

# City of Redmond



## Agenda

**Tuesday, June 6, 2023**

**4:30 PM**

**City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,  
Facebook Live, YouTube, Redmond.gov/rctvlive, or 510-335-7371**

### **Committee of the Whole - Planning and Public Works**

#### **Committee Members**

*Melissa Stuart, Presiding Officer*

*Jeralene Anderson*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

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**AGENDA**

## ROLL CALL

1. Resolution Amending the City Fee Schedule to Include Fees [CM 23-271](#)  
for EV Charging

[Attachment A: Resolution](#)

[Attachment B: Background](#)

*Department: Executive, 5 minutes*

*Requested Action: Consent, June 20th*

2. Status Check-in on the Transportation Master Plan Update [CM 23-263](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Study Session, June 13th*

3. Annual Update of 2024-2029 Six-Year Transportation Improvement Program (TIP) [CM 23-272](#)

[Exhibit A: 2024-2029 Transportation Improvement Program Project List and Description \(draft\)](#)

[Attachment A: Resolution Adopting the 2024-2029 Transportation Improvement Program \(draft\)](#)

[Attachment B: Summary of Updates \(draft\)](#)

[Attachment C: 2024-2029 TIP Project Changes Map](#)

[Attachment D: 2024-2029 TIP All Projects Map](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Staff Report, June 20th*

4. Accept Sound Transit System Access Grant for 156th Ave Cycle Track project. [CM 23-267](#)

[Attachment A: Redmond System Access Fund Agreement FINAL](#)

[Attachment B: CIP Project Information Sheet](#)

*Department: Planning and Community Development, 5 minutes*

*Requested Action: Consent, June 20th*

5. Approve On Call Agreements with Intertek PSI, Krazan and [CM 23-198](#)  
MTC for Material Testing and Special Inspection Services  
[Attachment A: On-Call Materials and Special Inspection Services Agreement - Intertek-PSI](#)  
[Attachment B: On Call Material and Special Inspection Services Agreement - MTC](#)  
[Attachment C: On-Call Material and Special Inspection Services Agreement - Krazan](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

6. Approve Puget Sound Regional Council (PSRC) Federal Grant [CM 23-247](#)  
in the Amount of \$865,000 for the Adaptive Signals  
Downtown Project and Add Project to the 2023-2024 CIP  
[Attachment A: Project Area](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

7. Approve On-call Monitoring Capacity Contract Increase in [CM 23-260](#)  
Support of Surface Water Monitoring Program  
[Attachment A: Supplemental Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

8. Approve Supplemental Agreement to Existing On Call [CM 23-261](#)  
Agreements with OTAK for Engineering and Inspection  
Services for Wastewater Lift Stations and Other CIP Projects  
[Attachment A: Supplemental Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

9. Approve 2021-23 Pollution Prevention Assistance Interagency [CM 23-262](#)  
Agreement Amendment  
[Attachment A: Fully Executed Department of Ecology Contract](#)  
[Attachment B: City of Redmond Original Contract](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

10. Approve Consultant Agreement with Matrix Consulting Group [CM 23-265](#)  
in the Amount of \$170,300 for the 2023 Fleet Study

[Attachment A: Consulting Services Agreement with Matrix Consulting Group](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

11. Approve Consultant Agreement with HDR for the NE 95th [CM 23-268](#)  
Street Bridge Replacement project

[Attachment A: Vicinity Map](#)

[Attachment B: Additional Background Information](#)

[Attachment C: Consultant Services Agreement](#)

*Department: Public Works, 5 minutes*

*Requested Action: Consent, June 20th*

ADJOURNMENT





## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-271

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Executive	Lisa Maher	425-556-2427
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**DEPARTMENT STAFF:**

Executive	Jenny Lybeck	Environmental Sustainability Program Manager
Executive	Jack Anderson	Climate and Sustainability Fellow

**TITLE:**

Resolution Amending the City Fee Schedule to Include Fees for EV Charging

**OVERVIEW STATEMENT:**

The City of Redmond currently offers free public electric vehicle (EV) charging at City Hall and the Municipal Operations Center (MOC). While free charging has resulted in high utilization and supported EV adoption in Redmond, it has consequently resulted in long dwell times beyond the posted 3-hour limit and frequent complaints from community members. To continue support of EV adoption and mitigate the noted challenges, staff recommends Council amend the City Fee Schedule to include the following proposed fee structure for EV charging at City owned charging stations:

\$0.23 per kWh for first 3 hours of charging, plus an additional fee of \$5 per hour after 3 hours up to a maximum of \$25.

This rate was developed based on real time billing data, regional trends, and best practices. Staff recommends this structure to limit dwelling beyond the posted limit, increase charger availability, provide continued support of EV adoption in Redmond, recuperate costs, and reduce management demands on staff.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Environmental Sustainability Action Plan
- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

The average market rate for EV charging in Redmond is \$0.32 per kWh. The rate structures and fees vary by vendor, location, and charging speed. Staff are proposing a fee below market rate to support the continued adoption of EVs in Redmond, while recovering operating costs. See Attachment B for details.

**OUTCOMES:**

Approval would allow the City to charge a fee at City of Redmond public EV charging stations to limit charger dwelling beyond the posted 3-hour limit, increase charger availability, recuperate costs, and reduce the management burden on staff.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

City staff researched the fees collected by other jurisdictions and private companies for public EV charging service. The proposed fee is competitive with those offered by other service providers in the region.

- **Feedback Summary:**

See Attachment B for details

**BUDGET IMPACT:**

**Total Cost:**

The City pays a yearly fee of \$6,526 to ChargePoint, a third-party EV charging network, for operations and maintenance of existing vehicle charging equipment. In addition, the City pays an estimated \$8,078 for electricity to power the existing vehicle charging stations. The proposed rate structure would recover City costs to offer these services.

**Approved in current biennial budget:** ☐ Yes ☐ No ☒ N/A

**Budget Offer Number:**

N/A

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:** ☒ Yes ☐ No ☐ N/A

***If yes, explain:***

This new fee will allow the city to recover the cost of operations and maintenance of City-owned EV chargers.

**Funding source(s):**

N/A

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Click and select a meeting from the dropdown menu.	Click and select an action from the dropdown menu.

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**  
N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If not approved, the City will continue to offer EV charging to the public at no-cost. Charger dwelling and complaints to staff would likely continue to be a challenge.

**ATTACHMENTS:**

Attachment A: Resolution  
Attachment B: Background

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF REDMOND, WASHINGTON, AMENDING THE CITY'S FEE  
SCHEDULE TO ESTABLISH A FEE FOR CHARGING AT  
CITY-OWNED, PUBLICLY AVAILABLE, ELECTRIC  
VEHICLE CHARGING INFRASTRUCTURE.

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WHEREAS, the City of Redmond operates two, publicly available, electric vehicle (EV) charging stations located at City Hall and the Municipal Operations Center (MOC); and

WHEREAS, the City of Redmond committed to reduce greenhouse gas emissions and expand clean transportation options, as outlined in the 2020 Environmental Sustainability Action Plan; and

WHEREAS, the City of Redmond has decided to impose a fee for charging at City-owned, publicly available, EV charging stations to recover operation costs, discourage charger dwell times beyond the posted 3-hour limit, and reduce staff capacity burden, while supporting EV adoption in Redmond; and

WHEREAS, in 2021, Washington State passed Senate Bill 5192 regarding EV service provider disclosures, codified as Revised Code of Washington ("RCW") 19.94.560; and

WHEREAS, RCW 19.94.560, in part, requires that all EV service providers must disclose to the user the price to refuel in United

States dollars per kilowatt-hour ("kWh") or megajoule by January 1, 2023; and

WHEREAS, in compliance with the new state regulation, the City of Redmond developed a cost-based price for City-owned, publicly available, EV charging stations of \$0.23 per kWh, which includes electric rates and maintenance costs; and

WHEREAS, to discourage charger dwelling beyond the 3-hour posted limit, and increase access of City-owned, publicly available, EV charging stations, the City of Redmond has decided to adopt a fee of \$5 an hour, to take effect after the initial 3 hours of charging, administered through the charging station, not to exceed \$25,

WHEREAS, the new fees are competitive with fees charged by other service providers in the region, and will be adjusted annually by electrical rate increases and maintenance and operations costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Adoption of a fee schedule for charging at City-owned, publicly available, electric vehicle charging infrastructure.

The City's fee schedule is amended to establish a fee for charging at City-owned, publicly available, electric vehicle charging infrastructure in the amount of \$0.23 per kWh for the first 3 hours  
{JEH2830418.DOCX;1/00020.900010/ }

of charging, plus an additional fee of \$5 per hour after 3 hours, up to a maximum of \$25. All City-owned, publicly available, electric vehicle charging stations shall be clearly marked and shall disclose the fees adopted by this Resolution at the point of sale and prior to the user initiating the charging session.

Section 2.      Effective Date. The fees established by Section 1 shall become effective on June 26, 2023.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of June, 2023.

APPROVED:

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:

# Public Electric Vehicle Fee Setting Overview

## Background

The City of Redmond currently offers two electric vehicle (EV) charging stations (four charging heads) for public use. The charging stations were installed through a grant in 2010 and are located at the main City Hall parking lot and the Municipal Operations Center (MOC) public lot. Since their installation, the chargers have been offered at no cost to users to support the EV transition. This has the unintended consequence of long dwell times and increased customer service support to manage complaints.

The City currently pays a yearly fee of \$6,526 to ChargePoint, a third-party EV charging network, for the operations and maintenance of the existing vehicle charging equipment. The City pays an average of \$8,079 in electricity costs for free public charging on an annual basis.

Staff are proposing a fee to recover costs, reduce dwell times beyond the posted 3-hour time limit, and support the continued adoption of clean EVs in Redmond by maintaining a low-cost charging option for the community

## Charging Station Usage Summary

### MOC

- Average charging session length: 3 hours and 5 minutes
- Total charging sessions over past 365 days: 2,388 sessions
- Total electricity consumption over past 365 days: 26,443 kilowatt-hours (kWh)
- Estimated year-to-date electricity costs: \$3,372 (\$281 per month)

### City Hall

- Average charging session length: 2 hours and 53 minutes
- Total charging sessions over past 365 days: 3,530 sessions
- Total electricity consumption over past 365 days: 37,956 kilowatt hours (kWh)
- Estimated year-to-date electricity costs: \$4,707 (\$392 per month)

## Regional Fees Survey

### Municipal-Owned Public Charging Fees

- Kirkland: Free public charging
- Shoreline: Free public charging
- Bellevue: \$2/hour for public charging
- Mercer Island: \$1/hour for public charging
- King County: \$2/hour for public charging

### Privately-Owned Charging Rates in Redmond Available to the Public

Locations in Redmond charge a variety of rates depending on the vendor and location.

The average market rates include:

- Hourly: \$1.5/hour
- kWh: \$.32/kWh

Specific Redmond locations and rates include:

- Kohl's
  - Four Level 2 charging ports
  - Rate: \$1.25/hr
- Target
  - Five DC fast charging ports
  - Rate: \$0.48/kWh
- Park East Business Park
  - Six Level 2 charging ports
  - Rate: Free for first 2 hours, \$2.00/hr after 2 hours
- Genie HQ
  - Two Level 2 charging ports
  - Rate: \$0.19/kWh
- Reflections Station
  - Two Level 2 charging ports
  - Rate: \$0.30/kWh for first 4 hours, \$20/hr after 4 hours
- Redmond Town Center
  - Four Level 2 charging ports
  - Rate: \$0.99 Flat Rate, \$0.47/kWh
- Quadrant Willows Corporate Center
  - Two Level 2 charging ports
  - Rate: \$1.75/hr
- The Village at Overlake
  - Two Level 2 charging ports
  - Rate: \$0.49/kWh

### **Recommendation**

Staff recommends the adoption of the EV charging fee of \$0.23/kWh, with an additional fee of \$5 per hour after 3 hours. This per kWh fee was informed by the average cost of electricity, annual charger maintenance fees, average annual charger electricity consumption, and other regional EV charging fees and penalties. In compliance with Revised Code of Washington ("RCW") 19.94.560, the price to refuel is set in United States dollars per kilowatt-hour.

The proposed fee will allow for the recuperation of electricity and maintenance costs, and the added penalty will reduce charger dwell times beyond the posted three-hour time limit, therefore increasing charger availability and decreasing customer service support needs. In addition, the charging fee of \$0.23 per kWh is an accessible charging fee below the Redmond market rate of approximately \$.32 per kWh, encouraging the continued adoption of clean EVs in Redmond.





## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-263

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Vangie Garcia	Transportation Planning and Engineering Manager
Planning and Community Development	Josh Mueller	Senior Transportation Strategist
Planning and Community Development	Francesca Liburdy	Senior Transportation Planner
Planning and Community Development	LaNaya Taylor	Program Administrator
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Status Check-in on the Transportation Master Plan Update

**OVERVIEW STATEMENT:**

In collaboration with the Comprehensive Plan Update, Redmond 2050, the City is working on updating the Transportation Master Plan (TMP). The TMP is the functional strategic plan that guides transportation investment and activities to support the Comprehensive Plan vision.

As part of the TMP work, staff has started the development of a Local Road Safety Plan and a Safer Streets for All Action (SS4A) Plan, an update to the Redmond Bicycle Design Manual, a Current State Technology Assessment, and a community engagement effort. Staff will provide an overview of the work that has been done and explain the next milestones to be achieved.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Comprehensive Plan, Transportation Master Plan
- **Required:**

N/A

- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

The Transportation Master Plan document has not been updated since 2013. Completion of the Transportation Master Plan update will communicate the strategies behind the policies, standards, actions, programs, and plans that align with current City priorities.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Routes to Rails Community Engagement Campaign, February - June 2023
- **Outreach Methods and Results:**  
Surveys, Listening Sessions, Community Discussions
- **Feedback Summary:**  
Still ongoing.

**BUDGET IMPACT:**

**Total Cost:**  
N/A

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**  
000343

**Budget Priority:**  
Vibrant and Connected

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒

**If yes, explain:**  
N/A

**Funding source(s):**  
General Fund, Grant

**Budget/Funding Constraints:**  
N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
3/7/2023	Committee of the Whole - Planning and Public Works	Provide Direction
3/28/2023	Study Session	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/13/2023	Study Session	Receive Information

**Time Constraints:**

In order to fulfill the Comprehensive Plan adoption by December 2024, there are certain components of the Transportation Master Plan (TMP) that are mandatory and need to be included.

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

None



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-272

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Seraphie Allen	Deputy Director
Planning and Community Development	Vangie Garcia, P.E., PMP	Manager, Transportation Planning and Engineering
Planning and Community Development	Josh Mueller	Senior Transportation Planner

**TITLE:**

Annual Update of 2024-2029 Six-Year Transportation Improvement Program (TIP)

**OVERVIEW STATEMENT:**

The Transportation Improvement Program (TIP) is a state-mandated planning document, updated annually, listing all significant transportation projects anticipated to be built or to compete for grant funding within the next six years. Following a public hearing in July, the proposed TIP will be adopted by City Council.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - 1) Comprehensive Plan - establishes the vision and policy direction for how the City will grow and develop through 2030
  - 2) Transportation Master Plan (TMP) - an element of the Comprehensive Plan that guides the City's transportation investments and activities
  - 3) Capital Investment Strategy (CIS) - provides a framework for both near-term investments within the CIP timeframe and long-term capital needs that advance the City's vision
  - 4) Capital Investment Program (CIP) - provides a near-term (six-year) financial planning outlook into capital needs that advance the City's vision.
  - 5) Development Agreements - various commitments agreed to by City and applicants (agencies or private

developers) through the permit and review process

- **Required:**  
The TIP is required to be updated annually by state law (RCW 39.92.030).
- **Council Request:**  
N/A
- **Other Key Facts:**  
The TIP is a planning document that will be proposed for adoption by City Council. Projects are shown in the TIP when they are consistent with financial planning documents or are being advanced through grants or private development.

#### **OUTCOMES:**

The annual update of the TIP keeps the City in compliance with state law and provides a foundation for future transportation grant applications (which often require inclusion in the TIP in order to be considered for funding). The update process also supports alignment of transportation priorities with the City's vision, the biennial budget, CIP, and CIS. The TIP is the City's most comprehensive listing of near-term transportation needs (funded and unfunded).

#### **COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Notice of Public Hearing will be published on June 12, 2023, with the hearing to be held on July 3, 2023.
- **Outreach Methods and Results:**  
Interested parties are invited to comment in person at the public hearing, or in writing prior to the hearing. Anyone who is hearing or visually impaired can notify the Planning Department at in advance of the hearing in order to be provided with assistance.
- **Feedback Summary:**  
Any feedback provided before the hearing will be summarized by staff and provided to Council.

#### **BUDGET IMPACT:**

##### **Total Cost:**

There is no fiscal impact associated with the annual update to the six-year TIP. Staff working on this program are funded through the adopted budget.

**Approved in current biennial budget:** ☒ **Yes** ☐ **No** ☐ **N/A**

##### **Budget Offer Number:**

000343 - Mobility of People and Goods

##### **Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:**      ☐ Yes      ☐ No      ☒ N/A

**If yes, explain:**

N/A

**Funding source(s):**

General Fund, Operating Grants and Impact Fees

**Budget/Funding Constraints:**

The document is a planning document and as such does not obligate the City to expend funds or alter its capital funding priorities.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Receive Information
7/5/2023	Business Meeting	Approve

**Time Constraints:**

A 2024-2029 Six-Year TIP must be adopted in 2023 per state requirements. Projects must be included in the TIP to receive state and federal grant funding.

**ANTICIPATED RESULT IF NOT APPROVED:**

The City would be unable to accept and apply for State and Federal transportation grants.

**ATTACHMENTS:**

Exhibit A - 2024-2029 Transportation Improvement Program Project List and Descriptions (draft)

Attachment A - Resolution adopting the 2024-2029 Transportation Improvement Program (draft)

Attachment B - Summary of Updates (draft)

Attachment C - 2024-2029 TIP Changes Map (draft)

Attachment D - 2024-2029 TIP Projects Map(draft)

City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM

EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)				
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total
PROG	P2	Bridge Structure and Repair Program	Bridge structure and repair projects maintain the structural integrity and safety of all 18 of the City’s bridges.			900				900
PROG	S1	Traffic and Pedestrian Safety Enhancements	Install various pedestrian safety improvements (speed radar, flashing crosswalks, raised crosswalks, and ADA upgrades) at various locations near Redmond schools.			225				225
PROG	S2	Street Channelization Improvement and Maintenance Program	Install small channelization (striping and signing) projects to improve safety. A portion of the funds are used for new channelization improvements needed to enhance safety or operations.			750				750
PROG	S5	Street Lighting Enhancement Program	Design and install new street lights at key locations where additional illumination would improve safety and user accessibility.			450				450
PROG	S80	Sustainability LED Street Light Retrofit	Convert existing street lights owned by Puget Sound Energy.			123				123
PROG	S81	Pavement Repair Program	Conduct preventive maintenance, rehabilitate and overlay pavement to extend useful life.			3,000				3,000
PROG	S82	State Route 520 Pedestrian Bridge Program	State Route 520 Pedestrian Bridge maintenance			750				750
PROG	S83	Sidewalk Repair Program	Repair or replace sidewalks as part of ongoing maintenance. May include ADA upgrades depending on location.			1,800				1,800
PROG	B115	ADA Improvements-Transportation Curb and Ramp Projects	Install missing or replace non-compliant ADA ramps according to prioritized list, with a specific number of ramps upgraded each year.			1,800				1,800
PLAN	L9	Sound Transit East Link - City ST3 Planning	Staff oversight and participation in implementing East Link Light Rail (E360) and the Downtown Redmond Light Rail Extension (DRLE). Process requires substantial City involvement to ensure system will be consistent with Redmond's interests.	2024	2024	100				100
PDBK	B41	Redmond Technology Station Pedestrian & Bicycle Bridge	Design and construct a new pedestrian and bike connection over SR 520 between the Redmond Technology Station and west side of SR 520 and 520 Trail (in the vicinity of the NE 38th Street alignment) and the SR 520 Trail.	2024	2024	107				107
PDBK	B42	Redmond Central Connector Phase III	Complete the third phase of the Redmond Central Connector paved shared-use path up to 124th Street.	2024	2026	4,346	2,130	358		6,834
PDBK	B43	Cleveland Street East Main Street Improvements	Extend the "Main Street" streetscape improvements of Cleveland Street eastward to 168th Avenue. <i>May be dependent on timing of Redmond Square, Sound Transit and other redevelopment of frontage properties.</i>	2024	2025	1,085				1,085
PDBK	B47	159th PI NE Sidewalk - Bear Creek Parkway to Leary Way	Construct sidewalk on east side of 159th Place NE from Leary Way to Bear Creek Parkway where missing.	2024	2025	212				212
PDBK	B48	West Lake Sammamish Parkway Sidewalk	Complete sidewalk on west side of West Lake Sammamish Parkway between Bel-Red Road and south city limits where missing						14,804	14,804
PDBK	B51	Avondale Road Buffered Bicycle Lanes - Avondale Way to Novelty Hill Rd	Add buffered bicycle lanes on both sides of Avondale Road between Avondale Way and Novelty Hill Road.						421	421
PDBK	B55	140th Ave NE Sidewalk - Redmond Way to NE 84th St	Add sidewalk on west side of 140th Ave NE between Redmond Way and NE 84th St where missing.						110	110
PDBK	B60	176th Ave NE Sidewalk - NE 65th St to NE 70th St	Complete sidewalk on 176th Avenue between 65th and 70th streets. Sidewalk will typically be placed on west side of road.	2027	2028				1,068	1,068
PDBK	B74	SR 520 Trail Grade Separation at NE 51st St	Construct a grade-separated pedestrian and bike tunnel for the SR 520 regional shared use path under the NE 51st Street and SR 520 westbound ramp terminal intersection.						1,500	1,500
PDBK	B76	Old Redmond Road Buffered Bicycle Lanes	Add buffered bicycle lanes on Old Redmond Road between 152nd Ave NE and 132nd Ave NE.						201	201
PDBK	B77	Avondale Road Buffered Bicycle Lanes - Novelty Hill Rd to NE 116th St	Add buffered bicycle lanes on both sides of Avondale Road between Novelty Hill Road and NE 116th St.						175	175
PDBK	B78	NE 40th St Shared Use Path - 163rd Ave NE to 172nd	Add a shared use path on NE 40th St between 163rd Ave NE and 172nd Ave NE.	2024	2027	7,106				7,106

City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM

EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)				
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total
PDBK	B80	156th Ave NE Cycle Track - NE 28th St to NE 40th St	Add cycle track along 156th Ave NE between NE 28th St and NE 40th St.	2024	2025	4,767		1,160		5,927
PDBK	B81	156th Ave NE Sidepath - NE 40th St to NE 51st St	Add multiuse path along 156th Ave NE between NE 40th St and NE 51st St.	2026	2027		700		5,121	5,821
PDBK	B83	148th Ave NE Multiuse Trail and Roadway Improvements - SR 520 EB ramp to SR 520 WB ramp	Modify channelization and signals, and provide wide multi-use trail that is separated from the roadway on the east side of 148th Ave NE from the eastbound SR 520 on ramp to the SR 520 Trail at the westbound SR 520 off ramp at NE 29th Place (148th Ave NE bridge over SR 520). Design to accommodate future grade separation project at 148th Avenue NE and NE 29th Place.						7,894	7,894
PDBK	B84	Bear Creek Trail - Union Hill to Avondale Road	Construct paved trail with undercrossing improvements at Union Hill Road and Avondale Road						1,010	1,010
PDBK	B86	East Lake Sammamish Trail/RCC Connection (SR 520 Undercrossing)	Provide grade separated trail through the SR 520/SR 202 Interchange area along the planned light rail alignment, connecting East Lake Sammamish Trail and Redmond Central Connector. Provide access to the planned Southeast Redmond light rail station. Project cost does not account for modification of SR 520 ramps.	2024	2025	5,583				5,583
PDBK	B87	Red-Wood Road Buffered Bicycle Lanes	Add buffered bicycle lanes to Red-Wood Road between NE 90th St to NE 109th St.						186	186
PDBK	B88	NE 80th Street Bicycle Facilities - Redmond Way to 172nd Avenue	Complete bicycle facilities on 80th Street with a combination of bicycle lanes and bicycle boulevard treatment as appropriate for each segment of corridor.						708	708
PDBK	B90	Bel-Red Road Bicycle Lanes - West Lake Sammamish Parkway to 156th Ave NE	Install bicycle connection on 28th Street from 156th Avenue to the planned HAWK signal at Bel-Red Road and the 2800 Block. Coordinate with Microsoft and Bellevue to determine facility type (one way operation preferred).	2026	2026	1,795				1,795
PDBK	B92	150th Ave NE Bicycle Lane Completion	Fill in gaps in bicycle facility network on 150th Avenue NE from NE 51st Street to NE 40th Street in both directions, and improve curve radius to allow for truck movements through existing chokepoint. Widen roadway 6' to west and build retaining walls.						600	600
PDBK	B94	Redmond Technology Station Ped-Bike Tunnel	Provide pedestrian/bicycle tunnel underneath 40th Street.	2024	2025	4,200				4,200
PDBK	B95	151st Ave NE Sidewalk - NE 64th St to Ben Rush Elementary	Sidewalk on 151st Avenue from 64th Street to the pedestrian pathway that links to Ben Rush.						196	196
PDBK	B96	151st Ave NE Sidewalk - Old Redmond Road to 7500 Block	Safe Routes to School Project. Sidewalk on 151st Avenue from Old Redmond Road to the 7500 Block. Connect 151st Avenue to 152nd Avenue at the 7500 Block	2026	2027	899				899
PDBK	B97	NE 88th St Sidewalk - 171st Ave NE to 172nd Ave NE	Safe Routes to School Project. Sidewalk on 88th Street from 171st Avenue to 172nd Avenue.	2026	2027	119				119
PDBK	B98	NE 89th St Sidewalk - 166th Ave NE to 168th Ave NE	Sidewalk on 89th Street from 166th Avenue to 168th Avenue.						193	193
PDBK	B99	Redmond Central Connector Improvements - Sound Transit Betterments	Implement the ultimate design of the Redmond Central Connector between 164th Avenue NE and the Bear Creek Trail.	2024	2024	689				689
PDBK	B100	SE Redmond Trail - ELST to SE Redmond LR Station to Marymoor Connector	Regional Paved Trail connecting the East Lake Sammamish Trail to the Southeast Redmond Light Rail Station to the Marymoor Park Trail. <i>See Marymoor Infrastructure Report.</i>	2024	2024	7,050				7,050
PDBK	B102	164th Ave NE Sidewalk - NE 95th Street to NE 99th Street	Sidewalk on 164th Avenue from 95th Street to 99th Street						316	316
PDBK	B103	NE 40th St Shared Use Path - 148th Ave NE to SR 520 Trail	Shared side path on south side of 40th Street						1,836	1,836
PDBK	B104	Targeted Safety Improvement Project - Union Hill & Avondale Bike Lane Connection	On Union Hill Road: add a westbound bike lane west of 178th Place NE to Avondale Road and a eastbound bike lane, east of Avondale Road connecting to existing bike lane after the intersection.						867	867
PDBK	B105	166th Avenue NE Sidewalk Repair - NE 80th St to NE 85th St	Replace sidewalk panels where damaged and widen sidewalk where width does not meet ADA.	2024	2025	625				625



City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)					
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total	
PDBK	B106	148th Avenue Trail (State Route 520 to 24th St)	Conduct preliminary design and right-of-way funded by from Move Ahead Washington for a pedestrian and bicycle path on the east side of 148th Ave NE across SR 520.	2027	2028	350	8,000			8,350	
PDBK	B107	Cycle Track-161st Avenue	Replace bicycle lanes and parking on one side of 161st Avenue with two-way cycle track, from the Redmond Central Connector to NE 90th Street.						6,050	6,050	
PDBK	B108	150th Avenue Improvements (4500 Block to 51st Street)	Project will complete missing bike lane connections on 150th Ave NE. Work includes pavement widening, new curb and gutter, and associated stormwater improvements.	2024	2028	2,377				2,377	
PDBK	B109	Bel-Red Road Buffered Bicycle Lanes	This project will install buffered bike lanes on Bel-Red Rd in each direction between NE 30th St and West Lake Sammamish Parkway. Connecting to existing buffered bike lanes at NE 30th Street and will coordinate with the City of Bellevue.	2024	2026	3,845				3,845	
PDBK	B110	Avondale Way Bicycle Completion	Complete bicycle lanes in both directions on Avondale Way from Union Hill Road to Avondale Road and upgrade the Union Hill Road intersection to improve bicycle crossings to the Bear Creek Trail.						3,000	3,000	
PDBK	B111	Overlake Accessibility Improvements	Enhance accessibility for people with disabilities with ADA ramp and pedestrian push button upgrades.	2024	2025	1,500				1,500	
PDBK	B78	NE 40th St Shared Use Path - 163rd Ave NE to 172nd	Replace sidewalk with shared path on the south side of NE 40th Street.	2024	2026	7,106				7,106	
PDBK	B113	164th Ave NE Channelization and Flashing Crosswalk	In support of the speed limit reduction from 40 mph to 30 mph, install channelization and an AC powered RRFB crosswalk on the north side of NE 87 St including a southbound advance RRFB.	2024	2026	383				383	
RDWY	C45	156th Ave NE and Bel-Red Southbound Right Turn Lane	Construct a southbound right-turn lane. Construction planned to begin after the construction of at least 1,400,000 net new gross square feet on the Main campus, or sooner at Microsoft's option. Improvements could also be triggered by the Esterra Park development.	2027	2027	2,392				2,392	
RDWY	C46	148th Ave NE and NE 51st Street Westbound Right-Turn Lane	Add a second right-turn lane from westbound NE 51st Street to northbound 148th Avenue NE.	2026	2026	1,000				1,000	
RDWY	C56	Overlake Access Ramp	Construct eastbound access ramp from SR 520 to roundabout at 150th Ave NE and interim at-grade roadway connection between the roundabout and 152nd Ave NE. Ramp would diverge from eastbound 148th Ave NE off-ramp, be grade-separated from 148th Ave NE and connect with City streets at 150th Ave NE. The ramp would include 1 general purpose lane, and auxiliary lanes and HOV/Transit treatments as applicable.	2024	2025	101		69,149		69,250	
RDWY	C57	152nd Avenue NE Improvements - NE 24th St to NE 31st St	Developers will complete the improvements as required through frontage improvements and development agreements,per the Overlake Village Street Design Guidelines. The Group Health Development Agreement requires completion of improvements on 152nd Ave NE along the Capstone development frontage.	2024	2026	2,715	3,162		12,295	18,172	
RDWY	C64	Redmond Way Bridge Modifications and 76th Street Widening	Reconfigure bridge to add a second east-bound left turn lane by removing the sidewalk on the south side of bridge adding a separate pedestrian-bicycle bridge over Bear Creek. In addition, widen NE 76th Street to accept the dual left turns from Redmond Way. The ped/bike bridge will provide a dual function to both replace the existing narrow walkway and accommodate a future connection between Bear Creek Trail and East Lake Sammamish Trail on the south side of SR 520.	2024	2025	520				520	
RDWY	C66	NE 116th St Widening Phase II	Complete three missing sections of multimodal street improvements on South side: 1) Church frontage east of Red-Wood Road, 2) frontage of existing Chardonnay Plat, and 3) wetland section between 176th and 178th.						3,000	3,000	
RDWY	C67	Redmond Way Westbound Right Turn Lane	Construct second westbound lane on Redmond Way that transitions to right turn lane at 164th Ave NE where not completed by adjacent development.	2024	2027	2,500			2,500	5,000	
RDWY	C68	NE 70th St Improvements - Redmond Way to 180th Ave	Complete the 70th Street Extension from Redmond Way to 180th Avenue per the Marymoor Subarea Plan (includes general purpose lanes, turn lanes, bicycle lanes, and sidewalks).	2024	2025	4,690				4,690	

City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)					
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total	
RDWY	C69	152nd Avenue NE Improvements - NE 20th St to NE 24th St	Continues 152nd Ave NE Main Street improvements south from NE 24th St to NE 20th street. Half street improvements on west side will be completed through KCC Limited Edition development agreement.	2025	2027	5,126			15,377	20,503	
RDWY	C70	148th Ave NE Corridor Improvements - Bel-Red Rd to SR 520	Improve intersections on 148th Avenue NE at NE 20th Street and NE 24th Street; Create third northbound through lane on 148th Avenue NE from Alhazen St/NE 22nd St to SR 520 eastbound on-ramp.	2027	2027	1,801			17,130	18,931	
RDWY	C71	148th Ave NE Northbound Through Lane - Bel-Red Road to NE 22nd St	Create continuous northbound through lane on 148th Ave NE between Bel-Red Road and Alhazen/NE 22nd St.						8,272	8,272	
RDWY	C73	Avondale Road School Bus Pullouts	Install school bus pullouts on Avondale Road including at Novelty Hill Road, NE 95th St, 188th Ave NE/182nd Ave NE, 180th Ave NE, and NE 90th St.						2,623	2,623	
RDWY	C74	148th Ave NE Right Turn Lane at NE 20th St	Add northbound right turn lane at 148th Ave NE & NE 20th St.	2026	2026	1,890				1,890	
RDWY	C75	Willows Rd and NE 91st St Intersection Realignment	Realign intersection of NE 91st Street and Willows Road.						250	250	
RDWY	C76	NE 124th Street and 162nd Place NE Signal	Construct a new traffic signal at 124th Avenue NE and 162nd Place NE. Includes the addition of turn lanes on NE 124th and modifications on 162nd Place for sight distance.	2027	2027	275			2,355	2,630	
RDWY	C77	DaVinci Ave Interim Overlake Access Ramp Connection - ROW	Connect the Overlake Access Ramp south to serve significant development south of 24th Street. Interim project provides vehicle access and basic pedestrian facilities - development to complete full buildout of street section.						9,900	9,900	
RDWY	C78	173rd Ave NE Completion - NE 67th St to NE 70th St	Complete roadway section per the Marymoor Infrastructure Plan, including one general purpose lane in each direction, parallel parking on the east side of the road, cycle tracks, planter strip and sidewalk.	2027	2027	1,155			1,155	2,310	
RDWY	C80	NE 24th Street Multimodal Improvements - 148th Ave NE to Bel-Red Road	Construct cycle tracks on both sides of the street, separated from travel lanes by a continuous planter strip. Sidewalk to be expanded to 9 ft starting from back of cycle track. See Overlake Village South Plan for Details.						17,500	17,500	
RDWY	C81	West Lake Sammamish Parkway Improvements Design	Design of multi-modal transportation improvements including two additional general purpose lanes, bicycle lanes, sidewalks, trail, and proposed roundabout at Bel-Red Road.						3,500	3,500	
RDWY	C83	Alhazen Street Design- 148th Avenue to 152nd Avenue	Design roadway per Seritage and Limited Edition Development Agreements including one general purpose lane in each direction, bicycle lanes, planter strips, and sidewalks.	2026	2027	5,000				5,000	
RDWY	C84	Lumiere Avenue Design- 20th Street to 24th Street	Design roadway to complete roadway per Seritage Development Agreement including one general purpose land in each direction, planter strip, and sidewalks.	2026	2027	5,000				5,000	
RDWY	C85	DaVinci Avenue Design- 20th Street to 24th Street	Design roadway to complete roadway per Seritage and Limited Edition Development Agreements including one general purpose lane in each direction, bike lanes, planter strips, and sidewalks.	2026	2027	5,000				5,000	
RDWY	C86	70th Street Improvements - Redmond Way to 173rd Avenue	Construct new 70th Street from Redmond Way to Marymoor Light Rail Station and 173rd Avenue. Intersection improvements include Redmond Way and 70th Street for an additional northbound left turn lane on Redmond Way to 70th Street.	2024	2027	7,627				7,627	
RDWY	C88	Willows Road Improvement Phase 1	Install two new signals, one at Willows Creek and one at Physio Control and add 1,000 feet of new turn lane.	2027	2028	5,132			8,949	14,081	
RDWY	C89	Plaza Street Connection	Add 100ft extension of Plaza Street to Overlake Access Ramp being constructed by WSDOT.	2024	2024	360				360	
RDWY	C91	172nd Avenue NE Opening	Remove the existing gate on 172nd Avenue NE at NE 124th Street and add minor traffic calming between NE 124th Street and NE 128th Street.	2024	2025	250				250	
RDWY	C90	148th Ave Second Left Turn Lane at 24th St	Add an eastbound and westbound left turn lane on NE 24th Street at the intersection with 148th Avenue NE.						8,272	8,272	

City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM

EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)				
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total
RDWY	C92	148th Ave NE, Northbound Through Lane at 24th Street	Reconstruct northeast corner of 148th Avenue NE and NE 24th Street intersection to open a third northbound through lane from south of NE 24th Street to the eastbound SR 520 on-ramp.						2,098	2,098
TOPS	L14	Adaptive Signal System - Downtown	Optimize signal timings automatically cycle to cycle within downtown network to make improvements to traffic flow to mitigate some of roadway efficiency lost by the Couplet Conversion project.	2024	2025	135	865			1,000
TOPS	S47	150th Ave NE and NE 51st Street Traffic Signal	Add north leg (on private property) to intersection of 150th Avenue NE and NE 51st Street and signalize this intersection. North leg improvements include two southbound left-turn lanes, one through lane in each direction, bike lanes, sidewalks, transit amenities, street lights, utilities, and stormwater drainage. Relocate eastbound transit stop to far side of new intersection.	2027	2027	698				698
TOPS	S53	Avondale Road Intersection Realignment at NE 95th St - Design	Begin design to realign the intersection to reduce the skew, adds a north leg crosswalk, eliminates split phasing and provides for southbound U turns. It also moves the signal pole off the island to the side of the road.						250	250
TOPS	S55	Flashing Beacon - 161st Ave NE Pedestrian Crossing at NE 81st St	Provide rectangular rapid flashing beacon pedestrian crossing of 161st Ave NE at approximately 8100 block.	2025	2027	113				113
TOPS	S57	152nd Ave NE Pedestrian Crossing at NE 21st St	Pedestrian crossing with rectangular rapid flashing beacons at the intersection of 152nd Ave NE and NE 21st St.						150	150
TOPS	S59	West Lake Sammamish Parkway Dynamic Curve Warning at 3800 Block - Design	Evaluate the need for dynamic curve warning signs on West Lake Sammamish Parkway between NE 38th St and NE 40th St.						25	25
TOPS	S62	Adaptive Signal System - Overlake	Install and support an adaptive signal system which utilizes software to adjust signal timings to traffic volumes in real time. Includes signals throughout Overlake.	2024	2025	972				972
TOPS	S63	Adaptive Signal System - Southeast Redmond	Install and support an adaptive signal system which utilizes software to adjust signal timings to traffic volumes in real time. Includes signals in Southeast Redmond and on Avondale Road.						900	900
TOPS	S64	Flashing Beacon - NE 116th St Pedestrian Crossing at 159th Ave NE	Install pedestrian crossing on NE 116th St at 159th Ave NE.	2024	2024	114				114
TOPS	S65	Adaptive Signal System - Neighborhood Arterials	Install and support an adaptive signal system which utilizes software to adjust signal timings to traffic volumes in real time.						900	900
TOPS	S71	Flashing Beacon - 180th Ave NE at 70th St; Bear Creek Pkwy at 159th PI NE	Targeted Safety Improvement Project (TSIP) - Rectangular Rapid Flash Beacon Crossings (180th Avenue NE at NE 70th Street ande Bear Creek Pkwy at 159th PI NE)	2024	2024	74				74
TOPS	S73	132nd Avenue NE & NE 100th Street Signal	Contribute funds to a new signal at 132nd Avenue NE and NE 100th Street. City of Kirkland will design and build the project.	2024	2026	1,554				1,554
TOPS	S74	Intersection Improvements - ELSP and 187th Ave NE	Install SE left turn lane and SW left turn pocket on East Lake Sammamish Parkway and 187th Avenue NE.						3,171	3,171
PLAN	S75	Safe Streets for All (SS4A) Action Plan	Roadway policy and regulations audit for SS4A implementation.	2024	2025		200			200
TOPS	S76	Local Road Safety Program Implementation	The Local Road Safety Plan currently underway will determine the prioritized list of projects that will be applied for in Jan 2024. Under WSDOT's Citywide Safety Grant.	2024	2025				1,000	1,000
TOPS	S77	Critical Transportation Infrastructure Improvements Program	Projects funded by the Transportation Benefit District (TBD	2024	2025		4,100			4,100
PVRP	P18	148th Avenue NE Pavement Rehabilitation - NE 36th St to Redmond Way	Reconstruct portions of and provide overlay of 148th Avenue NE from Redmond Way to Willows Road. Make drainage improvements where needed. Examine roadway channelization for improved efficiencies.						14,945	14,945
PVRP	P20	NE 90th St Bridge Deck Overlay	Reseal concrete bridge deck with epoxy overlay.	2024	2025	742				742
PVRP	P25	NE 24th St Pavement Rehabilitation	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2024	2028	4,875				4,875



City of Redmond 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM  
EXHIBIT A: PROJECT LIST

				TIP Funding Range (if applicable )		Project Costs in Thousands of Dollars (\$000s)				
Type	TIP #	Project or Program Name	Description	Start	Finish	Local	Federal	State	Undet	2024-2029 Total
PVRP	P26	NE 104th St Pavement Rehabilitation - 166th Ave NE to 184th Ave NE	Rehabilitate and overlay pavement surface to extend useful life of roadway.						2,000	2,000
PVRP	P28	Avondale Way Sidewalk Preservation - 170th PI NE to Union Hill Rd	Replace existing sidewalk on southeast side that has been severely damaged by tree roots uplifting the sidewalk.	2024	2026	2,080				2,080
PVRP	P29	NE 95th St Bridge Replacement	Complete design and construction of NE 95th Street Bridge.	2024	2029	13,040				13,040
PVRP	P30	166th Ave NE Pavement Rehabilitation - NE 85th St to NE 102nd St	This project will rehabilitate and overlay the pavement surface to extend the useful life of the roadway on 166th Ave NE from NE 85th Street to NE 102nd Street.						2,597	2,597
PVRP	P31	161st Ave NE Pavement Rehabilitation - NE 85th St to NE 90th St	Rehabilitate and overlay pavement surface to extend useful life of roadway.						1,557	1,557
PVRP	P33	NE 40th St Sidewalk Rehabilitation - 162nd Ave NE to Bel-Red Rd	Replace existing sidewalk and adjacent walls that has been severely damaged by tree roots uplifting the curbs and sidewalk.	2024	2026	2,066				2,066
PVRP	P34	Cleveland Street Sidewalk Rehabilitation - 164th Ave NE to 168th Ave NE	Replace broken and heaved sidewalk panels on Cleveland Street between 164th Avenue NE and 168th Avenue NE. <i>This project will not be necessary if B43--Cleveland Street East Main Street Improvements is constructed.</i>	2024	2025	1,085				1,085
PVRP	P35	164th Ave NE Sidewalk Rehabilitation - Redmond Way to NE 90th St	Remove and replace sidewalk and street trees on both sides of 164th Ave NE between Redmond Way and NE 90th St						2,085	2,085
PVRP	P38	148th Ave NE Pavement Rehabilitation - Redmond Way to Willows Rd	Rehabilitate and overlay pavement surface to extend the useful life of 148th Ave NE from Redmond Way to Willows Road.						1,500	1,500
PVRP	P41	Downtown Neighborhood Sidewalk Repair	Remove and replace damaged sidewalks and impacted utilities as prioritized in the 2016 Comprehensive Right-of-Way Study.						1,000	1,000
PVRP	P42	Overlake Neighborhood Sidewalk Repair	Remove and replace damaged sidewalks and impacted utilities as prioritized in the 2016 Comprehensive Right-of-Way Study.						1,000	1,000
PVRP	P100	10,000 Block of Avondale Road Erosion	Stabilize slope and control erosion to protect Avondale Road and provide an environmental lift for Bear Creek through the project site.	2024	2024	1,121	1,332			2,453
PVRP	P102	Avondale Road Pavement Rehabilitation - North of Union Hill Rd to NE 90th St	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2024	2024	644	1,515			2,159
PVRP	P103	West Lake Sammamish Parkway Pavement Rehabilitation - Leary Way to North of Marymoor	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2023	2025	1,767	1,500			3,267
PVRP	P105	Avondale Road Pavement Rehabilitation - NE 90th St to Novelty Hill Road	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2024	2027	7,724				7,724
PVRP	P106	Avondale Road Pavement Rehabilitation - Novelty Hill Rd to NE 109th St	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2027	2028	4,958				4,958
PVRP	P107	NE 85th Street Bridge Repair	Various repairs identified in 2015 structural inspection.	2028	2028	926			7,977	8,903
PVRP	P108	154th Ave NE Pavement Rehabilitation - Redmond Way to NE 85th St	Rehabilitate and overlay pavement surface to extend useful life of roadway.	2025	2027	177	1,130			1,307

LEGEND

Category Types

PROG Citywide Programs

PLAN Plan Implementation and Compliance

PDBK Pedestrian and Bicycle Improvements

RDWY Minor and Major Street Projects

TOPS Traffic Operations and Safety

PVRP Maintenance and Preservation

**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
 OF REDMOND, WASHINGTON, ADOPTING A SIX-YEAR  
 TRANSPORTATION IMPROVEMENT PROGRAM FOR THE  
 YEARS 2024-2029 AND DIRECTING THE SAME TO BE  
 FILED WITH THE STATE SECRETARY OF  
 TRANSPORTATION AND THE TRANSPORTATION  
 IMPROVEMENT BOARD

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WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Redmond has previously adopted a Comprehensive Street Program, including an arterial street construction program, and thereafter periodically modified said Comprehensive Street Program by resolution; and

WHEREAS, the City Council has reviewed the work accomplished under the said Program during the past year, determined current and future City transportation needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years; and

WHEREAS, pursuant to RCW 35.77.010 a public hearing has been held on the Six-Year Transportation Improvement Program; and

WHEREAS, the adoption of the Six-Year Transportation Improvement Program is a procedural action and containing no substantive standards respecting use or modification of the environment and is categorically exempt from environmental review under terms of WAC 197-11-800 (19).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. The Six-Year  
Transportation Improvement Program for the City of Redmond,  
as revised and extended for the ensuing six (6) calendar  
years (2024-2029, inclusive), a copy of which is attached  
hereto as Exhibit A and incorporated herein by this reference  
as if fully set forth, which Program sets forth the project  
location, type of improvement, and the estimated cost  
thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter  
35.77 RCW, Staff is hereby authorized and directed to,  
within thirty (30) days, file a copy of this resolution  
forthwith, together with the Exhibit attached hereto, with  
the Secretary of Transportation and a copy with the  
Transportation Improvement Board for the State of  
Washington.

ADOPTED by the Redmond City Council this \_\_\_\_\_day of

\_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
MAYOR, ANGELA BIRNEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CHERYL D. XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:

## Summary of 2023 Updates to the 2024-2029 Six-Year Transportation Improvement Program (TIP)

### A. Completed

*These projects were removed from the TIP because they were completed in 2022.*

TIP #	Project Name	Change
B50	NE 40 <sup>th</sup> St Shared Use Path – 156 <sup>th</sup> Ave NE to 163 <sup>rd</sup> Ave NE	Completed
C65	Redmond Way and ELSP Intersection Improvements	Completed
P36	Bridge Deck Overlay – NE 85 <sup>th</sup> Street	Completed

### B. Revised

TIP #	Project Name	Change
B42	Redmond Central Connector Phase III	Updated Funding from FHWA Earmark Funds
B109	Bel-Red Road Cycle Track	Revised description
L14	Adaptive Signal System - Downtown	Updated Federal Funds

### C. Added

*These projects have been added to the proposed TIP because they are included in the proposed CIP, the Proposed CIS, or are included in Development Agreements, Grants, or Partner Agency projects.*

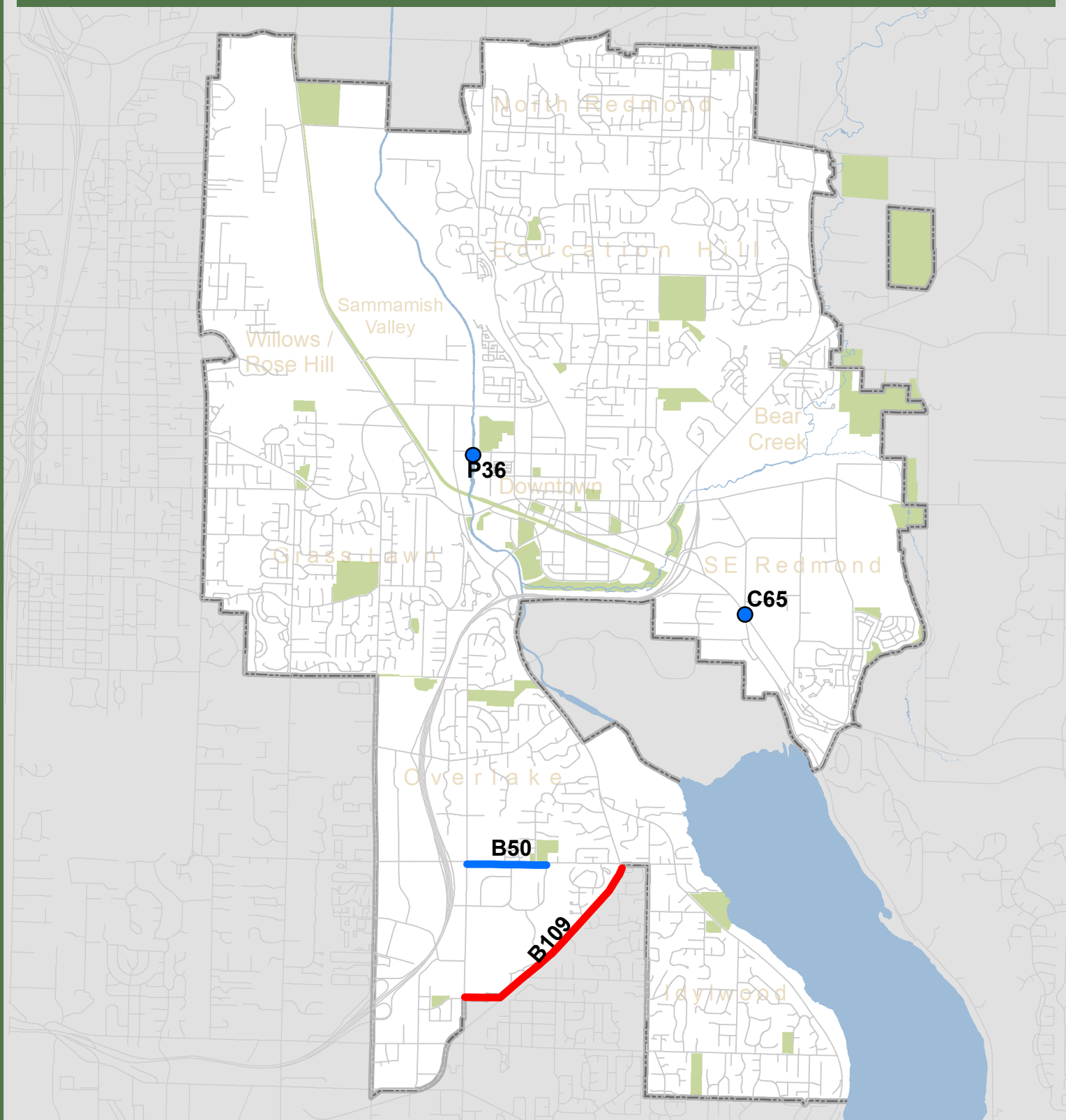
TIP #	Project Name
S75	Safe Streets for All (SS4A) USDOT Federal Grant Program Projects
S76	Local Road Safety Program Implementation
S77	Critical Transportation Infrastructure Improvement Program



# 2024-2029 Transportation Improvement Program - Changes

City of Redmond, Washington

Last updated on 8/22/2022



## LEGEND

- Completed
- Revised

- Streets
- City Park
- City Limit



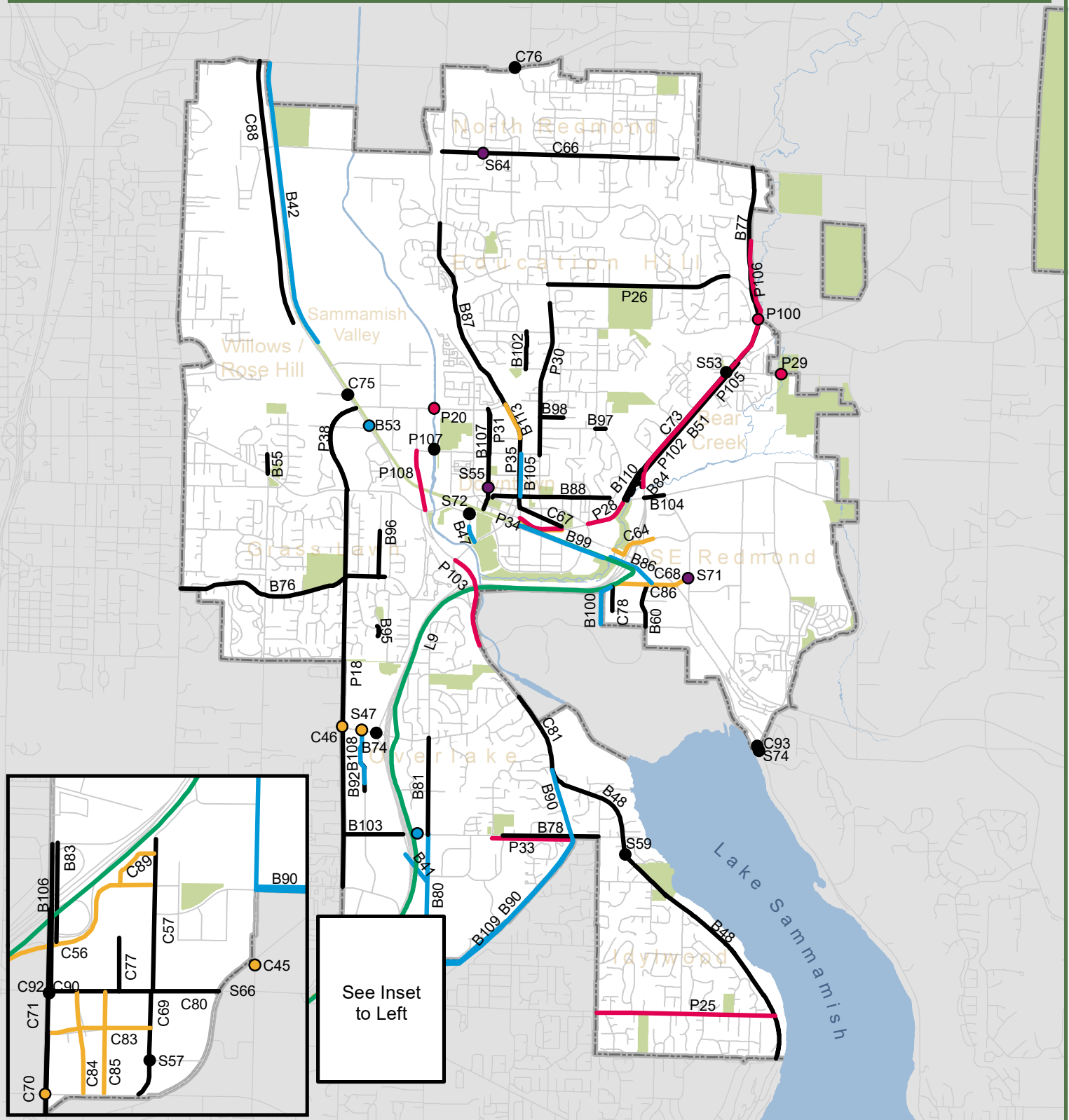
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Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference

# 2024-2029 Transportation Improvement Program - All Projects

City of Redmond, Washington

Last updated on 5/30/2023



## LEGEND

- Bike and Pedestrian Project
- Roadway Project
- Preservation Project
- Transit Project
- Safety Project
- Streets
- City Park
- Needs Funding
- City Limit



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



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-267

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Micah Ross	Senior Engineer
Planning and Community Development	Vangie Garcia	Engineering Manager
Planning and Community Development	Seraphie Allen	Deputy Director

**TITLE:**

Accept Sound Transit System Access Grant for 156<sup>th</sup> Ave Cycle Track project.

**OVERVIEW STATEMENT:**

The City has been awarded \$1,160,000 through Sound Transit's System Access Fund competition for the construction phase of the 156<sup>th</sup> Ave Cycle Track project, which is adjacent to the Redmond Technology Light Rail Station. Bids for construction of the project were opened on 5/25/23.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Grant funds will contribute to the construction of this project, which supports pedestrian and bicycle mobility in the vicinity of the new Redmond Technology Light Rail Station.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Grant Funding: \$1,160,000

Total Project Cost: \$7,659,059

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**

000034

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

Sound Transit System Access Grant

**Budget/Funding Constraints:**

N/A

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
	Item has not been presented to Council	

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Without the contribution of grant funding the project would require additional local funds to construct.

**ATTACHMENTS:**

Attachment A: Grant Funding Agreement

Attachment B: CIP Project Information Sheet

**SYSTEM ACCESS FUND PROJECT AGREEMENT**  
**BETWEEN THE CITY OF REDMOND AND THE CENTRAL PUGET SOUND**  
**REGIONAL TRANSIT AUTHORITY FOR**

**156<sup>th</sup> AVENUE SHARED USE PATH**

**GA 0198-21**

This Agreement, made and entered into on \_\_\_\_\_, between the City of Redmond (hereinafter “City”), and the Central Puget Sound Regional Transit Authority, (hereinafter "Sound Transit");

WHEREAS, the Sound Transit 3 (“ST3”) high capacity transit system expansion plan was approved by the voters in November 2016 and includes a \$100 million System Access Program to “fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services;”

WHEREAS, Sound Transit opened the System Access Fund 2019 Call for Projects in February 2019 and subsequently evaluated applications from local governments against evaluation criteria identified by the Sound Transit Executive Committee;

WHEREAS, at the conclusion of the public comment period and online open house in August 2019, the Sound Transit Board of Directors approved 30 applications from 27 local governments on September 26, 2019;

WHEREAS, Sound Transit and the City have a joint interest in constructing a shared use path from 28<sup>th</sup> Street to 31<sup>st</sup> Street and from 36<sup>th</sup> Street to 40<sup>th</sup> Street, (hereinafter the “Project), which was duly approved by the Sound Transit Board as part of the System Access Program by virtue of M2019-97;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

**1. GENERAL**

- 1.1. Purpose. The intent of this Agreement is to establish the terms and conditions for the eligible work to be performed for the Project during the duration of this Agreement. Attached hereto as **Exhibit A**, is the Scope of Work and Deliverables, which outlines the activities, products and general capital improvements eligible for funding by Sound Transit, as presented to Sound Transit in the City’s application for Project funding. Funds may be expended on eligible elements listed in **Exhibit A** up to the not to exceed amount outlined in Section 1.2 below.

- 1.2. Agreement Not-to-Exceed Amount. The total amount of the Agreement shall not exceed \$1,165,242.00. No payments will be made in excess of the established not-to-exceed amount according to the Project Description outlined in Section 2.1 below.

The funding amount provided by Sound Transit does not include federal funding.

## 2. PROJECT DESCRIPTION

- 2.1. The Project will provide segments of the shared use path from 28th Street to 31st Street and from 36th Street to 40th Street as identified in Exhibit A, Scope of Work and Deliverables. Sound Transit funding will support one Phase:

2.1.1. Construction Phase. The City will construct the Project. To be reimbursed for the Construction Phase, the City must provide the following: 1) **Exhibit B**, Final Design Plans, 2) **Exhibit C**, Project Funding Plan; 3) **Exhibit D**, Funding Certification Letter for the Construction Phase; 4) **Exhibit E**, Project Schedule; 5) **Exhibit F**, Environmental Review Certification; 6) **Exhibit G**, ROW Certification; 7) **Exhibit H**, Engineer's Estimate

## 3. PROJECT MANAGEMENT

- 3.1. Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

### CITY

Angela Birney  
Mayor, City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
425-556-2101  
mayor@redmond.gov

### SOUND TRANSIT

Alex Krieg  
Deputy Director, Planning & Integration  
401 S Jackson St  
Seattle WA 98104  
206-903-7663  
Alex.Krieg@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

- 3.2. Reporting Requirements. The City is required to submit a Quarterly Progress Report to Sound Transit's Designated Representative to include the below elements (**Exhibit I**: Template for Reporting Requirements). The report may include supporting documentation (photos, City documentation, financial information, etc.).

- 3.2.1. Project Update. Status of major activities in the reporting period, both current and upcoming.
- 3.2.2. Assessment of on-going risks. The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.
- 3.2.3. Project Funding. Summary of expenditures during reporting period, and expected expenditures in the subsequent reporting period.
- 3.3. Eligible Costs. Eligible costs include actual costs identified in **Exhibit A**, Scope of Work and Deliverables.
- 3.4. Additional Project Funding. The Not-to-Exceed funding amount in Paragraph 1.2 represents approximately twenty-six percent (26%) of the total Project cost. The City is responsible for obtaining the balance of the Project funding described in the Funding Plan attached as **Exhibit C**.
- 3.5. Project Schedule. The parties agree to the project schedule identified in **Exhibit E**, Project Schedule. The City shall complete all work and deliverables of the Project before one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise mutually agreed in writing by both Parties. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its quarterly reporting requirements.
- 3.6. City Work. The City is solely responsible for the environmental review, design, permitting, construction, project and construction management of all applicable Project elements including, but not limited to, procurement and construction administration. The City is responsible for all costs relating to the operations or maintenance of service and capital improvements related to the Project upon its completion. The City will be the owner of the completed Project. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this Agreement.
- 3.7. Signage. Any identification signage that is used during the Project shall identify Sound Transit as a funding partner.
- 3.8. Project Closeout. Before payment of the final invoice, The City and Sound Transit will meet to ensure final deliverables are complete per **Exhibit A**, Scope of Work and Deliverables.

#### 4. INVOICING

- 4.1. The City will submit quarterly invoices and supporting documentation that align with the Scope of Work and Deliverables for payment (See **Exhibit J**, Invoice Template). The invoices must include the Sound Transit purchase order number provided by Sound Transit.
- 4.2. The City will submit its invoices with the required documentation, in two .pdf files, via email to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org). Invoices will be paid within (30) days of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.



- 4.3. The City agrees to submit a final invoice to Sound Transit within forty-five (45) days after the City has completed each phase of the work.
- 4.4. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

## 5. TERM, SUSPENSION, AND TERMINATION

- 5.1. Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 5.2. Termination by Sound Transit. Sound Transit may terminate this Agreement under the following circumstances:
  - 5.2.1. If work as defined in **Exhibit A** is not completed by one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise agreed to by the Parties.
  - 5.2.2. If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Section 5.2, the City shall reimburse Sound Transit the full amount of all payments it made to the City under this Agreement within 90 days of the date of termination. The City may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

- 5.3. Termination by Either Party. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30) days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) days' notice to the other Party.

- 5.4. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

## 6. INDEMNITY

- 6.1. To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and employees) (the “Indemnified Parties”) from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City’s design, construction, maintenance or operation of the Project, including claims by the City’s employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY’S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS’ COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY’S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY’S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City’s negligence.
- 6.2. The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the City’s work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney’s fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing party.

- 6.3. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.
- 6.4. The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## **7. AUDITS**

- 7.1. Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.
- 7.2. The City will make all Project records available for Sound Transit inspection upon prior reasonable request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the dispute resolution process set forth in Section 9.

## **8. INSURANCE**

- 8.1. Coverage. During the construction phase of any eligible elements within the Project, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:

a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and

contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2. Certificates. Certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement.

## **9. DISPUTE RESOLUTION**

9.1. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.
- b. Level Two - Sound Transit's Deputy Executive Director, Office of Planning & Innovation and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
- c. Level Three - Sound Transit's Executive Director, Office of Planning & Innovation, or Designee and the City's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4. In the event the dispute is not resolved at Level Three within fourteen (14) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

## 10. LEGAL PROVISIONS

10.1. Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.

10.2. No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.

- 10.3. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.
- 10.4. Public Records. Each Party shall be responsible for its own public records and public records requests.
- 10.5. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 10.6. The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Board are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 10.7. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 10.8. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 10.9. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 10.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

10.11. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix her/his name in the appropriate space below:

SOUND TRANSIT

CITY

By: \_\_\_\_\_  
Brooke D. Belman, Deputy CEO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Sound Transit Legal Counsel

By: \_\_\_\_\_  
City of Redmond Legal Counsel

**Exhibit List:**

Exhibit A: Scope of Work and Deliverables  
Exhibit B: Final Design Plans  
Exhibit C: Project Funding Plan  
Exhibit D: Funding Certification Letter for Construction Phase  
Exhibit E: Project Schedule  
Exhibit F: Environmental Review Certification  
Exhibit G: ROW Certification  
Exhibit H: Engineer's Estimate  
Exhibit I: Template for Reporting Requirements  
Exhibit J: Invoice Form

## **Exhibit A: Scope of Work and Deliverables**

The City of Redmond will construct a new modally separated cycle track and pedestrian pathway on the east side of 156<sup>th</sup> Avenue from NE 28<sup>th</sup> Street to NE 31<sup>st</sup> Street, and from NE 36<sup>th</sup> Street to NE 40<sup>th</sup> Street. The segment between NE 31<sup>st</sup> Street and NE 36<sup>th</sup> Street will be built by private development in a similar timeframe. The cycle track and pedestrian pathway will be separated from the roadway by a minimum 4' wide planter strip. This project is a key central component of the City's larger non-motorized network in the Overlake area and will support KC Metro bus lines as well as the new Sound Transit Light Rail Station.



## **Exhibit B: Final Design Plans**

[Exhibit is separate due to file size]

## Exhibit C: Project Funding Plan



### CIP Project Information Sheet

**Project Name:** Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)

**Project Status:** Existing - Revised

**Functional Area(s):** Transportation

**Relevant Plan(s):** Transportation Master Plan

**Neighborhood:** Overlake

**Time Frame:** 2021-2024

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 9

**Functional Area Priority:** High

**Location:** 156th Avenue NE between NE 28th Street to NE 40th Street

**Description:**

Build a two-way cycle track and replace sidewalk on the east side of 156th Avenue, extending Microsoft's NE 31st Street to NE 36th Street cycle track.

**Anticipated Outcomes:** **Primary:** Upgrade/Enhancement **Secondary:** Safety

This project will construct approximately 0.5 miles of a multi modal pedestrian and bicycle pathway.

**Request:** **Primary Reason(s):**

Construction cost estimate is higher than planning level estimates. Project design has progressed and the cost estimate reflects current material costs and design progress. Project may continue into 2024 for project closeout.

Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$995,986	\$4,233,122							\$5,229,108
Approved Changes									
Current Approved Budget	\$995,986	\$4,233,122							\$5,229,108
Proposed New Budget	\$1,768,175	\$4,984,034	\$942,850						\$7,695,059
Proposed changes due to									
	Scope Change	X Schedule Change	X Budget Change						
<b>Project Phasing:</b>	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$274,554								\$274,554
Right of Way	\$10,000								\$10,000
Design (31-100%)	\$640,627								\$640,627
Construction	\$842,994	\$3,481,510	\$696,302						\$5,020,806
Contingency		\$1,502,524	\$246,548						\$1,749,072
<b>Total</b>	<b>\$1,768,175</b>	<b>\$4,984,034</b>	<b>\$942,850</b>						<b>\$7,695,059</b>

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost				\$9,000	\$9,000	\$9,000	\$9,000	ongoing	\$36,000

Explanation: Impacts include sweeping, curb repairs, painting, markings, signage. In-street operations may require additional flagging.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Transportation CIP	\$791,189	\$1,749,296		\$2,540,485
Business Tax	\$976,986	\$851,637		\$1,828,623
Grant		\$1,160,000		\$1,160,000
Impact Fees		\$2,165,951		\$2,165,951
<b>Total</b>	<b>\$1,768,175</b>	<b>\$5,926,884</b>		<b>\$7,695,059</b>



9/26/2022

## **Exhibit D: Funding Certification Letter for Construction Phase**

[Funding Letter to follow]



March 7, 2023

Alex Krieg  
Director – Access & Integration  
Sound Transit

Mr. Krieg,

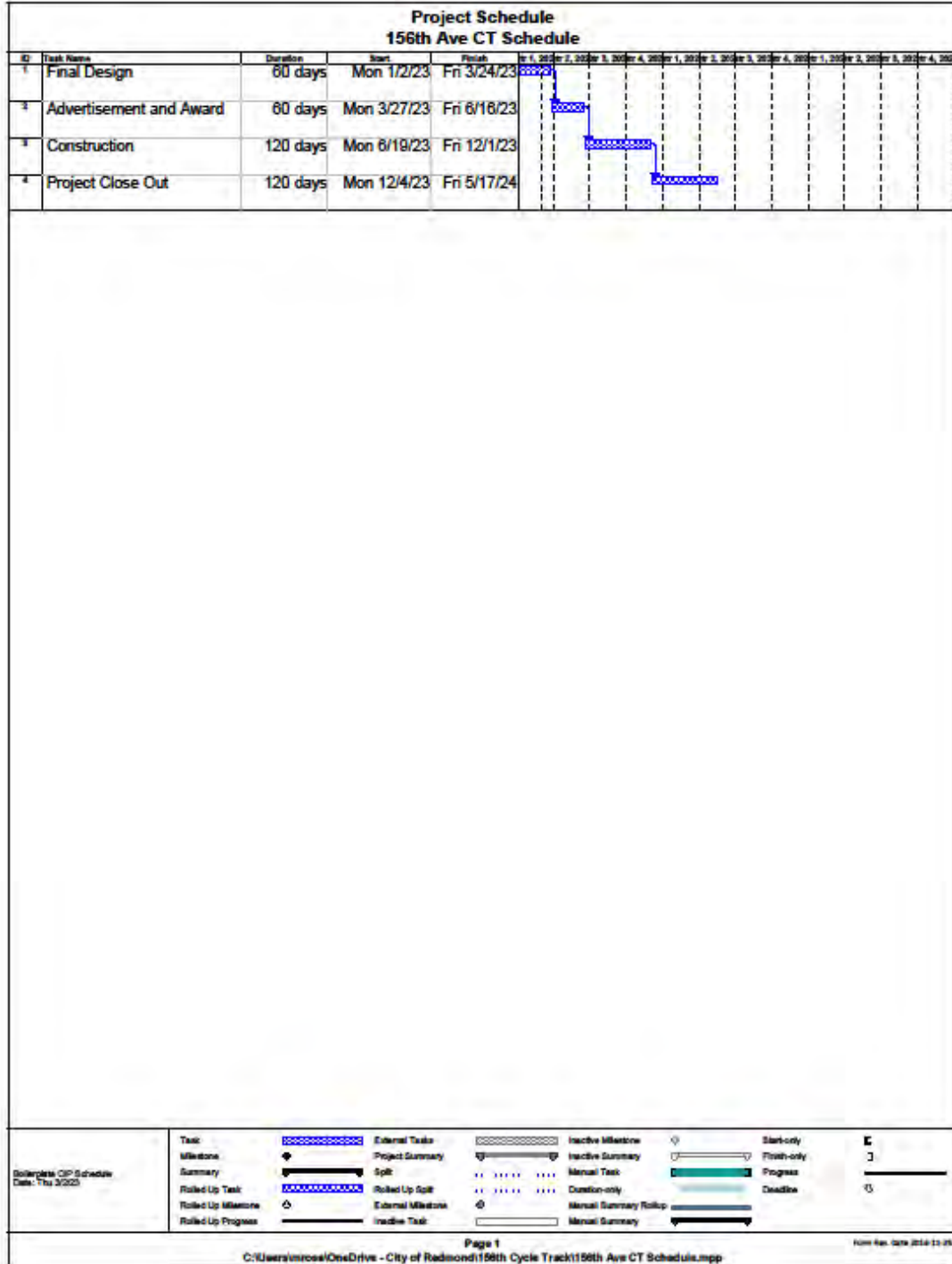
The City of Redmond is committed to fully funding the 156<sup>th</sup> Ave NE Cycle Track (NE 28<sup>th</sup> Street to NE 31<sup>st</sup> Street, and NE 36<sup>th</sup> Street to NE 40<sup>th</sup> Street) project. The project one-pager in Exhibit C of the System Access Fund Project Agreement outlines the project's funding and sources which were approved by City Council in December of 2022. The total approved budget of \$7,659,059 includes all costs for staff, design, and construction. This includes \$6,535,059 from the Transportation CIP, Business Tax, and Impact Fees. The Sound Transit System Access Grant provides \$1,160,000 for construction of the project.

If you have any questions about the project funding, please contact me at [mross@redmond.gov](mailto:mross@redmond.gov) or 425-556-2728

Sincerely,

Micah Ross, PE

## Exhibit E: Project Schedule

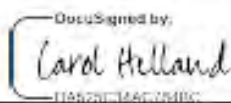


## Exhibit F: Environmental Review Certification

The City of Redmond, as lead agency for purposes of the State Environmental Policy Act (SEPA), hereby certifies that the proposal described herein has undergone environmental review in accordance with all applicable SEPA rules pursuant to Chapter 197-11 Washington Administrative Code.

The City of Redmond has completed the following project-level environmental review documentation and submitted to Sound Transit for review:

- ☒ Letter of exemption from SEPA pursuant to WAC 197-11-800
- ☐ SEPA Environmental Checklist/Determination of Non-significance (DNS) or Mitigated DNS
- ☐ Environmental Impact Statement
- ☐ SEPA Addendum
- ☐ Other: \_\_\_\_\_

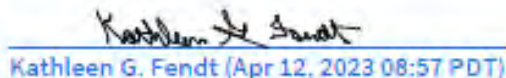
DocuSigned by:  
  
11A820C1A6C7B18C

---

Signature of Authorized Local Government SEPA Responsible Official

Sound Transit's office of Environmental Affairs and Sustainability has reviewed the provided documents checked above and authorizes the following:

- ☒ Payment for construction (Design and Construction Agreements)
- ☐ Environmental approval to execute agreement for construction of project (Construction Only Agreement)

  
Kathleen G. Fendt (Apr 12, 2023 08:57 PDT)

---

Signature of Corridor Environmental Manager

## Exhibit G: ROW Certification



Connected Community  
Enhanced Livability  
Environmental Sustainability

March 7, 2023

Alex Krieg  
Director – Access & Integration  
Sound Transit

Mr. Krieg,

The City of Redmond 156<sup>th</sup> Ave NE Cycle Track (NE 28<sup>th</sup> Street to NE 31<sup>st</sup> Street, and NE 36<sup>th</sup> Street to NE 40<sup>th</sup> Street) project did not require the purchase of any right of way.

If you have any questions about this project component, please contact me at [mross@redmond.gov](mailto:mross@redmond.gov) or 425-556-2728

Sincerely,

Micah Ross, PE

**City Hall**  
PO Box 97010  
15670 NE 85th Street  
Redmond, WA  
98073-9710

## **Exhibit H: Engineer's Estimate**

[Engineer's Estimate to follow]



156th Cycle Track						
City of Redmond						
Monday, December 12, 2022						
Schedule A - Base						
90% Estimate						
Item No.	Spec. Section	Item	Unit	Unit Cost	Quantity	Cost
1	1-04	Minor Change	CAL	\$75,000.00	1	\$75,000.00
2	1-05 SP	Surveying	LS	\$50,000.00	1	\$50,000.00
3	1-05 SP	ADA Features Staking	LS	\$10,000.00	1	\$10,000.00
4	1-05 SP	Record Drawing (Min Bid \$5,000)	LS	\$5,000.00	1	\$5,000.00
5	1-05 SP	Spill Prevention, Control and Countermeasures (SPCC) Plan	LS	\$7,000.00	1	\$7,000.00
6	1-07 SP	Property Restoration	FA	\$25,000.00	1	\$25,000.00
7	1-07 SP	Utility Potholing	FA	\$30,000.00	1	\$30,000.00
8	1-08 SP	Type B Progress Schedule (Min. Bid Price \$5,000)	LS	\$5,000.00	1	\$5,000.00
9	1-09	Mobilization	LS	\$308,000.00	1	\$308,000.00
10	1-10	Project Temporary Traffic Control	LS	\$240,000.00	1	\$240,000.00
11	1-10	Pedestrian Traffic Control	LS	\$96,000.00	1	\$96,000.00
12	1-10 SP	Uniformed Police Officer, minimum bid \$120	HR	\$120.00	640	\$76,800.00
13	1-10 SP	Flaggers and Spotters, minimum bid \$60	HR	\$60.00	1300	\$78,000.00
14	1-10 SP	Traffic Control Supervisor	LS	\$130,000.00	1	\$130,000.00
15	1-10 SP	Portable Changeable Message Sign	HR	\$5.00	1900	\$9,500.00
16	2-01	Clearing and Grubbing	LS	\$50,000.00	1	\$50,000.00
17	2-01 SP	Tree Removal, 12" + DBH	EA	\$1,000.00	83	\$83,000.00
18	2-02 SP	Removal of Structures and Obstructions	LS	\$35,000.00	1	\$35,000.00
19	2-02 SP	Removing Cement Concrete Curb and Gutter	LF	\$20.00	240	\$4,800.00
20	2-02 SP	Removing Asphalt Concrete Pavement	SY	\$20.00	50	\$1,000.00
21	2-02 SP	Removing Cement Concrete Sidewalk	SY	\$15.00	2200	\$33,000.00
22	2-02 SP	Removing Existing Rockery Wall	SF	\$25.00	40	\$1,000.00
23	2-02 SP	Removing Existing Cement Conc. Wall	SF	\$25.00	155	\$3,875.00
24	2-02 SP	Removing Existing Utility Vault	LS	\$10,000.00	1	\$10,000.00
25	2-02 SP	Removing Existing Water Facilities	LS	\$10,000.00	1	\$10,000.00
26	2-02	Gravel Borrow Incl. Haul	TON	\$50.00	445	\$22,250.00
27	2-03 SP	Cycle Track Excavation Incl. Haul, Subgrade and Protection	CY	\$40.00	1330	\$53,200.00
28	2-03 SP	Common Barrow Incl. Haul	CY	\$30.00	200	\$6,000.00
29	2-09	Structure Excavation Class A Incl. Haul	CY	\$40.00	200	\$8,000.00
30	2-09	Shoring or Extra Excavation Cl. A	LS	\$19,000.00	1	\$19,000.00
31	2-11	Trimming and Cleanup	LS	\$20,000.00	1	\$20,000.00
32	4-04	Crushed Surfacing Top Course	TON	\$37.00	170	\$6,290.00
33	4-04	Crushed Surfacing Base Course	TON	\$42.00	1030	\$43,260.00
34	4-04SP	Crushed Surfacing Base Course For Leveling Pad	CY	\$70.00	50	\$3,500.00
35	5-04 SP	HMA CI 1/2" PG 64-22	TON	\$160.00	425	\$68,000.00
36	6-02	Gravel Backfill For Wall	CY	\$75.00	170	\$12,750.00
37	6-06 SP	Pedestrian Handrail	LF	\$175.00	65	\$11,375.00
38	6-06 SP	Gripping Handrail	LF	\$200.00	141	\$28,200.00
39	6-11 SP	Conc. Class 4000 For Wall and Footing	CY	\$790.00	86	\$67,940.00
40	6-11 SP	ST. Reinf. Bar for Wall and Footing	LB	\$2.50	41500	\$103,750.00
41	7-01 SP	Drain Pipe 6 In. Diam.	LF	\$120.00	101	\$12,120.00
42	7-05 SP	Trench Drain	LF	\$120.00	14	\$1,680.00
43	7-05	Adjust Catch Basin	EA	\$800.00	2	\$1,600.00
44	7-05 SP	Catch Basin Type 2 - 48 In. Diam.	EA	\$5,250.00	1	\$5,250.00
45	7-05 SP	Adjust Storm Cleanout	EA	\$800.00	3	\$2,400.00
46	7-09	Ductile Iron Pipe for Water Main 6 In. Diam.	LF	\$140.00	140	\$19,600.00
47	7-09	Ductile Iron Pipe for Water Main 12 In. Diam.	LF	\$180.00	150	\$27,000.00
48	7-12	Air Release Valve	EA	\$4,000.00	1	\$4,000.00
49	7-12	Gate Valve 6 in.	EA	\$3,000.00	1	\$3,000.00
50	7-14	Hydrant Assembly	EA	\$6,500.00	4	\$26,000.00
51	7-15 SP	Fire Department Connection	EA	\$3,000.00	6	\$18,000.00
52	8-01 SP	Erosion Control/Water Pollution Prevention	LS	\$20,000.00	1	\$20,000.00
53	8-01 SP	Stormwater Pollution Prevention Plan, (Min. Bid Price \$5,000 LS)	LS	\$5,000.00	1	\$5,000.00
54	8-01	High Visibility Fence	LF	\$11.00	1560	\$17,160.00
55	8-01	High Visibility Silt Fence	LF	\$16.00	345	\$5,520.00
56	8-01 SP	Inlet Protection	EA	\$120.00	17	\$2,040.00
57	8-02 SP	PSIPE Quercus rober x bicolor 'Nadler', 2-1/2" caliper, B&B	EA	\$600.00	6	\$3,600.00
58	8-02 SP	PSIPE Juniperus chinensis 'Spartan', 6' HT, B&B	EA	\$225.00	7	\$1,575.00
59	8-02 SP	PSIPE Fraxinus pennsylvanica 'Patmore', 2-1/2" caliper, B&B	EA	\$600.00	13	\$7,800.00
60	8-02 SP	PSIPE Betula nigra 'WHTXXV', 2-1/2" caliper, B&B	EA	\$600.00	2	\$1,200.00
61	8-02 SP	PSIPE Parrotia persica 'JL Columnar', 2-1/2" caliper, B&B	EA	\$600.00	11	\$6,600.00
62	8-02 SP	PSIPE Thuja plicata 'Excelsa', 6' HT, B&B	EA	\$225.00	45	\$10,125.00
63	8-02 SP	PSIPE Calocedrus decurrens, 6' HT, B&B	EA	\$225.00	29	\$6,525.00
64	8-02 SP	PSIPE Gaultheria shallon, 1 Gal	EA	\$25.00	823	\$20,575.00
65	8-02 SP	PSIPE Mahonia aquifolium 'Compacta', 2 Gal	EA	\$40.00	318	\$12,720.00
66	8-02 SP	PSIPE Cornus sericea 'Kelseyii', 2 Gal	EA	\$35.00	113	\$3,955.00

156th Cycle Track						
City of Redmond						
Monday, December 12, 2022						
Schedule A - Base						
90% Estimate						
Item No.	Spec. Section	Item	Unit	Unit Cost	Quantity	Cost
67	8-02 SP	PSIPE Nandina domestica 'Gulf Stream', 2 Gal	EA	\$38.00	107	\$4,066.00
68	8-02 SP	PSIPE Rosa rugosa 'Snow Pavement', 2 Gal	EA	\$35.00	125	\$4,375.00
69	8-02 SP	PSIPE Polystichum munitum, 1 Gal	EA	\$19.00	542	\$10,298.00
70	8-02 SP	PSIPE Carex elata 'Aurea', 1 Gal	EA	\$20.00	99	\$1,980.00
71	8-02	Fine Compost	CY	\$90.00	6	\$540.00
72	8-02 SP	Topsoil Type A	CY	\$75.00	336	\$25,200.00
73	8-02 SP	Soil Amendment	CY	\$95.00	145	\$13,775.00
74	8-02 SP	Structural Soil	CY	\$145.00	98	\$14,210.00
75	8-02 SP	Screened Wood Chip Mulch	CY	\$103.00	425	\$43,775.00
76	8-02	Sod Installation	SY	\$4.00	302	\$1,208.00
77	8-02 SP	Root Barrier	LF	\$21.00	162	\$3,402.00
78	8-03 SP	Irrigation System, New, Complete	LS	\$55,000.00	1	\$55,000.00
79	8-03 SP	Irrigation System, Existing, Restoration	FA	\$15,000.00	1	\$15,000.00
80	8-04	Cement Concrete Traffic Curb and Gutter	LF	\$58.00	250	\$14,500.00
81	8-04	Cement Concrete Pedestrian Curb	LF	\$74.00	170	\$12,580.00
82	8-05 SP	Adjust Utility	EA	\$1,000.00	11	\$11,000.00
83	8-06	Cement Conc. Driveway	SY	\$175.00	2.5	\$438.00
84	8-14 SP	Cement Conc. Sidewalk	SY	\$130.00	1500	\$195,000.00
85	8-14 SP	Cement Conc. Curb Ramp Type Perpendicular	EA	\$5,250.00	2	\$10,500.00
86	8-14 SP	Cement Conc. Curb Ramp Type Parallel	EA	\$5,250.00	2	\$10,500.00
87	8-14 SP	Detectable Warning Surface	SF	\$80.00	270	\$21,600.00
88	8-14 SP	Detectable Directional Strip	LF	\$80.00	3840	\$307,200.00
89	8-19 SP	Stairway, Cement Concrete	SF	\$200.00	175	\$35,000.00
90	8-19 SP	Ramp / Stair Railing	LF	\$350.00	137	\$47,950.00
91	8-20 SP	Temporary Traffic Signal System, Complete	LS	\$10,000.00	1	\$10,000.00
92	8-20 SP	Pedestrian Illumination System - Complete	LS	\$450,000.00	1	\$450,000.00
93	8-20 SP	Modification of Microsoft Pedestrian Illumination, Complete	LS	\$20,000.00	1	\$20,000.00
94	8-20 SP	Modification of Traffic Signal System, Complete - NE 28th	LS	\$75,000.00	1	\$75,000.00
95	8-20 SP	Modification of Traffic Signal System, Complete - 28th/31st Mid-Block	LS	\$12,000.00	1	\$12,000.00
96	8-20 SP	Modification of Traffic Signal System, Complete - Block 3800	LS	\$12,000.00	1	\$12,000.00
97	8-21 SP	Permanent Signing	LS	\$7,700.00	1	\$7,700.00
98	8-22 SP	Removing Pavement Marking	LS	\$2,000.00	1	\$2,000.00
99	8-22 SP	Plastic Line, 4 In. Stripe	LF	\$3.00	950	\$2,850.00
100	8-22 SP	Plastic Line, 12 In. Stripe	LF	\$15.00	70	\$1,050.00
101	8-22 SP	Plastic Crosswalk Line	LF	\$15.00	620	\$9,300.00
102	8-22 SP	Plastic Bicycle Lane Symbol	EA	\$250.00	12	\$3,000.00
103	8-22 SP	Plastic Yield Line	LF	\$60.00	27	\$1,620.00
104	8-22 SP	Green Bike Marking	SF	\$15.00	200	\$3,000.00
105	8-24	Rock Wall (Landscape Feature)	SF	\$63.00	455	\$28,665.00
Construction Subtotal (A)						\$3,592,800.00
Miscellaneous Unknown Construction Items 5% of Construction Subtotal (B)						\$179,600.00
Construction total (A+B)						\$3,772,400.00

**Exhibit I: Template for Reporting Requirements**

**156<sup>th</sup> AVENUE SHARE USE PATH**

**PROJECT REPORT**

**GA 0198-21**

Reporting Period: \_\_\_\_\_

Submitted By: \_\_\_\_\_

1. **Project Update.** Status of major activities in the reporting period, both current and upcoming.
  
  
  
  
  
  
  
  
  
  
2. **Assessment of on-going risks.** The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.
  
  
  
  
  
  
  
  
  
  
3. **Summary of expenditures during reporting period.** Summary of expenditures during reporting period, and expected expenditures in the subsequent reporting period.

## Exhibit J: Sound Transit Invoice Form

Invoice No. \_\_\_\_\_ Dated: \_\_\_\_\_

TO: [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org)

Attention: Accounts Payable and Alex Krieg

Re: Agreement Title: \_\_\_\_\_ (required)  
Agreement Number: \_\_\_\_\_ (required)  
PO Number: \_\_\_\_\_ (required)

The City's authorized representative certifies that Sound Transit's pro rata share of costs under this invoice is \$\_\_\_\_\_ and is due and payable to the City in accordance with the provisions of the Agreement and is supported by the attached invoice and supporting documentation. [*Identify the elements(s), and the amounts by element, for which the amount due applies*]

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

CITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

# CIP Project Information Sheet

**Project Name:** Cycle Track - 156th Avenue (NE 28th Street to 31st Street and 36th Street to 40th Street)

**Project Status:** Existing - Revised

**Functional Area(s):** Transportation

**Relevant Plan(s):** Transportation Master Plan

**Neighborhood:** Overlake

**Time Frame:** 2021-2024

**Budget Priority:** Vibrant and Connected

**Citywide Rank:** 9

**Functional Area Priority:** High

**Location:** 156th Avenue NE between NE 28th Street to NE 40th Street

**Description:**

Build a two-way cycle track and replace sidewalk on the east side of 156th Avenue, extending Microsoft's NE 31st Street to NE 36th Street cycle track.

**Anticipated Outcomes:** **Primary:** Upgrade/Enhancement **Secondary:** Safety

This project will construct approximately 0.5 miles of a multi modal pedestrian and bicycle pathway.

**Request:** **Primary Reason(s):**

Construction cost estimate is higher than planning level estimates. Project design has progressed and the cost estimate reflects current material costs and design progress. Project may continue into 2024 for project closeout.

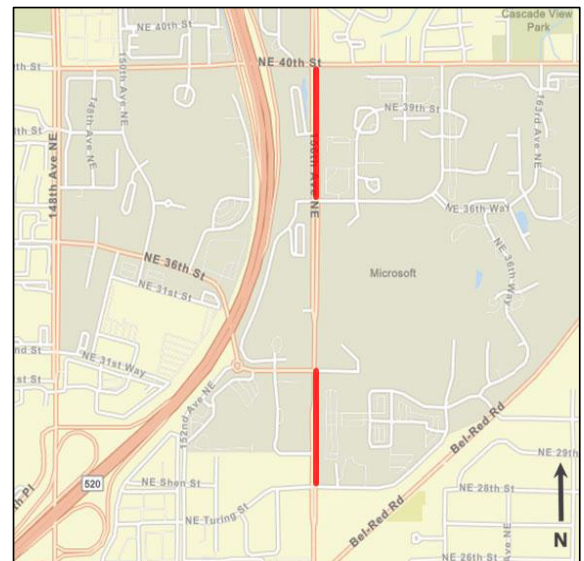
Budget:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Original Budget	\$995,986	\$4,233,122							\$5,229,108
Approved Changes									
<b>Current Approved Budget</b>	<b>\$995,986</b>	<b>\$4,233,122</b>							<b>\$5,229,108</b>
<b>Proposed New Budget</b>	<b>\$1,768,175</b>	<b>\$4,984,034</b>	<b>\$942,850</b>						<b>\$7,695,059</b>
Proposed changes due to	Scope Change	X Schedule Change	X Budget Change						

Project Phasing:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Preliminary Design (0-30%)	\$274,554								\$274,554
Right of Way	\$10,000								\$10,000
Design (31-100%)	\$640,627								\$640,627
Construction	\$842,994	\$3,481,510	\$696,302						\$5,020,806
Contingency		\$1,502,524	\$246,548						\$1,749,072
<b>Total</b>	<b>\$1,768,175</b>	<b>\$4,984,034</b>	<b>\$942,850</b>						<b>\$7,695,059</b>

Estimated M&O Impacts:	Prior	2023	2024	2025	2026	2027	2028	Future	Total
Cost				\$9,000	\$9,000	\$9,000	\$9,000	ongoing	\$36,000

Explanation: Impacts include sweeping, curb repairs, painting, markings, signage. In-street operations may require additional flagging.

Proposed Funding Source:	Prior	2023-2028	Future	Total
Transportation CIP	\$791,189	\$1,749,296		\$2,540,485
Business Tax	\$976,986	\$851,637		\$1,828,623
Grant		\$1,160,000		\$1,160,000
Impact Fees		\$2,165,951		\$2,165,951
<b>Total</b>	<b>\$1,768,175</b>	<b>\$5,926,884</b>		<b>\$7,695,059</b>





## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-198

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
--------------	------------	--------------

**DEPARTMENT STAFF:**

Public Works	Bassam Al-Ali	Project manager
Public Works	Jon Spangler	Construction Division Manager
Public Works	Steve Gibbs	Capital Division Engineering Supervisor
Public Works	Joe Averill	Engineering Supervisor

**TITLE:**

Approve On Call Agreements with Intertek PSI, Krazean and MTC for Material Testing and Special Inspection Services

**OVERVIEW STATEMENT:**

These on -call agreements with Intertek PSI, Krazean, and MTC in an amount not to exceed \$300,000 per firm, for a total of \$900,000 are for Material Testing services. The agreements will be in effect through December 31, 2024, with the option to extend them for one year and an additional \$200,000 per firm based on the City's needs and the firm's performance.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**

N/A

**OUTCOMES:**

Approving this action keeps the City on the path to completing the construction phase of capital improvement projects.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
900,000

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**  
CIP

**Budget Priority:**  
various

**Other budget impacts or additional costs:** ☐ Yes ☒ No ☐ N/A  
**If yes, explain:**  
N/A

**Funding source(s):**  
CIP

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
------	---------	------------------

N/A	Item has not been presented to Council	N/A
-----	--	-----

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

There is an immediate need for these agreements to be in place for the 2023 construction season to ensure the City is ready to provide quality control for projects bid in 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving agreements will result in delaying projects and increasing costs to complete projects.

**ATTACHMENTS:**

Attachment A: Intertek PSI Agreement  
Attachment B: MTC agreement  
Attachment C: Krazan Agreement



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

Agreement Number: \_\_\_\_\_

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

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	<del>Prime Consultant Cost Computations</del> 2023 Schedule of Services and Fees
Exhibit E	<del>Sub-consultant Cost Computations</del> Not used
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	<del>Liability Insurance Increase</del> Not used
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 \_\_\_\_\_, 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, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

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

**IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed 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 fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

The fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. 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.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **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 fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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



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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

*Eric Allen*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Exhibit A – Scope of Work

### City of Redmond On-Call Material Testing and Special Inspection

#### Description

This agreement is a non-exclusive continuing services contract to provide on-call construction materials testing support services for the City of Redmond Public Works.

This consultant agreement shall remain in effect until December 31, 2024. At the City's option this contract may be extended for an additional one-year term based on the City's need for continued services and the consultant's performance. Any work authorized by task order prior to the agreement's expiration date, may continue until the completion date designated in the task order, but in no event shall continue beyond one year past the agreement's expiration date.

The maximum amount payable under this Agreement shall not exceed \$300,000. The City does not guarantee that the consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement in an amount not to exceed \$200,000.

Work performed under this agreement will be authorized by task order. Each task order will provide a specific scope of services, schedule, completion date, and budget for services required. Task orders shall be approved and signed by the City's Construction Division Manager or designee prior to beginning work.

#### Construction Administration Criteria

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

- Project specific plans and specifications
- Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)
- WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction
- WSDOT Construction Manual
- City of Redmond Standard Specifications and Details (edition cited in the contract documents)
- American Association for Laboratory Accreditation (A2LA)
- American Society for Test and Materials (ASTM)
- International Conference of Building Officials (ICBO)
- Department of Ecology (DOE)
- American Association of State Highways and Transportation Officials (AASHTO)

#### General Scope of Services

Construction support services may include the items below. A project-specific scope of work will be developed for each task order.

### Pre-Construction activities

Attend the preconstruction conference.

### Construction activities

Construction materials testing and special inspection services may include the items below. A project specific scope of work will be developed for each task order. Scope of services may include:

- Material testing and inspection services
- Specialty inspections
- Building Inspection
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

### Post-Construction activities

Support during audit

### Documents to be furnished by the Consultant

A specific list of documents for each project will be included in each Task Order.

### Items and Services to be Furnished to the Consultant by the City

The City will furnish the Consultant copies of the plans, specifications, profiles, cross sections, and other documents available to the City that facilitate the assigned work. A specific list of documents for each project will be included in each Task Order.

### General Requirements

Per Section III, paragraph 1 of the Agreement, the minimum required hours or days' notice for attendance at meetings is 2 working days.

The City will not require the Consultant to enter information into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program unless that program is available to the project.

### Payment Provisions

Mileage reimbursement under Section V, Payment Provisions, Paragraph D:

- The City will reimburse for project-related mileage only. A mileage log must be included as backup. The City will not reimburse for fuel, monthly lease/rental, insurance, or maintenance fees.
- Attending meetings. The maximum mileage the City will reimburse is the most direct round trip to/from the employee's office and the meeting location.
- The City will not reimburse parking expenses at a consultant employee's regular workplace, even if the consultant employee does not normally drive to work and drives on a particular day for the purposes of attending a project-related meeting.
- Consultant employees assigned to work in Redmond for an extended period:
- The City will not pay for the consultant's employee's daily commute in a personal vehicle.



- Project-related use of consultant-owned vehicles may be reimbursed at the maximum rate of the round trip from the consultant's office to the job site. Additional on-the-job related extra mileage may also be charged.

## ***Exhibit B***

### ***DBE Participation/SBE Plan***

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

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

#### **B. Roadway Design Files**

#### **C. Computer Aided Drafting Files**

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

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

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

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format



## Construction Services 2023 Schedule of Services & Fees

### Special Inspectors & Engineering Technicians

Soils/Asphalt/ACI Technician, per hour .....	\$	80.00
ICC/WABO Special Inspector (RC/SM/PC/SC/FP/PA), per hour .....	\$	80.00
ICC/WABO Special Inspector (LW/CF/SSB/SW/FS), per hour .....	\$	100.00
AWS CWI, per hour .....	\$	100.00
Non-Destructive Testing (UT, MT, PT), per hour .....	\$	110.00
Calcium Chloride Moisture/RH Kit Technician, per hour .....	\$	80.00
Anchor Pull Test Technician, per hour .....	\$	100.00
Concrete/Asphalt Coring Crew (2 man).....	\$	100.00
Floor Flatness Technician .....	\$	80.00
GPR Technician, per hour .....	\$	260.00
Sample Pick-Up, per hour .....	\$	70.00
Principal Consultant, per hour .....	\$	250.00
Project Manager, per hour .....	\$	110.00
Staff Engineer, per hour .....	\$	100.00
Project Engineer, per hour .....	\$	100.00
Project Administration, per hour.....	\$	60.00

### Travel/Equipment/Consumables

Per Diem, per night .....	\$ 240.00	Other Consumables/Subcontractors.....	AT COST
Trip Charge .....	PER IRS	Calcium Chloride/RH Moisture Kits, each .....	\$ 60.00

### Fireproofing & Paint Thickness Testing

Density of Spray Applied Fireproofing ASTM E605, ea .....	\$ 58.00	NACE Level 2 Coating Inspector, per hour.....	\$ 175.00
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### Soils & Aggregate Laboratory Testing

Atterberg Limits ASTM D4318, ea .....	\$ 240.00	Organic Content ASTM D2974, ea .....	\$ 180.00
Absorption & Specific Gravity - Coarse ASTM C127, ea .....	\$ 100.00	Organic Impurities ASTM C40, ea.....	\$ 160.00
Absorption & Specific Gravity - Fine ASTM C128, ea .....	\$ 150.00	pH of Soils ASTM 4972, ea .....	\$ 60.00
California Bearing Ratio ASTM D1883, ea .....	\$ 550.00	Resistivity (Lab) ASTM G187, ea .....	\$ 300.00
Clay Lumps & Friable Particles ASTM C142, ea .....	\$ 150.00	Sand Cone Density Test ASTM D1556, ea.....	\$ 60.00
Degradation WSDOT T113, ea.....	\$ 300.00	Sand Equivalent ASTM D2419, ea .....	\$ 120.00
Ethylene Glycol Expansive Breakdown CRD C145, ea.....	\$ 600.00	Sieve Analysis - >2" ASTM C136, ea .....	Per Quote
Flat & Elongated Pieces ASTM D4791, ea .....	\$ 100.00	Sieve Analysis - <2" ASTM C136, ea .....	\$ 160.00
Fracture Face Count ASTM D5821/WSDOT 103, ea .....	\$ 160.00	Sieve Analysis - <2" with Wash ASTM C136/C117, ea .....	\$ 160.00
Hydrometer Particle Size Analysis ASTM D422, ea .....	\$ 300.00	Sieve Analysis - Wash (#200 Sieve) ASTM C117, ea .....	\$ 50.00
LA Abrasion ASTM C131/C535, ea .....	\$ 300.00	Sodium/Magnesium Sulfate Soundness ASTM C88, ea .....	\$ 600.00
Lightweight Particles ASTM C123, ea .....	\$ 300.00	Specific Gravity of Soil ASTM D854, ea.....	\$ 120.00
Moisture Content ASTM D2216, ea .....	\$ 40.00	Unconfined Compression of Soil/Rock ASTM D2166, ea .....	\$ 150.00
Moisture Content & Dry Density ASTM D2216/D2937, ea .....	\$ 40.00	Unit Weight of Aggregate ASTM C29, ea .....	\$ 100.00
Moisture Density Relation ASTM D698/D1557, ea .....	\$ 260.00	Visual Soil Classification ASTM C2488, ea.....	\$ 50.00



## Construction Services 2023 Schedule of Fees (Continued)

### Bituminous Asphalt Concrete Laboratory Testing

Extraction and Gradation ASTM D6307, ea .....	\$ 260.00	Mix Design, Marshal Method, 3 Trials&Specimens(ASPHALT INS.), ea	Per Quote
Marshal Stability & Flow, 3 Specimens ASTM D1559, ea .....	\$ 300.00	Mix Design, Marshal Method, 6 Trials&Specimens(ASPHALT INS.), ea	Per Quote
Maximum Density (Rice) ASTM D2041, ea .....	\$ 160.00	Specific Gravity of Cores ASTM D2726, ea .....	\$ 80.00

### Concrete Laboratory Testing

Compression Concrete Cylinders 6x12 ASTM C39, ea .....	\$ 30.00	Concrete Mix Design, ea .....	Per Quote
Compression Concrete Cylinders 4x8 ASTM C39, ea .....	\$ 30.00	Concrete Batch Plant Certification, ea .....	Per Quote
Compression Concrete Cores ASTM C42, C513, ea .....	\$ 50.00	Flexural Strength Beams ASTM C78, ea .....	\$ 100.00
Compression Concrete >8ksi ASTM C39, ea .....	\$ 30.00	Modulus of Elasticity ASTM C469, ea .....	\$ 100.00
Shotcrete Cores (3 core panel) ASTM C1140, ea .....	\$ 124.00	Shrinkage Concrete Beams ASTM C157, ea .....	\$ 160.00
Density Test, Normal & Lightweight Concrete ASTM C642, ea .....	\$ 60.00	Splitting Tensile Test ASTM C496, ea .....	\$ 100.00

### Masonry Laboratory Testing

CMU Compression $\leq$ 8x8x16 ASTM C140, ea .....	\$ 150.00	Brick Compressive Strength Test ASTM C67 Article 6, ea .....	\$ 150.00
Compression Grout Prism ASTM C1019, ea .....	\$ 30.00	Efflorescence Test ASTM C67 Article 10, ea .....	\$ 400.00
Compression Mortar Cylinder ASTM C780, ea .....	\$ 30.00	Freezing & Thawing ASTM C67 Article 8 Maximum Cycle, ea .....	\$ 2,500.00
Compression Mortar Cube ASTM C109, ea .....	\$ 30.00	Shrinkage Masonry Block ASTM C426, ea .....	\$ 260.00
Compression Masonry Prism ASTM C1314, ea .....	\$ 124.00	Youngs Modulus of Elasticity ASTM E111, ea .....	\$ 260.00

#### Notes:

- 1) All rates are billed on a portal to portal basis.
- 2) The minimum billing increment for time is one hour. A minimum charge of 4 hours applies to field testing and observation services.
- 3) Overtime rates are applicable for services performed in excess of 12 hours per day Monday through Friday, before 5:00am or after 5:00pm, and for all hours worked on Saturdays, Sundays and Holidays. The overtime rate is 1.5 times the applicable hourly rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.
- 4) Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein. Furthermore, Discrepancies and Non Conformance resolution may require additional Project Manager time billed at the rate referenced above.
- 5) Scheduling and cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 2 hour charge.
- 6) For all PSI services, a 0.5 hour project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 7) PSI will deliver reports electronically to the client and others on the specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list. Distribution of reports via other methods will be billed at the hourly project administration rate.
- 8) All fees and services are provided in accordance with the attached PSI General Conditions.
- 9) Services and fees not listed on this schedule may be quoted on request.
- 10) Surcharges for laboratory services during overtime hours or for expedited results may apply. A \$200.00 rush fee will apply for all less than 24 hour requests and laboratory rates will be increased by a multiplier of 1.5 for such circumstances.
- 11) Standby time due to factors beyond PSI's control will be invoiced at the field personnel's hourly rate.
- 12) A final report will include a minimum of two hours at a Project Manager rate and applied to all projects. Furthermore, no final letter will be issued with payment in full of any outstanding invoices.
- 13) PSI reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.
- 14) PSI may hire an accredited or certified firm as a subcontractor.
- 15) ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing. PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space.



## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

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***

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

## Exhibit G-1(a) Certification of Consultant

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

whose address is \_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Consultant (Firm Name)

*Eric Allen*

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, and the City

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

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

I acknowledge that this certificate is to be furnished to the Wa State Dept. of Transportation

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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Consultant (Firm Name)

*Eric Allen*

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Signature (Authorized Official of Consultant)

---

Date

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


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

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

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

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

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

*Eric Allen*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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



# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

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

Agreement Number: \_\_\_\_\_

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

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	<del>Prime Consultant Cost Computations</del> 2023 Master Fee Schedule
Exhibit E	<del>Sub-consultant Cost Computations</del> Not used
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	<del>Liability Insurance Increase</del> Not used
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 \_\_\_\_\_, 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, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

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

**IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed 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 fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

The fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.



- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. 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.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **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 fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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



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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

*Deane Ramsdell*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## Exhibit A – Scope of Work

### City of Redmond On-Call Material Testing and Special Inspection

#### Description

This agreement is a non-exclusive continuing services contract to provide on-call construction materials testing support services for the City of Redmond Public Works.

This consultant agreement shall remain in effect until December 31, 2024. At the City's option this contract may be extended for an additional one-year term based on the City's need for continued services and the consultant's performance. Any work authorized by task order prior to the agreement's expiration date, may continue until the completion date designated in the task order, but in no event shall continue beyond one year past the agreement's expiration date.

The maximum amount payable under this Agreement shall not exceed \$300,000. The City does not guarantee that the consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement in an amount not to exceed \$200,000.

Work performed under this agreement will be authorized by task order. Each task order will provide a specific scope of services, schedule, completion date, and budget for services required. Task orders shall be approved and signed by the City's Construction Division Manager or designee prior to beginning work.

#### Construction Administration Criteria

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

- Project specific plans and specifications
- Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)
- WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction
- WSDOT Construction Manual
- City of Redmond Standard Specifications and Details (edition cited in the contract documents)
- American Association for Laboratory Accreditation (A2LA)
- American Society for Test and Materials (ASTM)
- International Conference of Building Officials (ICBO)
- Department of Ecology (DOE)
- American Association of State Highways and Transportation Officials (AASHTO)

#### General Scope of Services

Construction support services may include the items below. A project-specific scope of work will be developed for each task order.

### Pre-Construction activities

Attend the preconstruction conference.

### Construction activities

Construction materials testing and special inspection services may include the items below. A project specific scope of work will be developed for each task order. Scope of services may include:

- Material testing and inspection services
- Specialty inspections
- Building Inspection
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

### Post-Construction activities

Support during audit

### Documents to be furnished by the Consultant

A specific list of documents for each project will be included in each Task Order.

### Items and Services to be Furnished to the Consultant by the City

The City will furnish the Consultant copies of the plans, specifications, profiles, cross sections, and other documents available to the City that facilitate the assigned work. A specific list of documents for each project will be included in each Task Order.

### General Requirements

Per Section III, paragraph 1 of the Agreement, the minimum required hours or days' notice for attendance at meetings is 2 working days.

The City will not require the Consultant to enter information into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program unless that program is available to the project.

### Payment Provisions

Mileage reimbursement under Section V, Payment Provisions, Paragraph D:

- The City will reimburse for project-related mileage only. A mileage log must be included as backup. The City will not reimburse for fuel, monthly lease/rental, insurance, or maintenance fees.
- Attending meetings. The maximum mileage the City will reimburse is the most direct round trip to/from the employee's office and the meeting location.
- The City will not reimburse parking expenses at a consultant employee's regular workplace, even if the consultant employee does not normally drive to work and drives on a particular day for the purposes of attending a project-related meeting.
- Consultant employees assigned to work in Redmond for an extended period:
- The City will not pay for the consultant's employee's daily commute in a personal vehicle.

- Project-related use of consultant-owned vehicles may be reimbursed at the maximum rate of the round trip from the consultant's office to the job site. Additional on-the-job related extra mileage may also be charged.

## ***Exhibit B***

### ***DBE Participation/SBE Plan***

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

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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

### **I. Surveying, Roadway Design & Plans Preparation Section**

#### **A. Survey Data**

#### **B. Roadway Design Files**

#### **C. Computer Aided Drafting Files**

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

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

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



II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format



## Exhibit D - 2023 Master Fee Schedule

Client Name - City of Redmond Rates for Services

Prepared: 4-18-2023

SPECIAL & CONSTRUCTION INSPECTION					
Bill Code	Item	Notes	Unit	Rate	
IPD-S	Soils Field Technician		Hour	\$	80.00
IPD-A	Asphalt Field Technician		Hour	\$	80.00
SAMPU	Earthwork Sample Pick up		Hour	\$	80.00
RC	Reinforced Concrete, Base Plate Grout		Hour	\$	85.00
PT	Prestressed / Post-Tensioned Concrete		Hour	\$	85.00
SC	Shotcrete		Hour	\$	85.00
SM	Structural Masonry		Hour	\$	85.00
FP	Spray Applied Fire Resisitive Materials		Hour	\$	85.00
PA	Proprietary Anchors		Hour	\$	85.00
SUSPCEI	Suspended Ceiling Anchorage		Hour	\$	85.00
EMERBULIGH	90-Minute Emergency Backup Lighting Inspection		Hour	\$	85.00
FAB	Fabrication Shop Inspections		Hour	\$	99.00
SW	Structural Welding		Hour	\$	99.00
SSB	High Strength Bolting		Hour	\$	99.00
SWD	Structural Wood		Hour	\$	99.00
CF	Cold Form Steel		Hour	\$	99.00
FS	Fire Stopping		Hour	\$	99.00
EIFS	Exterior Installation & Finish System Inspection		Hour	\$	99.00
CWI	AWS-CWI Welding Inspector		Hour	\$	105.00
FRP	Fiber Reinforced Polymer (FRP)		Hour	\$	105.00
AB	Anchor Bolt Pull Testing	One Man Crew	Hour	\$	105.00
NDT	ASNT Certified Non-Destructive Examination - NDT	Ultrasonic Testing (UT), Magnetic Particle Testing (MT), Dye Penetrant (PT)	Hour	\$	105.00
BOND	Bond Testing	One Man Crew	Hour	\$	105.00
CORING	Coring Services	Asphalt & Concrete Coring (call for size availability)	Hour	\$	125.00
FF/FL	Floor Flatness	F-Number assessment of flatness and levelness of concrete slabs	Hour	\$	105.00
GPR	Ground Penetrating Radar - GPR	Reinforcing Steel & Tendon Location, Geotechnical & Environmental Site Exploration, Utility Location	Quoted Per Project		
PACH	Pachometer / Rebar Locate	In situ reinforcement location	Hour	\$	105.00
SCH	Schmidt Hammer	In situ concrete strength measurement	Hour	\$	105.00
LABORATORY TESTING					
Bill Code	Test Description	ASTM	AASHTO	Unit	Rate
WASH	% Passing # 200 Sieve	C117	T11	Each	\$ 84.00
ACCWTH	Accelerated Weathering	CRD C148		Each	\$ 480.00
	Additional Tests Not Listed			Quoted Per Project	
CONCDD	Air Dry Density of Concrete	C567		Each	\$ 60.00
CORESP	Asphalt Core Density	Minimum 3 cores	D2726 T166	Each	\$ 78.00
EXT	Asphalt Extraction with Gradation	D6307	T308	Each	\$ 342.00
CORETH	Asphalt Thickness	Minimum 3 cores	D3549	Each	\$ 42.00
ATT1	Atterberg Limits (Plasticity Index) - 1 point	D4318	T89, T90	Each	\$ 90.00
ATT3	Atterberg Limits (Plasticity Index) - 3 points	D4318	T89, T90	Each	\$ 192.00
CBR	California Bearing Ratio 3-point	D1883	T193	Each	\$ 822.00
CLAY	Clay Lumps and Friable Particles, Fine Aggregate	C142	T112	Each	\$ 102.00
	Concrete Compression Strength Test Sawed Section	C42	T24	Each	\$ 84.00
CONC	Concrete Compression Test Cylinders - 4" x 8"	C31, C39	T22, T23	Each	\$ 30.00
CONC	Concrete Compression Test Cylinders - 6" x 12"	C31, C39	T22, T23	Each	\$ 35.00
CBO	Concrete Compression Test Cylinders - not cast by MTC	C31, C39	T22, T23	Each	\$ 40.00
CCT	Concrete Core Compressive Strength Test (includes trimming and testing)			Each	\$ 48.00
CORETH	Concrete Core Thickness	C174, C1542		Each	\$ 54.00
BEAMS	Concrete Flexural Beams	C78	T97	Each	\$ 78.00
SHRINK	Concrete Shrinkage (minimum 3 samples)	C596		Each	\$ 156.00
DEG	Durability Index / Degradation Value	WSDOT T113	T210	Each	\$ 240.00
BOND	Fireproofing Cohesion / Adhesion Tests	E736		Each	\$ 42.00
FPD	Fireproofing Density Test	E605		Each	\$ 84.00
FLAT	Flat/Elongated Particles	D4791		Each	\$ 192.00
FRAC	Fracture Percentage	D5821		Each	\$ 84.00
GROUT	Grout Compressive Strength Test	C1019		Each	\$ 30.00
PGROUT	Auger Cast Pile Grout Strength Test	C109		Each	\$ 30.00
CUBE	Grout Compressive Strength Test - 2x2 Cube	C109		Each	\$ 30.00
HYDRO	Hydrometer Analysis with Sieve Analysis	D422/D7928	T88	Each	\$ 210.00
LA	LA Abrasion	C131, C535	T96	Each	\$ 360.00
STAFLO	Marshall Stability & Flow, 3 specimens	D6926, D6927	T245	Each	\$ 540.00
PRISM	Masonry Prism Compression Test	C1314		Each	\$ 150.00
CMUABSORB	Masonry Unit Absorption, Unit Weight & Moisture Content	C140		Each	\$ 90.00



## Exhibit D - 2023 Master Fee Schedule

Client Name - City of Redmond Rates for Services

Prepared: 4-18-2023

		C140	Each	\$ 78.00
MARSH	Mix Design Marshall Method, 3 trials & specimens	D6926, D6927 T245	Each	\$ 2,400.00
PROC	Moisture Density Relationship/Proctor with Sieve	D698, D1557 T99, T180	Each	\$ 325.00
SCPROC	Moisture Density Relationship/Proctor with Sieve - Cement Treated Base	D698, D1558 T99, T181	Each	\$ 375.00
PROCNS	Moisture Density Relationship/Proctor without Sieve	D698, D1557 T99, T180	Each	\$ 300.00
MOISTURE	Moisture Emission Test Kit - Installation & Retrieval Labor Not Included	F1869	Each	\$ 36.00
MORTAR	Mortar Compressive Strength	C780	Each	\$ 30.00
NMC	Natural Moisture Content	D2216	Each	\$ 24.00
LOI	Organic Content, Loss by Ignition	D2974	Each	\$ 120.00
ORGIMP	Organic Impurities	C40 T21	Each	\$ 78.00
PROBE	Relative Humidity Test Probe Sleeves	F2170	Each	\$ 3.00
RICE	Rice Density	D2041 T209	Each	\$ 114.00
	Sand Cone Density Test	D1556 T191	Each	\$ 42.00
SE	Sand Equivalent	D2419 T176	Each	\$ 120.00
	Scaling Resistance of Concrete	C672	Per Set of 2	\$ 2,160.00
ST	Set Times, Initial and Final	C403	Each	\$ 240.00
SHOT	Shotcrete Compression Test (1-Panel includes 4-Cores)	C1604	Each	\$ 192.00
SHOT-ADD	Shotcrete Cores - Additional	C1604	Each	\$ 90.00
GRAD	Sieve Analysis – Dry Only/Gradation	C136 T27	Each	\$ 120.00
COMB	Sieve Analysis with #200 Wash/Combined Gradation	C136, C117 T88	Each	\$ 156.00
SCMIX	Soils-Cement Mix Design		Quoted Per Project	
SULFATE	Soundness of Aggregates by Magnesium or Sodium Sulfate - Fine/Course Aggregates	C88 T104	Each	\$ 420.00
SGC	Specific Gravity and Absorption of Coarse Aggregate	C127 T85	Each	\$ 120.00
SGF	Specific Gravity and Absorption of Fine Aggregate	C128 T84	Each	\$ 150.00
SGS	Specific Gravity of Soils	D854 T100	Each	\$ 126.00
GRYO	Superpave Test Set - Includes Volumetric Properties, Extraction / Gradation, Rice	WSDOT 731	Each	\$ 750.00
	Trial Batch - 6 Cylinders	C192	Quoted Per Project	
	Trimming Cores/Cylinders		Each	\$ 18.00
UVC	Uncompacted Void Content	C1252 T304	Each	\$ 180.00
UNIT	Unit Weight & Voids in Aggregate	C29 T19	Each	\$ 90.00
	Unit Weight and Yield	C138 T121	Each	\$ 60.00
VSC	Visual Classification	D2487	Each	\$ 120.00
VDHCONC	Voids and Density of Hardened Concrete	C642	Each	\$ 126.00

### LABORATORY TESTING - Advanced / Secondary Geotechnical Testing

Bill Code	Item	ASTM	Unit	Rate
	Aggregate Freeze-Thaw Durability	D5312	Each	\$ 2,400.00
	Aggregate Wet-Dry Durability	D5313	Each	\$ 2,400.00
BDSOILS	Bulk Density (Wet / Dry) - Soils - Remolded	D7263, EPA9100, E1109	Each	\$ 66.00
CONSOL	Consolidation, Primary	D2435	Each	\$ 600.00
	Consolidation, Secondary	D2436	Each	\$ 900.00
DIRECTSHEA	Direct Shear, 3 points	D3080	Each	\$ 480.00
POR-EM	Total Porosity - Includes Bulk Density & Specific Gravity of Soils	EM-1110-2-1906	Each	\$ 198.00
	Shelby Tube Extrusion w/ Description		Each	\$ 72.00
PH	Soil pH	D4972	Each	\$ 54.00
RESIST	Soil Resistivity	G187	Each	\$ 102.00
	Turbidity	SM 2130 B	Each	\$ 78.00
	Unit Weight of Soils	D2937	Each	\$ 66.00
	Youngs Modulus of Elasticity		Each	\$ 144.00

### GEOTECHNICAL ENGINEERING & ENVIRONMENTAL CONSULTING

Bill Code	Item	Description	Unit	Rate
CESCL	CESCL- Field Services	Site Turbidity and/or pH Monitoring	Hour	\$ 90.00
LBC	Dynamic Cone Penetrometer Team	Two (2) person crew	Hour	\$ 192.00
POINT	Dynamic Cone Penetrometer	Equipment - Drive Points	Each	\$ 18.00
	Engineering Geologist	WA State Licensed Engineering Geologist	Hour	\$ 156.00
	Environmental Consulting	Data Analysis, Review, Report Production	Hour	\$ 120.00
	Environmental Field Services	Observation/Reconnaissance, Sampling, Document	Hour	\$ 102.00
GEO-TECH	Field/Staff Geologist	DCP Testing, Exploration Assistance	Hour	\$ 96.00
IN	In-Field Infiltration	P.I.T., Pilot Infiltration Tests	Hour	\$ 108.00
PI	Piling Services	Auger Cast Piles, Driven Piles, Pin Piles, Sheet Piles	Hour	\$ 114.00
GP	Geopier Installation		Hour	\$ 114.00
HELICPIER	Helical Pier Anchor Inspection		Hour	\$ 114.00
SECANT WALL	Secant Wall Installation Monitoring		Hour	\$ 114.00
SOIL NAIL	Soil Nail Installation Ovservation		Hour	\$ 114.00
GEO-PE	Professional Engineer	WA State Licensed Engineer	Hour	\$ 192.00
	Project/Exploration Geologist	Geologic Observation, Logging of Explorations	Hour	\$ 102.00



Exhibit D - 2023 Master Fee Schedule

Client Name - City of Redmond Rates for Services

Prepared: 4-18-2023

	Seismographs - Vibration Monitoring	Pile driving, construction equipment vibration, structure protection, etc. Daily, weekly, and monthly rates available	Quoted Per Project	
GC	Senior Geologist/Engineer	Geotechnical Consultation, Report Production	Hour	\$ 120.00
	Vibration Monitoring	Advising, Data Evaluation, Reporting	Hour	\$ 120.00
	Vibration Monitoring w/ Seismographs	Setup & Data Collection	Hour	\$ 114.00
PROJECT MANAGEMENT & CONSULTING SERVICES				
Bill Code	Item	Description	Unit	Rate
CONSMAN1	Construction Manager / CQM	NAVFAC Construction Quality Manager, Resident	Hour	\$ 95.00
PM	Project Manager	Meetings, Report Review, Final Letter	Hour	\$ 95.00
GEO-PM	Geotechnical Project Manager		Hour	\$ 95.00
	Technical Director	Forensic & Diagnostic Investigation, Expert Witness	Hour	\$ 125.00
MILEAGE & MISCELLANEOUS				
Bill Code	Item	Description	Unit	Rate
	Third Party Rentals and/or Services		Cost + 15%	
	Mileage	Portal to Portal from nearest MTC location	Mile	\$ 0.60
	Core Bit Wear Charge	Equipment charge	Inch	\$ 4.20

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

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***

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



## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Consultant (Firm Name)

Deane Ramsdell  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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Consultant (Firm Name)

*Deane Ramsdell*

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

\_\_\_\_\_  
Consultant (Firm Name)

*Deane Ramsdell*  
\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

*Deane Ramsdell* \_\_\_\_\_  
Signature Title

Date of Execution \_\_\_\_\_\*\*\*.

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

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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



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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Krazan & Associates	
Address 4303 198th St SE, Lynnwood, WA 98036	Federal Aid Number
UBI Number 601-498-409	Federal TIN or SSN Number 82 4276306
Execution Date	Completion Date December 31, 2024
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Title On-Call Construction Engineering Services	
Description of Work On Call Materials Testing, and other related services as outlined in each Task Order.	
<input type="checkbox"/> Yes _____ <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes _____ <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes _____ <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes _____ <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: 300,000

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	<del>Prime Consultant Cost Computations</del> 2023 Fee Schedule
Exhibit E	<del>Sub-consultant Cost Computations</del> Not used
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	<del>Liability Insurance Increase</del> Not used
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, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	Bassam Al-Ali	Name:	Jeffrey S Mercer
Agency:	City of Redmond	Agency:	Krazan & Associates
Address:	PO Box 97010	Address:	4303 198th Street SE
City:	Redmond	City:	Lynnwood
State:	WA	State:	WA
	Zip: 98073		Zip: 98036
Email:	Bal-ali@redmond.gov	Email:	jeffmercer@krazan.com
Phone:	425-556-2743	Phone:	425-485-5519
Facsimile:	425-556-2727	Facsimile:	425-485-6837

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](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed 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 fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

The fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.



- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. 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.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

## **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 fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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



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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: Jeffrey S Mercer  
Agency: Krazan & Associates  
Address: 4303 198th Street SE  
City: Lynnwood State: WA Zip: 98036  
Email: jeffmercer@krazan.com  
Phone: 425-485-5519  
Facsimile: 425-485-6837

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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



## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

Jeffrey S  
Mercer

Digitally signed by Jeffrey S  
Mercer  
DN: cn=Jeffrey S Mercer, c=US,  
o=Krazan & Associates,  
email=jeffmercer@krazan.com  
Date: 2023.04.17 10:27:02 -07'00'

4/17/2023

Signature

Date

Signature

Date

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

## Exhibit A – Scope of Work

### City of Redmond On-Call Material Testing and Special Inspection

#### Description

This agreement is a non-exclusive continuing services contract to provide on-call construction materials testing support services for the City of Redmond Public Works.

This consultant agreement shall remain in effect until December 31, 2024. At the City's option this contract may be extended for an additional one-year term based on the City's need for continued services and the consultant's performance. Any work authorized by task order prior to the agreement's expiration date, may continue until the completion date designated in the task order, but in no event shall continue beyond one year past the agreement's expiration date.

The maximum amount payable under this Agreement shall not exceed \$300,000. The City does not guarantee that the consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement in an amount not to exceed \$200,000.

Work performed under this agreement will be authorized by task order. Each task order will provide a specific scope of services, schedule, completion date, and budget for services required. Task orders shall be approved and signed by the City's Construction Division Manager or designee prior to beginning work.

#### Construction Administration Criteria

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

- Project specific plans and specifications
- Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)
- WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction
- WSDOT Construction Manual
- City of Redmond Standard Specifications and Details (edition cited in the contract documents)
- American Association for Laboratory Accreditation (A2LA)
- American Society for Test and Materials (ASTM)
- International Conference of Building Officials (ICBO)
- Department of Ecology (DOE)
- American Association of State Highways and Transportation Officials (AASHTO)

#### General Scope of Services

Construction support services may include the items below. A project-specific scope of work will be developed for each task order.



### Pre-Construction activities

Attend the preconstruction conference.

### Construction activities

Construction materials testing and special inspection services may include the items below. A project specific scope of work will be developed for each task order. Scope of services may include:

- Material testing and inspection services
- Specialty inspections
- Building Inspection
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

### Post-Construction activities

Support during audit

### Documents to be furnished by the Consultant

A specific list of documents for each project will be included in each Task Order.

### Items and Services to be Furnished to the Consultant by the City

The City will furnish the Consultant copies of the plans, specifications, profiles, cross sections, and other documents available to the City that facilitate the assigned work. A specific list of documents for each project will be included in each Task Order.

### General Requirements

Per Section III, paragraph 1 of the Agreement, the minimum required hours or days' notice for attendance at meetings is 2 working days.

The City will not require the Consultant to enter information into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program unless that program is available to the project.

### Payment Provisions

Mileage reimbursement under Section V, Payment Provisions, Paragraph D:

- The City will reimburse for project-related mileage only. A mileage log must be included as backup. The City will not reimburse for fuel, monthly lease/rental, insurance, or maintenance fees.
- Attending meetings. The maximum mileage the City will reimburse is the most direct round trip to/from the employee's office and the meeting location.
- The City will not reimburse parking expenses at a consultant employee's regular workplace, even if the consultant employee does not normally drive to work and drives on a particular day for the purposes of attending a project-related meeting.
- Consultant employees assigned to work in Redmond for an extended period:
- The City will not pay for the consultant's employee's daily commute in a personal vehicle.

- Project-related use of consultant-owned vehicles may be reimbursed at the maximum rate of the round trip from the consultant's office to the job site. Additional on-the-job related extra mileage may also be charged.

## ***Exhibit B***

### ***DBE Participation/SBE Plan***

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

UDBE/SBE/MSVWBE Goals To Be Determined On Individual Task Orders

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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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 for each Task Order

#### **B. Roadway Design Files**

To be outlined in the Scope of Work for each Task Order

#### **C. Computer Aided Drafting Files**

To be outlined in the Scope of Work for each Task Order

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

To be outlined in the Scope of Work for each Task Order.

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

To be outlined in the Scope of Work for each Task Order

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

To be outlined in the Scope of Work for each Task Order

## II. Any Other Electronic Files to Be Provided

To be outlined in the Scope of Work for each Task Order

## III. Methods to Electronically Exchange Data

To be outlined in the Scope of Work for each Task Order

A. Agency Software Suite

To be outlined in the Scope of Work for each Task Order

B. Electronic Messaging System

To be outlined in the Scope of Work for each Task Order

C. File Transfers Format

To be outlined in the Scope of Work for each Task Order



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING  
 CONSTRUCTION TESTING & INSPECTION • TRANSPORTATION

## **2023 Laboratory Fee Schedule**

**Prepared for: City of Redmond**

Corporation Established - 1982

### **Principals**

**Dean L. Alexander, R.E.A., R.C.E., R.G.E. ....**Principal Engineer, President  
**Dave R. Jarosz, II, R.C.E., R.G.E. ....**Vice President Engineering Services  
**Byron “Kip” Williamson.....** Managing Partner

### **Regional Key Management Staff**

**Kulwant (Ken) S. Sahi, P.E., Regional Managing Engineer**  
**Vijay Chaudhary, P.E., Assistant Regional Manager**

**North Puget Sound:** 4303 198th Street SW, *Lynnwood, WA 98036*; PH: (425) 485-5519

**Jeffrey S. Mercer, Operations Manager**  
**Jordan Kain, Environmental Dept. Manager**  
**Michael Rundquist, P.E. Geotechnical Div. Manager**

**South Puget Sound:** 825 S Center St., Tacoma, *WA 98409*; PH: (253) 939-2500

**William B. Throne, Operations Manager**

**Kitsap Peninsula:** 1230 Finn Hill Rd NW, Ste A, *Poulsbo, WA 98370*; PH: (360) 598-2126

**Wes Mahan, Operations Manager**  
**Shawn Williams, Environmental Div. Manager**



## Laboratory Services

*Specialized Services Are Available On Request*

### Aggregates and Soils

Abrasion (L.A. 100 & 500 cycles), (ASTM C131, C535; AASHTO T96)	\$405.00 each
Absorption (ASTM C127, C128; AASHTO T84, T85)	\$145.00 each
Accelerated Expansion (CRD 148)	\$460.00 each
Atterberg Limits (ASTM D4318; AASHTO T89 and T90)	\$230.00 each
California Bearing Ratio (CBR - includes Proctor) (ASTM D1883; AASHTO T193)	\$695.00 each
Clay Lumps and Friable Particles (ASTM C142)	\$175.00 each
Coal and Lignite (ASTM C123)	\$145.00 each
Consolidation Additional Loads	\$230.00 each
Consolidation Test (ASTM D2435 test includes 5 loads)	\$695.00 each
Degradation of Aggregate (WSDOT T113)	\$290.00 each
Direct Shear Test (ASTM D3080) (Unconsolidated, Undrained, 3 point)	\$405.00 each
Durability Index (ASTM D3744, AASHTO T210)	\$290.00 each
Dust Ratio - After Sieve Analysis (WSDOT 9-00.5)	\$45.00 each
Expansion Index / Swell Test (ASTM D4829)	\$230.00 each
Fertility Analysis (Subcontract)	\$230.00 each
Flat and Elongated Particles, (CRD C-119, WSDOT FOP - ASTM D4791)	\$175.00 each
Fractured Faces - Coarse Aggregate (ASTM D5821, WSDOT/AASHTO T335)	\$145.00 each
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$230.00 each
Light Weight Pieces (ASTM C123)	\$175.00 each
Material Finer than No. 200 Sieve (ASTM C117)	\$90.00 each
Maximum Density - Granular Materials (WSDOT T606)	\$695.00 each
Modulus of Elasticity	\$230.00 each
Modulus of Rupture	\$205.00 each
Moisture Content - Aggregates and Soils (ASTM D2216, AASHTO T255, T265)	\$30.00 each
Moisture Content and Dry density (Liner Sample)	\$35.00 each
Moisture-Density Relations of Soils (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	\$290.00 each
Moisture-Density Relations; One Check-Point (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	\$175.00 each
Organic Content, (Quick Method) Loss by Using Muffle Furnace	\$60.00 each
Organic Content, Loss by Ignition (ASTM D2974)	\$205.00 each
Organic Impurities (ASTM C40; AASHTO T21)	\$145.00 each
Permeability Sample Remold	\$115.00 each
Permeability Using Flexible Wall Permeameter (ASTM D5084)	\$810.00 each
Permeability, Constant Head (ASTM D2434)	\$520.00 each
Potential Reactivity, Chemical Method 3 Determinations (ASTM C289)	\$1,155.00 each
Potential Reactivity, Mortar Bar Method (ASTM C227)	\$580.00 each
R (Resistance) Value (WSDOT 611)	\$260.00 each
R (Resistance) Value, Lime Treated or Requiring Recombining of Aggregates	\$405.00 each
Relative Density Max-Min (ASTM D4253)	\$345.00 each
Resistivity (Coarse Soils)	\$580.00 each
Resistivity (Fine Soils)	\$260.00 each
Sand Equivalent (ASTM D2419; AASHTO T176)	\$145.00 each
Saturated/Dry Loose Unit Weight	\$90.00 each

## Aggregates and Soils.....Continued

Sieve Analysis - Processed (Each Size), ASTM C136	\$145.00 each
Sieve Analysis (ASTM D422 excluding hydrometer)	\$145.00 each
Sieve Analysis Fine - including wash (ASTM C136, C117; AASHTO T11 and T27)	\$145.00 each
Sieve Analysis, Coarse, (ASTM C136; AASHTO T27)	\$145.00 each
Soft Particles (ASTM C235)	\$105.00 each
Soil Cement Mix Design (ASTM D558, D4832)	\$1,040.00 each
Soluble Chloride Content	\$60.00 each
Soluble Sulfate Content	\$60.00 each
Soundness Coarse – Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$290.00 each
Soundness Fine – Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$345.00 each
Specific Gravity - Coarse Aggregate (ASTM C127; AASHTO T85)	\$145.00 each
Specific Gravity - Fine Aggregate (ASTM C128; AASHTO T84)	\$175.00 each
Specific Gravity - Soil (ASTM D854; AASHTO T100)	\$145.00 each
Triaxial Compression Test, (ASTM D2850)	
Unconsolidated, Undrained	\$290.00 each
Consolidated, Undrained	\$435.00 each
Consolidated, Undrained with Pore Pressure	\$1,040.00 each
Uncompacted Voids - Coarse Aggregate (AASHTO TP56)	\$145.00 each
Uncompacted Voids - Fine Aggregate (AASHTO T304)	\$145.00 each
Unconfined Compression Test (ASTM D2166; AASHTO T208)	\$175.00 each
Unit Weight per Cubic Foot (ASTM C29)	\$90.00 each
Water Absorption (ASTM C127, C128)	\$90.00 each
Weathering (CRD C148)	\$460.00 each
Additional Tests Not Listed	By Quote
Laboratory Technician Time - (For Unusual Sample Preparation, including Crushing)	\$105.00 each

Concrete, Shotcrete and Gunitite	
<b>Cylinder, Beams &amp; Cores</b>	
Compression Test - Cores (Does Not Include Special Prep. time) (ASTM C42; AASHTO T24)	\$70.00 each
Compression Test, 6" x 12" or 4" x 8" Cylinders, (ASTM C39; WSDOT/AASHTO T22, T106)	\$35.00 each
Core Cutting (In Laboratory)	\$85.00 each
Flexure Test, 6" x 6" Beams, Center-Point Loading (ASTM C293; WSDOT T802)	\$145.00 each
Flexure Test, 6" x 6" Beams, Third -Point Loading (ASTM C78)	\$145.00 each
Modulus of Elasticity Test - Static, ASTM C469	\$230.00 each
Splitting Tensile, 6" x 12" Cylinders, ASTM C496	\$145.00 each
Unit Weight Determination (ASTM C1604; AASHTO T24))	\$85.00 each
Voids and Density of Hardened Concrete (ASTM C642)	\$145.00 each
<b>Shrinkage</b>	
Length Change (A Set of 3 Bars, 4 Readings, Up to 90 Days), ASTM C157 Modified	\$345.00 each
Additional Reading, Set of 3 Bars	\$45.00 each
Storage Over 90 days, per set of 3 Bars	\$90.00/month
<b>Mix Design</b>	
Aggregate Tests Only, for Concrete Mix Designs; Including Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Weight Per Cubic Foot, Per Aggregate Size	\$865.00 each
Mix Design, Determination of Proportions (Calculation Only)	\$580.00 each
Review of Mix Design Prepared by Others	\$290.00 each
Trial Batch, ASTM C192	\$1,155.00 each
Compatibility (ICBO AC31)	\$865.00 each
Post Crack Integrity (ICBO AC31)	\$810.00 each
Freeze Thaw—300 cycles (ASTM C666)	\$3,465.00 each
Initial Set (ASTM C403)	\$175.00 each
<b>Coring - Shotcrete</b>	
Technician and Equipment (Laboratory)	\$145.00/hr.
Shotcrete/Gunitite Test Panels – 4 cores (Laboratory) (ASTM C1604; AASHTO T24)	\$230.00/panel
Bit Charge	\$3.00/in.
Materials and supplies	Cost + 15%
<b>Nozzleman Qualification</b>	
Certification of Shotcrete/Gunitite Nozzleman in accordance with ACI 506, administer knowledge test, observe test panel production, coring of test panel, laboratory testing of cores	\$110.00/hr.
ACI Core Grading Report (ACI 506.2-95)	\$138.00 each

Masonry Materials	
<b>Brick ASTM C67</b>	
Modulus of Rupture (Flexure)	\$230.00 each
Compressive Strength	\$105.00 each
Absorption - 5 Hour or 24 Hour	\$115.00 each
Boil, 1, 2 or 5 Hour	\$175.00 each
Initial Rate of Absorption	\$115.00 each
Efflorescence (set of 3)	\$230.00 each
Dimensions, Overall, Coring, Shell and Web Thickness	\$30.00 each
Coefficient of Friction (Slip Test)	\$115.00 each
<b>Concrete Block ASTM C140</b>	
Moisture Content as Received	\$45.00 each
Absorption, Unit weigh and Moisture	\$115.00 each
Compression	\$115.00 each
Tension	\$150.00 each
Shrinkage, Modified British, ASTM C426	By Quote
<b>Masonry Prisms ASTM C1388</b>	
Compression Test, Grouted Prisms	\$175.00 each
Compression Test, Un-Grouted Prisms	\$145.00 each
Cutting Prisms	By Quote
<b>Mortar &amp; Grout</b>	
Compression, 2" x 4" Mortar Cylinder (ASTM C39)	\$35.00 each
Compression, 3.75" x 7.5" Grout Samples (ASTM C1019)	\$35.00 each
Compression Test, 2" Cubes (ASTM C109)	\$35.00 each
<b>Unreinforced Masonry Building Tests</b>	
In-Place Shear (Push) Tests (ASTM C1531)	\$160.00/hr.
15 Degree Core Shear Tests (ASTM E519)	By Quote
Wall Anchors (ASTM E488)	By Quote
Rhielm Tube Test Kit	\$85.00 each
Rhielm Tube Test	\$90.00/hr.
<b>Coring/Core Compressive Strength</b>	
Technician and Equipment (Laboratory)	\$145.00/hr.
Bit Charge	\$2.75/in.
Materials and supplies	Cost + 15%
Cores, Compression	\$85.00 each
Cores, Shear, 6" and 8" Diameter, 2 Faces	\$115.00/core

Reinforcing and Structural Steel	
<b>Reinforcing Steel ASTM A 615</b>	
Tensile & Bend Test, No. 11 Bar or Smaller	\$115.00 each
Tensile & Bend Test, No. 12 Bar or Larger	\$175.00 each
Tensile Test, Mechanically Spliced Bar	\$175.00 each
Receive and Distribute Mill Certificates	\$30.00 each
<b>Prestress and Post-tension Tendons (7-Wire Strands) (Attachments To Be Furnished by Client)</b>	
Tensile Test and Elongation in 24" for Prestress Strand, ASTM A 416	\$115.00 each
Tensile Test and Elongation in 10" for Prestressing Wire, ASTM A 421	\$115.00 each
Modulus of Elasticity (Pre-stressing Wire)	\$115.00 each
<b>Welded Specimens</b>	
Tensile Test, Welded, No. 11 Bar or Smaller	\$115.00 each
Tensile Test, Welded, No. 14 and 18 Bar	\$175.00 each
Tensile Test Welded Coupons (Set of 2, Client Prepared)	By Quote
Bend Test Welded Coupons (Set of 6; 2 each Face, Root, and Side), Client Prepared	By Quote
<b>Welder Qualifications/Welding Procedure Specifications:</b>	
Prepare Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$345.00 each
Review Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$175.00 each
Witness Welder Qualification Test	\$105.00/hr.
<b>Asphalt Concrete</b>	
Asphalt Concrete Mix Design (Super Pave), up to 3 aggregate bins, (WSDOT SOP732, and 731)	\$5,775.00 each
Each additional bin after 3 bins (for Super Pave Mix)	\$1,155.00 each
Asphalt Concrete Mix Design - Marshall Method (ASTM D1559)	\$3,465.00 each
Asphalt Content Of Bituminous Mixtures By Ignition Method (ASTM D6307; WSDOT/AASHTO T308)	\$260.00 each
Ignition Furnace Correction Factor (IFCF) for Asphalt Content (WSDOT SOP728)	\$415.00 each
Aggregate Gradation on Extracted Sample - Including Wash (AASHTO T11 and T27)	\$145.00 each
Extraction/Gradation (AASHTO T308, T11 and T27)	\$405.00 each
Correlation of Nuclear Gage by HMA Cores (WSDOT SOP730)	\$345.00 each
<b>Stability Tests</b>	
Stability - Marshall, Pre-Mixed (ASTM D1559)	\$230.00 each
Stability - Marshall, Lab-Mixed (ASTM D1559)	\$345.00 each
<b>Molding Specimens and Laboratory Density:</b>	
Super Pave, Lab-Compacted 2 Pucks (WSDOT/AASHTO T312)	\$580.00 each
Marshall, Lab-Compacted (ASTM D1559)	\$345.00 each
Maximum Theoretical Unit Weight, (Rice) (ASTM D2041; WSDOT/AASHTO T209)	\$175.00 each
Asphalt Concrete Density - Lab Compacted or Core (ASTM D2726; WSDOT/AASHTO T166)	\$90.00 each
Density of AC Core or Lab compacted Puck by Paraffin Coating (ASTM D1188; AASHTO T275)	\$115.00 each
Air Void Analysis - Calculations	\$60.00 each

Miscellaneous Materials Tests and Equipment Charges	
<b>Gypsum Roof Fill ASTM C495</b>	
Compression Test	\$35.00 each
Density	\$85.00 each
<b>Fireproofing Tests</b>	
Thickness, Field Sampling by Technician	\$80.00/hr.
Oven Dry Density	\$85.00/sample
Cohesion (ASTM E736)	\$85.00 each
Materials and supplies	Cost + 15%
<b>Equipment</b>	
Air Barrier Test Equipment	\$500.00/day
Air Meter (Concrete) – Pressure	\$0.00/day
Air Meter (Concrete) – Volumetric	\$0.00/day
Calibrated Torque Wrench (capacity exceeding 200 ft-lb)	\$0.00/day
Calibrated Torque Wrench (max. capacity 200 ft-lb)	\$0.00/day
Core Barrel Usage Charge	\$2.90/in.
GPR Unit (Proceq-Handy Search)	\$115.00/day
Mob / De-mob of the Mobile Laboratory	By Quote
Mobile Laboratory	By Quote
Nuclear Density Gauge	\$0.00/day
Pachometer	\$0.00/day
Paint Thickness Gauge (electronic)	\$0.00/day
Per Diem (Outside 50 mi radius of KA office)	\$205.00/day
Proof-load Equipment (testing of anchor bolts, no specialized fixtures)	\$230.00/day
Schmidt Hammer	\$0.00/day
Skidmore-Wilhelm device	\$80.00/day
Specialized equipment for Forensic Investigation services	By Quote
Ultrasonic Testing Equipment (structural steel inspection)	\$0.00/day
Sample Pick Up	\$85.00/hour
Vehicle Mileage (may be billed as a trip charge at calculated mileage)	\$0.00/mile
Windsor Probes (set of 3)	\$55.00 each
X-Ray Film	By Quote



## **Terms of Payment**

Invoices shall be deemed delinquent if not paid within 30 days of the invoice date and will be subject to a late payment charge of 1.5% per month or the maximum percentage allowed by law, whichever is the lesser, on the unpaid balance from the invoice date, including the undisputed portions of invoices with disputed charges, until the same is paid, as liquidated damages for additional credit and collection expenses incurred by Krazan & Associates, Inc.

## **Basis of Charges**

### **Minimum Charges**

Field services performed by our technicians are subject to a 4 hour minimum charge for each day of service, with services in excess of 4 hours will be billed in one hour increments. Services in excess of 8 hours per day are billed in hourly increments. Field and office-based engineering and administrative services have a one-hour minimum charge and are billed in hourly increments. Expert Witness and Deposition services are billed on half- and full day (4 and 8 hour) basis and hourly after 8 hours. Sample pick-up services are subject to a 2-hour minimum charge.

### **Regular Time Charges**

Regular time charges are applicable to services initiated Monday through Friday (excluding holidays), between 7 a.m. and 3:30 p.m. Premium charges are applicable on holidays and weekends.

### **Night Shift Differential**

For services initiated after 3:30 p.m. or before 7:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m. shall be subject to a twenty (20) percent premium above the regular rate.

### **Time and One-Half Charges**

Time and one-half charges will be rendered on Regular Time weekdays for services extending beyond 8 hours and not exceeding 12 hours of total service that day. Services rendered on Saturdays will be charged at one and one-half (1.5) times the Regular Time rate for the first 8 hours.

### **Double Time Charges**

Services rendered on Holidays, Sunday, in excess of 8 hours on Saturday, or in excess of 12 hours on weekdays, will be charged at double the Regular Time rate.

### **Clerical and Engineer Review Charges**

All projects will incur clerical preparation and engineering review charges.

### **Supervisor Charges**

Supervisor charges are above and beyond hourly and unit rates quoted for testing and inspection services.

### **Cancellation**

All cancellations without a 4 hour notice of cancellation will be subject to 2 hour minimum charges per day cancelled. Notice of cancellation must be received by our office during our office hours of 7:00 am to 5:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

### **Cost of Services**

Unless expressly stated in a project-specific Proposal or Agreement, services are provided on a time-and-expense basis, subject to the Basis of Charges presented above. Where provided, Cost Estimates are provided in good faith based on the scope of work and assumptions outlined in the Proposal. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.

### **Insurance**

Krazan & Associates, Inc. carries in excess of all insurance required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be charged to the client at cost plus 20%.

## **Prevailing Wage Rates**

The rates presented in this Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply. Our past experience on government funded projects in the Northwest Region (Washington/Oregon/Idaho), including those subject to Davis-Bacon and related Acts (DBRA) wage requirements is that there is no existing determination for the professional services that we provide and that our services are NOT subject to those wage provisions. In the event that you as our client believe we are subject to Prevailing Wage requirements, it is your responsibility to submit a request to the Lead Agency so that they can obtain a determination from the U.S. Secretary of Labor. In the event that your project is a Prevailing Wage project please notify Krazan & Associates so we can provide you with applicable rates.

## **Cost-Of-Living Adjustment**

The rates presented in this Fee Schedule are applicable only through December 31 of the year published. Krazan & Associates should be contacted to obtain rates applicable for your project area and the year in which our services are to be provided. Where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in this fee schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided, but in no case less than 3 percent. For non-prevailing wage projects rates may be fixed for the duration of a project where the duration is one year or less where so specified in a project-specific proposal or rate table; project rates will then be negotiated on an annual basis. Should a DBRA determination be made and where there is an automatic escalation of the rate during the term of the agreement the escalation rate (in percent increase) shall apply to our billing rates.



## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

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**

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- 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  
Krazan & Associates

whose address is

4303 198th Street SE, Lynnwood, WA 98036

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

Krazan & Associates

Consultant (Firm Name)

Jeffrey S  
Mercer

Digitally signed by Jeffrey S  
Mercer  
DN: cn=Jeffrey S Mercer, c=US,  
o=Krazan & Associates,  
email=jeffmercer@krazan.com  
Date: 2023.04.17 10:27:57 -07'00'

4/17/2023

Signature (Authorized Official of Consultant)

Date

**Exhibit G-1(b) Certification of the City of Redmond\_\_\_\_\_**

I hereby certify that I am the:

☐

☐ Other

of the City of Redmond, and the City

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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



\_\_\_\_\_  
Signature

4/17/2023

\_\_\_\_\_  
Date

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

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

Krazan & Assoicates

Consultant (Firm Name)

Jeffrey S Mercer  
Digitally signed by Jeffrey S Mercer  
DN: cn=Jeffrey S Mercer, c=US, o=Krazan & Associates, email=jeffmercer@krazan.com  
Date: 2023.04.17 10:28:27 -07'00'

Signature (Authorized Official of Consultant)

4/17/2023

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.

Krazan & Associates

Consultant (Firm Name)

Jeffrey S Mercer  
Digitally signed by Jeffrey S Mercer  
DN: cn=Jeffrey S Mercer, c=US, o=Krazan & Associates, email=jeffmercer@krazan.com  
Date: 2023.04.17 10:28:42 -07'00'

4/17/2023

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of City of Redmond \* are accurate, complete, and current as of 4/17/2023 \*\*.

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: Krazan & Associates

**Jeffrey S Mercer**  
Digitally signed by Jeffrey S Mercer  
DN: cn=Jeffrey S Mercer, c=US, o=Krazan & Associates, email=jeffmercer@krazan.com  
Date: 2023.04.17 10:28:57 -07'00'  
\_\_\_\_\_  
Signature

Operations Manager  
\_\_\_\_\_  
Title

Date of Execution 4/17/2023 \*\*\*.

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



# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-247

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	Public Works Director
--------------	------------	-----------------------

**DEPARTMENT STAFF:**

Public Works	Hidemi Tsuru	Senior Engineer
Public Works	Patty Criddle	Engineering Supervisor
Public Works	Paul Cho	Engineering Manager

**TITLE:**

Approve Puget Sound Regional Council (PSRC) Federal Grant in the Amount of \$865,000 for the Adaptive Signals Downtown Project and Add Project to the 2023-2024 CIP

**OVERVIEW STATEMENT:**

The Adaptive Signals Downtown project received a grant from the Puget Sound Regional Council (PSRC) in the amount of \$865,000. Council acceptance of this grant is required. The project is not included in the 2023-2024 CIP and Public Works is requesting Council add the project to the approved CIP.

This Adaptive Signals Downtown project will install new traffic control systems in downtown, capable of adjusting signal timings, and operations in real-time. This will reduce travel times through downtown and reduce wait times for pedestrians. With the arrival of light-rail in Downtown Redmond, this updated signal system will be key in responding to the change in traffic conditions expected through downtown.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Transportation Master Plan
- **Required:**  
Council approval required for grant acceptance per RCW 35A.11.040
- **Council Request:**

N/A

- **Other Key Facts:**

The project was previously an approved project funded by the City in the amount of \$1,000,000. The project completed preliminary engineering in November 2020. Council decided not to move forward with the project in the 2021-2022 budget to fund other priorities.

Adaptive signal control is a technology that adjusts traffic signal timing based on real-time traffic data, aiming to optimize traffic flow and reduce congestion. It is especially effective for roads that experience variable and unpredictable traffic demand, where conventional signal systems cannot keep up with the changing conditions. Adaptive signal control can also benefit pedestrians and active transportation modes by reducing delays and improving service. Adaptive signal control can also respond to changes in traffic patterns caused by new work commute options and the opening of transit stations, which can affect the demand for different directions and movements at intersections.

**OUTCOMES:**

The proposed adaptive traffic signal control system will measure real-time traffic fluctuations and automatically adjust signal timings more efficiently than our current system. Other agencies have demonstrated substantial delay reduction, especially when conditions change unexpectedly due to weather, lane closures, or surges in demand.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

Proposed:

2023-2024: \$1,000,000

Previous Costs:

2019-2020: \$79,779: Preliminary Engineering

2023: \$48,730 Design support using Division professional services funds

**Approved in current biennial budget:**

☐ Yes

☒ No

☐ N/A

**Budget Offer Number:**

2019-2020 Approved Budget: \$1,000,000

2021-2022 Approved Budget: Not funded

2023-2024 Approved Budget: Seeking Council approval to add project to budget due to PSRC grant award

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:** ☐ Yes ☒ No ☐ N/A

**If yes, explain:**

N/A

**Funding source(s):**

City Business Tax Revenue: \$135,000

Puget Sound Regional Council (PSRC) Grant: \$865,000

Total Funding: \$1,000,000

**Budget/Funding Constraints:**

The obligation deadline for the grant is July 15, 2023.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
8/18/2020	Business Meeting	Provide Direction

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

City Council grant acceptance is needed by June 20, 2023, to meet the grant obligation deadline of July 15, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

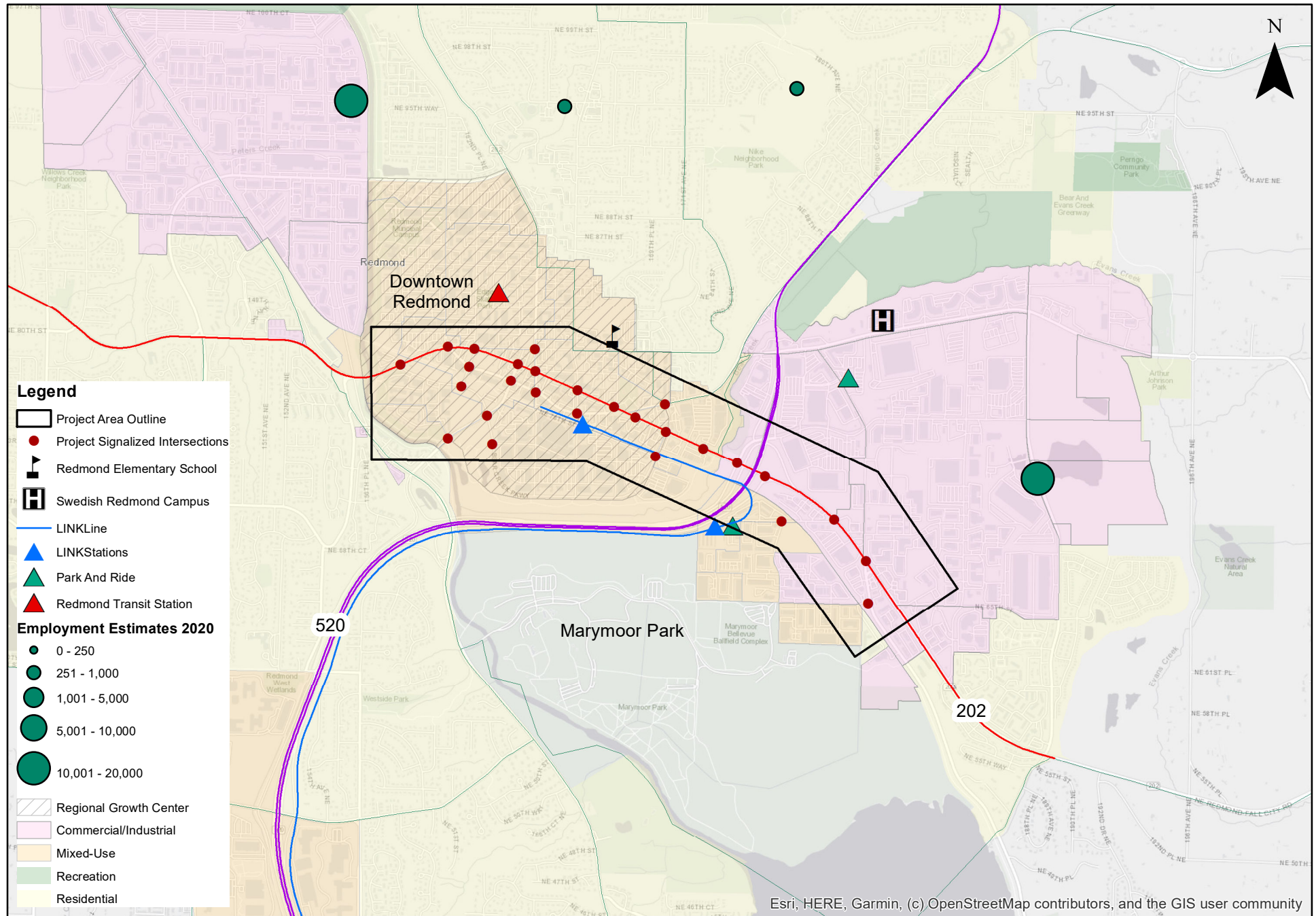
The \$865,000 in Federal Grants would not be available for use if not approved.

**ATTACHMENTS:**

Attachment A: Project Area



# Project Vicinity Map



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

0 0.25 0.5 0.75 1 Miles





## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-260

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
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**DEPARTMENT STAFF:**

Public Works	Anne-marie Marshall-Dody	Deputy Director
Public Works	Steve Hitch	Engineering Manager
Public Works	Tom Hardy	Stream and Habitat Planner
Public Works	Curtis Nickerson	Senior Utility Scientist

**TITLE:**

Approve On-call Monitoring Capacity Contract Increase in Support of Surface Water Monitoring Program

**OVERVIEW STATEMENT:**

Herrera Environmental Consultants is currently under contract with the City to provide on-call monitoring services. Public Works is starting a new Surface Water Monitoring Program (SWMP) and recommends Herrera an expansion of the existing contract in the amount of \$80,000 to complete start-up tasks.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Utilities Strategic Plan, Surface Water Monitoring Program
- **Required:**  
Contract increase over \$50,000
- **Council Request:**  
N/A
- **Other Key Facts:**  
Monitoring program start-up tasks need to be substantially completed by September 2023 so data collection can begin on October 1, 2023. A water year is a 12-month rain collection period beginning in October to the end of September of the following year.

**OUTCOMES:**

In the 2023-24 budget, the City Council approved funding for the new SWMP. The program will monitor and assess the health of streams in the City. Herrera is best positioned to assist the City for the SWMP start-up work in 2023.

Herrera is one of the top consultants in the region for this niche line of service and has intimate knowledge of Redmond's streams and our existing surface water monitoring infrastructure. Herrera is currently working on the Redmond Paired Watershed Study, which includes six stream monitoring sites that will become part of the SWMP. Herrera will provide the best value to the City because they can deliver the SWMP start-up tasks within the required timeline for a reasonable cost.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$80,000

**Approved in current biennial budget:** ☒ **Yes** ☐ **No** ☐ **N/A**

**Budget Offer Number:**  
0000002 - Ground and Surface Water Management

**Budget Priority:**  
Healthy and Sustainable

**Other budget impacts or additional costs:** ☐ **Yes** ☒ **No** ☐ **N/A**

**If yes, explain:**  
N/A

**Funding source(s):**  
405.21105.00410.53152

**Budget/Funding Constraints:**  
N/A

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

Monitoring needs to begin on October 1, 2023

**ANTICIPATED RESULT IF NOT APPROVED:**

The SWMP will not be ready at the beginning of the new water year and will not collect required data, delaying the implementation of the program.

**ATTACHMENTS:**

Attachment A: Supplemental Agreement

<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number			
Project Number		Phone:	
Project Title		Execution Date	Completion Date
Description of Work		New Maximum Amount Payable \$	

The Local Agency of \_\_\_\_\_  
 desires to supplement the agreement entered into with \_\_\_\_\_  
 and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the date for completion of the work to read:

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-261

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
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**DEPARTMENT STAFF:**

Public Works	Mike Haley	Project Manager
Public Works	Jon Spangler	Construction Division Manager

**TITLE:**

Approve Supplemental Agreement to Existing On Call Agreements with OTAK for Engineering and Inspection Services for Wastewater Lift Stations and Other CIP Projects

**OVERVIEW STATEMENT:**

Increase the on-call agreement with OTAK in an amount not to exceed \$1,000,000 for a total contract amount of \$3,000,000 for Construction Engineering and Inspection services to complete the Wastewater Lift Stations and other CIP projects as assigned. The agreement will be in effect through December 31, 2026, based on the City's needs and the firm's performance.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Approving this action keeps the City on the path to completing the construction phase of capital improvement projects.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**  
\$3,000,000

**Approved in current biennial budget:** ☐ Yes ☐ No ☒ N/A

**Budget Offer Number:**  
CIP

**Budget Priority:**  
N/A

**Other budget impacts or additional costs:** ☐ Yes ☒ No ☐ N/A  
**If yes, explain:**  
N/A

**Funding source(s):**  
CIP

**Budget/Funding Constraints:**  
N/A

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/6/2018	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

There is an immediate need for this agreement to be in place for the 2023 construction season to ensure the city is ready to provide quality control for projects bid in 2023 and 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not approving agreements will result in delaying projects and increasing costs to complete projects.

**ATTACHMENTS:**

Attachment A: OTAK Supplemental Agreement

<b>Supplemental Agreement Number</b> <u>02</u>		Organization and Address OTAK, Inc. 11242 Willows Road NE, Suite 200 Redmond WA 98052	
Original Agreement Number 8904		Phone: 425-827-9577	
Project Number N/A	Execution Date 4/30/2020	Completion Date 12/32/2026	
Project Title On Call Engineering Services		New Maximum Amount Payable \$ 3,000,000	
Description of Work On Call Engineering Services Agreement for wastewater pump station replacement program and other projects as assigned.			

The Local Agency of City of Redmond  
desires to supplement the agreement entered into with OTAK Inc.  
and executed on 11/26/2018 and identified as Agreement No. 8904

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

Support the City of Redmond at times of peak workload with engineering services that may include project management, engineering expertise, construction management, contract administration, inspection, and other related services to support of the pump station replacement program and other projects as assigned in design and construction

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the date for completion of the work to read: December 31, 2026

**III**

Section V, PAYMENT, shall be amended as follows:

Refer to revised attachment D

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Nico Vanderhorst

By: \_\_\_\_\_

Nico Vanderhorst

Digitally signed by Nico Vanderhorst  
Date: 2023.05.02 16:14:44 -07'00'

Consultant Signature

\_\_\_\_\_  
Approving Authority Signature



## Exhibit D

### Consultant Cost Proposal

Project Name: Wastewater Pump Station Program - On-Call Engineering/CM  
 Project Number: 033035.000 - (City Project No.- Various)  
 Consultant: Otak Inc.

#### NEGOTIATED HOURLY RATES

Classification	DSC	Overhead 175.63%	Fee (Profit) 30%	Total Hourly Rate
Architect VII	\$ 80.08	\$140.64	\$23.62	\$244.35
Architect VI	\$ 75.72	\$132.99	\$22.34	\$231.04
Architect V	\$ 72.39	\$127.14	\$21.36	\$220.88
Architect III	\$ 47.13	\$82.77	\$13.90	\$143.81
Architect II	\$ 43.49	\$76.38	\$12.83	\$132.70
Sr. PIC/Sr. PM Civil	\$ 97.00	\$170.36	\$28.62	\$295.98
PIC/Sr. PM Civil	\$ 88.20	\$154.91	\$26.02	\$269.12
Civil Engineer X	\$ 72.12	\$126.66	\$21.28	\$220.06
Civil Engineer IX	\$ 68.15	\$119.69	\$20.10	\$207.95
Civil Engineer VIII	\$ 62.58	\$109.91	\$18.46	\$190.95
Civil Engineer VII	\$ 55.79	\$97.98	\$16.46	\$170.23
Civil Engineer VI	\$ 52.90	\$92.91	\$15.61	\$161.41
Civil Engineer V	\$ 50.00	\$87.82	\$14.75	\$152.57
Civil Engineer IV	\$ 46.90	\$82.37	\$13.84	\$143.11
Civil Engineer III	\$ 43.50	\$76.40	\$12.83	\$132.73
Civil Engineer II	\$ 39.55	\$69.46	\$11.67	\$120.68
Engineering Designer V	\$ 42.00	\$73.76	\$12.39	\$128.15
Engineering Designer IV	\$ 38.55	\$67.71	\$11.37	\$117.63
Engineering Technician V	\$ 39.38	\$69.16	\$11.62	\$120.16
Engineering Technician IV	\$ 33.00	\$57.96	\$9.74	\$100.69
PIC/Sr. CM	\$ 73.50	\$129.09	\$21.68	\$224.27
Construction Manager VI	\$ 70.00	\$122.94	\$20.65	\$213.59
Construction Manager V	\$ 65.00	\$114.16	\$19.18	\$198.33
Construction Manager IV	\$ 59.42	\$104.36	\$17.53	\$181.31
Construction Manager III	\$ 54.02	\$94.88	\$15.94	\$164.83
Field Representative VII	\$ 65.55	\$115.13	\$19.34	\$200.01
Field Representative V	\$ 52.00	\$91.33	\$15.34	\$158.67
Field Representative IV	\$ 45.00	\$79.03	\$13.28	\$137.31
Field Representative III	\$ 36.00	\$63.23	\$10.62	\$109.85
CM Documentation Specialist III	\$ 45.07	\$79.16	\$13.30	\$137.52
Landscape Architect VI	\$ 52.77	\$92.68	\$15.57	\$161.02
Landscape Architect V	\$ 49.90	\$87.64	\$14.72	\$152.26
Landscape Architect III	\$ 40.18	\$70.57	\$11.85	\$122.60
Landscape Technician III	\$ 34.13	\$59.94	\$10.07	\$104.14
Planner IV	\$ 52.00	\$91.33	\$15.34	\$158.67
Planner II	\$ 43.92	\$77.14	\$12.96	\$134.01
Scientist V	\$ 57.51	\$101.00	\$16.97	\$175.48
Scientist II	\$ 36.96	\$64.91	\$10.90	\$112.78
Project Coordinator I	\$ 36.10	\$63.40	\$10.65	\$110.15
Project Admin. Assistant	\$ 33.50	\$58.84	\$9.88	\$102.22
Graphics Specialist	\$ 39.54	\$69.44	\$11.66	\$120.65



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-262

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2733
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**DEPARTMENT STAFF:**

Public Works	Anne-marie Marshall Dody	Deputy Public Works Director
Public Works	Aaron Moldver	Environmental Programs Manager
Public Works	Tally Greulich	Program Administrator

**TITLE:**

Approve 2021-23 Pollution Prevention Assistance Interagency Agreement Amendment

**OVERVIEW STATEMENT:**

The Washington Department of Ecology is providing the City an additional \$11,840 to fully cover the salary and benefits for a program administrator position in Public Works. This offer is an amendment to an earlier \$257,710.57 agreement (approved for acceptance by Council on October 5<sup>th</sup>, 2021).

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Community Strategic Plan  
Environmental Sustainability Action Plan  
Utilities Strategic Plan
- **Required:**  
Council approval is required for interlocal agreements.
- **Council Request:**  
NA
- **Other Key Facts:**

The City has partnered with the Department of Ecology (ECY) since 2011. The partnership has provided the City with over 1.2 million dollars to provide outreach to businesses on hazardous materials handling. ECY started the

Local Source Control Partnership (now PPA) in 2007. The PPA program is part of the Puget Sound Partnership, a state initiative dedicated to tackling three issues critical to Puget Sound recovery stormwater, habitat, and shellfish. This State funding enables jurisdictions to hire PPA Specialists to provide one-on-one technical assistance to small businesses to properly manage their hazardous waste and evaluate options for safer chemicals. This approach saves money for small businesses while protecting the State's urban water quality.

**OUTCOMES:**

The amendment funding will subsidize the Program Administrator's salaries and benefits due to the unanticipated 7% cost of living adjustment and signing bonus.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

Additional money is 100% funded through the Department of Ecology. No match is required.

**Approved in the current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**

0000002

**Budget Priority:**

Ground & Surface Water Management

**Other budget impacts or additional costs:** ☐ Yes ☐ No ☒ N/A

*If yes, explain:*

N/A

**Funding source(s):**

100% funded by the PPA Interagency Agreement through the Department of Ecology.

**Budget/Funding Constraints:**

☐ Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

Both parties must sign the contract amendment by June 30, 2023.

**ANTICIPATED RESULT IF NOT APPROVED:**

Not accepting the amendment will result in the City subsidizing the cost overrun of the Program Administrator's salary and benefits.

**ATTACHMENTS:**

Attachment A: Fully Executed Department of Ecology contract NO. C2200033 Amendment NO. 02

Attachment B: City of Redmond original Contract C2200033 (for reference)



## **AMENDMENT NO. 02**

TO

Contract NO. C2200033

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

**City of Redmond**

PROJECT TITLE: Pollution Prevention Assistance Partnership

**PURPOSE:** To amend the Agreement between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Redmond, hereinafter referred to as “Contractor.”

**WHEREAS,** additional funding is required to complete the current contract cycle. City of Redmond estimated the budget for the 2021 – 2023 PPA contract based on the salaries of the City of Redmond employees at the time. In Q1 of 2023, City of Redmond employees received a cumulative cost of living increase, increasing employee salaries. These changes result in a budget shortfall for the remaining contract cycle. City of Redmond will move some funding from other budget line items to help address the shortfall, but an additional \$11,840.00 is needed to reach the end of this contract cycle and biennium.

IT IS MUTUALLY AGREED the Agreement is amended as follows:

- 1) The Budget is amended to read as follows:

Total compensation is increased by \$11,840.00, from ~~\$276,210.57~~ to a new total contract value of \$288,050.57.

All other terms and conditions of the original Agreement including any other amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective as of April 1, 2023.

IN WITNESS WHEREOF, the parties below, having read this Amendment in its entirety, including any attachments, do agree in each and every particular as indicated by their below signatures.

**State of Washington  
Department of Ecology**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather R. Bartlett

\_\_\_\_\_  
Deputy Director

**City of Redmond**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelley Cochran (Mayor Designee)

\_\_\_\_\_  
Finance Director



**IAA No. C2200033**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF REDMOND**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “**ECOLOGY**,” and the City of Redmond, hereinafter referred to as the “**CONTRACTOR**,” pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is for the **CONTRACTOR** to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Pollution Prevention Assistance Partnership (formerly known as the Local Source Control (LSC) Partnership).

**WHEREAS**, **ECOLOGY** has legal authority (RCW 70A.214 and RCW 70A.300) and the **CONTRACTOR** has legal authority (City of Redmond municipal code 13.06 and 13.07) that allows each party to undertake the actions in this agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) SCOPE OF WORK**

The **CONTRACTOR** shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work*, and Appendix B, *Budget Detail*, attached hereto and incorporated herein.

**2) PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on **July 1, 2021**, and be completed by **June 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of **ECOLOGY**.

State of Washington, Department of Ecology  
 IAA No. C2200033  
 City of Redmond

### 3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables and compliance with all terms and conditions.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two can be up to the remaining percentage of the project budget. On or before August 15, 2022, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2022, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating Account (23P), Model Toxics Control Capital Account (23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed two hundred fifty-seven thousand, seven hundred ten dollars and fifty seven cents (\$257,710.57), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work*. ECOLOGY will not make payment until it has reviewed and accepted the work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, *Budget Detail*).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in *Goods and Services budget* or *Equipment budget* in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at ECOLOGY's sole discretion.

Indirect rates will be paid as indicated in Appendix B, *Budget Detail*. Changes to the indirect rate may be considered by ECOLOGY. CONTRACTOR shall provide supporting documentation necessitating the change to ECOLOGY. ECOLOGY's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories (with the exception of the voucher program budget category), with ECOLOGY's preapproval, and as long as the total budget is not exceeded.



State of Washington, Department of Ecology  
 IAA No. C2200033  
 City of Redmond

ECOLOGY may, at its sole discretion, withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

#### **4) BILLING AND PAYMENT PROCEDURE**

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice shall bill for actual hours worked during the quarter. The actual hours billed may be higher (as long as the total budget compensation award is not exceeded) or lower than the FTE estimate in Appendix A, *Statement of Work*. Attach supporting documentation to the invoice. See Appendix A, sections IV, V, and X for additional information (and section XI, Voucher Program if applicable).

Send invoices to:

State of Washington  
 Department of Ecology  
 Hazardous Waste & Toxics Reduction Program  
 Attn: Elaine Snouwaert  
 4601 N. Monroe Street  
 Spokane, WA 99205  
 Or  
 Electronically submit invoices to Elaine Snouwaert at [Elaine.Snouwaert@ecy.wa.gov](mailto:Elaine.Snouwaert@ecy.wa.gov)

Payment requests will be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, section X. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

#### **5) ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **6) ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

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## **7) ASSURANCES**

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

## **8) CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **9) DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

## **10) FUNDING AVAILABILITY**

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

## **11) GOVERNING LAW AND VENUE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be the Superior Court for Thurston County.

## **12) INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

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### **13) ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C2200033.
- d. Appendix A, *Statement of Work*.
- e. Appendix B, *Budget Detail*.
- f. Appendix C, *Special Terms and Conditions*.
- g. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

### **14) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

### **15) RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

### **16) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

### **17) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

### **18) SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

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Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

#### **19) SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

#### **20) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **21) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### **22) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

#### **23) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: (509) 329-3503 office (509) 385-5169 cell Email: Elaine.Snouwaert@ecy.wa.gov	Name: Tally Greulich Address: 15670 NE 85 <sup>th</sup> Street Redmond, WA 98032 Phone: (425) 566-2888 Email: <a href="mailto:tyoung@redmond.gov">tyoung@redmond.gov</a> Fax: (425) 556-2820

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**24) ALL WRITINGS CONTAINED HEREIN**

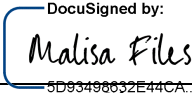
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**City of Redmond**

By: _____	By:  _____	10/7/2021
Signature	Signature	Date
_____	_____	_____
Heather R. Bartlett	Malisa Files	
_____	_____	
Deputy Director	Chief Operating Officer	

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## APPENDIX A STATEMENT OF WORK City of Redmond

### Section I. Introduction

This Statement of Work is for the 2021-2023 biennial Interagency Agreement (IAA) for the Pollution Prevention Assistance (PPA) Partnership, which is overseen by the Washington State Department of Ecology (ECOLGY), Hazardous Waste and Toxics Reduction Program.

The mission of the Pollution Prevention Assistance Partnership is:

“We protect Washington’s residents and environment by helping small businesses reduce toxic chemical use, safely manage dangerous waste, and keep stormwater free of pollutants.”

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to businesses that are small quantity generators (SQGs) of dangerous waste. In this context an SQG is any business, non-profit, facility, school, or other organization that generates less than 220 pounds of dangerous waste per calendar month and less than 2.2 pounds of extremely hazardous waste per calendar year. The site visits, along with other pollution prevention activities conducted by the CONTRACTOR, will be designed to reduce or eliminate dangerous waste and other pollutants at the source through best management practices that prevent spills and discharges to ground, air, and water (especially to industrial wastewater and stormwater).

To further facilitate the reduction or elimination of toxic chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the “Product Replacement Program” or PRP.

The PPA work is expected to fall within these general proportions:	
Technical Assistance (TA) visits (approximately 10-15% of TA visits will involve PRP) (see Section III)	65%
Unique Program Elements (see Section II)	20%
Training (see Section VIII)	10%
Other (admin, staff meetings, etc.)	5%

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The CONTRACTOR is expected to:

- Interact with other partners within the PPA Partnership to provide technical assistance and training, and share resources and experiences.
- Set up alerts to receive notifications when requests for information have been made on the PPA Partnership SharePoint Discussion Board.
- Ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's PPA Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.
- Act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.
- Disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this Agreement.

Key staff, estimated FTE, and their roles are identified in Table 1. Please note, this is an estimate of time dedicated to this contract over the full two years of the contract; quarterly invoicing must reflect **actual** hours worked even if hours are higher or lower than the FTE estimate.

**Table 1: Key Staff**

Staff Name	Estimated FTE	Role
Tally Greulich	0.1	Contract Management
Tally Greulich	0.8	PPA Specialist
Ken Waldo	0.0	PPA Specialist
Tally Greulich	0.1	Billing

## Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

**Table 2: Unique Program Elements**

Program Element	Deliverable(s)
<b>All-Staff Planning Committee -</b> <i>Four separate committees (one for each training event) made up of PPA specialists and Ecology.</i>	Work with one or two other jurisdictions to plan 1 All-Staff Training Event (virtually or in-person)
	With other committee members determine a lead to schedule planning meetings, track tasks, and finalize the agenda.
	Arrange for meeting logistics (venue, food and beverage if in person) and speakers.
<b>Product Replacement Program (PRP) Advisory Committee –</b> <i>PPA specialists who will review materials and advise Ecology on</i>	Participate in 90% of committee meetings.
	When requested by Ecology's PRP team, review PRP outreach materials and processes; Provide feedback and insight into how it will best integrate with other PPA work.

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<i>implementation of various PRP projects.</i>	Advise and assist with the development of procedures and voucher forms for a PPA voucher program. Target to launch the voucher program is January 3, 2022.
<b>New specialist training discussion panel – PPA specialists with extensive experience conducting PPA visits who will share knowledge and experience with new PPA specialists (see also Appendix A, Section VIII.1. for reference).</b>	Participate in 90% of scheduled panel discussions. Approximately 12 panel discussions over the course of the contract (6 per year), will be planned and hosted virtually by Ecology.
	Answer questions and share your experiences and tips for success.
<b>Stormwater Phase II Permittee Advisory Committee - PPA specialists to review materials and advise developers of the WSU Stormwater Center's business inspection training materials with the purpose of promoting consistency across businesses and coordination to avoid overlap.</b>	Participation in 90% of committee meetings. Participate on a committee to assist WSU's development of permittee guidance and training. Provide insights on conducting business visits.
	Work with the other members of the committee and Ecology to draft and finalize a work plan. This work plan should describe the roles and responsibilities of participants and outline the tasks to be completed.
	Review all materials.
	Mentor up to three permittees staff (optional).

### Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, combined Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed 'checklist' (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the PPA program (e.g. it is a medium or large quantity generator).
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However, a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).



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**Table 3: Number of Technical Assistance Visits**

Number of Total Visits	320
Target for Initial Visits	150
Target for Follow-up Visits	150

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2021-2023 technical assistance visits are listed in Table 4.

**Table 4: Technical Assistance Targets**

Target	Rationale for selecting
Automotive maintenance and repair	The City has many auto repair shops, and PPA staff plan to implement the degreaser PRP program at the ones that use Benchmark-1 parts washers and brake cleaners.
Gymnastics and other athletic/entertainment centers.	Gymnastics and other athletic/entertainment centers with foam pits are a required business sector for the 2021-2023 biennium. City staff plan to determine if these businesses have foam pits with flame retardants and implement the PRP voucher program if they are identified to have them.
Businesses located within the Critical Aquifer Recharge Area	Businesses inside the CARA are assigned risk based on business activities and stormwater management practices. High risk sites are visited annually and medium risk sites biannually.

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

### **High Priority Environmental Issues**

The below list is ECOLOGY's high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified but not necessarily required. The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR.

When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency. Serious concerns about impacts to human health and/or the environment warrant a consultation with ECOLOGY or other regulatory agencies to determine whether or not the issue needs to be referred.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection
- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

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### **Visit Guidance**

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
  - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
  - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that the business is not currently being visited by Urban Waters staff.
  - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
  - To the extent possible, verify the site is not a medium or large quantity generator.
  - Check to see if a sector specific Checklist or Tip Sheet is available on the PPA Partnership SharePoint site to help guide the visit.
2. During the visit:
  - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
  - Ensure, at a minimum, all items on the basic Checklist are reviewed. If while at the site, it becomes apparent the business is a medium or large quantity generator, either complete the visit and count it as a screening visit, OR formally refer the dangerous waste portion to ECOLOGY to count it as a full initial visit. This site should not be scheduled for future visits, unless it is likely their generator status has changed to qualify as an SQG.
  - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
  - If a Product Replacement Program (PRP) opportunity exists for the business, discuss the opportunity, terms and conditions, and steps to qualify as outlined in Section V.
  - Discuss spill response preparedness and offer spill kit for developing a plan. Funds can be used to purchase spill kits to provide to businesses. Occasionally ECOLOGY will provide spill kits through a bulk order, if funding is available.
  - If possible, photograph observed issues for before and after success stories.
  - Activities that may be beneficial during the visit include, but are not limited to, walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
  - Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the ‘Checklist’ or other documentation with the business at the end of the visit, by using a commitment postcard (format available in Branding Documents on PPA Partnership SharePoint), by sending a follow-up letter/email, or alternatively by sending a ‘thank you’ postcard if no issues were identified.
  - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the

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information you are providing is consistent with the other agency's regulations and/or best management practices.

- The PPA Specialists will make referrals to ECOLOGY as needed and report results.

#### **Section IV. Partnership Branding and Outreach**

When unique outreach or educational materials are developed by the CONTRACTOR using PPA Partnership funds, a draft must be sent to ECOLOGY for review and approval. To the extent feasible, the CONTRACTOR must utilize the Partnership's branding tools and templates available to produce these materials. The intent of this requirement is to facilitate a unified image and consistent messaging across the Partnership. The Partnership logo and other branding resources are available on the PPA Partnership SharePoint site.

It may be appropriate to include funding acknowledgement on some outreach materials. The CONTRACTOR will consult with ECOLOGY's PPA Partnership Coordinator to determine whether funding acknowledgement is required.

Finalized materials which may be useful to other Partnership contractors should be provided for upload to the resource Document Library on the PPA Partnership SharePoint Site.

Each CONTRACTOR must maintain a PPA webpage which meets the minimum requirements developed by the 2020 Resource Consistency Workgroup. See PPA Partnership SharePoint Site for requirements. The incorporation of the minimum webpage requirements should be completed by June 30, 2022 unless otherwise approved by ECOLOGY.

#### **Section V. Product Replacement Program (PRP)**

The Product Replacement Program is designed to eliminate Persistent Bioaccumulative Toxic (PBT) chemicals from use in commerce. The PRP removes and replaces PBT chemicals present in products, processes, or technologies to help prevent toxics from entering the environment. One of the best and most effective ways to prevent further environmental contamination, protect water quality, and reduce human health risk is to eliminate these toxic chemicals at the source. The PRP assists businesses with switching to safer alternatives.

PPA contractors are integral to the PRP. The CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. For technical assistance visits, where PRP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

The CONTRACTOR will assist ECOLOGY with the following programs:

1. Replacement of dry cleaning technology that uses perchloroethylene by visiting dry cleaners, discussing the program, assisting with required paperwork, and completing the final visit after new machine installation. Guidelines for this program are outlined in separate documents and posted on the PPA Partnership SharePoint.

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2. Promoting awareness of the national mercury thermostat takeback program at appropriate businesses.

Additional takeback and replacement programs ECOLOGY is exploring for addition to the PRP include, but are not limited to:

1. PFAS-containing firefighting foam takeback program. Currently ECOLOGY is working directly with fire departments, but this program may be expanded to businesses with PFAS-containing fire suppression systems.
2. Flame retardants in foam and equipment at gymnasiums, play centers, and recreation facilities.
3. Degreasers and solvents in parts washing systems in multiple business sectors.
4. PCB-containing light ballasts in schools.
5. Additional chemicals and products may also be added to this list.

ECOLOGY, in collaboration with the PPA Partnership, will develop procedures and criteria, which must be met for a business to receive reimbursement for any of the above chemicals or products. PRP payments for reimbursement to the business will come directly from ECOLOGY and are not included within the CONTRACTOR's funding compensation associated with this contract.

The PRP reimbursement payment will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must assist ECOLOGY in maintaining records indicating how the business qualified for the PRP reimbursement per the PRP program's eligibility criteria. Eligibility criteria will be developed by ECOLOGY and the Product Replacement Program Committee for each type of reimbursement offered.

The CONTRACTOR will provide technical assistance to the business to help ensure the business qualifies for a PRP reimbursement payment from ECOLOGY by completing the following steps, unless otherwise specified in guidelines developed specific to an individual reimbursement. Specific requirements for individual reimbursement programs will be maintained on the PPA Partnerweb SharePoint site.

1. CONTRACTOR conducts technical assistance visit and provides business with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for reimbursement, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the PRP reimbursement.
5. Business submits receipts for the product or equipment purchase and installation to ECOLOGY's PRP Coordinator. This submittal may be facilitated through the CONTRACTOR's representative for some PRP projects.

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6. CONTRACTOR may be requested by ECOLOGY to verify through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met.

For information about an optional voucher program that the CONTRACTOR can provide directly to a business, see Section XI.

## Section VI. Timeline

**Table 5: Timeline**

<b>Time Period</b>	<b>Goal for number of Site Visits</b>	<b>Unique Program Element activities</b>	<b>Technical Assistance Target activities</b>
<b>July 1, 2021 – December 31, 2021</b>	80	<ul style="list-style-type: none"> <li>• PRP Advisory Committee</li> <li>• Stormwater Phase II Permit Advisory Committee</li> <li>• New specialists training discussion panel</li> <li>• All Staff Planning Committee</li> </ul>	Automotive maintenance and repair
<b>January 1, 2022 – June 30, 2022</b>	80	<ul style="list-style-type: none"> <li>• PRP Advisory Committee</li> <li>• Stormwater Phase II Permit Advisory Committee</li> <li>• New specialists training discussion panel</li> </ul>	Gymnastics and other athletic/entertainment centers.
<b>July 1, 2022 – December 31, 2022</b>	80	<ul style="list-style-type: none"> <li>• PRP Advisory Committee</li> <li>• Stormwater Phase II Permit Advisory Committee</li> <li>• New specialists training discussion panel</li> </ul>	Businesses located within the Critical Aquifer Recharge Area
<b>January 1, 2023 – June 30, 2023</b>	80	<ul style="list-style-type: none"> <li>• PRP Advisory Committee</li> <li>• Stormwater Phase II Permit Advisory Committee</li> <li>• New specialists training discussion panel</li> </ul>	Businesses located within the Critical Aquifer Recharge Area, auto Repair Facilities, and gymnastics and other athletic/entertainment centers.

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## **Section VII. Local Source Control (LSC) Database**

Information gathered during technical assistance visits by the CONTRACTOR must include all of the elements that are listed in the most up-to-date PPA Checklist (check PPA Partnership SharePoint site for details) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit.
- If you make a referral to a regulatory agency, enter the information about the referral into the database within 15 work days of the referral.
- Ensure that data entry is complete and accurate.
- At a minimum all elements on the most recent version of ECOLOGY's PPA Checklist must be checked at each business visit. Specialists must attest that they have verified all elements.
  - Additional sector specific checklists are available on the ECOLOGY PPA Partnership SharePoint Site.
  - CONTRACTOR may substitute use of their own version(s) of the checklist(s) as long as it contains all elements on ECOLOGY's most recent checklist (See PPA Partnership SharePoint for details), and has been reviewed and approved by ECOLOGY staff.
- Refer to the LSC database instructions posted in the database interface, or contact ECOLOGY PPA staff, for assistance with database entry.
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws.

## **Section VIII. Training**

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Assistance Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the PPA Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule; ECOLOGY will communicate the final schedule to the CONTRACTOR.

### **New PPA Specialist Mentoring and Training**

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff. ECOLOGY will provide new hires a "welcome email" within the first two weeks of work as a PPA Specialist. This email will provide instructions for accessing the PPA Partnership SharePoint, LSC Database, and guidance on resources and training. All Specialists are expected to create an "alert" for the PPA Partnership SharePoint Discussion Board to receive email alerts at least once per week when topics are posted.

#### **1. New PPA Specialist Training & SharePoint Resources**

New PPA specialist training is provided in the form of self-paced online modules available through ECOLOGY's PartnerWeb SharePoint site, and web-based discussion panels. The web-based discussion panels will be planned and conducted by ECOLOGY staff and include new specialists

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and experienced PPA specialists who can offer suggestions and feedback to new specialists. The discussion panels are scheduled for the second Thursday of every other month from 10:30 to 12:00. On occasion these meetings will need to be rescheduled to accommodate panelists or new specialists who cannot make the originally scheduled date. ECOLOGY staff will provide as much notice as possible when these panels are rescheduled.

Schedule:

Discussion Panel Schedule – July 2021 thru June 2023		
2021	2022	2023
August 12, 2021	February 10, 2022	February 9, 2023
October 14, 2021	April 14, 2022	April 13, 2023
December 9, 2021	June 9, 2022	June 8, 2023
	August 11, 2022	
	October 13, 2022	
	December 8, 2022	
Attendance Requirement: All new specialists who have not yet attended six (6) discussion panels are required to attend. Panelists are required to attend all discussion panels.		

## 2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as mentors to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA contractor (partner) jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

### **All-Staff Trainings for all PPA Specialists**

All-Staff Trainings will be planned and conducted by teams of PPA Specialists from two to three PPA contractors (partners). When appropriate these trainings will be held in-person to facilitate interaction and networking between PPA Specialists, ECOLOGY, and invited presenters. Depending on current situations related to the COVID-19 pandemic or other health and safety concerns, All Staff Trainings may be held virtually via an online platform. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically, these trainings are held the second Wednesday in September and March or April. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight

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travel if it is being charged to the PPA budget. When training is held virtually online, the training will be scheduled across two half-days.

If staff and resources become available, ECOLOGY will add an additional All Staff Training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the All Staff Trainings. This person is responsible for disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the All Staff Trainings, however, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

### **Webinar Trainings**

ECOLOGY conducts Webinars during most of the months that do not have All Staff Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA contractors (partners). ECOLOGY will also ask PPA contractors to present on case studies.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.



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**Table 6: Tentative Training Schedule (subject to change)**

Date	Type	Date	Type
July, 2021	No training	July, 2022	No training
August 11, 2021	Webinar	August 10, 2022	Webinar
September 8-9, 2021	Webinar or All-Staff*	September 14-15, 2022	Webinar or All-Staff*
October 13-14, 2021	Webinar or All-Staff*	October 12-13, 2022	Webinar or All-Staff*
November 10, 2021	Webinar	November 9, 2022	Webinar
December 8, 2021	Webinar	December 14, 2022	Webinar
January 12, 2022	Webinar	January 11, 2023	Webinar
February 9, 2022	Webinar	February 8, 2023	Webinar
March 9-10, 2022	Webinar or All-Staff*	March 8-9, 2023	Webinar or All-Staff*
April 13-14, 2022	Webinar or All-Staff*	April 12-13, 2023	Webinar or All-Staff*
May 11, 2022	Webinar	May 10, 2023	Webinar
June 8, 2022	Webinar	June 14, 2021	Webinar
* When possible an in-person All Staff Training will be held in conjunction with the NW Chapter Annual Conference.			

## Section IX. Reporting and Contract Changes

### Quarterly Progress Reports

A brief progress report shall be submitted quarterly with each invoice (see schedule in Section X, Table 7). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PRP was presented and discussed. The Progress report should only include the status of the work conducted during the quarter and NOT include a roll-up of progress to-date since it services as backup documentation for the expenses included in the quarterly invoicing, see Section X.

### Annual Reports

Annual reports are used to briefly summarize contract status to-date including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status. Annual reports shall be provided to ECOLOGY by July 31, 2022 and July 31, 2023. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit. Photographs of the business before and after the visit, showing the beneficial changes should be provided, if at all possible. The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available on the PPA Partnership SharePoint. ECOLOGY will request, with advanced notice, that PPA CONTRACTORS provide presentations on their case studies at Webinars and All-Staff meetings.

### Contract Changes

Any of the following changes shall be reported to the ECOLOGY PPA Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)

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- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

## Section X. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition, the following information is provided:

- See also Appendix A, Statement of Work, Section V.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR's records per record retention requirements.
- Support documents may be submitted via email.
- Each invoice shall only bill for actual hours worked during the quarter which may be higher or lower than the FTE estimate in Section I, Table 1 of Appendix A, *Statement of Work*.
- Quarterly invoicing will follow the schedule in Table 7.

**Table 7: Invoicing Schedule**

Quarter	Months	Due Date
1	July, August, September 2021	November 10, 2021
2	October, November, December 2021	February 10, 2022
3	January, February, March 2022	May 10, 2022
4	April, May, June 2022	July 31, 2022 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2022	November 10, 2022
6	October, November, December 2022	February 10, 2023
7	January, February, March 2023	May 10, 2023
8	April, May, June 2023	July 31, 2023 (earlier Due Date due to end of biennium requirements)

## Section XI. Voucher Program

The CONTRACTOR will offer businesses vouchers for the cost of pollution prevention equipment or other recommendations, in accordance with the procedures developed for this voucher program. Payments will be made directly by the CONTRACTOR to the business. Examples of qualifying equipment or costs include but are not limited to secondary containment, drum covers, drum funnels with lids, infrastructure changes, substitution of less toxic products, and catch basin cleaning. The CONTRACTOR must maintain records for each of their voucher reimbursement payments issued and ensure a business is limited to one voucher per calendar year. Each voucher payment will be capped at \$500 or less. These reimbursements

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will come from the \$5,000 budget category included in this contract and cannot be shifted to or from other budget categories (see Appendix B). Documentation of voucher payments will be submitted to ECOLOGY with the quarterly invoicing (Section X).

The specific forms, processes, and procedure for this voucher program will be developed in the first six months of this contract by the Product Replacement Program Advisory Committee. The CONTRACTOR will follow the procedures approved by ECOLOGY and housed on the PPA Partnership SharePoint. The target date for beginning to offer this voucher program is January 3, 2022.

## **Section XII. Resources**

The following are resources to materials referenced in this contract. Links to and the resources listed are subject to change.

- PPA Partnership SharePoint:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/SitePages/Home.aspx>
- LSC Database:  
<http://ecyaphwtr/lsc/Home.aspx>
- Invoice Voucher A19-1A:  
<https://des.wa.gov/sites/default/files/public/documents/HRPayroll/SACS/A-19-1AForm.doc?=5c82f>
- Partnership Report Templates:  
<https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/Templates/Forms/AllItems.aspx>
- Checklists & Tip Sheets:  
[https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/\\_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx](https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/Checklist%20%20Tip%20Sheets/Forms/AllItems.aspx)
- New Specialist Training modules:  
[https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/\\_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx](https://partnerweb.ecy.wa.gov/sites/HWTR/LSC2016/_layouts/15/start.aspx#/New%20Specialist%20Training/Forms/AllItems.aspx)
- Travel Per Diem Rates:  
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

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## APPENDIX B BUDGET DETAIL

See sections #3, *Compensation*, and #4, *Billing and Payment Procedures*, for additional instructions.

Category		Amount
Salaries		187,514.06
Benefits		61,196.51
Subcontracts		
Goods & Services (see Table A)		2,000.00
Equipment (see Table B)		
Travel/Training		2,000.00
Voucher Program (Section XI)		\$5,000.00
<b>Subtotal Direct Costs</b>		
Indirect Costs*	Rate (%)	
	Indirect amount	
<b>Total Award</b>		257,710.57

\* Applied to Salaries & Benefits only

**Table A.**

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

**Table B.**

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

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## **APPENDIX C**

### **SPECIAL TERMS AND CONDITIONS**

#### **1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion**

- a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
  - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
  - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
  - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
  - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
  - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.
-



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-265

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
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**DEPARTMENT STAFF:**

Public Works	Ernest Fix	Operations Manager
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**TITLE:**

Approve Consultant Agreement with Matrix Consulting Group in the Amount of \$170,300 for the 2023 Fleet Study

**OVERVIEW STATEMENT:**

Council approved \$200,000 in one-time funding for a comprehensive fleet study as part of the 2023-2024 biannual budget. For this study, the consultant will review current City Fleet operations, procedures, organizational structure, and facilities and make recommendations for improvements, efficiencies, and other changes. The consultant will also provide a transition plan for converting the City's fleet to electric vehicles and other alternative fuels in alignment with the City's Environmental Sustainability Action Plan.

☐ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**
  - Environmental Sustainability Action Plan
  - City of Redmond Operations Zero Carbon Strategy
  - Redmond City Council Climate Emergency Declaration
- **Required:**
  - Council approval is required for contracts exceeding \$50,000.
- **Council Request:**
  - N/A
- **Other Key Facts:**
  - One previous fleet study was performed in 2011 by Fleet Counselor Services Inc. This study has been provided to Matrix Consulting Group and a gap analysis evaluating recommended and implemented changes from the 2011 study will be included in this project.

**OUTCOMES:**

Outcomes of the fleet study will include:

- Specific recommendations for process and policy improvements to Fleet Division operations.
- A plan for converting the City's fleet to electric vehicles and other alternative fuels.
- Facility changes to help inform the MOC Master Plan project.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Fleet study to begin in June. Total project duration estimated at 10 months.
- **Outreach Methods and Results:**  
N/A
- **Feedback Summary:**  
N/A

**BUDGET IMPACT:**

**Total Cost:**

\$170,300

**Approved in current biennial budget:** ☒ Yes ☐ No ☐ N/A

**Budget Offer Number:**

0000137

**Budget Priority:**

Strategic and Responsive

**Other budget impacts or additional costs:** ☐ Yes ☒ No ☐ N/A

**If yes, explain:**

N/A

**Funding source(s):**

Fleet fund

**Budget/Funding Constraints:**

Must be completed by the end of 2024; one-time service enhancement approved for 2023-2024.

☐ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

If the agreement is not approved, the fleet study will not be completed. Not having a well-researched and developed transition plan could have a negative impact on the City's ability to achieve fleet conversion and carbon reduction goals.

**ATTACHMENTS:**

Attachment A: Consulting Services Agreement with Matrix Consulting Group to perform the 2023 Fleet Study.



THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_ between the City of Redmond, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. 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 work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY 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 the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.

7. **Independent Contractor.** The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. **Indemnity.** The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. **Insurance.** The CONSULTANT shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

**B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.**

**C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.**

**The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.**

**All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.**

**10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.**

**11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.**

12. **Project Administrator.** The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

14. **Termination.** The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. **Non-Discrimination.** The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. **Compliance and Governing Law.** The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. **Subcontracting or Assignment.** The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. **Non-Waiver.** Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. **Litigation.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. **Taxes.** The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. **City Business License.** The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

**page 8 – Consulting Services Agreement, Non-Public Work  
City of Redmond, standard form**

**IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the  
day and year first above written.**

**CONSULTANT:**

**CITY OF REDMOND:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Angela Birney, Mayor**  
**DATED:** \_\_\_\_\_

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**City Clerk, City of Redmond**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Office of the City Attorney**

## Appendix: Work Plan

This section of our proposal includes an overview of our approach and work plan.

### 1. Project Approach

We believe that several aspects of our study approach should be mentioned and stressed.

#### (1) Project Management

One critical success factor in conducting any project in an efficient, timely, and effective manner is project management. Aspects of project management include:

- **Process.** Our approach ensures that disruption to the day-to-day operations of the organization is minimized, and later tasks build upon the results of earlier ones so that backtracking and redundant work effort (and unnecessary costs) are avoided. We will have a dedicated, experienced project manager, provide bi-weekly updates, and meet bi-weekly at a designated time.
- **Timelines.** We will meet all deadlines. No excuses or exceptions will be offered from our perspective. Items outside of our control (availability of data and key personnel) will be discussed with the client as soon as they endanger the timeline.
- **Change Management.** A change management process will be used to address any amendments to deliverables or timeline. Changes will only be made following formal documentation and approval of the client.
- **Communications.** We will have open communications and will provide cell phone numbers for immediate access to our project team. We will use a mix of email and virtual and live meetings to ensure all parties are synchronized.

#### (2) Information Gathering

We collect information through a combination of three methods.

- We will provide a checklist of the information we need to do this review. It will contain items such as a fleet inventory, strategic plans, policies, budget data, etc.
- We collect further information during interviews with management, staff, and stakeholders.
- Finally, we will conduct a site visit to develop our understanding of the facilities and resources available to the fleet.

Each of these methods play an important role in their respective stage of the study.



### (3) Quality Control

A key differentiator of our approach is quality control. We use interim deliverables to ensure accuracy and solicit feedback from our clients so there are no surprises in the final report. Also, every deliverable is reviewed by a Principal of the firm to ensure a standardized approach and high level of analysis and professional presentation.

## 2. Task Plan

The RFP is divided into two components. We are offering a detailed task plan for both of these components.

### Component A

#### Task 1 | Create a Current Fleet Profile

The project team will build a detailed current inventory including fleet size, composition, age, condition, life expectancy and replacement schedules and analyze all applicable fleet data by department, year, make, model, weight class, mileage, maintenance and fuel type and costs. We will also analyze the decentralized fleet governance approach, capital and operating budgets, policies, and use of technology. This task allows us to learn about the unique characteristics, programs, and services supported by the fleet and includes:

- **Request for Information (RFI).** We will provide the city with a comprehensive RFI that details the data we will require to conduct the project. We will provide a structured data collection template to ensure all required information is collected and to identify any items that are not readily available. We will concentrate on the last three complete fiscal years of cost and utilization data. Many of the organizations we work with do not have all requested data readily available. We will work with you to decide when to use industry averages where the information is not available. An example of a RFI for a recent project appears below.

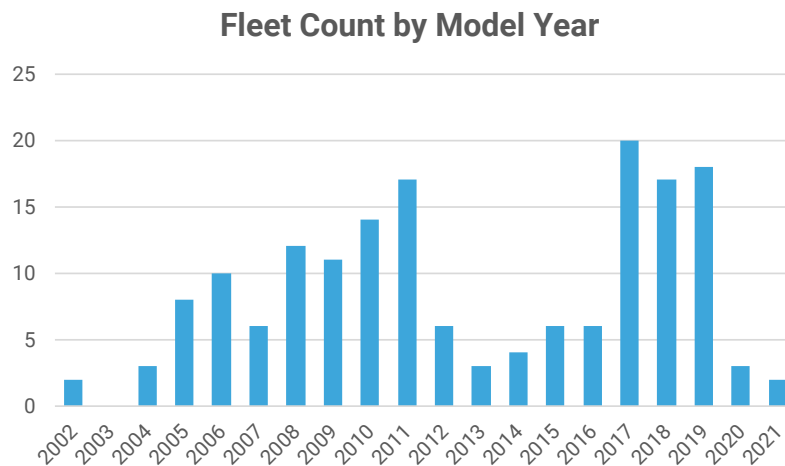
Request for Information (RFI)	
Section	General Information Description
<b>Governance</b>	
G-1	Organization's Strategic Plan
G-2	Asset Management Policies and Plans
G-3	Fleet policies and plans (maintenance, fuel, safety, etc.)
<b>Organization</b>	
O-1	Organizational Chart for the entire organization
O-2	List of departmental fleet reps with names, positions, location and contact information
<b>Fleet Lifecycle and Replacement</b>	
R-1	Fleet Asset Inventory Listing (see other tabs for format and instructions)
R-2	Fleet Lifecycle policies (acquisition, remarketing, in-service utilization of assets)

Request for Information (RFI)	
Section	General Information Description
R-3	Fleet Lifecycle parameters by unit class (miles/hours, trips or other metrics used)
<b>Utilization</b>	
U-1	Established criteria to justify permanent unit assignment
U-2	Policy on alternatives to ownership allowed/considered
U-3	Format for regular utilization reviews
<b>Budget</b>	
B-1	Fleet capital budget and expenditures by department (current and last 2 FY)
B-2	Fleet operating budget (fuel and maintenance) and expenditures by department
<b>Information Management</b>	
I-1	Contract and description of the FIMS in use (models used if applicable)
I-2	List of users/super-users on FIMS by module
I-3	Description of responsibility and accountability for fleet information
<b>Maintenance</b>	
M-1	List of facilities used for maintenance
M-2	PM schedules
M-3	Metrics on PM compliance and overdue
<b>Sustainability</b>	
S-1	Location, fuel type and capacity of all conventional fuel sites used
S-2	Current EV charging infrastructure
S-3	Costs of fuel-by-fuel source

- **Kick-off.** We will conduct a project kick-off meeting to review study objectives, approach, the work plan, interim deliverables, and schedule.
- **Initial interviews.** Once the project initiation meeting has been completed, we will conduct initial interviews with fleet program stakeholders to enhance our understanding of conditions on the ground. Interviews can be onsite or virtual, depending on client preference and current COVID regulations.
- **Consolidated inventory.** Through data provided and initial interviews, we will establish the fleet inventory that will be the basis for future study. The inventory will contain unit and VIN numbers, make, model, year, purchase date, current odometer, anticipated mileage and Department as well as capital and operating costs. Where there are gaps in the data, we will discuss workarounds with the city that may involve using industry benchmarks or estimates based on agreed-upon assumptions. A sample graph generated from a consolidated inventory by vehicle type and average mileage can be seen below:

Equipment Class	Count	Avg. Mileage
Sedan	5	27,283
SUV	32	40,528
Van	13	67,746
Pick-up	55	55,636
Truck MD	42	48,983
Truck Dump	13	45,351
Truck Service	8	18,126
Heavy Equipment	1	47,020
<b>TOTAL</b>	<b>169</b>	<b>47,696</b>

We will use diagrams and graphs to illustrate important information such as annual fleet units purchased in the example below:



- **Project management and reporting framework.** From project kick-off, a framework will be in place to ensure overall management of all aspects of the review. We will collaborate with the city to select a regular time for project update meetings and will provide a summary of progress and challenges.

A draft profile will be submitted to allow the city to edit or add to the information collected. The final version of the fleet profile will be the baseline upon which all future deliverables are built.

## TASK RESULT

**Current fleet profile report with a consolidated inventory, and sections on organization, responsibilities, budget, policies and technology.**

## Task 2 | Compare City Practices with Industry Best Practices

In this task, the project team will analyze the extent to which current fleet operations and practices at the city meet industry best practices. As requested in the RFP, we will examine the following areas:

**Governance.** We will examine the overall governance of the fleet organization which includes the degree of centralizations, structure, policies and commitment to customer service.

**Staffing.** We will assess the adequacy and effectiveness of maintenance staffing using an established industry methodology, Vehicle Equivalency Unit (VEU) Analysis. A VEU represents a relative repair factor that enables comparisons between different types of vehicles and different fleets. The baseline that is used is the passenger sedan which is assigned a VE of 1.0. All other types of vehicles and equipment are given a VE based on the relative level of effort to maintain them in comparison to a sedan. We will calculate the overall staffing needs of the City as well as breaking down the requirements for Public Works and Fire. In addition to the number of staff, we will review job descriptions, identify any gaps and use industry benchmarks to identify whether training needs are met.

**Maintenance.** We will examine all aspects of the maintenance program to include:

- Preventive Maintenance (PM) programs. We will evaluate the PM program in place and compare compliance to established industry benchmarks.
- Repair requests. We will calculate the amount of scheduled versus unscheduled repair work and compare that to established industry benchmarks. We will also evaluate the repair process from receipt of a repair request to completion and sign-off on the work order.
- Facilities and yard layout. We will visit the shop and yard where vehicles are stored and assess the condition/adequacy of current facilities, hazardous waste disposal, vehicle/shop security and the layout of the yard.
- Parts Support. We will research how parts are acquired, managed and allocated and compare inventory, contracting and warranty tracking to best practices.

**Procurement.** We will consider the use of cooperative arrangements and standing offers. We will evaluate the current capital budgeting practices for vehicle purchases, including accounting for price increases. We will also look at the procurement timeline in acquiring vehicles in a timely manner.

**Disposal.** We will examine remarketing strategies designed to maximize asset value. This involves remarketing assets as soon as they are replaced and ensuring proceeds are returned to the equipment replacement fund.

**Motor Pool Management.** Vehicle sharing is a best practice, and we will assess the extent to which the City maximizes the use of pooled vehicles while ensuring efficient booking, storage, and management of pooled assets.

**Technology/FMIS and KPIs.** Fleet Management is an increasingly data-driven activity and organizations must have tools in place to capture the data needed for important decisions. We will therefore examine the adequacy of tools currently in place for this purpose, the reporting of information and the tracking of Key Performance Indicators.

We offer the following extract from a best practice checklist as an indication of the format and methodology used. Each practice is assessed as meeting industry best practice, partially meeting the best practice, or not meeting it. Note that every area evaluated as ~ or X will be addressed in detail in the final report and recommendations made to bring it in line with the best practice and planning steps to achieve alignment.

Best Practice Criteria	Status	Comment
1. The City has a formal Preventative Maintenance program with compliance of 90% or more.	✓	All fleet users are proactive in ensuring PMs are completed on time.
2. The City outsources 10-15% of work in order for technicians to concentrate in areas they do best.	X	Almost no work is outsourced.
3. The facility is clean, well lit and organized.	~	Some work areas need attention and the floor needs painting.

## TASK RESULT

**Checklist that summarizes how the city aligns with best practices in the fleet functional areas described. Chapter in the final report on maintenance best practices, training and staffing, including the excel-based staffing calculator.**

### Task 3 | Complete a Gap Analysis from the Previous Fleet Study

From information found online, we note that there was a 2011 fleet review, and that Public Works updated the status of the recommendations in 2022. Significant progress has been made in the implementation of a Fleet Management Information System and a formal Preventive Maintenance program. It appears that a number of recommendations are only partially implemented or outstanding. These include:

- Creation of a Fleet Policy Manual.
- Update AssetWorks and implement for Fire
- Improve performance measurement and analysis
- Perform a fleet utilization review.
- Conduct a telematics pilot project.
- Centralize fleet organization and location.
- Develop a robust training program.
- Review cost allocation and fleet rates

As requested, we will conduct a gap analysis that will assess the extent to which each recommendation has been implemented, the impact on fleet operations, challenges or impediments to implementation and the time and resources required to put them in place.

## TASK RESULT

### Interim Report in the form of a Gap Analysis of the 2011 Fleet Review.

#### Task 4 | Analyze Facility Needs for Maintenance and Fuel

As the City is engaged in a master planning effort to identify needs and design a new Maintenance and Operations Center (MOC), including fleet maintenance facilities, this is an opportune time for a maintenance and fuel facilities audit. Our experienced facility design and space planner will lead an assessment of facility needs. We will consider the current Fleet and Fire needs and options for centralization. We will also review the fuel facilities and assess the need for a cardlock capability and emergency fueling needs.

This task involves several steps. First, we will examine the general condition of the facility and the systems that support fleet maintenance operations. We will start with a facility walk-through and make initial observations in the following areas:

#### Checklist

- Shop Organization
- Cleanliness
- Lighting
- Floors
- Tools
- Parts room
- Workstations
- Manuals
- Lube dispensing
- Lead Mechanic Office

Following this, we will conduct interviews with the fleet and maintenance staff and analyze the vehicle inventory and repair needs of the organization. This will enable us to create an in-depth understanding of the following specific areas:

- The adequacy of the facility overall to support fleet operations (size, ventilation).
- The number and configuration of bays (maintenance, welding, tire, quick fix and washing). Is warm storage available in the winter for vehicles and equipment?
- The availability of tools and equipment to promote efficient operations.
- The access to hazardous waste disposal.
- The size, location and access to a parts room.
- The layout of the yard/site with designated areas for vehicle drop off and pick up.
- The adequacy of information technology to guarantee efficiency in the facility.

Next, we will examine the current space allocation in the facility for each functional area. This space allocation will be compared to industry best practice to determine if space needs are met.

Finally, we will consider potential future needs in terms of space, tools and equipment. This includes the impacts to operations, costs, and carbon reduction goals.

## TASK RESULT

**A high-level facility conditions assessment with current and future space allocation tables.**

### Task 5 | Analyze the Process for Cost Recovery and Rate Setting

We will conduct a comprehensive review of policies and procedures to implement financial practices and services within the fleet service area that provide a sustainable long-term approach to charging for these services. The City has an internal process for allocating costs to its customers but desires to update the approach to ensure it adequately reflects industry standards and internal operational needs and allocates costs in a fair and objective manner. Our steps for this review are:

- **Identify current budget process, rates and service levels:** The project team will work with City staff to understand the budget process and services currently being provided as well as the current methodology for allocating the costs of those services.

- **Determine allocation metrics:** The project team will work with City staff to review existing metrics utilized such as number of vehicles and equipment, maintenance charges, work orders, labor hours, etc. and discuss options for allocation.
- **Develop rate recommendations:** Based on data collected, and after discussions with City staff, the project team will make recommendations regarding the allocation methodology to be utilized.
- **Policy and procedure development:** The project team will work with City staff to develop policies and procedures to allow for annual updates to the allocation methodology, as well as easily explain to customer departments the methodology for their rates.
- **Fleet Services Program funding:** This financial assessment will include overall evaluation of both the capital fund and the maintenance fund including all elements of those service areas including required annual funding (general fund and enterprise fund), personnel costs, overhead allocations, administrative services, materials and supplies, and all contracted services. The financial analysis will also provide recommendations regarding required reserves necessary to maintain fiscal health of the fund.

We will provide short/mid and long-term recommendations with an evaluation of how these recommendations align with the City's financial planning regulations. These recommendations will consider the current organization as well as centralization options.

## TASK RESULT

**Cost allocation chapter in the Final Report.**

### Task 6 | Evaluate Fleet Centralization Options

In many cases, fleet operations can benefit from centralizing the overall allocation of maintenance resources and maintenance systems while preserving operational priorities for repair. We will assess the options for centralization of the General City and Fire fleets and compare these to status quo. This option comparison will examine:

- Locations
- Unique Fire fleet requirements
- Leadership
- Staffing
- Job descriptions



- Training requirements
- Need for after-hours services

In each category we will discuss the advantages and disadvantages as well as the costs and savings of each option.

## **TASK RESULT**

### **Centralization options analysis chapter in the Final Report**

#### **Task 7 | Develop the Component A Report**

Upon the conclusion of the preceding tasks, we will prepare a detailed report which summarizes the results of each of the previous work tasks and clearly delineates the recommended changes and associated costs. This draft report will include a description of the study methodology and fleet profile.

The report will be structured as follows:

- Executive Summary
  - Primary findings
  - Primary recommendations
  - Summary of cost impacts
- Introduction
  - Project purpose and scope
  - Project methodologies
  - Fleet Profile
- Best Practices
  - Governance
  - Staffing
  - Maintenance
  - Procurement
  - Disposal
  - Motor Pool Management
- Gap Analysis
  - 2011 Fleet Recommendations Status
  - Barriers
  - Cost and Resources to Complete

- Facility Analysis
- Rate Analysis
- Centralization
- Appendices
  - Best Practice Checklist
  - Staffing Calculator

Once the draft report is complete, we will submit an electronic copy to the City Project Lead and work closely with them to clarify any questions. Once the report is checked for factual accuracy and comments returned to our project team, we will make the necessary edits and produce a final version. We will provide e-copies of the final report, and all attachments to the City Project Lead. We will also provide a presentation summarizing the results of Component A.

## TASK RESULTS

**Draft and Final (Component A) Reports in the format shown. A PowerPoint presentation summarizing the project.**

## ***Component B***

On the completion of Component A tasks, we will have compiled a current fleet profile, best practice assessment, gap analysis, facility review, rate analysis and centralization option analysis. These tasks lead naturally into the Component B portion of the study.

### **Task 1 | Review Fleet Utilization**

One of the 2011 fleet study recommendations was to conduct a utilization review. Fleet utilization does not just include a review of the use of owned assets. It involves the full range of mobility options used by an organization which may include leased vehicles, rentals, reimbursement programs and take-home assets. We will use the data from the fleet profile and the 2023 telematics pilot to undertake our review in the following steps:

- **Vehicle needs.** We will interview end users to understand where vehicles meet their needs, where vehicles need to be replaced with a different type, where vehicle are surplus to needs and where there are shortfalls.
- **Sharing opportunities.** We will recommend pooling or sharing of fleet vehicles to maximize efficiency and minimize costs. Pool management is essential to

maximize the use of pooled assets and we will make recommendations in the areas of pooled vehicle locations, types and reservation procedures.

- **Consider personal use and reimbursement programs.** We will evaluate current policies and use of take-home vehicles including their personal use. We will also consider business use of personal vehicles to ensure they contribute to the efficiency of the fleet utilization strategy.
- **Types of vehicles.** We will provide recommendations in the areas of vehicle types (including the potential for electric vehicles), retention and replacement criteria, and rightsizing to optimize efficiency and adapt to future demand and technological innovation.
- **Future fleet inventory.** We will develop a detailed inventory of the recommended vehicle fleet size and composition that will meet operational and future needs with costs and savings associated with the future model.

Regarding utilization, miles driven is not the only data point indicating the need for a vehicle. Some vehicles that are in use may not be accumulating many miles. For example, a pickup truck assigned to an electrician may function as a mobile toolbox and sit at a job site for extended periods. Vehicles with an emergency response mission may also have little to no use in a year but must be retained.

The U.S. federal government uses an approach to fleet rightsizing known as the Vehicle Allocation Methodology (VAM). With this approach, we ensure that the overall fleet is right-sized, and each vehicle is the right type. This additional information is gained through interviews. Experience has shown that interviews are a far better technique to gather this information than written surveys. The level of detail, accuracy and honesty of responses is much better in personal interviews. Questions covered include:

#### **Representative Utilization Questions**

What is the main job this vehicle performs?

Describe how this supports the organization's mission.

Does the vehicle need special equipment to accomplish the tasks?

What is the normal/maximum daily range of the vehicle?

How many people will be transported per trip on a regular basis?

How much and what type of cargo will the vehicle haul on a regular basis?

Is the vehicle shared with other employees or other departments?

Describe any emergency response requirements.

How many days per week and hours per day is this vehicle required?

Empirical data and interview results will be compiled and analyzed to determine the current use of the asset and its future disposition. We will record our interview results in

a workbook which will be provided to the city as a baseline for your conduct of utilization reviews in the future. From our analysis, we will recommendation one of the following outcomes for each vehicle in the fleet:

<b>Retain</b>	Keep current unit in service and replace according to a multi-year replacement plan based on optimum lifecycles.
<b>Replace</b>	Asset is overdue for replacement and should be replaced immediately.
<b>Right-Type</b>	The current asset is not the best or most economical for the job. It should be replaced with a different asset at the end of the current lifecycle.
<b>Eliminate</b>	Utilization does not justify retention of the asset. The asset should be sent to auction and not replaced.
<b>Re-Examine Post-Covid</b>	Review once normal operations resume.
<b>Other</b>	Other recommendations may include borrow, pool, rent or additional analysis.

We will also capture general utilization issues and concerns that come up during the interviews. These issues often include take-home vehicle, 'shadow' vehicles, trailer utilization, pool management and seasonal use.

In a municipal environment, vehicles are taken home for one of two reasons – it is a vehicle assigned as part of a benefits package, or the vehicle is assigned due to an on-call or emergency response requirement. There are established operational requirements for the latter when it does not make sense to return to the city yard to pick up a vehicle when responding to an emergency.

There is, however, the potential for abuse in this area if clear policies and controls are not in place. To evaluate the city's take-home vehicle program, we will request a list of all take-home assignments. We will interview employees and supervisors regarding the justification for the assignment. In addition, we will review the policy to determine if the justification process is clear, personal use is minimized (or eliminated) and assignments are regularly reviewed.

A utilization review is not something that can be done once. It must be an annual activity if fleet size and type are to remain optimal. Therefore, this review will provide a baseline and methodology for future annual reviews. Overall, we will answer the questions of whether the current fleet configuration meets the operational needs for the City?

## TASK RESULT

**Written utilization report and excel workbook showing recommendations for right sizing and typing as well as the cost implications of implementing the recommendations.**

### Task 2 | Determine Candidates for Alternative Fuels

The right-fueling analysis will assess historical vehicle use patterns to identify opportunities to consider replacing conventionally fueled vehicles with electric vehicles (EV) or other alternative fueled vehicles (AFV). Specifically, this analysis will leverage the baseline vehicle characteristics collected in prior tasks (age, mileage, fuel use, drive cycles, fueling/charging locations, fuel efficiency, maintenance location, maintenance costs, garaging location, expected replacement year) to identify candidates for conversion. Other key characteristics such as safety and passenger requirements will be evaluated, depending on data. We will incorporate findings from past efforts to add EVs or other alternative fuel vehicles to the City fleet in our recommendations.

In addition to identifying candidates for conversion, we shall evaluate the current market of available EVs and AFVs for their compatibility with current operations. Electric-powered solutions typically have the best emission reduction potential, but other alternative fuels and hybrids can achieve emission improvements over conventional vehicles. These may be desirable solutions for certain vehicle types, such as larger vehicles that might not currently have electrified options from the major manufacturers. We will assess the most feasible options for converting the fleet to zero-emission solutions (all-electric or hydrogen fuel cell) wherever possible. If zero-emission solutions are not currently available or cannot perform the expected duties of any vehicles needed to support City operations, transitional solutions such as plug-in hybrids, propane, renewable natural gas, or renewable diesel may be considered as temporary options. The research shall include market trends on state-of-the-art alternative fuels, government incentives, and alternate vehicle types that might be applicable. The advantages and disadvantages associated with each alternative will be considered.

We will use the baseline analysis and other supporting data including telematics analysis to provide recommendations for right fueling the City fleet factoring in availability, estimated costs, maintenance requirements, and the ability to meet department functions. We have extensive experience developing vehicle replacement plans that are sensitive to the unique budgeting and procurement processes that municipalities must follow. Our vehicle replacement strategy will prioritize vehicles based on an objective analysis of cost, fuel consumption, energy savings, and emissions reduction. The outcome of the alternative vehicle review task will be to develop a matrix of vehicle

choices to implement EVs in stages that best align with current and future industry trends while remaining cognizant of the City's capital planning cycle. We will highlight vehicle classes for which electric alternatives are available and most cost effective, as well as those for which practical electric alternatives are not available. The review shall include:

- Average upfront and lifecycle vehicle cost differential among the commercially available fuel options.
- Climate impacts on performance.
- Cost/benefit analysis of the conversion to electric vehicles for different vehicle classes and types.
- Identification of the vehicle types that are least viable for conversion to electric due to insufficient alternatives, unreliable technology, excessive cost, or other reasons, and an overview of emerging technology and/or case studies.

## TASK RESULT

**Alternative fueled vehicle options report and spreadsheet showing right-fueling recommendations by vehicle.**

### Task 3 | Create a Charging Plan to Support Fleet Electrification

Based on the recommended electrification strategy, we will develop a facility support plan to accommodate the charging and storage needs of a fleet increasingly composed of EV assets.

#### Fleet Charging Profiles

To determine the need for facility changes and charger installations, we will project the future charging needs of the fleet based on the recommended transition to EVs for different classifications in the preceding task. For each asset, we will prepare a charging profile showing the amount of electricity required to charge it, the length of charging time needed, the frequency of charging need, and the window of time available for them to charge. This profile will be produced using data available from manufacturer's specifications as well as the fleet inventory data collected, and the department interviews conducted in the first task. It will show the phased, year-to-year growth in charging need at each location and in each vehicle classification.

#### Site Installation Planning

With the projected charging profile of the fleet developed for future years, we will examine fleet vehicle and equipment staging locations to understand electrical demand at each

staging area within the facility. The team will conduct a site visit to develop a comprehensive understanding of each area of the facility, including crucial information on electrical panel space, existing transformer size, expected location for vehicle charging, and whether each staging area has its own submeter.

Based on the vehicle requirements and replacement timelines, the team will estimate the annual costs associated with installing chargers at each site within the facility. We will recommend that sites size any replacement equipment and install stub-outs for the total number of expected chargers, then incrementally build onto that charging “foundation” as more vehicles are procured.

We shall provide recommendations including, but not limited to:

- The prioritization of locations to install fleet EV charging stations.
- The type and number of stations to install.
- The estimated cost of installation.
- The proposed schedule for implementation.

The resulting documentation shall identify the necessary electric infrastructure and other facilities improvements to support the electrified fleet.

## **TASK RESULT**

**Charging infrastructure needs report with facility electrical assessments and recommended near-term installation plans.**

### **Task 4 | Create a Conversion Plan and Timeline**

In this task, we will start by compiling a comprehensive listing of grant opportunities and additional funding sources which may be available to assist the City in its EV transition. This list will include currently available resources and those which are slated to become available within the next five years. These may include grants, rebates, in-kind assistance, and other types of incentives available from state government, federal departments, regional consortiums, utility companies, and other private sources. We will compile and categorize this list, grouping funding opportunities by their feasibility for the City based on qualifications, competitiveness, and level of effort required to obtain them. We will also calculate, when figures are available, the likely cost savings derived from each.

We will use our knowledge of government purchasing processes to review the City’s vehicle and equipment procurement policies to identify opportunities and barriers to leveraging creative solutions for acquiring EVs and the charging infrastructure required

to support their deployment. Given the rapidly accelerating nature of EV technology, the growing demand for EVs, and the ongoing global supply chain constraints, vehicle purchase options to be considered may include, but not be limited to purchase on State Contract and leasing of vehicles. Vehicle availability, incentive programs and other factors are changing quickly, and we will incorporate the latest available information to develop a strategic procurement plan that ensures a cost-effective transition to electric vehicles. The resulting plan will provide a roadmap for a phased transition to EVs that maximizes carbon footprint reduction in a fiscally responsible manner.

We will develop a plan for transition of the City fleet to EVs (other zero emissions vehicles or transitional lower-emission vehicles will be considered with justification). Staff will identify barriers to electrification, suggest recommendations for overcoming barriers and provide a deeper understanding of existing resources that can be used to support further electrification. This will factor in vehicle options, charging sites, maintenance capabilities, and procurement processes. Our analysis will identify and assess use patterns, parking and charging facility constraints, policy barriers, and other factors unique to the City. The plan shall include which vehicles to procure, a proposed timeline, and estimates of costs and savings for the complete transition of the City's light duty fleet, and the transition of the City's medium and heavy-duty fleet based on available technology. The Plan shall reflect available and emerging technology and establish timelines for fleet transition. The plan shall identify barriers to transition (e.g., new maintenance requirements, driver acceptance and training, managing charging schedules) as well as financing and strategies to transition to a zero-emission fleet.

## **TASK RESULT**

**Report of financial assistance opportunities available for EV fleet transition and operations and phased strategic plan for converting the fleet to EVs.**

### **Task 5 | Develop the Component B Report**

Upon the conclusion of the preceding tasks, we will prepare a comprehensive report which summarizes the results of each of the previous work tasks and clearly delineates the recommended changes and associated costs. The report will be structured as follows:

- Executive Summary
  - Primary findings
  - Primary recommendations
- Utilization



- Right-sizing
  - Right-typing
- Right fueling
  - EV options
  - Other alternative fuel options
  - Total Cost of Ownership
- Infrastructure
  - Charging demand
  - Individual facility electrical capacities
  - Consideration of non-fleet charger use
  - Installation plans
  - Estimate of costs
- Conversion Plan
  - Vehicle replacement phasing
  - Sensitivity analysis and flexibility
  - Grant and funding opportunities
  - Maintenance requirements
  - Projected cost and emission impacts
- Appendices
  - Utilization Workbook

Once the draft report is complete, we will submit an electronic copy to the City Project Lead and work closely with them to clarify any questions. Once the report is checked for factual accuracy and comments returned to our project team, we will make the necessary edits and produce a final version. We will provide e-copies of the final report, and all attachments to the City Project Lead. We will also provide a presentation summarizing the project results.

## **TASK RESULTS**

**Draft and Final Reports in the format shown and a PowerPoint presentation summarizing the project.**

## 6 Subconsultants

Energetics, a division of VSE Corporation (Energetics), is a full-service technology and management consulting firm serving public- and private sector clients. Since the company's founding in 1979, Energetics has worked to develop and manage effective research, development, and information programs in the fields of transportation, energy, manufacturing, climate and environment, and infrastructure protection.

Energetics provides programmatic and technical assistance to the U.S. Department of Energy (DOE) Vehicle Technologies Office, as well as the transportation research and deployment efforts at the Oak Ridge National Laboratory, National Renewable Energy Laboratory, Argonne National Laboratory, and the Idaho National Laboratory.

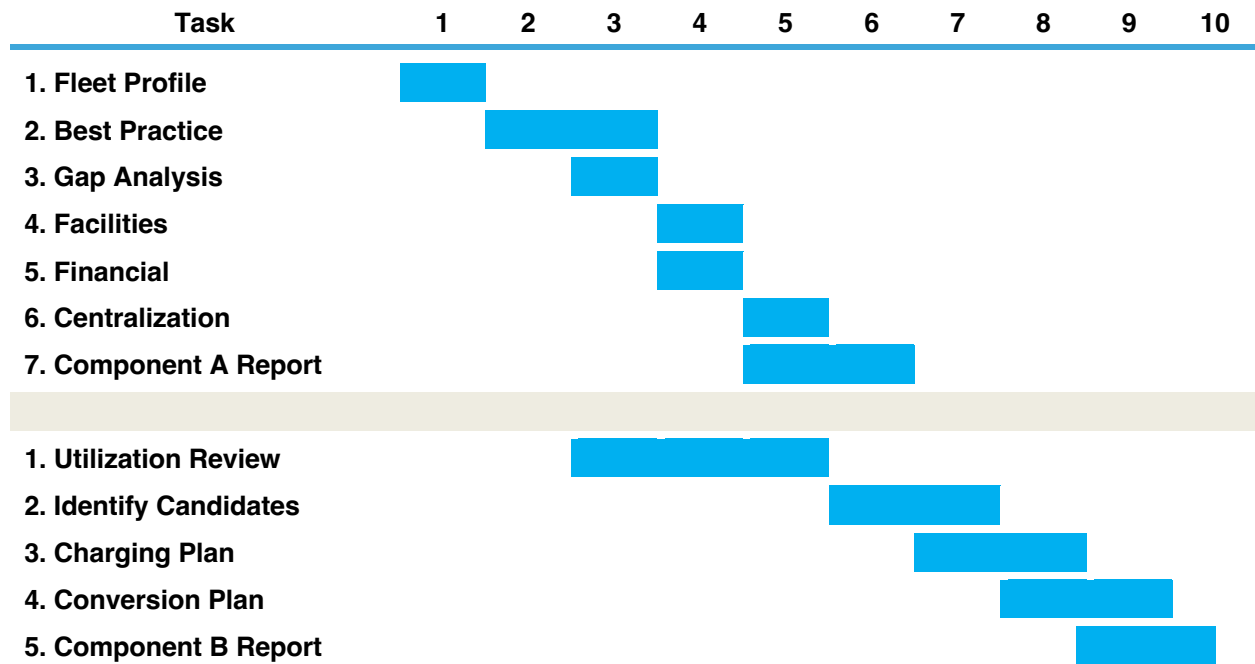
Energetics' primary office is in Columbia, Maryland, with additional offices in Bellingham, WA, Clinton, NY, Washington, DC, and San Diego, CA.

Staff members have played key roles in successfully demonstrating and evaluating advanced transportation technologies, with recent experience in electric vehicle (EV) and EV charging station deployments.

Energetics has partnered with Matrix Consulting Group on multiple fleet electrification and infrastructure projects since 2018.

## 4 Project Schedule

We propose to conduct this study over the course of 10 months, assuming the availability of data and timely review of interim deliverables by the City. The following chart depicts our proposed timeline for each task, with task deliverables due at the conclusion of each task.



Descriptions of each task can be found in the Appendix.

## 3 Pricing Methodology

Our fixed price for this project, including travel, is **\$170,300**. We are open to discussing scope to best meet your needs and budget.

Tasks	Principal Sr VP	PM Dir	Fleet Analyst Mgr	Facility Analyst Sr Mgr	Fin Analyst Sr Mgr	Fire SME Sr Mgr	Lead Sust Sub	Sust Analyst Sub	Sust Analyst Sub	Cost
<b>Component A</b>										
1. Fleet Profile and PM	2	40	32	4	4	0	4	0	4	\$ 16,990
2. Best Practice Review	2	24	32	4	8	8	4	0	16	\$ 17,810
3. Gap Analysis	0	24	0	8	0	0	0	0	0	\$ 6,400
4. Facilities	0	4	0	40	0	0	4	0	0	\$ 9,500
5. Financial	0	8	0	0	40	0	0	0	0	\$ 9,600
6. Centralization	0	16	8	8	8	16	0	0	0	\$ 11,000
7. Component A Report	4	16	24	4	16	4	4	0	4	\$ 14,540
<b>Total Hours</b>	<b>8</b>	<b>132</b>	<b>96</b>	<b>68</b>	<b>76</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>24</b>	
<b>Total Costs (Hours)</b>	<b>\$ 2,200</b>	<b>\$ 26,400</b>	<b>\$ 16,800</b>	<b>\$ 13,600</b>	<b>\$ 15,200</b>	<b>\$ 5,600</b>	<b>\$ 3,040</b>	<b>\$ -</b>	<b>\$ 3,240</b>	<b>\$ 86,080</b>
<b>Travel</b>										<b>\$ 4,000</b>
<b>Total (Hrs and Travel)</b>										<b>\$ 90,080</b>
<b>Component B</b>										
1. Utilization Review	2	24	72	0	0	16	4	0	8	\$ 22,930
2. Identify Candidates	0	8	0	0	0	0	16	0	48	\$ 10,880
3. Charging Plan	0	8	0	16	0	0	16	40	24	\$ 17,240
4. Conversion Plan	0	8	0	0	0	0	24	16	32	\$ 12,680
5. Component B Report	4	16	0	0	0	4	16	8	22	\$ 12,150
<b>Total Hours</b>	<b>6</b>	<b>64</b>	<b>72</b>	<b>16</b>	<b>0</b>	<b>20</b>	<b>76</b>	<b>64</b>	<b>134</b>	
<b>Total Costs (Hours)</b>	<b>\$ 1,650</b>	<b>\$ 12,800</b>	<b>\$ 12,600</b>	<b>\$ 3,200</b>	<b>\$ -</b>	<b>\$ 4,000</b>	<b>\$ 14,440</b>	<b>\$ 10,240</b>	<b>\$ 18,090</b>	<b>\$ 77,020</b>
<b>Travel</b>										<b>\$ 3,200</b>
<b>Total (Hrs and Travel)</b>										<b>\$ 80,220</b>
<b>Total Components A and B</b>										<b>\$ 170,300</b>
Rates	275	\$ 200	\$ 175	\$ 200	\$ 200	\$ 200	\$ 190	\$ 160	\$ 135	



## Memorandum

**Date:** 6/6/2023

**Meeting of:** Committee of the Whole - Planning and Public Works

**File No.** CM 23-268

**Type:** Committee Memo

**TO:** Committee of the Whole - Planning and Public Works

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Public Works	Aaron Bert	425-556-2786
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**DEPARTMENT STAFF:**

Public Works	Rob Crittenden	Project Manager
Public Works	Patty Criddle	Engineering Supervisor
Public Works	Emily Flanagan	Senior Engineer
Public Works	Jon Spangler	City Engineer

**TITLE:**

Approve Consultant Agreement with HDR for the NE 95th Street Bridge Replacement project

**OVERVIEW STATEMENT:**

This consultant agreement with HDR in the amount of \$430,000 is for survey, hydraulic modeling, geotechnical assessment, a conceptual design report, and initial consultation with outside agencies and tribes to support the development of a preliminary (5% level) design for the replacement of the existing bridge with a pedestrian and bicycle only bridge and the identification of associated environmental mitigation for the NE 95th Street Bridge Replacement project, Project No. 20021406.

Staff is also seeking authorization to negotiate and acquire property rights for the project as needed.

☒ **Additional Background Information/Description of Proposal Attached**

**REQUESTED ACTION:**

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**

N/A

- **Other Key Facts:**

N/A

**OUTCOMES:**

The proposed project will remove the existing NE 95th Street vehicular bridge and replace it with a new prefabricated pedestrian and bicycle only bridge that meets current bridge design standards and addresses hydraulic and environmental requirements to cross Bear Creek.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

**BUDGET IMPACT:**

**Total Cost:**

Total contract amount is \$430,000

**Approved in current biennial budget:**

☒ **Yes**

☐ **No**

☐ **N/A**

**Budget Offer Number:**

CIP

**Budget Priority:**

Vibrant and Connected

**Other budget impacts or additional costs:**

☐ **Yes**

☐ **No**

☒ **N/A**

*If yes, explain:*

N/A

**Funding source(s):**

Transportation CIP, Stormwater CIP

**Budget/Funding Constraints:**

None

☒ **Additional budget details attached**

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
6/20/2023	Business Meeting	Approve

**Time Constraints:**

Approval of the consultant agreement will allow survey and modeling for this project to begin in July 2023, with the goal of developing a preliminary design by early 2024.

**ANTICIPATED RESULT IF NOT APPROVED:**

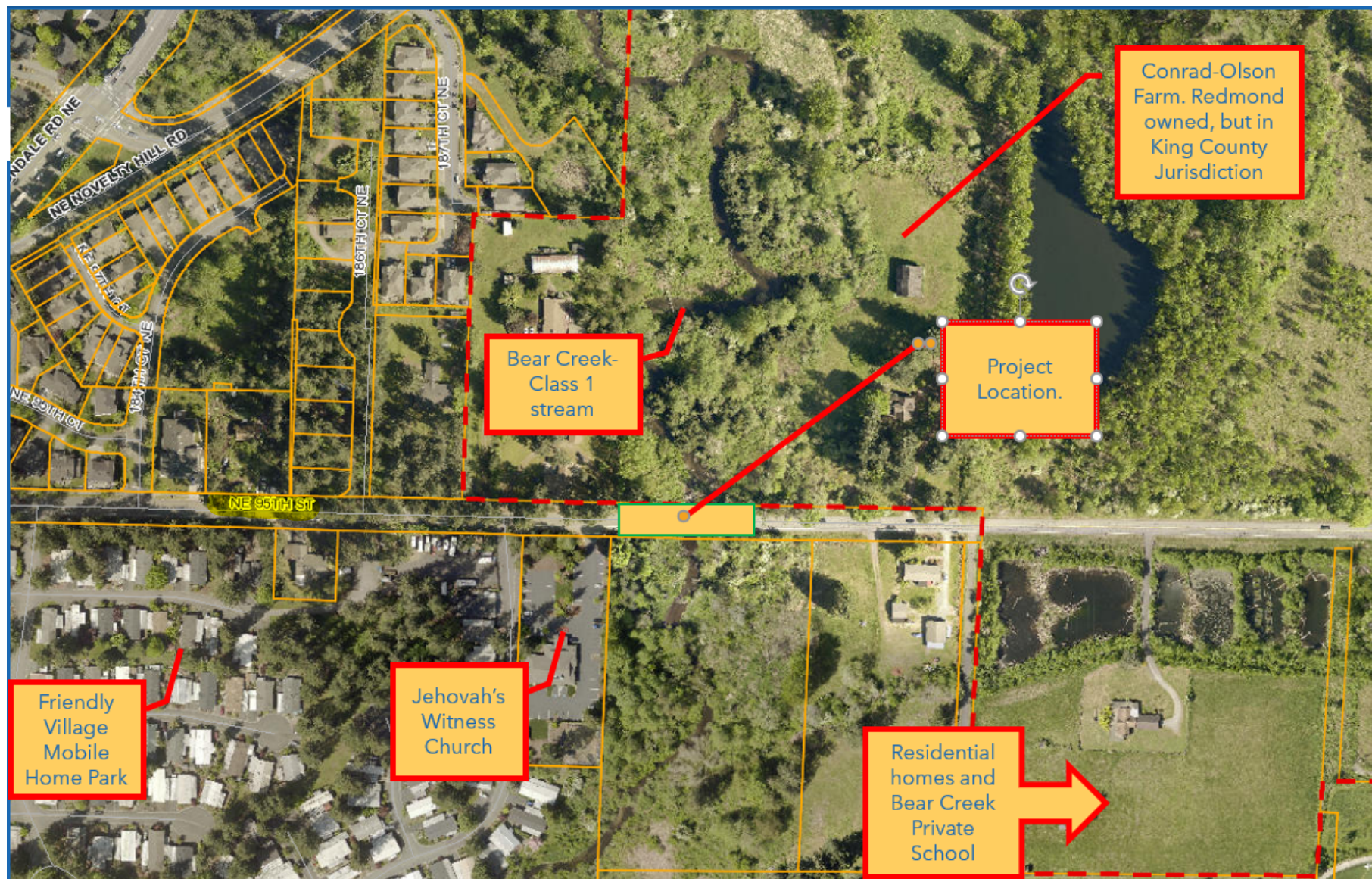
If the City Council chooses not to approve this consultant agreement, it will delay the start of design as staff would need to negotiate further with the consultant on the terms of the agreement.

**ATTACHMENTS:**

Attachment A - Vicinity Map  
Attachment B - Additional Background Information  
Attachment C - Consultant Services Agreement



## Attachment A - NE 95th Street Bridge Replacement Vicinity Map





## Attachment B – Additional Background Information

### Project Name:

NE 95<sup>th</sup> Street Bridge Replacement

### Project Discussion

The current NE 95<sup>th</sup> Street Bridge was built in 1951 by King County and was annexed into the City of Redmond in 1996. The structure was built with concrete deck girders on creosote-treated timber abutments that are partially submerged in the stream channel year-round. The hydraulic opening of the bridge is less than 20 feet wide which constricts Bear Creek during high flow events and has resulted in flooding over the roadway. The bridge has rotting planks, scour along the abutments, and settlement on the roadway approaches. A number of repairs have been conducted over the years, but the current bridge sufficiency rating is still 63 out of 100, a failing grade. The current bridge has reached the end of its useful life.

The City completed a repair to the bridge's wing walls in 2010 under a Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW). As a condition of this HPA, WDFW required the City to replace the bridge by 2016. The City was subsequently granted an extension of this requirement from WDFW to 2024, and as mitigation completed a Bear Creek stream enhancement project south of the bridge in 2019. The City was recently granted another extension from WDFW, and the bridge replacement is now required to be complete by 2029.

The City will replace the existing vehicular bridge with a 10 to 14 foot wide prefabricated pedestrian and bicycle only bridge. The new bridge will be constructed to provide a wider hydraulic opening for the Bear Creek stream channel and the narrower width of the bridge structure will reduce the impact to wetlands and other sensitive areas.

The intent of this first phase of design is to collect field data, analyze the site conditions, and meet with outside agencies and tribes in order to develop a preliminary (5%) design concept for the bridge and the environmental mitigation. This concept will then be used to develop the scope of work for the remainder of design and permitting. The next phase will include outreach to communicate the details of the bridge design to the public.

### Consultant Agreement history

Proposed Consultant Agreement: Amount \$430,000, Completion date 12/31/2024

### Fiscal Information

#### **Current Project Budget**

Transportation CIP	\$5,358,850
Stormwater CIP	\$528,356
<b>Total Funding</b>	<b>\$5,887,206</b>

#### **Estimated Project Costs**

Design Phase	\$2,780,716
Right of Way	\$196,954

Construction Phase	<u>\$2,909,536</u>
<b>Total Estimated Project Cost</b>	<b>\$5,887,206</b>
 <b>Budget Difference</b>	 <b>\$0</b>

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

Agreement Number:

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

## 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
<del>Exhibit H</del>	<del>Liability Insurance Increase</del>
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 \_\_\_\_\_, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

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

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

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

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

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

**IV. Time for Beginning and Completion**

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

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

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

Agreement Number:



## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



# ***Exhibit A Scope of Work***

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Project No.

# **Scope of Services**

## **NE 95<sup>th</sup> Street Bridge Replacement**

### **City Project No. 20021406**

**May 2023**



Prepared by:



929 108th Avenue NE, Suite 1300

Bellevue, WA 98004-5549

## **Consultant Scope Summary**

The initial consultant agreement will be for completion of background studies, survey data collection concept level engineering and environmental analysis, cost estimating, conceptual design up to 5%, preparing anticipated permit submittals list, and preparation of legal descriptions for property rights if needed.

The City anticipates, at its discretion, negotiating supplemental agreements for the selected Consultant Team to take the project through final design, bidding, construction, and record drawing production.

## **Scope of Work**

### **Task 1 – Project Management**

- Prepare monthly progress reports and invoices.
- Provide overall project schedule and monthly updates on milestones including scope tasks, schedule, and budget.
- Attend project meetings and prepare meeting minutes.
- Manage sub-consultants.
- Perform Quality Assurance/Quality Control (QA/QC) of all deliverables.
- Coordinate plan revision and response to City comments on all deliverables.
- Communicate regularly with City project manager on progress, problems, and issues.

#### **Assumptions**

- 8 monthly progress reports and invoices are assumed
- 8 monthly virtual meetings one hour in duration and will be attended by up to three (3) consultant staff

#### **Deliverables**

- Draft and final baseline schedule
- Monthly Progress Reports
- Monthly Invoices
- Monthly Earned Value Reports
- Bi-monthly schedule updates (once every two months)
- QA/QC Documentation for all deliverables upon request

### **Task 2 – Scoping and Initial Concept**

- Identify significant issues and major scope items.
- Attend kick-off meeting with key City staff to initiate project design.
- Attend site visit
- Research existing conditions and documentation.

- Obtain and review Geographic Information System (GIS) data and other information available from the City that may be relevant to the project.
- Review background information pertaining to the project site, critical areas, and the built environment in the project vicinity, as well as any master plans for stormwater, transportation or parks affecting the project area.
- Identify additional data needs required to support the design.

### **Assumptions**

- City staff will attend and participate in the Project Kick-off Meeting.
- The Project Kick-off Meeting will be held virtually and will last 2 hours.
- The Project Kick-off Meeting will be attended by the Consultant Project Manager, and up to eight (8) Discipline Leads including four (4) consultant staff; the functional area Engineers from City Traffic Operations and Environmental and Utilities Services Divisions, the City Project Manager, and a representative from the City Planning Department.
- Identified significant issues and major scope items will be discussed at the Project Kick-off Meeting.
- The City will assist Consultant Team to request information from regulatory and resource agencies, utility providers, Tribes and other City departments.
- All necessary information regarding location and depth of bury for underground City utilities is available, accurate and readily attainable from City records.
- Utilities locations obtained from City records and 811 locates will be used and relied upon for the design.
- City will provide any current design plans and details if available for the corridor and adjacent projects in preferably AutoCAD, Civil 3D format for use and coordination with this project.

### **Receivables**

- Geographic Information System (GIS) data
- Plans, specifications, and design reports, including stormwater reports, for previous City projects within or adjacent to the expected project footprint for the Project.
- Existing topographical and right-of-way survey information (if available).
- Basin studies or flow data for Bear Creek
- Previous Hydraulic Models of Bear Creek including any used for support of floodplain permitting or studies, if available.
- All completed and in-progress City utilities and street maps, plans and studies regarding the project area (including Geographic Information Systems (GIS)).
- Existing right-of-way and easement information available at the City.
- Agreements, franchises, licenses and other pertinent information concerning utilities providers, businesses and properties along the corridor.

- Any Critical Areas, Wetlands, and/or Stream reports related to Bear Creek within a mile of the project area.
- Agreements, licenses, easements and directives from regulatory and resource agencies applicable to the project.
- Watermain condition logs, reports, pressure test results, photographs, etc., as requested by the Consultant Team.

#### **Deliverables**

- Memorandum of identified significant issues and major scope items.
- Kick-off and onsite meeting minutes (upon request)
- List of additional data needs required to support the design.

### **Task 3 – Survey and Base Map (1 Alliance & HDR)**

- Complete a boundary and topographic survey with 1-foot contours of the project area and prepare a base map. Field survey must identify topography breaks, fencing, visible above-ground utilities, underground utility markings, pavement, sidewalks, and other hardscape, signage, transit stops, trees, other significant landscaping, and structures within the project limits and gathering additional information that may be necessary for the project. See Attachment 1 for survey limits figure.
- Pothole all existing utilities at key locations as needed to confirm location and depth.
- Underground and overhead franchise utilities will be marked by 811 Locate Services.
- Up to four (4) potholes will be completed to locate water, and other utilities. Data from locates will be added to base map.
- Potholes will be restored with a quick drying cement pavement surface.
- Conduct a survey of all boring pit locations made for potholes and geotechnical investigations.
- Prepare legal descriptions for easements or other property rights required for project.
- Schedule, coordinate complete up to four (4) potholes.

#### **Assumptions**

- Horizontal Datum will be NAD 83/91, Washington State Plane Coordinates, North Zone, US Survey Feet. Vertical Datum will be NAVD 88, Feet.
- Survey will denote material types for items such as pavements, fences.
- Consultant Team shall not rely on GIS information alone for surface features but must confirm existing information in the field.
- Survey limits along NE 95th Street shall extend 10 feet from each side of the edge of pavement or a minimum five feet beyond the TOE of slope, whichever is greater, or the face of a building and 500 feet east and 350 feet west of Bear Creek. Survey limits along driveways within the corridor shall extend 50 feet or to the garage/structure face. Laser scanning may be utilized

when right-of-entry is not granted. Survey within this area will list out individual tree sizes and type (deciduous or coniferous) for those greater than 6 inches in diameter within 100 feet of the crossing only. Each tree greater than 6 inches will be tagged prior to survey.

- Survey limits of the Bear Creek channel will extend 500 feet upstream and downstream of the crossing and include the thalweg, edge of water line, bottom/toe of bank, and top of bank of the creek and floodplain within 50 feet of top of bank. Survey within the Bear Creek survey limits will list out individual tree sizes and type (deciduous or coniferous) for those greater than 6 inches in diameter. Each tree greater than 6 inches will be tagged prior to survey.
- Delineation and survey of the Ordinary High Water Mark (OHWM), wetlands, and other critical areas flagged by the Consultant Team. The wetlands flags and other critical areas are assumed to be outside of the survey limits of Bear Creek.
- Surveyed tree locations will be collected only after the trees have been tagged by the Project Arborist (Atlas O'Neill Service Group [OSG]).
- A tree point location table (.xlsx) or shapefile/feature class (.shp) will be provided to OSG upon completion of the survey. The tree point location table or shapefile shall include, at a minimum, the following attributes for each tree point- Tree ID number, "X" coordinates, and "Y" coordinates. Metadata describing the coordinate, or projected coordinate system used shall be provided with the point location table or shapefile.
- Base mapping will field locate the following within the project limits:
  - Locations of proposed geotechnical borings
  - Underground utility paint markings
  - Existing overhead utility lines
- Up to 6 parcels will require Exhibits and Legal Descriptions for fee acquisitions and temporary construction easements – up to two versions each.
- Up to 6 parcels will require Exhibits and Legal Descriptions for permanent easements – up to two versions each.
- Right-of-Entry (ROE) for up to 6 adjacent properties will be required and obtained by the City.
- The Consultant Team will develop any required Traffic Control Plans for the survey and potholing.
- Underground utilities will be painted or located by One-Call, as possible.
- Tree Tags are not a part of the scope of services for survey.
- Right-of-way plans, legal descriptions and exhibits will be developed on the basis of metes and bounds utilizing recorded City subdivision information and referenced to the project centerline (not WSDOT Engineer's Highway Stationing).
- City will use existing on-call consultant to negotiate for and acquire property rights.

- LiDAR will be used in the floodplains for topographic information for the hydraulic modeling. If the proposed project limits extend into the floodplain, additional survey will need to be collected.

#### **Receivables**

- The City will obtain title reports and right-of entries for the estimated 6 parcels that will be required.
- Survey, HEC RAS hydraulic model and as-built information for the Recent City Mitigation Project

#### **Deliverables**

- Topographic Survey and ROW Base Map (electronic copy), 1"=20' basemap, 1-foot contour intervals.
- AutoCAD Surfaces (DTM/LANDXML Files) (electronic copy).
- Copy of field survey books (hard copy).
- ASCII file of control points.
- Construction control plans.
- Final ROW Legal Descriptions and Exhibits in hard copy and electronic format.
- Draft Right-of-Way Plans (PDF).
- Pothole reports for up to four (4) potholes, provided by pothole vendor.

### **Task 4 – Preliminary Design**

Working with City staff, the Consultant Team will prepare a 5% design of a single concept and present this concept at a meeting with the City to review and confirm the recommended alignment, profile, proposed extents of impact to critical areas and initial stream cross section at bridge .

#### **Task 4.1 5% Design**

Working with the City, the Consultant team will develop conceptual design, consisting of a roll plot and estimate including the following information:

- Horizontal location of roadway improvements, included new multiuse pathway and curb to be removed and reconstructed
- Locations of up to three driveway approaches to be removed and reconstructed
- Location, elevation, width, and type of bridge structure
- Identify existing utilities that will be impacted by proposed 5% design
- PROJECT footprint, basic channelization, conceptual design for utility and drainage systems, and structural features.
- Stream cross section at the bridge

#### **ASSUMPTIONS**

- Value engineering discussions will be included in the 5% design meeting.

- Proposed improvements will not extend past the detailed survey limits defined in Task 3
- NE 95<sup>th</sup> Street will dead end at each end of the multiuse pathway with no turn arounds.
- The bridge will be closed for construction.
- An alternatives analysis is not included. One alignment and profile will be developed in the 5% design for NE 95th St for a prefabricated bike/ped bridge. Redesign of the alignment location and/or profile will be considered extra services.
- Potential utility impacts will be based on surveyed utilities and as-built information available at the time of the 5% design. Plan to address franchise utility impacts will be developed after the 30% design.
- Illumination design is not included in the design fee. The City will coordinate with PSE for design of illumination in the project corridor.
- 16 bi-weekly virtual project team coordination meetings one hour in duration and will be attended nine consultant staff.

#### **RECIEVABLES**

- CAD standards

#### **DELIVERABLES**

- 5% Design Roll Plot to support the concept review meeting.
- 5% Conceptual Plans of the preferred structural type (layout, elevation and typical section)
- 5% Conceptual Engineer's Opinion of Cost Project Footprint Project Footprint

### **Task 4.2 Conceptual Design Report**

The Consultant Team will prepare a Conceptual Design Report to document the following:

- Executive Summary
- Project Background
- Design criteria
- Coordination with stakeholders such as WDFW and the tribes
- Existing site information
- Final Preliminary Geotechnical Report (See Task 6 Deliverables)
- Environmental
- Structures
- Utilities
- Roadway
- Right of Way
- Design Variances / Deviations (if applicable)

#### **DELIVERABLE(S):**

- Initial Conceptual Design Report (PDF)



### **Task 4.3 Permitting Support**

The Consultant Team will determine regulatory requirements and develop a list of permits and approvals required.

## **Task 5 – Hydrologic and Hydraulic Analysis, Channel Geomorphology, Sediment, and Habitat Analysis**

The project is located within special flood hazard area Zone AE with Floodway under the regulatory purview of FEMA (see FIRM Map Number 53033C0390H, dated 8/19/2020), City of Redmond, and King County. Portions of the proposed project exist within the regulatory “Floodplain” and “Floodway.” Any modification to existing ground or structures within the regulatory “Floodplain” or “Floodway” is subject to Title 44 CFR 60.3 and the local ordinances and will require a floodplain encroachment permit prior to construction in the floodplain commencing. The intent of this task is to obtain the effective Flood Insurance Study (FIS) and background data for the most recent effective hydraulic model recognized by FEMA and City of Redmond and use that model to identify potential impacts to Base Flood Elevations (BFE) associated with proposed project implementation. If potential changes in BFEs are identified as part of the proposed project improvements, then a LOMR will be ultimately required.

- The Consultant Team will perform an initial site visit to gather site data including, pebble counts, bankfull width measurements, photographs identified reference reaches and other geomorphic and habitat observations. Consultant Team will prepare a draft and final field report.
- Perform 1D hydraulic modeling using effective hydrology and 100-yr gage flow provided by City and provide basis of design for the project reach. City of Redmond will supply the effective 1D hydraulic model.
  - Update effective model to existing conditions
  - Generate proposed conditions for the basis of 5% design

### **Assumptions**

- The site visit will be attended by up to 4 Consultant staff for an assumed level of effort of 8 hours per staff. A summary of the site visit will be documented in a Draft and Final Field report Technical Memorandum not to exceed 5 pages in length. The City will provide one set of consolidated comments on the Field Report.
- City of Redmond will provide the effective FEMA hydraulic model.
  - The existing conditions model will be based upon the use of the current version of HEC-RAS, and current topographic survey and LiDAR data for the project area.
  - The analysis will be conducted using the FEMA 100-year effective flows published in the effective King County Flood Insurance Study (August 2020) hydrology and 100-yr gage flow provided by City. No additional hydrologic analysis will be conducted. Therefore, HDR will not be confirming the accuracy of the FEMA effective hydrology, nor will HDR confirm the flow split with the downstream Evans Creek.
  - The shift in the floodplain and floodway will not adversely impact any insurable structures and that the impacted properties are either in public ownership or other property owner negotiations for impacts will be addressed by others.

- Flood frequency analysis will not be performed by HDR and 100-yr gage flow provided by City will already have performed this analysis.
- It is assumed hydraulic structure data for NE Novelty Hill Road and Snohomish Drive will be obtained from the effective FEMA model
- One proposed design scenario will be evaluated with the proposed condition model.
- Preparation of documents related to regulatory compliance, like determination of no-rise, is assumed to not be included during this phase of the project.
- Preparation of the CLOMR is assumed to not be included during this phase of the project.
- A sediment transport model will not be conducted. Estimates of sediment transport and availability will be made from observations from the site visit and a desktop analysis of previous reports, NRCS soil surveys and geologic data from Washington Department of Natural Resources.
- Hydraulic memorandum will briefly summarize model assumptions, basis of hydraulic design and results of 1D hydraulic modeling work. Memorandum is assumed to be a maximum length of 10 pages.

#### **Receivables**

- Hydraulic model files and background information if available

#### **Deliverables**

- Draft and Final Site Visit Tech Memorandum (electronic)
- Draft and Final Hydraulic Tech Memo (electronic)
- Native electronic files of the final Existing and Proposed conditions 1D and 2D hydraulic models

## **Task 6 – Geologic and Geotechnical Assessment (HWA)**

### **Task 6.1 – Evaluate Geologic Site Conditions**

- Conduct a geotechnical site reconnaissance of the project location to identify geotechnical challenges and to assist in planning of the geotechnical exploration program and to make a visual assessment of the pavement.
- Review available subsurface data, identify and evaluate geologic, soil, groundwater, and geotechnical conditions along the alignment that could affect design, construction, and operation of the stream restoration and infrastructure improvements.
- Identify potential challenges for design, construction, and maintenance of likely improvement options for deep foundations, walls, slopes, lightweight fill, and/or liquefaction mitigation and determine what additional information is needed to further identify and analyze the potential challenges.

### **Task 6.2 Preliminary Geotechnical Engineering Design**

- Generate seismic design parameters based on the soils encountered along the alignment and develop acceleration parameters in accordance with governing codes.

- Conduct preliminary engineering evaluations to assess the susceptibility of the subsurface soils to liquefaction, consolidation, and provide preliminary recommendations for mitigation options. Prepare a technical memorandum summarizing the results of the assessment, discussing our findings, providing preliminary recommendations for foundation types and recommending next steps for geotechnical investigations and engineering analyses to be included in future phases of work.
- HWA will provide task management to the geotechnical related work of 5% design for Task 6, corresponding with the City and the design team in the form of meetings, emails, fax, and telephone calls, as necessary.

### **Assumptions**

- Site reconnaissance is limited to observation of existing topography and features; no excavation or subsurface exploration will be conducted during site reconnaissance.
- Neither seismic or site specific PSHA nor site specific response analyses are included in this scope.

### **Deliverables**

- Draft and Final Technical memorandum for Preliminary 5% Design Milestone (Electronic copy as Adobe PDF)

## **Task 7 – Coordination**

### **Task 7.1 Franchise utility coordination**

- Determine scope of impact to City-owned and franchise utilities from proposed work.

#### **ASSUMPTIONS**

- Franchise utilities potentially in conflict with the bridge include at least an intermediate pressure gas line, overhead transmission and distribution power on the south side of 95<sup>th</sup>, overhead communications or cable on the north side of 95<sup>th</sup>, and one utility conduit, owner to be confirmed during coordination.
- City owned utilities in conflict with the bridge include at least a 10-inch asbestos concrete (AC) water line

#### **RECEIVABLES**

- Current City of Redmond Franchise permit documentation in the project area.
- City of Redmond owned utility as-builts.

#### **DELIVERABLES**

- Utility impacts will be included in the 5% conceptual deliverables in Task 4.

### **Task 7.2 Agency coordination**

- Contact project partners and arrange meetings including City, Consultant and agency staff to discuss the proposed project.
- Contact tribal, state, and federal regulatory agency staff with jurisdiction over the project.
- Conduct an on-site meeting with WDFW agency staff and Tribes to discuss project background and solution concepts regarding H&H design.

**ASSUMPTIONS**

- Onsite meeting with agencies and Tribes will be attended by up to 5 Consultant staff and will last 6 hours with an additional 2 hours of travel to/from the project site.

**DELIVERABLES**

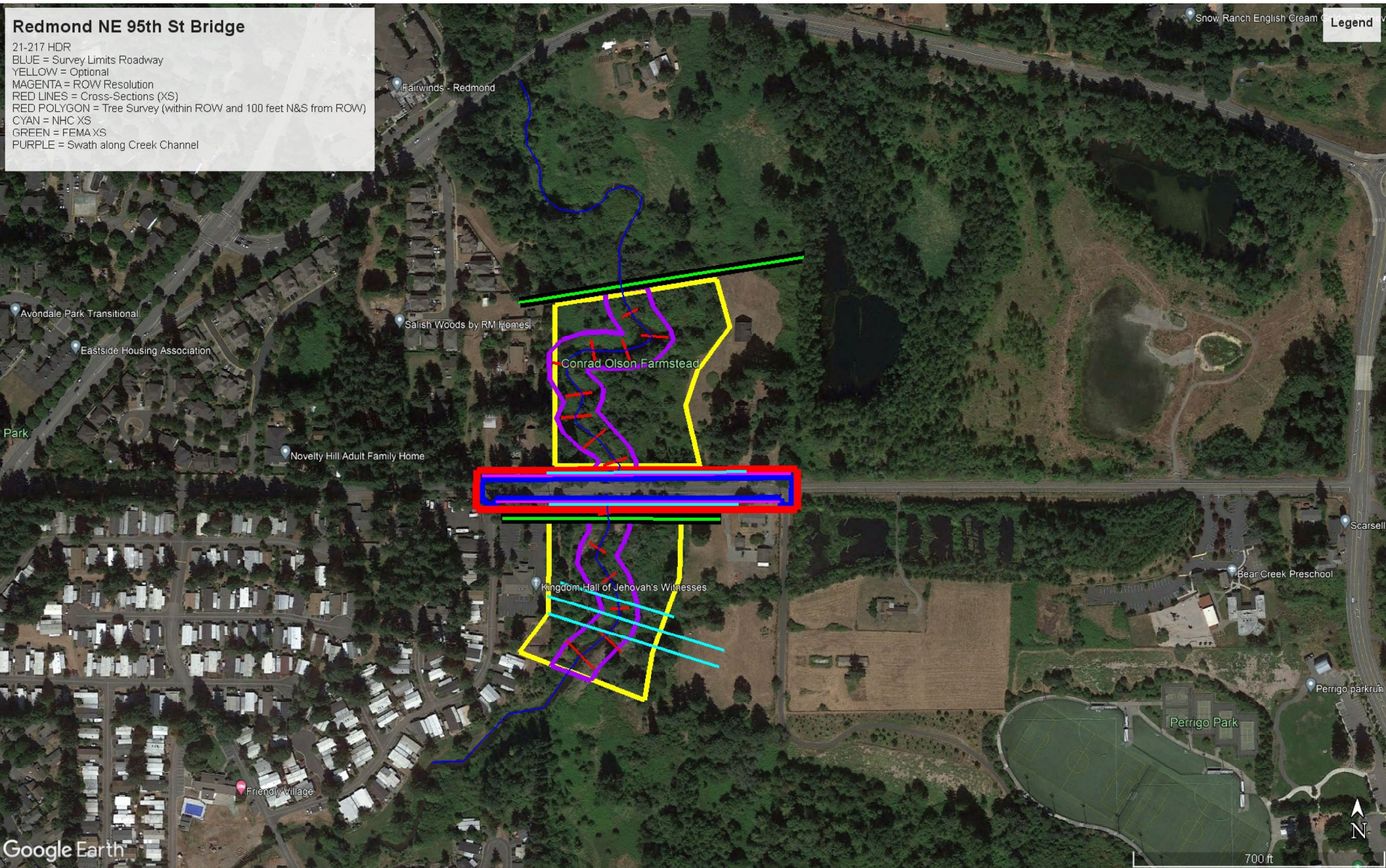
- Meeting agendas and meeting notes for on-site meetings



# Redmond NE 95th St Bridge

21-217 HDR

- BLUE = Survey Limits Roadway
- YELLOW = Optional
- MAGENTA = ROW Resolution
- RED LINES = Cross-Sections (XS)
- RED POLYGON = Tree Survey (within ROW and 100 feet N&S from ROW)
- CYAN = NHC XS
- GREEN = FEMA XS
- PURPLE = Swath along Creek Channel





## ***Exhibit B***

### ***DBE Participation Plan***

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

May 16, 2023

Robert T. Crittenden, P.E.  
City of Redmond  
PO BOX 97010  
Redmond, WA 98073-9710

## **SBE Participation Plan for the NE 95<sup>th</sup> St. Bridge Replacement Project, City of Redmond**

### **STATEMENT OF COMMITMENT**

HDR takes its civic responsibility to build the economic and technical capacity of MSVWBEs seriously. We have developed ongoing relationships with more than 750 MSVWBEs nationwide, including more than 100 Puget Sound businesses. Through HDR's corporate commitment, individual office plans, and project-specific outreach, we strive to give MSVWBEs the maximum involvement and meaningful resume-building experience. Our commitment to MSVWBEs extends to all contracts, whether or not it's required.

### **METHODS USED TO MAXIMIZE PARTICIPATION**

Our HDR pursuit teams routinely discuss the best MSVWBE sub-consultant partnerships based on their previous work history with an agency or the client, their history with HDR, unique skills that they can contribute, and recommendations from other teaming partners. When communicating with MSVWBE firms, HDR staff works closely with each candidate to determine a scope that is best suited for the available MSVWBE firm. HDR aims to set realistic expectations, include roles that are meaningful and important to MSVWBE firms, and to put all team members into roles in which they can be successful. Our goal is to provide maximum value to the City of Redmond, strengthening the economic viability of these emerging businesses so they can become successful providers to our clients. If future contract changes should arise, our project manager will work directly with the City of Redmond's project manager to define the scope and quickly assign the right resources to the project. In selecting team members, we will look for significant and meaningful ways to engage our MSVWBE partners. Before making a selection, we:

- Evaluate the ability to complete the work, availability, and previous experience of each MSVWBE firm on our team
- Look for opportunities to pair MSVWBE firms with HDR staff to provide valuable resume-building experience
- Determine if the selected firms are able to lead the task or if they are better equipped to provide a supporting role

### **MENTORING, TRAINING, AND CAPACITY BUILDING PROGRAMS USED**

As a matter of practice, HDR continuously seeks new partners to bring onto our project teams. It is important to develop long-term prosperous relationships with our teaming partners. Besides matching the MSVWBE firms to tasks that use their current expertise, we will seek opportunities to mentor those firms in new skills.

HDR recognizes our MSVWBE business partners for their integral role in the success of innovative and complex projects throughout our region, and the importance of developing the relationships with our teaming partners. In addition to matching the MSVWBE firms to tasks match their expertise, HDR seeks opportunities to mentor those firms in new skills through a Mentor-Protégé program. This program provides an opportunity to mentor, transfer technology, generate innovative ideas, assist with opportunities to grow and succeed, and develop long-term relationships that bring our clients

sustainable solutions. HDR also supports community activities to create capacity in the MSVWBE contracting community, including financial support to schools and diversity programs, coaching disadvantaged businesses through mentor-protégé programs, cross training, and regularly including small, women/minority owned, and disadvantaged firms on a wide variety of projects so that they can grow their expertise.

#### METHODS OF OUTREACH TO MSVWBE COMMUNITY

Our relationships with MSVWBE firms involve mentoring, outreach, inclusion, and ultimately building lasting relationships for future business opportunities. HDR ensures a regular practice to hold outreach events to build relationships and encourage networking with and among the MSVWBE community. HDR's approach to inclusion is to identify qualified partners first and then identify a meaningful role, even for services that HDR or our non-MSVWBE partners could provide instead.

#### METHODS FOR REACHING OUT TO THE MSVWBE COMMUNITY ABOUT POTENTIAL FUTURE OPPORTUNITIES ON THE PROJECT

For future opportunities HDR anticipates use of continued successful outreach methods to inform MSVWBE firms of upcoming opportunities. For this project, if additional opportunities develop Bethy Clark, as the project manager, will discuss the opportunities with our subconsultants, focusing on finding tasks for the MSVWBE team members first. Bethy will maintain communication via regularly scheduled phone calls for each phase of the project with the MSVWBE consultants.

#### VOLUNTARY DBE INCLUSION

On this contract, HDR has partnered with the following firms:

Firm Name	Entity Type	Scope of Work	Subconsultant Contract Amount	Percentage of Contract
Atlas O'Neill Service Group	WBE	Stormwater and Utilities	\$19,636	4.98%
HWA Geosciences	DBE/MWBE	Geotechnical	\$20,365	5.15%
1Alliance Geomatics	MBE/DBE/SBE	Topographic Survey	\$76,857	19.47%
Ott-Sakai and Associates	MBE/SBE	Constructability & Cost Estimating	\$19,050	4.82%
			<b>Total</b>	<b>34.43%</b>

Sincerely,  
HDR Inc.

Paul Ferrier, PE  
Vice President  
WA State Transportation Business Group Manager



# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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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**

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

#### **B. Roadway Design Files**

Standard: City of Redmond, AASHTO, WSDOT Design Manual  
Format: Basemap in CAD/Civil3D 2013  
Transmission: Email, SharePoint

#### **C. Computer Aided Drafting Files**

Standard: Consultant Drafting Standards, City of Redmond Title Block Format  
Format: Basemap in CAD/Civil3D 2013  
Transmission: Email, SharePoint

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

Agency will retain the right to review all deliverable referenced in the Scope of Work Exhibit A

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

Deliverables outlined in Scope of Work Exhibit A

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

Agency furnished services and information outlined in Scope of Work Exhibit A

II. Any Other Electronic Files to Be Provided

EXAMPLE:

Excel Spreadsheets  
Word Documents  
PDFs  
WSDOT eForms

III. Methods to Electronically Exchange Data

Email, SharePoint

A. Agency Software Suite

Microsoft

B. Electronic Messaging System

Microsoft Outlook, Teams

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

***Exhibit D***  
***Prime Consultant Cost Computations***

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**Exhibit D  
Consultant Fee Determination**

Project Name: City of Redmond: NE 95th Street Bridge Replacement  
Project Number: 20021406  
Consultant: HDR Engineering, Inc.

**NEGOTIATED HOURLY RATES**

Classification	Hours	Salary Proposed	Overhead 155.01%	Fee (Profit) 30.10%	Multiplier 2.85	Total Hourly Rate	Total
Bridge Engineer 1		\$45	\$69.75	\$13.55	2.85	\$128	\$0
Bridge Engineer 2		\$60	\$93.01	\$18.06	2.85	\$171	\$0
Bridge Engineer 3		\$75	\$116.26	\$22.58	2.85	\$214	\$0
Bridge Engineer Sr	58	\$90	\$139.51	\$27.09	2.85	\$257	\$14,906
CAD Technician 1		\$40	\$62.00	\$12.04	2.85	\$114	\$0
CAD Technician 2		\$50	\$77.51	\$15.05	2.85	\$143	\$0
CAD Technician 3	36	\$60	\$93.01	\$18.06	2.85	\$171	\$6,156
CAD Technician Sr		\$70	\$108.51	\$21.07	2.85	\$200	\$0
Communications Specialist 1		\$35	\$54.25	\$10.54	2.85	\$100	\$0
Communications Specialist 2		\$45	\$69.75	\$13.55	2.85	\$128	\$0
Communications Specialist 3		\$60	\$93.01	\$18.06	2.85	\$171	\$0
Communications Manager	6	\$85	\$131.76	\$25.59	2.85	\$242	\$1,452
Environmental Scientist 1		\$43	\$66.65	\$12.94	2.85	\$123	\$0
Environmental Scientist 2	2	\$56	\$86.81	\$16.86	2.85	\$160	\$320
Environmental Scientist 3		\$70	\$108.51	\$21.07	2.85	\$200	\$0
Environmental Scientist Sr	75	\$80	\$124.01	\$24.08	2.85	\$228	\$17,100
Financial Analyst 1		\$45	\$69.75	\$13.55	2.85	\$128	\$0
Financial Analyst 2		\$60	\$93.01	\$18.06	2.85	\$171	\$0
Financial Analyst Sr		\$85	\$131.76	\$25.59	2.85	\$242	\$0
GIS Analyst 1		\$42	\$65.10	\$12.64	2.85	\$120	\$0
GIS Analyst 2	4	\$52	\$80.61	\$15.65	2.85	\$148	\$592
GIS Analyst 3		\$65	\$100.76	\$19.57	2.85	\$185	\$0
GIS Analyst Sr		\$80	\$124.01	\$24.08	2.85	\$228	\$0
Landscape Architect 1		\$35	\$54.25	\$10.54	2.85	\$100	\$0
Landscape Architect 2		\$43	\$66.65	\$12.94	2.85	\$123	\$0
Landscape Architect 3		\$50	\$77.51	\$15.05	2.85	\$143	\$0
Landscape Architect Sr		\$65	\$100.76	\$19.57	2.85	\$185	\$0
Permitting Specialist 1		\$40	\$62.00	\$12.04	2.85	\$114	\$0
Permitting Specialist 2		\$55	\$85.26	\$16.56	2.85	\$157	\$0
Permitting Specialist 3		\$70	\$108.51	\$21.07	2.85	\$200	\$0
Permitting Specialist Sr		\$85	\$131.76	\$25.59	2.85	\$242	\$0
Planner 1		\$39	\$60.45	\$11.74	2.85	\$111	\$0
Planner 2		\$51	\$79.06	\$15.35	2.85	\$145	\$0
Planner 3		\$66	\$102.31	\$19.87	2.85	\$188	\$0
Planner Sr	12	\$72	\$111.61	\$21.67	2.85	\$205	\$2,460
Principal In Charge	16	\$115	\$178.26	\$34.62	2.85	\$328	\$5,248
Project Accountant 1		\$35	\$54.25	\$10.54	2.85	\$100	\$0
Project Accountant 2	70	\$42	\$65.10	\$12.64	2.85	\$120	\$8,400
Project Accountant Sr		\$55	\$85.26	\$16.56	2.85	\$157	\$0
Project Coordinator 1		\$35	\$54.25	\$10.54	2.85	\$100	\$0
Project Coordinator 2	4	\$48	\$74.40	\$14.45	2.85	\$137	\$548
Project Coordinator Sr		\$55	\$85.26	\$16.56	2.85	\$157	\$0
EIT 1		\$35	\$54.25	\$10.54	2.85	\$100	\$0
EIT 2		\$40	\$62.00	\$12.04	2.85	\$114	\$0
EIT 3		\$45	\$69.75	\$13.55	2.85	\$128	\$0
Project Engineer 1	244	\$57	\$88.36	\$17.16	2.85	\$162	\$39,528
Project Engineer 2	170	\$75	\$116.26	\$22.58	2.85	\$214	\$36,380
Project Engineer 3		\$85	\$131.76	\$25.59	2.85	\$242	\$0
Project Engineer Sr	24	\$98	\$151.91	\$29.50	2.85	\$279	\$6,696
Project Engineer Technical	12	\$128	\$198.41	\$38.53	2.85	\$365	\$4,380
Project Manager Deputy		\$75	\$116.26	\$22.58	2.85	\$214	\$0
Project Manager	213	\$102	\$158.11	\$30.70	2.85	\$291	\$61,983
Project Manager Sr		\$115	\$178.26	\$34.62	2.85	\$328	\$0
QA/QC		\$140	\$217.01	\$42.14	2.85	\$399	\$0
ROW Technician 1	20	\$35	\$54.25	\$10.54	2.85	\$100	\$2,000
ROW Technician 2		\$45	\$69.75	\$13.55	2.85	\$128	\$0
ROW Technician 3		\$55	\$85.26	\$16.56	2.85	\$157	\$0
Real Estate Agent 1		\$40	\$62.00	\$12.04	2.85	\$114	\$0
Real Estate Agent 2		\$55	\$85.26	\$16.56	2.85	\$157	\$0
Real Estate Agent 3		\$70	\$108.51	\$21.07	2.85	\$200	\$0
Real Estate Agent Manager	2	\$90	\$139.51	\$27.09	2.85	\$257	\$514
Structural Engineer 1		\$50	\$77.51	\$15.05	2.85	\$143	\$0
Structural Engineer 2	16	\$68	\$105.41	\$20.47	2.85	\$194	\$3,104
Structural Engineer 3		\$78	\$120.91	\$23.48	2.85	\$222	\$0
Structural Engineer Sr		\$90	\$139.51	\$27.09	2.85	\$257	\$0
Tech Editor 1		\$45	\$69.75	\$13.55	2.85	\$128	\$0
Tech Editor 2		\$56	\$86.81	\$16.86	2.85	\$160	\$0
Tech Editor Sr		\$65	\$100.76	\$19.57	2.85	\$185	\$0
Transportation Engineer 1	177	\$58	\$89.91	\$17.46	2.85	\$165	\$29,205
Transportation Engineer 2	128	\$74	\$114.71	\$22.27	2.85	\$211	\$27,008
Transportation Engineer 3		\$80	\$124.01	\$24.08	2.85	\$228	\$0
Transportation Engineer Sr		\$90	\$139.51	\$27.09	2.85	\$257	\$0
<b>Total Hours</b>	1,289					<b>Subtotal:</b>	\$267,980
<b>REIMBURSABLES</b>							
POV Mileage/mile							\$261
Equipment Rental							\$779
Meals							\$142
Travel (flight, accommodations, ground transportation)							\$872
Miscellaneous							\$1,275
Printing/Reprographics							\$5
						<b>Subtotal:</b>	\$3,334
<b>SUBCONSULTANT COSTS</b>							
HWA GeoSciences							\$20,365
Ott-Sakai							\$19,050
1 Alliance							\$76,857
Atlas O'Neill Service Group							\$19,636
						<b>Subtotal:</b>	\$135,908

**Total:** \$407,222

**Contingency:** \$22,778

**GRAND TOTAL:** \$430,000

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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

## Exhibit E1

### Consultant Fee Determination

Project Name: City of Redmond: NE 95th Street Bridge Replacement  
 Project Number: 20021406  
 Consultant: HWA GeoSciences

#### NEGOTIATED HOURLY RATES

Classification	Hours	Salary Proposed	Overhead 208.31%	Fee (Profit) 27.80%	Total Hourly Rate	Total
Principal IX	3	\$ 101.00	\$210.39	\$28.08	\$339.00	\$1,017
Geotechnical Engineer VIII	34	\$ 89.00	\$185.40	\$24.74	\$299.00	\$10,166
Geotechnical Engineer VII		\$ 82.00	\$170.81	\$22.80	\$276.00	\$0
Geotechnical Engineer VI		\$ 70.00	\$145.82	\$19.46	\$235.00	\$0
Geotechnical Engineer V	37	\$ 60.00	\$124.99	\$16.68	\$202.00	\$7,474
Geotechnical Engineer IV		\$ 54.00	\$112.49	\$15.01	\$181.00	\$0
Geotechnical Engineer III		\$ 48.00	\$99.99	\$13.34	\$161.00	\$0
Geotechnical Engineer II	0	\$ 42.00	\$87.49	\$11.68	\$141.00	\$0
Geotechnical Engineer I		\$ 38.00	\$79.16	\$10.56	\$128.00	\$0
Geologist VIII		\$ 85.00	\$177.06	\$23.63	\$286.00	\$0
Geologist VI	1	\$ 55.00	\$114.57	\$15.29	\$185.00	\$185
Geologist II		\$ 34.00	\$70.83	\$9.45	\$114.00	\$0
Contracts Administrator	4	\$ 45.00	\$93.74	\$12.51	\$151.00	\$604
CAD	4	\$ 45.00	\$93.74	\$12.51	\$151.00	\$604
Administrative Support	2	\$ 35.00	\$72.91	\$9.73	\$118.00	\$236
<b>Total Hours</b>	<b>85</b>				<b>Subtotal:</b>	<b>\$20,286</b>

#### REIMBURSABLES

Mileage	\$79
GPS Rental	\$0
Transducer Rental	\$0
Laboratory Testing	\$0
Drilling Subcontractor	\$0
Traffic Control for Drilling	\$0
Traffic Control for Ground Water Monitoring	\$0
<b>Subtotal:</b>	<b>\$79</b>

**GRAND TOTAL:** \$20,365



## Exhibit E1

### Consultant Fee Determination

Project Name: City of Redmond: NE 95th Street Bridge Replacement  
Project Number: 20021406  
Consultant: Ott-Sakai & Associates

#### NEGOTIATED HOURLY RATES

Classification	Hours	Salary Proposed	Overhead 80.96%	Fee (Profit) 27.05%	Multiplier 2.08	Total Hourly Rate	Total
Sr Construction Specialist	72	\$ 120.00	\$97.15	\$32.46	2.08	\$250	\$18,000
Contracts Manager	6	\$ 84.00	\$68.01	\$22.72	2.08	\$175	\$1,050
Total Hours		78				Subtotal:	\$19,050
REIMBURSABLES							Subtotal:
							\$0

**GRAND TOTAL:** \$19,050

# Exhibit E1

## Consultant Fee Determination

Project Name: City of Redmond: NE 95th Street Bridge Replacement  
 Project Number: 20021406  
 Consultant: 1 Alliance Geomatics

### NEGOTIATED HOURLY RATES

Classification	Hours	Salary Range		Salary Proposed	Overhead 149.51%	Fee (Profit) 27.05%	Multiplier 2.77	Total Hourly Rate	Total
Principal	18	\$ 226.00	\$ 306.00	\$ 96.15	\$143.75	\$26.01	2.77	\$266	\$4,788
Sr. PM	40	\$ 145.00	\$ 196.00	\$ 61.25	\$91.57	\$16.57	2.77	\$170	\$6,800
QA/QC	18	\$ 114.00	\$ 154.00	\$ 48.50	\$72.51	\$13.12	2.77	\$134	\$2,412
PLS	104	\$ 106.00	\$ 144.00	\$ 45.25	\$67.65	\$12.24	2.77	\$125	\$13,000
Project Surveyor	40	\$ 102.00	\$ 138.00	\$ 43.50	\$65.04	\$11.77	2.77	\$120	\$4,800
CADD 5	50	\$ 98.00	\$ 132.00	\$ 41.50	\$62.05	\$11.23	2.77	\$115	\$5,750
CADD 4		\$ -	\$ -		\$0.00	\$0.00	2.77	\$0	\$0
TECH 5 (field)	132	\$ 101.00	\$ 137.00	\$ 43.00	\$64.29	\$11.63	2.77	\$119	\$15,708
TECH 3 (field)	132	\$ 87.00	\$ 117.00	\$ 37.00	\$55.32	\$10.01	2.77	\$102	\$13,464
Assist PM	4	\$ 89.00	\$ 121.00	\$ 38.00	\$56.81	\$10.28	2.77	\$105	\$420
Admin/Acct	4	\$ 106.00	\$ 144.00	\$ 45.00	\$67.28	\$12.17	2.77	\$125	\$500
<b>Total Hours</b>		542						<b>Subtotal:</b>	\$67,642

### REIMBURSABLES

Mileage									\$500
APS Utility Locates (Estimate)									\$5,000
Scanner Rental (2-day)									\$3,715
<b>Subtotal:</b>									\$9,215

**GRAND TOTAL:** \$76,857

# Exhibit E1

## Consultant Fee Determination

Project Name: City of Redmond: NE 95th Street Bridge Replacement  
 Project Number: 20021406  
 Consultant: Atlas O'Neill Service Group

### NEGOTIATED HOURLY RATES

		Salary Range		Salary	Overhead	Fee (Profit)	Multiplier	Total Hourly		
Classification	Hours	Minimum	Maximum	Proposed	129.69%	27.05%	2.57	Rate	Total	
Project Manager	18	\$ 92.00	\$ 124.00	\$ 54.00	\$70.03	\$14.61	2.57	\$139	\$2,502	
Business Administrator	12	\$ 94.00	\$ 128.00	\$ 55.28	\$71.69	\$14.95	2.57	\$142	\$1,704	
Senior Arborist	74	\$ 60.00	\$ 82.00	\$ 35.70	\$46.30	\$9.66	2.57	\$92	\$6,808	
Certified Arborist	72	\$ 56.00	\$ 76.00	\$ 33.00	\$42.80	\$8.93	2.57	\$85	\$6,120	
Staff Engineer	4	\$ 63.00	\$ 85.00	\$ 37.00	\$47.99	\$10.01	2.57	\$95	\$380	
Sr. CAD Engineer	16	\$ 75.00	\$ 101.00	\$ 44.20	\$57.32	\$11.96	2.57	\$114	\$1,824	
Total Hours		196							Subtotal:	\$19,338
REIMBURSABLES										
Tree Tags									\$128	
Nails									\$25	
Mileage									\$145	
Subtotal:									\$298	

**GRAND TOTAL:** \$19,636

## ***Exhibit F - Title VI Assurances Appendix A & E***

### **APPENDIX A**

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

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

# ***Exhibit F - Title VI Assurances Appendix A & E***

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## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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

## ***Exhibit G*** ***Certification Document***

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

## Exhibit G-1(a) Certification of Consultant

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

\_\_\_\_\_

whose address is

\_\_\_\_\_

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_

Consultant (Firm Name)

\_\_\_\_\_

Signature (Authorized Official of Consultant)

\_\_\_\_\_

Date

**Exhibit G-1(b) Certification of \_\_\_\_\_**

I hereby certify that I am the:

☐ Mayor

☐ Other

of the \_\_\_\_\_, and \_\_\_\_\_

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

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

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution \_\_\_\_\_\*\*\*.

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

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

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

**NOT USED**

**Exhibit H**  
**Liability Insurance Increase**

**To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

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

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

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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