

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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <span style="color: blue;">21% Project Goal</span> <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

In the 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](http://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](http://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***

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Project No.

[See attached scope of services](#)

# **EXHIBIT A**

## **SCOPE OF SERVICES**

### **CITY OF REDMOND**

#### **West Lake Sammamish Parkway Preservation Project (North of Marymoor Way to Leary Way)**

**Federal Aid No. STBGUL 1905(007)  
(Project # 20012311)**

**Prepared by:**

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

**August 22, 2023**



# TABLE OF CONTENTS

<b>TASK 1.0</b>	<b>PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES .....</b>	<b>1</b>
1.1.	Project Description .....	1
1.2.	Project Deliverables Furnished by the CONSULTANT.....	1
1.3.	Responsibilities and Services Provided by the CITY.....	1
1.4.	Project Assumptions.....	2
<b>TASK 2.0</b>	<b>PROJECT MANAGEMENT AND QUALITY CONTROL .....</b>	<b>2</b>
2.1.	Project Management.....	2
2.2.	Subconsultant Coordination.....	2
2.3.	Develop Project Schedule.....	2
2.4.	Monthly Invoices/Progress Reports .....	3
2.5.	Progress Meetings .....	3
2.6.	Quality Control/Quality Assurance Review .....	3
2.7.	Change Management .....	3
<b>TASK 3.0</b>	<b>SURVEY AND BASEMAP PREPARATION .....</b>	<b>4</b>
3.1.	Base Mapping Using City Provided Data .....	4
3.2.	Data Collection .....	4
<b>TASK 4.0</b>	<b>ENVIRONMENTAL DOCUMENTATION .....</b>	<b>6</b>
4.1.	Environmental Meetings .....	6
4.2.	NEPA/SEPA Compliance.....	6
4.3.	Permitting.....	6
<b>TASK 5.0</b>	<b>UTILITY COORDINATION.....</b>	<b>7</b>
<b>TASK 6.0</b>	<b>AGENCY COORDINATION.....</b>	<b>7</b>
6.1.	WSDOT Coordination.....	7
6.2.	King County Parks Coordination .....	8
<b>TASK 7.0</b>	<b>PAVEMENT REPORT .....</b>	<b>8</b>
<b>TASK 8.0</b>	<b>DESIGN .....</b>	<b>9</b>
8.1.	Project Site Visits .....	9
8.2.	Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion).....	9
8.3.	100% PS&E Documents .....	10
8.4.	Assistance During Bid Period .....	10
<b>TASK 9.0</b>	<b>COMMUNITY OUTREACH SUPPORT .....</b>	<b>11</b>
<b>TASK 10.0</b>	<b>OPTIONAL SERVICE .....</b>	<b>11</b>
10.1.	Construction Support Services .....	11

## **TASK 1.0 PROJECT DESCRIPTION, DESIGN CRITERIA, AND DELIVERABLES**

### **1.1. Project Description**

The City of Redmond (CITY) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for preparation of Plans, Specifications, and Estimate (PS&E) documents for the West Lake Sammamish Parkway Preservation (PROJECT). The project includes pavement analysis, testing, and overlay recommendations; drainage and utility lid adjustments; replacing pavement markings on West Lake Sammamish Parkway; and replacing vehicle loop detectors. The project limits are from the north of Marymoor Way to Leary Way. The project's construction limits will not overlap with any existing crosswalks, thus not requiring the upgrade needs to ADA curb ramp upgrades nor pedestrian traffic signal facilities. Since the existing channelization layout will not be revised, WSDOT Channelization Plans for Approval will not be required.

The major features of the projects include:

- Pavement Rehabilitation Report for West Lake Sammamish Parkway.
- Traffic control plans.
- Environmental documentation and permitting.
- Preliminary and final submittals of Plans, Specifications, and Estimate (PS&E) contract documents.

### **1.2. Project Deliverables Furnished by the CONSULTANT**

The CONSULTANT shall maintain a project file for pertinent work items. The CITY review sets will be returned with each subsequent revision, illustrating that each review comment has been addressed as stated, or how/why it was not addressed. The CONSULTANT shall deliver the following documents and products to the CITY as part of this agreement:

- Existing base mapping in sheet format for design features to be shown.
- Draft and Final Categorical Exclusion Documentation Form.
- Draft and Final SEPA Adoption Notice.
- Draft and Final WSDOT General Permit.
- Draft and Final Redmond Right-of-Way Permit.
- Draft and Final Redmond Shoreline Exemption.
- Draft and Final Pavement Report.
- 30% PS&E (electronic PDF files) for review by the CITY.
- 60% PS&E (electronic PDF files) for review by the CITY.
- 90% PS&E (electronic PDF files) for review by the CITY.
- Stamped and signed final plan set and specifications (electronic PDF files).
- Estimate corresponding to the bid schedule (electronic PDF and Excel files).
- Draft and final Pavement Report (electronic PDF files).
- As-Bid set of specifications and plans (electronic PDF files).
- Addendums during bid advertisement.
- Responses to bidders questions prior to bid opening.

### **1.3. Responsibilities and Services Provided by the CITY**

The CITY will:

- Provide all available existing as-built plans, right-of-way (ROW) plans, horizontal and vertical monument information, GIS maps, and other mapping information as available to the CONSULTANT.
- Provide existing aerial mapping.
- Provide all City standard specifications and City bid forms in Microsoft Word format.
- Review all submittals made to the CITY within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.

#### 1.4. Project Assumptions

- All drawings will be prepared in AutoCAD format, utilizing the CONSULTANT's CADD standards. The standard sheet size for all plans will be 22"x34" and drawn at one-inch equals twenty feet (1" = 20'). 11"x17" half-size plans will be at 1 inch = 40 feet.
- Specifications will follow the 2024 WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project duration for final design is assumed to be seven (7) months.

## TASK 2.0 PROJECT MANAGEMENT AND QUALITY CONTROL

### 2.1. Project Management

Direction of the CONSULTANT staff and review of their work over the course of the project shall be provided. This work element includes preparing monthly progress reports, status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the CONSULTANT'S design budget will occur 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.

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.

### 2.2. Subconsultant Coordination

The CONSULTANT (DEA) shall provide direction of 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 and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a seven (7)-month design completion of the project. The schedule shall be arranged to meet key target dates. 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 will be prepared by the CONSULTANT per CITY 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 (8 total)

## 2.5. 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 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.

The CONSULTANT shall prepare for, attend, and document up to fourteen (14) meetings with CITY staff. Meetings will be required for coordination with the CITY and other affected agencies. The CONSULTANT will attend two (2) meeting every month, via Teams meeting, with two staff and the CITY's project manager for the duration of the project.

The CONSULTANT shall prepare weekly email updates of activities completed during the week and shall include the following week's activities.

### **Deliverables:**

- Meeting Minutes (16 total)
- Weekly Email Updates (28 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 CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must ensure 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 shall obtain written authorization from the CITY 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 AND BASEMAP PREPARATION

The CONSULTANT (DEA) shall review all existing GIS information and other available information provided by the CITY to identify additional data needed to support the design and develop the contract construction documents.

### 3.1. Base Mapping Using City Provided Data

The CONSULTANT (DEA) shall prepare a project existing features base map using CITY provided GIS data and aerial imagery.

The existing base map shall be updated by the CONSULTANT based on data gathered under Task 3.02.

### 3.2. Data Collection

The CONSULTANT (DEA) shall take the project base map and perform a field walk to determine locations of existing traffic signal loops, utilities/monument lids, and catch basin.

The CONSULTANT (DEA) shall update the existing base map with field data collected in the field.

It is assumed data collection site visit will last up to eight hours and be attended by two CONSULTANT (DEA) team members.

The project/survey northern and southern limits for the PROJECT are shown in the figures below. The eastern and western limits are curb line to curb line including the northbound right turn lane at Leary Way and southbound right turn lane at State Route (SR) 520 eastbound on-ramp (see Figure 3).

Figure 1. Project Northern Limit

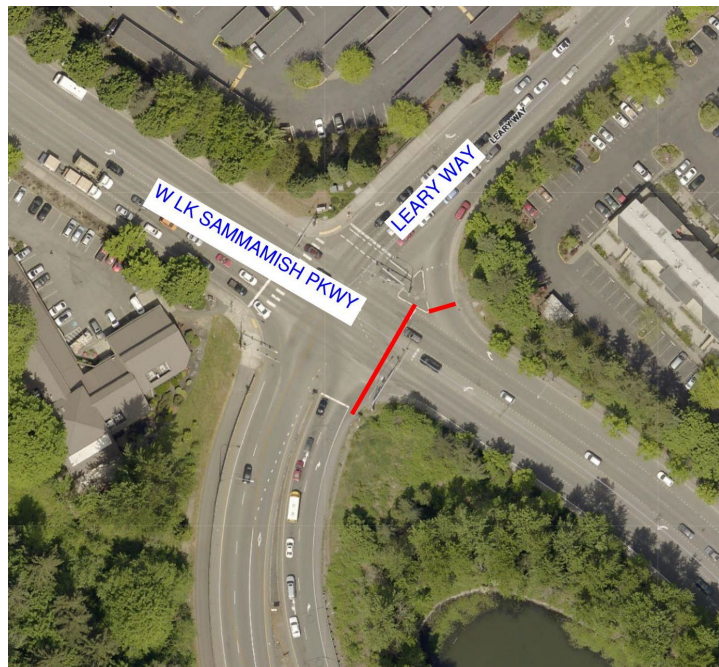




Figure 2. Project Southern Limit

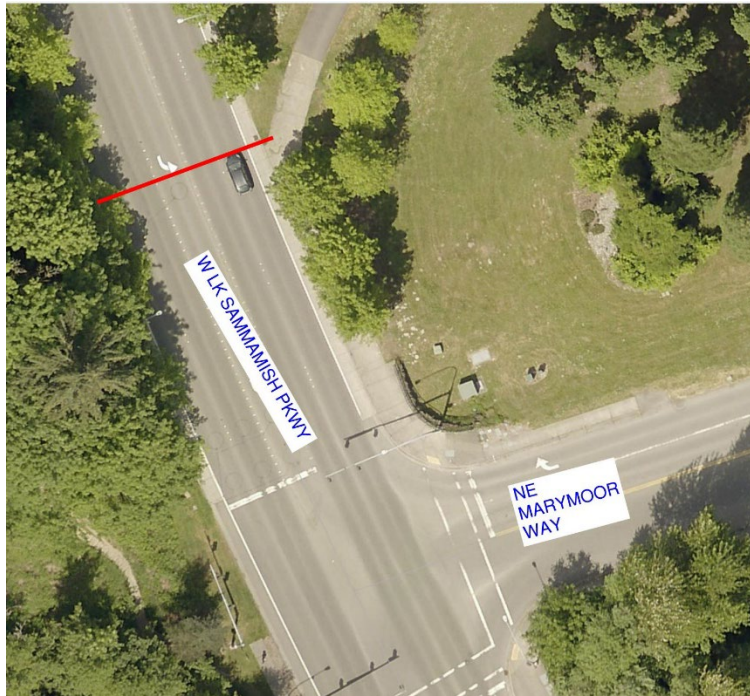


Figure 3. Project Southern Limit at SR 520 Ramps



**Deliverables:**

- Existing base mapping in a sheet format ready for design features to be shown.

C:\Users\la1shabir\OneDrive - City of Redmond\WLS P Pavement-Design Documents\Consultant Agreements\Final Docs\2023-0822 WLSP Pavement\_Scope of Work\_r3 (002).docx

## TASK 4.0 ENVIRONMENTAL DOCUMENTATION

The CONSULTANT will prepare environmental documentation in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA). Details regarding the expected level of environmental documentation required for the PROJECT to be in compliance with NEPA and SEPA are provided below. NEPA will be addressed because the project will be funded in part with federal dollars, which is a trigger for NEPA compliance.

### 4.1. Environmental Meetings

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.

Prior to the preparation of any NEPA-related documentation, the CONSULTANT shall contact WSDOT Highways and Local Programs (H&LP) staff to request a NEPA Kick-off meeting (including site visit), at which the CONSULTANT (DEA) shall confirm with WSDOT H&LP Environmental Staff the proposed approach and submittal requirements.

#### Assumptions:

- One Environmental kick-off meeting between the CONSULTANT and the CITY environmental lead.
- One NEPA Kick-off Meeting including site visit with representative(s) from WSDOT H&LP.

#### Deliverables:

- Meeting Agenda
- Meeting Minutes

### 4.2. NEPA/SEPA Compliance

Since the project qualifies for a NEPA categorical exclusion under 23 CFR 771.117(d), the CONSULTANT will prepare DOT form 140-100 (NEPA Categorical Exclusion Documentation Form [CED]) for review by the City and H&LP. Other federal regulations triggered by the federal funding (e.g., NHPA Section 106, ESA Section 7, Executive Order 12989, etc.) don't apply to this project since it doesn't affect any historic/cultural resources, endangered species, environmental justice populations, etc. and all work is within the existing roadway. Compliance for these federal requirements will consist of letters to file and correspondence with agencies to confirm compliance. The CONSULTANT will prepare these letters for H&LP to coordinate with the federal agencies on the project's exclusion from these requirements. The NEPA CED will be adopted to satisfy SEPA.

#### Deliverables:

- Draft CED for CITY and H&LP review.
- Final CED for signature.
- Draft SEPA Adoption Notice for CITY and H&LP review.
- Final SEPA Adoption Notice for signature.

### 4.3. Permitting

The CONSULTANT will prepare the following permit applications and exhibits:

- Stormwater Pollution Prevention Plan (SWPPP)
- Redmond SEPA Exemption

- WSDOT General Permit
- Redmond Right-of-Way Permit
- Redmond Shoreline Exemption

**Assumptions:**

- CITY environmental permits anticipated for the PROJECT are a shoreline exemption and SEPA determination.
- No state or federal aquatic permits are anticipated for the PROJECT.
- The CONTRACTOR will use final SWPPP as their basis for their SWPPP submittal.

**Deliverables:**

- Draft SWPPP.
- Final SWPPP.
- Draft Redmond SEPA Exemption.
- Final Redmond SEPA Exemption.
- Draft WSDOT General Permit for CITY and H&LP review.
- Final WSDOT General Permit for signature.
- Draft Redmond Right-of-Way Permit for CITY review.
- Final Redmond Right-of-Way Permit for signature.
- Draft Redmond Shoreline Exemption for CITY review.
- Draft Redmond Shoreline Exemption for signature.

## **TASK 5.0 UTILITY COORDINATION**

The CITY will take the lead to contact and meet with utilities owners.

The CONSULTANT shall support the CITY with preparation of exhibits and providing responses to utility owners questions.

**Deliverables:**

- Exhibits.
- Responses to questions.

## **TASK 6.0 AGENCY COORDINATION**

### **6.1. WSDOT Coordination**

The CONSULTANT shall arrange, prepare for, attend, and prepare meeting minutes for meetings with WSDOT to discuss the project. Items that will need WSDOT coordination include WSDOT General Permit, channelization restoration within WSDOT Limited Access, off and on ramp allowable closure times, and traffic control plans.

This task also includes coordination with WSDOT through e-mails and Teams meetings.

The CONSULTANT shall prepare electronic copies submittal of the 90% and 100% for WSDOT Local Program and WSDOT Construction Traffic review. The CONSULTANT shall address WSDOT's comments.

For budgetary purposes, it is assumed up to five (5) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.



**Deliverables:**

- Meeting Agendas
- Meeting Minutes

**6.2. King County Parks Coordination**

The CONSULTANT (DEA) shall arrange, prepare for, attend, and prepare meeting minutes for meetings with King County Parks to discuss the project. Since Marymoor Park hosts several events that generate high volumes of traffic, the goal of these meetings with King County Parks is to identify these events so that the CITY can determine if the PROJECT needs to implement restricted work hours and/or days due to these events.

If restrictions are needed, the CONSULTANT (DEA) shall incorporate them into the contract special provisions.

For budgetary purposes, it is assumed up to three (3) meetings will occur, each lasting 1 hour and 1 hour for meeting preparation, agenda, and minutes. These meetings will be virtual Teams meetings and attended by two CONSULTANT staff.

**Deliverables:**

- Meeting Agendas
- Meeting Minutes

**TASK 7.0 PAVEMENT REPORT**

The CONSULTANT (HWA) shall perform pavement evaluation and testing and shall prepare a pavement report for West Lake Sammamish Parkway.

The pavement report will provide recommendations for pavement repair and overlay depth.

The CONSULTANT (HWA) shall perform Falling Weight Deflectometer (FWD) testing along all travel lanes from the north end of NE Marymoor Way intersection to south end of Leary Way intersection. Tests will be performed at approximately 100-foot intervals. Tests will consist of three drops at each location. GPS readings will be taken at each test location. Eight 6-inch diameter pavement cores (two in each travel lane) will be taken. Hand auger explorations to a depth of about two feet at each core location will be performed. Cores will be patched with Aqua Permanent Cold Patch, compacted in lifts, matching existing pavement thickness. The CONSULTANT (HWA) shall arrange for utility locates prior to coring.

The CONSULTANT (HWA) shall generate logs of pavement cores and perform engineering analyses to determine engineering properties of the subgrade and existing pavement structure.

The CONSULTANT (HWA) shall prepare a report presenting the results of the field testing, including FWD deflection readings, back-calculated resilient moduli of the subgrade, logs of pavement cores, and recommendations for new overlay design. The report will include discussions for pavement areas that should be reconstructed as opposed to rehabilitated.

The CONSULTANT (DEA) shall review the Pavement Rehabilitation Report for West Lake Sammamish Parkway and implement its recommendations.

**Deliverables:**

- Draft West Lake Sammamish Parkway Pavement Report (electronic PDF files).
- Final West Lake Sammamish Parkway Pavement Report (electronic PDF files).

## TASK 8.0 DESIGN

### 8.1. Project Site Visits

The CONSULTANT (DEA) shall conduct up to two (2) additional site visits by two (2) staff during the project to review/address design issues. CITY staff shall be present during site visits, if requested.

It is assumed the site visits will last up to two (2) hours each.

### 8.2. Plans, Specification, and Estimate Preparation (30%, 60%, and 90% Completion)

The CONSULTANT (DEA, CE) shall bring the design to a 100% completion level with intermediate milestones at the 30%, 60%, and 90% completions, and shall participate in a review coordination meeting to respond to CITY staff questions and comments at each of the three submittals. Review comments will be responded to and incorporated as directed by the CITY Project Manager. The preliminary and final design will include the following elements, at a minimum, prepared by the CONSULTANT for each milestone as noted:

- Cover sheet including a vicinity map (30%, 60%, and 90%)
- Legend & Abbreviations (60% and 90%)
- Typical Roadway Sections (30%, 60%, and 90%)
- Roadway Plans (30%, 60%, and 90%)
- Roadway Details (60% and 90%)
- Channelization Plans (30%, 60%, and 90%)
- Temporary Erosion Control Plans (TESC) (60% and 90%)
- Traffic Signal Plans (60% and 90%)
- Temporary Traffic Signal Video Detection Plans (60% and 90%)
- Traffic Control Plans (60% and 90%)
- Contract Provisions (60% and 90%)
- Cost Estimate (30%, 60%, and 90%)

The CONSULTANT (CE) shall prepare traffic signal plans for the traffic signal system modifications required due to the grinding of West Lake Sammamish Parkway. Traffic signal system modifications will be limited to the replacement of loop detectors since pedestrian crossings will not be impacted. The following West Lake Sammamish Parkway NE corridor intersection legs are expected to be impacted with the PROJECT.

- Redmond Signal: North Leg of intersection with NE Marymoor Way
- WSDOT Signal: South Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: North Leg of intersection with SR 520 Eastbound Off Ramp
- WSDOT Signal: South Leg of intersection with SR 520 Westbound On Ramp/Leary Way

The CONSULTANT (DEA, CE) shall determine bid items, quantities, and prepare an engineer's opinion probable construction cost estimate based on current unit bid prices.

#### **Assumptions:**

- The CONSULTANT (DEA, CE) shall use, as much as possible, bid items listed in WSDOT Standard Bid Items and/or WSDOT/APWA Standard Specifications.
- For concrete pavement bike lane surfacing, spot concrete panel repair may be needed.
- For concrete pavement bike lane surfacing, the existing pavement markings will be removed and replaced with pavement markings in accordance to Redmond's Standard Details.

#### **Deliverables:**

- 30% Plans & Estimate (electronic PDF).
- 60% Plans, Specifications, & Estimate (electronic PDF).
- 90% Plans, Specifications, & Estimate (electronic PDF).

### **8.3. 100% PS&E Documents**

The CONSULTANT (DEA, CE) shall prepare the following in accordance with the CITY's review comments from the 90% final design and coordination meeting:

- Modifications and/or revisions in response to CITY review comments from the 90% design and coordination meeting.
- Final design of project elements.
- Special provisions and listing of CITY standard specifications, with fill-ins, to be incorporated in the construction contract documents.
- Preparation of 100% plans.
- Preparation of 100% list of bid items, quantities, and a construction cost estimate for a set of signed and reproducible construction contract documents.

The CONSULTANT (DEA, CE) will assemble all plan sheets, general and special provisions, cost estimates, and associated documentation for submittal as the 100% PS&E package. The CONSULTANT shall stamp and sign the 100% plans and specifications, and then make a PDF file for the CITY to submit it to Builders Exchange of Washington for posting.

#### **Deliverables:**

- Stamped and signed contract provisions (electronic PDF files).
- Stamped and signed contract plans (electronic PDF files).
- Call for Bids (electronic PDF files).
- Engineer's Opinion of Probable Construction Cost Estimate in electronic PDF and Excel formats.

### **8.4. Assistance During Bid Period**

The CONSULTANT (DEA, CE) 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 (DEA, CE) 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 level of budget provided in this agreement.

The CONSULTANT (DEA, CE) shall provide any necessary plan, specification, or cost estimate changes required by any/all addenda. The CONSULTANT shall stamp and sign any plan revisions required.

After PROJECT (DEA, CE) Bid Opening, the CONSULTANT (DEA) shall compile changes and create a conformed set of plans and contract provisions to be referred to as the As-Bid documents.

The CONSULTANT shall provide As-Bid documents to the CITY.

#### **Assumptions:**

- The CONSULTANT (DEA, CE) will not produce hard paper copies of the plans and contract provisions.

#### **Deliverables:**

- Provide responses to bidders' questions.
- Addenda documentation (electronic PDF files).

- As-Bid Plans and Contract Provisions (electronic PDF files).

## **TASK 9.0 COMMUNITY OUTREACH SUPPORT**

The CITY will take the lead on public involvement work.

The CONSULTANT (DEA) shall support the COUNTY with preparation of exhibits and/or graphics to the level of effort identified in the budget.

### **Deliverables:**

- Exhibits and/or Graphics for Community Outreach.

## **TASK 10.0 OPTIONAL SERVICE**

### **10.1. Construction Support Services**

In addition, Optional Services may be required and are to be utilized only for additional and unforeseen added work that is not included in this Scope of Services. The CONSULTANT (DEA) 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:

- Additional investigations and design services
- Construction Engineering Support
- Construction Management and Inspection Support
- Record Drawings Preparation

Budget for this task is not included and will be negotiated separately.

## ***Exhibit B***

### ***DBE Participation Plan***

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

[See attached DBE Participation Plan](#)

***David Evans and Associates, Inc. (DEA)***

***DBE Inclusion Plan  
for  
City of Redmond***

***West Lake Sammamish Parkway Preservation (North of Marymoor Way to  
Leary Way)***

**General Description of Work:**

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs for roadway preservation for the West Lake Sammamish Parkway Preservation project located in Redmond, WA.

**1. SUBCONTRACTING**

The work associated with this Task Order/Project is subject to a Disadvantage Business Enterprise (DBE) minimum goal of 21 percent (21%). DEA will make a good faith effort to achieve a participation of at least 21% by one or more certified DBE firms.

**2. DIVERSE BUSINESS SUBCONTRACTORS**

A list of diverse business contractors DEA included with this project are listed below.

Name of DBE Firm	DBE Certification	Specialty Services
HWA GeoSciences, Inc.	Yes/DBE	Pavement Analysis and Design
Concord Engineering	Yes/DBE	Traffic Signal/Traffic Control

For this project, HWA and Concord are expected to be contracted for approximately \$116,880, which will likely exceed the 21% goal.

At any point in the delivery of this contract, if additional services are needed, HWA and Concord, or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

**3. DIVERSITY EXPERT**

DEA will track and prepare monthly updates on diverse business utilization, progress to date, and projections. DEA will also evaluate change orders for potential diverse business participation.

**4. PAST PERFORMANCE OR STRATEGIES**

DEA has a track record of utilizing MSVWBE (including DBE) firms on a variety of projects in key roles. DEA's approach is to solicit partnering relationships primarily based upon technical capabilities rather than a subcontracting goal, and invest in those relationships in order to provide our clients with reliable and diverse expertise.

To facilitate the development of these relationships, DEA organized an internal Small Business Program in 1995 with the goal of providing maximum practicable opportunities for small businesses to participate on contracts with DEA. DEA's Small Business Program formalizes and documents the efforts DEA undertakes to include small businesses in our contracts. As part of this program, regional liaisons conduct outreach activities to connect DEA staff with qualified small businesses. These small businesses are brought onto project teams in focused roles and provided mentorship and guidance to help them succeed with the intent to continue that partnership onto future projects.

Since 1995, DEA has conducted regular small business fairs to provide opportunities for MSVWBE firms to interact with our project managers and provide information about their services, so we can move quickly when opportunities arise. The high numbers of MSVWBE firms we actively work with provide evidence of the program's success. For the past several years, DEA's Portland office has worked with more than 20 MSVWBE firms in Oregon and Washington each year and subcontracts more than \$1.3 million dollars on average to MSVWBE firms annually.

DEA also participates in the more traditional forms of outreach in our community, including Oregon Association of Minority Entrepreneurs committees and conferences, Minority Enterprise Development Week, and other local technical job fairs. Often, for specific projects, DEA will continue to hold focused DBE outreach events to nurture and develop relationships with MSVWBE firms that will hold meaningful roles on project assignments. For example, DEA held a networking event out of our Bellevue, WA, office in June 2015, specifically to solicit qualifications and establish relationships with DBE firms for an upcoming light rail project. This fair was attended by more than 50 firms from the Seattle area and would have added ten MSVWBE firms to be included to the project team in significant roles. This year our Portland office held a fair in May with the same goal of attracting MSVWBE firms with whom we can partner on upcoming projects.

## **5. PROMPT PAYMENT AND DISPUTE RESOLUTION**

### **Prompt Payments:**

All Subconsultant invoices are due by the 20th calendar day of the month for services completed through the end of the previous calendar month. Invoices are reviewed and approved by the DEA project manager and then processed monthly by Corporate Accounts Payable for billing submission with the DEA invoice. If the Subconsultant invoice is not approved, the Subconsultant will be notified and required to resubmit a corrected invoice along with any required documentation. Accounts Receivable processes weekly reports of project payments, and releases payments to the Subconsultants once a week.

### **Disputed Billings:**

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime

Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

**6. OTHER**

Not applicable



# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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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 2023

Transmission: FTP, Email, SharePoint

#### **B. Roadway Design Files**

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

#### **C. Computer Aided Drafting Files**

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

Format: Basemap in CAD/Civil3d 2023

Transmission: FTP, Email, SharePoint

D. Specify the Agency's Right to Review Product with the Consultant  
Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency  
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, FTP, 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***

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See attached prime spreadsheets.

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**David Evans and Associates, Inc.**

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Project Manager IV (PJM4)	131		\$ 283.12		\$37,089
2	Project Manager III (PJM3)	14		\$ 220.03		\$3,080
3	Engineer III (ENG3)	238		\$ 135.41		\$32,227
4	Engineering Designer II (END2)	200		\$ 122.91		\$24,582
5	Project Manager III (PJM3)	44		\$ 233.88		\$10,291
6	Project Coordinator III (PJC3)	16		\$ 119.40		\$1,910
7	Project Accountant IV (PAC4)	11		\$ 140.94		\$1,550
8	Scientist II (SCI2)	80		\$ 118.48		\$9,478
9	GIS Analyst IV (GIA4)	16		\$ 156.95		\$2,511

Total Hrs. 750

**Salary Cost** **\$ 122,719**

**Salary Escalation Cost (estimated)**

**Escalation - % of Labor Cost** 0% per year @ 0 year(s) \$0

**Total Salary Cost** **\$ 122,719**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	0	sets @	\$100 /set	\$ -
Half-Size Plans	0	sets @	\$50 /set	\$ -
Specifications	0	sets @	\$50 /set	\$ -
Mail/Deliveries/Fed Ex	4	@	\$35 /each	\$ 140.00
Mileage	75	miles @	\$0.655 /mile	\$ 49.13
<b>Subtotal</b>				<b>\$ 189</b>

**David Evans and Associates Total** **\$ 122,908**

**Subconsultants**

	-	DBE	Hrs	\$ Total
HWA GeoSciences Inc.		14.7%	138	\$ 34,323
Concord Engineering		32.62%	454	\$ 76,118
<b>Total</b>		<b>47.3%</b>	<b>592</b>	
<b>Subconsultant Total</b>				<b>\$ 110,442</b>

**Direct Expenses Sub-Total (including Subconsultants)** **\$ 110,631**

**Total Costs** **\$ 233,350**

**Management Reserve Fund (10%)** **\$ 23,335**

**Total Costs with Management Reserve Fund** **\$ 256,685**

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

David Evans and Associates, Inc.

Work Element #	Work Element	1 Project Manager IV (PJM4)	2 Project Manager III (PJM3)	3 Engineer III (ENG3)	4 Engineering Designer II (END2)	5 Project Manager III (PJM3)	6 Project Coordinator III (PJC3)	7 Project Accountant IV (PAC4)	8 Scientist II (SCI2)	9 GIS Analyst IV (GIA4)	DEA Total hrs	DEA Total \$
2.0	Project Management and Coordination											
2.1	Project Management	20					8	3			31	\$7,040
2.2	Subconsultant Coordination	20									20	\$5,662
2.3	Develop Project Schedule	16									16	\$4,530
2.4	Monthly Invoices/Progress Reports	8					8	8			24	\$4,348
2.5	Progress Meetings	14		14							28	\$5,859
2.6	Quality Control/Quality Assurance Review		2								2	\$440
2.7	Change Management	2									2	\$566
	Work Element 2.0 Total	80	2	14			16	11			123	\$28,446
3.0	Survey and Basemap Preparation											
3.1	Base Mapping Using City Provided Data			24	40						64	\$8,166
3.2	Data Collection			24	24						48	\$6,200
	Work Element 3.0 Total			48	64						112	\$14,366
4.0	Environmental Documentation											
4.1	Environmental Meetings	2				4					6	\$1,502
4.2	NEPA/SEPA Compliance	2				24			40	12	78	\$12,802
4.3	Permitting	2				16			40	4	62	\$9,675
	Work Element 4.0 Total	6				44			80	16	146	\$23,979
5.0	Utility Coordination	2		8							10	\$1,649
	Work Element 5.0 Total	2		8							10	\$1,649
6.0	Agency Coordination											
6.1	WSDOT Coordination	10		10							20	\$4,185
6.2	King County Parks Coordination	6		6							12	\$2,511
	Work Element 6.0 Total	16		16							32	\$6,696
7.0	Pavement Report	1		2							3	\$554
	Work Element 7.0 Total	1		2							3	\$554
8.0	Design											
8.0	Project Site Visits			6	6						12	\$1,550
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)											
8.2.1	30% Submittal	2	4	24	34						64	\$8,875
8.2.2	60% Submittal	10	4	50	30						94	\$14,169
8.2.3	90% Submittal	4	2	30	30						66	\$9,322
8.3	100% PS&E Documents	4	2	30	30						66	\$9,322
8.4	Assistance During Bid Period	4		4							8	\$1,674
	Work Element 7.0 Total	24	12	144	130						310	\$44,912
9.0	Community Outreach Support											
	Exhibits/Graphics Preparation	2		6	6						14	\$2,116
	Work Element 9.0 Total	2		6	6						14	\$2,116
10.0	Optional Service											
	Additional investigations and design services											
	Construction Engineering Support											
	Construction Management and Inspection Support											
	Record Drawings Preparation											
	Work Element 10.0 Total											
	EXPENSES											\$189
	SALARY ESCALATION											
	PROJECT WORK ELEMENTS TOTALS	131	14	238	200	44	16	11	80	16	750	\$122,908

**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Consultant Hours Summary**

Work Element #	Work Element	DEA Total Hours	HWA Total Hours	CE Total Hours	Total Hrs	% of Total Hours
		Total hrs	Total hrs	Total hrs	Total Hrs	%
<b>2.0</b>	<b>Project Management and Coordination</b>					
2.1	Project Management	31			31	2.31%
2.2	Subconsultant Coordination	20			20	1.49%
2.3	Develop Project Schedule	16			16	1.19%
2.4	Monthly Invoices/Progress Reports	24		16	40	2.98%
2.5	Progress Meetings	28		16	44	3.28%
2.6	Quality Control/Quality Assurance Review	2		30	32	2.38%
2.7	Change Management	2		2	4	0.30%
	<b>Work Element 2.0 Total</b>	<b>123</b>		<b>64</b>	<b>187</b>	<b>13.93%</b>
<b>3.0</b>	<b>Survey and Basemap Preparation</b>					
3.1	Base Mapping Using City Provided Data	64			64	4.77%
3.2	Data Collection	48			48	3.58%
	<b>Work Element 3.0 Total</b>	<b>112</b>			<b>112</b>	<b>8.35%</b>
<b>4.0</b>	<b>Environmental Documentation</b>					
4.1	Environmental Meetings	6			6	0.45%
4.2	NEPA/SEPA Compliance	78			78	5.81%
4.3	Permitting	62			62	4.62%
	<b>Work Element 4.0 Total</b>	<b>146</b>			<b>146</b>	<b>10.88%</b>
<b>5.0</b>	<b>Utility Coordination</b>	10			10	0.75%
	<b>Work Element 5.0 Total</b>	<b>10</b>			<b>10</b>	<b>0.75%</b>
<b>6.0</b>	<b>Agency Coordination</b>					
6.1	WSDOT Coordination	20		8	28	2.09%
6.2	Pavement Analysis and Report - NE 51st Street	12			12	0.89%
	<b>Work Element 6.0 Total</b>	<b>32</b>		<b>8</b>	<b>40</b>	<b>2.98%</b>
<b>7.0</b>	<b>Pavement Report</b>	3	138		141	10.51%
	<b>Work Element 7.0 Total</b>	<b>3</b>	<b>138</b>		<b>141</b>	<b>10.51%</b>
<b>8.0</b>	<b>Design</b>					
8.0	Project Site Visits	12		20	32	2.38%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	64			64	4.77%
8.2.2	60% Submittal	94		204	298	22.21%
8.2.3	90% Submittal	66		80	146	10.88%
8.3	100% PS&E Documents	66		60	126	9.39%
8.4	Assistance During Bid Period	8		18	26	1.94%
	<b>Work Element 7.0 Total</b>	<b>310</b>		<b>382</b>	<b>692</b>	<b>51.56%</b>
<b>9.0</b>	<b>Community Outreach Support</b>					
	Exhibits/Graphics Preparation	14			14	1.04%
	<b>Work Element 9.0 Total</b>	<b>14</b>			<b>14</b>	<b>1.04%</b>
	<b>Optional Service</b>					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	<b>Work Element 10.0 Total</b>					
<b>PROJECT WORK ELEMENTS TOTALS</b>		<b>750</b>	<b>138</b>	<b>454</b>	<b>1342</b>	<b>100.00%</b>



**Exhibit D**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Consultant Cost Summary**

Work Element #	Work Element	DEA Total Costs	HWA Total Costs	CE Total Costs	Total Costs	% of Total \$
#		Total \$	Total \$	Total \$	Total \$	%
2.0	<b>Project Management and Coordination</b>					
2.1	Project Management	\$7,040			\$7,040	2.74%
2.2	Subconsultant Coordination	\$5,662			\$5,662	2.21%
2.3	Develop Project Schedule	\$4,530			\$4,530	1.76%
2.4	Monthly Invoices/Progress Reports	\$4,348		\$2,610	\$6,957	2.71%
2.5	Progress Meetings	\$5,859		\$3,742	\$9,601	3.74%
2.6	Quality Control/Quality Assurance Review	\$440		\$7,533	\$7,973	3.11%
2.7	Change Management	\$566		\$468	\$1,034	0.40%
	<b>Work Element 2.0 Total</b>	<b>\$28,446</b>		<b>\$14,353</b>	<b>\$42,799</b>	<b>16.67%</b>
3.0	<b>Survey and Basemap Preparation</b>					
3.1	Base Mapping Using City Provided Data	\$8,166			\$8,166	3.18%
3.2	Data Collection	\$6,200			\$6,200	2.42%
	<b>Work Element 3.0 Total</b>	<b>\$14,366</b>			<b>\$14,366</b>	<b>5.60%</b>
4.0	<b>Environmental Documentation</b>					
4.1	Environmental Meetings	\$1,502			\$1,502	0.59%
4.2	NEPA/SEPA Compliance	\$12,802			\$12,802	4.99%
4.3	Permitting	\$9,675			\$9,675	3.77%
	<b>Work Element 4.0 Total</b>	<b>\$23,979</b>			<b>\$23,979</b>	<b>9.34%</b>
5.0	<b>Utility Coordination</b>	\$1,649			\$1,649	0.64%
	<b>Work Element 5.0 Total</b>	<b>\$1,649</b>			<b>\$1,649</b>	<b>0.64%</b>
6.0	<b>Agency Coordination</b>					
6.1	WSDOT Coordination	\$4,185		\$1,566	\$5,751	2.24%
6.2	Pavement Analysis and Report - NE 51st Street	\$2,511			\$2,511	0.98%
	<b>Work Element 6.0 Total</b>	<b>\$6,696</b>		<b>\$1,566</b>	<b>\$8,262</b>	<b>3.22%</b>
7.0	<b>Pavement Report</b>	\$554	\$26,063		\$26,617	10.37%
	<b>Work Element 7.0 Total</b>	<b>\$554</b>	<b>\$26,063</b>		<b>\$26,617</b>	<b>10.37%</b>
8.0	<b>Design</b>					
8.0	Project Site Visits	\$1,550		\$3,141	\$4,691	1.83%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)					
8.2.1	30% Submittal	\$8,875			\$8,875	3.46%
8.2.2	60% Submittal	\$14,169		\$32,182	\$46,351	18.06%
8.2.3	90% Submittal	\$9,322		\$12,408	\$21,730	8.47%
8.3	100% PS&E Documents	\$9,322		\$9,267	\$18,589	7.24%
8.4	Assistance During Bid Period	\$1,674		\$3,058	\$4,732	1.84%
	<b>Work Element 7.0 Total</b>	<b>\$44,912</b>		<b>\$60,056</b>	<b>\$104,968</b>	<b>40.89%</b>
9.0	<b>Community Outreach Support</b>					
	Exhibits/Graphics Preparation	\$2,116			\$2,116	0.82%
	<b>Work Element 9.0 Total</b>	<b>\$2,116</b>			<b>\$2,116</b>	<b>0.82%</b>
	<b>Optional Service</b>					
	Additional investigations and design services					
	Construction Engineering Support					
	Construction Management and Inspection Support					
	Record Drawings Preparation					
	<b>Work Element 10.0 Total</b>					
	<b>Direct Expenses</b>	<b>\$189</b>	<b>\$8,260</b>	<b>\$144</b>	<b>\$8,593</b>	<b>3.35%</b>
	<b>Management Reserve</b>	<b>\$23,335</b>			<b>\$23,335</b>	<b>9.09%</b>
	<b>PROJECT WORK ELEMENTS TOTALS</b>	<b>\$122,908</b>	<b>\$34,323</b>	<b>\$76,118</b>	<b>\$256,685</b>	<b>100.00%</b>

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
BU/COE Sr. Manager I (BUS1)	\$78.50	\$140.31	\$22.77	\$241.58
BU/COE Sr. Manager II (BUS2)	\$95.18	\$170.12	\$27.60	\$292.91
BU/COE Sr. Manager III (BUS3)	\$151.00	\$269.90	\$43.79	\$464.69
Business Development Leader I (BUD1)	\$61.00	\$109.03	\$17.69	\$187.72
Business Development Leader II (BUD2)	\$110.63	\$197.74	\$32.08	\$340.45
Business Development Leader III (BUD3)	\$92.50	\$165.33	\$26.83	\$284.66
Business Development Leader IV (BUD4)	\$144.00	\$257.39	\$41.76	\$443.15
COE Delivery Leader III (CDL3)	\$75.50	\$134.95	\$21.90	\$232.34
Construction Inspector I (CIN1)	\$35.00	\$62.56	\$10.15	\$107.71
Construction Inspector III (CIN3)	\$46.50	\$83.11	\$13.49	\$143.10
Construction Services Manager III (CSM3)	\$79.00	\$141.20	\$22.91	\$243.11
Designer II (DES2)	\$39.40	\$70.42	\$11.43	\$121.25
Designer III (DES3)	\$58.00	\$103.67	\$16.82	\$178.49
Designer IV (DES4)	\$65.72	\$117.47	\$19.06	\$202.25
Designer V (DES5)	\$67.32	\$120.33	\$19.52	\$207.17
Electrical Engineer II (ELE2)	\$44.72	\$79.93	\$12.97	\$137.62
Electrical Engineer III (ELE3)	\$47.32	\$84.58	\$13.72	\$145.62
Engineering Designer I (END1)	\$41.00	\$73.28	\$11.89	\$126.17
Engineering Designer II (END2)	\$51.00	\$91.16	\$14.79	\$156.95
Engineer III (ENG3)	\$59.00	\$105.46	\$17.11	\$181.57
Engineer IV (ENG4)	\$58.98	\$105.42	\$17.10	\$181.51
Engineer V (ENG5)	\$72.00	\$128.69	\$20.88	\$221.57
Engineer VI (ENG6)	\$90.00	\$160.87	\$26.10	\$276.97
Engineer VII (ENG7)	\$91.04	\$162.72	\$26.40	\$280.17
Field Survey Technician I (FST1)	\$25.85	\$46.20	\$7.50	\$79.55
Field Survey Technician II (FST2)	\$27.50	\$49.15	\$7.98	\$84.63
Field Survey Technician IV (FST4)	\$33.00	\$58.98	\$9.57	\$101.55
GIS Analyst II (GIA2)	\$42.50	\$75.96	\$12.33	\$130.79
GIS Analyst IV (GIA4)	\$51.00	\$91.16	\$14.79	\$156.95
Graphic Designer III (GRD3)	\$48.20	\$86.15	\$13.98	\$148.33
Intern I (INT1)	\$18.50	\$33.07	\$5.37	\$56.93
Intern II (INT2)	\$23.00	\$41.11	\$6.67	\$70.78
Landscape Architect IV (LAR4)	\$42.76	\$76.43	\$12.40	\$131.59
Landscape Architect V (LAR5)	\$51.50	\$92.05	\$14.94	\$158.49
Landscape Designer IV (LAD4)	\$44.50	\$79.54	\$12.91	\$136.94

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Marketer III (MKT3)	\$43.86	\$78.40	\$12.72	\$134.97
Marketer IV (MKT5)	\$60.86	\$108.78	\$17.65	\$187.29
Office Survey Technician I (OST1)	\$31.00	\$55.41	\$8.99	\$95.40
Office Survey Technician III (OST3)	\$38.00	\$67.92	\$11.02	\$116.94
Office Survey Technician IV (OST4)	\$37.00	\$66.13	\$10.73	\$113.86
Office Survey Technician V (OST5)	\$45.00	\$80.43	\$13.05	\$138.48
Party Chief I (PCH1)	\$34.50	\$61.67	\$10.01	\$106.17
Party Chief II (PCH2)	\$41.50	\$74.18	\$12.04	\$127.71
Party Chief III (PCH3)	\$45.50	\$81.33	\$13.20	\$140.02
Party Chief IV (PCH4)	\$53.00	\$94.73	\$15.37	\$163.10
Planner II (PLN2)	\$45.36	\$81.08	\$13.15	\$139.59
Planner III (PLN3)	\$55.04	\$98.38	\$15.96	\$169.38
Project Accountant III (PAC3)	\$38.02	\$67.96	\$11.03	\$117.00
Project Accountant IV (PAC4)	\$45.80	\$81.86	\$13.28	\$140.94
Project Accountant V (PAC5)	\$48.51	\$86.71	\$14.07	\$149.28
Project Controls Spec. III (PCS3)	\$43.22	\$77.25	\$12.53	\$133.01
Project Coordinator I (PJC1)	\$30.14	\$53.87	\$8.74	\$92.75
Project Coordinator II (PJC2)	\$33.50	\$59.88	\$9.72	\$103.09
Project Coordinator III (PJC3)	\$39.60	\$70.78	\$11.48	\$121.87
Project Coordinator IV (PJC4)	\$40.50	\$72.39	\$11.75	\$124.63
Project Coordinator V (PJC5)	\$43.50	\$77.75	\$12.62	\$133.87
Project Manager I (PJM1)	\$45.50	\$81.33	\$13.20	\$140.02
Project Manager II (PJM2)	\$61.00	\$109.03	\$17.69	\$187.72
Project Manager III (PJM3)	\$76.00	\$135.84	\$22.04	\$233.88
Project Manager IV (PJM4)	\$94.10	\$168.19	\$27.29	\$289.58
Project Manager V (PJM5)	\$105.78	\$189.07	\$30.68	\$325.53
Project Manager VI (PJM6)	\$119.56	\$213.70	\$34.67	\$367.93
Project Surveyor I (PSV1)	\$51.00	\$91.16	\$14.79	\$156.95
Project Surveyor III (PSV3)	\$59.50	\$106.35	\$17.26	\$183.11
Project Surveyor IV (PSV4)	\$69.00	\$123.33	\$20.01	\$212.34
QA/QC Specialist II (QAC2)	\$36.56	\$65.35	\$10.60	\$112.51
Scientist II (SCI2)	\$38.50	\$68.81	\$11.17	\$118.48
Scientist IV (SCI4)	\$50.00	\$89.37	\$14.50	\$153.87
Senior Transit Planner (SPLT)	\$60.00	\$107.24	\$17.40	\$184.64

## Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region  
14432 SE Eastgate Way, Suite 400  
Bellevue, WA 98007

City of Redmond - West Lake Sammamish Parkway Preservation

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 178.74%	Fixed Fee NTE 29.00%	All Inclusive Hourly Billing Rate NTE
Support Svcs Specialist II (SSS2)	\$29.54	\$52.80	\$8.57	\$90.91
Support Svcs Specialist IV (SSS4)	\$30.72	\$54.91	\$8.91	\$94.54
Support Svcs Specialist V (SSS5)	\$32.66	\$58.38	\$9.47	\$100.51
Survey Analyst I (SAN1)	\$39.00	\$69.71	\$11.31	\$120.02
Survey Analyst II (SAN2)	\$53.50	\$95.63	\$15.52	\$164.64
Survey Manager I (SVM1)	\$60.00	\$107.24	\$17.40	\$184.64
Survey Manager III (SVM3)	\$71.00	\$126.91	\$20.59	\$218.50
Remote Pilot I (RPL1)	\$25.39	\$45.38	\$7.36	\$78.13
Remote Pilot II (RPL2)	\$36.73	\$65.65	\$10.65	\$113.03
Remote Pilot III (RPL3)	\$57.19	\$102.22	\$16.58	\$175.99
Flight Operations Manager (FLOM)	\$70.49	\$125.99	\$20.44	\$216.93



**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](http://www.wsdot.wa.gov)

May 4, 2023

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

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Marie Fuzzell:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 178.74% of direct labor, (rate includes 0.40% 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 [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

Schatzie Harvey (May 4, 2023 14:44 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

May 4, 2023

SH:BJO

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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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 subconsultant spreadsheets.](#)

# Exhibit E City of Redmond

## West Lake Sammamish Parkway Preservation

### HWA GeoSciences Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Geologist VIII	2		\$ 287.56		\$575
2	Engineer VIII	40		\$ 296.02		\$11,841
3	Geologist IV	68		\$ 155.62		\$10,582
4	Geologist II	20		\$ 104.88		\$2,098
5	Contracts	2		\$ 152.24		\$304
6	CAD	4		\$ 109.95		\$440
7	Clerical	2		\$ 111.64		\$223
Total Hrs.		138				

**Salary Cost** \$ **26,063**

#### Salary Escalation Cost (estimated)

Escalation - % of Labor Cost **0%** per year @ **0** year(s) \$0

**Total Salary Cost** \$ **26,063**

Direct Expenses	No.	Unit	Each	Cost
FWD Rate	4	@	\$1,000 /hr	\$ 4,000.00
Laboratory Testing	1	@	\$460 LS	\$ 460.00
Pavement Coring	8	@	\$75 /core	\$ 600.00
Aarrowboard & Sign Rental for TC	1	@	\$3,000 LS	\$ 3,000.00
Mileage	306	miles @	\$0.655 /mile	\$ 200.43
<b>Subtotal</b>				<b>\$ 8,260</b>

**HWA GeoSciences Inc. Total** \$ **34,323**

**Project Cost Estimate**  
**West Lake Sammamish Parkway Pavement Preservation**  
**Redmond, Washington**  
**Prepared for DEA**



HWA GEOSCIENCES INC.

**HWA Ref: 2023-150**  
**Date: 11-Aug-23**

**Scope of Work**

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.  
This estimate assume no flaggers or UPOs will be required and traffic control will consist of arrowboard behind work areas with signs and cones.  
Perform FWD testing on each travel lane along WLSP from just north of Marymoor Park Intersection to just south of Leary Way intersection.  
Test spacing will be approximately 100 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.  
Mark pavement cores in the roadway at 8 locations along the alignment and arrange for utility locates.  
Perform pavement coring at 8 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.  
Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.  
Prepare photographic logs of pavement cores/hand borings.  
Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).  
Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.  
Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.  
Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & 2023 HOURLY RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII \$85.00	Engr. VIII \$87.50	Geol. IV \$46.00	Geol. II \$31.00	Contracts \$45.00	CAD \$32.50	Clerical \$33.00		
Project Setup/Coordination		4			2			6	\$440
Prepare ROW Use Application & TCP and Submit to City		2	6					8	\$451
Perform FWD Testing			8					8	\$368
Mark Pavement Cores and Arrange Locates		4	6					10	\$626
Perform Pavement Coring (8 Cores)			20	20				40	\$1,540
Prepare Photographic Pavement Core Logs		2	4					6	\$359
FWD Data Analyses/Prepare Spreadsheet		8	8					16	\$1,068
Walkthrough/Visual Assessment of Recon. Areas		8	8					16	\$1,068
Prepare Letter Report	2	8	8			4	2	24	\$1,434
Consultation / Project Management		4						4	\$350
<b>Direct Salary Cost</b>	2	40	68	20	2	4	2	138	<b>\$7,704</b>

**LABORATORY TEST SUMMARY:**

	Est. No.	Unit	Total
Test	Tests	Cost	Cost
Grain Size Distribution	4	\$115	\$460
Atterberg Limits (plasticity index)	0	\$235	\$0
CBR/Proctor	0	\$550	\$0

**LABORATORY TOTAL: \$460**

**ESTIMATED DIRECT EXPENSES:**

Mileage @ IRS rate	\$200
Traffic Control Plans	\$0
FWD Rate (@ \$1,000/hr)	\$4,000
Pavement Coring (@ \$75/core)	\$600
Traffic Control (Arrowboard/Signs/Etc.)	\$3,000
Laboratory Testing	\$460
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$8,260</b>

**PROJECT TOTALS AND SUMMARY:**

Direct Salary Cost (DSC)	\$7,704
OH @ 208.31% * DSC	\$16,048
FF @ 30% * DSC	\$2,311
Total Labor	\$26,063
Direct Expenses	\$8,260
<b>GRAND TOTAL:</b>	<b>\$34,323</b>

**Assumed Conditions:**

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.
3. Hot Mix Asphalt (HMA) patching will not be required at pavement core locations. If HMA patching is required, a supplemental budget will be necessary.



**Exhibit E**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

HWA GeoSciences Inc.

		1	2	3	4	5	6	7		
		Geologist VIII	Engineer VIII	Geologist IV	Geologist II	Contracts	CAD	Clerical		
Work Element #	Work Element	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	HWA Total hrs	HWA Total \$
2.0	Project Management and Coordination									
2.1	Project Management									
2.2	Subconsultant Coordination									
2.3	Develop Project Schedule									
2.4	Monthly Invoices/Progress Reports									
2.5	Progress Meetings									
2.6	Quality Control/Quality Assurance Review									
2.7	Change Management									
	Work Element 2.0 Total									
3.0	Survey and Basemap Preparation									
3.1	Base Mapping Using City Provided Data									
3.2	Data Collection									
	Work Element 3.0 Total									
4.0	Environmental Documentation									
4.1	Environmental Meetings									
4.2	NEPA/SEPA Compliance									
4.3	Permitting									
	Work Element 4.0 Total									
5.0	Utility Coordination									
	Work Element 5.0 Total									
6.0	Agency Coordination									
6.1	WSDOT Coordination									
6.2	King County Parks Coordination									
	Work Element 6.0 Total									
7.0	Pavement Report	2	40	68	20	2	4	2	138	\$26,063
	Work Element 7.0 Total	2	40	68	20	2	4	2	138	\$26,063
8.0	Design									
8.0	Project Site Visits									
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)									
8.2.1	30% Submittal									
8.2.2	60% Submittal									
8.2.3	90% Submittal									
8.3	100% PS&E Documents									
8.4	Assistance During Bid Period									
	Work Element 7.0 Total									
9.0	Community Outreach Support									
	Exhibits/Graphics Preparation									
	Work Element 9.0 Total									
10.0	Optional Service									
	Additional investigations and design services									
	Construction Engineering Support									
	Construction Management and Inspection Support									
	Record Drawings Preparation									
	Work Element 10.0 Total									
	EXPENSES									\$8,260
	SALARY ESCALATION									
PROJECT WORK ELEMENTS TOTALS		2	40	68	20	2	4	2	138	\$34,323

## HWA GEOSCIENCES INC.

### 2023 ANTE DIRECT RATES BY CATEGORY

TITLE	MIN BILLING RATE	MAX BILLING RATE
Administrative Support	\$30.00	\$35.00
CAD	\$30.00	\$45.00
Contracts Administrator	\$45.00	\$45.00
Geologist I	\$25.00	\$30.00
Geologist II	\$30.00	\$35.00
Geologist III	\$34.00	\$42.00
Geologist IV	\$42.00	\$47.00
Geologist V	\$46.00	\$50.00
Geologist VI	\$50.00	\$55.00
Geologist VII	\$55.00	\$65.00
Geologist VIII	\$70.00	\$85.00
Geotechnical Engineer I	\$36.00	\$38.00
Geotechnical Engineer II	\$38.00	\$46.00
Geotechnical Engineer III	\$44.00	\$48.00
Geotechnical Engineer IV	\$48.00	\$54.00
Geotechnical Engineer V	\$54.00	\$60.00
Geotechnical Engineer VI	\$60.00	\$70.00
Geotechnical Engineer VII	\$70.00	\$82.00
Geotechnical Engineer VIII	\$82.00	\$89.00
Hydrogeologist IV	\$55.00	\$60.00
Lab/Field Technician I	\$18.00	\$25.00
Lab/Field Technician II	\$22.00	\$28.00
Lab/Field Technician III	\$27.00	\$34.00
Lab/Field Technician IV	\$32.00	\$45.00
Lab/Field Technician V	\$40.00	\$50.00
Principal IX	\$93.00	\$110.00

**From:** [JoLyn Gillie](#)  
**To:** [Manuel Feliberti](#)  
**Subject:** FW: [EXTERNAL] Request to extend our FY 2021 ICR for 90 days  
**Date:** Friday, August 25, 2023 11:55:45 AM  
**Attachments:** [image001.jpg](#)

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Thanks,

**JoLyn Gillie, P.E.**

Geotechnical Engineer, Principal



HWA GeoSciences Inc.

21312 30<sup>th</sup> Drive SE, Suite 110

Bothell, WA 98021

Office: 425.774.0106 ext. 246

Cell: 206.794.3122

[www.hwageo.com](http://www.hwageo.com)

---

**From:** WSDOT Consultant Rates <ConsultantRates@WSDOT.WA.GOV>

**Sent:** Wednesday, August 2, 2023 8:54 AM

**To:** Vasiliy Babko <vbabko@hwageo.com>

**Cc:** JoLyn Gillie <jgillie@hwageo.com>; Sandy R Brodahl <SBrodahl@hwageo.com>; Hines, Donna <HinesDo@wsdot.wa.gov>

**Subject:** RE: [EXTERNAL] Request to extend our FY 2021 ICR for 90 days

**WARNING:** This email originated from an account outside of your organization. Please exercise extra caution when opening links and attachments.

Good morning,

We are granting your request for a 90-day extension.

You may continue to use your existing ANTE, until you get the new FYE 2022 ICR, by Sept 30, 2023.

We will retroactively apply an effective start date of July 1, 2023 to your ANTE tables.

Please contact us when your FYE 2022 ICR is executed, or no later than September 30, 2023, whichever takes place first.

Thank you.

Donna Hines – Transportation Engineer 4

WSDOT – Contract Services Office  
(360) 704-6397

---

**From:** Vasiliy Babko <[vbabko@hwageo.com](mailto:vbabko@hwageo.com)>  
**Sent:** Thursday, July 27, 2023 3:04 PM  
**To:** WSDOT Consultant Rates <[ConsultantRates@WSDOT.WA.GOV](mailto:ConsultantRates@WSDOT.WA.GOV)>  
**Cc:** JoLyn Gillie <[jgillie@hwageo.com](mailto:jgillie@hwageo.com)>; Sandy R Brodahl <[SBrodahl@hwageo.com](mailto:SBrodahl@hwageo.com)>  
**Subject:** [EXTERNAL] Request to extend our FY 2021 ICR for 90 days

**WARNING:** This email originated from outside of WSDOT. Please use caution with links and attachments.

To whom it may concern,

We would like to formally ask for an extension of our FY 2021 ICR for 90 days, so we are able to participate in contractual agreements that affect our clients with us being an OMWBE/DBE firm and our clients needing to fulfil the DBE participation goal.

Would it be possible to extend our ICR expiration date by 90 days? Because of the reason we had no influence on, our outside CPA firm that worked on our tax preparation documents and financials didn't provide us with the documentation necessary for finalizing the overhead review with a second CPA auditing firm on time for meeting 6/30 deadline.

We are scheduled to submit our 3<sup>rd</sup> party reviewed ICR to WSDOT by the end of next week, if all the stars align. We are willing to reimburse any overhead differential to the WSDOT should the FY 2022 overhead go down.

Please let me know if this is possible, to accommodate all work necessary on the current WSDOT projects. Currently approved ICR is attached.

Respectfully,

**Vasiliy P. Babko** | Controller

**HWA GeoSciences Inc.**

Office: 425.774.0106 (ext. 234) | Cell: 206.794.3114



**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](http://www.wsdot.wa.gov)

July 22, 2022

HWA GeoSciences, Inc.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell 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) 705-7019** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink, reading 'Erik K. Jonson'.

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

**HWA GEOSCIENCES, INC.**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

<b>Description</b>	<b>GL Account Balance</b>	<b>Unallowable Costs</b>	<b>FAR Ref</b>	<b>Total Proposed</b>	<b>% of Direct Labor</b>
<b>Direct Labor</b>	<u>\$ 1,797,812</u>	<u>\$ -</u>		<u>\$ 1,797,812</u>	
<b>Fringe Benefits:</b>					
Bonuses	\$ 154,950	\$ -		\$ 154,950	
PTO	370,876	-		370,876	
401 k	194,033	-		194,033	
Employee group insurance	268,211	-		268,211	
Workers' comp	9,699	-		9,699	
Payroll taxes	266,500	(2,894)	(1)	263,606	
Other employee benefits	9,873	-		9,873	
<b>Total Fringe Benefits</b>	<u>\$ 1,274,142</u>	<u>\$ (2,894)</u>		<u>\$ 1,271,248</u>	<u>70.71%</u>
<b>General Overhead:</b>					
Indirect labor	\$ 1,127,480	\$ (37,821)	(2)(3)	\$ 1,089,659	
Bid and proposals	90,168	-		90,168	
Automobile expense	21,344	-		21,344	
Advertising and marketing	16,865	(16,865)	(3)	-	
Bank service charges	2,500	-		2,500	
Contributions	3,159	(3,159)	(4)	-	
Computer and software expenses	137,965	-		137,965	
Depreciation and amortization	93,781	-		93,781	
Dues and subscriptions	5,712	-		5,712	
Insurance	242,935	-		242,935	
Interest	366	(366)	(5)(6)	-	
Maintenance and repairs	10,945	-		10,945	
Meals and entertainment	1,025	-		1,025	
Office supplies and postage	23,476	(150)	(7)	23,326	
Printing	28,076	-		28,076	
Professional fees	72,970	-		72,970	
Seminars and professional education	22,464	(650)	(3)	21,814	
Supplies	63,443	-		63,443	
Rent and utilities	401,126	-		401,126	
Taxes and licenses	98,584	28,333	(6)(8)(9)	126,917	
Telecommunications	61,970	-		61,970	
Travel	3,089	-		3,089	
Recovery	(28,909)	-		(28,909)	
<b>Total General Overhead</b>	<u>\$ 2,500,534</u>	<u>\$ (30,678)</u>		<u>\$ 2,469,856</u>	<u>137.38%</u>
<b>Total Fringe Benefits and General Overhead</b>	<u>\$ 3,774,676</u>	<u>\$ (33,572)</u>		<u>\$ 3,741,104</u>	<u>208.09%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				<u>\$ 3,899</u>	<u>0.22%</u>

See notes to the indirect cost statement.

**Exhibit E**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Concord Engineering**

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	Senior Engineer 7	30		\$ 251.11		\$7,533
2	Senior Engineer 6	116		\$ 233.88		\$27,130
3	Associate Engineer 6	130		\$ 157.56		\$20,483
4	Assistant Engineer 5	170		\$ 118.17		\$20,089
5	Project Coordinator 3	8		\$ 92.32		\$739
		Total Hrs.	454			

**Salary Cost** **\$ 75,974**

**Salary Escalation Cost (estimated)**

Escalation - % of Labor Cost 0% per year @ 0 year(s) \$0

**Total Salary Cost** **\$ 75,974**

Direct Expenses	No.	Unit	Each	Cost
Mileage	<span style="background-color: yellow;">220</span>	miles @	<span style="background-color: yellow;">\$0.655</span> /mile	\$ 144.10
<b>Subtotal</b>				<b>\$ 144</b>

**Concord Engineering Total** **\$ 76,118**

**Exhibit E**  
**City of Redmond**  
**West Lake Sammamish Parkway Preservation**

**Concord Engineering**

Work Element #	Work Element	1	2	3	4	5	CE Total hrs	CE Total \$	% of Total Hours
		Senior Engineer 7	Senior Engineer 6	Associate Engineer 6	Assistant Engineer 5	Project Coordinator 3			
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs			
<b>2.0</b>	<b>Project Management and Coordination</b>								
2.1	Project Management								
2.2	Subconsultant Coordination								
2.3	Develop Project Schedule								
2.4	Monthly Invoices/Progress Reports		8			8	16	\$2,610	3.52%
2.5	Progress Meetings		16				16	\$3,742	3.52%
2.6	Quality Control/Quality Assurance Review	30					30	\$7,533	6.61%
2.7	Change Management		2				2	\$468	0.44%
	<b>Work Element 2.0 Total</b>	30	26			8	64	\$14,353	14.10%
<b>3.0</b>	<b>Survey and Basemap Preparation</b>								
3.1	Base Mapping Using City Provided Data								
3.2	Data Collection								
	<b>Work Element 3.0 Total</b>								
<b>4.0</b>	<b>Environmental Documentation</b>								
4.1	Environmental Meetings								
4.2	NEPA/SEPA Compliance								
4.3	Permitting								
	<b>Work Element 4.0 Total</b>								
<b>5.0</b>	<b>Utility Coordination</b>								
	<b>Work Element 5.0 Total</b>								
<b>6.0</b>	<b>Agency Coordination</b>								
6.1	WSDOT Coordination		4	4			8	\$1,566	1.76%
6.2	King County Parks Coordination								
	<b>Work Element 6.0 Total</b>		4	4			8	\$1,566	1.76%
<b>7.0</b>	<b>Pavement Report</b>								
	<b>Work Element 7.0 Total</b>								
<b>8.0</b>	<b>Design</b>								
8.0	Project Site Visits		4	8	8		20	\$3,141	4.41%
8.2	Plans, Specifications, and Estimate Preparation (30%, 60%, 90%)								
8.2.1	30% Submittal								
8.2.2	60% Submittal		48	64	92		204	\$32,182	44.93%
8.2.3	90% Submittal		16	28	36		80	\$12,408	17.62%
8.3	100% PS&E Documents		12	20	28		60	\$9,267	13.22%
8.4	Assistance During Bid Period		6	6	6		18	\$3,058	3.96%
	<b>Work Element 7.0 Total</b>		86	126	170		382	\$60,056	84.14%
<b>9.0</b>	<b>Community Outreach Support</b>								
	Exhibits/Graphics Preparation								
	<b>Work Element 9.0 Total</b>								
	<b>Optional Service</b>								
	Additional investigations and design services								
	Construction Engineering Support								
	Construction Management and Inspection Support								
	Record Drawings Preparation								
	<b>Work Element 10.0 Total</b>								
	<b>EXPENSES</b>							\$144	
	<b>SALARY ESCALATION</b>								
<b>PROJECT WORK ELEMENTS TOTALS</b>		30	116	130	170	8	454	\$76,118	100.00%



## Actuals Not To Exceed Table (ANTE)

Concord Engineering Inc.  
2285 116th Ave NE  
Bellevue WA 98004

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		116.19%	30.00%	
Project Manager 8	\$108.00	\$125.49	\$32.40	\$265.89
Project Manager 7	\$102.00	\$118.51	\$30.60	\$251.11
Project Manager 6	\$95.00	\$110.38	\$28.50	\$233.88
Project Manager 5	\$90.00	\$104.57	\$27.00	\$221.57
Project Manager 1	\$72.00	\$83.66	\$21.60	\$177.26
Senior Engineer 8	\$108.00	\$125.49	\$32.40	\$265.89
Senior Engineer 7	\$102.00	\$118.51	\$30.60	\$251.11
Senior Engineer 6	\$95.00	\$110.38	\$28.50	\$233.88
Senior Engineer 5	\$90.00	\$104.57	\$27.00	\$221.57
Senior Engineer 1	\$72.00	\$83.66	\$21.60	\$177.26
Associate Engineer 6	\$64.00	\$74.36	\$19.20	\$157.56
Associate Engineer 5	\$62.00	\$72.04	\$18.60	\$152.64
Associate Engineer 4	\$60.00	\$69.71	\$18.00	\$147.71
Associate Engineer 3	\$58.00	\$67.39	\$17.40	\$142.79
Associate Engineer 2	\$54.00	\$62.74	\$16.20	\$132.94
Associate Engineer 1	\$50.00	\$58.10	\$15.00	\$123.10
Assistant Engineer 5	\$48.00	\$55.77	\$14.40	\$118.17
Assistant Engineer 4	\$46.00	\$53.45	\$13.80	\$113.25
Assistant Engineer 3	\$44.00	\$51.12	\$13.20	\$108.32
Assistant Engineer 2	\$42.00	\$48.80	\$12.60	\$103.40
Assistant Engineer 1	\$40.00	\$46.48	\$12.00	\$98.48
Project Accountant 3	\$37.50	\$43.57	\$11.25	\$92.32
Project Coordinator 3	\$37.50	\$43.57	\$11.25	\$92.32
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00



**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](http://www.wsdot.wa.gov)

August 1, 2023

Concord Engineering, Inc.  
2285 116<sup>th</sup> Ave NE  
Bellevue, WA 98004

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Irene Yang:


Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 116.19% of direct labor. 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 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 [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

  
[Schatzie Harvey \(Aug 2, 2023 06:48 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

# ***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***

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## **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***

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- 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**

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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