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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 3131 Elliott Ave., Suite 400 Seattle, WA 98121	Federal Aid Number
UBI Number 601-248-468	Federal TIN 91-1477622
Execution Date	Completion Date December 31, 2022
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title 90th Street Preservation Project	
Description of Work Provide design services for the preservation/Improvements of 90th Street, between Willows Road and Redmond Woodinville Road.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Total Amount Authorized: $354,277.00 Management Reserve: $35,500.00 Maximum Amount Payable: $389,777.00

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Redmond, 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: Bassam Al-Ali
Agency: City of Redmond
Address: 15670 NE 85th St
City: Redmond State: WA Zip: 98052
Email: BAL-ALI@redmond.gov
Phone: 425-556-2743
Facsimile:

If to CONSULTANT:
Name: Sessyle Asato
Agency: KPG, P.S.
Address: 3131 Elliott Ave., Suite 400
City: Seattle State: WA Zip: 98121
Email: sessyle@kpg.com
Phone: 206-267-1049
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 applicable for the twelve (12) month period.

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

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

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

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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 tie , 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: Bassam Al-Ali

Agency: City of Redmond

Address: 15670 NE 85th St

City: Redmond State: WA Zip: 98052

Email: BAL-ALI@redmond.gov

Phone: 425-556-2743

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, scribblings, 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	4/13/2021 Date
Signature	Date

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

Project No.

See scope of work

EXHIBIT A

CITY OF REDMOND

90TH STREET PRESERVATION PROJECT

PRELIMINARY AND FINAL DESIGN SERVICES

PROJECT NO. 20012026

FEDERAL AID NO. STP(UL)-

SCOPE OF WORK

MARCH 31, 2021

A. PROJECT DESCRIPTION / BACKGROUND

90th Street primarily consists of an asphalt roadway between Willows Road and Redmond Woodinville Road. The roadway generally consists of 3-4 vehicle lanes and bicycle lanes. The asphalt has aged to varying degrees of deterioration and needs rehabilitation. Several ADA curb ramps and associated APS will require upgrade to current ADA standards. The 90th Street bridge links the east and west side of the street over the Sammamish River. Resurfacing of the bridge is not part of the scope of this project.

This project has federal funds (STP) for both design and construction.

B. ASSUMPTIONS

The following are project assumptions:

- This project will not make changes to the WSDOT owned and City maintained signalized intersection at Redmond Woodinville Road and will not trigger an Intersection Control Evaluation (ICE) of that intersection. The only impact will be in-kind signal loop replacement and during construction, temporary video detection will be provided.
- This project will not impact channelization within the WSDOT ROW and will be exempt from a WSDOT channelization plan. City will confirm with Local Programs prior to on-set of project NTP.
- Impacts to the Willows Rd intersection will be in-kind signal loop replacement.
- Project limits will stop on either side of bridge deck and abutment.
- Design and construction activity shall remain between back of curb to back of curb, except for ADA ramp improvements at intersections.
- Floodplain analysis will not be required as the project will not generate additional fill within the floodplain boundary.
- This project will be exempt per the City's Stormwater Technical Notebook under the definition of a pavement maintenance project.
- This project will be exempt from Shoreline permits.
- This project will not require formal ESA consultation with National Marine Fisheries Services (NMFS) and will apply for an ESA exemption.
- The project will require Right-Of-Way coordination for temporary construction or sidewalk easements.
- Horizontal and vertical datums utilized will be NAD83/2011 and NAVD88 respectively.

- Potholes will be performed by Franchise Utilities and no survey pick-ups at pothole locations will be performed by the Consultant.

C. KPG DELIVERABLES

Deliverables prepared by the Consultant are identified at the end of each task.

D. CITY OF REDMOND PROVIDED ITEMS:

The City of Redmond will provide / prepare the following:

- Traffic Data along the corridor and intersections from 2018-2020.
- Plans and contact information for the 90th St Pond project
- Plans, contract documents, and reports for the 90th St Bridge Construction and Maintenance work.
- Any adjacent development permits, plans, consultations, reports available through public records.
- Submittal reviews, comments, and approvals (one (1) compiled set per submittal)
- As-built plans, GIS maps, or other existing mapping available
- Inadvertent Discovery Plan
- Boiler plate specifications (word format)

E. SCOPE OF WORK

WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

1.1. The Consultant will provide continuous project management for the project duration through the final design phase (estimate 12 months).

1.2. The Consultant will provide continuous management and administration of all subconsultants included in this scope of work.

1.3. The consultant will set-up and facilitate Bi-monthly check-in meeting between KPG, City staff, and subconsultants using Microsoft Teams. (estimate 24 meetings)

1.4. The Consultant will prepare and update the project schedule using Microsoft Project (estimate 2 updates).

1.5. The Consultant will provide quality assurance / quality control (QA/QC) reviews of all work products and ensure the project meets federal guidelines prior to submittal for City review.

Work Element 1 Deliverables:

- *Monthly Progress Reports*
- *Monthly Invoices*
- *Meeting Minutes*
- *Critical Path Project Schedule (PDF)*

- *Consultant Responses to comments documentation at review periods.*

WORK ELEMENT 2 – SURVEY AND BASE MAPPING

2.1. The Consultant will provide mapping work to prepare 1”=20’ topographic base map and digital terrain model (DTM) in AutoCAD Civil 3D format of the project within the limits described below. The base mapping work will include:

- The mapping limits shall be from the crosswalks at 90th St at the Willows Rd intersection to stop bar on 90th St at the Redmond-Woodinville Rd. Mapping shall extend 50 feet up each side street to ensure drainage concerns and tie-ins are properly addressed. Mapping will not go beyond the back of curb, except to map roadway signage, along the mainline of 90th St. At intersections, mapping will include back of curb to back of sidewalk to ensure within the radius of the curb to capture all existing and proposed ADA modifications. Existing sidewalk mapping for the length of the corridor will be incorporated using GIS data and field verification.

- One-foot contours generated from the DTM.

- Profiles of the existing roadway surface along the edge of pavement and at the roadway crown line. Points will be surveyed at approximately 25-ft intervals.

2.2. Field Survey and Note Reduction. Perform note reduction of the field survey data.

2.3. The Consultant will establish horizontal and vertical control points along the corridor and within the project limits described above. Approximately 10 control points will be established and will be made available for the construction contractor’s use during construction. The Consultant will locate, field survey, and calculate positions for visible and accessible monuments and control points throughout the project limits, using the Washington State plane coordinate system as indicated in the assumptions above. Conventional or GPS surveying methods will be used on this project. Monuments or corners to be located and field surveyed may include the following:

  - Section Corners
  - Monuments shown or found as indicated on survey records.

2.4. The consultant will field locate geotechnical borings and incorporate them into the basemap in support of Work Element 4.

2.5. Survey utility location paint marks provided, using a utility locating company, at 25-ft intervals and visible and accessible surface features (valves, manholes, catch basins, junction boxes, hydrants, and vaults). Pipe inverts inside manholes and catch basins will not be measured.The Consultant will prepare an as-built utility AutoCAD layer in the base map from this information.

Work Element 2 Deliverables:

- *Electronic basemap in KPG AutoCAD Civil 3D 2018 format*

WORK ELEMENT 3 – PRELIMINARY DESIGN

3.1. The Consultant will perform a background review of all existing information along the corridor including but not limited to, 90th St Pond documents, adjacent parcel development plans, and 90th St bridge construction plans and reports. Existing information will be incorporated into Plans and work approach, as feasible.

3.2. The Consultant will prepare a curb ramp assessment worksheet evaluating each curb ramp for slope, dimensional, and pedestrian push button (PPB) compliance. This evaluation will be based on the City adopted 2011 PROWAG guidelines per the City's ADA Transition Plan.

3.3. Field verify limits and scope of construction activity with City Staff and establish the project footprint for Work Elements 5 and 6.

3.4. Prepare 30% Plans and Cost Estimate. Once project limits have been confirmed, a 30% plan set will be prepared with a corresponding engineer's cost estimate for construction. The 30% Plans will be formatted to provide sufficient detail for convenient field layout of all proposed improvements and will set the horizontal project envelope baseline. City Standard Details and WSDOT Standard Plans will supplement the project specific details as required.

Plans shall be 1"=20' scale full size and shall include:

- Title and Index sheet with a vicinity map
- Legends, Abbreviations, Survey Control and General Notes
- Typical Sections and Details
- Site Preparation and Temporary Erosion and Sediment Control (TESC) plans
- Roadway, Channelization and Signing Plans
- Intersection Plans (curb ramp blow ups)
- Signal Modification Plan and Details

3.5. The Consultant will coordinate with Environmental and Utility Services for stormwater commitments and will prepare a Draft Technical Drainage Memo in accordance with the Stormwater Management Manual for Western Washington, current edition, as modified by the City of Redmond's Stormwater Technical Notebook, current edition.

Work Element 3 Deliverables:

- *Curb ramp assessment worksheet (PDF / BlueBeam)*
- *30% Review Submittal: (1) – Half Size (11"x17") Plans, electronic PDF / BlueBeam, and (1) – Engineer's Construction Cost Estimate, electronic excel spreadsheet and PDF / BlueBeam*
- *Draft Technical Drainage Memo (PDF / BlueBeam)*

WORK ELEMENT 4 – GEOTECHNICAL EXPLORATION

4.1. The Consultant will support HWA GeoSciences for geotechnical exploration activities and provide CAD maps and field visits. The following geotechnical items will be performed by HWA GeoSciences:

- Field exploration will consist of advancing borings to characterize soil and groundwater conditions to support design of pavement sections and rehabilitation. A series of twelve (12) boreholes will be completed at 12 locations along the alignment using 6-inch diameter core barrels.

- Shallow hand borings (2 feet) will be complete at each core location to assess subgrade condition.

- Prepare spreadsheet presenting results of field testing and provide and develop pavement section and rehabilitation recommendations.

4.2. The Consultant will support HWA GeoSciences for Falling Weight Deflectometer (FWD) testing. HWA GeoSciences activities associated with FWD testing include:

- FWD tests at 100-foot to 200-foot intervals along 90th Street, consisting of three (3) drops at each location and GPS readings to document each location.

- Prepare memorandum presenting results of FWD testing with pavement design sections and rehabilitation recommendations.

Work Element 4 Deliverables:

- *Draft and Final Pavement Memorandum, including results of FWD testing, pavement coring, reconstruction areas, and pavement design recommendations, (electronic, PDF)*

WORK ELEMENT 5 – ENVIRONMENTAL PERMITTING

5.1. The Consultant will provide support, exhibits, and coordination efforts to GeoEngineers in the gathering and reconnaissance of data to complete environmental documentation. Including:

- Complete a review of environmental documentation requirements, including municipal code compliance requirements. Review will include requirements for SEPA, NEPA, Critical Areas, Floodplain and Floodways, and other local, state and federal permits. Identify jurisdictional extent of agencies, permit application requirements and potential agency review timelines that will help define the need and schedule for specific permit authorizations. Identify potential studies or documentation required by the City of Redmond Municipal Code and/or in support of the NEPA process.

- Complete a review of applicable public databases identifying environmentally sensitive areas potentially subject to project impacts that will be addressed through NEPA as well as state and local permit requirements.

- Complete a site reconnaissance and document environmentally sensitive areas present on or adjacent to the project site. Review will include critical areas features potentially observable at the site, including potential wetlands, waterbodies, and fish & wildlife habitat areas. The results will be documented in a Field Report that can be included with permit application materials.
- Develop a Permitting Matrix and Memorandum. Prepare a permit matrix and memorandum that identifies potential permit requirements, potential permit timelines and summarizes potential key local, state, and federal regulations surrounding the natural resource permitting process for the proposed conceptual project alternatives.

5.2. The Consultant will support GeoEngineers for the following environmental documentation:

- Prepare a WSDOT NEPA Categorical Exclusion (CE) form and associated submittal package using available project information and the results of our data gathering efforts. The NEPA CE submittal package will include appropriate attachments with additional information needed to address NEPA topics, as identified in the assumptions below.
- Prepare a Letter of Request for an Exemption to the City of Redmond Shoreline Master Program (SMP) for maintenance activities to be included in the NEPA documentation. The City will coordinate efforts between the City's Planning department and project team. The City will submit Shoreline letter to the City's planning department and work Planning for exemption.
- Prepare a Field Report addressing environmentally sensitive areas observed within the project vicinity.
- Prepare a Technical Memorandum addressing project impacts within the FEMA-regulated 100-year Special Flood Hazard Area.
- Prepare an Inadvertent Discovery Plan (IDP) in support of Section 106 compliance. This will be subcontracted to a Cultural Resources Specialist.

5.3. The Consultant will prepare a NDPES Permit at the time of project advertisement and submit a Notice of Intent on behalf of the City.

ASSUMPTIONS:

- *This project will be categorized as maintenance and therefore be exempt from minimum requirements for drainage according to the City's Technical Notebook.*
- *Delineation of wetlands and/or waterbodies is not included in GeoEngineers scope at this time. it is assumed there are no wetlands within the project vicinity, which is developed. The project occurs adjacent to the Sammamish River, but there will be no work on the bridge or over the water; therefore, the OHWM will be approximated for the purpose of identifying riparian buffers and shoreline jurisdiction, but there will be no work potentially within or over the river.*
- *The project does not include any modification of the bridge or work over the water.*
- *The project will not propose any net fill within the regulated Special Flood Hazard Area and hydraulic modeling will not be required.*

- *There will be no ROW take or expansion of the roadway and no modification of riparian vegetation.*
- *The project will not increase impervious surfaces or modify the stormwater treatment system.*
- *The project will be exempt from the SMP as a maintenance activity.*
- *It is assumed at this time that the project will not require permitting from the U.S. Army Corps of Engineers or Washington Department of Fish & Wildlife. If impacts to wetlands and/or waterbodies are identified, additional permitting may be required.*
- *A Categorical Exclusion (CE) is the appropriate NEPA classification, and an Environmental Impact Statement (EIS) or Environmental Assessment (EA) will not be required. The WSDOT CE form will be used to document NEPA compliance.*
- *The following NEPA CE topics may require supporting documentation: floodplains and floodways. A supporting study is included in this scope.*
- *The following NEPA CE topics are assumed to require minimal review and documentation on the CE form: air quality; critical and sensitive areas; sole source aquifer areas; wildlife, rare plants and habitats not addressed by ESA; wetlands; cultural resources; hazardous and problem waste; noise; Section 4(f) park resources; agricultural lands; rivers, streams and tidal waters; tribal lands; water quality/storm water; previous environmental commitments; environmental justice and social effects; Endangered Species Act. Additional supporting documentation related to these topics is not included in this task.*
    - *The project is anticipated to qualify for exemptions from the following due to its nature (maintenance and safety improvements):*
        - *Air quality;*
        - *Sole source aquifers;*
        - *Section 106 cultural resources;*
        - *Hazardous and problem waste;*
        - *Noise;*
        - *Water quality/storm water;*
        - *Environmental justice and social effects.*
    - *The project is assumed to have no impacts on: wildlife, rare plants and habitats not addressed by ESA; wetlands; Section 4(f) park resources; agricultural lands; rivers, streams and tidal waters; tribal lands; previous environmental commitments; and Endangered Species.*
- *The City will confirm the project's SEPA exemption. The project will adopt the NEPA environmental permitting, with the City completing the SEPA checklist based on NEPA documentation.*

Work Element 5 Deliverables:

- *Field Report, Environmentally Sensitive Areas, Draft and Final (electronic, PDF)*
- *Environmental Permit Matrix and Memorandum (electronic, PDF)*
- *WSDOT NEPA CE Submittal Package, Preliminary, Draft, and Final (electronic, PDF)*
- *Letter of Request for Shoreline Exemption (electronic, PDF)*
- *FEMA Special Flood Hazard Area Technical Memorandum, Draft and Final (electronic, PDF)*
- *Inadvertent Discovery Plan (IDP), Draft and Final (electronic, PDF)*

WORK ELEMENT 6 – STAKEHOLDER & AGENCY COORDINATION (NOT IDENTIFIED IN OTHER WORK ELEMENTS)

6.1. The Consultant will prepare and create graphics and mailers for stakeholders along the corridor prior to Construction. It is assumed the City will be responsible for reproduction and mailing of fliers/mailers and post graphics and verbiage provided to City hosted website and social media.

6.2. The Consultant will coordinate with the following agencies at regular intervals during the project to discuss key issues and track progress (estimate 7 meetings):

- Washington State Department of Transportation (WSDOT)
  - NEPA Permitting (1 meeting)
  - Channelization Exemption Meeting (estimate 1 meetings)
  - Right-of-Way Kick-off (1 meeting)

Assumptions:

- *This project will be exempt from intersection analysis and improvements will terminate prior to WSDOT ROW at the intersection of 90th and Redmond-Woodinville Rd. To be confirmed at the project's kick-off meeting with WSDOT Local Programs.*
- *This project is assumed to be exempt from a formal WSDOT Channelization Plan set submittal. Channelization plans and Traffic Control Plans will be created per City standards will be provided to WSDOT with 60% Review Submittal for documentation purposes only. A WSDOT review and any subsequent comments will not be incorporated into the Plan Set.*
- *Curb ramps and curb lines will not be upgraded at 90th and Redmond-Woodinville Rd.*
- *No Open House will be provided as part of this Contract. Public outreach via mailers and social media updates will be provided by the City.*
- *King County Metro outreach will be coordinated by the City.*
- *Emergency Services coordination will be coordinate by the City.*

Work Element 6 Deliverables:

- *Graphics and verbiage for outreach fliers/mailers, web, social media (high resolution JPG format and word document)*
- *Meeting minutes from WSDOT coordination meetings*

WORK ELEMENT 7 – UTILITY COORDINATION

7.1. The Consultant will coordinate with the City of Redmond and Franchise utilities for water meter, water valve, sewer manhole lids, and all other franchise utility lids and iron located within the roadway prism and/or ramp upgrades. Utility notifications will be distributed to the following within the Environmental and Utility Services department:

- Water
- Wastewater

- Stormwater

The Consultant will coordinate and provide the City with 11”x17” plans at each submittal, highlighted to show franchise utilities, to be distributed by the City PM at the monthly utility meeting and will incorporate adjustments and/or comments from franchise utilities into subsequent submittals. The Consultant will coordinate directly with PSE for electrical service, if needed. Franchise utilities in the corridor are:

- PSE Power
- PSE Gas
- Comcast
- Frontier
- Lake Washington School District

7.2. The Consultant shall prepare a pothole plan and conflict matrix post 60% review submittal to be distributed to the Franchise Utilities for pothole requests and additional information. The City will distribute hard copies and the request for pothole to the franchise utilities during the monthly utility meeting.

7.3. The Consultant will coordinate with Environmental and Utilities Department to confirm stormwater approach and prepare Final Technical Drainage Memo in accordance with the City’s Technical Notebook to outline the requirements and exemptions for the 90th St Preservation Project.

Assumptions:

- APS will direct bill franchise utilities for potholes per existing Franchise Utility Agreements. City water and wastewater potholes will be paid for the City, to be included with KPG monthly invoice.
- Per the City’s Stormwater Technical Notebook, this project will be exempt from Minimum requirements 1-5 for maintenance or preservation projects and will not trigger minimum thresholds.

Work Element 7 Deliverables:

- *(5) - Half Size (11”x17”) Plans at 30% / 60% / 90% Submittal for each Franchise Utility (hard copy)*
- *(5) – Half-Size (11”x17”) Pothole Plans at 60% (one for each utility)*
- *Final Technical Drainage Memorandum (electronic PDF / BlueBeam)*

WORK ELEMENT 8 – FINAL DESIGN

8.1. The Consultant will prepare 60% Plans, Specifications and Estimate. The 60% Plans will incorporate comments from previous submittals, geotechnical findings, and environmental process, as applicable. At the 60% and 90% submittals, the Consultant will provide a consolidated Response to City Comments worksheet. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed

facilities. City Standard Details and WSDOT Standard Plans will be supplemented with specific details as required. Plan information will include:

- Cover Sheet
- Drawing Index (1 Sheet)
- Typical Sections and Details (2 sheets)
- Site Preparation and Temporary Erosion and Sediment Control (TESC) plans (5-6 sheets)
- Roadway, Channelization, and Signing Plans (5-6 sheets)
- Intersection Plans and Details (8 sheets)
- Signal Modification Plans and Details (4-6 sheets)
- Construction Phasing Plans (6-10 sheets)

30-40 Total Sheets

8.2. The Consultant will prepare 90% Plans, specifications, and Engineer's Construction Cost Estimate for review by the City. Previous comments from City, WSDOT, utility providers and other stakeholders will be addressed and incorporated into the 90% submittal.

8.3. The Consultant will prepare construction phasing and traffic control plans at 60% Review submittal and submitted to WSDOT for documentation purposes only. Updated construction phasing plans with City comments will be incorporated into the 90% Submittal package and subsequent submittals to be utilized as a basis of bid. Contractor may adopt them and/or supplement with additional traffic control plans as necessary.

8.4. The Consultant will prepare 100% Check Set Plans, Specifications and Engineer's Construction Cost Estimate. The 90% comments from the City, WSDOT, and other stakeholders will be addressed and incorporated into the 100% Check Set. The 100% Check Set will serve as the draft bid document set.

8.5. The Consultant will prepare Contract Documents for Bid and upload to BXWA on behalf of the City.

8.6. The Consultant will prepare draft and final Maximum Extent Feasibility (MEF) documentation for ADA facilities that do not meet ADA guidelines. Draft MEFs to be included at the 60% submittal review. Final MEFs will be included in the appendices of the Contract Document Specifications.

Assumptions:

- *The existing roadway profile and cross section will not be modified; no profile elevation sheets will be provided.*
- *Signal modifications will be limited to loop replacement, new pedestrian push buttons (PPBs), pedestrian heads, and temporary video detection.*

- *For cost efficiency, ADA ramp layouts with detailed notations and plan elevation information will be provided at the 90% and subsequent submittals. ADA ramp layouts included in 60% submittal will show proposed improvement limits and appropriate grading information needed for plan and field review.*
- *Proposed design will be limited to the roadway prism, back of curb to back of curb, and ADA curb ramp upgrades (no additional sidewalk or driveway upgrades will be included with this project).*
- *This project will not impact channelization within the WSDOT ROW and will be exempt from a WSDOT channelization plan. City will confirm with Local Programs prior to on-set of project NTP.*

Work Element 8 Deliverables:

- *60% Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate, Electronic (PDF / BlueBeam)*
- *90% Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate, Electronic (PDF / BlueBeam)*
- *100% Check Set Submittal: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate, Electronic (PDF / BlueBeam)*
- *Contract Bid Documents: Half-size (11"x17") Plans, Specifications, and Engineer's Construction Cost estimate, Electronic (PDF / BlueBeam), uploaded to BXWA*
- *MEF documentation per City forms, Draft and Final (included in Contract Specifications Appendices)*

WORK ELEMENT 9 – RIGHT-OF-WAY SUPPORT

9.1. The Consultant will support CLS in right-of-way (ROW) research and title analysis for the properties adjacent to the project corridor intersections and between 154th Ave NE and 160th Ave NE (estimate 5 parcels).

9.2. The Consultant will support CLS in preparation of real estate documents based on City format (and per WSDOT LAG Manual) to accompany the 60% plan set.

9.3. The Consultant will support CLS in preparation of Project Funding Estimate (PFE) to accompany the 60% plan set. The kick-off meeting with WSDOT Local Programs will determine if the project will need ROW certification per federal granting requirements. See assumptions below.

Assumptions:

- *This project includes acquiring ROE from up to five (5) parcels, owned by five (5) property owners.*
- *Title reports will be ordered by CLS.*
- *No TCE or permanent easement acquisitions are included in this scope of work at this time.*
- *Additional funding and scope will be needed to prepare Administrative Offer Summary (AOS) reports for five (5) parcels should appraisals not be required.*

- *Additional funding and scope are required to conduct negotiations per WSDOT LAG Manual, RCO or any other grant funding requirements for TCE and/or permanent easements.*
- *Project ROW certification is not included at this time.*

Work Element 9 Deliverables:

- *Real Estate Documents.*
- *Closed Real Estate files.*

WORK ELEMENT 10 – BID PHASE SERVICES AND SUPPORT

10.1. Consultant will assist the City Project Manager in advertisement of the contract documents.

10.2. Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda.

10.3. The Consultant will prepare Conformed Documents (to include all Project Addenda) for the City to be provided to the Contractor.

Work Element 10 Deliverables:

- *Prepare responses for up to ten (10) bidder questions (incl. with Addenda)*
- *Prepare up to two (2) Addendum Packages.*
- *Prepare Bid Tabulation and evaluation*
- *Conformed Documents: (5) hard copies of half-size (11x17), Specifications, and (1) full-size (22x34) Bid Plans.*

MANAGEMENT RESERVE

Included in this Contract's Management Reserve is:

- Preparation of Administration Offer Summaries (AOS) for up to five (5) parcels that meet the threshold for AOS, should appraisals not be required.
- Conducting Temporary Construction Easement and/or Permanent Easement negotiations and acquisitions following the standards of the City, WSDOT LAG Manual, RCO or any other grant funding requirements.
- Obtaining possession and use agreements, if required.

The above work activities will require written authorization from City to access management reserve funds.

ADDITIONAL SERVICES

The City may require additional services of the Consultant in order to advance the project corridor through final design, right of way, and construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Additional survey for utilities (manhole and catch basin inverts)
- Additional design for sidewalk, stormwater, water main and service repair, traffic signal and illumination evaluation and design, and additional documentation for WSDOT Intersection Control Evaluation.
- Construction management and inspection services
- Record Drawings at construction closeout

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

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

Exhibit B Voluntary DBE Participation Plan

This project does not have a set UDBE goal. However, the project has a voluntary UDBE goal of 9%.

KPG will meet this goal by utilizing the UDBE certified subconsultant below.

- HWA GeoSciences Inc.

  Cert#D5F0024692

  Budget $36,143.00

  Geotechnical exploration as described in Work Element 4

KPG Staff responsibility for reporting:

Georgeanne Smith

Georgeanne@kpg.com

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

To be Outlined in the Scope of Work

B. Roadway Design Files

To be Outlined in the Scope of Work

C. Computer Aided Drafting Files

To be Outlined in the Scope of Work

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

To be Outlined in the Scope of Work

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

To be Outlined in the Scope of Work

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

To be Outlined in the Scope of Work

II. Any Other Electronic Files to Be Provided

To be Outlined in the Scope of Work

III. Methods to Electronically Exchange Data

To be Outlined in the Scope of Work

A. Agency Software Suite

To be Outlined in the Scope of Work

B. Electronic Messaging System

To be Outlined in the Scope of Work

C. File Transfers Format

To be Outlined in the Scope of Work

Exhibit D
Prime Consultant Cost Computations

- KPG Cost Estimate
- KPG Billing Rates
- WSDOT Overhead Rate Letter
- Consultant Fee Determination

PRIME CONSULTANT COST COMPUTATIONS
Client: City of Redmond
Project: 90th St Preservation Project

KPG, P.S. PROJECT NUMBER: 21039
DATE: 4/7/2021

Task No.	Task Description	Labor Hour Estimate																			Total Hours and Labor Fee Estimate by Task	
		Engineering Manager	Senior Engineer	Sr. Project Engineer	Project Engineer II	Design Engineer	Engineering Technician	Technician	Survey Manager	Survey Crew I (W/Equip)	Project Surveyor	Senior Survey Technician	Project Landscape Architect	Landscape Assistant	Senior Transportation Planner	Transportation Planner	Construction Manager	Senior CAD Technician	Senior Admin	Office Admin		
		235	194	171	146	121	100	96	235	178	148	122	135	77	159	104	179	128	107	92	Hours	Fee
Work Element 1 - Project Management																						
1.1	Project Management (12 months)	12																	12		24	$ 4,104.00
1.2	Management of subconsultants and team	12			48																60	$ 9,828.00
1.3	Bi-Monthly Meetings (24 Meetings)	24			48															8	80	$ 13,384.00
1.4	Schedule Updates (2 Updates)	2																			2	$ 470.00
1.5	QA/QC	4															24				28	$ 5,236.00
	Task Total	**54**	**0**	**0**	**96**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**0**	**12**	**8**	**194**	**$ 33,022.00**
Work Element 2 - Survey, Mapping, and Existing Right of Way																						
2.1	Base Map and DTM								6		12	100									118	$ 15,386.00
2.2	Field Survey and Note Reduction								3	92		20									115	$ 19,521.00
2.3	Survey Control								2	24	4										30	$ 5,334.00
2.4	Geotechnical Boring Locations									12		3									15	$ 2,502.00
2.5	Survey of Utility Locates									24	1	12									37	$ 5,884.00
	Task Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**11**	**152**	**17**	**135**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**315**	**$ 48,627.00**
Work Element 3 - Preliminary Design																						
3.1	Review Existing Documents	2			12																14	$ 2,222.00
3.2	ADA Field Investigaiton	4			16	20															40	$ 5,696.00
3.3	Field Verfy Project Limits		4		4																8	$ 1,360.00
3.4	30% Plans and Cost Estimate	4			24	40		20										40			128	$ 16,324.00
3.5	Draft Technical Drainage Memo		4		4	24															32	$ 4,264.00
	Task Total	**10**	**8**	**0**	**60**	**84**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**222**	**$ 29,866.00**
Work Element 4 - Geotechnical Exploration																						
4.1	Support HWA for geotechnical explorations				4	8															12	$ 1,552.00
4.2	Support HWA for FWD testing				4																4	$ 584.00
	Task Total	**0**	**0**	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**$ 2,136.00**
Work Element 5 - Environmental Permitting																						
5.1	Support GeoEngineers in permit research and docum.	2			16																18	$ 2,806.00
5.2	Support GeoEngineers in NEPA documentation	2			4																6	$ 1,054.00
5.3	NDPES Permit Application	2			16																18	$ 2,806.00
	Task Total	**6**	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**	**$ 6,666.00**
Work Element 6 - Stakeholder and Agency Coordination																						
6.1	Prepare Graphics for Stakeholder Coordination	2			8	8							4	8							30	$ 3,762.00
6.2	Agency Coordination (est 3 meetings)	3		2	14										2	4					25	$ 3,825.00
	Task Total	**5**	**0**	**2**	**22**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**2**	**4**	**0**	**0**	**0**	**0**	**55**	**$ 7,587.00**
Work Element 7 - Utility Coordination																						
7.1	Utility Notification	2			4	12															18	$ 2,506.00
7.2	Prepare Pothole Plan and Conflict Matrix	2			8	40															50	$ 6,478.00
7.3	Final Technical Drainage Memo	2	8			32															42	$ 5,894.00
	Task Total	**6**	**8**	**0**	**12**	**84**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**110**	**$ 14,878.00**

PRIME CONSULTANT COST COMPUTATIONS
Client: City of Redmond
Project: 90th St Preservation Project

KPG, P.S. PROJECT NUMBER: 21039
DATE: 4/13/2021

Task No.	Task Description	Labor Hour Estimate																			Total Hours and Labor Fee Estimate by Task	
		Engineering Manager	Senior Engineer	Sr. Project Engineer	Project Engineer II	Design Engineer	Engineering Technician	Technician	Survey Manager	Survey Crew I (W/Equip)	Project Surveyor	Senior Survey Technician	Project Landscape Architect	Landscape Assistant	Senior Transportation Planner	Transportation Planner	Construction Manager	Senior CAD Technician	Senior Admin	Office Admin		
		235	194	171	146	121	100	96	235	178	148	122	135	77	159	104	179	128	107	92	Hours	Fee
Work Element 8 - Final Design																						
8.1	Prepare 60% Plans, Specifications, Estimate	8	8	16	32	72	24											24			184	$ 25,024.00
8.2	Prepare 90% Plans, Specificaitons, Estimate	4	8	32	40	104	48										16	16			268	$ 36,100.00
8.3	Prepare Traffic Control Plans				16	48											24				88	$ 12,440.00
8.4	Prepare 100% Check-Set Plans, Specifications, Estimate	4	4	4	20	8											8				48	$ 7,720.00
8.5	Prepare Contract Bid Documents	2	2		20	8															32	$ 4,746.00
8.6	Prepare MEF Documentation	4			4	16											4				28	$ 4,176.00
	Task Total	**22**	**22**	**52**	**132**	**256**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**40**	**0**	**0**	**648**	**$ 90,206.00**
Work Element 9 - Right-Of-Way Support																						
9.1	Research and Documentation support				4	16															20	$ 2,520.00
9.2	Support CLS in Real Estate Documentation				8																8	$ 1,168.00
9.3	Support CLS in PFE preparation				8				2			20									30	$ 4,078.00
	Task Total	**0**	**0**	**0**	**20**	**16**	**0**	**0**	**2**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**58**	**$ 7,766.00**
Work Element 10 - Bid Phase Services and Support																						
10.1	Contract Document Advertisement	2			4																6	$ 1,054.00
10.2	Prepare Addenda (est 2)	2			8																10	$ 1,638.00
10.3	Prepare Conformed Documents				2	8															10	$ 1,260.00
	Task Total	**4**	**0**	**0**	**14**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**26**	**$ 3,952.00**
	Total Labor Hours and Fee	**107**	**38**	**54**	**400**	**464**	**72**	**20**	**13**	**152**	**17**	**155**	**4**	**8**	**2**	**4**	**76**	**80**	**12**	**8**	**1,686**	**$ 244,706.00**
Subconsultants																						
	Geotechnical - HWA Geosciences (DBE) - Work Element 4																					$ 36,143.00
	Environmental & Floodplain Memo - GeoEngineers - Work Element 5																					$ 39,650.00
	Right-Of-Way - CLS - Work Element 9																					$ 28,778.00
	Subtotal																					$ 104,571.00
	Total Subconsultant Expense																					**$ 104,571.00**
Reimbursable Direct Non-Salary Costs																						
	Utility Locate Service																					$ 3,000.00
	Mileage at current IRS rate																					$ 500.00
	Reproduction Allowance																					$ 1,500.00
	Total Reimbursable Expense																					**$ 5,000.00**
	Management Reserve (10%)																					$ 35,500.00
	Total Estimated Budget																					**$ 389,777.00**

KPG, PS
Summary of Negotiated Costs
Effective January 1, 2021 through December 31, 2021

Classification	2020 Estimated Salary Range Low	Hi	Est Direct Salary Costs (DSC)	Office Overhead @1.5456 Of DSC	Fee @ 30% of DL of DSC	**2021 Inclusive Rate (Rounded to $1)**
Principal	87	97	91.99	142.18	27.60	262
Engineering Manager	79	87	82.73	127.87	24.82	235
Senior Engineer	65	72	68.30	105.56	20.49	194
Sr. Project Engineer	57	63	60.00	92.73	18.00	171
Project Engineer II	49	54	51.26	79.23	15.38	146
Project Engineer I	45	49	46.88	72.46	14.06	133
Design Engineer	40	45	42.50	65.70	12.75	121
Engineering Technician	33	37	35.00	54.09	10.50	100
Technician	32	35	33.60	51.94	10.08	96
Engineering Assistant	29	32	30.23	46.72	9.07	86
Principal Architect	75	83	78.75	121.71	23.62	224
Aviation Manager	58	65	61.50	95.05	18.45	175
Senior Architect	53	58	55.65	86.01	16.70	158
Architecture Technician II	40	45	42.47	65.65	12.74	121
Architecture Technician I	32	35	33.50	51.78	10.05	95
Survey Manager	79	87	82.73	127.87	24.82	235
Survey Crew II (W/Equip)	76	84	80.08	123.77	24.02	228
Survey Crew I (W/Equip)	59	66	62.40	96.45	18.72	178
Project Surveyor	49	55	51.98	80.34	15.59	148
Senior Field Surveyor	41	45	43.13	66.66	12.94	123
Field Surveyor	37	41	39.03	60.33	11.71	111
Senior Survey Technician	41	45	42.92	66.34	12.88	122
Survey Technician	33	37	35.17	54.36	10.55	100
Survey Assistant	27	29	28.08	43.40	8.42	80
Urban Design Manager	62	69	65.45	101.17	19.64	186
Project Landscape Architect	45	50	47.50	73.41	14.25	135
Landscape Technician	32	35	33.48	51.74	10.04	95
Landscape Assistant	26	28	27.00	41.73	8.10	77
Senior Transportation Planner	53	59	56.00	86.56	16.80	159
Transportation Planner	35	38	36.54	56.47	10.96	104
Senior Construction Manager	75	83	78.79	121.78	23.64	224
Construction Manager	60	66	63.00	97.38	18.90	179
Senior Resident Engineer	49	55	52.00	80.37	15.60	148
Resident Engineer	43	48	45.57	70.44	13.67	130
Assistant Resident Engineer	39	43	41.00	63.37	12.30	117
Senior Construction Observer	49	55	52.00	80.37	15.60	148
Construction Observer II	39	44	41.50	64.14	12.45	118
Construction Observer I	32	35	33.28	51.44	9.98	95
Construction Technician	29	32	30.23	46.72	9.07	86
Document Control Specialist	39	43	41.01	63.38	12.30	117
Document Control Admin	26	29	27.73	42.85	8.32	79
Construction Assistant	24	26	24.96	38.58	7.49	71
CAD Manager	56	62	59.39	91.80	17.82	169
Senior CAD Technician	43	47	44.95	69.47	13.48	128
CAD Technician	36	40	37.73	58.32	11.32	107
Business Manager	56	61	58.52	90.45	17.56	167
Senior Admin	36	40	37.70	58.27	11.31	107
Office Admin	31	34	32.24	49.83	9.67	92
Office Assistant	26	28	27.04	41.79	8.11	77

Subs billed at cost plus 5%.
Reimbursables billed at actual costs.
Mileage billed at the current approved IRS mileage rate.

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 23, 2020

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 154.56%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Apr 27 2020 8:46 AM
cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

CONSULTANT FEE COMPUTATION WORKSHEET

Project Name:	*90th Street Preservation Project*
Project Number:	
Consultant:	*KPG, P.S.*
Estimated Design Fee:	*$425,000*
Prepared By:	*S. Asato*

Fee Computation

Factor	***Rate***		***Weight***	***Value***	
Degree of Risk	*0.23*	*X*	*25*	*5.75*	
Relative Difficulty of Work	*0.25*	*X*	*25*	*6.25*	
Size of Job	*0.25*	*X*	*20*	*5.00*	
Period of Performance	*0.28*	*X*	*15*	*4.20*	
Other Criteria	*0.28*	*X*	*5*	*1.40*	
Subcontracting	*0.25*	*X*	*10*	*2.50*	
Negotiated Fee (% of DSC)			***100***	***25.10***	***%***

Note: See Instructions for factor descriptions and rate guidelines

Multiplier Computation

Component	***Multiplier***
Labor (DSC)	*1.00*
Overhead (OH)	*1.55*
Fee	*0.25*
Total Multiplier (DSC+OH+Fee)	***2.80***

Project Name:	*90th Street Preservation Project*	
Project Number:		
Consultant:	*KPG, P.S.*	
Prepared By:	*S. Asato*	
Maximum Hourly Rate:		
Target Average Rate:		
Multiplier	*2.80*	*From Fee Computation Worksheet*

Negotiated Hourly Rates

Discipline, Title, or Name	***Direct Salary Cost (DSC)***	***Multiplier***	***Computed Hourly Rate***	***Negotiated Hourly Rate***
Engineering Manager	*82.73*	*2.80*	*231.36*	*$235*
Senior Engineer	*68.30*	*2.80*	*191.01*	*$194*
Sr. Project Engineer	*60.00*	*2.80*	*167.80*	*$171*
Sr. Project Engineer	*60.00*	*2.80*	*167.80*	*$171*
Project Engineer II	*51.26*	*2.80*	*143.35*	*$146*
Design Engineer	*42.50*	*2.80*	*118.86*	*$121*
Engineering Tech	*35.00*	*2.80*	*97.88*	*$100*
Technician	*33.60*	*2.80*	*93.97*	*$96*
Survey Manager	*82.73*	*2.80*	*231.36*	*$235*
Project Surveyor	*51.98*	*2.80*	*145.37*	*$148*
Survey Crew I	*62.40*	*2.80*	*174.51*	*$178*
Senior Survey Technician	*42.92*	*2.80*	*120.03*	*$122*
Project Landscape Arch	*47.50*	*2.80*	*132.84*	*$135*
Landscape Assistant	*27.00*	*2.80*	*75.51*	*$77*
Senior Transportation Planner	*56.00*	*2.80*	*156.61*	*$159*
Transportation Planner	*36.54*	*2.80*	*102.19*	*$104*
Construction Manager	*63.00*	*2.80*	*176.19*	*$179*
Senior CAD Technician	*44.95*	*2.80*	*125.71*	*$128*
Senior Administration	*37.70*	*2.80*	*105.43*	*$107*
Office Admin	*32.24*	*2.80*	*90.16*	*$92*

Average Hourly Rate Computation

Total Labor Cost	244,706
Total Labor Hours	1,686
Average Hourly Rate	**$ 145.14**

KPG P.S.

City of Redmond

90th Street Preservation Project

Job Classifications	Direct Labor Rates Min.		Max.	Calculated Billing Rates* Min.		Max.	Negotiated Hourly Rate
Engineering Manager	$79.00	to	$87.00	$220.93	to	$243.30	$235.00
Senior Engineer	$65.00	to	$72.00	$181.78	to	$201.36	$194.00
Sr. Project Engineer	$57.00	to	$63.00	$159.41	to	$176.19	$171.00
Sr. Project Engineer	$57.00	to	$63.00	$159.41	to	$176.19	$171.00
Project Engineer II	$49.00	to	$54.00	$137.03	to	$151.02	$146.00
Design Engineer	$40.00	to	$45.00	$111.86	to	$125.85	$121.00
Engineering Tech	$33.00	to	$37.00	$92.29	to	$103.47	$100.00
Technician	$32.00	to	$35.00	$89.49	to	$97.88	$96.00
Survey Manager	$79.00	to	$87.00	$220.93	to	$243.30	$235.00
Project Surveyor	$49.00	to	$55.00	$137.03	to	$153.81	$148.00
Survey Crew I	$59.00	to	$66.00	$165.00	to	$184.58	$178.00
Senior Survey Technician	$41.00	to	$45.00	$114.66	to	$125.85	$122.00
Project Landscape Arch	$45.00	to	$50.00	$125.85	to	$139.83	$135.00
Landscape Assistant	$26.00	to	$28.00	$72.71	to	$78.30	$77.00
Senior Transportation Planner	$53.00	to	$59.00	$148.22	to	$165.00	$159.00
Transportation Planner	$35.00	to	$38.00	$97.88	to	$106.27	$104.00
Construction Manager	$60.00	to	$66.00	$167.80	to	$184.58	$179.00
Senior CAD Technician	$43.00	to	$47.00	$120.25	to	$131.44	$128.00
Senior Administration	$36.00	to	$40.00	$100.68	to	$111.86	$107.00
Office Admin	$31.00	to	$34.00	$86.69	to	$95.08	$92.00

* Billing Rates are based on the following direct labor multipliers:

Overhead	154.6%
Fee	25%

EXHIBIT D

Consultant Fee Determination

Project Name: 90th Street Preservation Project
Project Number:
Consultant: KPG, P.S.

NEGOTIATED HOURLY RATES

Name	Classification	Hours		Rate	Cost
Sessyle Asato	Engineering Manager	107	$	235.00	$25,145
Jan Ciganik	Senior Engineer	38	$	194.00	$7,372
Ray Edralin	Sr. Project Engineer	32	$	171.00	$5,472
Karina Franada	Sr. Project Engineer	22	$	171.00	$3,762
Bryce Corrigan	Project Engineer II	400	$	146.00	$58,400
Megan Eide	Design Engineer	464	$	121.00	$56,144
Jin Wu	Engineering Tech	72	$	100.00	$7,200
Elizabeth Hert	Technician	20	$	96.00	$1,920
Mike Bowen	Survey Manager	13	$	235.00	$3,055
Daniel Fodorean	Project Surveyor	17	$	148.00	$2,516
Michael Klysiak-Black	Survey Crew I	152	$	178.00	$27,056
Karen Weisser	Senior Survey Technician	155	$	122.00	$18,910
Phuong Nguyen	Project Landscape Arch	4	$	135.00	$540
Hope Freije	Landscape Assistant	8	$	77.00	$616
Michael Lapham	Senior Transportation Planner	2	$	159.00	$318
Bry Osmonson	Transportation Planner	4	$	104.00	$416
Allen Prouty	Construction Manager	76	$	179.00	$13,604
Mark McClure	Senior CAD Technician	80	$	128.00	$10,240
Danielle Winkelmann	Senior Administration	12	$	107.00	$1,284
Lucy Ostrom	Office Admin	8	$	92.00	$736
Subtotal:		1,686			$244,706

REIMBURSABLES

Mileage at Current IRS Rate	$500
Reproduction Allowance	$1,500
Subtotal:	$2,000

SUBCONSULTANT COSTS (See Exhibit D)

Geotechnical - HWA GeoSciences (DBE)	$36,143
Environmental & Floodplain Memo - GeoEngineers	$39,650
ROW - CLS	$28,778
Utility Locate Service	$3,000
Subtotal:	$107,571

TOTAL	$354,277
CONTINGENCY (10%)	35,500
GRAND TOTAL	$389,777

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.

HWA GeoSciences, Inc. - Geotechnical - $36,143.00

GeoEngineers - Environmental & Floodplan Memo - $39,650

Right-Of-Way Services - Contract Land Staff, LLC (CLS) - $28,778

Project Cost Estimate
90th Street Preservation
Redmond, Washington
Prepared for KPG

HWA GEOSCIENCES INC.

HWA Ref: 2021-052
Date: 1-Apr-21

Scope of Work

Prepare traffic control plans (TCP) and Right of Way (ROW) use application and submit to city for approval.
Perform FWD testing on each travel lane along 90th Street from Willows Road to Redmond Woodinville Road NE.
Test spacing will be approximately 100 to 200 foot intervals. Testing to consist of 3 drops at each location. GPS readings will be taken at each test location.
Mark pavement cores in the roadway at 12 locations along the alignment and arrange for utility locates.
Perform pavement coring at 12 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.
Pavement cores will be patched with Aquaphalt 6.0 water activated cold patch.
Prepare photographic logs of pavement cores/hand borings.
Prepare a spreadsheet presenting the results of field testing (including FWD deflection readings and backcalculated resilient modulus of subgrade).
Perform a walkthrough of the alignment and identify areas likely to require complete reconstruction based on FWD testing/pavement coring.
Perform engineering analyses to develop pavement rehabilitation and reconstruction designs.
Prepare a letter report presenting the results of FWD testing, pavement coring, reconstruction areas, and our pavement design recommendations.

Exhibit C-5

Consultant Fee Determination

Project Name: 90th Street Preservation
Project Number: 2021-052-21
Consultant: HWA GeoSciences

NEGOTIATED HOURLY RATES

Name	Classification	Hours		Rate	Cost
Steve Greene	Geologist VII	2	$	234.55	$469
Bryan Hawkins	Engineer VII	41	$	235.52	$9,656
Seth Pemble	Geologist III	76	$	117.60	$8,938
Vinnie Oskierko	Geologist III	24	$	107.20	$2,573
Vasiliy Babko	Contracts Admin	1	$	126.70	$127
Cathy Fry	CAD	4	$	94.60	$378
Melanie Strand	Clerical	2	$	85.89	$172
Subtotal:		150			$22,313

REIMBURSABLES

Mileage	$100
Pavement Coring	$720
FWD Rate	$1,500
Lab Testing	$2,010
Subtotal:	$4,330

SUBCONSULTANT COSTS (See Exhibit D)

Traffc Management Inc	$9,500
Subtotal:	$9,500

TOTAL	$36,143
CONTINGENCY	
GRAND TOTAL	$36,143

Washington State
Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 26, 2020

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 194.86% of direct labor (rate includes 0.41% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by T-MAX CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email **consultantrates@wsdot.wa.gov**.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Scope of Services
90th Street Preservation Project
Willows Road to Redmond-Woodinville Road
Redmond, Washington

GeoEngineers, Inc.

April 2, 2021

Work Element 5. NEPA Documentation

1.1 Project Management and Coordination

- Budget, schedule and task management activities.
- Coordinate with other members of the design team to identify project schedule and environmental conditions that may affect project design. Coordinate with design team and specialist subconsultants in support of documenting NEPA impacts. This includes establishing and managing a subcontract with a cultural resource specialist.
- Attend a NEPA kickoff meeting with WSDOT and the City either on-site or at agency offices. The purposes of this meeting will be to: confirm the NEPA assumptions developed in this scope of work; identify any deviations to these assumptions based on WSDOT input; identify the impact on schedule and budget, if any, of WSDOT's changes to scope; and to provide WSDOT an early opportunity to review and understand the project, with the goal of promoting timely NEPA approval.
- Follow-up coordination with WSDOT during the NEPA review process.

1.2 Data Gathering

- Complete a review of environmental documentation requirements, including municipal code compliance requirements. Review will include requirements for SEPA, NEPA, Critical Areas, Floodplain and Floodways, and other local, state and federal permits. Identify jurisdictional extent of agencies, permit application requirements and potential agency review timelines that will help define the need and schedule for specific permit authorizations. Identify potential studies or documentation required by the City of Redmond Municipal Code and/or in support of the NEPA process.
- Complete a review of applicable public databases identifying environmentally sensitive areas potentially subject to project impacts that will be addressed through NEPA as well as state and local permit requirements.
- Complete a site reconnaissance and document environmentally sensitive areas present on or adjacent to the project site. Review will include critical areas features potentially observable at the site, including potential wetlands, waterbodies, and fish & wildlife habitat areas. The results will be documented in a Field Report that can be included with permit application materials.

- Develop a Permitting Matrix and Memorandum. Prepare a permit matrix and memorandum that identifies potential permit requirements, potential permit timelines and summarizes potential key local, state, and federal regulations surrounding the natural resource permitting process for the proposed conceptual project alternatives.

1.3 Environmental Documentation

- Prepare a WSDOT NEPA Categorical Exclusion (CE) form and associated submittal package using available project information and the results of our data gathering efforts. The NEPA CE submittal package will include appropriate attachments with additional information needed to address NEPA topics, as identified in the assumptions below.
- Prepare a Field Report addressing environmentally sensitive areas observed within the project vicinity.
- Prepare a Technical Memorandum addressing project impacts within the FEMA-regulated 100-year Special Flood Hazard Area.
- Prepare an Inadvertent Discovery Plan (IDP) in support of Section 106 compliance. This will be subcontracted to a Cultural Resources Specialist.

Assumptions

- Assumed contract duration is 12 months.
- Delineation of wetlands and/or waterbodies is not included in GeoEngineers scope at this time. it is assumed there are no wetlands within the project vicinity, which is developed. The project occurs adjacent to the Sammamish River, but there will be no work on the bridge or over the water; therefore, the OHWM will be approximated for the purpose of identifying riparian buffers and shoreline jurisdiction, but there will be no work potentially within or over the river.
- The project does not include any modification of the bridge or work over the water.
- The project will not propose any net fill within the regulated Special Flood Hazard Area and hydraulic modeling will not be required.
- There will be no ROW take or expansion of the roadway and no modification of riparian vegetation.
- The project will not increase impervious surfaces or modify the stormwater treatment system.
- The project will be exempt from the SMP as a maintenance activity.
- It is assumed at this time that the project will not require permitting from the U.S. Army Corps of Engineers or Washington Department of Fish & Wildlife. If impacts to wetlands and/or waterbodies are identified, additional permitting may be required.
- A Categorical Exclusion (CE) is the appropriate NEPA classification, and an Environmental Impact Statement (EIS) or Environmental Assessment (EA) will not be required. The WSDOT CE form will be used to document NEPA compliance.
- The following NEPA CE topics may require supporting documentation: floodplains and floodways. A supporting study is included in this scope.
- The following NEPA CE topics are assumed to require minimal review and documentation on the CE form: air quality; critical and sensitive areas; sole source aquifer areas; wildlife, rare plants and habitats not addressed by ESA; wetlands; cultural resources; hazardous and problem waste; noise; Section 4(f) park resources; agricultural lands; rivers, streams and tidal waters; tribal lands; water quality/storm water; previous environmental commitments; environmental justice and social effects; Endangered Species Act. Additional supporting documentation related to

these topics is not included in this task.

- The project is anticipated to qualify for exemptions from the following due to its nature (maintenance and safety improvements): air quality; sole source aquifers; Section 106 cultural resources; hazardous and problem waste; noise; water quality/storm water; and environmental justice and social effects.
- The project is assumed to have no impacts on: wildlife, rare plants and habitats not addressed by ESA; wetlands; Section 4(f) park resources; agricultural lands; rivers, streams and tidal waters; tribal lands; previous environmental commitments; and Endangered Species.

Task 4 Deliverables

- Field Report, Environmentally Sensitive Areas, Draft and Final (electronic, PDF)
- Environmental Permit Matrix and Memorandum (electronic, PDF)
- WSDOT NEPA CE Submittal Package, Preliminary, Draft and Final (electronic, PDF)
- FEMA Special Flood Hazard Area Technical Memorandum, Draft and Final (electronic, PDF)
- Inadvertent Discovery Plan (IDP), Draft and Final (electronic, PDF)

Exhibit C-5

Consultant Fee Determination

Project Name: Redmond - 90th Street Preservation Project
Project Number:
Consultant: GeoEngineers, Inc.

NEGOTIATED HOURLY RATES

Name	Classification	Hours		Rate	Cost
Joe Callaghan	Principal	16	$	83.49	$4,415
David Conlin	Senior Scientist 1	69	$	48.67	$11,100
Ryan Carnie	Senior Engineer 1	22	$	47.43	$3,449
Emily Hurn	Scientist 1	46	$	38.26	$5,817
Valerie Spencer	Administrator 2	12	$	28.02	$1,111
Tracy Morris	Administrator 3	15	$	31.90	$1,582
Subtotal:		180			$27,474

REIMBURSABLES

Vehicle Mileage	129 miles	$0.56	$72
		Subtotal:	$72

SUBCONSULTANT COSTS (See Exhibit D)

Aqua Terra		$8,500
	Subtotal:	$8,500

TOTAL	$36,046	
CONTINGENCY	3,605	10%
GRAND TOTAL	$39,650	

CONSULTANT FEE COMPUTATION WORKSHEET

Project Name:	*Redmond - 90th Street Preservation Project*
Project Number:	
Consultant:	*GeoEngineers, Inc.*
Estimated Design Fee:	
Prepared By:	*David Conlin*

Fee Computation

Factor	***Rate***		***Weight***	***Value***	
Degree of Risk	*0.25*	*X*	*25*	*6.25*	
Relative Difficulty of Work	*0.25*	*X*	*25*	*6.25*	
Size of Job	*0.35*	*X*	*20*	*7.00*	
Period of Performance	*0.30*	*X*	*15*	*4.50*	
Other Criteria	*0.30*	*X*	*5*	*1.50*	
Subcontracting	*0.25*	*X*	*10*	*2.50*	
Negotiated Fee (% of DSC)			***100***	***28.00***	***%***

Note: See Instructions for factor descriptions and rate guidelines

Multiplier Computation

Component	***Multiplier***
Labor (DSC)	*1.00*
Overhead (OH)	*2.03*
Fee	*0.28*
Total Multiplier (DSC+OH+Fee)	***3.31***

Exhibit D

SUBCONTRACTED WORK

Project Name: Redmond - 90th Street Preservation Project
Project Number:
Consultant: GeoEngineers, Inc.

The CITY permits subcontracts for the following portions of work of the AGREEMENT:

Subconsultant	Work Description	Amount
Aqua Terra	Inadvertent Discovery Plan	$8,500.00
TOTAL		$8,500.00

Washington State Department of Transportation

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2020

GeoEngineers, Inc.
17425 NE Union Hill Rd, Suite 250
Redmond, WA 98052

Subject: Acceptance FYE 2019 ICR – CPA Report

Dear Jane Lu:

We have accepted your firms FYE 2019 Indirect Cost Rate (ICR) of 202.52% of direct labor (rate includes 0.47% Facilities Capital Cost of Money) based on the "Independent CPA Report," prepared by BDO USA, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Aug 3 2020 2:07 PM
cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2019

Key		Total Reported Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor
DIRECT LABOR		**$16,174,835**	**$ -**		**$ 16,174,835**	**100%**
FRINGE BENEFITS						
1	Payroll Taxes	**$2,478,298**	**$ (193,478)**	**A**	$ 2,284,821	14.13%
2	Group Insurance	**$2,904,266**	$ -		$ 2,904,266	17.96%
3	Worker's Compensation	**$116,648**	$ -		$ 116,648	0.72%
4	Vacation, Holiday and Sick Pay	**$3,727,508**	$ -		$ 3,727,508	23.05%
5	Profit Sharing and 401(k) Contributions	**$1,182,534**	$ -		$ 1,182,534	7.31%
6	Bonuses and Severance	**$ 3,309,545**	**$ (569,491)**	**B**	$ 2,740,054	16.94%
	Total Fringe Benefits	**$13,718,799**	**$ (762,968)**		**$ 12,955,831**	80.10%
GENERAL OVERHEAD						
7	Non-Billable Labor	**$7,146,874**	$ (479,740)	**C**	$ 6,667,134	41.22%
8	Bid & Proposal Labor	**$1,351,333**	$ -		$ 1,351,333	8.35%
9	Direct Selling Labor	**$1,902,077**	$ (360,528)	**D**	$ 1,541,549	9.53%
10	Office Rent & Maintenance	**$2,688,828**	$ (87,617)	**E**	$ 2,601,211	16.08%
11	Telecommunications	**$259,297**	$ (384)	**F**	$ 258,913	1.60%
12	Bus. Taxes & Other than Federal	**$700,515**	$ (13)		$ 700,502	4.33%
13	Subscriptions, Stationery & Supplies	**$265,762**	$ (27,708)	**G**	$ 238,054	1.47%
14	Travel	**$1,204,246**	$ (223,592)	**H**	$ 980,655	6.06%
14.5	Company Vehicles	**$257,234**	$ (257,234)	**I**	$ -	0.00%
15	Professional Dues, Meetings & Proposals	**$620,756**	$ (89,888)	**J**	$ 530,868	3.28%
16	Depreciation	**$810,136**	$ (15,347)	**I**	$ 794,788	4.91%
17	Equipment Rental & Maintenance	**$107,446**	$ (331)	**F**	$ 107,115	0.66%
18	Bad Debt	**$72,000**	$ (72,000)	**K**	$ -	0.00%
19	Professional Consultants	**$665,505**	$ (123,199)	**L**	$ 542,306	3.35%
20	Entertainment/Advertising and Proposals	**$178,531**	$ (159,266)	**M**	$ 19,265	0.12%
21	Field and Laboratory Supplies	**$118,639**	$ (21,670)	**N**	$ 96,969	0.60%
22	Insurance	**$1,923,010**	$ (5,337)	**O**	$ 1,917,673	11.86%
23	Computer Maintenance and Software	**$1,213,223**	$ (14,451)	**E**	$ 1,198,772	7.41%
24	Recruiting & Relocation	**$117,905**	$ (4,662)	**P, E**	$ 113,243	0.70%
25	Contributions	**$34,873**	$ (34,873)	**Q**	$ -	0.00%
26	Fines/Penalties/Unallowable	**$502**	$ (502)	**F**	$ -	0.00%
27	Employee Health & Welfare	**$ 236,847**	$ (170,348)	**R**	$ 66,499	0.41%
	Total General Overhead	**$21,875,539**	**$ (2,148,690)**		**$ 19,726,850**	121.96%
	Total Indirect Costs and Overhead	**$35,594,339**	**$ (2,911,658)**		**$ 32,682,681**	**202.06%**
28	**Facilities Capital Cost of Money ("FCCM")**	**$ -**	**$ 75,359**	**S**	**$ 75,359**	**0.47%**
	Indirect Cost Rate, including FCCM	**$ 35,594,339**	**$ (2,836,299)**		**$ 32,758,040**	**202.52%**
		$ -				

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2019

References to Adjustments	
A	Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2).
B	Unallowable bonuses per 48 CFR 31.205-6(f) and 48 CFR 31.205-41.
C	Indirect labor adjustment required to meet PSMJ 2019 - 25th percentile of Direct Labor (an average of Environmental, Engineering -Prime, Engineering - Subcontractor firms), as a % of total labor (54.50%).
D	Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41.
E	Assigned parking costs unallowable per 48 CFR31.201-2 & 31.201-3; unallowable office for the benefit of employee per 48 CFR 31.201-3.
F	Fines & Penalties unallowable per CFR 31.205-15(a).
G	Promotional materials unallowable per 48 CFR 31.205-1(f)(5).
H	Vehicle costs unallowable per 48 CFR 31.201-2(d); Travel in excess of Federal per-diem unallowable per 48 CFR 31.205-46; Unallowable marketing activities per 48 CFR 31.205-1, 14 and 38; entertainment unallowable per 48 CFR 31.205-14; direct project costs unallowable per 48 CFR 31.202(a).
I	Vehicle costs unallowable per 48 CFR 31.201-2(d)
J	Dues to social clubs, memberships in civic and community organizations unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; lobbying unallowable per 48 CFR 31.205-22; marketing costs unallowable per 48 CFR 31.205-1, 14, and 38; direct project costs unallowable per 48 CFR 31.202(a).
K	Bad debts unallowable per 48 CFR 31.205-3.
L	Direct project costs unallowable per 48 CFR 31.202(a); unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; patent costs unallowable per 48 CFR 31.205-30.
M	Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; entertainment unallowable per 48 CFR 31.205-14; advertising unallowable per 48 CFR 31.205-38(b)(1).
N	Direct project costs unallowable per 48 CFR 31.202(a); vehicle costs unallowable per 48 CFR 31.201-2(d).
O	Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v). Direct project costs unallowable per 48 CFR 31.202(a)
P	Unallowable taxes per 48 CFR 31.205-41.
Q	Contributions unallowable per 48 CFR 31.205-8.
R	Social activities unallowable per 48 CFR 31.205-14; employee gifts & recreation unallowable per 48 CFR 31.205-13(b).
S	Costs of money adjustment allowable per 48 CFR 31.205-10(a).

DRAFT SCOPE OF WORK

City of Redmond

90th Street

Work Element 9 includes, but are not limited to:

Phase I

- Obtain on behalf of the CITY, preliminary title commitments and 50-year title delineation.
- Title analysis – Prepare list of title exceptions to be cleared.
- Assist with scoping for appraisal and appraisal review, if required.
- Attend and facilitate public meetings, stakeholder outreach, and any public presentations that may be required.
- Draft all real estate documents based on format approved by CITY.
- Perform landowner contact to acquire Rights of Entry for utility identification.
- Relocation Services do not appear to be a requirement of this project phase and are therefore not included in this Scope of Services for Phase I.

This project includes acquiring right of entry, from up to 5 parcels, owned by 5 property owners. Additional funding and scope in this contract will be required to complete permanent easement and TCE acquisitions.

Deliverables:

- Real Estate Documents.
- Closed Real Estate files.

Assumptions:

- Obtain Rights of entry for up to 25 parcels.
- Complete PFE to accompany 60% plans.
- Easement and TCE negotiations will follow under an amended scope of work in phase 2.

Phase II will be required authorization of City prior to work activities (included as contingency)

- Prepare Administrative Offer Summary (AOS) reports for up to 5 parcels that meet the threshold for AOS, should appraisal not be required. If formal appraisal is required, additional scope will be added to the contract to include appraisal services.
- Conduct all negotiations for up to 5 properties, to acquire real property, following standards required by the CITY, WSDOT LAG Manual, RCO or any other grant funding requirements.
- Open and oversee escrow, or facilitate document recording and real property transfer to CITY.
- Close out files and certify real estate, as may be required by funding source.
- Attend coordination meetings with city as required.
- Assist with obtaining Possession and Use agreements, if required.

- Assist and participate in public hearings and actions necessary to acquire properties through eminent domain.
- Attend team meetings thru remainder of project to ROW certification.
- Relocation Services do not appear to be required by this project and are not included in the scope of work.

This project includes acquisition of fee simple, permanent right of way easements, temporary easements, construction agreements, and/or rights of entry, from up to 25 parcels, owned by 25 property owners.

Deliverables:

- Real Estate Documents.
- Closed Real Estate files.

CONSULTANT FEE COMPUTATION WORKSHEET

Project Name:	*90th St. Preservation Project*
Project Number:	
Consultant:	*CLS*
Estimated Design Fee:	
Prepared By:	

Fee Computation

Factor	***Rate***		***Weight***	***Value***	
Degree of Risk	*0.20*	*X*	*25*	*5.00*	
Relative Difficulty of Work	*0.20*	*X*	*25*	*5.00*	
Size of Job	*0.35*	*X*	*20*	*7.00*	
Period of Performance	*0.25*	*X*	*15*	*3.75*	
Other Criteria	*0.25*	*X*	*5*	*1.25*	
Subcontracting	*0.35*	*X*	*10*	*3.50*	
Negotiated Fee (% of DSC)			***100***	***25.50***	***%***

Note: See Instructions for factor descriptions and rate guidelines

Multiplier Computation

Component	***Multiplier***
Labor (DSC)	*1.00*
Overhead (OH)	*1.54*
Fee	*0.26*
Total Multiplier (DSC+OH+Fee)	***2.80***

Exhibit C-5

Consultant Fee Determination

Project Name: 90th St. Preservation Project
Project Number:
Consultant: CLS

NEGOTIATED HOURLY RATES

Name	Classification	Hours	Rate	Cost
Faith Roland	SVP	16	$229.88	$3,678
Janice Warren	Project Manager		$158.70	
Karen Wright	Project Manager	20	$121.16	$2,423
Amy Lewis	Project Manager		$131.94	
Jesse Ray	Project Manager	82	$118.47	$9,714
Daniel Kostomay	Sr. Right of Way Agent	72	$121.16	$8,723
Charla Oliver	Sr. Right of Way Agent	16	$117.12	$1,874
Jenifer Olsen	Right of Way Agent		$107.69	
Lane Schinnell	Right of Way Agent		$94.22	
Jasmine Reid	Administrative /Project Support	20	$80.78	$1,616
Wendy DePue	Administrative /Project Support		$87.50	
Subtotal:		226		$28,028

REIMBURSABLES

Misc mileage/postage	$750
Subtotal:	$750

SUBCONSULTANT COSTS (See Exhibit D)

Subtotal:	

TOTAL	$28,778
CONTINGENCY	
GRAND TOTAL	$28,778

Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 23, 2019

Contract Land Staff
2800 156th Avenue SE, Suite 200
Bellevue, WA 98007

Subject: Acceptance ICR - Provisional

Dear Faith Roland:

We have provisionally accepted your firms Indirect Cost Rate (ICR) of 154.00%. This rate will be applicable for Washington Local Agency Contracts only. The provisional time and/or rates shall not be extended beyond the 180 days after your 2019 fiscal year end and may be subject to additional review if considered necessary by WSDOT.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email **consultantrates@wsdot.wa.gov.**

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:mya

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

KPG, P.S.

whose address is

3131 Elliott Ave., Suite 400 Seattle, WA 98121

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 Department 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.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

4/13/2021

Date

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

I hereby certify that I am the:

[x] Certified Authority

[ ] 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 Washington State Department 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.

_____ _____

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 statues 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.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

4/13/2021

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.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

4/13/2021

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 90th Street Preservation Project - Preliminary and Final Design* 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: KPG, P.S.

Sessyle Asato - _____ President

Signature Title

Date of Execution _____***:

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

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: $ N/A _____.

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

N/A _____

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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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