

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

Agreement Number: _____

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absence of a mandatory 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 (including Prime) 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: Eric Dawson		Name:	
Agency: City of Redmond		Agency:	
Address: PO Box 97010		Address:	
City: Redmond	State: WA	City:	State:
Zip: 98073-9710		City:	Zip:
Email: ecdawson@redmond.gov		Email:	
Phone: 425-556-2867		Phone:	
Facsimile:		Facsimile:	

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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: Eric Dawson

Agency: City of Redmond

Address: PO Box 97010

City: Redmond State: WA Zip: 98073-9710

Email: ecdawson@redmond.gov

Phone: 425-556-2867

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 part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A Scope of Work

Project No.

City of Redmond
Redmond Way (SR 202) and East Lake Sammamish Parkway
(ESLP)/180th Avenue NE Intersection Improvements

During the term of this Contract, Pertec Inc. (CONSULTANT) will perform professional services for the City of Redmond (CITY), as detailed below:

INTRODUCTION

The project will evaluate opportunities to construct improvements at the intersection of Redmond Way (SR 202) and East Lake Sammamish Parkway (ESLP)/180th Avenue NE. The purpose is to create a more comfortable place for all modes using the intersection area through better non-motorized facilities, upgraded pavement conditions, and improved traffic operations. Sound Transit is constructing the SE Redmond Light Rail Transit (LRT) Station nearby and the City is modifying zoning in the area to support higher densities and a more walkable community.

GENERAL SCOPE OF SERVICES

This agreement includes preliminary design (30%), final design (60%, 90%, 100%), right-of-way acquisition, public involvement, environmental documentation, and WSDOT coordination services for the Redmond Way (SR 202) and East Lake Sammamish Parkway (ESLP)/180th Avenue NE Intersection Improvements (the “Redmond Way/ELSP/180th Intersection”). At the option of the CITY, the CONSULTANT may be asked to provide construction management services or design services during construction.

Currently only local agency and Sound Transit funds will be used in the planning, design, and/or construction of the project. Washington State Transportation Improvement Board funds may be added at a later date.

The work includes the following tasks:

- Task 1 – Project Management
- Task 2 – Agency Coordination and Planning
- Task 3 – Public Involvement Program
- Task 4 – Pavement Alternative Analysis
- Task 5 – Surveying and Basemapping
- Task 6 – Traffic Analysis
- Task 7 – Environmental Documentation
- Task 8 – Right-of-Way Support
- Task 9 – Preliminary Engineering (30%)
- Task 10 – Franchise Utilities Review and Coordination
- Task 11 – WSDOT Coordination
- Task 12 – Stormwater Report

Task 13 – Geotechnical Services
Task 14 – QA/QC Program
Task 15 – 60% Design
Task 16 – 90% Design
Task 17 – 100% Design
Task 18 – Bid Support
Task 19 – Management Reserve

The CONSULTANT reserves the right to add or remove tasks at the request of the CITY and shift funds within the Contract between Tasks and between members of the CONSULTANT team during the project.

OPTIONAL SERVICES

Optional services that may be performed include:

- Additional truck/bus and/or peak hour vehicle counts
- Expanded traffic analysis modeling
- Construction management
- Design services during construction

Provision of optional services will require a supplement to this agreement.

TIME FOR COMPLETION

The CONSULTANT will complete all work under this contract by February 28, 2022.

SCOPE OF SERVICES

Task 1 - Project Management

- 1.1 Provide continuous project management administration (billing invoices, monthly progress reports, consultant coordination) throughout the project's duration (assume 18 months).
- 1.2 Monitor project budget and schedule. Schedule will be developed using MS Project. Schedule will be updated on a monthly basis.
- 1.3 Prepare a work plan at the start of project for the project including communication plan, deliverables, quality control plan and procedures for change management.
- 1.4 Attend coordination/discussion meetings as-needed (schedule to be established by the CITY) with key City staff to review project status and coordinate activities for current work tasks. Attendance will consist of up to two CONSULTANT task leads, CONSULTANT project manager, CITY project manager, and other CITY staff as determined by the CITY's project manager. Meetings will be generally held via the Microsoft Teams platform. Up to 10 in-person meetings will be held at the CITY offices. The

CONSULTANT will prepare and distribute meeting agendas and minutes. (Assume up to 20 total meetings.)

Deliverables:

- Invoice and progress reports submitted monthly either electronically or in hard copy via US Mail. – Eighteen (18) prepared invoices will be submitted
- MS Project Gantt Schedule submitted monthly either electronically or in hard copy with project invoices via US Mail. – Eighteen (18) schedule updates will be submitted
- Project work plan, and change management procedures submitted electronically in PDF format. – One (1) project work plan will be submitted
- Meeting Agendas documenting topics for discussion at coordination/discussion meetings, submitted via e-mail in MS Word format within 1 working day of the meeting
- Meeting Minutes documenting the coordination/discussion meetings, submitted via e-mail in MS Word format within 3 working days of the meeting

Task 2 - Agency Coordination and Planning

The CONSULTANT, when requested by the City, will coordinate the project development with other affected agencies. Known key entities include the City of Redmond, Sound Transit, and WSDOT Northwest Region.

- 2.1** CONSULTANT will organize and attend up to six (6) coordination meetings with the agency stakeholders via Microsoft Teams. These meetings will to the maximum extent possible be joint meetings to share project status, issues, and areas of concern. Keeping these entities informed typically benefits the project with shorter approval cycles from the agencies and keeps them informed of project status.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail in MS Word format at least one (1) day before each meeting. – Up to six (6) coordination meeting agendas will be prepared.
- Meeting Minutes from coordination meetings, submitted via e-mail in MS Word format within 3 working days of the meeting. – Up to six (6) coordination meeting minutes will be prepared.

Task 3 - Public Involvement Program

The CONSULTANT will develop a program to inform and solicit input from the community about the proposed improvements to the Redmond Way/ELSP/180th Intersection by providing public information. Tasks to achieve this goal include:

3.1 Open House

The CONSULTANT will prepare prescribed materials, as detailed in this Scope of Services, for one (1) Open House during this phase of the project.

The Open House will occur at a time to be designated by the CITY. It will inform the public of the project's general goals, anticipated schedule, and to provide the opportunity to provide direct feedback to the CONSULTANT team and CITY staff.

The CONSULTANT will provide two staff members for the Open House and prepare comment forms and sign-in sheets. CITY staff will produce and distribute the open house announcement mailers and arrange for the meeting space. CITY staff and CONSULTANT team members will attend the Open House to help answer questions and observe first-hand the responses from the public.

Deliverables:

- Draft comment form, One (1) draft version submitted via e-mail in MS Word format, for CITY review and comment
- Final comment form, submitted via e-mail in MS Word format, for use at the Open House
- Summary of Open House comments, submitted via e-mail in MS Excel format
- One set of 11" x 17" draft Open House display boards. Up to ten (10) draft display boards will be prepared for the Open House and submitted to the CITY for review and comment
- Final Open House display boards, full size at 22" by 34", foam-core mounted (up to six (6) for the Open House) and electronic copies in PDF format of display boards suitable for web posting
- Consultant will provide up to three (3) staff members, including the Project Manager, to attend the Open House, for a total of four (4) hours per staff member

3.2 Property Owner Meetings

The CONSULTANT will meet with individual property owners as requested by the CITY. These meetings will be scheduled by the CITY and held to update the property owners of the CITY's project. Property owners will include the Whole Foods Market, Les Schwab Tire, Brookfield Veterinary Hospital, Southern Spice, Sammamish Point Convenience Store (Shell Gas Station), and other property owners in the corridor as designated by the CITY. It is assumed that up to ten (10) one-hour Microsoft Team meetings, and up to ten (10) one-hour in-person will be held involving up to two (2) team members from the CONSULTANT team at each of the meetings.

Deliverables:

- Provide up to two staff members for each Property Owner Meeting. Up to ten (10) – Property Owner meetings to be held with attendance by up to two (2) CONSULTANT team members at each meeting
- Meeting Minutes from property owner meetings, submitted via e-mail in MS Word format. Meeting minutes will be provided documenting each of the ten (10) Property Owner meetings

3.3 Project Website

The CONSULTANT will support a project website maintained by the CITY to provide current project information and opportunity for project feedback. This allows active community participation throughout the project. The CITY will host the project website and post materials to the website. The CONSULTANT will provide up to three (3) project updates for posting by the CITY in conjunction with project meetings and presentations.

Deliverables:

- Three (3) project updates consisting of meeting materials, presentations, comment summaries, and other materials prepared under other tasks in PDF format for posting by the CITY on the project website

Task 4 - Pavement Alternative Analysis

The CONSULTANT will confirm the extent and type of pavement rehabilitation to achieve another 20-years of life from the existing pavement structure. The CONSULTANT will:

- Conduct a site visit to walk each segment of the roadway corridor and identify rough areas of failing pavements and to plan coring needs and locations. CITY staff will be invited to join the CONSULTANT team during the site visit.
- The types of pavement failures will be identified on GIS maps prepared by the CONSULTANT using approximate stationing for the corridor established by the CONSULTANT so that the mapping will correspond closely to the design plans.
- The CONSULTANT will assess the pavement condition and prepare a preliminary estimate of the amount of pavement base to be replaced based upon visual observation. The visual observation will identify specific areas where pavement base area is suspected to require replacement.

Assumptions:

- Pavement repair areas delineated during field visits will be approximate. Areas delineated will be used by the CONSULTANT to prepare planning-level cost estimates.
- Memo will be a one (1) page write-up and field maps.
- Field maps will not be to scale but will be legible/reproducible as 11"x17" maps.

Deliverables:

- One (1) Pavement Assessment Memorandum submitted electronically in PDF format

Task 5 - Surveying and Basemapping

1 Alliance Geomatics (1 ALLIANCE), as a SUBCONSULTANT to the CONSULTANT (Pertee), will provide control surveys, ground based topographic, and planimetric mapping completion surveys. The survey and basemap work will be for the area illustrated in Figure 1. Surveying will be sufficient to complete the preliminary and final design.

1 ALLIANCE will request one-call utility locate service (811) and survey their utility markings for incorporation into the basemap. Sub-surface utility, including wet utility (storm and or sanitary) measure-downs, information will not be collected. 811 Requested utility locate services for sub-surface utility paint marking will be completed prior to field survey of the Base Area. Utilities will be located in horizontal plane only; the utility location service will not investigate the depth of existing utilities. Depths of existing utilities can be conducted at a later date with a supplement to this contract.

Prior to field surveys being conducted, the CONSULTANT will acquire right of entries from property owners along the corridor (see Task 8). Field surveys will be prepared to provide 1"=20', 1-foot contour interval design mapping for the area illustrated in Figure 1.

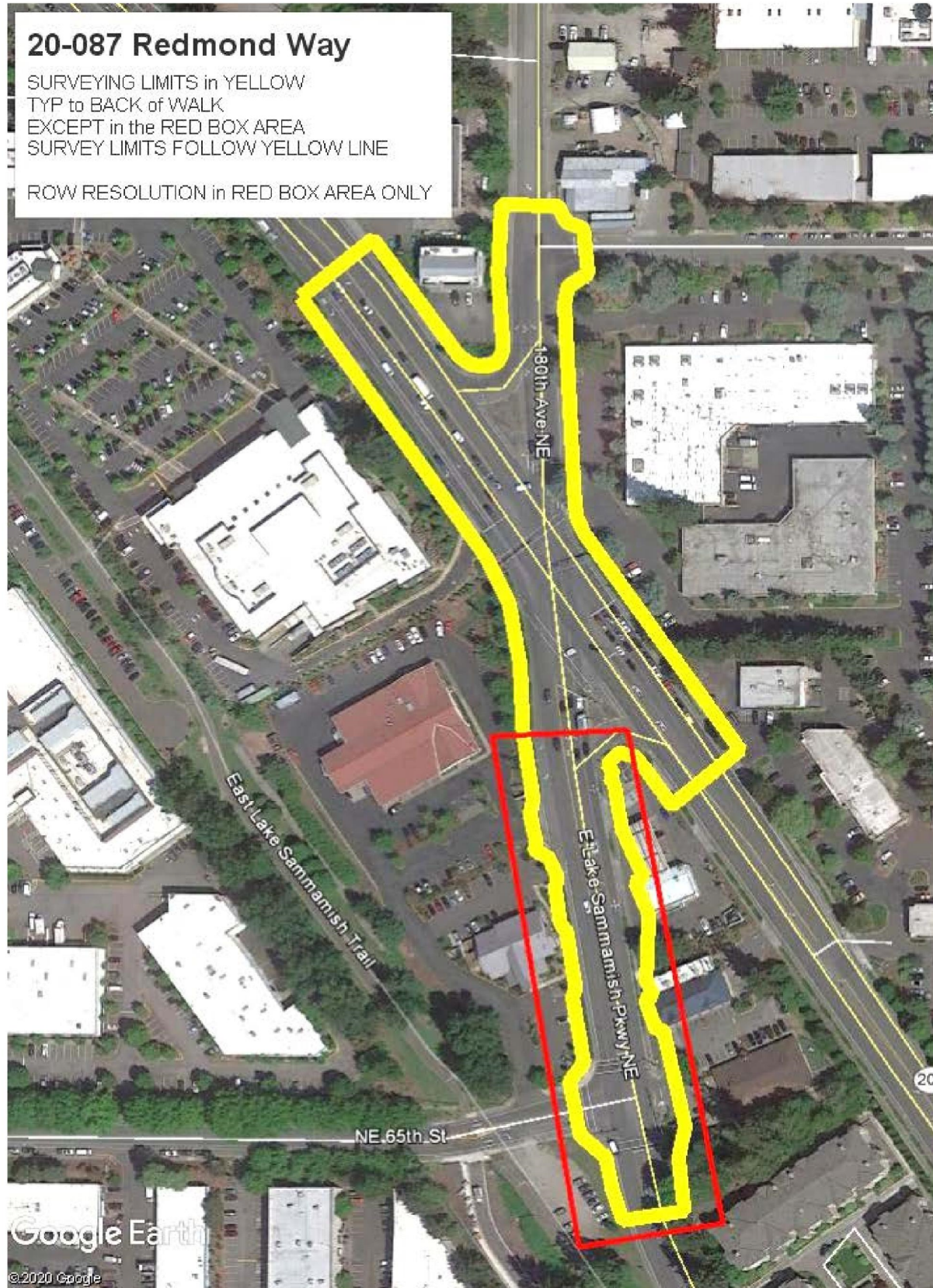


Figure 1 - Survey Area

5.1 Survey PM, Admin, QA/QC

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude.

5.2 Survey Control

This task includes the establishment of survey control as required for the project. Survey control will be set, found, or referenced utilizing Real-Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards. This survey control is then propagated, as required, utilizing standard terrestrial total station measurements.

1 ALLIANCE will perform control surveys for the project, including datum control surveys, ground control for topographic completion surveys, and control surveys for road right-of-way. Parcel boundary calculations will not be conducted without a supplement to this Scope of Services (Assessor map data will be used to identify parcel boundaries). Any property corners discovered during the field survey will be surveyed and included in the project basemaps.

Datum control surveys will be to provide the project in Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/91) horizontal datum; and North American Vertical Datum (NAVD 88). 1 ALLIANCE will identify or establish approximately ten (10) horizontal control points and ten (10) vertical benchmarks for the project.

5.3 Field Surveying and Mapping

This task includes the field surveying and mapping required for this specific effort. 1 ALLIANCE will be using a 3D Laser Scanner supplemented with traditional Total Station and GPS technologies to collect the data for use in the creation of a basemap.

1 ALLIANCE will provide ground-based topographic surveys to generate basemaps at a 1"=20' scale and to prepare DTM generated 1-foot contours. Field survey will pick up curbs, edges of pavements, drainage structures (centers of lids), fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing sub-surface utilities, traffic and business signs, striping, trees (type and size for trees over 6-inches DBH), and limits of landscape areas.

1 ALLIANCE will contact one-call utility locate service (811) and survey their utility markings for incorporation into the basemap. Sub-surface utility information, including wet utility (storm and or sanitary) measure-downs, will not be collected.

CONSULTANT will obtain Right of Entry for survey on private property (see Task 8). 1 ALLIANCE will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.

1 ALLIANCE will deliver all topographic survey mapping in digital AutoCAD (2020 version) format, with standard APWA layering, symbology and attribute conventions. All mapping will be two-dimensional with individual line segments connecting points. Final digital files are to be contiguous at a 1-to-1 scale in model space. Point data blocks will include number identifier; elevation and description fields will also be included. Mapping is to be planimetric with digital terrain modeling.

5.4 Office Processing

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables, as required.

1 ALLIANCE will compile the topographic survey into a project base map based on APWA standard layers, line types and symbols, developed from APWA standards, using AutoCAD 2020. 1 ALLIANCE will compile and map existing features and underground utilities. 1 ALLIANCE will integrate the CITY-supplied digital orthophotography as a background. The orthophoto background will extend 400 feet on either side of the intersection.

5.5 Right-of-Way and Boundary Resolution(s)

1 ALLIANCE will determine the existing right-of-way limits within the red outline illustrated in Figure 1 to incorporate into the existing basemapping, using title reports acquired by the CITY and other information available through King County records, such as records of Surveys, Plats, and etc. The CONSULTANT will use this information to prepare existing right-of-way plans for the project. Parcels will not be resolved and will be shown using publicly available GIS information.

Assumptions:

- Health, Safety, and Security are priority. 1 Alliance personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- 1 ALLIANCE is not responsible for any delays or errors by others.
- CONSULTANT will obtain Right of Entry for survey on private property (see Task 8).
- 1 ALLIANCE will use appropriate signage, high-visibility clothing and traffic control devices while performing field survey.
- Traffic control is not anticipated.
- Permits will not be required for 1 ALLIANCE's efforts.
- Title Reports with underlying documents for the affected Parcels to be provided by CITY.
- A Record of Survey/setting of property corners is not a part of these services.
- Tree driplines are not a part of these services.
- Utility measure-downs are NOT part of this scope.
- Confined space entry will not be required.
- A ticket will be opened with 811 Washington Underground Location Center for a "Design Location Request" to mark the underground utilities along the project corridor. This is a free service although making a request does not guarantee underground facilities will be marked with paint.
- Should Washington Underground Location Center deny the request to mark underground utilities, the option would be to employ a private utility company in the area. A fee estimate for this service can be obtained as an additional service.

Deliverables:

- One (1) continuous basemap file using AutoCAD 2020 with field survey data, existing right-of-way limits for the project area illustrated in Figure 1, orthophotography background, DTM surface, and support files suitable for external referencing into design files.

Task 6 - Traffic Analysis

The CITY has already studied the vehicular operations at the intersection. The CONSULTANT will supplement the previously-completed analysis with a review of pedestrian operations under the concept plan and, if necessary, alternative configurations. The CONSULTANT will use the models developed in prior modeling efforts by the CITY at this intersection.

The CONSULTANT will base the Preliminary Engineering (30%) design for the project on the preferred concept resulting from the Traffic Analysis.

- 6.1 Existing Traffic Data. The CITY shall provide existing traffic counts, Synchro models, and recent traffic reports for the intersections illustrated on Figure 2 – Traffic Study Intersections. This information will include both AM and PM peak hour data if available. The CITY shall provide design year (2035) AM and PM peak hour data for the same locations.
- 6.2 Safety Evaluation. The CONSULTANT will collect available five-year collision data from the CITY and WSDOT. Using this information, the CONSULTANT will conduct a safety evaluation using the methodology outlined in the *Highway Safety Manual* (HSM) to assess if there are potential intersection improvements that could be made as part of the project to improve safety. The CONSULTANT will classify collisions using the KABCO scale, use the HSM predictive method to identify potential for improvement, and recommend countermeasures to reduce collision likelihood.
- 6.3 Operations Analysis. To determine the appropriate configuration for the Redmond Way/ELSP/180th Intersection, the CONSULTANT will evaluate the impacts of up to three (3) crosswalk configuration and channelization options for the Redmond Way/ELSP/180th Intersection. All analysis will be done in Synchro, which is the modeling tool that has been used on prior CITY analysis efforts. Analysis by the CONSULTANT will be in the AM and PM peak hours for existing conditions and future (2035) conditions. Additional analysis using other analysis programs or extra alternatives will require a supplement to this Scope of Services.
- 6.4 Traffic Analysis Memorandum. The CONSULTANT will summarize the results of the analysis in a Traffic Analysis Technical Memorandum. The CONSULTANT assumes the memorandum will be limited to 8 pages (excluding appendices). This memorandum will include the following:
 - Comparison of the performance metrics of the existing conditions to the proposed alternatives
 - Proposed channelization for the corridor based on existing and future (2035) traffic condition analysis
 - Recommended turn pocket lengths based on existing and future (2035) traffic condition analysis

Deliverables:

- Draft Traffic Analysis Technical Memorandum (in electronic PDF format)
- Final Traffic Analysis Technical Memorandum (in electronic PDF format)

Task 7 – Environmental Documentation

This project assumes no federal funding or related NEPA documentation. The following environmental documents and processes are assumed:

- 7.1 The CONSULTANT will complete a SEPA checklist for this project, including developing a Statement of the Project Purpose and Need for the CONSULTANT to incorporate into the SEPA Checklist. The CONSULTANT will complete this Checklist after the 30% plans submittal and assumes that the SEPA determination will be a finding of non-significance, therefore an EIS will not be required, and that the SEPA determination will not be appealed.

Deliverables:

- Draft SEPA Checklist in PDF format.
- Final SEPA Checklist in PDF format.

Task 8 – Right-of-Way Support

Contract Land Staff (CLS), as a SUBCONSULTANT to the CONSULTANT (Perteet), will support the survey and construction activities through two right-of-way related tasks: obtaining rights of entry and negotiating licenses to construct or temporary construction easement (TCE) agreements. CLS assumes that property acquisition will not be required for this project; adding that assistance with that service would require a supplement to this Scope of Services.

All communications and file-sharing with property owners will be documented in a right-of-way activities log.

Figure 2 shows the assumed parcels for each Task 8 subtask.

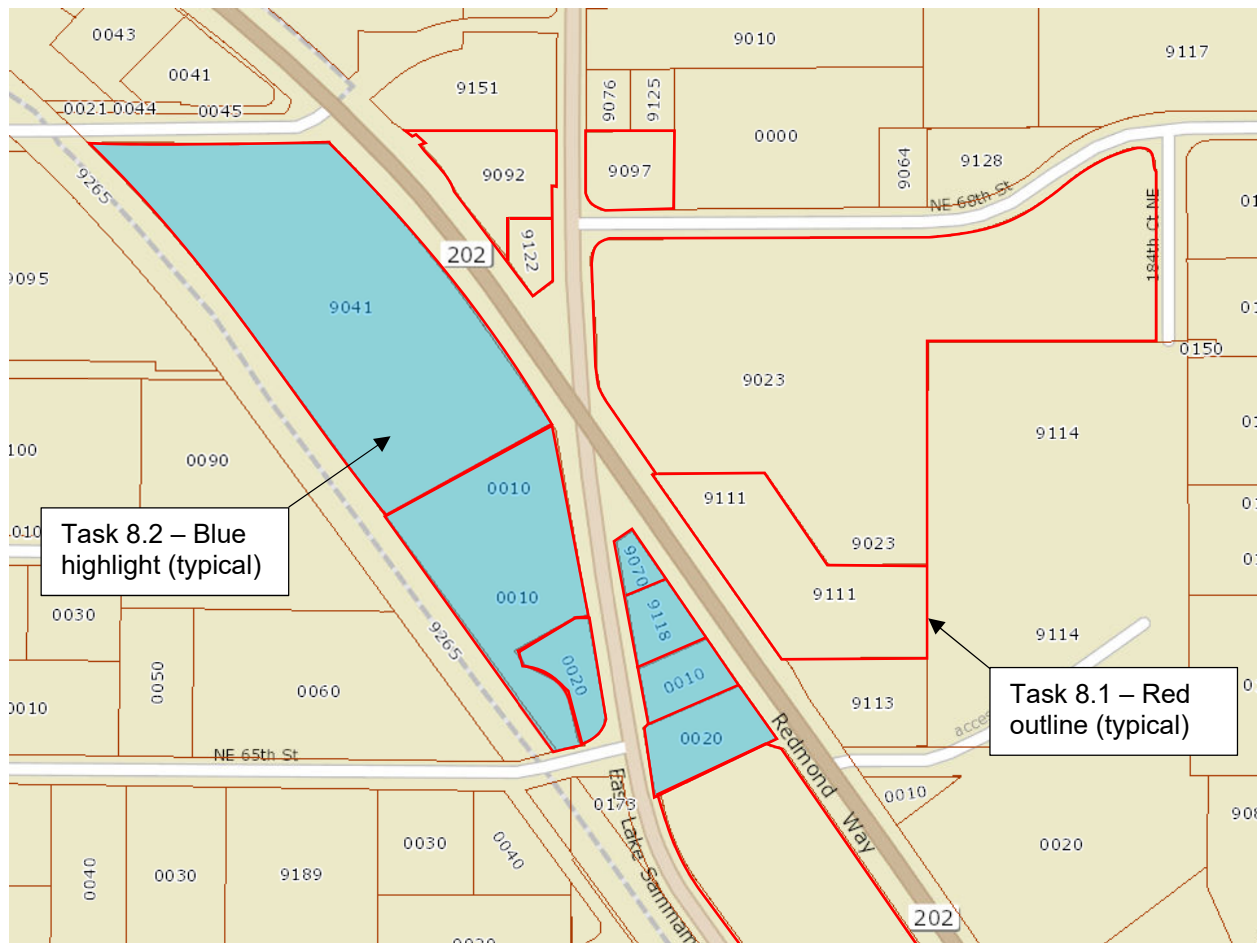


Figure 2– Adjacent Parcels

8.1 Rights of Entry

CLS will negotiate rights of entry with adjacent property owners so that survey can be completed. These rights of entry will be secured before survey activities begin. Negotiations may include up to one meeting with each parcel owner, for a total of up to 13 meetings.

Deliverables:

- Right-of-way activities log in Microsoft Excel format.
- Signed rights of entry for all necessary parcels in PDF format.

8.2 Licenses to Construct/Temporary Construction Easements

Task 8.2 is an optional service. The CITY must authorize this scope language in writing and authorize a supplement to provide the required fee associated with this work before CLS or CONSULTANT proceeds with this task.

CLS will negotiate to obtain licenses and/or temporary construction easements as may be required outside of existing right of way, to complete construction activities on property that will be impacted by the construction activities of the project. The CONSULTANT will produce exhibit maps delineating the extent of the license/TCE required to construction for each parcel.

Should compensation be required for Temporary easement rights or licenses, CLS will complete administrative offer summary (AOS) calculations for City to review and establish just compensation. Up to 7 AOS for up to 7 parcels.

Negotiations may include up to two meetings with each parcel owner, for a total of up to 14 meetings.

Deliverables:

- Right-of-way activities log in Microsoft Excel format.
- Administrative Offer Summary calculations for up to 7 parcels.
- License to construct or TCE exhibit maps in PDF format.
- Signed licenses to construct or temporary construction agreements for up to 7 parcels in PDF format.

Assumptions:

- Title reports are not requested at this time. Ownership information will be obtained by consultant using last conveyance deeds found in public records.
- No federal funding is currently proposed for this project.
- 13 parcels require ROE in Task 8.1.
- Up to 7 parcels may require TCE in Task 8.2.
- CLS team update meetings will be required bi-weekly at 2 hours per meeting, assuming 12 meetings.
- CITY to provide templates for ROE, TCE and/or licenses.
- Should the project require the acquisition of permanent property interests, additional scope will be required for appraisal, appraisal review and other required negotiation tasks.

Task 9 - Preliminary Engineering (30%)

The CONSULTANT will prepare and submit to the CITY Preliminary (30%) Design plans for a preferred design alternative for the project, based on the conceptual channelization plans documented in the Traffic Analysis Memorandum and approved by the CITY. It is assumed that the preliminary plans will fit on three (3) “base sheets”, utilizing 11” by 17” sheets at 1” = 40’ scale. Other scales may be used as appropriate.

9.1 Plans

The CONSULTANT will prepare anticipated plans for the final construction documents to a 30% level of detail. The CONSULTANT anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 30%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Typical roadway sections	1
Paving and grading plan	3
Drainage plan	3
Channelization and signing plan	3

Anticipated Sheet(s)	Anticipated Sheet Count
Traffic signal plan	1
Construction sequencing plan	3
Total	17

The CONSULTANT will show all existing utility features in halftone (screened) on all applicable plan sheets listed above. These plans will inform right-of-way/license to construct needs for the final design stage of the project.

In developing the traffic signal plan, the CONSULTANT will model illumination levels at the intersection to determine if illumination modifications are required.

The construction sequencing plan will inform the CONSULTANT's development of the traffic control opinion of cost.

9.2 Opinion of Cost

The CONSULTANT will prepare and submit to the CITY a Preliminary (30%) Opinion of Cost based on the Preliminary (30%) Plans, including allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate a 30% contingency to account for the level of completeness of plan preparation and to reflect past experience on similar projects within the region.

Deliverables (for all Task 9 subtasks):

- Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format.

Task 10 – Franchise Utility Review and Coordination

10.1 Data Collection

The CONSULTANT will request plans for above- and below-ground facilities from public and private utilities serving the project area. Franchise utilities to be contacted are: Verizon, CenturyLink, Zayo, Ziply, Comcast, and Puget Sound Energy (both natural gas and electricity), and others known to CITY staff in the project area or discovered during surveying. The CONSULTANT will contact "One Call" to field locate existing underground utilities prior to pavement corings and will survey above ground and painted utility locations for inclusion onto the base maps (see Tasks 5 and 13). The CONSULTANT will document all correspondence with utilities in a coordination log.

Deliverables:

- Utility Coordination Log (Excel-based spreadsheet) submitted electronically in Excel format

10.2 Preliminary Utility Conflict Analysis

Based on the Preliminary Engineering (30%) design, the CONSULTANT will prepare and submit to the CITY a one (1) to two (2) page Utility Conflict Analysis Memorandum to document potential utility conflicts and the potential locations for franchise utilities to relocate. The CONSULTANT will develop a plan identifying locations

for potholing by the utilities of potential conflict locations, which will be shared with the respective franchise utilities as part of Task 10.3.

Deliverables:

- One (1) draft Utility Conflict Analysis Memorandum for CITY review and comment submitted electronically in PDF format
- One (1) final Utility Conflict Analysis Memorandum submitted electronically in PDF format

10.3 Franchise Utility Coordination Meetings

The CONSULTANT will attend CITY-facilitated project utility coordination meetings at the CITY or via Microsoft Teams (up to four (4) are assumed for this phase of the project). Topics to be covered include anticipated project impacts and schedule, future utility infrastructure, potential conflicts and their resolution, timeframes required for any anticipated utility relocations.

Deliverables:

- Meeting Agenda for coordination meetings, submitted electronically in MS Word format at least two (2) days before each meeting. Up to four (4) coordination meetings will be attended by two (2) CONSULTANT staff members per coordination meeting.
- Meeting Minutes from coordination meetings, submitted electronically in PDF format within three (3) working days of the meeting. Up to four (4) utility coordination meeting minutes will be prepared.

Task 11 – WSDOT Coordination

11.1 WSDOT Channelization Plans for Approval

The CONSULTANT will prepare and submit to WSDOT, WSDOT Channelization Plans for Approval for proposed improvements at the Redmond Way/ELSP/180th Intersection. Up to three (3) submittals of channelization plans are included.

11.2 WSDOT Documentation

The CONSULTANT will prepare and submit to WSDOT the required documentation to satisfy WSDOT requirements including: design approval memorandum, basis of design, design decision and/or design analysis forms, and a closed crossing memorandum. This scope includes up to four (4) WSDOT Design Decision or Design Analysis forms associated with WSDOT Channelization Plans for Approval. Up to three (3) submittals of each element of the WSDOT documentation package is included. WSDOT documentation will follow the WSDOT Design Manual format.

Assumptions:

CONSULTANT assumes that the WSDOT Channelization Plans for Approval will consist of up to three (3) channelization sheets for improvements at the Redmond Way/ELSP/180th Intersection. The three (3) sheets will be at 1"=40' scale when plotted on 11" x 17" sheets. Additionally, the CONSULTANT assumes the Channelization

Plans for Approval package will include one (1) cover sheet, one (1) typical sections sheet, and one (1) median island detail sheet, for a total of an assumed six (6) sheets for the complete Channelization Plans for Approval set.

If additional channelization plan submittals or documentation elements or submittals beyond the number included above are required, they will be performed under a supplement to this agreement.

The CONSULTANT shall respond to WSDOT comments after each submittal and resolve comments, if necessary, with WSDOT staff. The CONSULTANT shall track all resolution and incorporation of each comment in a comment log. Up to two (2) members of the CONSULTANT team shall attend up to three (3) comment resolution meetings with WSDOT as part of this task.

Deliverables:

- Up to three (3) WSDOT Channelization Plans for Approval packages at 1" = 40' half-size scale submitted electronically to CITY and WSDOT. (Final approved submittal may be at 1" = 20' on full-size sheets.)
- Up to three (3) WSDOT documentation packages in MS Word/Excel (for the basis of design only) and PDF format, submitted electronically to CITY and WSDOT.
- Agendas and minutes for WSDOT coordination meetings (up to three).
- Completed comment log for each set of WSDOT comments (up to three).

Task 12 – Stormwater Report

The CONSULTANT will evaluate stormwater for the project area in conformance with the requirements of the City of Redmond Stormwater Technical Notebook (March 2017). The scope of this task is based on a preliminary assessment that the project will be subject to only Mitigation Requirements 1 through 5, including accounting for the 100% infiltration zone at the southwest quadrant of the intersection.

12.1 Draft Stormwater TIR

The CONSULTANT will prepare and submit to the CITY a draft Stormwater Technical Information Report (TIR) for the project based on the City of Redmond Stormwater Technical Notebook (March 2017). The draft Stormwater TIR will be circulated to CITY staff for review and comment. CITY staff will consolidate all comments into one package for response by the CONSULTANT. The CONSULTANT will prepare a proposed response to each comment received, and then conduct one meeting with CITY staff to reconcile any outstanding comments. After reconciling comments at this meeting, the CONSULTANT will prepare and submit documentation in Excel format of how comments received will be addressed when a final Stormwater TIR is prepared under Task 12.2.

Deliverables:

- Draft Stormwater TIR for CITY review and comment submitted electronically in PDF format.
- Set of responses to review comments received on the draft Stormwater TIR submitted electronically in PDF format.

12.2 Final Stormwater TIR

The CONSULTANT shall revise the draft Stormwater TIR based on comments from the CITY and design revisions since the draft report was submitted. This Scope of Services covers one submittal of the final Stormwater TIR, which the CONSULTANT assumes will not receive further comment from the CITY.

Deliverables:

- Final Stormwater TIR submitted electronically in PDF format.

Task 13 – Geotechnical Services

Geotechnical services will be conducted by HWA GeoSciences (HWA) as a SUBCONSULTANT to the CONSULTANT (Perteet) and include the following tasks:

13.1 Geotechnical Project Setup

- **Geotechnical Invoicing Setup:** Upon notice to proceed, HWA will complete project setup procedures. This will include configuring the project in HWA's accounting software.
- **Collect and Review Available Geotechnical Data:** HWA will review readily available and relevant information along the project corridor. This review will include online geotechnical databases, geologic maps and HWA library.

13.2 Explorations (Geotechnical Borings and Pavement Cores)

- **Plan Field Exploration Program:** HWA will plan and coordinate a geotechnical exploration program for the project. The program will consist of conducting up to four (4) geotechnical borings at the intersection in support of signal and luminaire pole design. Planning will include identification of the location of the geotechnical borings, development of traffic control plans (if required) and coordination of required equipment, flaggers, and utility clearance.
- **Conduct Utility Locates for Geotechnical Explorations:** Prior to generation of our geotechnical work plan, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed field exploration locations prior to development of traffic control plans.
- **Generate Geotechnical Work Plan Memo:** HWA will prepare a Geotechnical Work Plan Memorandum for the exploration program. This work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or Perteet, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA.
- **Conduct explorations (Geotechnical Borings):** HWA will conduct a series of three (3) to four (4) geotechnical borings at the intersection to assess the subsurface soil conditions. Geotechnical borings will be conducted outside existing pavement areas. Each boring will be drilled to a depth of 20' to 30' below ground surface. Boreholes will be patched with rapid-setting Portland cement concrete. Traffic control to consist of work behind shoulder with no flaggers.

Each geotechnical boring will be logged by an HWA geotechnical engineer or engineering geologist. Each boring conducted through the pavement will be patched with quick drying concrete upon completion of the boring.

- **Generate Boring Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, one dimensional consolidation tests and Atterberg Limits.

13.3 Geotechnical Design Services

- **Evaluate Field and Laboratory Data:** Based on the borings and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed.
- **Generate AASHTO Seismic Design Parameters:** Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.
- **Liquefaction Analysis:** HWA will evaluate the subsurface soil and groundwater conditions for the potential for seismic induced liquefaction.
- **Signal Pole and Luminaire Foundation Analyses and Recommendation:** HWA will evaluate the data derived from our field investigations and laboratory testing to complete geotechnical engineering analyses to provide required signal pole and luminaire foundation recommendations as required. HWA assumes that signalization improvements and luminaire foundations will be designed based on WSDOT standard plans and procedures.
- **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- **Project Coordination Meetings:** HWA will attend up to one (1) project coordination meeting. HWA's attendance will be used to convey the geotechnical considerations of the site to the City and the design team.
- **Prepare Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.
- **Prepare a Final Geotechnical Engineering Report:** HWA will finalize our geotechnical report once we receive review comments from Pertteet and the City of Redmond.
- **Conduct Plan and Specification Review:** HWA will conduct a plan review at the 60 and 90 percent milestones to ensure that the geotechnical aspects of the project have been properly incorporated into the project plans.

13.4 Project Management

- **Invoice Generation and Processing:** HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.

- **Geotechnical Task Management:** HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

Assumptions:

- All required rights of entry will be provided to HWA.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (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.
- HWA will be responsible for all post drilling clean up.
- No retaining walls will be included as part of this project.
- No Phase 1 or Phase 2 Environmental Site Assessment will be completed by HWA.
- All required street use permits will be provided by the City at no cost to HWA.
- All geotechnical borings conducted through the pavement will be patched with quick setting cement. Saw cutting of the pavement or hot mix asphalt patches will not be completed.
- The borehole locations will be surveyed by others.
- All geotechnical borings will be drilled during the day between the hours of 9AM and 3PM.
- Pavement Design will be completed by CONSULTANT. No supplemental coring or pavement design parameters will be provided.
- Groundwater monitoring wells will not be installed at the time of HWA subsurface explorations.
- No storm water infiltration testing will be completed as part of this scope of work. Recommendations associated with the stormwater management on site will be performed by others or will utilize existing systems.
- The site soils will support standard plan signal pole and luminaire foundations design. No non-standard signal pole or foundation design will be required.
-
- No uniform police officer will be required for traffic control implementation during the exploration program.

Task 14 – QA/QC Program

The CONSULTANT will conduct an internal quality assurance program prior to all submittals. Documentation will be submitted to the CITY for major submittals, which are defined as the project basemapping, draft and final Technical Reports, draft and final Design Report, as well as the 30%/60%/90%/100% engineering submittals. This task will supplement the continuous quality assurance program by conducting a detailed review of each major submittal for compliance with project criteria and consistency with the project goals.

Deliverables:

- Markups of major submittal quality control reviews submitted electronically with each major submittal. One (1) quality control review document will be submitted for each of the following:
 - Project Basemap
 - 30% Preliminary Engineering Submittal (Plans and Opinion of Cost Estimate)
 - Draft Stormwater Report
 - Final Stormwater Report
 - Draft Design Report
 - Final Design Report
 - 60% Final Engineering Submittal (Plans and Opinion of Cost Estimate)
 - 90% Final Engineering Submittal (Plans, Project Manual, and Opinion of Cost Estimate)

Task 15 – 60% Design

CITY staff will consolidate all comments for the Preliminary (30%) Plans and Opinion of Cost into one package for response by the CONSULTANT. CONSULTANT will prepare a proposed response to each comment received, and then conduct one (1) meeting with CITY staff to reconcile any outstanding comments. The CONSULTANT shall track all resolution and incorporation of each comment in a comment log.

15.1 Plans

The CONSULTANT will prepare anticipated plans for the final construction documents to a 60% level of detail. The CONSULTANT anticipates that additional sheets will be required at later submittals to fully detail the project. The list below includes the assumed sheet titles and number of sheets for 60%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation plan	3
Typical roadway sections	1
Paving and grading plan	3
Intersection plan	2
Roadway details	2
Driveway plan and profiles	2
Drainage plan	3
Drainage profiles	2
Drainage details	1
Channelization and signing plan and details	4
Traffic signal plan and details	3
Construction sequencing plan	3
Total	32

The CONSULTANT will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The CONSULTANT will complete the following new tasks to develop the sheets listed above (all design elements listed under the preliminary phase are still applicable to sheets developed under that phase):

- General: incorporate comments from the 30% review and comment resolution.
- General: pothole CITY utilities to identify horizontal and vertical existing conditions.
- Site preparation: evaluate removal and site preparation limits and best management practices (BMPs) for erosion control and identify structures and obstructions requiring removal.
- Roadway paving and grading: develop a roadway, sidewalk, and driveway elevation model; refine design elements to achieve compliance with PROWAG dated July 26, 2011 standards (or MEF); adjust paving limits as necessary to achieve grading goals.
- Intersections: document horizontal and vertical design data at intersections including curb return data and curb ramp size and grading.
- Roadway details: develop non-standard design elements.
- Driveways: design driveway paving connections to existing parking lots or properties.
- Drainage: refine design based on pothole data and utility coordination; generate profile views for proposed pipes and structures, showing existing crossing utilities for a conflict check; detail storm drainage design elements.
- Channelization and signing: detail channelization and sign placement.
- Traffic signals (including illumination, as required): generate applicable schedules for poles, foundations, signal attachments, and conduits; coordinate design with utilities; modify pedestrian pushbutton designs as necessary to achieve ADA.

15.2 Opinion of Cost

The CONSULTANT will prepare an opinion of cost for the 60% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 60% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the CONSULTANT will endeavor to keep the project within the construction cost identified in the Design Report prepared by the CONSULTANT during an earlier phase of work. If the CONSULTANT discovers that likely construction costs have increased from the 30% opinion of cost, the CONSULTANT will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the CITY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

Deliverables (for all Task 15 subtasks):

- Completed comment log for the Preliminary (30%) Plans and Opinion of Cost submitted electronically in PDF format.
- 60% plans (half size) and opinion of cost estimate submitted electronically in PDF format.

Task 16 – 90% Design

CITY staff will consolidate all comments for the 60% Plans and Opinion of Cost into one package for response by the CONSULTANT. CONSULTANT will prepare a proposed response to each comment received, and then conduct one (1) meeting with CITY staff to reconcile any outstanding comments. The CONSULTANT shall track all resolution and incorporation of each comment in a comment log.

16.1 Plans

The CONSULTANT will prepare anticipated plans for the final construction documents to a 90% level of detail. The CONSULTANT anticipates that the 90% design will include all sheets for the final construction document package to be used by the contractor. The list below includes the assumed sheet titles and number of sheets for 90%.

Anticipated Sheet(s)	Anticipated Sheet Count
Cover sheet, index and vicinity map	1
Legend and abbreviations	1
Construction alignment and survey control plan	1
Site preparation plan	3
Typical roadway sections	1
Paving and grading plan	3
Intersection plan	2
Roadway details	2
Driveway plan and profiles	2
Drainage plan	3
Drainage profiles	2
Drainage details	1
Channelization and signing plan and details	4
Traffic signal plan and details	5
Construction sequencing plan	3
Total	34

The CONSULTANT will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The CONSULTANT will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 60% review and comment resolution.
- General: coordinate elements for consistency with the project specifications.
- General: review project constructability and revise design elements as necessary.
- Roadway paving and grading: finalize roadway, sidewalk, and driveway elevation model.
- Traffic signals (including illumination, as required): provide traffic signal wiring diagram; if necessary, provide illumination one-line (wire) diagram.

16.2 Specifications

The CONSULTANT will prepare a Project Manual for the project based on English units for the 90% submittal. This will include Special Provisions for the items of work that are not covered by the 2020 WSDOT/APWA Standard Specifications, including any Redmond General Requirements (to be provided by the CITY), as well as bid and contract forms.

16.3 Opinion of Cost

The CONSULTANT will prepare an opinion of cost for the 90% plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 90% level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the CONSULTANT will endeavor to keep the project within the construction cost identified in the Design Report prepared by the CONSULTANT during an earlier phase of work. If the CONSULTANT discovers that likely construction costs have increased from the 60% opinion of cost, the CONSULTANT will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the CITY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

Deliverables (for all Task 16 subtasks):

- Completed comment log for the 60% Plans and Opinion of Cost submitted electronically in PDF format.
- 90% plans (half size), project manual including specifications, and opinion of cost estimate submitted electronically in PDF format.

Task 17 – 100% Design

CITY staff will consolidate all comments for the 90% Plans, Project Manual, and Opinion of Cost into one package for response by the CONSULTANT. CONSULTANT will prepare a proposed response to each comment received, and then conduct one (1) meeting with CITY staff to reconcile any outstanding comments. The CONSULTANT shall track all resolution and incorporation of each comment in a comment log.

The CONSULTANT shall prepare this design stage to be construction-ready. The CONSULTANT assumes that no comments will be received after submitting the 100% PS&E documents.

17.1 Plans

The CONSULTANT will prepare anticipated plans for the final construction documents to a 100% (construction-ready) level of detail. The CONSULTANT anticipates that the 100% design will include all sheets for the final construction document package to be used by the contractor (see sheet list in Task 16).

The CONSULTANT will show all existing utility features in halftone (screened) on all applicable plan sheets listed above.

The CONSULTANT will complete the following new tasks to develop the sheets listed above (all design elements listed under the prior design phases are still applicable to sheets developed under that phase):

- General: incorporate comments from the 90% review and comment resolution.
- General: designate all sheets as construction-ready through signatures by each engineer or record.

17.2 Specifications

The CONSULTANT will revise the 90% Project Manual based on comments received from the CITY to produce a 100% (construction-ready) Project Manual. The CONSULTANT's engineer of record shall sign the construction-ready Project Manual.

17.3 Opinion of Cost

The CONSULTANT will prepare an opinion of cost for the 100% (construction-ready) plans and will include allowances for acquisition of right-of-way. The opinion of cost will be based on unit prices and incorporate contingencies to account for the 100% (construction-ready) level of completeness, and to reflect past experience on similar projects within the region. When preparing the opinion of cost, the CONSULTANT will endeavor to keep the project within the construction cost identified in the Design Report prepared by the CONSULTANT during an earlier phase of work. If the CONSULTANT discovers that likely construction costs have increased from the 90% opinion of cost, the CONSULTANT will make suggestions on how to bring the project back within budget.

In providing opinions of probable construction cost, the CITY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's opinions of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's opinion of probable construction cost.

Deliverables (for all Task 17 subtasks):

- Completed comment log for the 90% Plans and Opinion of Cost submitted electronically in PDF format.
- 100% plans (half size; stamped and signed), project manual including specifications (stamped and signed), and opinion of cost estimate submitted electronically in PDF format.

Task 18 – Bid Support

18.1 Bid Period Support

The CONSULTANT will respond to questions from potential bidders as requested by the CITY during the bidding process. The CONSULTANT will also help prepare up to two (2) minor addendums for distribution to by the CITY during the bidding process. The effort for the preparation of addendums is limited to the fee identified in the

attached fee schedule. The CONSULTANT will attend the bid opening, review the bids received, and provide recommendations to the CITY regarding bid award.

Assumptions:

- The CONSULTANT assumes that the CITY will prepare the bid tabulation.

Deliverables:

- Up to two (2) minor addendums submitted electronically in PDF format.

18.2 Conformed Construction Documents

The CONSULTANT will modify the original bid documents to include any addendums and then reissue both the Contract Plans and Contract Provisions as a set of Conformed Construction Documents for use during construction. Also included in the Conformed Construction Documents will be copies of the bid proposal for the Contractor who is awarded the project.

Deliverables:

- Five (5) copies of the Conformed Construction Plans (half size) and Conformed Project Manual submitted in hard copy form and delivered by US Mail to the CITY. One (1) hard copy original of the Conformed Construction plans (full size) and Conformed Project Manual for reproduction by the CITY for construction purposes, delivered by US Mail to the CITY.

Task 19 - Management Reserve

Additional services may be performed by the CONSULTANT at the request of the CITY, but only after written authorization has been given by the CITY defining the Scope of Services to be performed.

ITEMS TO BE PREPARED AND/OR FURNISHED BY THE CONSULTANT:

1. See deliverables under each task.

ITEMS TO BE FURNISHED BY THE CITY:

1. Copies of all previous studies and environmental documentation of the project.
2. Copies of plans, profiles, cross sections, field topographic survey notes or documents available to the City that will aid in the preparation of the plans and studies within the limits of the project.
3. Existing traffic counts since 2015 in the study area, including turning movement counts, daily/hourly volume or speed counts, and truck counts.
4. Current City Synchro models for AM and PM peak hours.
5. Output from the City's Traffic Demand Model for the base and forecast 2035 years (AM and PM peak hours).
6. As-built information of existing plans.
7. Digital orthophotography with datum statement and survey control points used.
8. Property title reports to define existing Right-of-Way within the project limits.
9. Meeting rooms for public meetings.

10. The CITY will be responsible for the printing, postage, and mailing of information to the community.
11. The CITY will provide relevant local land use and zoning documents.
12. The CITY will provide relevant digital maps available through the City's GIS including but not limited to: 1) existing land use, 2) Comprehensive Land Use Map, 3) zoning map, 4) aerial photography, 5) utilities, and 6) other maps as applicable.

DESIGN CRITERIA:

The CITY will work with the CONSULTANT to develop the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments of the following:

1. AASHTO 2018, "A Policy of Geometric Design of Highways and Streets."
2. WSDOT, "Standard Specifications for Road and Bridge Construction."
3. WSDOT, "Design Manual."
4. WSDOT, "Materials Laboratory Outline."
5. WSDOT, "Construction Manual."
6. WSDOT, "Local Agency Guidelines."
7. Highway Research Board's Manual entitled "Highway Capacity."
8. FHWA and WSDOT, "Manual on Uniform Traffic Control Devices for Streets and Highways."
9. Standard drawings prepared by City of Redmond and furnished to the Consultant will be used as a guide in all cases where they fit design conditions and where no City of Redmond standard drawings are applicable; WSDOT Standard Plans will be used as a default.
10. AASHTO "Guide for the Development of Bicycle Facilities."
11. AASHTO 1993 "Guide for the Design of Pavement Structures"
12. City of Seattle Right-of-Way Improvements Manual (for pavement design criteria only)
13. WSDOT Highway Runoff Manual
14. WSDOT Hydraulics Manual
15. City of Redmond Stormwater Technical Notebook
16. City of Redmond Municipal Code
17. City of Redmond Bicycle Design Manual

Exhibit B

DBE Participation Plan

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE maximum practicable opportunities.

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

AutoCAD

B. Roadway Design Files

AutoCAD

C. Computer Aided Drafting Files

AutoCAD

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

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

AutoCAD design base files and sheet files

Plan PDF

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

II. Any Other Electronic Files to Be Provided

Microsoft Office

III. Methods to Electronically Exchange Data

email

sharepoint

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Exhibit D**Consultant Fee Determination**

Project Name: Redmond Way/180th/ELSP
 Project Number: 20200013 (Perteet's)
 Consultant: Perteet, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 185%	Fee (Profit) 31%	Total Hourly Rate	Total
Principal	150	\$ 93.00	\$172.16	\$28.41	\$294	\$44,036
Sr. Associate	12	\$ 67.00	\$124.03	\$20.47	\$211	\$2,538
Sr. Associate	24	\$ 71.00	\$131.44	\$21.69	\$224	\$5,379
Sr. Associate	18	\$ 68.75	\$127.27	\$21.00	\$217	\$3,906
Lead Engineer / Mgr	410	\$ 47.00	\$87.01	\$14.36	\$148	\$60,830
Engineer II	584	\$ 35.00	\$64.79	\$10.69	\$110	\$64,523
Engineer II	60	\$ 35.00	\$64.79	\$10.69	\$110	\$6,629
Lead Technician/Designer	430	\$ 40.00	\$74.05	\$12.22	\$126.27	\$54,295
Construction Supervisor	4	\$ 80.50	\$149.02	\$24.59	\$254.11	\$1,016
Accountant	20	\$ 41.00	\$75.90	\$12.53	\$129.42	\$2,588
Clerical	17	\$ 25.00	\$46.28	\$7.64	\$78.92	\$1,342
Total Hours 1,729						Subtotal: \$247,083
REIMBURSABLES						
Mileage						\$458
Reproduction (copies, plots, etc.)						
Miscellaneous						
Subtotal:						\$458
SUBCONSULTANT COSTS (See Exhibit E)						
1 Alliance Geomatics, LLC						\$49,505
Contract Land Staff, LLC						\$35,141
HWA GeoSciences Inc.						\$28,266
Subtotal:						\$112,912

Total: \$360,453

Contingency:

GRAND TOTAL: \$360,453

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.

EXHIBIT E

Subcontracted Work

Project Name: Redmond Way/180th/ELSP
Project Number: 20200013 (Perteet's)
Consultant: Perteet, Inc.

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

Subconsultant	Work Description	Amount
1 Alliance Geomatics, LLC	Survey and basemapping	\$49,505
Contract Land Staff, LLC	Right-of-way acquisition	\$35,141
HWA GeoSciences Inc.	Geotechnical evaluation	\$28,266
Total:		\$112,912

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.

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

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

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

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

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

Signature

Date

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: _____

Signature

Title

Date of Execution _____***.

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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