

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:

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:

If to CONSULTANT:

Name: Chris Roberts
Agency: Opsis Architecture, LLP
Address: 920 NW 17th Ave
City: Portland State: OR Zip: 97209
Email: chrisr@opsisarch.com
Phone: 503.525.9511
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this 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, scribbings, 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. **50022024.05.01.02**

December 20, 2020

Eric Dawson, PE
Project Manager
City of Redmond
Public Works Department
15670 NE 85th Street
Redmond WA 98052

Reference: Redmond Senior and Community Center (RSCC) – **EXHIBIT A**
Programming | Concept Design and Schematic Design Scope of Work

Dear Eric:

This letter outlines the Opsis Architecture proposed scope of work to provide comprehensive architectural, engineering, and specialized consultant services for the schematic design of the Redmond Senior and Community Center project. This phase of work will include verification of the space program, concept design, and schematic design.

PROJECT UNDERSTANDING

The new Redmond Senior and Community Center (RSCC) project will be approximately 43,000gsf with a budget still to be determined by the City Council. The RSCC is envisioned as a multi-story structure containing dedicated spaces for senior activities, recreation activity spaces, and variety of community spaces including meeting spaces, and community room with kitchen. The facility will be planned and designed to accommodate a three-level private partnership addition to serve other community needs (i.e., affordable, or senior housing, urban school, health and wellness, and non-profit organizations). We understand the City will be soliciting RFP's from potential partners. The selected partner will be integrated into the planning and design process.

The RSCC will be located within the Redmond Municipal Campus on the site of the prior Senior Center with the existing utility connections utilized for the new facility. The project is situated with direct adjacency to the Sammamish River critical areas buffer setback. This will require the new building to be elevated approximately 30-inches above the existing grade. The facility design and construction staging will need to take into account maintaining a safe and operational campus with vehicular and pedestrian access to the adjacent Public Safety Building, Parking Structure and City Hall.

The project will include related site development including required parking, street and fire access and possible reconfiguration. The parking needs will encompass providing dedicated senior parking as well as addressing the community center and partnership parking requirements in conjunction with an overall understanding of available parking on the Municipal Campus. The planning and design will also include necessary utility upgrades, on-site stormwater management, and infrastructure improvements necessary to support the new facility.

We understand the seniors will be involved throughout the design process and public engagement will continue to be important and inform a design responsive to the needs of the Redmond Community. The design team will work closely with the Project Stakeholder Group, advisory groups, boards, and commissions with outreach and involvement of seniors, teens, and a range of culturally diverse and underserved groups. City staff will be engaged throughout the schematic design process with the Mayor

and City Council provided project updates of the recommended space program, concept design, and schematic design with cost estimate.

The City will use a GC/CM delivery model for this project and engage the services of a GC/CM partner to be on-board before the conclusion of schematic design. The GC/CM will be an active participant in design meetings, provide valued input on construction staging and logistics, real-time target value design, evaluation of building structural, mechanical and enclosure systems, and constructability review that will support cost containment and predictability. Separate cost estimates will be developed by and reconciled between the GC/CM and DCW, our independent cost estimator.

DESIGN TEAM

The following design team members will participate in the scope of work outlined for the Programming | Concept Design and Schematic Design Phase.

Opsis Architecture – Prime Contract, Architectural Planning/Design and Interior Design

Johnston Architects – On-site Presence, Coordinate Pre-App, Environmental Study, Site Survey, and Parking Study

Lund Opsdahl – Structural Engineer

PAE Engineers – Mechanical, Electrical and Plumbing (MEP) and Sustainable Design

Herrera – Civil and Environmental Studies w/ delineation of the Critical Areas Buffer line, mitigation strategies **Groundswell** – Site Development, Landscape, Pathways, and Parking Layout

Little Fish – Lighting Design

Stantec – Acoustical

Halliday Associates – Food Service

Code Unlimited - Code Review

DCW – Cost Estimating

EnviroIssues (EI) – Public Outreach and Project Stakeholder Engagement, Community Survey and Project Website

Ballard* King Associates – Space Programming and Operational Planning

AESI Engineering – Geotechnical Report

True North Land Surveying – Site Survey

Global Transportation Engineering - Parking study and analysis

SCOPE OF WORK

Task 1 - Project Management and Coordination

Opsis will participate in Project Management (COR) Meetings as needed throughout the Programming | Concept Design and Schematic Design process. The COR meetings are scheduled to occur between scheduled workshops and are incorporated in the schedule outline in his proposal. Project Management Monthly Reports will be prepared and distributed documenting the prior month's activities. Reports shall include meeting minutes, design documentation, schedule updates, decision tracking log, etc. and will be available through OneNote, as a collaborative platform. Design Decision Log tracking all for all major design decisions and changes will be documented and identify who, why, cost impact, and schedule ramification.

Subtasks and activities during this phase include:

- Update and monitor project budget and schedule. Schedule will be updated on a monthly basis.
- Prepare a work plan at the start of project for the project including communication plan, deliverables, quality control plan and procedures for change management and update monthly.
- 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.

Meetings will be held via the Microsoft Teams platform until such a time when in person meetings are deemed to be safe. Opsis and or their consultants will prepare and distribute meeting agendas and minutes. The attached schedule outlines the quantity of meetings expected for the scope of work outlined herein.

Deliverables:

- Invoice and progress reports submitted monthly
- Updated project schedule submitted monthly
- Workplan, updated monthly
- 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 and/or posted to OneNote in MS Word submitted within 3 working days of the meeting

EnvirolIssues

Scope of work, beginning in December and lasting through July and includes project kick-off meetings, developing an engagement plan and workback schedule, set up of regular coordination between the city and the consultant team. Digital engagement is largely presented in the development of a project website but setting up a project inbox and recording communications and comments from the public will be primary project management functions through the duration of this contracted phase.

Subtasks and activities during this phase include

- Stakeholder Group Workshop scheduling and prep (7 total)
- Virtual Open house Scheduling and prep (2 total)
- City Council Scheduling and prep (4 total)
- Facilitation and workshop development
- Management of OneNote Content

Deliverables:

- Monthly invoice and progress reports to Opsis
- Agendas and meeting notes from meetings with the City of Redmond
- Agendas, meeting invites, and meeting notes from Stakeholder Group meetings
- Posting of Stakeholder Group minutes to project website

Task 1.5a - Space Program

The preliminary space program from the March 24, 2020 “Envisioning the Future of the Senior Center” Study will provide a basis for developing and refining the space program that will include key program elements such as: lounge/living room, dedicated senior lounge, library and nutrition program, community room (divisible), kitchen, multi-purpose room (divisible), wellness spaces, arts & crafts room and music room. The balance between flexible activity spaces and additional meeting rooms will be evaluated along with recreation and activity spaces.

Space program options will be developed and evaluated by City Staff, Project Stakeholder Group (PSG), and community stakeholder groups to determine the recommended space program that incorporates the desired mix of dedicated senior spaces as well as community, and recreation spaces. The space program will include room size and proportion, layout, and desired adjacencies to other spaces. The program options will be evaluated based on the priority program elements with add-on program spaces; cost recovery goals; and alignment of the program with the 43,000gsf area target and the budget as

determined by City Council. The City is also seeking a development partner to contribute approximately \$5M for structural reinforcement to accommodate future floors added to the building.

Subtasks and activities during this phase include:

- Develop project goals and guiding principles
- Review preliminary space program options
- Discuss cost recovery goals
- Review site and parking analysis
- Review refined program options
- Review cost model and cost recovery
- Review preliminary concept options
- Review final space program & cost recovery

Deliverables:

- Visioning boards
- Room Data Sheets
- Adjacency Diagrams
- Program area spreadsheet comparing base condition and options
- Draft Space Programming Report for review by COR to include:
 - Narrative summary by Opsi and consultants outlining the program space requirements
 - Space Programming Phase summary of activities
 - Meeting Minutes
 - Program allocation spreadsheet
 - Adjacency diagrams
 - Consultant deliverables listed below shall be include in the Draft Space Programming Report
- Final Space Programming Report incorporating COR review comments

Groundswell

Groundswell will assist in the programming and layout of Exterior or “outdoor space” in this phase through the attendance at meetings with Opsi and the City of Redmond to review project parameters, gather available materials, identify additional information needed, scope, budget schedule and establish project timetable and deliverables. We will provide site reconnaissance visits with design team and client if necessary and review the site survey and request any additional information to fill data gaps. We plan to attend the workshops and meetings outlined below to discuss the project site goals and conduct three (3) coordination meeting and conference call with client and design team to coordinate our efforts.

Subtasks and activities during this phase include

- Attend meeting with Opsi and the City of Redmond to review project parameters, gather available materials, identify additional information needed, scope, budget schedule and establish project timetable and deliverables.
- Attend site reconnaissance visit with design team and client.
- Develop Survey Request Form, in partnership with Opsi, Herrera and design team, to gather necessary survey information. Review survey and request any additional information to fill data gaps.
- Attend Workshop No. 2 with Opsi and City of Redmond to discuss the project site goals.
- Conduct three (3) coordination meeting and conference call with client and design team to coordinate our efforts.

- Prepare precedent imagery and site diagrams to assist in discussions with the Redmond community in identifying a preferred site program.

Deliverables:

- Develop Survey Request Form, in partnership with Opsis, Herrera and design team
- Develop Site Program Plan.
- Prepare precedent imagery and site diagrams to assist in discussions with the Redmond community in identifying a preferred site program.
- Develop preliminary Site Plan with program overlay
- Conceptual Materials, Lighting and Furnishings Palette

EnviroIssues

This task is the most robust of 2021, beginning in December and lasting through spring. It includes project kick-off meetings, developing an engagement plan and workback schedule, set up of regular coordination between the city and the consultant team. There are two Stakeholder Group Workshops planned, in addition to a meet & greet event in December (separate from this SOW). In addition, there is one public open houses (online).

Subtasks and activities during this phase include

- Kick off
 - Internal and consultant team kick off
 - Kick off with COR
- Engagement plan
 - Preparing the final project engagement plan and workback schedule
- On-going coordination
 - Meetings with COR staff regarding public engagement
 - Meetings with Opsis and consultant team regarding project scope, separate from engagement activities (some with COR and some without)
 - Meetings internally with EI team
- Two Stakeholder Group meetings
 - Welcome email
 - Schedule
 - Monthly e-newsletter out to Stakeholders
 - Facilitation of each meeting
 - Agendas, meeting materials, minutes posted to project website
 - Coordination between COR and consultant team about each meeting's agenda and speakers
 - Meeting set-up (online, with Zoom or Teams)
- Set up of project email inbox
- Set up of inbox and weekly support for email inbox, including maintenance of comments and communications with community members
- One public meeting (assumption: online via Zoom), including a pool of 6 additional facilitators from EI to assist

Deliverables:

- Engagement plan and workback schedule
- City Council PowerPoint briefing documents
- Schedule for all Stakeholder Group meetings posted to project website
- Welcome email out to Stakeholders

- Monthly e-news update out to Stakeholders
- Regular summaries of inbox communications through EnviroLytical
- Translated materials in Spanish and Chinese as needed

Ballard King

Ballard King will attend stakeholder meetings to identify project constraints and parameters, review project documents and meet with key parks and recreation staff (virtually). Their focus will be on validating the project program, determining size and space allocations and their relationship to operating cost and cost recovery projections.

Subtasks and activities during this phase include:

- Project Overview:
 - Project kick-off meeting
 - Identify project constraints and parameters
 - Review project documents
 - Meet with key parks and recreation staff (virtually)
- Community Input:
 - Participate in community stakeholder group meetings (3 max, virtual)
 - Participate in council meeting (1 max)
- Partnership Review:
 - Review of potential partnerships
 - Determination of potential partners impact on the project
 - Programming impact
 - Operations impact
- Programming Assistance
- Project component recommendation/prioritization
 - Validate or adjust any existing facility program
 - Determine sizing and space allocation requirements
 - Component relationships and interaction
- Operating impact and cost recovery projections

Deliverables:

- Program analysis
- Preliminary Operations Matrix

Task 1.5b - Concept Design

The Concept Design Phase will overlap with the Space Programming Phase to achieve schedule efficiencies with concurrent activities which often-times informs refinement to the space program when illustrated integrated into site test fit options. The building plans and massing will be documented through a combination of diagrams and concept sketches that are refined in (BIM) study models. The concept design will explore structural and MEP system options, site development with required parking and landscape strategies, fire access, and pedestrian pathways. The concept design layout will incorporate universal design as well as sustainable design strategies.

Concept design options will be evaluated by City Staff and the PSG utilizing an “evaluation matrix” that identifies the key evaluation criteria based on the project goals and endorsed by the PSG. Ballard*King will update the operations plan / cost recovery projections based on the recommended concept design. A comprehensive concept design estimate will be developed by DCW to verify construction costs before moving forward into Schematic Design. This effort will include City Staff meetings, workshops, virtual

open house, and City Council update as indicated in the project schedule. Below is a breakdown of consultant tasks

Subtasks and activities during this phase include:

- Review preliminary building massing
- Review refined concept design options
- Review preliminary building massing
- Review refined select concept options
- Review refined building massing
- Select preferred concept design
- Conceptual Design Cost Estimate

Deliverables:

- Building Narrative
- Cost Estimate
- Draft Concept Design Report for review by COR to include:
 - Narrative summary by Opsis and consultants outlining the concept design
 - Concept Design Phase summary of activities
 - Meeting Minutes
 - Building plan layouts
 - Building massing drawings and diagrams
 - Building elevations
 - Consultant deliverables listed below shall be include in the Draft Concept Design Report
- Final Concept Design Report incorporating COR review comments
- Cost Estimate

Lund Opsahl

Lund Opsahl (LO) will provide guidance and assist in the evaluation of sustainable and viable structural systems during the concept phase. The evaluation of systems will include discussion of partnership development within the RSCC footprint. We will also provide information for the development of the geotechnical report and assist in the cost estimating effort.

Subtasks and activities during this phase include:

- Conceptual studies of viable structural systems
- Evaluate sustainable solutions for structural systems
- Narrative discussion of future additions and possible systems with pros and cons
- Provide structural criteria for geotechnical consultant

Deliverables:

- Plan Mark-ups of structural system
- Partner additions and systems with pros and cons list
- Structural system narrative

PAE

During the concept design phase PAE will review design standards and owner project requirements to help

assist the design team, COR and other consultants with preparation of Concept documents. We will develop system scope requirements and make recommendations based on sustainable design strategies

Subtasks and activities during this phase include:

- Review design standards and owner project requirements.
- Assist design team, COR and other consultants with preparation of Concept documentation.
- Develop and make recommendations for system scope requirements.
- Coordinate mechanical and electrical system space requirements.
- Develop preliminary MEP systems narrative to define system concepts.

Deliverables:

- Plan Mark-ups with equipment type, size and access
- MEP system narrative

Herrera

At the start of this phase Herrera will work with the design team to provide background data and research to assist in the development of concept design. Their work will include preliminary civil investigations such as identifying points of connection for utilities refining the project site limits, setting floor elevations, determining setbacks and coordinating site water management strategies.

Subtasks and activities during this phase include:

- Attend workshops and work sessions when required with stakeholders and COR
- Background data research
- Conceptual Civil Engineering Design

Deliverables:

- Conceptual civil engineering cost Estimate
- Conceptual civil engineering narrative
- Mark-up of conceptual site plan produced by others (i.e. Groundswell)

Groundswell

Groundswell will develop a concept site plan and accompanying narrative for this phase of the project. Along with a detailed scope of work, project schedule and anticipated permitting timeline. We will refine diagrams presented at the interview for discussion with the City of Redmond and for inclusion in the Public Open Houses and participate as needed in a virtual open house with the Redmond Community. We will work with the team on our site diagrams and precedent imagery to advance the discussion of a preferred site program and for obtaining public feedback. Our process will be to review plan alternatives with client and design team. Prior to meetings workshops and open houses. During this phase we plan to Attend Pre-Application conference with the city, local agencies, Opsis and Herrera, submit Concept Level Design Drawings. Deliverables, conduct conference call with permitting agencies to discuss how project stormwater management will be addressed and meet with the City of Redmond to review the Concept Design Submittal.

Subtasks and activities during this phase include

- Develop a detailed scope of work, project schedule and anticipated permitting timeline.
- Develop Site Base Plan.

- Refine diagrams presented at the interview for discussion with the City of Redmond and for inclusion in the Public Open Houses:
 - Site Design Considerations
 - Site Design Approach
 - Municipal Campus Identity
 - Integration with River Ecosystem
- Conduct Open House #1 with the Redmond Community. We will present our site diagrams and precedent imagery to advance the discussion of a preferred site program and for obtaining public feedback.
- Conduct Workshop No. 4 with Opsis, design team and client to review feedback received from Open House #1 and to inform our site plan alternatives.
- Develop two plan alternatives that begin to define a collective vision and theme for the Senior Community Center site. This effort will include a concept level-design of opportunities or concepts to optimize the sites public spaces.
- Discuss plan alternatives with client and design team. Incorporate feedback prior to Open House #2.
- Attend two (2) conference calls with design team to coordinate our efforts.
- Conduct Public Open House #2. During the open house we will talk with the public about the feedback we received from Open House #1, our initial findings, plan alternatives and aspirations for the project's outdoor spaces.
- Assist Redmond City Staff and Opsis with one (1) presentation to the Planning Commission and one (1) presentation to City Council.
- Based upon the results of Open House #2, technical input, City Council and Planning Commission input, we will refine alternatives to one preferred Concept Design.
- Attend one (1) conference call with design team to coordinate our efforts.
- Advance Concept Design drawings incorporating city and design team review.
- Attend Pre-Application conference with the city, local agencies, Opsis and Herrera.
- Submit Concept Level Design Drawings. Deliverables include:
 - Conceptual Site Plan
 - Conceptual Materials, Lighting and Furnishings Palette
- Conduct conference call with permitting agencies to discuss how project stormwater management will be addressed.
- Coordinate design efforts and backgrounds with consultant team.
- Meet with the City of Redmond to review the Concept Design Submittal and receive approval to proceed with Schematic Design.

Deliverables:

- Develop a detailed scope of work, project schedule and anticipated permitting timeline.
- Develop Survey Request Form, in partnership with Opsis, Herrera and design team
- Develop Site Base Plan.
- Refine diagrams for the Public Open Houses :
- Prepare precedent imagery and site diagrams
- Develop two plan alternatives
- Refine alternatives to one preferred Concept Design.
- Conceptual Site Plan
- Conceptual Materials, Lighting and Furnishings Palette

Envirolssues

This scope of work is a continuation of the work initiated in the programing phase. Starting in February this work captures two more Stakeholder Workshops. In addition, there is one Council briefings planned,

one public open houses (online) and an outreach summary that will be produced by EnviroIssues as the final deliverable of this phase. Digital engagement is largely presented under the project website scope but setting up a project inbox and recording communications and comments from the public will be featured in this task.

Subtasks and activities during this phase include

- Engagement plan
 - Preparing the final project engagement plan and workback schedule
- On-going coordination
 - Meetings with COR staff regarding public engagement
 - Meetings with Opsis and consultant team regarding project scope, separate from engagement activities (some with COR and some without)
 - Meetings internally with EI team
- Two Stakeholder Group meetings
 - Welcome email
 - Schedule
 - Monthly e-newsletter out to Stakeholders
 - Facilitation of each meeting
 - Agendas, meeting materials, minutes posted to project website
 - Coordination between COR and consultant team about each meeting's agenda and speakers
 - Meeting set-up (online, with Zoom or Teams)
- City Council Briefing (1)
 - Materials and prep
- Set up of project email inbox
- Set up of inbox and weekly support for email inbox, including maintenance of comments and communications with community members
- One public meeting (assumption: online via Zoom), including a pool of six (6) additional facilitators from EI to assist
 - Project fact sheet and other materials needed for public meetings
 - Agenda, notes, and recordings from public meetings
 - Posting recordings and materials on project website
- Outreach summary
 - Summary of all outreach through Programming and Concept Design, posted to website

Deliverables:

- City Council PowerPoint briefing documents
- Schedule for all Stakeholder Group meetings posted to project website
- Welcome email out to Stakeholders
- Monthly e-news update out to Stakeholders
- Regular summaries of inbox communications through EnviroLytical
- Translated materials in Spanish and Chinese as needed
- Outreach summary at the end of program and concept work

Ballard*King

During concept design Ballard*King will review the site plan, spatial relationships, phasing plans and design options. The focus of their work will shift from programming to operational analysis providing the COR and stakeholders data and research necessary to make informed decisions regarding the overall building development viewed with operational cost implications.

Subtasks and activities during this phase include

- Conceptual Layout and Design Review:
 - Site plan
 - Spatial relationship of components
 - Phasing plan
 - Design options
- Operations Analysis: (initial projections in Concept Design phase and update during Schematic Design)
 - Attendance estimates
 - Daily
 - Annually
 - Fee structure
 - Drop-in
 - Multiple admissions/annual passes
 - Family, corporate, group
 - Rentals
 - Sources of income
 - Identification and verification of revenue sources
 - Operating cost projections
 - Develop a line item budget
 - Personnel by position
 - Contractual services
 - Commodities
 - Capital replacement
 - Revenue generation projections
 - Develop a line item accounting
 - Admissions
 - Annual/multiple admissions
 - Programs and services
 - Rentals
 - Other revenue sources
 - Revenue/expenditure comparisons
 - Cost recovery level

Deliverables:

- Conceptual Layout and Design Review
- Operations Analysis
- Fee structure Analysis
- Revenue source verification
- Operating cost projections with line item budget
- Develop Revenue generation projections with line item accounting
- Provide Revenue/expenditure comparisons

DCW

DCW will provide a probable construction cost estimate during Concept Design including all elements as necessary for a complete cost estimate. The design team and DCW will work with the COR prior to the start of the cost estimate to develop an estimate format based on a Work Breakdown Structure (WBS). The WBS format will be used through-out the course of the project at each cost estimating milestone. A final revision to the construction cost estimate will be provided after review and commentary by the design

team and COR. DCW will provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction.

Subtasks and activities during this phase include:

- Prepare an opinion of probable construction costs for up to (3) options
- Cost estimate will be prepared in Unifomat II component format.
- Reconcile estimate based on design team and COR feedback
- Prepare a final revision to the opinion of probable construction cost
- Provide ongoing cost advice

Deliverables:

- Opinion of probable construction costs
- Final revision to the opinion of probable construction costs

Task 2 - Schematic Design

The Schematic Design Phase will build upon the foundation outlined in concept design and greater definition of the buildings relationships to the site will be developed. The overall site design will address pedestrian connections to the river trail and campus green along with expansion of fire lane access to accommodate the new buildings footprint. The extent of natural buffers, storm water management, plantings and outdoor amenities will be evaluated and documented. The parking study will be used to determine the extent and/or reconfiguration of the existing parking areas as well as informing any needed adjustments to the roadway alignments to the RSCC site.

The overall building layout, massing and character will be developed with careful consideration given to solar orientation, view corridors and clearly defined accessible campus connections. Building plans will illustrate components of the project including building size, scale and location. Based on the geotechnical report possible structural/foundation systems will be recommended and structural systems will be integrated into the building layout with consideration given to optimize structural efficiencies and allow for expansion of a private partnership addition above the RSCC. Sections and elevation drawings will be utilized to communicate spatial relationships, construction methods, material use and architectural expression of the project.

As the schematic design begins to solidify a sustainability charrette will be conducted to establish project goals for systems and overall sustainability based on the City Councils adopted Sustainability Action Plan. The workshop will establish a framework that will inform the design of mechanical electrical and plumbing systems and identify goals for renewable and sustainable material use in the project.

In order to maintain the overall project schedule, the design team plans to meet early with the planning department to review building and zoning code assumptions. Once the survey and report information are incorporated into the documents the entitlements process will be initiated. The start of the process will include scheduling a Prep' Coordination Meeting and submission our Application for Land Use.

The design team will utilize schematic level digital models, sketches and 3D renderings to facilitate communication during workshops and meetings and assist the team in decision making throughout the design process. When schematic design is 80% complete a detailed cost estimate will be performed by our cost estimator. The basis for their estimate will be drawing plans elevations and sections along with a written narrative describing assemblies, materials, components, and systems (Architectural, Landscape, Civil, Structural, Electrical, and Mechanical). The estimate will be followed by one week of cost reconciliation that overlaps a two-week city review period. Program documents outlining the size and

usage of all spaces and the Ballard*King operations plan / cost recovery projections will also be updated to align with Schematic Design documents. At the conclusion of the review period and upon approval by City Staff, Schematic Design, project costs and operational costs will be presented to the Mayor and City Council.

Subtasks and activities during this phase include:

- Discuss with the COR alternative approaches to design and construction of the RSCC
- Discuss with the COR the feasibility of incorporating environmentally responsible design approaches
- Prepare a geometry plan for the building.
- Prepare all major plan elements of the building for all floors, with approximate accommodations for structure and MEP.
- Develop Typical project functional components. Components should be coordinated with structural and MEP.
- Representative dimensions shown and representative partitions tagged.
- Show schematic furniture layouts to confirm spatial and program requirements
- Develop typical project components and core elements including elevators, stairs and MEP risers, public toilet rooms. Minor or atypical elements should be reflected in the plans and building sections.
- Confirm that all circulation elements conform with building and accessibility codes.
- Verify that all program requirements are incorporated in the plans including support areas such as staff break rooms / toilets, building storage areas, janitor closets and trash rooms and recycling.
- Develop Building elevations and note exterior materials. Indicate the extent of their use.
- Confirm alternatives with the Owner.
- Develop Building sections including typical foundation details. Indicate floor to floor dimensions, ceiling heights, major structural elements and major MEP transfer or horizontal distribution zones.
- Prepare digital models and perspective renderings
- Develop preliminary selections of major building systems with construction materials noted on the drawings or described in writing.
- Consider Environmentally responsible design alternatives.
- Consider the value of alternative materials, building systems and equipment
- Develop typical exterior wall sections, typical exterior details and typical exterior wall types with enough detail delineated in the drawings and adequately described in the Basis of Design narrative
- Prepare general description of atypical and high finish spaces such as lobbies, public corridors and amenities.
- Prepare general describe typical toilet room and kitchen in plan and interior room elevations.
- Establish ceiling heights on a preliminary typical or representative reflected ceiling plan(s) as the basis to initiate project coordination.
- Establish preliminary ceiling heights for all typical and principal spaces; indicate on the floor plans and building sections.
- Prepare partition type sheet for typical wall assemblies
- Provide Project description with general and regulatory requirements, preliminary building code, preliminary accessibility analysis, structural requirements, acoustical requirements, outline basic interior and exterior construction and materials
- Issue Schematic Design Package for cost estimate and COR review

Deliverables:

- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative for Estimate

- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Report draft for review by COR to include:
 - Narrative summary by Opsis and consultants outlining schematic design
 - Schematic Design Phase summary of activities
 - Meeting Minutes
 - Consultant deliverables listed below shall be include in the Draft Schematic Design Phase Report
- Final Schematic Design Report incorporating COR review comments
- Cost Estimate
- Reconciled Cost Estimate

Lund Opsahl

Lund Opsahl (LO) shall provide structural engineering services for the primary structural system. This system consists of the foundations, structural bearing and shear walls, columns, beams, bracing, slabs, sheathing and connections between these elements, which acting together, provide a complete, stable structural framework.

Design of secondary structural elements, non-structural components, and related support and bracing shall be the responsibility of others unless specifically noted herein or by written addendum to this agreement. Review of the effect of secondary and non-structural elements on the primary structural system and design the primary structural system to accept and support such items is included. The Contract Documents shall provide information regarding the supporting capability and physical attachment limitations of the primary structural system. Where Exhibit A requires secondary or non-structural elements to be reviewed by LO, we shall be entitled to rely on the accuracy and completeness of information furnished by the Client and/or Prime Design Professional.

Subtasks and activities during this phase include:

- Establish structural design criteria
- Evaluation of geotechnical conditions and recommendations for floor elevations and foundation systems
- Assist in selection of structural system for the project
- Prepare overlay of architectural floor plans and sections as needed to show intended structural system and preliminary structural depths
- Provide a written narrative of basis of design and system description
- Document the intended future addition and/or added floors
- Respond to City and stakeholders review comments
- Discuss options for phased construction permits
- Provide general descriptive information sufficient for Schematic pricing such as estimates of pounds of rebar per square foot, etc.

Deliverables:

- Schematic level overlay of architectural floor plans
- Narrative outlining basis of design and system description
- Document structural material quantities
- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative
- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Narrative

PAE (MEP / Building Analysis and Modeling / Fire Alarm / Technology / LEED Certification Support)

During the Schematic Design Phase PAE will develop design criteria including indoor and outdoor ventilation, air circulation, exhaust, sound levels, system diversities and building envelope thermal characteristics. Work shall include a systems narrative with system descriptions. For ductwork maximum air velocity criteria and duct insulation requirements will be provided. Preliminary fixture selections will be provided with general space requirements and types of plumbing fixtures. Preliminary layout of major mechanical rooms will be developed along with floor space requirements including electrical rooms, major risers, chase requirements, etc. Weights of equipment, major horizontal and vertical penetrations will also be included. Determine Typical floor MEP & FP distribution systems and other mechanical, fire protection and electrical systems that can impact structural, architectural plans and reflected ceiling plans will be coordinated along with utility requirements.

Subtasks and activities during this phase include:

- Participate in meetings via videoconference with the architect, owner and other consultants.
- Review design standards and owner project requirements.
- Conduct preliminary studies and analysis for selection of systems and their space requirements.
- Make recommendations for efficient systems based on past project experience and prior studies.
- Conduct preliminary review with authorities to ascertain utility services.
- Coordinate with design team members.

Deliverables:

- Simple diagrams and sketches to define project system components.
- Review of system construction cost estimates prepared by others.
- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative
- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Narrative

Building Analysis and Modeling (BAM)

These services are considered an essential part of the design process in order to provide the analysis and ultimately the information needed to make the best choices for the delivery of the project, which meets and balances the client's project pro-forma and construction budget with their energy, water and carbon conservation goals.

Our focus in the early phases of design is to take a leading role in workshops to communicate clearly the relative merits of environmental conservation strategies and indoor environmental quality. We will work with the project team and decision makers to establish specific measurable goals. Once these are established, we will map out a path for achieving them that will allow key design decisions to be informed on the basis of their ability to achieve the project goals.

The following points provide a summary of our scope for this project:

- Leadership in the establishment of sustainable design goals and benchmarks for the project and ongoing review of performance against those goals.
- Design analysis and guidance for energy use to optimize building performance within the constraints of the project including calculations of energy from HVAC systems, lighting, renewable energy systems and other building equipment.
- Design recommendations for all passive systems including aperture sizes and controls, shading, thermal mass and glazing proportions.

- Compliance analysis for energy performance to meet code and benchmarking targets for applicable third-party rating systems.
- Design analysis and guidance for water usage to reduce the use of potable water in the building within the constraints of the project.
- Design recommendations for creating productive indoor environments.

Below we have identified several scope items that specifically support the sustainable aspirations of the project.

- **Energy Performance Modeling:** calculations to form an opinion of energy consumption in real operation to assist with quantifying cost savings from energy reduction measures for the purposes of comparing the benefit of energy efficiency measures.
- **Envelope Optimization:** building envelope analysis and design guidance in areas of daylight, thermal comfort, visual comfort, energy impacts and HVAC design integration.
- **Natural Ventilation/Passive Cooling Analysis:** for spaces exploring the option of natural ventilation, PAE will evaluate local weather data and provide a report describing comfort with respect to the current ASHRAE Std. 55 criteria and outline preliminary estimates on expected comfort. Included in this effort is a coordination effort with the architect to evaluate best practices and rules of thumb for building configuration to support natural ventilation strategies.
- **Water Cycle Analysis:** analyze the complete water cycle for the project and make recommendations on potential water conservation measures. Strategies to be evaluated include low flow fixtures, no flow fixtures, gray water collection and re-use, black water treatment, rainwater collection and re-use.
- **On-site Energy Production:** with the architect's assistance, PAE will evaluate potential on-site energy alternatives such as photovoltaics (PV's), cogen and wind energy. Included in the analysis will be potential manufacturers and configurations, energy output calculations and financial analysis (i.e. first costs, rebates and incentive programs and payback period).
- **Energy Life Cycle Cost Analysis (ELCCA):** PAE will champion and organize the ELCCA process in collaboration with the project team in order to assist in determining which building systems and design strategies are most appropriate for this project. We will rely on the general contractor to provide cost estimates for each alternate under consideration.
- **Indoor Environmental Quality:** utilizing passive heating and cooling strategies can change traditional expectations for occupant comfort. PAE will provide measurable design targets for occupant comfort showing how passive system may improve or challenge occupant satisfaction over a typical weather year. If passive design systems are chosen, PAE will also show the potential impacts of global warming and climate change on the performance of the spaces.

The detailed scope of work for these sustainability components are provided as follows:

ENERGY STUDY AND MODELING

- Participate in design meetings with the architect, owner and other consultants.
- Make recommendations to produce a design that reduces building energy use to meet the project goals.
- Develop, with the project team, a list of Energy Conservation Measures (ECMs) to capture significant opportunities for building energy savings. Coinciding with the design process, provide simulations of the building's anticipated energy savings with 8 to 10 ECMs. These ECMs shall address HVAC, lighting and building envelope options. The energy model will be used throughout schematic design and design development to inform design decisions.
- Attend a meeting to review the energy analysis report and discuss the ECMs that are most appropriate for the project.
- After review of and comments on the preliminary energy analysis report, revise and submit the final energy analysis report.
- Verify that all accepted ECMs have been incorporated into the construction documents.

ENVELOPE OPTIMIZATION

- Building envelope consulting supported with analysis that provides:
- Design opportunities to simultaneously improve natural light and manage visual comfort.
- Envelope criteria necessary to achieve energy objectives as well as to reduce HVAC component size in different space types and/or substitute HVAC solutions for passive design and natural ventilation solutions where appropriate.
- Preliminary solutions to envelope issues relating to thermal comfort.
- External shading proportions, preliminary glazing performance criteria and preliminary insulation and envelope mass requirements.
- An opinion of potential savings that could be realized through façade strategies improving indoor environmental quality metrics.

NATURAL VENTILATION/PASSIVE COOLING ANALYSIS

- Attend design meetings with the architect, owner and other consultants to discuss passive cooling and natural ventilation strategies.
- Provide simulations of one typical space type to be analyzed. The model will include anticipated loads for each zone (loads include people, computers, and lighting as well as the daylighting impact on lighting loads). The modeling process will analyze the passive cooling system to verify room inlet and outlet openings, room comfort, and the passive cooling system effect on energy consumption.

WATER CYCLE ANALYSIS

- Investigate water and rainwater reclamation system options for non-potable water use and present the design concepts to the team.
- Provide preliminary calculations for water savings.
- Deliver concept sketches of the water conservation measures.
- Provide preliminary coordination of size and location for the rainwater tank with the architect and Civil Engineer.

ON-SITE ENERGY PRODUCTION ANALYSIS

- Evaluate potential renewable energy design alternatives such as photovoltaic systems, solar thermal (hot water) systems, wind and other potential site-specific systems.
- Evaluate the potential for on-site energy production through cogeneration, fuel cells and other potential site-specific technologies.
- Analyze the site to determine appropriate PV and solar thermal array location and orientation.
- Calculate the PV and solar thermal system's estimated electricity production based on typical meteorological year data obtained from the National Renewable Energy Laboratory (NREL).
- Provide preliminary sizing of the PV and solar thermal array.
- Coordinate net metering with the electrical utility.
- Provide preliminary PV and solar thermal array structural requirements for the architect and other consultants (PV array support design is by others).

ENERGY LIFE CYCLE COST ANALYSIS (ELCCA)

- Perform an Energy Life Cycle Cost Analysis (ELCCA) for this project.
- Attend meetings with the architect and owner to discuss energy saving strategies for the project.
- Schematic Design
 - Prepare and submit the Work Plan outline the goals of the analysis.

- Provide a computer model of the building's anticipated energy savings with up to eight Energy Conservation Measures (ECMs). These ECMs shall cover HVAC, lighting, and building envelope options.
- Calculate expected life cycle costs for using ELCCA spreadsheets.
- Provide a report that summarizes the results of the ELCCA.
- Modify the report based on review comments.

INDOOR ENVIRONMENTAL ANALYSIS

- Quantify for the performance of passive system approaches in terms of occupant comfort per ASHRAE methods including PMV/PPD metrics.
- Attend meetings with the architect and owner to discuss the impacts of system approaches and operational set points as they relate to occupant comfort and energy performance.
- Provide information on the potential for increased occupant satisfaction and productivity.

HIGH PERFORMANCE BUILDING ANALYSIS SUMMARY DELIVERABLES

- Deliverables will include the following reports to inform project goals and design direction:
- High Performance Building Memo – Provides benchmark information and identifies the Owner's project requirements for future guidance and reference.
- Façade Optimization Report - Looks at how to balance the needs of low energy systems and comfort expectations with the architectural proportions and performance of the façade. The façade optimization report also includes integration with natural ventilation concepts and mechanical system selection and sizing.
- Energy & Carbon Report – Provides pathways to achieve the energy and carbon reduction target. Envelope performance, lighting, HVAC systems and user plug loads will be modelled and estimated to align energy reduction outcomes with the project budget. Energy will be measured in terms of CO2, energy cost and EUI.
- Water Cycle Report - A water and wastewater efficiency study that communicates steps that could be taken to achieve various water and wastewater reduction targets and will help inform key design decisions concerning building systems to align water reduction outcomes with the project budget.
- Life Cycle Cost Analysis Report – The various energy and water conservation measures selected for more detailed financial analysis will be included with first, operating and life cycle cost (i.e. quantitative information) along with qualitative attributes, which will impact system selections such as comfort, acoustics and aesthetics.
- High Performance Building Analysis Report – This is a compilation of all the previous memos and reports issued for a comprehensive summary of the analysis, recommendations and decisions.

Fire Alarm Design Services

FIRE ALARM SYSTEM DESIGN

Performance Plus Documents for fire alarm system (Develop separate Fire Alarm (FA) Drawings for device layouts to code in plan view (initiating, notification and control devices). Coordinate Fire Alarm device layout and location with the project design team members

Technology Design Services

TELECOMMUNICATIONS SYSTEM DESIGN

- Telecommunications Data/Voice Systems Design
 - Integrated telecommunications data/voice distribution design, coordinated and compliant with industry standards and codes, Owner's telecommunications standards and site-specific requirements

- Outside Plant – design cabling to connect the new building to the nearest privately held connection facility or service provider's minimum point of presence through in-grade support structures (duct- banks, vaults, hand-holes etc.)
 - Coordination with Owner telecommunications department or service providers for available services and minimum points of presence
- Telecommunications Room and Space Design
 - Telecommunications service entrance room main point of entry (MPOE)
 - Main and/or building cross connect and distribution frame (MDF/BDF) design
 - Intermediate cross connect and distribution frame (IDF) design
 - Coordination of architectural, power and environmental needs of the technology systems located in the MDF/BDF/IDF spaces
- Building Cabling Systems
 - Backbone communications cabling (i.e. fiber, copper)
 - Horizontal cabling, work area outlets, patch and termination systems, and other passive connectivity
 - Wireless Network Cabling Design (Wi-Fi, IEEE 802.11) to support Owner provided wireless access points
- Cable / Master Antenna (CATV/MATV) or Satellite (SMATV) Television Distribution Systems
- Backbox rough-in, conduit raceways, cable trays and other support and pathway systems to support all building technology systems specified herein.

TWO-WAY COMMUNICATIONS SYSTEM DESIGN

- First Responder Emergency Broadcast Distribution Systems
 - Performance-based system documentation and horizontal pathway design for a Code-compliant public safety radio repeater design/build system
 - Distributed antenna (DAS) or other Code-compliant system basis
 - Coordinate requirements with Authority Having Jurisdiction (AHJ)
- Public Carrier Cellular Broadcast Distribution Systems
 - Performance-based system documentation and horizontal pathway design for a design/build system
 - Distributed antenna (DAS), Small Cell or other carrier-compliant system basis
 - Coordinate requirements with desired carriers
- Other Two-Way Communications Systems
 - Building entrance intercom systems
 - Code-compliant area of refuge/rescue command unit and call stations
 - Emergency "blue light" telephones

AUDIOVISUAL SYSTEM DESIGN

- Presentation and conferencing systems
 - Multi-media presentation systems, including display and sound systems, video conferencing, switching, distribution and control systems
 - Provide up to three (3) unique designs for technology-enabled classroom, lab and conference spaces
 -
- Background/foreground music systems
- Public address systems
- Digital signage systems
- Room scheduling systems
- Sound masking systems
- Equipment support and space allocation design and coordination
- Coordination of architectural, power, cooling and structural needs of audiovisual system

components

ELECTRONIC SAFETY AND SECURITY SYSTEM DESIGN

- Video Surveillance Systems
 - Fixed and PTZ camera specification
 - Cabling and distribution system
 - Headend management, monitoring, and archival system
- Physical Access Control Systems
 - End device sensor and alarm specification
 - Cabling and distribution system
 - Headend management and monitoring system
 - Door Hardware Coordination (Div. 8)
- Intrusion Detection Systems
 - End device sensor and alarm specification
 - Cabling and distribution system
 - Headend management and monitoring system
- Mass Notification/Emergency Communications Systems

LEED Certification Support Services

LEED ASSUMPTIONS

- LEED NC v4 is the certification standard.
- The architect or a separate consultant will be the LEED certification champion.
- The Revit model will include enough detail for material and quantity take-offs to be used for the Life Cycle Assessment.

LEED TRACKING AND DOCUMENTATION

- Attend LEED credit review and strategy meetings.
- Track the progress of mechanical/electrical design elements in relation to the USGBC LEED rating system.

LEED TRACKING AND DOCUMENTATION

- Attend LEED credit review and strategy meetings.
- Track the progress of mechanical/electrical design elements in relation to the USGBC LEED rating system.
- Prepare mechanical/electrical documentation for the formal LEED application including specific Prerequisites and Credits.

Herrera

Herrera's work will include preliminary civil investigations such as identifying points of connection for utilities refining the project site limits, setting floor elevations, determining setbacks and coordinating site water management strategies. We will contact entities providing utility services to the project, develop schematic site plan and prepare drawings with an outline narrative showing technical site engineering and storm water detention. Our documents will identify site features with a focus on hardscape and we will prepare a preliminary site grading strategy. During this phase we will start preliminary coordination with MEP/FP, verify site utilities and prepare a preliminary underground utilities plan once we verify that survey and existing conditions information is sufficient. Deliverables for this phase are listed below.

Subtasks and activities during this phase include:

- Attend workshops and work sessions when required with stakeholders and COR
- Develop Schematic Civil Engineering Design
- LEED Design and Documentation

Deliverables:

- List of Specification Sections to be produced and include in project narrative
- Schematic Civil Engineering Cost Estimate
- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative
- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Narrative

Groundswell

At the start of the phase Groundswell will meeting with Opsis and the City of Redmond to review goals of the Schematic Design phase, discuss budget, schedule and establish project timetable, permitting and entitlement milestones and deliverables. We plan to participate in one workshop Conduct Workshop, attend the Sustainability Charette, and coordinate our effort though MS Teams meetings with design team. We will assist team in preparing LEED documentation package relevant to Groundswell's scope of work. We will produce both 80% and 100% Schematic Design Phase documents, assist Opsis | JA with entitlement submittal and Prepare a rendered site plan.

Subtasks and activities during this phase include:

- Attend kickoff meeting with Opsis and the City of Redmond to review goals of the 30%
- Schematic Design phase, discuss budget, schedule and establish project timetable, permitting and entitlement milestones and deliverables.
- Conduct Workshop No. 6 with Opsis, design team and client.
- Attend one (1) Sustainability Charette.
- Attend four (4) conference calls with design team to coordinate our efforts.
- Assist team in preparing LEED documentation package relevant to Groundswell's scope of work. The LEED sections that Groundswell will be responsible for assisting with will include:
 - Bicycle Facilities
 - Protect and Restore Habitat
 - Open Space
 - Rainwater Management
 - Outdoor Water Use Reduction
 - Heat Island Reduction
- Conduct Workshop No. 7 with Opsis, design team and client.
- Advance 80% Schematic Design Phase documents for internal coordination and initial cost estimate. Deliverables include:
 - Tree Protection Plan
 - Grading Plan
 - Layout Plans
 - Materials Plan
 - Soil Preparation Plan
 - Irrigation Conceptual Zone Plans (includes point of connection, mainline routing, and irrigation valve locations)
 - Planting Area Plans noting plant types (i.e. tree, shrub, and groundcover), not specific plant species.

- Specifications in CSI outline format
- Review cost estimate prepared by DCW.
- Facilitate Value Engineering efforts based on the 80% cost estimate, if necessary, to bring project into budget goals.
- Meet with Opsis and City of Redmond to review 80% Design Development Submittal and receive approval to proceed.
- Assist Opsis with Entitlement submittal including:
 - Attend pre-application meeting with City Officials.
 - Assist team in preparing initial submission and design narrative.
 - Update submission to indicate final design solutions.
- Prepare one (1) rendered site plan and assist Opsis with one (1) perspective renderings.
- Attend one (1) review meeting with Opsis and design team to coordinate our efforts and advance Schematic Design Drawings.
- Develop and submit 100% Schematic Design Phase Drawings. Deliverables include:
 - Tree Protection Plan
 - Grading Plan
 - Layout Plans
 - Materials Plan
 - Soil Preparation Plan
 - Irrigation Conceptual Zone Plans (includes point of connection, mainline routing, and irrigation valve locations)
 - Planting Area Plans noting plant types (i.e. tree, shrub, and groundcover), not specific plant species.
 - Develop SD narrative
- Meet with the City of Redmond to review the Schematic Design Submittal and receive approval to proceed with Design Development.
- Conduct Open House #3 with the Redmond Community. We will present our 100% Schematic Design Plan and relevant materials, plant palettes and precedent imagery.

Deliverables:

- Irrigation Conceptual Zone Plans (includes point of connection, mainline routing, and irrigation valve locations)
- Planting Area Plans noting plant types (i.e. tree, shrub, and groundcover), not specific plant species.
- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative
- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Narrative

LittleFish Lighting

LittleFish Lighting, Inc. (LFL) will act as the lighting designer of record and lead the lighting design effort. Design support, production and calculation assistance, and other specialty tasks, may be provided by sub-consultants to LittleFish Lighting, as needed. LFL will provide schematic lighting design for, Exterior vehicular approach, Surface parking lighting, Pedestrian pathway lighting, Main building exterior lighting, Interior lighting of programmed spaces, Interior circulation spaces, Outdoor amenity lighting for hardscaped areas and Sammamish trail connection

Subtasks and activities during this phase include:

- Schematic Design Kick-off meeting
 - Review selected concept design. Assumed to be via electronic means, at this time.

- Lighting specific meetings with design team. (Six Total)
- Review and understanding of preliminary architectural and landscape design, and owner project requirements.
- Conduct preliminary studies and analysis of requirements.
- Make recommendations for efficient lighting systems based on past experience and analysis studies.
- Coordinate with design team members.

Deliverables:

- Schematic Design Narrative laying out lighting needs, requirements, concept and strategy
- Marked up PDFs provided by Architect/Landscape Architect showing initial lighting locations
- 80% Schematic Design Phase Drawings
- 80% Schematic Design Phase Narrative
- 100% Schematic Design Phase Drawings
- 100% Schematic Design Phase Narrative

Stantec

The following architectural acoustics and mechanical system noise and vibration control scope is included in this Proposal:

Architectural Acoustics is the creation of a desired interior acoustical atmosphere, or the control of sound transmission between adjacent rooms or spaces. For interior acoustic issues, we will prepare preliminary and final acoustical designs relating to surface treatments. For sound transmission between adjacent spaces, we will recommend appropriate wall, ceiling, window, and opening types to provide the necessary acoustic separation, and will provide details of construction (wall joints, connections, penetrations, caulking, etc.) coordinated with applicable design disciplines to integrate acoustical remediation where and as required for desired acoustical performance.

Mechanical System Noise and Vibration Control addresses (a) Duct-borne noise which is created predominantly by fans and travels through ductwork into occupied spaces; (b) Airborne noise which radiates from the mechanical space into surrounding occupied areas; and (c) Structure-borne noise which is induced by vibration of the mechanical equipment and is perceived as noise in surrounding spaces. We will define the acceptable mechanical noise for each occupied room based upon generally accepted criteria; calculate expected noise levels from information provided in the mechanical design documents and by communication with the mechanical systems' designers as design progresses; and provide recommendations, details and specifications as required to reduce noise and vibration produced by the systems to appropriate performance criteria

Subtasks and activities during this phase include:

- Discuss project's acoustical goals and establish and coordinate acoustical criteria to achieve the project's goals.
- Develop a narrative describing Acoustical design criteria, preliminary architectural acoustics design concepts, and early consideration for the mechanical system noise and vibration control.
- Attend virtual meetings as needed to coordinate the design
- Provide plan mark-ups to the design team for incorporation in the schematic design drawings.

Deliverables:

- Acoustical design criteria narrative
- Acoustical design criteria drawing mark-ups

Halliday Associates

HA will provide Food Service Design for the Redmond Senior and Community Center Project. They will assist the design team in layout, space requirements and equipment selection for a catering kitchen. They will work with the consultant team to coordinate equipment requirements with mechanical, electrical and plumbing scopes.

Subtasks and activities during this phase include:

- Develop conceptual design plans from dimensioned architectural plan furnished by Opsis.
- Provide Food Service narrative.
- Prepare preliminary cost estimate.
- Prepare preliminary Food Service specification.

Deliverables:

- Kitchen layouts with equipment and storage requirements
- Food service cost estimate for incorporation in project cost estimate
- Preliminary Food Service specification for inclusion with project narrative

Code Unlimited

Code Unlimited will provide support for code compliance requirements for the site and building program areas for the Schematic Design phase.

Subtasks and activities during this phase include:

- Attend one (1) kickoff meeting with the Design Team to establish compliance framework and streamline code compliance and documentation for the project.
- Provide Fire & Life Safety review of 50% Schematic Design drawings and provide mark-ups on the drawings in PDF format. This may include code clarifications and indicating areas of deficiencies, concern, or need for verification.
- Provide memo for the Feasibility Study Analysis of construction type using mass timber and occupancy separation for the different building programs.
- Attend one (1) meeting with the Design Team to review drawing mark-ups and identify key issues.
- Provide up to four (4) hours of addressing questions from the Design Team, including time for research and discussion on potential strategies for alternate compliance paths.
- Questions will be addressed in written format for clarity

Deliverables:

- Provide one (1) Fire & Life Safety review of 50% Schematic Design drawings and provide mark-ups on the drawings in PDF format. This may include code clarifications and indicating areas of deficiencies, concern, or need for verification.
- Provide one (1) memo for the Feasibility Study Analysis of construction type using mass timber and occupancy separation for the different building programs.

DCW

DCW will provide a probable construction cost estimate during Schematic Design including all elements as necessary for a complete cost estimate. The cost estimate will be prepared in Uniformat II

component format. A final revision to the construction cost estimate will be provided after review and commentary by the design team and COR. DCW will provide ongoing cost advice throughout the design period to evaluate alternative designs, materials and methods of construction. If required DCW will prepare a reconciliation comparative report identifying anomalies. Reconcile design cost with the contractor in virtual meetings to achieve maximum 5% cost difference and identify project risks during reconciliation and update risk register in order to prepare a final reconciliation report.

Subtasks and activities during this phase include:

- Prepare an opinion of probable construction costs
- Cost estimate will be prepared in Uniformat II component format.
- Prepare a final revision to the opinion of probable construction cost
- Provide ongoing cost advice
- Prepare a reconciliation comparative report
- Reconcile design cost with the contractor
- Identify project risks during reconciliation

Deliverables:

- 80% Schematic Design Phase opinion of probable construction costs
- Final revision to the opinion of probable construction costs
- Prepare a final reconciliation report (if required)

SITE INVESTIGATIONS AND ENVIRONMENTAL PERMITTING

The Geotechnical Report will be initiated with mobilization and drilling at the start of the project. The report will be completed during the concept design phase with the findings incorporated into the project concept design. Information from the completed study will be incorporated into the final concept design. Site Survey and Environmental Study with verification of the Critical Area Buffer delineation and potential mitigation strategies will be initiated during the first month of the project. These surveys will provide a baseline for the building layout, environmental planning, and City of Redmond entitlements. The Parking Study will be initiated during the space programming phase and may include a larger view of the available campus-wide parking resources as part of the need analysis.

Herrera

Herrera will work with the design team and COR to Provide background data and research to assist in the environmental permitting of the project.

Subtasks and activities during this phase include:

- Background data research
- Field Work: Flag Ordinary High-Water Mark & wetlands reconnaissance

Deliverables:

- Sketch/GIS drawings of OHWM flagging for survey information and Survey QA/QC
- Draft Critical Areas Report & Mitigation, Concept design and cost estimate
- SEPA @ Concept Design
- Permitting Narrative and Figures (JARPA form)

- Permitting Pre-application Meeting

Johnston Architects

JJA will, with the rest of the design team and the City of Redmond Planning Department, strategize methods of truncating the entitlements process to reduce risk to the schedule and to build back quickly such an important missing piece of the Redmond community.

Subtasks and activities during this phase include:

- PREP and Pre-App Conference (2)
- Technical Committee review of proposed permitting and entitlement strategy
- Neighborhood Meetings (anticipated)
- Land Use Plan Set Development and review
- Land Use application
- Design Review board meetings (2)
- Consultant coordination – Primarily landscape and civil
- Fire Marshal meeting (2)

Deliverables:

- Land Use Plan Set
- Land Use application

AESI Engineering

We propose to evaluate subsurface conditions by means of approximately two exploration borings and two Cone Penetration Tests (CPTs) performed at strategic locations around the proposed building footprint, using a truck-mounted or track-mounted drilling rig operated by a subcontractor. Each exploration will be advanced to a depth ranging from about 30 to 50 feet below surface grades, depending on the specific location and soils encountered. An Associated Earth Sciences, Inc. (AESI) geologist or engineer will continuously observe the drilling operations, log the subsurface conditions, and collect representative soil samples. Geotechnical samples will be obtained at 2.5- to 5-foot-depth intervals using Standard Penetration Test (SPT) procedures.

After completion of drilling and logging, each exploration borehole will be backfilled with bentonite, and the surface will be patched with concrete or asphalt to match the existing surface. No additional restoration is included in this proposal. All drill cuttings will be left onsite in landscaping areas or other inconspicuous locations acceptable to the property owners.

Subtasks and activities during this phase include:

- Long-term monitoring of groundwater levels below the site
- Install a monitoring well in one of our boreholes consisting of a 2-inch-diameter plastic pipe with a slotted section and sand backfill near the bottom.
- Flush-mount steel monument and lock will be placed over the well head for protection.
- Monitoring well will provide information related to future site excavations

- Can also be used by project team members for dewatering design, building envelope design, Critical Aquifer Recharge Area (CARA) studies, or other purposes. Our scope will include one groundwater measurement several days after drilling and the installation of a data logger. The data logger will provide continuous water level data and can be downloaded on a monthly basis throughout the winter to determine the high-water level in the wet season.
- One-call utility locate request to mark publicly owned on-site utilities. It should be noted that any privately-owned underground utilities at the site will not be marked by the public locating service.
- Contract with private utility locating service to supplement the public locate. Private utility locating services can mark electrically conductive utilities, such as power lines, steel water and gas lines, and plastic pipes with clearly visible trace wires.
- Request as-built plans or other information regarding existing pipes, drainfields, underground storage tanks (USTs), and/or vaults. This information will greatly reduce—but not necessarily eliminate—the likelihood of damage. The design team shall not be responsible for damage to buried utilities that are not marked on the ground prior to our work, or not shown on as-built plans provided to us.
- Selected soil samples for in-house geotechnical laboratory for testing.
 - scope of work will include up to four grain-size (sieve) tests and moisture content tests, as deemed appropriate. Tests will allow for preliminary characterization of the soil's structural fill potential and infiltration potential.
- Analyze all data and provide a geotechnical report that presents findings, measurements, conclusions
- Provide recommendations.

Deliverables:

- A site plan showing our subsurface explorations in relation to existing and/or proposed features;
- Interpretive exploration logs and laboratory test results;
- Discussion of subsurface soil and groundwater conditions;
- Summary of inferred geologic hazards and recommended mitigations, including an assessment of seismic liquefaction potential;
- Interpreted seismic soil profile based on the 2018 *International Building Code* (IBC);
- Preliminary assessment of soil infiltration feasibility based on grain-size distribution;
- General site preparation recommendations;
- Wet weather considerations for site earthwork;
- Structural fill recommendations, including potential use of on-site soils as structural fill;
- Recommendations for footing or mat foundation support (if appropriate), including subgrade preparation, minimum footing dimensions, allowable bearing capacities, and estimated settlements;
- Preliminary recommendations for deep foundation support (if warranted), including suitable pile types, typical bearing capacities, and estimated settlements;
- Recommendations for a slab-on-grade basement floor;
- Recommendations for site and building drainage;
- Recommendations for additional exploration or testing, if warranted.

Global Transportation

The expansion of the Redmond Senior and Community Center will need to address additional parking demand that will be associated with the proposed improvements. GTEng will conduct an existing parking inventory. The inventory will be conducted on a campus wide basis and will separate out the areas anticipated to be utilized by the proposed Senior Center which includes the Senior Center Lot, parking

structure and transit lot. The limits of the study are confined to the municipal campus and does not include parking that may be within the public right-of-way (on-street). The Campus existing inventory will be graphically represented and summarized in an existing inventory document for City and Stakeholder review. Study scope will include estimating existing parking utilization for the Senior Center Lot, parking structure and transit lot. This will be based on the City's existing parking code, available parking data and studies the City may have available, and ITE parking data. This evaluation does not include actual field counts due to the current health crisis. The study will identify anticipated peak parking periods based on published data.

Subtasks and activities during this phase include:

- Stakeholder Meeting – A stakeholder meeting will be held at the beginning of the project to identify existing parking needs, concerns and to identify project limits. GTEng will coordinate with the City in advance to identify stakeholders to be part of the meeting.
- Advisory Committee Meetings – Up to two advisory committee meetings will be held to review existing parking analysis and proposed future parking needs. These meetings will be held virtually with the design team and City staff. The intent of these meetings is to ensure GTEng and the City has a good understanding of the existing parking inventory, needs and concerns and that stakeholders are informed and in agreement on future parking needs. The meeting will help form the content of the parking study. Each meeting is estimated at two hours.
- The existing inventory will be validated via an on-site field visit.
 - Number of Spaces
 - Parking Restrictions
 - Private vs Public
 - Structure vs Lot
 - Disabled Parking
 - Type of Parking (i.e. parallel, diagonal, head-in)
 - Perceived issues and safety concerns with intersections and pedestrian crossings
- Estimate existing parking utilization for the Senior Center Lot, parking structure and transit lot.
- Coordinate the methodology that will be used to develop the existing conditions with the City and Stakeholders to ensure there is agreement
- The existing Senior Center Lot Parking Generation will be summarized in an occupancy study document for City and Stakeholder review.
- Coordinate the methodology that will be used to develop the existing conditions with the City and Stakeholders to ensure there is agreement. Develop methodology memo to document the process.
- Summarize Senior Center Lot Parking Generation in an occupancy study document for City and Stakeholder review.
- Document comments received to be included in a summary report
- Develop future parking demand for the Senior Center Downtown Area.
- Parking demand based on land use and gross square footage of buildings for the Senior Center expansion
 - Number of parking stalls needed per 1,000 square feet of building, ITE Parking Generation Manual and City Parking Code.
 - Summarize future parking demand for review by City and Stakeholders.
- Identify current parking management practices in use on the Campus and future parking management strategies the City may consider for discussion.
- Conduct campus wide evaluation of parking lot wayfinding signing.
- Evaluate wayfinding improvements for motorists to better locate the appropriate lot that is associated with the activity or building they are visiting. This will help in improving parking efficiencies. The parking wayfinding evaluation will be graphical in nature.
- Summarize parking management strategies for City and Stakeholder review.
- Summarize the tasks listed deliverables listed into final Parking Strategy Report.

- Report will include the deliverables from each task identified plus resolution of comments received from stakeholders.
- Provide a draft study to the City and Project team for a final review. Comments received on the draft document will be incorporated into the final Parking Strategy Report.

Deliverables:

- Coordination and attendance at up to three meetings
- Meeting agendas
- Meeting minutes
- Draft Inventory Figure
- Draft Existing Inventory Document
- Methodology Memorandum
- Draft Occupancy Study Document in electronic format
- Draft Parking Management Study Document in electronic format
- Draft Parking Strategy Report in electronic format
- Final Parking Strategy Report in electronic and hardcopy

True North Land Surveying

Provide signed and stamped boundary and topo survey that will show all surface features and below grade utilities typical for a site design. Survey will include finished floor elevations and elevations at primary building entrances within the survey limits including the Redmond Police Station, City Hall and parking structure.

Subtasks and activities during this phase include:

- Location of the next upstream and downstream sewer manhole(s) and inverts beyond the survey limits shown for all sewer and storm lines.
- Ramps and their respective slopes.
- Location of overhead or underground utility service lines to the building(s).
- Location of any rock outcroppings.
- Perimeter outline of thickly wooded areas including shrub, brush and understory areas.
- Locate curb cuts, driveway locations and provide spot elevations. Include top and bottom of curb elevations at curb cuts, as well as centerline elevations.
- Informal paths, walls and seating areas
- Character and location of walls, building, fences, visible utility structures, or other visible improvements within 5-feet of the property boundaries.
- Spot elevations on paving or hard surfaces to the nearest 0.01-foot, on other surfaces to the nearest 0.10-foot.
- Spot elevations on a 25-foot grid, on pedestrian surfaces, within survey limits.
- Spot elevations at all steps and walls (top of step, bottom of step, top of wall bottom of wall) and changes in pavement surfacing.
- Spot elevations at all pavement corners when there's a change in direction.
- 1' contour interval within the survey limits and to at least 5' beyond limits. Show location of all visible structures (e.g., fences, walls, walkways, bridges, driveways, etc.), paving, and other improvements within the survey limits.
- Illustrate score joints within pedestrian paving areas south of the Senior Community Center.
- Accurately differentiate all pavement types (concrete, asphalt, etc).
- Water surface elevation and date of measurement of any body of water within the survey limits.
- Perimeter outline of thickly wooded areas including shrub, brush and understory areas.

- Location of 6-inch diameter and over trees, stumps, snags, and downed logs (measured 4.5 feet above the ground)
- Provide common name of tree. Conifer and Deciduous
- Provide diameter of tree trunk at 4.5 feet above the ground.
- Provide spot elevation at base of tree.
- Location of tree drip-line for all identified trees within the survey limits.
- Sammamish River Ordinary High Water Mark flags by Herrera and current edge of water

Deliverables:

- Electronic files:
 - AutoCAD DWG file (version 2019 preferred) using AIA layering standard
 - ASCII Point file
 - LandXML of the existing grade surface
- 30" x 42" stamped PDF sheet(s) on Project title block provided by Architect
 - Datum:
 - Horizontal: Washington State Plan North, NAD 83 (91-Ham) Coordinate System
 - Locate project in the City of Redmond's vertical datum (NAVD 88) and tie the project to two
 - (2) City of Redmond Vertical Control Datum benchmarks
- Provide legend of all symbols and abbreviations used.
- Locate and show north arrow on drawing.
- Show legend of all symbols and abbreviations used.

PROJECT WEBSITE

Envirolssues

Digital engagement will play a prominent role from 2021 through opening day and beyond. A robust project website, separate from materials on the city's main website, will provide timely and useful information to the public, support tools for input (such as embedded poll questions), and offer a platform for drawings and design files to be seen and understood by stakeholders.

This task will recommend and develop an easy-to-use site navigation structure and include ongoing site maintenance for the during of the project.

Other assumptions:

- If the website will be transferred to the city at some point in the future, Wordpress is the recommended platform (otherwise, Orchard)
- Project website will be in English, with Google Translate
- Purchase of a two-year domain license
- Current branding and logo for Redmond's Community Centers will be used, with some minor tweaks to icons and tagline if necessary
- Approved content provided by city staff and Opsis before design work begins
- Bi-monthly uploads; "on-demand" or same-day uploads will be assessed depending on staff availability before close of business

Subtasks and activities during this phase include:

- Design and set up
 - Wireframe set up of new site, acquiring domain name license

- Web content
 - Coordination with City and Opsis for original content, images
- Accessibility
 - Accessibility checks for those who are visually impaired
- Launch
 - Testing, QC and launch
- Ongoing maintenance
 - Regular uploads of new materials

Deliverables:

- Hosting of project website
- Inventory of PDF files posted to the site

PROJECT SCHEDULE

We have developed a Programming | Concept Design and Schematic Design Schedule as well as a preliminary overall Project Schedule that is included at the end of the scope of work. The Programming | Concept Design and Schematic Design Schedule is based on a high level of community engagement with the Project Stakeholder Group, other project stakeholders ranging from seniors to teens, culturally diverse groups, and the underserved.

Design Team Introduction Meeting (Dec 14)

- Introduce Design Team
- Review Project schedule / process

COR Meeting 3

COR Meeting 4

Space Programming / Concept Design

SG Kick-off / Workshop-1 (Jan 11)

- Discuss project goals and guiding principles
- Review preliminary space program options
- Discuss cost recovery goals
- Review site and parking analysis

COR Meeting 5

COR Meeting 6

SG Workshop-2 (Jan 25)

- Review refined program options
- Review cost model and cost recovery
- Review preliminary concept options

COR Meeting 7

COR Meeting 8

SAC Update (Jan 26)

Parks & Trails Commission (Feb 4)

Arts & Culture Commission (Feb 11)

SAC Update (Feb 23)

Virtual Open House (Feb 24)

SG Workshop-3 (Mar 1)

- Review final space program & cost recovery
- Review refined concept design options
- Review preliminary building massing

COR Mtg-9
COR Mtg-10

Parks & Trails Commission (March 4)
City Council study session/briefing (March 9)
Arts & Culture Commission (March 11)

SG Workshop-4 (March 22)

- Review refined select concept options
- Review refined building massing
- Select preferred concept design

COR Mtg-11
COR Mtg-12

Cost Estimate (March 22-April 2)
Cost Reconciliation / Project Review (April 5-9)

SAC Update (Mar 23)
Virtual Open House (Mar 24)
Parks & Trails Commission (April 1)
Arts & Culture Commission (April 8)
City Council Update (April 20)

Schematic Design Sustainability Charette

- Establish energy usage goals
- Establish renewable material usage goals

SG Workshop-5 (April 26)

- Review schematic design cost estimate
- Review SD schedule and process
- Review design refinements

COR Mtg-13
COR Mtg-14

SAC Update (April 27)
Parks & Trails Commission (May 6)
Arts & Culture Commission (May 13)

SG Workshop-6 (May 24)

- Review final space program & cost recovery
- Review refined concept design options
- Review preliminary building massing

COR Mtg-15
COR Mtg-16

SAC Update (May 25)

SG Workshop-7 (June 21)

- Review final schematic design
- Review exterior character / materials
- Review interior character

COR Mtg-15
COR Mtg-16

Cost Estimate (June 21-July 2)
Cost Reconciliation / Project Review (July 5-19)

SAC Update (June 22)
Parks & Trails Commission (July 1)
Arts & Culture Commission (July 8)
City Council Update / Approval (July 27)

FEE

Proposed fee for the Programming, Concept Design and Schematic Design phase of the Redmond Senior and Community Center are include in (Exhibit D) Consultant Fee Determination. The fees includes labor rates for 2021 and the design team expects the opportunity to review and raise labor rates for 2022 and beyond.

Please feel free to reach to me or Chris Roberts if you have any questions. We look forward to working with you on this signature “quality of life” facility for Redmond’s seniors and the greater community.

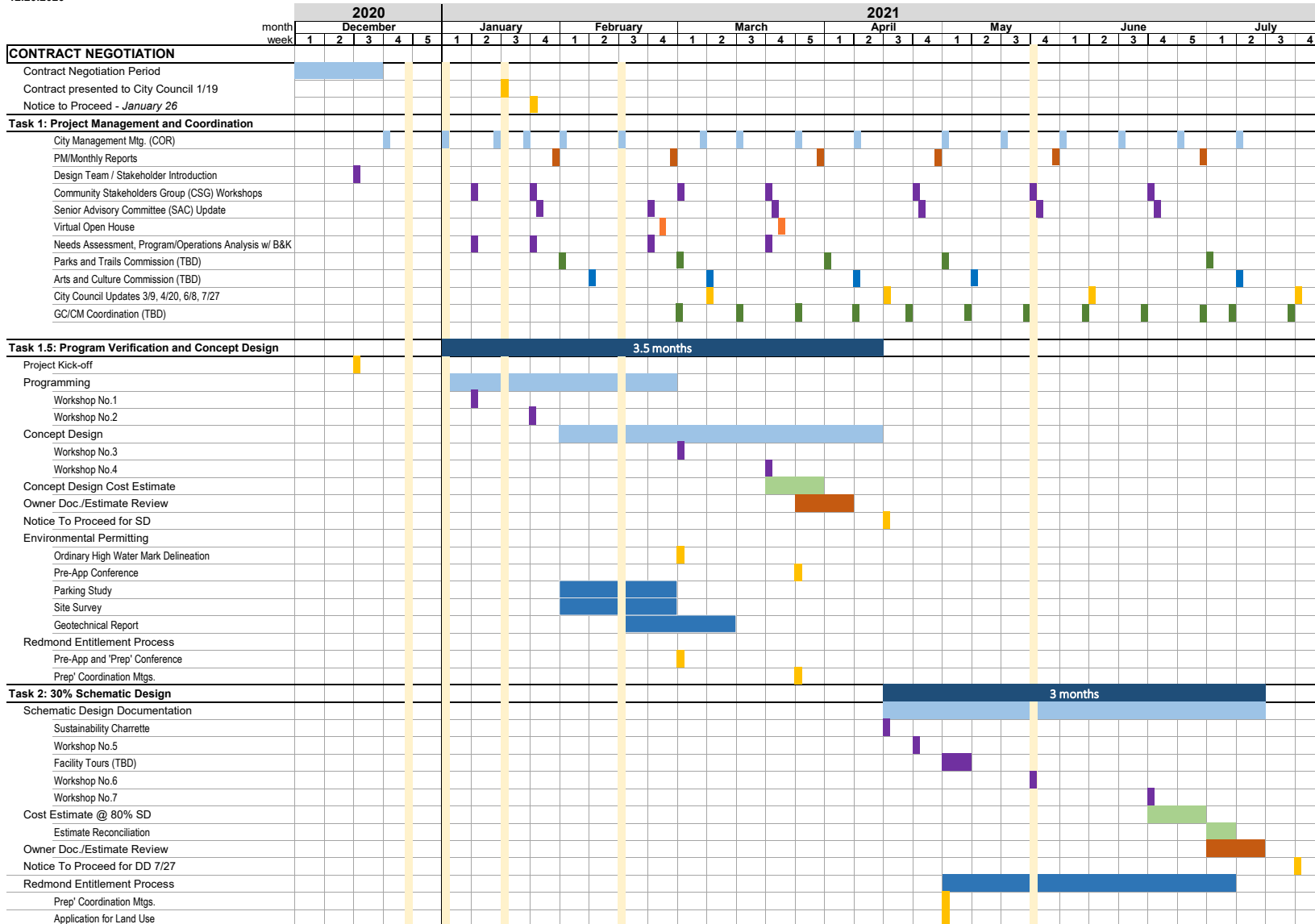
Sincerely,



James G. Kalvelage, Partner, FAIA, LEED AP BD+C
Opsis Architecture, LLP

REDMOND SENIOR COMMUNITY CENTER PROGRAMMING | CONCEPT DESIGN & SCHEMATIC DESIGN SCHEDULE

12.20.2020



**City of Redmond Holidays [Yellow Box]
 **SAC Meets 4th Tuesday of every month

[illegible]

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 B: DBE Participaton & SBE Plan

Redmond Senior Center Disadvantaged/Small Business Enterprise Participation Plan

In order to meet the City of Redmond voluntary SBE goal amount of ten percent, Opsis has included a number of certified disadvantaged businesses on our proposed team. These are:

Role	Firm	Cert.
Structural Engineer	Lund Opsahl	DBE/WBE
Traffic Engineer	Global Transportation Engineering	DBE/M/WBE
Lighting	LittleFish Lighting	M/WBE
Wayfinding / Signage	Mayer/Reed	WBE
Cost Estimating	DCW Cost Managment	WBE
Public Engagement	EnviroIssues	DBE/WBE

Per our estimate for labor hours in the main body of the proposal, this team's share of work easily exceeds the ten percent minimum goal set by the City of Redmond.

Continued Outreach

Opsis is guided by the following outreach activities to secure the services of MWESB-certified businesses to work with us, as members of the architectural, planning and engineering teams:

- Monitor and use the Washington State Office for Minority and Women's Business Enterprises existing directory and monthly update of newly certified firms, when considering adding qualified firms for subconsulting opportunities; as well as lists developed by other municipalities and agencies where we do business.
- Educate business development and professional staff on how to foster the engagement of MWESB-certified firms in the pursuit of projects.
- Participate in seminars and outreach events oriented toward identifying MWESB-certified firms and encouraging their participation in projects; to share practices with partner organizations and solicit new teaming partners.

With MEP and Structural Engineering, we often team with larger firms, who then subcontract that work with MWESB-certified consulting firms. In lieu of relegating lesser and siloed tasks to this contracted work, we invite member(s) of those firms to physically co-locate within the larger MEP or Structural Engineering offices; working hand-in-hand with them on a wide variety of engineering tasks for the entirety of the project. For your project, we may request that PAE will work with Whole Building Solutions, Samata Consulting Engineers or other local certified firms on MEP scope, for example.

Design and Bidding Considerations

Opsis is very familiar with the capabilities of smaller firms in the construction market and the available trades and specific building systems that can be packaged in construction sub-bids to encourage small firm participation. We will work closely with the selected GC/CM to maximize opportunities for participation, drawing upon the GC/CM's knowledge of the Redmond construction climate.

On a recent set of projects for Columbia Gorge Community College in The Dalles area, for example, Opsis designed primarily with wood structures that allowed for a wide range of local sub-contractors to participate in the work. For the Richland City Hall project, we worked with local sub-contractors to develop an economical precast panel cladding for the building based on the trade skills of local suppliers.

Working with both the Owner's Representative and the GC/CM, we will initiate programs to inform and educate the local contractor base well in advance of the bid dates to provide them the opportunity of time to plan for upcoming projects and actively encourage them to bid on the projects. The recent rapid growth of Redmond, proximity to Seattle and changing market conditions have greatly increased the capacity and skill base of the region for larger projects like the Redmond Senior Center.

We recommend the GC/CM and design team engage with state and local agencies to establish a project-specific construction contractor outreach plan, including the entities listed below. In this time of pandemic/economic uncertainty, we recognize that specialized resources may be needed and best found through a consortium of organizations offering business and financial resources to disadvantaged contracting businesses.

Outreach contact points include:

- OneRedmond
- Washington Procurement Technical Assistance Center (PTAC)
- National Association of Minority Contractors (NAMC)
- Northwest Mountain Minority Supplier Development Council (NMSDC)
- Seattle Community Capital Development
- Washington State Small Business Development Centers

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
Civil 3D
Other cad products as required

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Autocad
Revit

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

N/A

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

Revit for coordination with GC/CM
PDF

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

Record Drawings

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

email
sharepoint

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

email

C. File Transfers Format

varies

Exhibit D
Prime Consultant Cost Computations

Exhibit D**Consultant Fee Determination**

Project Name: Redmond Senior & Community Center
Project Number: 50022024.05.01.02
Consultant: Opsis Architecture

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 200%	Fee (Profit) 26%	Total Hourly Rate	Total
Partner/Senior Designer	240	\$ 81.00	\$162.00	\$20.70	\$264	\$63,287
Project Manager	372	\$ 63.00	\$126.00	\$16.10	\$205	\$76,296
Project Architect	580	\$ 54.00	\$108.00	\$13.80	\$176	\$101,962
Architect 5/6	515	\$ 43.00	\$86.00	\$10.99	\$140	\$72,093
Architect 4	610	\$ 40.00	\$80.00	\$10.22	\$130	\$79,434
Interior Designer	128	\$ 30.00	\$60.00	\$7.67	\$98	\$12,501
Sustainability Coordinator	90	\$ 45.00	\$90.00	\$11.50	\$146	\$13,185
Project Assistant	160	\$ 30.00	\$60.00	\$7.67	\$97.67	\$15,626
Total Hours 2,695						Subtotal: \$434,385
REIMBURSABLES						
Mileage						\$270
Reproduction (copies, plots, etc.)						\$1,000
Miscellaneous						\$200
Subtotal:						\$1,470
SUBCONSULTANT COSTS (See Exhibit E)						
Johnston Architects						\$84,848
Lund Opsahl						\$61,182
PAE						\$120,422
Herrerra						\$85,574
Groundswell						\$63,490
EnviroIssues						\$187,156
Ballard*King						\$23,480
LittleFish						\$10,817
Stantec						\$4,625
Halliday Associates						\$1,791
Code Unlimited						\$6,512
DCW						\$18,150
AESI Engineering						\$49,531
True North Land Surveying						\$43,335
Global Transportation Eng.						\$24,376
Subtotal:						\$785,289

Total: \$1,221,144

Contingency: 165,588

GRAND TOTAL: \$1,386,732

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 Senior & Community Center
Project Number: 50022024.05.01.02
Consultant: Opsis Architecture

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

Subconsultant	Work Description	Amount
Johnston Architects	Associate Arch . & Land Use Planning	\$84,848
Lund Opsahl	Structural Engineering	\$61,182
PAE	MEP, FP, LV, AV, Energy Modeling	\$120,422
Herrerra	Civil	\$85,574
Groundswell	Landscape	\$63,490
EnviroIssues	Community Outreach	\$187,156
Ballard*King	Operational Planning	\$23,480
LittleFish	Lighting	\$10,817
Stantec	Acoustics	\$4,625
Halliday Associates	Food Service	\$1,791
Code Unlimited	Code Review	\$6,512
DCW	Cost Estimate	\$18,150
AESI Engineering	Cost Estimate	\$49,531
True North Land Surveying	Cost Estimate	\$43,335
Global Transportation Eng.	Cost Estimate	\$24,376
Total:		\$785,289

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 City of Redmond
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

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

Opsis Architecture LLP

whose address is

920 NW 17th Ave Portland OR 97209

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 Washington State Dept of Transportation

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.

Opsis Architecture, LLP

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, 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.

Opsis Architecture, LLP

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.

Opsis Architecture, LLP

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 Redmond Senior and Community Center * 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: Opsis Architecture, LLP

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