

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☐ No

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

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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. 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 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.

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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 UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall 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.

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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 acknowledgement between the parties. Such final written acknowledgement 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 rates 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 acknowledgement.

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.

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- B. **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. 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 AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements 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.
- E. **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 the 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.
- F. **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.

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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 Task Order 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 acknowledgement between the parties.

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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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.

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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), 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

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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/or 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 the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the 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, its 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's and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the 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. This waiver has been mutually negotiated by the Parties.

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.

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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.

Agreement Number:

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

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

XVII. Complete Agreement

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

Agreement Number:

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.

Agreement Number:

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.

XIX. 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, AGREEMENT 's, 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.

Agreement Number:

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.

Agreement Number:

Exhibit A Scope of Work

Federal Aid No.

Agreement Number:

EXHIBIT A

CITY OF REDMOND NE 40th Street Shared Use Path from 156th Avenue NE to 163rd Avenue NE

Scope of Services

Prepared by:

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

April 14, 2020

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Task 1.0 Project Description, Design Criteria, and Project Assumptions

1.1 Project Description

The City of Redmond (CITY/CLIENT) is requesting professional services from David Evans and Associates, Inc. (CONSULTANT) for the NE 40th Street Shared Use Path project (PROJECT) on the south side of NE 40th Street between 156th Avenue NE and 163rd Avenue NE. The improvements will include a new shared use path (typically 12 feet wide), intersection modifications, drainage, and traffic signal modifications.

Services include project management, environmental / permit documentation, surveying, stakeholder coordination, right of way services, preliminary / final design, PS&E document preparation, construction engineering services, and record drawings.

This project contains federal funds and a UDBE minimum design goal of 12%. The team will consider the schedule and location of adjacent projects in developing field work plans and the project design.

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

Firm Name	UDBE Certified
David Evans and Associates, Inc. (DEA)	No
Abeyta & Associates (Abeyta)	Yes
CivilTech Engineering Inc. (CT)	Yes
Cultural Resource Consultants, LLC (CRC)	No
EnviroIssues (EI)	No
Gilles Tree Consulting (GTC)	No
HWA Geosciences (HWA)	Yes
Ott-Sakai & Associates (OSA)	Yes

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

OSA was added for potential future or unanticipated work for this project. No budget was assigned to OSA.

Contingency tasks are shown in italics throughout this Scope and unanticipated tasks are discussed in the Optional Services Task. Both *Contingency* and Optional Services shall be pre-authorized and will be funded out of the Contingency or unused tasks.

1.2 Design Criteria

The design and plans, specifications and estimate (PS&E) will be based on the requirements of the City of Redmond Public Works Standards and WSDOT LAG Manual. Project specifications will be based on the most current WSDOT Standard Specifications and the City of Redmond's

General Special Provisions. The project has federal funds, therefore the latest WSDOT Local Agency Guidelines (LAG) Manual will be followed.

1.3 Project Understanding

The NE 40th Street Shared Use Path project, hereinafter referred to as the PROJECT, currently consists of the following features:

- Build a shared use path on the south side of NE 40th Street from 156th Avenue NE to 163rd Avenue NE.
- Upgrade ADA crossings at 159th Avenue NE and 163rd Avenue NE for the shared use path.
- Install pedestrian illumination along the new shared use path.
- Install a new drainage system as needed for the shared use path.
- Make appropriate traffic signal modifications at 159th Avenue NE and 163rd Avenue NE.
- Coordination with Microsoft's new garage construction project and potential curb line modifications.
- If needed, install spare conduits for utilities as directed by the City.
- Perform tree evaluation.
- Assumed the ADA ramp in the southeast quadrant of 163rd Avenue NE and NE 40th Street intersection does not need to be reconstructed.
- Evaluation of existing sidewalk, street trees, and tree grates into the new shared use path.

There are several upcoming projects at the intersection of NE 40th Street and 156th Avenue NE:

1. 156th Avenue NE northbound right turn lane to NE 40th Street eastbound.
2. Cycle track on east side of 156th Avenue NE.
3. A possible private development project on the northeast corner of this intersection.

Since the status of these project are unknown at this time, it is assumed that NE 40th Street Shared Use Path make improvements at 156th Avenue NE intersection knowing that the two upcoming projects will remove improvements made by this project in that vicinity. If those two upcoming projects proceed in a timely matter, the PROJECT will coordinate with these upcoming projects and try to eliminate "throw away" work.

It is assumed that the Sound Transit Light Rail project, currently under construction, will make all ADA improvements to the southwest quadrant of 156th Avenue NE and NE 40th Street intersection.

The PROJECT will also coordinate with Microsoft's new campus garage project. This may affect the design of 159th Avenue NE intersection.

1.4 Responsibilities and Services Provided by the CLIENT

The CLIENT will:

- Provide all available existing as-built plans, right-of-way plans, horizontal and vertical monument information, GIS maps, and other mapping information, as available, to the CONSULTANT.
- Provides templates for items such as invoices.
- Provide all City standard specifications and City bid forms in Microsoft Word format.

- Review all submittals made to the CLIENT within 15 working days, or as agreed, and return them to the CONSULTANT with consolidated written comments regarding changes needed.
- Provide an electronic copy of the aerial photograph to reference into CAD drawings.
- Provide all property title reports.

1.5 Project Assumptions

- All drawings will be prepared in AutoCAD Civil3D 2019 format, utilizing the CONSULTANT's CAD standards, and will be drawn at one-inch equals forty feet for 11"x17" plans. Drawings shall conform to City of Redmond's record drawing submittal standards.
- Specifications will follow WSDOT/APWA Standard Specifications and the City of Redmond's General Special Provisions.
- The project design duration is assumed to be 18 months.

Task 2.0 Project Management and Quality Control

2.1 Project Management

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

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

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

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

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

The CONSULTANT (DEA) shall plan, manage, monitor and track the UDBE goal progress. The status will be reported a minimum of monthly with each invoice. The CONSULTANT (DEA) shall assist the CITY with reporting to WSDOT and other agencies.

The CONSULTANT (DEA) shall work with the CITY to track and respond to adjacent projects and associated impacts to field work for and design of this project.

2.2 Subconsultant Coordination

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

2.3 Develop Project Schedule

The CONSULTANT (DEA) and the CLIENT will jointly develop an overall project schedule showing all major and supportive activities, using the CITY's draft schedule. The schedule shall be prepared to reflect an 18-month design completion of the project. The schedule shall be arranged to meet key target dates including the bid period and overall anticipated construction time. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

Deliverables:

- Project Schedule and Monthly Updates.

2.4 Monthly Invoices/Progress Reports

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

As part of the monthly invoice, the CONSULTANT (DEA) shall include a UDBE tracking table.

Deliverables:

- Monthly Invoices and Progress Reports (18 total).
- Monthly tracking of UDBE status and changes to meet / exceed the goal.
- UDBE plan monitoring and updates.

2.5 Project Kick-off Meeting and Progress Meetings

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

Kick-off Meeting

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

Progress Meetings

The CONSULTANT (DEA) shall prepare for, attend/conduct, and document up to 37 meetings/phone calls, including the kick-off meeting, with CLIENT staff. Meetings/phone calls will be required for coordination with the CLIENT and other affected agencies. The CONSULTANT will attend/conduct two meetings every month with the CLIENT's project manager for the duration of the project. The meetings will be held in a location acceptable to the CLIENT and the CONSULTANT (DEA). Regular phone calls and email communication will be made with the CLIENT's project manager.

Internal Team Coordination Meetings

It is anticipated that the CONSULTANT (DEA and subconsultants) will have bi-weekly internal coordination meetings (36 Total) (in person or via conference call) with the CONSULTANT staff. The purpose of the meetings is to coordinate interdisciplinary issues.

Meeting Totals:

Meeting:

- Kick-off Meeting with CITY and CONSULTANT Staff

Number:

1 (Minutes to be prepared by CONSULTANT).

- Progress meetings with City and CONSULTANT Staff

37 (Assumes bi-weekly meeting for 72 weeks) Minutes to be prepared by CONSULTANT.

Deliverables:

- Progress Meeting Minutes (38 total).

2.6 Quality Control/Quality Assurance Review

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

2.7 Change Management

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

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

Task 3.0 Survey

3.1 Data Collection

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

3.2 Horizontal and Vertical Control Network

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

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

Deliverables:

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

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

The CONSULTANT (DEA) shall establish the existing centerlines and right-of-ways within the corridor limits for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. The CONSULTANT will plot relevant easements and calculate property boundaries for up to four (4) title reports. No additional survey work is proposed to perform boundary surveying on any parcel, unless requested at a later date. The right-of-way centerlines and margins will be shown on the topographic base map. The base map will show located street monuments found that are used to calculate the centerlines and right-of-way margins.

Deliverables:

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

3.4 Topographic Survey

The CONSULTANT shall prepare a project topographic base map along NE 40th Street from 156th Avenue NE to 163rd Avenue NE. The survey limits are as follows:

- NE 40th Street:
 - Northern limit: Curb line on north side of NE 40th Street, except for areas listed below.
 - Southern limit: Approximately 70 feet south of existing curb line on south side of NE 40th Street from the east side of 156th Avenue NE to the west side of 163rd Avenue NE.
 - Western limit: Approximately 20 feet west of existing curb line on the east side of 156th Avenue NE.
 - Eastern limit: Approximately 40 feet east of 163rd Avenue NE intersection.
- NE 40th Street and 156th Avenue NE Intersection in all quadrants: Approximately 10 feet back of the existing sidewalk.
- NE 40th Street and 159th Avenue NE Intersection: Approximately 10 feet back of the existing sidewalk on the north side of NE 40th Street and approximately 20 feet east and west of the intersection.
- NE 40th Street and 163rd Avenue NE Intersection: Approximately 10 feet back of the existing sidewalk on the north side of NE 40th Street.

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

3.5 Underground Utilities

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

The limits of locates are as follows:

- Approximately 20 feet west of existing curb line on the east side of 156th Avenue NE and NE 40th Street intersection.
- Between 156th Avenue NE and 159th Avenue NE, the northern limit of locates is the north edge of NE 40th Street eastbound outside lane and the southern limit is approximately 70 feet south of existing curb line on south side of NE 40th Street.
- Entire intersection of 159th Avenue NE and NE 40th Street.
- Between 159th Avenue NE and 163rd Avenue NE, the northern limit is the north side curb line of NE 40th Street and the southern limit is approximately 70 feet south of existing curb line on south side of NE 40th Street.
- Entire intersection of 163rd Avenue NE and NE 40th Street.

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

Deliverables:

- Site mapping prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD Civil3D 2019 using CONSULTANT drafting standards.
- AutoCAD Civil3D 2019 electronic drawing file.

Assumptions

Assumptions for the PROJECT include the following:

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

Task 4.0 Environmental Documentation

The purpose of the environmental documentation element is to determine the environmental impacts associated with the NE 40th Street Shared Use Path project. Environmental documents will be developed in a manner that satisfies standards and requirements set forth by the National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA). Details regarding the expected level of environmental documentation required for the PROJECT to be in compliance with NEPA and SEPA are provided below. NEPA will be addressed because the City anticipates the project will be funded in part with federal dollars, which is a trigger for NEPA compliance.

4.1 Environmental Technical Reports

The CONSULTANT (DEA, HWA, and CRC) shall prepare a set of Technical Reports (TRs) to support both the NEPA and SEPA documentation.

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

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

Meetings:

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

4.1.1 Geology and Soils Technical Report

Geotechnical Investigation (30%)

The CONSULTANT (HWA) shall assess the existing geological and geotechnical conditions within the project limits, assess existing pathway pavement conditions, and prepare a preliminary geotechnical report for the preferred alternative. The work will include:

- Collecting and reviewing readily available geotechnical and geologic data for the PROJECT
- Performing a targeted, on-site, visual geologic reconnaissance of the PROJECT to identify critical design elements. The CONSULTANT shall assess areas of suspected soft ground conditions, likely retaining wall locations, and access for future explorations.
- Evaluating areas with ground water seepage that may indicate an area with artesian conditions.
- Evaluating feasible retaining wall types and providing preliminary design parameters for the best alternatives. Constructability considerations will also be provided.
- Participate in design alternatives phase using preliminary reconnaissance to suggest alignments that will minimize walls and groundwater seepage.
- Using path alignment alternatives, recommend locations for exploratory investigations. Exploring the site using up to six hand-auger explorations along the south side of the ROW. Samples for sieve analysis will be taken for preliminary indication of infiltration feasibility.
- Based upon the review of information and geologic reconnaissance provide a preliminary opinion on locations for further explorations and potential areas for infiltration.
- Preparing a technical report summarizing the results of the preliminary geotechnical investigation.

The specific tasks to be conducted for the technical report are as follows.

Review of Existing Data

The CONSULTANT (HWA) shall collect and review readily available geologic, soils, and topographic data for the project's alignment to aid in characterizing the affected environment. Data to be reviewed may include, but not be limited to, aerial photographs,

published geologic maps, GIS database layers, topographic maps, geologic hazard maps, as-built plans, and previous geotechnical studies completed along the project's alignment.

The CITY shall provide copies of documents they may have on file, such as soils and foundation reports and as-built drawings of the current alignment.

Conduct Site Reconnaissance

The CONSULTANT (HWA) shall conduct a site reconnaissance to field truth the conditions interpreted from the review of existing information. The evaluation of surface features shall also aid in interpretation of subsurface conditions.

Conduct Preliminary Explorations

The CONSULTANT (HWA) shall conduct a site exploration program consisting of 6 hand-auger borings (approved by the CITY and within easement areas). Field work is anticipated to require approximately one to 1.5 days of time on site. Proposed exploration locations will be provided on a site map for review by the City prior to conducting the borings. Preparation for borings will include performing up to two site visits to mark and check the locations of the proposed borings for the presence of utilities. Samples for sieve analyses will be taken for preliminary evaluation of infiltration feasibility.

Prepare Draft Technical Report

The CONSULTANT (HWA) shall prepare a draft of the Geology and Soils Technical Report (TR) for review and comment by the CITY. The CONSULTANT (HWA) assumes that one round of review will be required.

Prepare Final Technical Report

The CONSULTANT (HWA) shall respond to the comments and prepare a final TR.

Deliverables:

- Site plan with hand auger boring locations.
- One Draft Geology and Soils TR (hard copy and PDF electronic copy).
- One Final Geology and Soils TR (hard copy and PDF electronic copy).

Assumptions:

- No traffic control plans are needed for hand auger borings.
- Using data by the cultural resource and hazardous material assessments, site plan shall consider locations of trees, grade, hazardous materials assessment, and cultural resources, if any.
- Prior to performing geotechnical work, the CITY will review and approve the exploration locations.
- Permits/Right-of-Entries for site explorations will be provided at no cost to HWA.
- Explorations assume a single lane closure with flaggers. If boring is within 150 feet of an intersection and requires a single lane closure, officer will be present to control the intersection.
- The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services.
- All holes will be backfilled and the surface restored.
- Borings will be drilled outside of paved areas and no restoration of pavement is needed.
- One round of review of the technical report will be required.

- No ground water monitoring wells will be installed for this phase.

4.1.2 Hazardous Materials Technical Report

The CONSULTANT (HWA) shall conduct a hazardous materials environmental assessment to identify and evaluate the potential presence of subsurface contaminants that may be encountered during the various stages of project development and construction. The hazardous materials assessment for the project corridor will include the following tasks:

- Obtain and review readily accessible environmental records for the project corridor site and adjacent properties. A subcontracted database service, such as Environmental Data Resources, Inc., will be used to obtain a listing of environmental and historical records for the project corridor site and immediate vicinity. Available records and databases include EPA listed and Ecology listed sites.
- Obtain and review historical aerial photographs, topographic maps, and Sanborn Fire Insurance maps for the project site vicinity.
- Review technical documents and reports available online from the local agency, WSDOT and Ecology concerning previous environmental investigations for the project site and adjacent moderate and high-risk properties.
- Evaluate the resulting data with respect to potential impacts of subsurface contaminants on development and construction of the corridor project. This might include identifying areas of potential soil contamination, management and disposal of contaminated soil, and treatment requirements for dewatering effluent.
- Prepare a technical memorandum in accordance with the local agency and WSDOT requirements for a “low-level” hazardous materials environmental assessment. The technical memorandum may include recommendations for any additional environmental assessment work, potential impacts on property acquisition and construction, and potential mitigation measures that could be used to minimize contaminant-related impacts.

Prepare Draft Technical Report

The CONSULTANT (HWA) shall prepare a draft hazardous materials environmental assessment summarizing the evaluations. The CONSULTANT (HWA) assumes that one round of review for the assessment will be required.

Prepare Final Technical Report

The CONSULTANT (HWA) shall respond to the comments and prepare a final hazardous materials environmental assessment.

Meetings:

- Up to two (2) meetings are estimated between the CONSULTANT (HWA) and the CITY staff.

Deliverables:

- One Draft Hazardous Materials Environmental Assessment (PDF electronic copy).
- One Final Hazardous Materials Environmental Assessment (PDF electronic copy).

Assumptions:

- One round of review of the hazardous materials environmental assessment will be required.
- Hazardous materials environmental assessments are not considered to be a Phase I Environmental Site Assessment (ESA) that adheres to the American Society for Testing and Materials (ASTM) standards. If the hazardous materials environmental assessment reveals

issues that could impact the project site, more detailed investigations, which may include Phase I ESAs or Phase II ESAs (which could require traffic control plans), may be recommended. *If further investigation is recommended, a scope of work and cost estimate will be provided at that time.*

4.1.3 Cultural Resources Report

The CONSULTANT (CRC) shall prepare a cultural resources assessment report for the PROJECT consistent with Washington State Department of Archaeology and Historic Preservation (DAHP) standards. The resources to be covered include prehistoric and historic archaeological sites, historic structures, and traditional cultural properties.

The CONSULTANT has identified the following subtasks:

Develop Area of Potential Effects (APE) Submittal Package

The CONSULTANT (DEA, CRC) will coordinate with the CITY project manager and cultural resources staff and review data gathered from DAHP and project engineering plans to assist in establishing the project APE as outlined in Section 106 (36 CFR § 800.3) and in accordance with WSDOT's Local Programs Guideline. The CONSULTANT (DEA, CRC) will provide the pertinent information in an APE Submittal Package that the CITY and WSDOT need in order to draft a letter initiating Section 106 consultation with the Washington State Historic Preservation Officer (SHPO) and affected tribes. The CONSULTANT (DEA, CRC) will assist the CITY in coordinating in-person meetings with SHPO, WSDOT, or affected tribes, as necessary.

Background Research

The CONSULTANT (CRC) will follow the CITY's cultural resource plan and conduct a search of site files recorded at DAHP; a review of relevant correspondence between the project proponent, stakeholders and DAHP; and a review of pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project area.

Tribal Contact

The CITY, in consultation with the Washington State Department of Transportation, will determine whether or not to have the CONSULTANT (CRC) or CITY contact the cultural resources staff of tribes that may have an interest in the project area. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation.

CONTINGENCY: Field Identification

The CONSULTANT (CRC) will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

The CONSULTANT (CRC) will observe other subsurface investigations if required from the initial assessment.

Documentation of Findings

The CONSULTANT (CRC) will document and record historic properties within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

Cultural Resources Assessment Report

The CONSULTANT (CRC) will prepare a Cultural Resources Assessment Report describing background research, field methods, results of investigations, and management recommendations including recommendations regarding historic register eligibility of any identified cultural resources. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Assist the CITY in determining if CITY or WSDOT will be the lead agency. The report and supporting materials will be provided electronically to the lead agency (CITY and WSDOT) for preliminary review. When acceptance, the lead agency will direct the CONSULTANT (CRC) to provide the report to DAHP for formal review and to obtain a DAHP Letter of Concurrence. The CITY will be copied on all correspondence and given access to the project on the DAHP website. Print copies will be provided upon request.

Deliverables:

- *Traffic Control Plans for cultural field work (Contingency)*
- Area of Potential Effect (APE) with Cultural Resources Assessment Plan.
- One Draft Cultural Resources Assessment Report with Site Forms (PDF electronic copy; hard copy upon request).
- One Final Cultural Resources Assessment Report with Site Forms (PDF electronic copy; hard copy upon request).

Assumptions:

- If applicable, Traffic Control Plans for field work to be coordinated with adjacent projects.
- Up to two rounds of review of the Cultural Resources Assessment plan and report may be required to obtain formal concurrence from DAHP.
- This scope assumes that no more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area
- *CONTINGENCY: It will be necessary to adjust the scope and budget if additional unrecorded archaeological site or unrecorded historic sites are found. This budget was prepared with the assumption that no more than ten (10) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area, it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.*
- This subtask assumes that no meetings with clients and/or stakeholders will be required.
- This scope assumes that the CITY can provide the necessary Right of Entry authorizations to the CONSULTANT so the PROJECT may be completed within the stated project schedule. CONSULTANT (DEA, CRC) must provide minimum 6 weeks advance notice to enable CITY adequate time to obtain Right of Entry.
- If human remains are found within the project area, all CONSULTANT field investigations will cease immediately, proper authorities will be notified, and the CONSULTANT will not resume field investigations until applicable state laws are addressed.
- No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties, or traditional cultural properties to be associated with a project. The information we will present within our reports is based on the CONSULTANT's years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of

preparing our technical report. The conclusions and recommendations presented will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

4.1.4 Environmental Justice Letter to File

The CONSULTANT (DEA) shall prepare an environmental justice (EJ) letter to file to document potential effects on minority and low-income populations. A letter to file is anticipated to be the appropriate level of documentation based upon WSDOT's EJ Decision Matrix. The project will require right-of-way acquisition. The letter to file will provide documentation on demographics of the project area and potential effects on EJ populations.

Deliverables:

- Draft EJ Letter to File for CITY review (PDF electronic copy).
- Draft EJ Letter to File for H&LP review (PDF electronic copy).
- Final EJ Letter to File (PDF electronic file).

Assumptions:

- The EJ Letter to File will be an attachment to the NEPA Categorical Exclusion Documentation (CED) form.
- An EJ Discipline Report is not required.
- Up to two rounds of review may be required.

4.1.5 Critical Areas Report/No Effect Letter and Essential Fish Habitat Evaluation

The CONSULTANT (DEA) shall prepare a Critical Areas Memorandum and No Effect Letter addressing selected species listed as threatened or endangered in the action area under Section 7 of the Endangered Species Act (ESA). The CONSULTANT (DEA) will also prepare an Essential Fish Habitat (EFH) evaluation for the proposed project in compliance with the Magnuson-Stevens Act. This work will include obtaining species lists from agency websites, requesting site-specific species and habitat information from the Washington State Department of Fish and Wildlife (WDFW) priority habitats and species database, and reviewing information from the Washington Natural Heritage Program. The CONSULTANT (DEA) will first prepare a draft No Effect Letter and EFH Evaluation for review and comment by the AGENCY, and then a final document.

Deliverables:

- Draft CA Memorandum/No Effect Letter and EFH Evaluation for CITY review (PDF electronic copy).
- Draft CA Memorandum/No Effect Letter and EFH Evaluation for H&LP review (PDF electronic copy).
- Final CA Memorandum/No Effect Letter and EFH Evaluation (PDF electronic copy).

Assumptions:

Due to the location of the project site within a built environment, ESA compliance will not likely require formal consultation with NOAA and USFWS. The CONSULTANT expects that Section 7 concurrence will be granted by WSDOT H&LP. Part 5 of the CED (see Section 4.2 below) shall be prepared by the CONSULTANT (DEA) in support of a No Effect Determination.

- The CA Memorandum/No Effect Letter and EFH Evaluation will be an attachment to the NEPA Categorical Exclusion Documentation (CED) form.
- Up to two rounds of review may be required.

4.2 NEPA Environmental Documentation

To comply with NEPA, the CONSULTANT shall prepare responses for each question identified in the WSDOT LP Categorical Exclusion Documentation (CED) Form, consistent with Chapter 24 of the LAG Manual and the CED Guidebook. The CED shall be prepared in support of a Documented Categorical Exclusion (DCE). Supporting data and information will be utilized from project design plans, environmental technical reports, existing aerial photographs, site photographs, King County GIS data, the City of Redmond Comprehensive Plan, and online databases.

Deliverables:

- Draft CED and attachments for CITY review.
- Draft CED and attachments for H&LP review.
- Final CED and attachments for signature by the CITY and H&LP.

Assumptions:

- Section 7 concurrence will be granted by WSDOT H&LP.
- Neither a Biological Assessment nor formal ESA consultation will be required.
- No Section 4(f) or 6(f) properties are located within the project area; therefore, Section 4(f)/6(f) documentation will not be required.

4.3 SEPA Environmental Documentation

Following H&LP approval of the DCE, the CONSULTANT (DEA) shall prepare a SEPA Checklist for the PROJECT in pursuit of a Determination of Non-Significance (DNS). Supporting data and information will be utilized from a site visit, project design plans, environmental technical reports, existing aerial photographs, site photographs, King County GIS data, the City of Redmond Comprehensive Plan, and online databases.

Deliverables:

- Draft SEPA Checklist.
- Final SEPA Checklist.

Assumptions:

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

4.4 Environmental Permitting

4.4.1 Redmond Land Use Permit Process

The CITY will determine what process will be used, time frames for the approval process, and if each parcel will need a separate package. This step requires coordination with City permit staff and the property owner to determine the number of the parcels need to be assessed and how the project impacts will affect the parcel. For example, will the trees removed be evaluated as part of the total trees in the project area or on the entire parcel. This information may also be used to help the CITY determine the preferred method of obtaining property rights for the project (easement, fee) and negotiating who will ultimately maintain the project after completion (City, landowner).

See Right of Way section for more information.

Assumptions

- The CONSULTANT work includes the project area that extends approximately 70 feet south of the existing curb line. *If the permit process requires assessments of the entire parcel(s), additional work will be scoped and pre-approved by the CITY.*

4.4.1a Redmond Administrative Modification

The project anticipates a CITY Administrative Modification (Admin Mod) permit(s) will be needed for the PROJECT. The CONSULTANT (DEA) shall provide exhibits and data for this submittal.

Deliverables:

- Administrative Modification Exhibits
- Include the Administrative Modification process in the schedule once the steps and time period are determined.

Assumptions:

- It is anticipated two rounds of submittal will be needed. The property owner will need to be included in this permitting.
- No State or Federal aquatic permits are anticipated because no in-water work will occur.
- *Contingency: Tree survey of the entire parcel area. The scope is limited to the boundary identified in Task 3.0.*

No other CITY environmental permits (other than the Admin Mod permit) or State or Federal environmental permits will be required.

4.4.1b Native Growth Protection Area (NGPA)

This easement may need to be modified to accommodate the path width. City will determine if it can be part of the Admin Mod process.

4.4.2 NPDES Stormwater Construction General Permit

An NPDES Stormwater Construction General Permit will be required from Washington Department of Ecology (Ecology) for the disturbance of over one acre during construction. The CONSULTANT (DEA) shall prepare the Notice of Intent (NOI) form, the public notice, and supporting documentation for submittal to Ecology, including plan sheets and associated notes and text. The NOI with public notice will be submitted to Ecology 60 to 90 days prior to the expected construction start date. The CITY shall publish the public notice twice in a local newspaper, seven (7) days apart, consistent with the NPDES permit requirements. The CITY will transfer the Stormwater Construction General Permit to the Contractor when construction begins.

The CONSULTANT will follow the City's stormwater requirements and prepare memorandums and stormwater calculations for permits, administrative modification and / or project files. Stormwater calculations and memorandum work is included in Task 12.0.

4.4.3 Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT (DEA) shall prepare a final Stormwater Pollution Prevention Plan in accordance with the Ecology's current Stormwater Management Manual for Western Washington. Temporary Erosion and Sediment Control Plans will be utilized for the drawing portion of the SWPPP. Three (3) copies of the final SWPPP shall be submitted.

Assumptions:

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

Deliverables:

- NPDES Notice of Intent Application.
- NPDES Public Notice.
- TESC Plan.
- SWPPP (Final).

Task 5.0 Trees Evaluation

The CONSULTANT (GTC) shall perform an evaluation and analysis of the trees along the south side of NE 40th Street from 156th Avenue NE to 163rd Avenue NE. The limits of the tree evaluation will be from back of curb line to approximately 70 feet south of curb line and 40 feet east of the east side of 163rd Avenue NE.

Tree Documentation

The CONSULTANT (GTC) shall perform the following:

- Evaluate and document those trees on the south side of NE 40th Street on public right-of-way and private property.
- This will include putting a unique numbered tag on each tree greater than 6-inches in as required by the City of Redmond. These tag numbers will be consistent the Arborist Report that results and the survey of the site—as required by the City of Redmond.
- Each tree will be identified for species, diameter, and dripline.
- Trees that pose a risk to life and/or property will be documented so that they can be removed as part of the development process to ensure the safety of pedestrians and cyclists.
- Document which trees are Significant and Non-Significant as required by the City of Redmond.
- Document which trees are Viable and Non-Viable as required by the City of Redmond.

Tree Protection Measures:

The CONSULTANT (GTC) shall perform the following:

- Propose generic tree protection measures for the trees slated for retention to promote their long-term survival.
- Work with the design team to develop specific tree protection measures once designs begin to be defined.
 - i. This will include how the work can be accomplished within the driplines of trees.

Tree Pruning/Limbing Measures:

The CONSULTANT (GTC) shall perform the following:

- Propose generic tree pruning/limbing measures for the trees slated for retention to promote their long-term survival.

Report Preparation

The CONSULTANT (GTC) shall prepare a tree evaluation report that includes the following:

- Documented tree condition
- Recommended management of the trees

- Required replacement/mitigation ratio for tree removal
 - Summary table of removals and replacements for the option(s) presented
 - Discussion of whether or not on-site replacement is possible and recommended locations for replacements
- Recommendations for tree pruning

This report can then be utilized to develop the Tree Retention & Protection Plan, any tree removal permits and mitigation as required by the City of Redmond.

Assumptions:

- Methodology

The methodology to perform the tree evaluation will be based on the arborist experience and the protocol of the International Society of Arboriculture (ISA) for tree risk assessment. Published in 2011, the *Best Management Practices, Tree Risk Assessment, ANSI A300 Part 9* was developed to aid in the interpretation of professional standards and guide work practices based upon current science and technology. Using this process, now called the *Tree Risk Assessment Qualification*, or TRAQ for short, a Level Two assessment will be performed which included looking at the overall health of the tree as well as the site conditions. This is a scientifically based process to look at the entire site, surrounding land and soil, as well as a complete look at the tree itself.

The examination of each tree will look at such factors as: size, vigor, crown ratio and class, density of needles, injury, insect activity, root damage and root collar health, crown health, evidence of disease-causing bacteria, fungi or virus, dead wood and hanging limbs. From this information, the determination of which trees are potentially hazardous to life and property and which trees are worthy of retention and how that can be accomplished.

- City tree evaluation and permit forms will be filled out. Tables will be created that help determine tree impacts and mitigation requirements. This information will assist the team in determining mitigation measures to be used and where replacement trees will be planted.
- There are approximately 60 to 80 trees that will require evaluation, documentation, and protection.

Deliverables:

- Draft Tree Evaluation Report (PDF Electronic copy).
- Final Tree Evaluation Report (PDF Electronic copy).

Task 6.0 Alternatives Analysis (10% Design)

6.1 Project Site Visits (3 Total)

The CONSULTANT (DEA, CT) shall conduct three (3) site visits during the Alternatives Analysis to become familiar with the site. CLIENT staff shall be present at the site visits, if requested.

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

An Alternatives Analysis Summary document, conceptual design alternatives for shared use path alignments/cross-sections, reconfiguration of NE 40th Street channelization, existing bike lane connection, and preliminary cost estimates shall be prepared for this project by the CONSULTANT (DEA). The document will be used to select a preferred alternative. The analysis,

along with support information from the reports prepared in Tasks 4.0 and 5.0, will be used to prepare the Alternatives Analysis Summary document and shall include the following elements:

- Shared Use Path Alternatives
 - The CONSULTANT (DEA) shall develop up to three (3) viable alternatives for shared use path alignment and cross-sections, including connection to existing NE 40th Street bike lane east of 163rd Avenue NE. For each alternative, the CONSULTANT shall develop a vertical alignment.
- NE 40th Street Future Bike Lane
 - The CONSULTANT (DEA) shall evaluate connections between the future NE 40th Street westbound bike, east of 163rd Avenue NE, to the new shared use path. This work shall investigate sidewalk and/or traffic signal modifications.
- Future projects on 156th Avenue NE
 - The CITY has two upcoming projects on 156th Avenue NE that the CONSULTANT needs to consider as part of alternatives evaluation. These upcoming projects are northbound 156th Avenue NE right-turn pocket to eastbound NE 156th Street and a separated cycle track on the eastside of 156th Avenue NE. There is also a possible private development project on the NE corner of NE 40th St and 156th Ave NE. The CITY will provide available concepts for these projects for CONSULTANT (DEA) use.
- Retaining Wall Evaluation
 - The CONSULTANT (CT) shall evaluate retaining wall types for each alternative. Information such as wall heights and drainage will be used.
- Preliminary Cost Estimates
 - The CONSULTANT (DEA, CT) shall prepare construction cost estimates for each alternative.
- Constructability Evaluation
 - The CONSULTANT (DEA, CT) shall evaluate the construction of each alternative and how to maintain pedestrian access during construction.
- Pros and Cons Matrix
 - The CONSULTANT (DEA) shall create a matrix listing the pros and cons for each alternative, including relative costs and schedule impacts. The table will also include missing and unknown information and what could be done to obtain that information. For example, if an alternative impacts the NE 40th St curb and travel lanes, additional geotechnical investigation may be needed.

Deliverables:

- Draft Alternatives Analysis Summary document (3 copies and electronic PDF format)
- Final Alternatives Analysis Summary document (3 copies and electronic PDF format)
- Colored Roll plots and 11"x17" exhibits for each alternative (hard copy roll plot and PDF electronic file).

Task 7.0 Public Involvement

The goal of the public involvement task is to provide information to the public about the PROJECT and its status, and to establish a forum for the community and affected property owners to provide input in the development of the PROJECT. Implementation of the public involvement task will be a joint effort of the CONSULTANT (EI) and the CITY.

7.1 CONTINGENCY: Project Open House

Task 7.2 is an optional task that could be utilized at a later date per discussion and authorization with the prime and client.

The CONSULTANT (DEA, EI) and the CITY shall plan, schedule, publicize, and participate in one (1) public open houses at a milestone to be determined by the CITY that the CITY will conduct. The open house shall be planned to provide participants with the most current project information and an opportunity to provide input on key project issues. An objective of the open house is to present issues to the community in a way that highlights the findings of recent work.

The CONSULTANT (EI) will develop a meeting plan and agendas for the public meeting. The CONSULTANT (EI) will also set-up, and the public meeting. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

In general, the purpose of the open house is as follows:

- Open House #1: To present the final design for the corridor and discuss construction schedule and impacts.

Assumptions:

- City staff will provide timely and coordinated review of all draft strategies and materials to streamline production and team efficiency.
- City will be available to staff meetings.
- One team preparatory meeting shall be held.
- EI will be responsible to pay for venue rental.

Deliverables:

- Open house plan.
- General summary of the open house.
- Collection of public comments received at the open house.
- Electronic copies of plans and descriptions for posting on the CITY website.
- Electronic PDF that includes display information shown and handouts provided at the open house.

7.2 CONTINGENCY: Open House Display Graphics and Materials

Task 7.3 is an optional task that could be utilized at a later date per discussion and authorization with the prime and client.

The CONSULTANT (DEA, EI) shall prepare open house graphics and materials (i.e., comment form, sig-in sheets, handouts, and display boards) that illustrate the design proposed for the PROJECT.

Assumptions:

- For public meeting materials, City staff and CONSULTANT (EI) will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.
- Materials developed in Task 7.4 will be provided at the open house as needed.
- The City will take the lead in notifying the public for the public meeting and other opportunities to provide input (i.e. event outreach, tabling, and briefings) with support on strategy, content and notifications from the CONSULTANT (EI). This includes

- *Coordination of and payment for direct mailings with the City's preferred vendor using a "print-ready" copy of the final mailer.*
- *Placement of display ads with print and/or online publications.*
- *Distribution of information via the City's website, social media, e-newsletter and/or mailed newsletter and providing content to other local avenues of communication.*
- *Placement event notification posters along the corridor at local gathering places.*
- *Maintenance of a stakeholder email list of interested parties.*

Deliverables:

- *Public open house display graphics (up to four [4] boards and/or roll plots/cross-sections for open house).*
- *Coordination for and staff support and/or facilitation (2 staff) for one (1) public meeting.*
 - *One (1) public meeting agenda*
 - *One (1) facilitation guide/annotated agenda*
 - *One (1) comment form*

7.3 Outreach Materials and Notifications

The CONSULTANT (EI) will assist the CITY in developing a public outreach plan based on the CITY's outreach document. The CONSULTANT (EI) will also provide graphic design support for project materials and notifications, and provide updates as the project progresses and/or key milestones are reached. Materials will include the development of a project fact sheet. *If authorized, the CONSULTANT shall develop frequently asked questions (FAQ) document, and display boards for public meetings. Notifications will include the development of on-site project signage, project posters, online and/or print display ads and project postcards.* Notification content can also be used by City staff to apply to the City's website, social media, e-newsletter and newsletter, press releases, and/or provided to local organizations, homeowner associations, online comment periods, and key stakeholders to use in their own independent avenues for communicating with the community.

Outreach is anticipated for the general public, Sound Transit, other City projects, adjacent residential properties and adjacent businesses. A different approach may be used for each.

Assumptions:

- The CITY will be the lead in preparing outreach materials and sending out materials to the public (website, emails, e-magazine, press releases, online comment opportunities) and coordinating outreach with nearby projects. The CONSULTANT will attend up to 3 meetings to strategize and coordinate outreach. The CONSULTANT will provide project graphics for the outreach and for property owner meetings.
- The City will identify and provide contact information (email, mail and phone) for project point of contact at the City to include on all outreach materials.
- The City will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The City will share these communications, as appropriate, to inform any interim reports on public outreach and/or the final outreach summary.
- The City will take the lead role on any proactive media outreach and media response for the project.
- The City will print any outreach materials when possible unless they do not have the equipment to produce a piece. In that case, the City will be billed directly for all external printing or mailing services.

Deliverables:

- Materials and notifications (1 draft and 1 final of each):
 - Fact sheet (initial and 1 update)
 - *FAQ (initial and 1 update) and / outreach content*
 - Graphics for outreach
 - *Display advertisements (online or print, 1 total)*
 - *Poster (1 total)*
 - *Postcard (1 total)*
 - *Content for one (1) round of notification for the City to post or distribute through other local avenues of communication*

7.4 Outreach Summary Memo

The CONSULTANT (EI) will prepare an outreach summary. The summary will include an overview of the outreach approach from the outreach plan, how input was solicited and used to inform the design, what was heard from key stakeholders, local organizations and the public during the outreach process, and an evaluation of the outreach process.

Deliverables:

- Draft Outreach Summary Memo(PDF Electronic file).
- Final Outreach Summary Memo(PDF Electronic file).

Task 8.0 Illumination

The CONSULTANT (DEA) will utilize the City of Redmond Illumination Design Manual, Special Provisions, Standard Details, and other associated standards as the basis for the shared use path illumination design. Illumination system coordination will be required as much of the existing walkway includes privately owned lighting systems. An AGi lighting photometric model will be created of the shared use path. The model will identify luminaire locations based on light level guidelines using the standards identified. Lighting components shall be located in their proposed locations to the extent possible considering factors such as underground and overhead conflicts and compliance with ADA, MUTCD, and City of Redmond standards for use and placement.

8.1 Preliminary Illumination Design (30% Completion)

A majority of the existing shared use path lighting appears to be owned/operated by Microsoft. It will be crucial to understand what will need to occur as part of the project, including: ownership of existing systems; whether existing luminaires shall be maintained, removed and relocated, and/or removed and salvaged;

The CONSULTANT (DEA) shall perform the following tasks as identified below:

- Coordinate with Microsoft to understand the existing lighting system.
- Understanding ownership of existing and future systems, including new lighting and any impacted existing private and street lighting systems.
- Identifying existing electrical connections and services for use in final system design.
- Coordinate with City staff to determine preferred fixture and lighting systems for the length of the shared use path, including pole type, fixture type, and fixture mounting heights.

The deliverable for this task is included in Task 9.1

8.2 Shared Use Path Illumination Design

Once the system coordination has been completed and the shared use path alignment has been determined, an AGi lighting photometric model will be created of the shared use path. This will be used to show that the proposed lighting plan meets the identified light levels for the project. Once the lighting model is approved as part of the “Round 1” of the Illumination Design Manual steps, construction plans will be prepared.

The (CONSULTANT) DEA will perform the following work tasks as identified below:

- Confirm design criteria with project team.
- Conduct an AGi photometric lighting model of the shared use path.
- Create illumination construction plans with a layout showing locations of proposed light poles and light poles that are to remain or to be removed and/or relocated. The plans will include fixture locations, junction boxes, conduit, conductors, electrical components, and associated details, as necessary.
- Incorporate the existing street lighting as appropriate. Determine location and check lighting if an existing pole needs to be relocated. Work with City and PSE to determine revised street lighting poles and fixtures as appropriate.

The deliverable for this task is included in Task 13.0.

Assumptions:

- Due to the heavy tree canopy cover in the project vicinity, it is expected that roadway lighting will not provide sufficient lighting to meet the City’s required light levels. Separate trail lighting will be required.
- The City will provide details on the preferred shared use path lighting
- AGI32 software will be used for illumination design.
- Only one AGi lighting model will be created, and only one set of comments addressed. If additional relocations of proposed fixtures are required (resulting in additional light modeling work), that would be considered Extra Services.
- Existing street luminaires along project are owned by PSE. If existing street luminaires are recommended to be relocated or replaced or fixtures changed to LED, for example due to the new path location, there will be PSE coordination required. The affected poles may become CITY luminaires and fixtures would be LED. Power source may need to be CITY supply. The CONSULTANT (DEA) will assist the CITY with this PSE coordination process. The CONSULTANT (DEA) will show this information in the plans and provide any associated project costs.
- Private development project at NE corner of 156th Ave NE and NE 40th St has completed a lighting study. CONSULTANT (DEA) shall obtain and review the study, plans and schedule for changes to street lighting system that may affect this project.

Task 9.0 Preliminary Design (30% Plans and Estimate)

9.1 Preliminary Design (30% Completion)

For the preliminary design, the CONSULTANT (DEA, CT) shall develop a 30% preliminary design that will include the following:

- | | |
|---|----------|
| • Cover Sheet including vicinity map and index | 1 sheet |
| • Typical Sections for NE 40th Street and Shared Use Path | 2 sheets |
| • Site Preparation Plans | 6 sheets |
| • Tree Preservation Plans | 6 sheets |

• Horizontal and Vertical Alignments of Shared Use Path	6 sheets
• NE 40th Street Channelization	6 sheets
• ADA Ramp Layout including Curb Modifications	4 sheets
• Retaining Wall Profiles (Up to four)	5 sheets
• Drainage Plan	6 sheets
• Traffic Signal Modification Layout (three intersections)	3 sheets
• Pedestrian Detour Plan	6 sheets

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

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

Deliverables:

- 30% Plans (PDF Electronic file).
- 30% Opinion of Probable Construction Cost (PDF Electronic file).
- 30% Construction Schedule (PDF Electronic file).

9.2 Utility Location and Coordination (30%)

The CONSULTANT (DEA) shall review the 30% design to identify potential conflicts, and if practical, modify the design to avoid these conflicts. The CONSULTANT (DEA) and the CITY shall work together to resolve remaining conflicts.

The CITY shall coordinate with utility owners regarding the potential relocation of existing facilities and the installation of new or planned services.

Task 10.0 Geotechnical

10.1 Geotechnical Investigation (Final)

The CONSULTANT (HWA) shall review the final path alignment and the results of the geotechnical findings completed for the preliminary design, including subsurface soil and groundwater conditions, and preliminary geotechnical recommendations. *Supplemental explorations may be completed at key features (stormwater facilities, signal poles, etc.), and infiltration testing will be performed if infiltration is considered feasible.* The CONSULTANT (HWA) will perform analyses to update the draft geotechnical recommendations, complete additional recommendations, and summarize the recommendations in a final design geotechnical report.

10.1.1 CONTINGENCY: Data Review, Supplemental Field Explorations, and Laboratory Testing

The CONSULTANT (HWA) shall complete a site visit to locate the proposed supplemental borings and plan the traffic control operations. This will include submittal of a right-of-way use permit, if required.

The CONSULTANT (HWA) shall evaluate subsurface soil and groundwater conditions at the locations of storm water facilities, and signal poles, as appropriate. The CONSULTANT proposes to drill up to five (5) borings ranging in depth from 10 to 15 feet depending upon the location of the boring and the proposed improvements. Three of the boings will be completed as wells used for monitoring the fluctuation in groundwater. The actual number of borings

required will be based upon the specific proposed improvements and the perceived data gaps at those locations.

The CONSULTANT (HWA) shall evaluate the pertinent physical and engineering characteristics of the site soils from the results of laboratory tests performed on samples obtained from the borings. The CONSULTANT (HWA) anticipates completing moisture and organic content determination, Cation Exchange Capacity (CEC), and particle size analyses.

10.1.2 Geotechnical Analyses and Design Report

The CONSULTANT (HWA) shall confirm the preliminary recommendations for earthwork and site preparation including placement and compaction of roadway fill and trench backfill, preparation of pavement subgrade soils, and mitigation of unsuitable/compressible soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.

The CONSULTANT (HWA) shall evaluate the drainage conditions along the site as they relate to subsurface conditions and the possibility of artesian conditions and provide recommendations for mitigating the impacts of the seepage on the proposed improvements.

The CONSULTANT (HWA) shall provide recommendations for temporary and permanent slopes.

The CONSULTANT (HWA) shall provide recommendations for retaining walls, including geotechnical parameters for MSE (mechanically-stabilized earth) walls, reinforced concrete walls, and gravity walls for use in bidding.

The CONSULTANT (HWA) shall provide recommendations for foundation design of signal poles.

The CONSULTANT (HWA) shall prepare a draft written report containing the conclusions and recommendations along with the supporting field and laboratory data.

The CONSULTANT (HWA) shall provide design support following submittal of draft report to evaluate design modifications that relate to geotechnical aspects of the project that arise during final design.

The CONSULTANT (HWA) shall prepare a final written report containing conclusions and recommendations.

The CONSULTANT (HWA) shall review the plans and specifications to verify the geotechnical recommendations have been incorporated into the project. This task includes assistance with developing up to one plan detail and providing input for specifications. This could include details related to site drainage that may be implemented regarding the possible artesian condition noted for the alignment. The CONSULTANT (HWA) shall prepare one Geotechnical Letter of Conformance, if required, verifying that the plans and specifications conform with the geotechnical recommendations.

The CONSULTANT (HWA) shall provide response to geotechnical questions from bidders during the bidding period.

Assumptions:

- One round of review of the draft geotechnical engineering report will be required.

The following assumptions are for contingency boring exploration work:

- *Traffic Control Plans for the field work to be coordinated with adjacent projects.*
- *Up to 5 borings will be drilled.*
- *Permits/Right-of-Entries for site explorations will be provided at no cost to HWA*
- *Explorations assume a single lane closure with flaggers*

- *The subsurface explorations will not be used to assess site environmental conditions. However, visual and/or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.*
- *All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.*
- *Any wells installed as part of this investigation will be maintained throughout design and abandoned in accordance with WAC requirements by the Contractor during construction.*
- *Borings will be drilled outside of paved areas and no restoration of pavement is needed.*
- *Up to three Pilot Infiltration Tests (PIT) will be performed, if infiltration is considered feasible.*
- *PITs will be conducted such that no shoring is required to maintain an open pit that is safe for access and does not undermine utilities.*

Deliverables:

- *Traffic Control Plans for the field work (Contingency).*
- *Plan of proposed field work (Contingency).*
- *One Site and Exploration Memorandum (pdf electronic copy) (Contingency).*
- *One Draft Geotechnical Engineering Report (hard copy and pdf electronic copy).*
- *One Final Geotechnical Engineering Report (hard copy and pdf electronic copy).*
- *One Geotechnical Letter of Conformance, if required (pdf electronic copy).*

Task 11.0 Utility Coordination

11.1 Utility Coordination

The CONSULTANT (DEA) will transmit two copies of the half-size plans at major milestone submittals (30%, 60% and 90%) to utility providers. The need for utility relocations (if any) will be identified during the Alternates phase and again at 30% design. Utility agencies will be asked to verify the accuracy and location of their respective facilities.

The CONSULTANT (DEA) will request that the utilities determine if they have improvements that they would prefer to have relocated prior to or coincident with this PROJECT.

The CONSULTANT (DEA) shall attend up to two (2) Redmond's Utility Coordination meetings.

Deliverables:

- Transmittal of the plans at major milestone submittals (30%, 60%, 90%) to the utility providers.

11.2 Utility Conflict Resolution and Potholing

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

The proposed improvements may require and would benefit from having subsurface utility potholing performed. The CONSULTANT (DEA) shall coordinate the potholing, including the survey and the contracting of the potholing subcontractor. For estimating purposes, it is assumed five (5) locations will be potholed. If additional potholes are required, this will be done as an extra service.

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

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

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

Assumptions:

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

Deliverables:

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

Task 12.0 Hydraulic Report

12.1 Preliminary and Final Hydraulic Report

As part of the 30% preliminary design (see Task 9.1), the CONSULTANT shall develop a conceptual drainage design for the PROJECT. The 30% preliminary design will determine if water quality and detention are required and develop a plan view of the drainage design.

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

- Project overview
 - General description of project
 - Existing soils type(s)
- Existing conditions summary
 - Review existing site conditions
 - Identify site limitations
- Off-site analysis (upstream and downstream)
 - Study area definition
 - Review of available information
 - Field Inspection
- Minimum requirements
 - Address 9 minimum requirements outlined by DOE
- Permanent Stormwater Control Plan
 - Existing Site Hydrology
 - Developed Site Hydrology
 - Performance Standards and Goals

- Flow Control System
- Water Quality System
- Conveyance System Analysis and Design, including downstream analysis ¼ mile past project limits
- Construction Stormwater Pollution Prevention Plan
 - Evaluation of 13 elements outlined by DOE
- Special reports and studies
 - Reference other studies prepared for project (geotechnical report, critical area study, etc.)
- Other permits
 - List of other permits and approvals required
- Operations and maintenance manual

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

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

Assumptions:

- For 30% Preliminary Design, drainage profiles will not be developed.
- It is assumed the PROJECT will be defined as a "Large Project" as define in City of Redmond Stormwater Technical Notebook, Section 3.5
- One site visit will be required to locate proposed facilities.
- The Final Hydraulic Report assumes compliance with City of Redmond Stormwater Technical Notebook, Issue No. 8, as amended in June 5, 2019.
- Low impact stormwater design concepts will be incorporated into the drainage design where practical.
- The drainage design will be incorporated into the Final Design element.
- The CITY will provide one set of consolidated comments for each draft submittal of the Hydraulic Report.

Deliverables:

- Draft Hydraulic Report (PDF Electronic file). Submitted with 60% design.
- Final Hydraulic Report (PDF Electronic file). Submitted with 100% design.

Task 13.0 Final Design Plans, Specifications, and Estimates (PS&E)

13.1 60% Submittal

13.1.1 60% Plans

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

The CONSULTANT's (DEA, CT) 60% submittal shall include drawings, quantities, specifications, and the Engineer's estimate. All 30% plan submittal comments received shall be incorporated into the submittal. The CITY shall review the submittal and return a consolidated set of comments to the CONSULTANT (DEA, CT). The review period shall last three weeks. The 60% plans will include the following sheets:

• Cover Sheet including Vicinity Map and Index	1 sheet
• Legend and Abbreviations	1 sheet
• Horizontal/ROW/Survey Control Plan	6 sheets
• Typical Sections for NE 40th Street and Shared Use Path	2 sheets
• TESC Plans and Details	6 sheets
• Site Preparation Plans	6 sheets
• Shared Use Path Plan and Profile	6 sheets
• Shared Use Path Details	2 sheets
• NE 40th Street Roadway Details	2 sheets
• NE 40th Street Channelization and Signing	6 sheets
• ADA Curb Ramp Details (8 ramps)	4 sheets
• Storm Drainage Plan and Profiles	6 sheets
• Storm Drainage Details	1 sheet
• Retaining Wall Plan/Profile/Details	8 sheets
• Illumination Plans	6 sheets
• Illumination Notes and Details	1 sheet
• Signal Modification Plans/Details 156th	2 sheets
• Signal Modification Plans/Details 159th	2 sheets
• Signal Modification Plans/Details 163rd	2 sheets
• JUT and Utility Relocation Plans	6 sheets
• Landscaping and Restoration Plans	6 sheets
• Pedestrian Detour Plans	6 sheets
• Traffic Control Plans	6 sheets

Assumptions:

- Project design work will be performed assuming basic design parameters that will be acceptable to the CITY. Examples include, but are not limited to, the use of standard proprietary retaining walls such as modular block walls, railings, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.
- The CITY will provide requirements or input on the aesthetic treatment of exposed wall surfaces, and preferences for pedestrian rail attachments to retaining walls.
- Pedestrian scale lighting will be required the entire length of the project.
- Modifications to the Microsoft pathway and associated lighting system will be required.
- Illumination will be LED.
- Signal modifications at 159th Avenue NE and 163rd Avenue NE are anticipated to be limited to improvements on the southern portion of these intersections.
- Irrigation will be contractor design item; DEA will show on the plans known irrigation and points of connection for irrigation water supply.

Deliverables:

- Comment responses spreadsheet from 30% submittal.

- 60% Plans (PDF Electronic file).

13.1.2 60% Estimate

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

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Opinion of Probable Construction Cost (PDF Electronic file)
- List of unique materials supplied or work to be done by others that need to be accounted for in overall budget, for example PSE light fixture replacement or permanent wayfinding signs supplied outside the contract.

13.1.3 60% Specifications

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

Assumptions:

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

Deliverables:

- Comment responses spreadsheet from 30% submittal.
- 60% Specification (PDF Electronic file).

13.1.4 60% Construction Schedule

The CONSULTANT (DEA) shall update the 30% project schedule that included construction elements. In order to predict the construction start for this schedule, the CONSULTANT will work with the CITY to review the overall project schedule elements that will impact the construction start. Permit requirements and restrictions will be incorporated.

Assumptions:

- Microsoft Project software will be used to create the PROJECT construction schedule.

Deliverables:

- 60% Construction Schedule (MS Project schedule and PDF Electronic file).

13.2 90% Submittal

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

13.2.1 90% Plans

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

Deliverables

- Comment response spreadsheet from 60% submittal.
- 90% Plans (PDF Electronic file).
- Cross-Sections every 50 feet along shared use path alignment (PDF Electronic file).

13.2.2 90% Estimate

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

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Opinion of Probable Construction Cost (PDF Electronic file).

13.2.3 90% Specifications

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

Deliverables:

- Comment responses spreadsheet from 60% submittal.
- 90% Specification (PDF Electronic file).

13.2.4 90% Construction Schedule

The 60% specification submittal comments shall be incorporated into the 90% submittal. The CONSULTANT (DEA) shall update the construction schedule.

Deliverables:

- 90% Construction Schedule (PDF Electronic file).

13.2.5 90% Design Report

The CONSULTANT shall prepare a draft design report as part of the 90% submittal. The design report will include executive summary of the project, summary of environmental documentation, permits, summary of technical reports, easements, coordination with other projects and entities, project commitments, and issues that need to be followed or addressed during construction.

Deliverables:

- Draft Design Report (PDF Electronic file).

13.3 100% Submittal

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

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

Deliverables:

- Comment responses spreadsheet from 90% submittal.
- 100% Complete Plan set (PDF Electronic file).
- 100% Complete Contract Provisions Book (PDF Electronic file).
- 100% Opinion of Probable Construction Cost (PDF Electronic file).
- Final Construction Schedule (PDF Electronic file).
- Final Design Report (PDF Electronic file). Cross-Sections every 50 feet along shared use path alignment (PDF Electronic file).

13.4 Bid Ready Documents

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

Assumptions:

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

Deliverables:

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

Task 14.0 Right-of-Way

14.1 Parcel Exhibits

The project includes federal funds. The CONSULTANT (DEA) shall prepare parcel exhibits for each affected individual parcel that will include existing easements. It is estimated that parcel exhibits are required for four (4) total parcels, all of which will require exhibits for both right-of-way acquisition, which may be in the form of:

- permanent easements or fee acquisition
- temporary design and construction phase access easements.

It is assumed that a parcel exhibit is not required for the City-owned parcels, if any, unless there are easements on the parcel.

See Environmental Permitting Task for more information.

Deliverables:

- Draft Parcel Exhibits (PDF Electronic file).
- Final Parcel Exhibits (PDF Electronic file).

14.2 Legal Descriptions

The CONSULTANT (DEA) shall provide descriptions for the right-of-way acquisitions required by this project. The CONSULTANT (DEA) will include area calculations and right-of-way

dimensions with the parcel descriptions. It is estimated that legal descriptions are required for four (4) total parcels. Services may include:

- Temporary access easements for
 - design period explorations
 - project construction
- Permanent easements and / or fee acquisition
- NGPE modifications and assistance with approval process

Deliverables:

- Parcel Exhibits (DEA)
- Cost estimates
- Draft Legal Descriptions (PDF Electronic file).
- Final Legal Descriptions (PDF Electronic file).

14.3 Final Right-of-Way Plan

The CONSULTANT (DEA) shall develop planning level right-of-way plans for the project to be submitted with the PFE. The base information on the plans shall include limited topographic base mapping, property lines, right-of-way lines, easements, names of property owners, parcel areas, sections, townships, and ranges. The CONSULTANT (DEA) shall establish the planning level right-of-way required for the project based on the preliminary design. The new right-of-way, together with areas of acquisition for each parcel, shall be shown on the Final right-of-way plans for WSDOT Certification.

Deliverables:

- Updated cost estimates
- Draft Right of Way Plans (PDF Electronic file).
- Final Right of Way Plans (PDF Electronic file).

14.4 Real Estate Services

The CONSULTANT (Abeyta) shall perform real estate functions required to analyze, negotiate for, and acquire real property interests along the south side of NE 40th Street, on behalf of the City of Redmond, for the PROJECT. This includes permanent and temporary property rights. Work by others is noted (ex. DEA).

Tasks include, but are not limited to:

- Title analysis – Prepare list of title exceptions to be cleared.
- Quiet title – if title analysis results in encumbrances or questions requiring further quiet title activities, a scope amendment will address the additional work.
- Develop Project Funding estimate to accompany preliminary right of way approval by Redmond.
- Prepare Administrative Offer Summary (AOS) reports for one or more parcels that meet the threshold for AOS, should appraisal not be required. If formal appraisals are required, additional budget will be negotiated.
- Obtain rights of entry from one property owner for 4 parcels.
- Utility coordination and relocation – Analyze and clear utility and other encumbrances being affected by the project.
- Draft all real estate documents based on format approved by the CITY.

- Assist in landowner contact and all negotiations to acquire real property, to standards required by the CITY and WSDOT LAG Manual.
- *Coordinate for the environmental Phase I report and any other due diligence required by the CITY, prior to recording documents or closing escrow, as may be needed.*
- Open and oversee escrow, or facilitate document recording and real property transfer to CITY and / or permanent easements for the facilities
- Close out files and certify real estate, as may be required by the funding source.
- Attend up to three (3) property coordination meetings.
- *Assist with obtaining Possession and Use agreements, if required.*
- *Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.*
- *Coordinate to obtain appraisals and appraisal reviews for potential litigation, if required.*
- *Relocation Services do not appear to be a requirement of this project and are therefore not included in this Scope of Services.*

This project includes acquisition of permanent right-of-way easements, temporary easements, construction agreements, and/or rights of entry, from four (4) parcels, owned by one (1) property owner.

Deliverables:

- Graphics and descriptions for right of entries (DEA).
- Real Estate Documents.
- Closed Real Estate files.
- All documentation required by federal funding.

Assumptions:

- Early acquisition approval from WSDOT will be required, in order to present offers to acquire real property, prior to NEPA approval.

Task 15.0 Bid and Award Support

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

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

The CONSULTANT (DEA, CT) shall provide As-Bid documents to the CITY.

Deliverables:

- *Attend, participate in and summarize pre-Bid meeting.*
- Attend, participate in and summarize pre-construction meeting.
- Prepare response to bidder questions and bid document addenda.
- Assist with bidder check such as bid document and reference checks.

- As-Bid Plans (One (1) paper full-size (22"x34") and four (4) paper half-size (11"x17"), PDF Electronic file).
- As-Bid Contract Provisions (Four (4) paper hard copies, PDF Electronic file).

Task 16.0 Optional Services

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

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

Exhibit B
DBE Participation Plan

Agreement Number:

David Evans and Associates, Inc. (DEA)

***UDBE Inclusion Plan
for
City of Redmond***

NE 40th Street Shared Use Path

General Description of Work:

For the majority of the work in this task order, DEA and its subconsultants are contracted to prepare preliminary and final designs and environmental support for a new share use path on the south side of NE 40th Street, which is located in Redmond, WA.

1. SUBCONTRACTING

The work associated with this Task Order/Project is subject to an Underutilized Disadvantage Business Enterprise (UDBE) mandatory goal of twelve percent (12%). DEA will make a good faith effort to achieve a participation of at least 12% by one or more certified UDBE firms.

2. DIVERSE BUSINESS SUBCONTRACTORS

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

Name of UDBE Firm	UDBE Certification	Specialty
Civiltech Engineering	Yes/DBE	Civil and Structural Engineering/Drafting
HWA GeoSciences	Yes/DBE	Geotechnical/Hazardous Materials
Abeyta & Associates	Yes/DBE	Right-of-Way
Ott-Sakai & Associates, LLC	Yes/DBE	Estimating/Constructability

For this project, Civiltech, HWA, and Abeyta are expected to be contracted for approximately \$169,036, which will likely exceed the 12% goal. Ott-Sakai is being shown for potential future work on the project. At any point in the delivery of this contract, if additional services are needed, Civiltech, HWA, Abeyta, Ott-Sakai, or other subconsultants may be asked to perform additional work, which could increase the percentage of participation.

3. DIVERSITY EXPERT

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

4. PAST PERFORMANCE OR STRATEGIES

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

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

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

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

5. PROMPT PAYMENT AND DISPUTE RESOLUTION

Prompt Payments:

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

Disputed Billings:

In the event of a disputed billing, only the disputed portion will be withheld from submission to Client. In the event any dispute arises between Subconsultant and DEA or Subconsultant and Client, Subconsultant will continue to perform its work regardless of the nature of the dispute. If Subconsultant makes a valid claim resulting from any act of, omission of, or change made by Client, or anything else for which Client may be liable pursuant to the Prime Agreement, DEA's duty to Subconsultant is limited to passing on the claim to Client. Unless DEA and Subconsultant agree otherwise, Subconsultant will be bound by such determination and any adjustment in Subconsultant's contract price will be made only to the extent allowed by Client or a final court award against Client.

6. OTHER

Not applicable

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit D
City of Redmond
NE 40th Street Shared Use Path

David Evans and Associates, Inc.

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Engineer VI (ENG6)	278		\$ 240.87		\$66,962
2	Engineer IV (ENG4)	433		\$ 185.68		\$80,401
3	Engineer III (ENG3)	68		\$ 145.74		\$9,910
4	Designer III(DES3)	727		\$ 160.68		\$116,816
5	Party Chief (PCH2)	96		\$ 112.81		\$10,830
6	Planner III (PLN3)	140		\$ 150.93		\$21,130
7	Project Accountant (PAC3)	22		\$ 119.15		\$2,621
8	Project Coordinator III (PJC3)	75		\$ 97.26		\$7,295
9	Project Manager IV (PJM4) - QC Manager	80		\$ 254.90		\$20,392
10	Project Manager III (PJM3) - Landscape	66		\$ 178.37		\$11,772
11	Project Manager II (PJM2) - Survey	37		\$ 163.12		\$6,035
12	Support Services Specialist III (SSS3)	9		\$ 65.55		\$590
13	Survey Manager	5		\$ 221.05		\$1,105
14	Survey Technician II (SVT2)	88		\$ 83.85		\$7,379
15	Survey Technician IV (SVT4)	135		\$ 103.67		\$13,995
16	Landscape Designer IV (LAD4)	50		\$ 122.57		\$6,128

Total Hrs. 2309

Salary Cost						\$ 383,362
Salary Escalation Cost (estimated)						
Escalation - % of Labor Cost	3%	per year @	1	year(s)		\$11,501
Total Salary Cost						\$ 394,863

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs				
Full-Size Plans	4	sets @	\$350 /set	\$ 1,400.00
Half-Size Plans	4	sets @	\$30 /set	\$ 120.00
Specifications	4	sets @	\$30 /set	\$ 120.00
Potholes	5	@	\$900 /each	\$ 4,500.00
Mail/Deliveries/Fed Ex	10	@	\$36 /each	\$ 361.00
Mileage	1000	miles @	\$0.575 /mile	\$ 575.00
Traffic Control	0	@	\$2,500.00 LS	\$ -
Gilles Tree Consulting	1	@	\$4,160 LS	\$ 4,160.00
Utility Locates	80	@	\$100 /each	\$ 8,000.00

Subtotal **\$ 19,236**

David Evans and Associates Total **\$ 414,099**

Subconsultants	UDBE	Hrs	\$ Total
Abeyta & Associates	Yes	179	\$ 33,076
CivilTech Engineering, Inc.	Yes	581	\$ 84,682
Cultural Resource Consultants, LLC		59	\$ 4,254
Envirolssues		46	\$ 5,105
HWA Geosciences	Yes	289	\$ 50,601
Ott-Sakai & Associates	Yes	0	\$ -
Subconsultant Total		865	\$ 177,719

Direct Expenses Sub-Total (including Subconsultants) **\$ 196,955**

Total Costs **\$ 591,818**

Contingency and Reserve Fund (10%) **\$ 59,182**

Total Costs with Management Reserve Fund **\$ 651,000**

Anticipated UDBE Percentage **26%**

Note: Ott-Sakai is included for potential future work.

Exhibit D
City of Redmond
NE 40th Street Shared Use Path

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Work Element #	Work Element	Engineer VI (ENG6)	Engineer IV (ENG4)	Engineer III (ENG3)	Designer III (DES3)	Party Chief (PCH2)	Planner III (PLN3)	Project Accountant (PAC3)	Project Coordinator III (PJC3)	Project Manager IV (PJM4) - QC Manager	Project Manager III (PJM3) - Landscape	Project Manager II (PJM2) - Survey	Support Services Specialist III (SSS3)	Survey Manager	Survey Technician II (SVT2)	Survey Technician IV (SVT4)	Landscape Designer IV (LAD4)	DEA	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL																			
2.1	Project Management	72						4	8									84	\$18,597	\$19,016
2.2	Subconsultant Coordination	8																8	\$1,927	\$1,967
2.3	Develop Project Schedule	12																12	\$2,890	\$2,950
2.4	Monthly Invoices/Progress Reports	9						18	9				9					45	\$5,778	\$6,002
2.5	Project Kick-off Meeting and Progress Meetings	38	36	18	38				30									160	\$27,485	\$28,282
2.6	Quality Control/Quality Assurance Review									80								80	\$20,392	\$20,790
2.7	Change Management	5							2									7	\$1,399	\$1,434
	Work Element 2.0 Total	144	36	18	38			22	49	80			9					396	\$78,468	\$80,441
3.0	SURVEY																			
3.1	Data Collection											2				4		6	\$741	\$771
3.2	Horizontal and Vertical Control Network					8						1				4		13	\$1,480	\$1,545
3.3	Establish Road Centerline Alignments and Right-of-Ways for Corridor (Basemap)											8		1		4		13	\$1,941	\$2,005
3.4	Topographic Survey					60						2		1	60	56		179	\$18,152	\$19,044
3.5	Underground Utilities	1				20						1			20	20		62	\$6,411	\$6,719
	Work Element 3.0 Total	1				88						14		2	80	88		273	\$28,725	\$30,084

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Work Element #	Work Element	Engineer VI (ENG6)	Engineer IV (ENG4)	Engineer III (ENG3)	Designer III (DES3)	Party Chief (PCH2)	Planner III (PLN3)	Project Accountant (PAC3)	Project Coordinator III (PJC3)	Project Manager IV (PJM4) - QC Manager	Project Manager III (PJM3) - Landscape	Project Manager II (PJM2) - Survey	Support Services Specialist III (SSS3)	Survey Manager	Survey Technician II (SVT2)	Survey Technician IV (SVT4)	Landscape Designer IV (LAD4)	DEA	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$
4.0	ENVIRONMENTAL DOCUMENTATION																			
4.1	Environmental Technical Reports						6				3							9	\$1,441	\$1,485
4.1.1	Geology and Soils Technical Report																	4	\$604	\$624
4.1.2	Hazardous Materials Technical Report						4											4	\$604	\$624
4.1.3	Cultural Resources Report						4											16	\$2,415	\$2,495
4.1.4	Environmental Justice Letter to File						16											26	\$4,583	\$4,712
4.1.5	Critical Areas Report/No Effect Letter and Essential Habitat Evaluation						2				24									
4.2	NEPA Environmental Documentation																			
	Draft CED to City	1					26											27	\$4,165	\$4,299
	Draft CED to H&LP						12											12	\$1,811	\$1,871
	Final CED						2											2	\$302	\$312
4.3	SEPA Environmental Documentation																			
	Draft SEPA Checklist						32											32	\$4,830	\$4,989
	Final SEPA Checklist						8											8	\$1,207	\$1,247
4.4	Environmental Permitting																			
4.4.1	Admin Mod	4			160		4				8							176	\$28,703	\$29,580
4.4.2	NPDES Stormwater Construction General Permit	1					16											17	\$2,656	\$2,740
4.4.3	Stormwater Pollution Prevention Plan (SWPPP)	1	16				8											25	\$4,419	\$4,544
	Work Element 4.0 Total	7	16		160		140				35							358	\$57,739	\$59,522
5.0	TREES EVALUATION																			
	Site Evaluation of Trees	2																2	\$482	\$492
	Structural Tests 2 Drill Tests/tree																			
	Data Entry																			
	Report Preparation																			
	Work Element 5.0 Total	2																2	\$482	\$492
6.0	ALTERNATIVES ANALYSIS (10% Design)																			
6.1	Project Site Visits (3 Total)	3	12	2	6													23	\$4,206	\$4,321
6.2	Alternative Analysis/Alternatives Analysis Summary Document																			
	Draft	8	24	4	40				2									78	\$13,588	\$13,977
	Final	4	4		24				2									34	\$5,757	\$5,926
	Work Element 6.0 Total	15	40	6	70				4									135	\$23,552	\$24,224

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Work Element #	Work Element	Engineer VI (ENG6)	Engineer IV (ENG4)	Engineer III (ENG3)	Designer III (DES3)	Party Chief (PCH2)	Planner III (PLN3)	Project Accountant (PAC3)	Project Coordinator III (PJC3)	Project Manager IV (PJM4) - QC Manager	Project Manager III (PJM3) - Landscape	Project Manager II (PJM2) - Survey	Support Services Specialist III (SSS3)	Survey Manager	Survey Technician II (SVT2)	Survey Technician IV (SVT4)	Landscape Designer IV (LAD4)	DEA	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$
7.0	PUBLIC INVOLVEMENT																			
7.1	Project Open House																			
7.2	Open House Display Graphics and Materials																			
7.3	Outreach Materials and Notifications	1			3													4	\$723	\$743
7.4	Outreach Summary Report	1																1	\$241	\$246
	Work Element 7.0 Total	2			3													5	\$964	\$989
8.0	ILLUMINATION																			
8.1	Preliminary Design (30% Completion)		30															30	\$5,571	\$5,720
8.2	Shared Use Path Illumination Design		20															20	\$3,714	\$3,813
	Work Element 8.0 Total		50															50	\$9,284	\$9,533
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)																			
9.1	Preliminary Design (30% Completion)	8	60	8	150						3							241	\$40,342	\$41,543
9.2	Utility Location and Coordination (30%)	5		20	1													26	\$4,280	\$4,409
	Work Element 9.0 Total	13	60	28	151						3						12	267	\$44,622	\$45,952
10.0	GEOTECHNICAL																			
10.1	Geotechnical Investigation (Final)	2	1		2													5	\$989	\$1,014
	Work Element 10.0 Total	2	1		2													5	\$989	\$1,014
11.0	UTILITY COORDINATION																			
11.1	Utility Location and Coordination	1	2	8	2													13	\$2,100	\$2,164
11.2	Utility Coordination		2															2	\$371	\$381
11.3	Utility Conflict Resolution and Potholing		2	8	3	8						1			8	3		33	\$4,067	\$4,231
	Work Element 11.0 Total	1	6	16	5	8						1			8	3		48	\$6,538	\$6,777
12.0	HYDRAULIC REPORT																			
12.1	Preliminary and Final Hydraulic Report																			
	Preliminary	1	48		40				2									91	\$15,776	\$16,229
	Final		10		10				1									21	\$3,561	\$3,666
	Work Element 12.0 Total	1	58		50				3									112	\$19,336	\$19,894

David Evans and Associates, Inc.		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
Work Element #	Work Element	Engineer VI (ENG6)	Engineer IV (ENG4)	Engineer III (ENG3)	Designer III(DES3)	Party Chief (PCH2)	Planner III (PLN3)	Project Accountant (PAC3)	Project Coordinator III (PJC3)	Project Manager IV (PJM4) - QC Manager	Project Manager III (PJM3) - Landscape	Project Manager II (PJM2) - Survey	Support Services Specialist III (SSS3)	Survey Manager	Survey Technician II (SVT2)	Survey Technician IV (SVT4)	Landscape Designer IV (LAD4)	DEA	DEA	DEA
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$
13.0	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)																			
13.1	60% Submittal																			
13.1.1	60% Plans	1	48		70						8						16	143	\$23,790	\$24,502
13.1.2	60% Estimate	4	16		20						1							41	\$7,326	\$7,531
13.1.3	60% Specifications	30	4		2				8		4							48	\$9,782	\$10,021
13.1.4	60% Construction Schedule	4																4	\$963	\$983
13.2	90% Submittal																			
13.2.1	90% Plans	1	48		70						8						16	143	\$23,790	\$24,502
13.2.2	90% Estimate	4	16		20						1							41	\$7,326	\$7,531
13.2.3	90% Specifications	27	4		2				8		4							45	\$9,059	\$9,283
13.2.4	90% Construction Schedule	4																4	\$963	\$983
13.3	100% Submittal	4	16		30				2		1						4	57	\$9,618	\$9,902
13.4	Bid Ready Documents	2	2		8				1		1						2	16	\$2,659	\$2,739
	Work Element 13.0 Total	81	154		222				19		28						38	542	\$95,277	\$97,977
14.0	RIGHT-OF-WAY SERVICES																			
14.1	Parcel Exhibits											4				24		28	\$3,140	\$3,280
14.2	Legal Descriptions											10		2		4		16	\$2,488	\$2,568
14.3	Final Right-of-Way Plan	2			10							8		1		16		37	\$5,273	\$5,458
14.4	Real Estate Services																			
	Work Element 14.0 Total	2			10							22		3		44		81	\$10,902	\$11,305
15.0	Bid and Award Support																			
	Pre-Bid Meeting	2			2													4	\$803	\$823
	Pre-Construction Meeting	2			2													4	\$803	\$823
	Bidder Questions/Addendum	3	12		12													27	\$4,879	\$5,013
	Work Element 15.0 Total	7	12		16													35	\$6,485	\$6,660
16.0	Optional Services																			
	Work Element 16.0 Total																			
	EXPENSES																		\$19,236	\$19,236
	SALARY ESCALATION																		\$11,501	
PROJECT WORK ELEMENTS TOTALS		278	433	68	727	96	140	22	75	80	66	37	9	5	88	135	50	2309	\$414,099.10	\$414,099.10

Actuals Not To Exceed Table (ANTE)

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

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 175.00%	Fixed Fee NTE 30%	All Inclusive Hourly Billing Rate NTE
Administrative Assist II (ADM2)	\$25.00	\$43.75	\$7.50	\$76.25
Administrative Assist III (ADM3)	\$35.00	\$61.25	\$10.50	\$106.75
Administrative Assist IV (ADM4)	\$39.00	\$68.25	\$11.70	\$118.95
CAD Technician I (CAD1)	\$24.46	\$42.81	\$7.34	\$74.60
CAD Technician II (CAD2)	\$28.65	\$50.14	\$8.60	\$87.38
CAD Technician III (CAD3)	\$37.00	\$64.75	\$11.10	\$112.85
CAD Technician IV (CAD4)	\$50.00	\$87.50	\$15.00	\$152.50
CAD Technician V (CAD5)	\$46.45	\$81.29	\$13.94	\$141.67
Communications Specialist (CSPT)	\$63.18	\$110.57	\$18.95	\$192.70
Construction Inspector I (CIN1)	\$30.06	\$52.61	\$9.02	\$91.68
Construction Inspector II (CIN2)	\$35.16	\$61.53	\$10.55	\$107.24
Construction Inspector III (CIN3)	\$41.78	\$73.12	\$12.53	\$127.43
Construction Inspector IV (CIN4)	\$50.95	\$89.16	\$15.29	\$155.40
Construction Services Manager I (CSM1)	\$34.75	\$60.81	\$10.43	\$105.99
Construction Services Manager II (CSM2)	\$42.55	\$74.46	\$12.77	\$129.78
Construction Services Manager III (CSM3)	\$54.21	\$94.87	\$16.26	\$165.34
Construction Services Manager IV (CSM4)	\$67.76	\$118.58	\$20.33	\$206.67
Controller I	\$59.16	\$103.53	\$17.75	\$180.44
Designer I (DES1)	\$38.00	\$66.50	\$11.40	\$115.90
Designer II (DES2)	\$38.72	\$67.76	\$11.62	\$118.10
Designer III (DES3)	\$56.00	\$98.00	\$16.80	\$170.80
Designer IV (DES4)	\$60.00	\$105.00	\$18.00	\$183.00
Engineering Designer I (END1)	\$40.00	\$70.00	\$12.00	\$122.00
Engineering Designer II (END2)	\$47.00	\$82.25	\$14.10	\$143.35
Engineer III (ENG3)	\$55.00	\$96.25	\$16.50	\$167.75
Engineer IV (ENG4)	\$65.00	\$113.75	\$19.50	\$198.25
Engineer V (ENG5)	\$70.00	\$122.50	\$21.00	\$213.50
Engineer VI (ENG6)	\$85.00	\$148.75	\$25.50	\$259.25
Engineer VII (ENG7)	\$99.24	\$173.67	\$29.77	\$302.68
GIS Analyst III (GIA3)	\$40.76	\$71.33	\$12.23	\$124.32
GIS Analyst IV (GIA4)	\$48.00	\$84.00	\$14.40	\$146.40
GIS Manager (GISM)	\$49.42	\$86.49	\$14.83	\$150.73
Graphic Designer II (GRD2)	\$38.56	\$67.48	\$11.57	\$117.61
Graphic Designer III (GRD3)	\$44.00	\$77.00	\$13.20	\$134.20
Hydrographer I (HYD1)	\$25.48	\$44.59	\$7.64	\$77.71
Hydrographer II (HYD2)	\$27.51	\$48.14	\$8.25	\$83.91
Hydrographer III (HYD3)	\$35.30	\$61.78	\$10.59	\$107.67
Hydrographer IV (HYD4)	\$49.50	\$86.63	\$14.85	\$150.98
Hydrographer V (HYD5)	\$58.08	\$101.64	\$17.42	\$177.14
Intern I (INT1)	\$18.34	\$32.10	\$5.50	\$55.94
Intern II (INT2)	\$22.00	\$38.50	\$6.60	\$67.10

Actuals Not To Exceed Table (ANTE)

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

JOB CLASSIFICATIONS	Direct Labor Rate NTE	Overhead NTE 175.00%	Fixed Fee NTE 30%	All Inclusive Hourly Billing Rate NTE
Landscape Architect II (LAR2)	\$35.86	\$62.76	\$10.76	\$109.37
Landscape Architect III (LAR3)	\$40.41	\$70.72	\$12.12	\$123.25
Landscape Architect IV (LAR4)	\$49.81	\$87.17	\$14.94	\$151.92
Landscape Architect V (LAR5)	\$55.00	\$96.25	\$16.50	\$167.75
Landscape Designer I (LAD1)	\$28.00	\$49.00	\$8.40	\$85.40
Landscape Designer IV (LAD4)	\$43.00	\$75.25	\$12.90	\$131.15
Marketer III (MKT3)	\$42.00	\$73.50	\$12.60	\$128.10
Marketer IV (MKT4)	\$50.00	\$87.50	\$15.00	\$152.50
Oceanographer (OCGR)	\$49.12	\$85.96	\$14.74	\$149.82
Party Chief I (PCH1)	\$30.00	\$52.50	\$9.00	\$91.50
Party Chief II (PCH2)	\$40.00	\$70.00	\$12.00	\$122.00
Party Chief III (PCH3)	\$44.00	\$77.00	\$13.20	\$134.20
Party Chief IV (PCH4)	\$47.00	\$82.25	\$14.10	\$143.35
Planner I (PLN1)	\$30.57	\$53.50	\$9.17	\$93.24
Planner II (PLN2)	\$45.00	\$78.75	\$13.50	\$137.25
Planner III (PLN3)	\$53.00	\$92.75	\$15.90	\$161.65
Planner IV (PLN4)	\$56.88	\$99.54	\$17.06	\$173.48
Project Accountant (PAC2)	\$33.00	\$57.75	\$9.90	\$100.65
Project Accountant (PAC3)	\$41.00	\$71.75	\$12.30	\$125.05
Project Accountant (PAC4)	\$43.00	\$75.25	\$12.90	\$131.15
Project Coordinator I (PJC1)	\$18.81	\$32.92	\$5.64	\$57.38
Project Coordinator II (PJC2)	\$25.52	\$44.66	\$7.66	\$77.84
Project Coordinator III (PJC3)	\$34.00	\$59.50	\$10.20	\$103.70
Project Coordinator IV (PJC4)	\$36.17	\$63.30	\$10.85	\$110.32
Project Manager I (PJM1)	\$44.33	\$77.58	\$13.30	\$135.21
Project Manager II (PJM2)	\$63.00	\$110.25	\$18.90	\$192.15
Project Manager III (PJM3)	\$69.00	\$120.75	\$20.70	\$210.45
Project Manager IV (PJM4)	\$89.00	\$155.75	\$26.70	\$271.45
Project Manager V (PJM5)	\$103.00	\$180.25	\$30.90	\$314.15
Project Manager VI (PJM6)	\$111.17	\$194.55	\$33.35	\$339.07
QA/QC Specialist II (QAC2)	\$33.89	\$59.31	\$10.17	\$103.36
QA/QC Specialist III (QAC3)	\$43.41	\$75.97	\$13.02	\$132.40
QA/QC Specialist IV (QAC4)	\$76.43	\$133.75	\$22.93	\$233.11
Scientific Instrument Tech. I (Marine) (SIT1)	\$25.07	\$43.87	\$7.52	\$76.46
Scientist II (SCI2)	\$31.00	\$54.25	\$9.30	\$94.55
Scientist III (SCI3)	\$35.67	\$62.42	\$10.70	\$108.79
Scientist IV (SCI4)	\$61.14	\$107.00	\$18.34	\$186.48
Sr. Project Manager I (SPM1)	\$89.00	\$155.75	\$26.70	\$271.45
Sr. Project Manager II (SPM2)	\$104.00	\$182.00	\$31.20	\$317.20
Sr. Project Manager III (SPM3)	\$126.00	\$220.50	\$37.80	\$384.30
Sr. Project Manager IV (SPM4)	\$135.00	\$236.25	\$40.50	\$411.75

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc. - Puget Sound Region 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007						
JOB CLASSIFICATIONS		Direct Labor Rate NTE		Overhead NTE 175.00%		Fixed Fee NTE 30%
						All Inclusive Hourly Billing Rate NTE
Support Services Specialist II (SSS2)		\$19.00		\$33.25		\$57.95
Support Services Specialist III (SSS3)		\$25.00		\$43.75		\$76.25
Support Svcs Specialist IV (SSS4)		\$27.00		\$47.25		\$82.35
Support Svcs Specialist V (SSS5)		\$32.69		\$57.21		\$99.70
Support Svcs Specialist VII (SSS7)		\$46.47		\$81.32		\$141.73
Survey Analyst I (SAN1)		\$48.00		\$84.00		\$146.40
Survey Analyst II (SAN2)		\$48.00		\$84.00		\$146.40
Survey Manager I (SVM1)		\$63.00		\$110.25		\$192.15
Survey Manager II (SVM2)		\$68.00		\$119.00		\$207.40
Survey Manager III (SVM3)		\$75.00		\$131.25		\$228.75
Survey Technician I (SVT1)		\$25.00		\$43.75		\$76.25
Survey Technician II (SVT2)		\$30.00		\$52.50		\$91.50
Survey Technician III (SVT3)		\$33.00		\$57.75		\$100.65
Survey Technician IV (SVT4)		\$38.00		\$66.50		\$115.90
Survey Technician V (SVT5)		\$50.00		\$87.50		\$152.50
Surveyor III (SVY3)		\$63.00		\$110.25		\$192.15
Surveyor IV (SVY4)		\$60.00		\$105.00		\$183.00
Technical Writer (TECW)		\$31.59		\$55.28		\$96.35
Remote Pilot I (RPL1)		\$23.95		\$41.91		\$73.05
Remote Pilot II (RPL2)		\$34.65		\$60.64		\$105.68
Remote Pilot III (RPL3)		\$53.95		\$94.41		\$164.55
Flight Operations Manager (FLOM)		\$63.69		\$111.46		\$194.25

Exhibit E

Sub-consultant Cost Computations

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.

Agreement Number:

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

Abeyta & Associates

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	Lead Acq Agent/SR/WA	133		\$ 133.84		\$17,801
2	Acquisition Agent	46		\$ 114.72		\$5,277
Total Hrs.		179				

Salary Cost **\$ 23,078**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 1 year(s) \$692

Total Salary Cost **\$ 23,770**

Direct Expenses	No.	Unit	Each	Cost
Reproduction Costs	1	LS	\$55.00	\$ 55.00
Misc Courier Overnight Postage	1	LS	\$75.00	\$ 75.00
SOVA	1	LS	\$6,500	\$ 6,500.00
NRWRA	1	LS	\$2,400	\$ 2,400.00
Mileage	480	miles @	\$0.575 /mile	\$ 276.00
Subtotal				\$ 9,306

Abeyta & Associates Total **\$ 33,076**

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

Abeyta & Associates

		1	2			
Work Element #	Work Element	Lead Acq Agent/SR/WA	Acquisition Agent	Abetya	Abetya	Abetya
		Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc	Total Total \$
14.0	RIGHT-OF-WAY SERVICES					
14.1	Parcel Exhibits					
14.2	Legal Descriptions					
14.3	Final Right-of-Way Plan					
14.4	Real Estate Services	133	46	179	\$23,078	\$23,770
	Work Element 14.0 Total	133	46	179	\$23,078	\$23,770
16.0	Optional Services					
	Work Element 16.0 Total					
	EXPENSES				\$9,306	\$9,306
	SALARY ESCALATION				\$692	
PROJECT WORK ELEMENTS TOTALS		133	46	179	\$33,076.18	\$33,076.18

Abeyta & Associates
City of Redmond: NE 40th Street Shared Use Path
NEGOTIATED HOURLY RATE CONTRACT
MAXIMUM BILLING RATES NOT TO EXCEED TABLE

Consultant:

Position Classification	Max Direct Salary Rate	Overhead @ 110%	Profit @ 29%	Max Rate Per Hour
Lead Acquisition/Relocation Agent	\$ 59.00	\$ 64.90	\$ 17.11	\$ 141.01
Acquisition/Relocation Agent	\$ 49.00	\$ 53.90	\$ 14.21	\$ 117.11
		0	0	\$ -

Note: Direct Labor Rate NTE (Not to Exceed) is the maximum rate for each labor classification. Invoices shall be based on the actual Direct Labor Rate of the staff working on the project, but will not exceed this rate.

Rates valid through December 2020

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

CivilTech Engineering, Inc.

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	Principal	45		\$ 204.75		\$9,214
2	Senior Engineer	73		\$ 159.69		\$11,658
3	Engineer	233		\$ 128.29		\$29,893
4	QC Engineer	20		\$ 159.69		\$3,194
5	CADD	210		\$ 134.46		\$28,236

Total Hrs. 581

Salary Cost **\$ 82,193**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 1 year(s) \$2,466

Total Salary Cost **\$ 84,659**

Direct Expenses	No.	Unit	Each	Cost
Mileage	40	miles @	\$0.575 /mile	\$ 23.00
Subtotal				\$ 23

CivilTech Engineering, Inc. Total **\$ 84,682**

**Exhibit E
City of Redmond
NE 40th Street Shared Use Path**

CivilTech Engineering, Inc.

		1	2	3	4	5			
Work Element #	Work Element	Principal	Senior Engineer	Engineer	QC Engineer	CADD	CT	CT	CT
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$ w/ separate esc.	Total \$
2.0	PROJECT MANAGEMENT AND QUALITY CONTROL								
2.1	Project Management								
2.2	Subconsultant Coordination								
2.3	Develop Project Schedule								
2.4	Monthly Invoices/Progress Reports	18					18	\$3,685	\$3,762
2.5	Project Kick-off Meeting and Progress Meetings	4	14				18	\$3,055	\$3,131
2.6	Quality Control/Quality Assurance Review								
2.7	Change Management								
	Work Element 2.0 Total	22	14				36	\$6,740	\$6,893
6.0	ALTERNATIVES ANALYSIS (10% Design)								
6.1	Project Site Visits (3 Total)		3	3			6	\$864	\$889
6.2	Alternative Analysis/Alternatives Analysis Summary Document								
	Draft	2	8	64	2	16	92	\$12,369	\$12,759
	Final								
	Work Element 6.0 Total	2	11	67	2	16	98	\$13,233	\$13,648
9.0	PRELIMINARY DESIGN (30% PLANS AND ESTIMATE)								
9.1	Preliminary Design (30% Completion)	3	9	44	4	40	100	\$13,713	\$14,138
9.2	Utility Location and Coordination (30%)								
	Work Element 9.0 Total	3	9	44	4	40	100	\$13,713	\$14,138
13.00	FINAL DESIGN PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)								
13.1	60% Submittal								
13.1.1	60% Plans	4	12	40	4	80	140	\$19,262	\$19,856
13.1.2	60% Estimate	1	1	4			6	\$878	\$903
13.1.3	60% Specifications	1	1	8			10	\$1,391	\$1,433
13.1.4	60% Construction Schedule								
13.2	90% Submittal								
13.2.1	90% Plans	4	8	20	4	40	76	\$10,679	\$11,002
13.2.2	90% Estimate	1	2	8	1		12	\$1,710	\$1,761
13.2.3	90% Specifications	2	4	12	2		20	\$2,907	\$2,992
13.2.4	90% Construction Schedule								
13.3	100% Submittal	2	4	10	2	20	38	\$5,340	\$5,501
13.4	Bid Ready Documents	1	2	8	1	10	22	\$3,055	\$3,148
	Work Element 13.0 Total	16	34	110	14	150	324	\$45,222	\$46,597
15.0	Bid and Award Support								
	Pre-Bid Meeting								
	Pre-Construction Meeting								
	Bidder Questions/Addendum	2	5	12		4	23	\$3,285	\$3,383
	Work Element 15.0 Total	2	5	12		4	23	\$3,285	\$3,383
16.0	Optional Services								
	Work Element 16.0 Total								
	EXPENSES							\$23	\$23
	SALARY ESCALATION							\$2,466	
	PROJECT WORK ELEMENTS TOTALS	45	73	233	20	210	581	\$84,682.17	\$84,682.17

ACTUALS NOT TO EXCEED TABLE (ANTE)

CivilTech Engineering, Inc. 400 112th Ave NE, Ste 120 Bellevue, WA 98004 NE 40th St Shared Use Path				
(FY 2018 Basis)				
JOB CLASSIFICATIONS	DIRECT LABOR RATES	OVERHEAD *	FIXED FEE	ALL INCLUSIVE HOURLY BILLING RATE
	NTE	155.70% NTE	28.20% NTE	NTE
Principal / QA/QC Engineer	\$83.00	\$129.23	\$23.41	\$235.64
Project Manager	\$78.00	\$121.45	\$22.00	\$221.44
Senior Engineer	\$68.00	\$105.88	\$19.18	\$193.05
Project Engineer	\$53.00	\$82.52	\$14.95	\$150.47
Engineer	\$48.00	\$74.74	\$13.54	\$136.27
Designer	\$38.50	\$59.94	\$10.86	\$109.30
Junior Designer	\$28.00	\$43.60	\$7.90	\$79.49
CADD - Senior Designer	\$50.00	\$77.85	\$14.10	\$141.95
CADD - Technician	\$42.00	\$65.39	\$11.84	\$119.24

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

Cultural Resource Consultants, LLC

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	Principal Investigator	4		\$ 129.15		\$517
2	Projects Manager	2		\$ 94.55		\$189
3	Project Archaeologist I	8		\$ 100.70		\$806
4	Project Archaeologist III	32		\$ 63.11		\$2,019
5	Field Archaeologist III	10		\$ 42.55		\$425
6	Office Manager	3		\$ 92.78		\$278
		Total Hrs.	59			

Salary Cost	\$ 4,234
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Salary Escalation Cost (estimated)

Escalation - % of Labor Cost	0%	per year @	0	year(s)	\$0
Total Salary Cost					\$ 4,234

Direct Expenses	No.	Unit	Each	Cost
Mileage	35	miles @	\$0.575 /mile	\$ 20.13
Subtotal				\$ 20

Cultural Resource Consultants, LLC Total	\$ 4,254
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**Exhibit E
City of Redmond
NE 40th Street Shared Use Path**

Cultural Resource Consultants, LLC

		1	2	3	4	5	6		
		Principal Investigator	Projects Manager	Project Archaeologist I	Project Archaeologist III	Field Archaeologist III	Office Manager		
Work Element #	Work Element	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	CRC Total hrs	CRC Total \$
4.0	ENVIRONMENTAL DOCUMENTATION								
4.1	Environmental Technical Reports								
4.1.1	Geology and Soils Technical Report								
4.1.2	Hazardous Materials Technical Report								
4.1.3	Cultural Resources Report	4	2	8	32	10	3	59	\$4,234
4.1.4	Environmental Justice Letter to File								
4.1.5	Critical Areas Report/No Effect Letter and Essential Habitat Evaluation								
4.2	NEPA Environmental Documentation								
	Draft CED to City								
	Draft CED to H&LP								
	Final CED								
4.3	SEPA Environmental Documentation								
	Draft SEPA Checklist								
	Final SEPA Checklist								
4.4	Environmental Permitting								
4.4.1	Admin Mod								
4.4.2	NPDES Stormwater Construction General Permit								
4.4.3	Stormwater Pollution Prevention Plan (SWPPP)								
	Work Element 4.0 Total	4	2	8	32	10	3	59	\$4,234
16.0	Optional Services								
	Work Element 16.0 Total								
	EXPENSES								\$20
	SALARY ESCALATION								
	PROJECT WORK ELEMENTS TOTALS	4	2	8	32	10	3	59	\$4,254.48

2020 Actuals Not To Exceed Table (ANTE)
Northwest Heritage Consultants, LLC dba Cultural Resource Consultants
P. O. Box 4159
Seattle, WA 98194

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		106.03%	23.45%	
Principal Investigator	\$56.28	\$59.67	\$13.20	\$129.15
Projects Manager	\$41.20	\$43.68	\$9.66	\$94.55
Project Archaeologist I	\$43.88	\$46.53	\$10.29	\$100.70
Project Archaeologist II	\$35.45	\$37.59	\$8.31	\$81.35
Project Archaeologist III	\$27.50	\$29.16	\$6.45	\$63.11
Field Archaeologist I	\$23.50	\$24.92	\$5.51	\$53.93
Field Archaeologist II	\$19.57	\$20.75	\$4.59	\$44.91
Field Archaeologist III	\$18.54	\$19.66	\$4.35	\$42.55
Historic Architect	\$54.03	\$57.29	\$12.67	\$123.99
Office Manager	\$40.43	\$42.87	\$9.48	\$92.78

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

Envirolssues

Classification		Hrs.	x	Negotiated Rate	=	Cost
1	Associate II/IS & Graphic Designer Associate II	27		\$ 127.05		\$3,430
2	Project Coordinator/Graphic Designer	19		\$ 86.63		\$1,646
Total Hrs.		46				

Salary Cost **\$ 5,076**

Salary Escalation Cost (estimated)

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

Total Salary Cost **\$ 5,076**

Direct Expenses	No.	Unit	Each	Cost
Copies - black and white	0	@	\$0.10 /each	\$ -
Copies - color	0	@	\$1 /each	\$ -
Display ads	0	@	\$100 /each	\$ -
Postage	0	@	\$0.45 /each	\$ -
Mileage	50	miles @	\$0.575 /mile	\$ 28.75
Subtotal				\$ 29

Envirolssues Total **\$ 5,105**

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

EnviroIssues

Work Element #	Work Element	1	2	3	4	EI	EI
		Associate II/IS & Graphic Designer Associate II	Project Coordinator/Graphic Designer				
	negotiated rates:	\$127.05	\$86.63	\$109.73	\$77.96		
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$
	Work Element 6.0 Total						
7.0	PUBLIC INVOLVEMENT						
7.1	Project Open House						
7.2	Open House Display Graphics and Materials						
7.3	Outreach Materials and Notifications	24	13			37	\$4,175
7.4	Outreach Summary Report	3	6			9	\$901
	Work Element 7.0 Total	27	19			46	\$5,076
16.0	Optional Services						
	Work Element 16.0 Total						
	EXPENSES						\$29
	SALARY ESCALATION						
PROJECT WORK ELEMENTS TOTALS		27	19			46	\$5,105.23

ACTUALS NOT TO EXCEED TABLE (ANTE)

EnviroIssues, Inc.
101 Stewart St, Suite 1200
Seattle, WA 98101

Redmond 40th Shared Use Path

Job Classification	Direct Labor Rate NTE	165.30% Indirect Cost Rate NTE	23.45% Fixed Fee NTE	Inclusive Hourly Billing Rate NTE
Principal	\$ 70.00	\$ 115.71	\$ 16.42	\$ 202.13
Senior Associate/IS Senior Associate	\$ 69.00	\$ 114.06	\$ 16.18	\$ 199.24
Associate III/IS & Graphic Designer Associate III	\$ 53.00	\$ 87.61	\$ 12.43	\$ 153.04
Associate II/IS & Graphic Designer Associate II	\$ 44.00	\$ 72.73	\$ 10.32	\$ 127.05
Associate I/IS & Graphic Designer Associate I	\$ 36.00	\$ 59.51	\$ 8.44	\$ 103.95
Project Coordinator/Graphic Designer	\$ 30.00	\$ 49.59	\$ 7.04	\$ 86.63
Admin/Clerical/Intern	\$ 40.00	\$ 66.12	\$ 9.38	\$ 115.50

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

HWA Geosciences

	Classification	Hrs.	x	Negotiated Rate	=	Cost
1	Principal IX	11		\$ 275.54		\$3,031
2	Geotechnical Engineer VII	92		\$ 216.82		\$19,948
3	Geotechnical Engineer VI	34		\$ 198.75		\$6,758
4	Geotechnical Engineer III	50		\$ 129.49		\$6,475
5	Geologist III	16		\$ 102.39		\$1,638
6	Geologist V	13		\$ 120.46		\$1,566
7	Geologist II	50		\$ 81.31		\$4,065
8	CAD	7		\$ 114.43		\$801
9	Contracts Administrator	16		\$ 111.42		\$1,783
Total Hrs.		289				

Salary Cost **\$ 46,064**

Salary Escalation Cost (estimated)

Escalation - % of Labor Cost 3% per year @ 1 year(s) \$1,382

Total Salary Cost **\$ 47,446**

Overhead Cost @ 175.44% of Direct Labor

Net Fee @ 25.70% of Direct Labor

Total Overhead & Net Fee Cost

Direct Expenses	No.	Unit	Each	Cost
Laboratory Testing	1	LS	\$1,632.00	\$ 1,632.00
Drilling	0	LS	\$7,090	\$ -
Traffic Control Rental (lane closure)	0	LS	\$3,000	\$ -
Locates	1	LS	\$600	\$ 600.00
Database	1	LS	\$750	\$ 750.00
Pit Excavator	0	LS	\$18,646	\$ -
Mileage	300	miles @	\$0.575 /mile	\$ 172.50
Subtotal				\$ 3,155

HWA Geosciences Total **\$ 50,601**

Exhibit E
City of Redmond
NE 40th Street Shared Use Path

HWA Geosciences

Work Element #	Work Element	1	2	3	4	5	6	7	8	9	HWA Total hrs	HWA Total \$ w/ separate esc.	HWA Total \$
		Principal IX Total hrs	Geotechnical Engineer VII Total hrs	Geotechnical Engineer VI Total hrs	Geotechnical Engineer III Total hrs	Geologist III Total hrs	Geologist V Total hrs	Geologist II Total hrs	CAD Total hrs	Contracts Administrator Total hrs			
4.0	ENVIRONMENTAL DOCUMENTATION												
4.1	Environmental Technical Reports												
4.1.1	Geology and Soils Technical Report	4	44		50	16			2	6	122	\$19,652	\$20,236
4.1.2	Hazardous Materials Technical Report	3					13	50		4	70	\$6,904	\$7,238
4.1.3	Cultural Resources Report												
4.1.4	Environmental Justice Letter to File												
4.1.5	Critical Areas Report/No Effect Letter and Essential Habitat Evaluation												
4.2	NEPA Environmental Documentation												
	Draft CED to City												
	Draft CED to H&LP												
	Final CED												
4.3	SEPA Environmental Documentation												
	Draft SEPA Checklist												
	Final SEPA Checklist												
4.4	Environmental Permitting												
4.4.1	Admin Mod												
4.4.2	NPDES Stormwater Construction General Permit												
4.4.3	Stormwater Pollution Prevention Plan (SWPPP)												
	Work Element 4.0 Total	7	44		50	16	13	50	2	10	192	\$26,556	\$27,474
10.0	GEOTECHNICAL												
10.1	Geotechnical Investigation (Final)	4	48	34					5	6	97	\$19,508	\$19,972
	Work Element 10.0 Total	4	48	34					5	6	97	\$19,508	\$19,972
16.0	Optional Services												
	Work Element 16.0 Total												
	EXPENSES											\$3,155	\$3,155
	SALARY ESCALATION											\$1,382	
	PROJECT WORK ELEMENTS TOTALS	11	92	34	50	16	13	50	7	16	289	\$50,600.80	\$50,600.80

HWA GEOSCIENCES INC.

2020 ANTE HOURLY RATES BY CATEGORY

TITLE	NTE HOURLY RATE	Overhead 1.7544	Fixed Fee 25.70%	Billing Rate
Administrative Support	\$25.00	\$43.86	\$6.43	\$75.30
CAD	\$38.00	\$66.67	\$9.77	\$114.44
Contracts Administrator	\$37.00	\$64.91	\$9.51	\$111.43
Geologist I	\$24.50	\$42.98	\$6.30	\$73.79
Geologist II	\$30.00	\$52.63	\$7.71	\$90.35
Geologist III	\$34.00	\$59.65	\$8.74	\$102.40
Geologist IV	\$38.00	\$66.67	\$9.77	\$114.44
Geologist V	\$40.00	\$70.18	\$10.28	\$120.47
Geologist VI	\$42.00	\$73.68	\$10.79	\$126.49
Geologist VIII	\$70.00	\$122.81	\$17.99	\$210.81
Geotechnical Engineer I	\$35.50	\$62.28	\$9.12	\$106.91
Geotechnical Engineer II	\$38.00	\$66.67	\$9.77	\$114.44
Geotechnical Engineer III	\$44.00	\$77.19	\$11.31	\$132.51
Geotechnical Engineer IV	\$47.00	\$82.46	\$12.08	\$141.55
Geotechnical Engineer V	\$55.00	\$96.49	\$14.14	\$165.64
Geotechnical Engineer VI	\$66.00	\$115.79	\$16.96	\$198.76
Geotechnical Engineer VII	\$72.00	\$126.32	\$18.50	\$216.83
Hydrogeologist VI	\$40.00	\$70.18	\$10.28	\$120.47
Lab/Field Technician I	\$20.00	\$35.09	\$5.14	\$60.24
Lab/Field Technician II	\$23.00	\$40.35	\$5.91	\$69.27
Lab/Field Technician III	\$32.69	\$57.35	\$8.40	\$98.45
Lab/Field Technician IV	\$42.00	\$73.68	\$10.79	\$126.49
Principal IX	\$91.50	* \$160.53	\$23.52	\$275.55

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Redmond
- 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

Agreement Number:

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

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- 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

Agreement Number:

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; and
 - 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

Agreement Number:

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 required 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

Agreement Number:

Exhibit G-4 Certificate 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 2.101 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.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's 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.

Agreement Number:

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.

Agreement Number:

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) are a total of \$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 met 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.

Agreement Number:

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 associated 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.

Agreement Number: