** HWA will prepare photographic test pit logs and perform laboratory testing to evaluate relevant physical properties of the site soils.

Geotechnical Engineering Analysis and Recommendations

1. **Evaluate Field and Laboratory Data:** HWA will evaluate the data obtained from the test pits and laboratory testing to develop design recommendations for new parking lot pavement, shallow utility installation, general earthwork, feasibility of stormwater infiltration and short retaining walls.
2. **Draft Geotechnical Letter Report:** HWA will prepare a draft letter report containing the results of the explorations and analyses performed, including descriptions of surface and subsurface conditions; a site plan showing test pit locations; summary test pit logs; and laboratory test results. This report will provide our design recommendations for the proposed improvements.
3. **Final Report:** HWA will finalize the previously submitted draft geotechnical report based on review comments from the design team and the City.

ASSUMPTIONS

- The test pits proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- The test pits will be backfilled with excavated soils, compacted in lifts with the excavator bucket, and the surface restored with sod removed prior to excavation. Some disturbance and surface settlement should be anticipated in these locations.
- Test pit locations will be located using handheld GPS and measurements from existing known features.



September 15, 2025
HWA Project No. 2025-184-21

We appreciate the opportunity to present this proposal for services on this project. If you have any questions regarding this proposal, or need additional information, please do not hesitate to contact us.

Sincerely,
HWA GeoSciences Inc.



Bryan Hawkins, P.E.
Senior Geotechnical Engineer

N/A

~~**Exhibit B**~~
~~**DBE Participation Plan**~~

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

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

B. Roadway Design Files

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

C. Computer Aided Drafting Files

Standard: City of Redmond Datum Control, State Plan

Coordinate System

Format: Basemap in CAD/Civil3d

Transmission: Email, Sharepoint

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

Agency will retain the rights to review all deliverables referenced in the Scope of Work Exhibit A.

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

Deliverables outlined in Scope of Work 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

Excel Spreadsheets
Word Documents
PDF Files
Microsoft Project Schedule

III. Methods to Electronically Exchange Data

Email, Sharepoint

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP, Word, Excel, Project, CAD

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit D

Consultant Fee Determination

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements
 Project Number: 2371
 Consultant: David Evans and Associates, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 177.26%	Fee (Profit) 26.25%	Total Hourly Rate	Total
Project Manager V	216	\$ 103.30	\$183.11	\$27.12	\$314	\$67,722
Project Manager IV	62	\$ 88.00	\$155.99	\$23.10	\$267	\$16,560
Project Coordinator III	21	\$ 41.30	\$73.21	\$10.84	\$125	\$2,632
Project Accountant V	13	\$ 52.00	\$92.18	\$13.65	\$158	\$2,052
Project Manager IV	19	\$ 75.22	\$133.33	\$19.75	\$228	\$4,338
Office Survey Technician V	76	\$ 53.30	\$94.48	\$13.99	\$162	\$12,295
Party Chief IV	76	\$ 49.68	\$88.06	\$13.04	\$151	\$11,460
Party Chief I	76	\$ 37.50	\$66.47	\$9.84	\$114	\$8,650
Engineer III	292	\$ 56.00	\$99.27	\$14.70	\$170	\$49,630
Designer IV	620	\$ 68.00	\$120.54	\$17.85	\$206	\$127,960
Designer IV	32	\$ 68.50	\$121.42	\$17.98	\$208	\$6,653
Engineering Designer I	182	\$ 37.30	\$66.12	\$9.79	\$113	\$20,604
Engineer V	16	\$ 77.00	\$136.49	\$20.21	\$234	\$3,739
Engineer V	186	\$ 76.30	\$135.25	\$20.03	\$232	\$43,074
Engineering Designer I	131	\$ 38.00	\$67.36	\$9.98	\$115	\$15,109
Engineer VII	234	\$ 101.36	\$179.67	\$26.61	\$308	\$71,987
Engineer III	329	\$ 55.28	\$97.99	\$14.51	\$168	\$55,200
Project Manager V	147	\$ 72.00	\$127.63	\$18.90	\$219	\$32,123
Landscape Architect III	138	\$ 46.00	\$81.54	\$12.08	\$140	\$19,267
Business Development IV	66	\$ 82.00	\$145.35	\$21.53	\$249	\$16,426
GIS Analyst IV	22	\$ 55.00	\$97.49	\$14.44	\$167	\$3,672
Scientist III	48	\$ 44.00	\$77.99	\$11.55	\$134	\$6,410
Scientist II	16	\$ 40.40	\$71.61	\$10.61	\$123	\$1,962
Project Manager III	2	\$ 73.00	\$129.40	\$19.16	\$222	\$443
Total Hours	3,020				Subtotal:	\$599,966
REIMBURSABLES						
Mileage						\$420
Potholes						\$4,500
Utility Locates						\$2,000
					Subtotal:	\$6,920
SUBCONSULTANT COSTS (See Exhibit E)						
HWA GeoSciences						\$31,258
					Subtotal:	\$31,258

Total: \$638,144

Contingency: \$63,816

GRAND TOTAL: \$701,960

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

This sheet is to be used as cost estimate sheet only, not as job classification rate sheet.

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. Idylwood Park Parking Lot Expansion and Frontage Improvements				
JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Administrative Assist IV (ADM4)	\$47.25	\$83.76	\$12.40	\$143.41
Business Development Leader I (BUD1)	\$73.74	\$130.71	\$19.36	\$223.81
Business Development Leader II (BUD2)	\$119.32	\$211.50	\$31.32	\$362.14
Business Development Leader III (BUD3)	\$113.59	\$201.35	\$29.82	\$344.75
Business Development Leader IV (BUD4)	\$155.40	\$275.46	\$40.79	\$471.65
BU/COE Sr. Manager I (BUS1)	\$88.81	\$157.43	\$23.31	\$269.55
BU/COE Sr. Manager II (BUS2)	\$122.17	\$216.55	\$32.07	\$370.79
BU/COE Sr. Manager III (BUS3)	\$164.85	\$292.21	\$43.27	\$500.34
CAD Technician I (CAD1)	\$31.19	\$55.29	\$8.19	\$94.67
CAD Technician II (CAD2)	\$39.52	\$70.05	\$10.37	\$119.95
CAD Technician III (CAD3)	\$41.04	\$72.75	\$10.77	\$124.56
CAD Technician IV (CAD4)	\$58.16	\$103.10	\$15.27	\$176.53
CAD Technician V (CAD5)	\$59.24	\$105.01	\$15.55	\$179.79
COE Delivery Leader I (CDL1)	\$54.32	\$96.28	\$14.26	\$164.85
COE Delivery Leader II (CDL2)	\$61.63	\$109.25	\$16.18	\$187.07
COE Delivery Leader III (CDL3)	\$92.49	\$163.94	\$24.28	\$280.70
Construction Inspector I (CIN1)	\$38.50	\$68.25	\$10.11	\$116.85
Construction Inspector II (CIN2)	\$44.85	\$79.50	\$11.77	\$136.13
Construction Inspector III (CIN3)	\$53.29	\$94.46	\$13.99	\$161.73
Construction Inspector IV (CIN4)	\$64.98	\$115.19	\$17.06	\$197.23
Construction Inspector V (CIN5)	\$70.00	\$124.08	\$18.38	\$212.46
Construction Services Manager I (CSM1)	\$44.31	\$78.54	\$11.63	\$134.48
Construction Services Manager II (CSM2)	\$54.27	\$96.20	\$14.25	\$164.71
Construction Services Manager III (CSM3)	\$81.10	\$143.76	\$21.29	\$246.15
Construction Services Manager IV (CSM4)	\$86.43	\$153.21	\$22.69	\$262.32
Deputy Construction Manager (DCON)	\$46.45	\$82.33	\$12.19	\$140.97
Designer I (DES1)	\$37.05	\$65.67	\$9.73	\$112.45
Designer II (DES2)	\$48.30	\$85.62	\$12.68	\$146.60
Designer III (DES3)	\$61.95	\$109.81	\$16.26	\$188.02
Designer IV (DES4)	\$72.47	\$128.46	\$19.02	\$219.96
Designer V (DES5)	\$74.09	\$131.34	\$19.45	\$224.88
Electrical Engineer II (ELE2)	\$53.13	\$94.18	\$13.95	\$161.25
Electrical Engineer III (ELE3)	\$52.08	\$92.32	\$13.67	\$158.07
Engineering Designer I (END1)	\$45.13	\$80.00	\$11.85	\$136.97
Engineering Designer II (END2)	\$56.13	\$99.50	\$14.73	\$170.36
Engineering Designer III (END3)	\$62.15	\$110.17	\$16.31	\$188.63

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. Idylwood Park Parking Lot Expansion and Frontage Improvements				
JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Engineer III (ENG3)	\$64.94	\$115.11	\$17.05	\$197.09
Engineer IV (ENG4)	\$72.98	\$129.36	\$19.16	\$221.50
Engineer V (ENG5)	\$82.95	\$147.04	\$21.77	\$251.76
Engineer VI (ENG6)	\$96.60	\$171.23	\$25.36	\$293.19
Engineer VII (ENG7)	\$119.70	\$212.18	\$31.42	\$363.30
Flight Operations Manager (FLOM)	\$81.23	\$143.99	\$21.32	\$246.54
Field Survey Technician I (FST1)	\$28.35	\$50.25	\$7.44	\$86.05
Field Survey Technician II (FST2)	\$30.62	\$54.28	\$8.04	\$92.95
Field Survey Technician III (FST3)	\$34.67	\$61.45	\$9.10	\$105.22
Field Survey Technician IV (FST4)	\$37.14	\$65.83	\$9.75	\$112.72
GIS Analyst II (GIA2)	\$47.25	\$83.76	\$12.40	\$143.41
GIS Analyst III (GIA3)	\$51.99	\$92.15	\$13.65	\$157.79
GIS Analyst IV (GIA4)	\$55.65	\$98.65	\$14.61	\$168.90
GIS Manager (GISM)	\$61.95	\$109.81	\$16.26	\$188.02
Graphic Designer II (GRD2)	\$48.30	\$85.62	\$12.68	\$146.60
Graphic Designer III (GRD3)	\$51.65	\$91.55	\$13.56	\$156.75
Geospatial Technician I (GST1)	\$41.18	\$73.00	\$10.81	\$124.99
Geospatial Technician II (GST2)	\$45.00	\$79.77	\$11.81	\$136.58
Geospatial Technician III (GST3)	\$51.50	\$91.29	\$13.52	\$156.31
Geospatial Technician IV (GST4)	\$64.18	\$113.77	\$16.85	\$194.79
Hydrographer I (HYD1)	\$32.49	\$57.58	\$8.53	\$98.60
Hydrographer II (HYD2)	\$35.09	\$62.19	\$9.21	\$106.49
Hydrographer III (HYD3)	\$42.00	\$74.45	\$11.03	\$127.47
Hydrographer IV (HYD4)	\$61.86	\$109.66	\$16.24	\$187.76
Hydrographer V (HYD5)	\$73.50	\$130.29	\$19.29	\$223.08
Hydrographer VI (HYD6)	\$85.00	\$150.67	\$22.31	\$257.98
Intern I (INT1)	\$27.52	\$48.77	\$7.22	\$83.51
Intern II (INT2)	\$24.05	\$42.63	\$6.31	\$72.99
Landscape Designer I (LAD1)	\$30.87	\$54.72	\$8.10	\$93.69
Landscape Designer IV (LAD4)	\$50.04	\$88.70	\$13.14	\$151.87
Landscape Architect II (LAR2)	\$43.50	\$77.11	\$11.42	\$132.02
Landscape Architect III (LAR3)	\$51.54	\$91.36	\$13.53	\$156.43
Landscape Architect IV (LAR4)	\$63.53	\$112.61	\$16.68	\$192.81
Landscape Architect V (LAR5)	\$65.61	\$116.30	\$17.22	\$199.13
Office Survey Technician I (OST1)	\$35.18	\$62.35	\$9.23	\$106.76
Office Survey Technician II (OST2)	\$35.28	\$62.54	\$9.26	\$107.08

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. Idylwood Park Parking Lot Expansion and Frontage Improvements				
JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Office Survey Technician III (OST3)	\$42.71	\$75.71	\$11.21	\$129.64
Office Survey Technician IV (OST4)	\$48.15	\$85.35	\$12.64	\$146.14
Office Survey Technician V (OST5)	\$50.83	\$90.10	\$13.34	\$154.27
Office Survey Technician VI (OST6)	\$56.00	\$99.27	\$14.70	\$169.97
Project Accountant II (PAC2)	\$37.91	\$67.19	\$9.95	\$115.05
Project Accountant III (PAC3)	\$43.58	\$77.25	\$11.44	\$132.27
Project Accountant IV (PAC4)	\$49.35	\$87.48	\$12.95	\$149.78
Project Accountant V (PAC5)	\$53.32	\$94.51	\$14.00	\$161.83
Party Chief I (PCH1)	\$38.33	\$67.93	\$10.06	\$116.32
Party Chief II (PCH2)	\$44.18	\$78.31	\$11.60	\$134.09
Party Chief III (PCH3)	\$50.69	\$89.85	\$13.31	\$153.84
Party Chief IV (PCH4)	\$58.28	\$103.30	\$15.30	\$176.87
Party Chief V (PCH5)	\$65.00	\$115.22	\$17.06	\$197.28
Project Controls Specialist I (PCS1)	\$41.00	\$72.68	\$10.76	\$124.44
Project Controls Specialist II (PCS2)	\$48.00	\$85.08	\$12.60	\$145.68
Project Controls Specialist III (PCS3)	\$53.97	\$95.67	\$14.17	\$163.80
Project Controls Specialist IV (PCS4)	\$63.29	\$112.18	\$16.61	\$192.08
Project Controls Specialist V (PCS5)	\$72.44	\$128.41	\$19.02	\$219.86
Project Coordinator I (PJC1)	\$33.50	\$59.38	\$8.79	\$101.68
Project Coordinator II (PJC2)	\$36.87	\$65.36	\$9.68	\$111.91
Project Coordinator III (PJC3)	\$41.30	\$73.21	\$10.84	\$125.35
Project Coordinator IV (PJC4)	\$46.14	\$81.80	\$12.11	\$140.05
Project Coordinator V (PJC5)	\$51.54	\$91.36	\$13.53	\$156.43
Project Coordinator VI (PJC6)	\$61.50	\$109.01	\$16.14	\$186.66
Project Manager I (PJM1)	\$59.24	\$105.01	\$15.55	\$179.80
Project Manager II (PJM2)	\$71.48	\$126.70	\$18.76	\$216.94
Project Manager III (PJM3)	\$86.58	\$153.47	\$22.73	\$262.78
Project Manager IV (PJM4)	\$106.04	\$187.97	\$27.84	\$321.85
Project Manager V (PJM5)	\$124.95	\$221.49	\$32.80	\$379.24
Project Manager VI (PJM6)	\$138.60	\$245.68	\$36.38	\$420.66
Planner I (PLN1)	\$38.99	\$69.12	\$10.24	\$118.34
Planner II (PLN2)	\$48.74	\$86.41	\$12.80	\$147.95
Planner III (PLN3)	\$61.12	\$108.34	\$16.04	\$185.51
Planner IV (PLN4)	\$72.53	\$128.56	\$19.04	\$220.13
Project Surveyor I (PSV1)	\$56.84	\$100.75	\$14.92	\$172.52
Project Surveyor II (PSV2)	\$56.18	\$99.58	\$14.75	\$170.50

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. Idylwood Park Parking Lot Expansion and Frontage Improvements				
JOB CLASSIFICATIONS	2025 Labor Rate NTE	Overhead NTE 177.26%	Fixed Fee NTE 26.25%	2025 All Inclusive Hourly Billing Rate NTE
Project Surveyor III (PSV3)	\$65.10	\$115.40	\$17.09	\$197.59
Project Surveyor IV (PSV4)	\$75.60	\$134.01	\$19.85	\$229.45
QA/QC Specialist II (QAC2)	\$43.23	\$76.63	\$11.35	\$131.21
QA/QC Specialist III (QAC3)	\$54.60	\$96.78	\$14.33	\$165.72
QA/QC Specialist IV (QAC4)	\$96.60	\$171.23	\$25.36	\$293.19
Remote Pilot I (RPL1)	\$30.56	\$54.16	\$8.02	\$92.74
Remote Pilot II (RPL2)	\$44.18	\$78.31	\$11.60	\$134.09
Remote Pilot III (RPL3)	\$68.25	\$120.98	\$17.92	\$207.15
Survey Analyst I (SAN1)	\$40.72	\$72.18	\$10.69	\$123.60
Survey Analyst II (SAN2)	\$60.38	\$107.02	\$15.85	\$183.24
Scientist I (SCI1)	\$38.71	\$68.62	\$10.16	\$117.50
Scientist II (SCI2)	\$43.05	\$76.31	\$11.30	\$130.66
Scientist III (SCI3)	\$45.48	\$80.62	\$11.94	\$138.05
Scientist IV (SCI4)	\$76.65	\$135.87	\$20.12	\$232.64
Support Svcs Specialist II (SSS2)	\$23.27	\$41.26	\$6.11	\$70.64
Support Svcs Specialist III (SSS3)	\$32.51	\$57.63	\$8.53	\$98.68
Support Svcs Specialist IV (SSS4)	\$35.00	\$62.04	\$9.19	\$106.23
Support Svcs Specialist V (SSS5)	\$43.00	\$76.22	\$11.29	\$130.51
Support Svcs Specialist VI (SSS6)	\$50.00	\$88.63	\$13.13	\$151.76
Support Svcs Specialist VII (SSS7)	\$58.80	\$104.23	\$15.44	\$178.46
Survey Manager I (SVM1)	\$66.93	\$118.65	\$17.57	\$203.15
Survey Manager II (SVM2)	\$80.85	\$143.31	\$21.22	\$245.39
Survey Manager III (SVM3)	\$85.05	\$150.76	\$22.33	\$258.14



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 17, 2025

David Evans and Associates, Inc
703 Douglas Fir Dr.
Magnolia, TX, 77354

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.26% of direct labor (rate includes 0.90% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Apr 18, 2025 06:39 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

Exhibit E

Sub-consultant Cost Computations

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

[See attached Exhibit E](#)

EXHIBIT E

Subcontracted Work

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements

Project Number: 2371

Consultant: David Evans and Associates, Inc.

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

Subconsultant	Work Description	Amount
HWA GeoSciences	Geotechnical	\$31,258
Total:		\$31,258

Exhibit E

Consultant Fee Determination

Project Name: Idylwood Park Parking Lot Expansion and Frontage Improvements
 Project Number: 2371
 Subconsultant: **HWA GeoSciences**
 Work Description: **Geotechnical**

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 30%	Fee (Profit) 179.28%	Total Hourly Rate	Total
Geotechnical Engineer VIII	24	\$ 96.00	\$28.80	\$172.11	\$297	\$7,126
Geotechnical Engineer III	52	\$ 54.00	\$16.20	\$96.81	\$167	\$8,685
Geologist III	34	\$ 41.00	\$12.30	\$73.50	\$127	\$4,311
Geologist II		\$ 34.00	\$10.20	\$60.96	\$105	
CAD	4	\$ 36.00	\$10.80	\$64.54	\$111	\$445
Contracts	4	\$ 53.00	\$15.90	\$95.02	\$164	\$656
Administrative Support		\$ 38.00	\$11.40	\$68.13	\$118	
Total Hours	118				Subtotal:	\$21,223
REIMBURSABLES						
Mileage						\$100
Laboratory Testing						\$4,110
GPS for Exploration Locations						\$75
Utility Locates						\$750
Excavation Subcontractor						\$5,000
					Subtotal:	\$10,035

Total: \$31,258



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 2, 2025

HWA GeoSciences, Inc
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 3, 2025 07:03 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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