

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Maximum Amount Payable:

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No. 2504

See Attached Exhibit A, A.1, and A.2

EXHIBIT A

Scope of Services

City of Redmond

Viewpoint AC Watermain Replacement

January 14, 2026

Project Understanding

This Scope of Services is based on our current understanding of the City of Redmond's (City) needs and requirements for Viewpoint AC Watermain Replacement project (Project). The project is federally funded. The Scope of Services includes preliminary design, final design, permit preparation, assistance with property rights acquisition, and engineering services during bidding for approximately 6,000 linear feet of asbestos cement (AC) watermain replacement, 1,400 linear feet of stormwater pipe, 110 water services, 10 fire hydrants, and structures and appurtenances associated with this infrastructure. The project will also include right-of-way (ROW) restoration, including curb ramps, and replacement of stormwater piping that is either identified for replacement or in conflict with the proposed watermain alignment. The Scope of Services includes a Management Reserve task that may be used for unanticipated design tasks. The Management Reserve is accessible only via written permission from the City.

Engineering services during construction will be scoped and budgeted under a future supplement to the Contract.

Scope of Services

The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City;
2. Work Tasks: tasks that will be completed by the Consultant;
3. Deliverables: the finished product that will be delivered to the City via electronic copy;
4. Assumptions: assumptions used to develop each Work Task; and
5. Meetings: planned meetings with the City to facilitate the work. Consultant team will work to minimize attendees at meetings, and meetings with City staff will be conducted virtually or at the City's offices.

To complete the Scope of Services, BHC Consultants, LLC (BHC) will subcontract with:

- Duane Hartman & Associates, Inc. (DHA) Surveyors: providing survey base mapping and preparing legal descriptions and associated exhibits to support property rights acquisition.
- Ciani & Hatch Engineering (CHE): providing geotechnical engineering services.
- Shoffner Consulting: completing tree health assessments and reporting to support tree management efforts.
- APS: performing potholing services (APS will be represented under the reimbursable expenses).
- National Barricade: preparing traffic control plans (National Barricade will be represented under the reimbursable expenses).

The following tasks have been identified for this Project and are listed below, followed by a more detailed description of each task.

- Task 1 – Project Management
- Task 2 – Site Investigations
- Task 3 – Predesign
- Task 4 – Stormwater Final Design
- Task 5 – Intermediate Design (60%)
- Task 6 – Advanced Design (90%)
- Task 7 – Final Design (100%)
- Task 8 – Bid Documents
- Task 9 – Bidding Support
- Task 10 – Property Rights Acquisition Support
- Task 11 – Permitting
- Task 12 – Management Reserve

Task 1 – Project Management

The Project Management Task will provide overall leadership and team strategic guidance during the Project duration including coordinating, monitoring, and controlling Project resources, maintaining Project communication, and tracking Project progress. The Project Management Task also includes quality assurance/quality control (QA/QC) and change management tracking.

Receivables:

- Project Charter.
- Project limit files and documentation of Project requirements.
- Documentation for reporting requirements associated with Federal Funding (Environmental Protection Agency (EPA) Grant) for design phase.
- Approval of Consultant Contract.
- Approval of Contract Amendments, if required, or written authorization to use the Management Reserve Fund.

Work Tasks:

- *Initial Site Visit and Work Plan*. Coordinate and complete a site visit to the Viewpoint neighborhood to review Project extents, potential challenges, and construction access limitations. Collect Project information, identify data gaps, review design requirements, and identify a work plan for the project. The work plan will be based on the work breakdown structure (WBS) and result in a limited plan identifying key project tasks, deliverables, and milestones. The work plan will be incorporated into the Project Management Plan and be an input into the Project Schedule.
- *Project Kickoff Meeting*. Prepare for and attend Project Kickoff Meeting with City staff and key team members from BHC, DHA, and CHE. The Consultant shall prepare for, attend, and lead the Kickoff Meeting. Prepare a meeting agenda and distribute prior to the Kickoff Meeting for City review.

Prepare and distribute meeting minutes documenting design direction, discussions with City personnel on design requirements, and Project specific direction, following the Kickoff Meeting.

- *Client and Team Coordination*. Coordinate with City staff by regular status reports, status meetings, telephone communication, and e-mail during the course of the Project. Plan for and attend monthly Project Status meetings to track progress and coordination with the City Project Manager to track status and progress. Monthly meetings will be virtual and one (1) hour duration, and BHC will prepare the proposed agenda and provide minutes of the meetings. Updates to the Change Log, Decision Log, and Risk Matrix will be completed during meetings.
- *Quality Assurance/Quality Control (QA/QC) Program*. Set up QA/QC procedures/tracking for the project deliverables. BHC will conduct an internal QA/QC review of deliverables under the scope of each of those deliverable tasks.
- *Project Management Plan*. Develop a limited Project Management Plan (PMP) to include the following project elements; Scope, Level of Effort/Budget, Schedule, Change Log, Decision Log, and Risk Matrix. The PMP and associated Change Log, Decision Log, and Risk Matrix will be maintained on the City's MasterWorks Project coordination website and updated during coordination meetings resulting in changes, decisions, or identified/realized risks to the Project.
- *Project Schedule*. Develop and provide the City Project Manager with a Gantt Chart Project Schedule developed using MS Project. The Project Schedule will be developed to the subtask level and identify Project milestones (key dates, deliverables, review periods) and the critical path. The Project Schedule will be updated up to six (6) times during the eighteen (18) month period of performance of this Scope of Services.
- *Monthly Invoices and Progress Reports*. Prepare monthly progress reports and monthly invoices, including financial status and schedule progress. Progress reports will be prepared to meet City reporting requirements and include a limited earned value analysis in matrix format.

Deliverables:

- Work Plan (Microsoft Excel format).
- Kickoff Meeting Agenda (Microsoft Word format).
- Draft and Final Kickoff Meeting Minutes (Microsoft Word and PDF formats).
- Agenda and Draft/Final Monthly Project Status Meeting Minutes (Microsoft Word and PDF formats).
- Draft and Final Project Management Plan including Change Log, Decision Log, and Risk Matrix (Microsoft Excel format).
- Electronic version of the Project Schedule in PDF format and Microsoft Project (Baseline Schedule and six (6) updates).
- Monthly Status Reports with Invoices.

Assumptions:

- The Project duration is estimated at eighteen (18) months.
- Status meetings will be attended by the BHC Project Manager and Project Engineer.

- Design Review meetings will be provided under Preliminary and Final Design Tasks. Attendance and documentation of Pre-Bid Conference will be provided under the Bidding Support Task.
- Kickoff Meeting duration on-site will be two (2) hours, not including travel time.

Meetings:

- Initial Site Visit and Scoping.
- Project Kickoff Meeting.
- Eighteen (18) total Monthly Project Status.

Task 2 – Site Investigations

The subtasks included in Task 2 identify the data collection and investigations to support the design effort. Work under this Task is primarily assigned to subconsultants with their specific scope of services attached as Exhibits to this Scope of Services. BHC will oversee and support the Site Investigations outlined in the scope herein.

Receivables:

- Title Reports for properties with existing City watermain easements.
- Confirmation of Project boundaries for investigation tasks (e.g. survey boundary, boring locations).
- Right of Entry notifications/authorization.
- Utility Grid Maps and Record Drawings (requested formally under Task 3).
- Neighborhood notifications.
- Location services (when receiving one-call) for water, stormwater, sanitary sewer facilities.
- City review comments on draft deliverables.

Work Tasks:

- Site Survey. DHA will establish survey control; conduct a topographic survey of the site including locating utility paint, structures, pipes, maintenance holes and catch basins (including rim, invert, and pipe material/sizes), and major site features; and generate a CAD base map per BHC and City of Redmond standards. BHC will coordinate exact survey limits, features and spot elevations, and review and provide comments on the base map for incorporation. Refer to Exhibit A1 for the DHA scope of services and budget.
- Geotechnical Investigation. CHE will perform geotechnical investigations of the site and generate a geotechnical report. BHC will coordinate and schedule the geotechnical work performed by CHE and will review and provide comments on the Draft Boring Plan and the draft Geotechnical Report. Refer to Exhibit A2 for the CHE scope of services and budget.
- Tree Health Assessment. Shoffner Consulting will perform tree health assessments for trees identified within the proposed replacement pipe alignment that may be affected by construction activities. BHC will coordinate and schedule the tree health assessment field work performed by Shoffner Consulting and will review and provide comments on the draft tree health assessment report.
- Potholing. Complete pothole locates of potential utility conflicts and to confirm watermain depths and sizes. Pothole work will be performed by APS with oversight from BHC. BHC will identify

pothole locations and prepare a plan consisting of a series of figures documenting the proposed potholes. APS will complete the potholing and provide the results for BHC to review, consolidate, and provide to the City. Results of potholing will be incorporated into the Design Drawings developed under Tasks 3, 5, 6, 7, and 8.

Deliverables:

- Markup of extent of survey limits (PDF format)
- Survey Base map (for use in development of Design Drawings).
- Boring Plan (PDF format).
- Draft and Final Geotechnical Report (Microsoft Word and PDF formats).
- Draft and Final Tree Health Assessment (Microsoft Word and PDF formats).
- Draft and Final Potholing Plan (Microsoft Word and PDF formats).
- Results of Potholes (report, photos, description). Pothole locations will be incorporated into the Design Drawings to identify locations in base map (PDF format).

Assumptions:

- Results from the Tree Health Assessment deliverable will be utilized to prepare tree removal permits under Task 11.
- A single, consolidated set of review comments will be provided by the City following review of all reports and plans identified in the deliverables.
- City will coordinate and obtain necessary access to complete the site investigations included with this Task.
- Eighty (80) potholes are included in this Scope of Services. The fee for potholing is anticipated to be \$2,000 per each (APS fee only). The APS fee is inclusive of preparing and implementing traffic control, obtaining ROW use permits, and completing the pothole.
- Pothole restoration will not require the standard City 3-foot x 3-foot patch with controlled density fill (CDF) backfill within paved areas due to planned overlay/restoration in the Project limits.

Meetings:

- None.

Task 3 – Predesign (30%)

The Predesign task includes development of alternatives for addressing backyard main replacement, documentation of stormwater permitting requirements, and preparation of initial design (30%) documents.

Receivables:

- Record Drawings of existing system.
- City Standards.
- Photos of existing easement areas.
- System pressures in subject area.
- Latest Lake Hills Trunkline Plans, Specifications, and estimate

- Any relevant information on adjacent development projects that could impact design decisions.
- City's current version of the Stormwater Short Form.
- City review comments on draft deliverables.

Work Tasks:

- *Data Collection and Review.* Request and review relevant data to complete the preliminary engineering task. Develop a formal request email letter and coordinate with the City during data collection. Contact and acquire available utility record information from Franchise Utilities within the project limits.
- *Water Easement Pipe Replacement Alternatives Analysis.* Develop a Technical Memorandum identifying alternatives for replacing the existing AC watermain and connections currently located within easements. Up to three (3) replacement methods will be considered: horizontal directional bore, jack and bore, and traditional open trench. The alternatives will also consider impacts (construction occurring prior to or after) from the proposed Lake Hills Trunkline project. The limitations for pipe bursting will be identified. The Technical Memorandum will include replacement material type, an evaluation and summary of feasibility of alternative methods, and methods to maintain service to adjacent properties during construction. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- *Stormwater Short Form and Documentation.* Evaluate the Project's total disturbance limits and the new plus replaced surface areas as they relate to the 2025 City of Redmond Stormwater Technical Notebook. Complete the City's Stormwater Short Form that documents the Project surface areas and determines if the Project is an exempt Project or which Stormwater Minimum Requirements apply. Prepare for and attend a review meeting to discuss comments on the draft Stormwater Short Form.
- *Basis of Design Technical Memorandum.* Identify and document the design basis for the Viewpoint AC Watermain Replacement Project. Include pipe material, trench and roadway restoration, and utility design requirements that will serve as the basis for developing the Design and Bid Documents. Prepare for and attend a review meeting to discuss comments on the draft memorandum.
- *Preliminary Design (30%).* Develop Preliminary Design Drawings identifying the proposed alignment, including profiles, to the 30% Design level that include location of existing utilities, identification of curb ramp locations, end connection requirements, valving, service connections, and air relief and blow-off features. Preliminary alignment development shall include consideration of long-term maintenance needs, easement and access constraints, future replacement projects, construction impacts, and phasing to maintain service or limit disruptions. Develop an opinion of probable construction costs (OPCC) to AACE International Class 3 level with an anticipated accuracy range of -20% to +30%. Attend two (2) design review meetings; one to review and confirm the preliminary alignment and the second to review the 30% design submittal comments.

Deliverables:

- Email letter formally requesting relevant data.
- Zip file with all collected Franchise Utility record information.
- Draft and Final Water Easement Pipe Replacement Alternatives Analysis Technical Memorandum (Microsoft Word and PDF formats).

- Draft and Final Stormwater Short Form (Microsoft Word, Microsoft Excel, and PDF formats).
- Preliminary alignment and profile (PDF format).
- 30% Design Drawings (PDF format).
- Etransmit of 30% Design Drawing CAD files.
- Meeting Agenda and Draft/Final Minutes for five (5) review meetings (Microsoft Word and PDF formats).

Assumptions:

- The number of Design Drawings to be included in the 30% deliverable are identified in Task 5.
- One (1) consolidated set of review comments will be provided for each draft deliverable identified under this Task. The City review period will be ten (10) working days.
- The Project will be exempt, as it is a utility replacement project, from stormwater reporting requirements, and the Stormwater Short Form is intended to document this exemption. If the project is determined to be non-exempt, additional design and permit documentation may be required that are not included in this Project Scope of Services.
- Franchise utilities will provide records of infrastructure within the Project area.
- All review meetings will be virtual.
- Basis of design will be City of Redmond Standards, Department of Ecology Criteria for Sewage Works Design (Orange Book), Department of Health Water System Design Manual, and the 2025 City of Redmond Stormwater Technical Notebook.
- No modeling services will be provided.
- Meetings will be up to two (2) hours and attended by up to two (2) BHC personnel.

Meetings:

- Water Easement Pipe Replacement Alternatives Analysis Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Stormwater Permitting Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Basis of Design Review Meeting. Meet virtually to review comments on draft Technical Memorandum.
- Design Review Meetings. Prepare for, attend, and document two (2) Design Review Meetings. The first meeting will focus on the preliminary alignment and vertical profile review, the second meeting will be to review the 30% Design submittal.

Task 4 – Stormwater Final Design

Task 4 separates the design for select sections of the City's stormwater collection and conveyance system that have been identified for replacement within the Project area. Stormwater infrastructure identified for replacement will be designed in parallel with the 30%, 60%, 90%, 100%, and Bid Document Tasks. The separate task will be used to track work unrelated to the EPA Grant Funding. This Task only separates those sections of stormwater pipe specifically indicated for replacement by the City. Relocation or

modification of existing stormwater infrastructure due to impacts from the AC watermain replacement alignment will be included in Tasks 3, 5, 6, 7, and 8.

Receivables:

- None.

Work Tasks:

- Stormwater Design. Prepare stormwater collection and conveyance design for approximately 1,360 linear feet of stormwater pipe and associated structures. Design requirements and document requirements will be as described in Tasks 3, 5, 6, 7, and 8.

Deliverables:

- Stormwater replacement Design Documents as incorporated into the Tasks 3, 5, 6, 7, and 8 Design deliverables.

Assumptions:

- Stormwater replacement Design elements will be incorporated into the 30%, 60%, 90%, 100%, and Bid Documents associated and not as separate deliverables.
- Stormwater pipes will be replaced along similar horizontal and vertical alignments and will be the same diameter as existing.

Hydrologic and hydraulic modeling are not included. Meetings:

- None.

Task 5 – Intermediate Design (60%)

Develop Intermediate Design (60%) level Drawings, Specifications, and OPCC. The Preliminary and Final Design (30% through preparation of Bid Documents) scope of services is based on the anticipated Drawing list included in the Assumptions section of this Task. Intermediate Design will incorporate City review comments received on the 30% Design Drawings and further advance the Design.

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 60% Design Preparation.
 - Prepare 60% Detailed Construction Drawings based on the Preliminary (30%) Design in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
 - Prepare 60% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current Washington State Department of Transportation (WSDOT) Specifications addressing the following:
 - Sequence of Construction.
 - Measurement and Payment.
 - Project Data Submittals.
 - Testing and Quality Control.

- Facility Startup and Testing.
- Prepare 60% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
- Update the 30% OPCC to reflect updates made to the 60% Design Documents.
- Conduct in-house QA/QC review of the 60% Drawings, Specifications, and OPCC.
- Prepare Comment Response Log addressing comments provided on 30% Design.
- Submit 60% Design Documents to the City for review.
- Meet with City staff to review the 60% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 60% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 30% Design deliverable (Microsoft Excel format).

Assumptions:

- Anticipated Design Drawings are presented in the following table. The Design Drawings are grouped by type with the expected number in each category.

Drawing Type/Category	Number of Drawings	30% Design
General	5	5
TESC/Demolition	15	0
Plan and Profile	15	15
Stormwater Plan/Profile and Details	10	6
Details/Sections	8	0
Restoration	15	0
Curb Ramps	5	0
Total	73	26

- Specifications will be prepared based on the City of Redmond Standard Specifications. The City of Redmond will supply the current version of the Division 0 and 1 (front end) specifications in Microsoft Word format.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 60% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.

- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 60% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Traffic Control Plans will be developed following City review of the 60% Design to provide a level of certainty in Project limits and alignment.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 60% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

Task 6 – Advanced Design (90%)

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 90% Design Preparation. Incorporate City review comments on 60% Design and prepare 90% Design Documents for review.
 - Prepare 90% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
 - Prepare 90% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
 - Sequence of Construction.
 - Measurement and Payment.
 - Project Data Submittals.
 - Testing and Quality Control.
 - Facility Startup and Testing.
 - Prepare 90% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.

- Prepare a construction schedule for major work elements based on typical historic production rates for use as the basis for establishing the construction contract working days requirements.
- Update the 60% OPCC to reflect updates made to the 90% Design Documents.
- Conduct in-house QA/QC review of the 90% Drawings, Specifications, and OPCC.
- Prepare Comment Response Log addressing comments provided on 60% Design.
- Submit 90% Design Documents to the City for review.
- Meet with City staff to review the 90% Design Documents.
- Traffic Control Plans. Traffic Control Plans will be prepared by National Barricade following confirmation of the 60% Design alignment. Plans prepared by National Barricade that are approved by the City Transportation Department will be included as an Appendix and be referenced in the Contract Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 90% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 60% Design deliverable (Microsoft Excel format).
- Draft and Final Traffic Control Plans (PDF format).

Assumptions:

- Drawing list is based on the identified Drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 90% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 90% comments will be provided under Task 6.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Up to thirty (30) Traffic Control Plan sheets will be prepared.

- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 90% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.
- Traffic Control Plan Review. Attend up to two (2) meetings with the City Transportation Department. The first meeting will establish Project limitations and conditions to include. The second meeting will be to review comments on draft Traffic Control Plans.

Task 7 – Final Design (100%)

Receivables:

- City comments on draft deliverables.

Work Tasks:

- 100% Design Preparation. Incorporate City review comments on 90% Design and prepare 100% Design Documents for review.
 - Prepare 100% Detailed Construction Drawings in accordance with City of Redmond Standard Specifications and Standard Plans, as appropriate.
 - Prepare 100% General Requirements. The General Requirements will be prepared using the City of Redmond Standard General Requirements in accordance with the current WSDOT Specifications addressing the following:
 - Sequence of Construction.
 - Measurement and Payment.
 - Project Data Submittals.
 - Testing and Quality Control.
 - Facility Startup and Testing.
 - Prepare 100% Technical Specifications. Technical Specifications will be prepared in accordance with City of Redmond current Standard Specifications and WSDOT Standard Specifications with additional requirements where necessary. Technical Specifications will include sections necessary to define and control the construction materials and appropriate methods and will use the WSDOT numbering format.
 - Update the 90% OPCC to reflect updates made to the 100% Design Documents.
 - Conduct in-house QA/QC review of the 100% Drawings, Specifications, and OPCC.
 - Prepare Comment Response Log addressing comments provided on 90% Design.
 - Submit 100% Design Documents to the City for review.
 - Meet with City staff to review the 100% Design Documents.

Deliverables:

- Design Drawings, Specifications, and OPCC at 100% Design level (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.

- Comment Response Log documenting responses and actions to 90% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- One (1) consolidated set of review comments will be provided for 100% Design deliverable identified under this Task. The City review period will be fifteen (15) working days.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- A completed Comment Response Log will be provided in lieu of Design Review Workshop Meeting Minutes. Comment Response Log for 100% comments will be provided under Task 8.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- Design Review Workshop will be virtual and scheduled for a two (2) hour duration.

Meetings:

- Design Review Workshop. Following the deliverable of the 100% Design Documents, complete a Design Review Workshop, virtual meeting, to review City comments.

Task 8 – Bid Documents

Receivables:

- City design review comments.

Work Tasks:

- *Bid Document Preparation*. Prepare Final Design Drawings, Specifications, and OPCC for bidding. Finalized documents (Contract Documents) shall incorporate comments from the 100% Design deliverable and be signed and sealed.

Deliverables:

- Design Drawings, Specifications, and OPCC for bidding (PDF, Word, Excel formats).
- Etransmit file of Design Drawing CAD files.
- Comment Response Log documenting responses and actions to 100% Design deliverable (Microsoft Excel format).

Assumptions:

- Drawing list is based on the identified drawings in Task 5.
- Specifications will be prepared based on the City of Redmond Standard Specifications.
- The Specifications will be compliant with BABA requirements.
- A single Design package with multiple bid schedules will be prepared.
- City will coordinate access for any site visits.
- Restoration of landscaping, street signs, driveways, curb/gutter, and other existing improvements will be to match existing or City Standards.
- Up to twenty-five (25) curb ramps will be included in Final Design.
- Pavement rehabilitation will be limited to curb-to-curb and existing curb/gutter to remain, unless impacted directly by restoration of service lines.
- No hydraulic modeling will be performed.
- City will transmit design documents to EPA as required for funding grant documentation requirements.
- City will be responsible for coordinating transmission of Bidding Documents to Builders Exchange of Washington, or similar advertising platform.

Meetings:

- None.

Task 9 – Bidding Support

Receivables:

- Bidder questions.
- Draft Pre-Bid Conference minutes.

Work Tasks:

- Respond to Bidder Questions. Address bidders' and suppliers' questions during the bid period.
- Addenda. Prepare a maximum of two (2) addenda, if necessary, and deliver to the City for distribution.
- Pre-Bid Conference. Prepare for and attend Pre-Bid Conference. Provide limited technical summary of the Project components.

Deliverables:

- Two (2) addenda (if required) (Microsoft Word and PDF formats).
- Written responses to bidders' questions (email).
- Comments/input on documentation of the Pre-Bid Conference (email and Microsoft Word formats).

Assumptions:

- The City will prepare the agenda, facilitate, and document the Pre-Bid Conference.
- The City will complete the bid tabulation and bid evaluation.

- All questions during bidding must be routed through the City; BHC and their subconsultants will not respond to any bidder questions directly.

Meetings:

- Pre-Bid Conference. Attend and provide technical description of Project elements during the Pre-Bid Conference.

Task 10 – Property Rights Acquisition Support

Receivables:

- Documentation for existing easements, dedications, and plat maps providing City access for utilities.
- Title Reports.

Work Tasks:

- Prepare Legal Descriptions and Exhibits. DHA will prepare new utility and temporary construction easements for up to six (6) parcels, for a total of twelve (12) total easement documents. This may include new/replacement easements or modifications of existing easements. BHC will coordinate easement extent requirements and provide linework from design to DHA for preparation of the documents. BHC will review and provide comments on the draft Legal Descriptions and Exhibits. Refer to Exhibit A1 for the DHA scope of services and budget containing development of the Legal Descriptions and Exhibits.
- Meet with City and Property Owners. Meet on-site to review siting and Project requirements.
- Figures and Exhibits. Prepare exhibits/figures to assist in negotiations with property owners.

Deliverables:

- Legal descriptions and exhibits for New and Modified Easements (six (6) total) (PDF format).
- Figures/exhibits to assist negotiation of easements with property owners (PDF format).

Assumptions:

- City staff will complete negotiations with property owners to obtain property rights modified pipeline construction and permanent utilities.
- On-site meetings with property owners will be one (1) hour duration, not including travel time.

Meetings:

- Property Owner Meetings. Prepare for and attend up to six (6) on-site meetings with property owners, City personnel, and the City's property acquisition consultant.

Task 11 – Permitting

Receivables:

- Permit application and SEPA Checklist review comments.
- Current City SWPPP template (as applicable).

Work Tasks:

- Permit Application Preparation. Prepare a tree removal permit application based on the Tree

Health Assessment completed under Task 2. Meet with City to review comments on application. Revise application based on a single, consolidated set of review comments.

- SEPA Checklist. Prepare a Draft and Final Project SEPA Checklist. Meet with City to review and discuss comments on Draft SEPA Checklist.
- Construction Stormwater Pollution Prevention Plan. Prepare a draft and final draft Stormwater Pollution Prevention Plan (SWPPP) for inclusion as an appendix to the Contract Documents. SWPPP will follow the City/Ecology template. The draft SWPPP will be finalized and adopted by the selected construction contractor.

Deliverables:

- Tree removal application (PDF format).
- SEPA checklist (PDF format).
- Draft SWPPP (Microsoft Word and PDF formats) to be incorporated as an appendix to the Contract Documents.

Assumptions:

- Permits anticipated to be limited to the following:
 - SEPA Checklist.
 - Tree Removal Permit.
- City will complete applications, submit for approval, and provide any application or permit fees.
- A single, consolidated set of review comments will be provided for each identified permit.
- The Draft SWPPP will be completed by the successful bidder.
- A cultural resources review and report will not be required.

Meetings:

- Permit Review Meetings. Attend up to two (2) meetings virtually with City personnel to review comments on permit applications and documentation.

Task 12 – Management Reserve

Task 12 is included for ease of tracking a Management Reserve budget. A separate Task will be established in BHC's accounting system to track the Management Reserve budget. This Task is added in case further documentation is needed beyond what is described in Tasks 1 – 11.

Receivables:

- Written permission from the City is required to perform Management Reserve tasks or to access Project Management Reserve funds.
- To be determined.

Work Tasks:

- Task TBD. Project Management Reserve tasks to be determined but may include:
 - Additional coordination for King County Lake Hills Trunkline.
 - Additional coordination for private property owners.

- Additional ADA curb ramps.
- Additional potholes and/or a need to perform 3' x 3' patches for restoration.
- Cultural resource review is deemed necessary.

Deliverables:

- To be determined.

Meetings:

- To be determined.

Budget

The Project Budget for the Viewpoint AC Watermain Replacement (Project No. 2504) is **\$1,2000,000** and is attached as Exhibit D. The Management Reserve is \$100,839. This budget is based on, and in accordance with, the City's Consultant Guidelines Worksheet rate determination. Budget can be reallocated between tasks with authorization from the City of Redmond Project Manager.

Project Schedule

A detailed schedule will be developed after Notice to Proceed. The Project Budget is based on and assumes that the Design efforts associated with this Scope of Services will be completed within eighteen (18) months from Notice to Proceed. This Schedule shall be equitably adjusted as the Project progresses, allowing for changes in Scope or for delays beyond BHC's control.

Attachments

- Exhibit A1 – Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget
- Exhibit A2 – Ciani & Hatch Engineering – Subconsultant Scope

EXHIBIT A1

Duane Hartman & Associates, Inc. – Subconsultant Scope and Budget

December 19, 2025

BHC Consultants
1601 Fifth Avenue Suite 500
Seattle, Washington 98101

Attention: Mr. Noah Allen, PE, PMP

Subject: Cost Estimate for Professional Land Surveying Services, City of Redmond AC Water Main Replacement Project 2504, Redmond, Washington

Dear Noah:

Enclosed is my cost estimate to perform the topographic survey. The survey reach is approximately 6,500 lineal feet of dedicated street right of way, and existing easements. The scope requirements, and deliverables are defined in the document from BHC to DHA on 12/15/25 and itemized below. I anticipate two (2) field days to set project control and twenty (20) field days to perform the topographic mapping (+/-325' lineal feet/day).

Task 1: Field Topographic Survey

- a. Survey Control: Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/1991 and NAVD88 for horizontal and vertical respectively. Approximately 10 control points will be established at the site for continued use.
- b. Survey Mapping: Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing water valves, storm drain and sanitary sewer structures, indicating rim and pipe invert elevations (top of nut elevation for valving). Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task. Topo survey considers twenty (20) potential curb ramp locations, which DHA will perform a 10-foot grid for design.
- c. Underground Utility Locate: An underground conductible utility locate within the project limits to be performed by a private utility locating firm. A one-call utility locate request will also be requested.
- d. Base Map Preparation: Prepare 1" = 20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to City of Redmond, and BHC cad standards. The base map will include information collected in Tasks 2 and 3 above. One-foot contours will be generated from the DTM.
- e. ROW, Easements, and Property Lines: Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Parcel lines will be imported from available GIS information from King County and the City of Redmond. Right-of-way and parcel information will be added to the base map. Easement information will be added from title reports and plat maps provided by the city. Preparation of legal descriptions and exhibits for proposed easements or right-of-way acquisitions will be developed as described in Task 2.

Scope of Services continued

Task 2: Property Rights Assistance

1. Prepare legal descriptions and exhibits for new utility and non-utility easements.
2. Prepare legal descriptions and exhibits for modifications to existing easements, including easement releases, where necessary.

Two-person field survey crews will be utilized to establish site control and perform the topographic mapping. Topographic mapping will be BHC/City of Redmond standards. DHA will survey a sufficient amount of the existing right of way monuments to generate City Street rights of way and platted lot lines. Easements of record will be obtained from City records, plotted as described.

DHA will employ APS Locating to paint out the underground utilities and will engage One-Call underground utility center to alert the city to paint out its sanitary, storm water and water systems.

All field data will be processed in accordance with BHC/City CAD standards and sent in AutoCAD.dwg format. The horizontal datum will be Washington State Plane coordinates, north zone NAD-83(1991). The vertical datum will be NAVD-88. The topographic survey will be developed as a 1"=20' scale file with one-foot contours.

COST ESTIMATE: See attached excel spreadsheet

TIME SCHEDULE - The foregoing services shall be completed and delivered within sixty (60) calendar days of the official notice to proceed.

Sincerely,
DUANE HARTMAN & ASSOCIATES, INC.



Douglas A. Hartman, PLS
President, Project Surveyor

CONSULTANT FEE ESTIMATE

BHC Consultants

DHA Surveyors

Attention: Noah Allen, PE, PMP
Project: City of Redmond AC Water Main Replacement Project 2504
Task: Right of Way Topographic Survey

Date: 12/24/2025
P5200

Topographic Mapping Services +/- 6,500 lineal feet of dedicated street right of way, for water system upgrades.
Horizontal and Vertical Datum: City of Redmond NAD83(91) horizontal and NAVD 88 vertical

LABOR: 2026 Rate Schedule

TASK NO.	TASK (Scope of Services)	Duane Hartman & Associates, Inc.						TOTAL HOURS	LABOR COST
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00		
	Survey								
1.1	Site Control	2	12		12	3		29	\$ 3,834.00
1.2	RW Topographic Survey & Mapping	24	160		160	160	8	512	\$ 66,024.00
1.3	QA/QC Final product	16				16		32	\$ 4,656.00
1.4	Locating Services - Coordination	7						7	\$ 1,197.00
									\$ -
	Labor Hours	49	172	0	172	179	8	580	-
	Labor Dollars	\$8,379.00	\$28,036.00	\$0.00	\$16,856.00	\$21,480.00	\$960.00		\$75,711.00

Expenses: Mileage/materials \$1,100.00
Underground Utility Locate Estimate \$10,800.00

Deliverables: AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

TOTAL FEE	\$ 87,611.00
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Prepared by: Doug Hartman

CONSULTANT FEE ESTIMATE

BHC Consultants

DHA Surveyors

Attention: **Noah Allen, PE, PMP**
 Project: **City of Redmond AC Water Main Replacement Project 2504**
 Task: **Easement Documentation (per unit cost)**

Date: 12/19/2025
 P5200

Prepare Permanent and Temporary construction easement documents, as specified.
 Final products delivered on 8.5x11, to include easment exhibit and signed/sealed legal description.
 LABOR: 2026 Rate Schedule

TASK NO.	TASK (Scope of Services)	Duane Hartman & Associates, Inc.						TOTAL HOURS	LABOR COST
		Principle Surveyor 171.00	Project Surveyor I 163.00	Field Tech I 124.00	Field Tech II 98.00	Office Tech I CAD 120.00	Admin 120.00		
	Survey								
	Easement Preparation	8				4		12	\$ 1,848.00
	No Staking cost considered								\$ -
									\$ -
									\$ -
									\$ -
	Labor Hours	8	0	0	0	4	0	12	-
	Labor Dollars	\$1,368.00	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00		\$1,848.00

Expenses: Mileage/materials
 Underground Utility Locate Estimate
 DHA Markup

Deliverables: AutoDesk V2026.dwg at 1" = 20' scale with one (1) foot contours

TOTAL FEE	\$ 1,848.00
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Prepared by: Doug Hartman

AC WATERMAIN REPLACEMENT - VIEWPOINT



Legend

- Water Pipe
- Parcel
- Water Main to be Replaced

MAPPING LIMITS

+/- 6,500 LF

0 0.5 1 Miles

N
W
E
S



Disclaimer: This map is created with data maintained by GIS Services Group, Technology



Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

"Solutions that exceed expectations"

Date	Project Address/Job Number:	Services Performed For:
12/16/2025	Near 17704 NE 34th St, Redmond, WA 98052	DHA
		Doug Hartman
	Design Survey Locating	dahartman.dha@frontier.com (206) 571-8224

Scope of Work

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.
- D. **Conductible Utility Locating** refers to conductible (*metallic*) utilities only.
- E. **Non-Conductible Utility Locating** refers to non-conductible (*non-metal*) utilities only. This is generally for sewer & storm facilities only, or sewer & storm video inspection.
- F. **GPR Utility Locating** refers to Ground Penetrating Radar, used to find non-metallic utilities such as concrete, PVC, or polyethylene water mains, USTs, and other anomalies.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
Conductible	80	\$135.00	\$10,800.00
		Labor Est. Total	\$10,800.00

EXHIBIT A2

Ciani & Hatch Engineering – Subconsultant Scope



PROPOSED SCOPE OF SERVICES

TASK 1.1: PROJECT MANAGEMENT AND ADMINISTRATION

Project management and administration includes project file setup, subcontractor management, project progress reporting and invoicing, and meeting attendance. CHE's primary involvement will be over a period of ten (10) months. CHE has assumed the following for meeting attendance:

- Attend one on-site kick-off meeting with the design team to be attended by two (2) CHE Staff.
- Attend up to six (6) 1-hr virtual design team meetings for the project.

ASSUMPTIONS:

- Project duration is eighteen (18) months; CHE will be directly involved for ten (10) months.
- Ten (10) total invoice cycles are included in our scope.

TASK 1.2: GEOTECHNICAL EXPLORATION PROGRAM

Execution of the geotechnical exploration program will include the following tasks:

- Review readily available, published geologic maps, geotechnical reports, and drawings for the Site.
- Prepare a Geotechnical Work Plan, which details the purpose, scope, and execution of the geotechnical exploration program. The Geotechnical Work Plan will include the location, type, and depth of geotechnical explorations, a site plan showing the proposed exploration locations, required traffic control plans, a schedule of geotechnical field activities, and the responsible party for each subcontractor.
- Prepare and submit a City of Redmond (City) Right-Of-Way (ROW) Use permit application package including the work plan, site plan, and traffic control plans. The application package will be submitted for the City's review and approval a minimum of four (4) weeks prior to mobilization for field work. At this time, CHE anticipates traffic control will consist of single lane closures with flaggers or partial closures of cul-de-sacs or eyebrow corners. Following completion of the exploration program, CHE will coordinate a final inspection with the City to close out the permit.
- One (1) staff member from CHE will visit the project site to confirm boring locations and equipment access.
- CHE will coordinate the clearance of underground utilities at the proposed exploration locations. Exploration locations will be marked in the field with white paint and stakes/flagging, as appropriate. The Washington Utilities Coordinating Council's "One Call" locating service will be contacted a minimum of 72 hours prior to drilling. CHE will confirm that all identified utilities on the ticket have been marked and/or cleared at each drilling location.
- CHE will schedule all subcontractors for the work and will coordinate with subcontractors to confirm the work meets the requirements of the ROW Use permit.
- CHE will subcontract a private utility locator to scan the proposed exploration locations utilizing a combination of electromagnetic locating and ground penetrating radar immediately prior to the advancement of the explorations to confirm public markings and identify unmarked obstructions.

- CHE will subcontract drilling, traffic control, and pavement restoration services to execute the geotechnical exploration program, which includes the following tasks:
 - Advancing a total of nine (9) subsurface explorations, with a total drilling footage of up to 130 feet. These borings will include:
 - Five (5) borings to support the conventional trench excavations along the alignment of the proposed watermain replacement. Each boring will be advanced to a depth of 10 feet below ground surface (bgs).
 - Two (2) borings to evaluate trenchless construction near NE 29th St and NE 30th Pl. Each boring will be advanced to a depth of 20 feet bgs and two standpipe piezometer groundwater monitoring wells will be installed (one in each boring).
 - Two (2) borings will be advanced to support the trenchless replacement near NE 33rd St connecting to 180th Ave NE. Each boring will be advanced to a depth of 20 feet and one standpipe piezometer groundwater monitoring well will be installed.
 - Standpipe piezometer groundwater monitoring wells will consist of 2-inch diameter PVC pipe extending to a maximum depth of 20 feet with steel flush-mount monuments. The bottom 10 feet of each pipe will be slotted to allow for groundwater to enter the well. CHE will install pressure transducer data loggers in each piezometer to continuously monitor groundwater levels. CHE will return to the site four times within a twelve-month period to download the data from the pressure transducers and distribute groundwater readings to the design team.
 - Traffic control will consist of single lane closures or partial closures of the cul-de-sacs or eyebrow corners. Driveway access for all residences will be maintained during the duration of work.
 - CHE personnel will monitor the advancement of the borings, collect soil samples, and prepare detailed boring logs of the conditions observed.
 - CHE will subcontract an asphalt company to remobilize within 2 months of completing subsurface explorations for pavement restoration. Borings will be backfilled with bentonite chip to the base of the pavement section, a 3'x3' saw cut will be completed at each boring, and an HMA patch will be completed. Pavement Restoration is anticipated to take 2 days to complete.
- Soil samples collected from the exploratory borings will be delivered to an external geotechnical laboratory for testing. The laboratory testing program is anticipated to include index testing (grain size distribution analyses, percent passing the #200 Sieve, and/or Atterberg limits determinations, as needed), and moisture content determinations.
- Soil samples obtained from the explorations will be held in storage for 30 days after submittal of CHE's final report or 180 days after completion of the exploration program, whichever is sooner.
After that date, the soil samples will be disposed of unless arrangements are made in writing to retain them.

ASSUMPTIONS:

- Geotechnical exploration work will be completed during daylight hours between 8:00AM and 4:00PM. Geotechnical explorations are anticipated to take 3 days to complete.

- Existing pavement surfacing consists of flexible hot mix asphalt (HMA) pavement at each paved boring location. Pavement coring through PCC has not been included within this scope of work and is not anticipated at the boring locations.
- Proposed exploration locations will be completed within the City ROW.
- City will issue CHE a no-cost ROW Use permit.
- Right-of-Entry, if required, will be provided to CHE by the City at no-cost to support the proposed work presented in this scope.
- A recommended boring depth of 10 feet is provided for conventional trenched sections of the project based on our understanding that the water and storm pipe depth is no greater than 5 feet bgs.
- Boreholes in pavement will temporarily patched with cold mix asphalt. Boreholes will be permanently restored per requirements in City Standard Detail 203, Pavement Restoration for Window Cuts. Borings will be backfilled per DOE requirements.
- Boreholes completed in vegetated areas will be backfilled per DOE requirements. Care will be taken to protect existing vegetation through the use of track mats. Sod, if present, will be temporarily removed for advancement of the boring and replaced after boring completion.
- King County Metro bus stops may be impacted by the drilling program. Per King County Metro requirements, CHE will provide 5 to 10 business days' notice to King County Metro before the start of field work.
- Site soil is free of contaminants and analytical testing of soil and groundwater is excluded from this scope. If potentially contaminated soil or groundwater is detected during drilling, CHE will immediately stop drilling and notify BHC Consultants.
- Drill cuttings will be properly disposed of off-site.
- No locations will require Vector Truck excavation through the utility zone.
- Neither CHE nor its drilling subcontractor will be responsible for damage to unmarked or mismarked utilities.

DELIVERABLES:

- Geotechnical Work Plan
- City ROW Construction permit application package.

TASK 1.3: GEOTECHNICAL EVALUATION AND DESIGN

The results of the field exploration and laboratory testing program will be summarized in a draft report, which will be submitted to BHC for review and comment. Upon receipt, CHE will address comments and provide an updated draft to submit to the City for review and comment. CHE will incorporate all City comments and submit a final report, signed, and sealed by a Professional Engineer licensed to practice in Washington. The geotechnical engineering report will include:

- A summary of the anticipated soil and groundwater conditions, geotechnical laboratory testing, boring logs, and a site plan showing the approximate locations of the borings relative to the

proposed improvements, and a subsurface soil profile for the three segments of pipe alignment considering trenchless construction.

- A discussion of the near-surface soil and groundwater conditions observed along the project alignment.
- A summary of the observed hot mix asphalt (HMA) pavement thickness at each exploration location to inform pavement resurfacing depths.
- Recommendations associated with conventional trenching techniques including geotechnical parameters for trench shoring design, trench excavation considerations, and bedding and backfilling of pipelines.
- Geotechnical considerations for trenchless techniques (pipe bursting) as an installation method for the project, including excavation, dewatering, and temporary shoring considerations for the launching and receiving pits.
- Conclusions regarding the need to dewater temporary excavations and a discussion of potential dewatering methods that could be used, if required
- An evaluation of the suitability of excavated soil for use as trench backfill.
- A discussion of geotechnical construction considerations and requirements, including recommended quality assurance testing, seasonal work considerations, and equipment mobility/access related to trenching activities.
- CHE will review plans and specifications at the 30%, 60%, 90%, and 100% milestones for compliance with the geotechnical recommendations for the project.

ASSUMPTIONS:

- Well decommissioning is excluded from this scope of services.
- CHE assumes one round of comments from BHC and one round of comments from the City on the draft geotechnical engineering report.

DELIVERABLES:

- Vicinity Map and Site Plan
- Soil boring logs
- Laboratory test results
- Groundwater monitoring plots
- Draft and Final Geotechnical Report provided in PDF format.

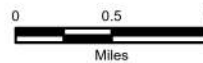
CLOSING

We appreciate the opportunity to work with you on this project. If you have questions or require additional information, please contact Sean at sschlitt@chegeotech.com (425-655-2558) or Whitney at wciani@chegeotech.com (208-408-0620).



— Water Pipe
□ Parcel

— Water Main to be Replaced



Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.

Exhibit B

DBE Participation Plan

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

The estimated DBE percentage for the project is shown in Exhibit D and E.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond Datum Control, State Plan Coordinate System
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

B. Roadway Design Files

See full details in Exhibit A, A.1 & A.2

Standard: City of Redmond
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: SharePoint

C. Computer Aided Drafting Files

See full details in Exhibit A, A.1 & A.2

Standard: Consultant Drafting Standards
Format: Basemap in CAD/Civil3D 2013 or higher
Transmission: 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, A.1 and A.2

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

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

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

Agency furnished services and information outlined in Scope of Work Exhibit A, A.1 and A.2

II. Any Other Electronic Files to Be Provided

Deliverables outlined in Scope of Work Exhibit A, A.1 and A.2

III. Methods to Electronically Exchange Data

City
Masterworks

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

See Exhibit D attached

Exhibit D**Consultant Fee Determination**

Project Name: Viewpoint AC Watermain Replacement
 Project Number: 2504
 Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 145%	Fee (Profit) 28%	Total Hourly Rate	Total
Principal QA/QC	64	\$ 96.00	\$139.46	\$27.22	\$263	\$16,811
Project Manager	616	\$ 92.00	\$133.65	\$26.08	\$252	\$155,066
Project Engineer	560	\$ 70.00	\$101.69	\$19.85	\$192	\$107,259
Senior Engineer	88	\$ 98.00	\$142.36	\$27.78	\$268	\$23,597
CAD	796	\$ 62.00	\$90.07	\$17.58	\$170	\$135,037
Project Assistant	174	\$ 58.00	\$84.26	\$16.44	\$159	\$27,614
Project Accountant	40	\$ 59.50	\$86.44	\$16.87	\$163	\$6,512
Engineer	1,150	\$ 68.50	\$99.51	\$19.42	\$187.43	\$215,544
Total Hours						3,488
Subtotal:						\$687,440
REIMBURSABLES						
Mileage						\$500
Misc. Reimbursables						\$500
Arborist						\$7,000
Potholing - APS						\$160,000
Traffic Control Plans - National Barricade						\$6,000
Subtotal:						\$174,000
SUBCONSULTANT COSTS (See Exhibit E)						
Ciani and Hatch Engineers						\$152,558
DHA						\$89,459
Subtotal:						\$242,017

Total: \$1,103,457

Contingency: 96,543

GRAND TOTAL: \$1,200,000

Exhibit E

Sub-consultant Cost Computations

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

See Exhibit E, E.1, and E.2

EXHIBIT E

Subcontracted Work

Project Name: Viewpoint AC Watermain Replacement
Project Number: 2504
Consultant: BHC Consultants, LLC

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

Subconsultant	Work Description	Amount
Ciani and Hatch Engineers	Geotechnical	\$152,558
DHA	Surveying	\$89,459
Total:		\$242,017

Consultant Fee Determination

NEGOTIATED HOURLY RATES

REIMBURSABLES

SUBCONSULTANT COSTS

Total: \$152,558

Consultant Fee Determination

NEGOTIATED HOURLY RATES

Exhibit E2-DHA

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Mayor or Mayor Designee

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit K

Additional Terms and Conditions

The EPA is partially funding the project. Consequently, the following additional terms and conditions apply to the contract provisions:

Debarment and Suspension

2 C.F.R. Part 180 & 2 C.F.R. Part 1532

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

The contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The contractor acknowledges that failing to disclose the information required under 2 C.F.R. Part 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

When the contractor enters into a covered transaction with another person at the next lower tier, he or she must verify that the person with whom they intend to do business is not excluded or disqualified. Do this by:

- Checking the Excluded Parties List System (EPLS); or
- Collecting a certification from that person; or
- Adding a clause or condition to the covered transaction with that person. The contractor may access the EPLS at <https://sam.gov/content/home>.

Disadvantaged Business Enterprises (DBE)

40 C.F.R. Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Equal Employment Opportunity

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.