A G E N D A

REDMOND CITY COUNCIL MEETING
MARCH 15, 2016
7:30 PM

COUNCIL CHAMBER, CITY HALL
15670 NE 85TH STREET

MAYOR
John Marchione
COUNCILMEMBERS
Hank Margeson, President
Kim Allen, Vice-President
Angela Birney
David Carson
Hank Myers
Byron Shutz
John Stilin

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:
http://www.redmond.gov/CouncilMeetings

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:
Please contact the City Clerk's office at (425) 556-2190 one week in advance of the meeting.

I. SPECIAL ORDERS OF THE DAY

II. ITEMS FROM THE AUDIENCE

III. CONSENT AGENDA

A. Consent Agenda

1. Approval of the Minutes

2. Approval of Payroll/Direct Deposit and Claims Checks

3. AM No. 16-076(C3): Approval of Consultant Agreements with Hayre McElroy and Associates; O'Neill Service Group; and Terracon in the Amount Not-to-Exceed $200,000 on Each Agreement for On-Call Construction Materials Testing and Special Inspection Services — Public Works

4. AM No. 16-077(C4): Approval of Consultant Agreements for On-Call Construction Engineering Services with JACOBS Project Management Co., CH2M Hill, Inc., and HDR Engineering, Inc., in an Amount Not-to-Exceed $350,000 on each Agreement — Public Works

5. AM No. 16-078/RS No. 1450(C5): Approval of Waiver of Competitive Bidding Requirements and Authorization of Contract Approval with Granicus in the Amount Not-to-Exceed $111,055, (Including Maintenance Terms of 3 Years for the Agreement, and an Automatic Yearly Renewal of the Maintenance Agreement Thereafter), for Replacement of the City's Electronic Agenda Management System — Clerk

6. AM No. 16-079/OR No. 2825(C6): Adoption of Comprehensive Plan Amendment Regarding Economic Competitiveness and Fees — Planning

7. AM No. 16-080(C7): Approval of $600,000 City Contribution Toward Community Facilities District Improvements in SR 520 Area Around — Planning

40th and 51st

8. AM No. 16-081(C8): Appointment of Gregg Gottgetreu and Shailee Jain to the Parks and Trails Commission — Executive

9. AM No. 16-082(C9): Reappointment of Stephane Boss and Jane Wither to the Arts and Culture Commission; Reappointment of Kevin Sutton to the Design Review Board; Reappointment of Heather Sheffer (formerly known as Heather Shute) to the Parks and Trails Commission; and Reappointment of Meishelle Haverkamp to the Planning Commission — Executive

10. AM No. 16-083/OR No. 2826(C10): Approval of Revised Final Plat and Amendment of Ordinance No. 2807 to Document the Revision – Hedgewood East — Planning

11. AM No. 16-084(C11): Award of Bid to IO Environmental & Infrastructure, Inc., in the Amount of $3,498,920 and Approval of Consultant Agreement Supplement No. 3 with OTAK, Inc., in the Amount of $717,344 for Additional Design and Construction Support Services: Redmond Central Connector Phase II, Project No. 20021314 — Public Works

IV. HEARINGS AND REPORTS

A. Public Hearings

B. Reports

1. Staff Reports

a. AM No. 16-085: Redmond Neighborhood Shuttle — Planning

b. AM No. 16-086: Waste Management 2015 Annual Report — Public Works

2. Ombudsperson Report

3. Committee Reports

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

VII. EXECUTIVE SESSION

A. Labor Negotiations [RCW 42.30.140(4)(b)] - 15 minutes

VIII. ADJOURNMENT

REDMOND CITY COUNCIL
AGENDA SECTION TITLE REFERENCE GUIDE

ITEMS FROM THE AUDIENCE provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **CONSENT AGENDA** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

PUBLIC HEARINGS are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

STAFF REPORTS are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **OMBUDSPERSON REPORT** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **COUNCIL COMMITTEES** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

UNFINISHED BUSINESS consists of business or subjects returning to the Council for additional discussion or resolution.

NEW BUSINESS consists of subjects which have not previously been considered by Council and which may require discussion and action.

ORDINANCES are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

RESOLUTIONS are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

QUASI-JUDICIAL proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

EXECUTIVE SESSIONS - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

CALL TO ORDER AND ESTABLISHMENT OF QUORUM

A Regular Meeting of the Redmond City Council was called to order by Mayor John Marchione at 7:30 p.m. in the Council Chamber. Council members present and establishing a quorum were: Allen, Birney, Carson, Margeson, Myers, Shutz, and Stilin.

EXECUTIVE SESSION Re: Interview of City Parks and Recreation Director (RCW 42.30.110(1)(G)) - 10 minutes

Mayor John Marchione announced a recess into Executive Session for approximately 10 minutes.

(The regular meeting recessed into Executive Session at 7:35 p.m. and reconvened at 7:51 p.m.)

ITEMS FROM THE AUDIENCE

Mayor Marchione opened Items from the Audience at this time.

The following person spoke regarding what he believes to be the carcinogenic effects of Watson Asphalt Company's operations and separately, crumb rubber: Dr. David Morton.

There being no others wishing to address the Council, Items from the Audience closed and discussion moved to the Consent Agenda.

CONSENT AGENDA

MOTION: Councilmember Margeson moved to approve the Consent Agenda. The motion was seconded by Councilmember Allen.

1. Approval of the Minutes: Regular Meeting of Tuesday, February 16, 2016

2. Approval of Payroll/Direct Deposit and Claims Checks

PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#180982 through #181030
#020747 through #021460
#610 through #614
$2,756,716.65

CLAIMS CHECKS:

#398400 through #398646
$4,543,526.42

3. AM No. 16-058: Approval of Interlocal Agreement for the North Sound Metro Special Weapons and Tactics (SWAT) and Crisis Negotiating Team (CNT)

4. AM No. 16-059: Approval of Final Contract Amount of $149,706.21 with Michels Corporation and Acceptance of Construction: 2015 Sanitary Sewer and Stormwater Rehabilitation, Project Nos. 20021513 and 20021514

5. AM No. 16-060: Approval to withdraw from the Interlocal Agreement to Provide Law Enforcement Mutual Aid (aka KCIRT) and Mobilization in the Event of a Law Enforcement-Involved Fatal or Serious Injury Accident

6. AM No. 16-061: Approval of Zoning Code Amendment: Streams Classification and Landslide Hazard Areas Map Updates, LAND-2015-01851
   a. Ordinance No. 2819: An Ordinance Relating to Critical Areas and Adopting Zoning Code Amendment LAND-2015-01851; Adopting an Updated Streams Classification Map and an Updated Landslide Hazard Areas Map for Use as Provided in Redmond Zoning Code (RZC) Chapter 21.64, and Providing for Severability and Establishing an Effective Date

7. AM No. 16-062: Approval of 2015-2016 Budget Adjustment
   a. Ordinance No. 2820: An Ordinance Amending Ordinance No. 2773, as Amended by Ordinance No. 2793 by Making Adjustments to the City's 2015-2016 Biennial Budget, in Exhibit 1

8. AM No. 16-063: Amendment to Interlocal Agreement for 2015 - 2016 Local Hazardous

Materials Management Program Grant in the amount of $19,297.74; Seattle-King County Department of Public Health (Contract No. EHS3699)

9. AM No. 16-064: Approval of Amendment No. 2 to Interagency Agreement (IAA C1500059) with Washington State Department of Ecology ($935,560) and Consultant Agreement with Herrera Environmental Consulting, Inc. ($870,560), for Monitoring the Effectiveness of Implementing Redmond's Citywide Watershed Management Plan

10. AM No. 16-065: Approval of Final Contract with Olson Bros, Inc., in the Amount of $1,332,937.54 and Acceptance of Construction: Perrigo Park Phase II, Project No. 50020812; and Authorization of Real Property Rights Conveyances Supporting the Final Completion of the Project

11. AM No. 16-066: Approval of Final Contract with Tri-State Construction, Inc., in the Amount of $1,143,578.61 and Acceptance of Construction: Tosh Creek Culvert Replacement and Stream Realignment, Project No. 20020730

12. AM No. 16-067: Affirming Completion of Redmond's Periodic Review and Update for the Comprehensive Plan and Development Regulations
    a. Resolution No. 1448: A Resolution Affirming Completion of Redmond's Periodic Review and Update as Needed of its Comprehensive Plan and Development Regulations in Compliance with RCW 36.70.A.130 and Related Provisions

13. AM No. 16-068: Approval of 2016 ARCH (A Regional Coalition for Housing) Budget and Work Program

14. AM No. 16-069: Approval of Fall 2015 Housing Trust Fund Allocation for ARCH (A Regional Coalition for Housing)
    a. Resolution No. 1449: A Resolution Authorizing the Duly-Appointed

Administering Agency for a Regional Coalition for Housing (ARCH) to Execute all Documents Necessary to Enter into Agreements for the Funding of Affordable Housing Projects, as Recommended by the ARCH Executive Board, Utilizing Funds from the City's Community Development Block Grant Capital Allocation for 2016

15. AM No. 16-070: 2016-2018 Labor Agreement with the International Association of Fire Fighters No. 2829, Representing Fire Support Employees, and Setting 2016 Salaries for the Fire Support Pay Plan
    a. Ordinance No. 2821: An Ordinance Establishing the 2016 Pay Plan for Fire Support Employees Covered by the International Association of Fire Fighters No. 2829 Representing All Non-Uniformed Employees of the City of Redmond Fire Department, Excluding Supervisors, Confidential Employees and All Other City Employees

16. AM No. 16-071: Adoption of Ordinance Relating to Occupied Roof Assembly Areas on Type VA/1A Wood Frame Buildings
    a. Ordinance No. 2822: An Ordinance Amending RMC 15.08.050, Amendments to the International Building Code, by Amending Subsection 9, Related to Occupied Roof Assembly Areas on Type VA Wood Frame Buildings, and Establishing an Effective Date

17. AM No. 16-072: Confirmation of Parks and Recreation Director

Mayor Marchione read Ordinance Nos. 2819, 2820, 2821, and 2822, and Resolution Nos. 1448 and 1449 into the record.

VOTE: The motion to approve the Consent Agenda passed without objection. (7 – 0)

City Attorney Jim Haney administered the Oath of Office to newly appointed Parks and Recreation Director Maxine Whattam.

HEARINGS AND REPORTS

PUBLIC HEARINGS

1. AM No. 16-073: NE 79 Street Right-of-Way Vacation Public Hearing and Council Action; Redmond Triangle Development
   a. Ordinance No. 2823: An Ordinance Vacating a Portion of the NE 79th Street Right-of-Way Between 166th Avenue NE and 164th Avenue NE, Pursuant to RCW 35.79

Ms. Paulette Norman, Planning Engineering Manager, provided a report to the Mayor and Members of the Council regarding the location and description of the proposed vacation.

Mayor Marchione opened the public hearing at this time.

There being no one wishing to testify, the public hearing closed and discussion moved to the Council.

Mayor Marchione read Ordinance No. 2823 into the record.

MOTION: Councilmember Margeson moved to adopt Ordinance No. 2823. The motion was seconded by Councilmember Carson.

VOTE: The motion passed without objection. (7 – 0)

2. AM No. 16-074: 180th Place NE Lying South of 65th Street and West of East Lake Sammamish Parkway NE Right-of-Way Vacation Public Hearing and Council Action: Marymoor Apartments
   a. Ordinance No. 2824: An Ordinance Vacating a Portion of 180th Place NE Right-of-Way Lying South of 65th Street and West of East Lake Sammamish Parkway NE, Pursuant to RCW 35.79

Ms. Paulette Norman, Planning Engineering Manager, provided a report to the Mayor and Members of the Council regarding the location and description of the proposed vacation and dedication for a future street connector.

Mayor Marchione opened the public hearing at this time.

There being no one wishing to testify, the public hearing closed and discussion moved to the Council.

Mayor Marchione read Ordinance No. 2824 into the record.

MOTION: Councilmember Margeson moved to adopt Ordinance No. 2824. The motion was seconded by Councilmember Shutz.

VOTE: The motion passed without objection. (7 – 0)

STAFF REPORTS

c. AM No. 16-075: Update on Retail Marijuana Amendments

Mayor Marchione spoke regarding AM No. 16-075. He noted a report received regarding a possible serial meeting (unadvertised meeting) of the Planning Commission being held. Mayor Marchione reported that an investigation of the allegation found that no violation of the State Open Meetings Act occurred, as a quorum of the Planning Commission was not involved in the off-the-record conversations that occurred. The Planning Commission held an open session, placed all conversations on the record, and rescheduled further discussion on the topic of retail marijuana amendments to February 24, 2016.

OMBUDSPERSON REPORT

Councilmember Carson reported receiving citizen contacts regarding the following matters:

- multiple emails regarding encampment regulations;
- multiple emails related to the existence of retail marijuana stores in the City of Redmond; and
- concern for the health of others at a multi-family complex.

Councilmember Allen reported receiving a citizen contact regarding an abandoned home and if there was anything the City could do to get involved with addressing the condition of the property.

Councilmember Margeson reported receiving citizen contacts regarding the siting of retail marijuana stores in the City of Redmond.

All contacts and concerns have been responded to and have been forwarded to staff for follow-up as appropriate.

COMMITTEE REPORTS

Parks and Human Services Committee

Councilmember Birney overviewed items discussed during the March 1, 2016, committee meeting.

Public Administration and Finance Committee

Councilmember Stilin overviewed items discussed during the February 23, 2016, meeting.

Regional, Law, Safety, Justice Committee

Councilmember Carson reported the committee met last Thursday and discussed juvenile court issues and changes; diversion programs for first-time offenders; and a juvenile justice equity steering committee. The committee also received a report from the City of Kent Police Chief and the Assistant Chief from the City of Seattle regarding law enforcement, guns, gangs, and violence; recent areas shootings have been found to be related.

Sound Cities Association Hazardous Waste Program Committee

Councilmember Hank Myers reported regarding a pharmaceutical recovery plan in King County, which would establish tamper-proof containers for recycling.

Economic Development Council (EDC)

Councilmember Carson reported the annual board meeting was held and the committee received briefings on economic vitality in the development market.

Sound Cities Association (SCA) Board of Directors

Councilmember Margeson reported the Board met on February 17, 2016 and took at tour of Auburn at this time. He further noted the SCA networking dinner will be held at the end of March, and the concluded that the 2016 SCA Finance Committee was appointed, to which he was appointed as a member.

Sound Cities Association (SCA) Caucus of the Regional Transit Committee and Committee Meeting

Councilmember Margeson reported the group received a report from the general manager regarding electric bus fleets and moving away from diesel-driven buses.

Sound Transit Board

Mayor Marchione reported the Board adopted resolution for full funding of transit engineering to bring light rail to Redmond. This would bring light rail to Redmond earlier than originally anticipated.

ADJOURNMENT

There being no further business to come before the Council the regular meeting adjourned at 8:33 p.m.

_____ _____

JOHN MARCHIONE, MAYOR CITY CLERK

Minutes Approved: March 15, 2016

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: Approval of Consultant Agreements with Hayre McElroy and Associates; O'Neill Service Group; and Terracon in the Amount Not-to-Exceed $200,000 on Each Agreement for On-Call Construction Materials Testing and Special Inspection Services

I. RECOMMENDED ACTION

Approve the proposed consultant agreements for On-Call Materials Testing and Special Inspection Services with Hayre McElroy and Associates; O'Neill Service Group; and Terracon for an amount not-to-exceed $200,000 on each Agreement, and authorize the Mayor to sign the three Agreements.

II. DEPARTMENT CONTACTS

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Patty S. Criddle, Project Manager	425-556-2736

III. DESCRIPTION/BACKGROUND

Purpose

These consultant agreements will provide for on-call construction materials testing, special inspections, and other support services for the City of Redmond Public Works Construction Engineering Division. The agreements will be in effect through December 31, 2017, with the option to extend them for an additional two years based on the City's needs and consultant performance.

Project Description

These on-call agreements will provide the resources needed to deliver capital projects scheduled for construction in 2016 and 2017. The consultants will provide the following:

- Resources to meet construction materials testing and special inspection demands
- Improved response to unexpected construction-related demands and emergencies
- Field support for project management staff

- Access to specialized technical expertise during the design, construction and post-construction project phases.

Each consultant agreement includes a general scope of work that describes the range of services for these contracts. The scope is intentionally written to be broad to provide City staff the flexibility to access resources to address a wide range of construction materials testing and special inspections needs. The specific work performed under these agreements will be authorized by individual task orders. Each task order will include a specific scope of work, schedule, completion date, and budget for the services required.

Consultant Selection Process

In November 2015, City staff advertised a request for proposals for On-Call Construction Materials Testing and Inspection Services from qualified companies via the Seattle Times and the Journal of Commerce. Ten firms delivered proposals. The City's selection committee evaluated the proposals and determined that the following three firms were the most qualified firms to provide materials testing, special inspections and support services.

Consultant	**Business Location**
Hayre McElroy and Associates	Redmond, WA
O'Neill Service Group	Redmond, WA
Terracon	Mountlake Terrace, WA

After selection, negotiations were held to finalize the scope of work and to determine fair and reasonable costs and fees for this work. The scope and fees for each firm have been incorporated into the Consultant Agreements (Attachments A, B, and C).

The three firms selected specialize in construction materials and have experience in special inspections in structural, geotechnical, and environmental fields. There are three on-call contracts to ensure that there will be adequate consultant resources to meet the City's needs depending on the nature of the specific task, timing, and consultant staff availability.

Council Actions / Communication

Date	**Action / Committee Presentation**
2/18/2014	Approval of three Consultant Agreements for On-Call Materials Testing and Special Inspections Services for 2014-2015
3/8/2016	Planning and Public Works Committee
3/15/2016	Approve three On-Call Consultant Agreements for On-Call Materials Testing and Special Inspection Services for 2016-2017

IV. IMPACT

A. **Service/Delivery**: These on-call contracts will provide the resources needed to deliver CIP projects and provide on-going construction materials testing, special inspections and other supporting services.

B. **Fiscal:** Staff anticipates spending approximately $200,000 over the life of each contract. The majority of these costs will be incurred to provide material testing and special inspection support and will be paid for from CIP project funds.

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council may choose not to approve the three Consultant Agreements; however, this action would adversely affect the City's ability to deliver capital projects scheduled for construction in 2016-2017 on time and within budget, provide quality control, and manage construction impacts to the community.

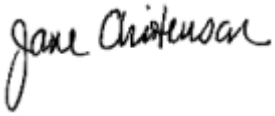
VI. TIME CONSTRAINTS

There is an immediate need for these agreements to be in place for the start of the 2016 construction season in March.

VII. LIST OF ATTACHMENTS

A. Proposed Consultant Agreement (Hayre McElroy and Associates)
B. Proposed Consultant Agreement (O'Neill Service Group)
C. Proposed Consultant Agreement (Terracon)

_____ **03/04/2016**
Linda De Boldt, Director of Public Works **Date**



Approved for Agenda _____ **03/04/2016**
Date

Jane Christenson, Deputy City Administrator

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 ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title	
Description of Work	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ 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 - Not Applicable
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations - Not Applicable
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase - Not Applicable
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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).

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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and 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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

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 AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2017. Any work authorized by task order before December 31, 2017 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2018.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. 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.

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

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION 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:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

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

Agreement Number:

Exhibit D

Consultant Fee Determination

Project Name: On-Call Material Testing and Special Inspections
Project Number: TBD
Consultant: Hayre McElroy & Associates, LLC

NEGOTIATED HOURLY RATES

Classification	Direct Salary Cost	Overhead 158%	Profit 30%	Total Hourly Rate
Senior Engineer	$52.88	$83.45	$15.71	$152.04
Project Manager	$51.44	$81.18	$15.28	$147.90
Senior Administrator	$39.90	$62.97	$11.85	$114.72
Senior Special Inspector	$31.25	$49.31	$9.28	$89.84
M.E.P./Envelope Special Inspector	$30.00	$47.34	$8.91	$86.25
Structural Steel Special Inspector	$27.76	$43.81	$8.25	$79.82
Geotechnical Inspector	$27.00	$42.61	$8.02	$77.63
Special Inspector/Testing Technician	$25.00	$39.45	$7.43	$71.88
Administration	$20.19	$31.86	$6.00	$58.05
Subtotal:				

REIMBURSABLES

Associated Laboratory and Equipment Charges	See attached Exhibit
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	

TOTAL

CONTINGENCY

GRAND TOTAL

Form Updated:10/21/15

hayremcelroy & associates, llc

2016 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS / CODE COMPLIANCE SERVICES

GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES

Skidmore Wilhelm Bolt Tension Calibrator	$ 150.00 / day
Calibrated Torque Wrench	$ 35.00 / day
Nuclear Densometer Gauge	$ 45.00 / day
Floor Flatness (FF and FL)	$ 275.00 / day
Ultrasonic/Magnetic Particle (Includes Consumables)	$ 85.00 / day
Field Hydraulic Tensile Pull Test Load Frame (ASTM E488)	$ 325.00 / day
Bond Strength Pull-off Tester (ACI 503)	$ 50.00 / day
50mm/75mm Machined Steel Bonding Discs and Epoxy Adhesive (ACI 503)	$ 38.00 / each
Core Machine (Does not include labor costs)	$ 60.00 / hour
Moisture Meter	$ 35.00 / day
Tooke Thin-Film Thickness Gauge	$ 40.00 / day
Elcometer Dry-Film Thickness Gauge	$ 65.00 / day
Horiba IG-320 Glossmeter	$ 50.00 / day
Pachometer	$ 250.00 / day
Turbidity and pH Meter	$ 35.00 / day
Vaisala Internal Concrete Humidity Meter	$ 45.00 / day

Note: Equipment charges do not include hourly labor fees

SOIL AND AGGREGATE TESTS

Standard 4" Mold	D 698 Method A	$ 195.00 / each
Standard 6" Mold	D 698 Method B, C	$ 205.00 / each
Modified, 4" Mold	D 1557 Method A	$ 205.00 / each
Modified, 6" Mold	D 1557 Method B, C	$ 225.00 / each
Check Point		$ 75.00 / each
Oversized Correction		$ 35.00 / each
Sieve Analysis, Coarse Including Wash	C 136	$ 105.00 / each
Sieve Analysis, Coarse and Fine Including Wash (and hydrometer)	D 422	$ 195.00 / each
Minus No. 200 Wash	D 1140	$ 80.00 / each
Plasticity Index/Atterberg Limits	D 4318	$ 140.00 / each
Specific Gravity	C 127, C 128, D 854	$ 80.00 / each
Moisture Determination and Unit Weight (Tube Sample)	D 2216, D 2937, D 4643	$ 45.00 / each
Moisture Determination Only	D 2216, D 4643	$ 18.00 / each
Sand Equivalent (Set of 3)	D 2419	$ 120.00 / set
LA Abrasion	C 131/C 535	$ 365.00 / each
Flat and Elongated Particles	D 4791	$ 90.00 / each
Fractured Faces in Coarse Aggregate	D 5821	$ 110.00 / each
Clay Lumps and Friable Particles	C 142	$ 195.00 / each
Bulk Density (Unit Weight and Voids in Aggregate)	C 29/C 29M	$ 50.00 / each
Organic Impurities	C 40	$ 60.00 / each
Specific Gravity and Absorption of Fine Aggregate	C 128	$ 110.00 / each
Specific Gravity and Absorption of Coarse Aggregate	C 127	$ 110.00 / each
Aggregate Soundness	C 88	$ 395.00 / each
California Bearing Ratio (1 Point)	D 1883	$ 295.00 / each
California Bearing Ratio (3 Point)	D 1883	$ 675.00 / each
Graphical Chart for Percent Retained (Not Standard Grain Size Plot)		$ 45.00 / each
ASR Testing – Fine or Coarse Aggregate – Short Term	C 1260	$2,200.00/ each
ASR Testing – Fine or Coarse Aggregate – Long Term	C 1293	$2,700.00/ each
ASR Testing – Blended (SCM) – Short Term	C 1567	$2,150.00/ each
Petrographic Testing – Fine or Coarse	C 295	$2,200.00/ each
Consolidation (Maximum 8 load points)	D 2435	$ 425.00 / each
Direct Shear (Each Point)	D 3080	$ 140.00 / each

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Unconfined Compression	D 2166	$ 95.00 / each
Add Stress-Strain Data	D 2166	$ 175.00 / each
Triaxial Shear, UU (Each)	D 2850	$ 425.00 / each
Triaxial Shear, CU (Each Point)	D 4767	$ 550.00 / each
Triaxial Shear, CD (Each Point)		$ 650.00 / each
Triaxial Permeability (Each)		$ 450.00 / each
Sample Tube Extrusion		$ 50.00 / each
Sample Tube Soil Classification with Photographic Report		$ 75.00 / each
Sample Trimming (if required)		$ 35.00 / end
Classification for Engineering Purposes (Excluding Index Tests)	D 2487	$ 50.00 / each
Sample Preparation (if required)		$ 75.00 / hour

CORROSION POTENTIAL TESTS

Resistivity	G 187	$ 55.00 / each
Chloride		$ 45.00 / each
pH	G 51/SW-846 Method 9045	$ 25.00 / each
Redox Potential		$ 40.00 / each

ROCK CORE TESTS

Point Load Index	D 5731	$ 45.00 / each
Unconfined Compression	D 7012	$ 105.00 / each
Add Stress-Strain Data Plot		$ 175.00/ each
Bulk Specific Gravity/Unit Weight	D 6473/6752	$ 55.00 / each
Core Saw Cutting of Ends		$ 25.00 / each
End Capping (Sulfur or Gypsum)		$ 10.00 / core

CONCRETE

Concrete Cylinder Cured and/or Compression Tested, 4"x8"	C 39	$ 20.00 / each
Concrete Cylinder Cured and/or Compression Tested, 6"x12"	C 39	$ 25.00 / each
Compression Test, Lightweight Insulating Concrete	C 495	$ 50.00 / each
Compression Test, Gunite/Shotcrete Panel, Per Core	C 1140	$ 45.00 / core
Concrete Test Beam, 6 x 6 x 18	C 78	$ 75.00 / each
Pervious Concrete Bulk Specific Gravity/Density	D 1188	$ 45.00 / core
Pervious Concrete Theoretical Maximum Density	D 2041	$ 120.00 / core
Pervious Concrete % Air Voids (See Note 1)	D 3203	$ 245.00 / core
Floor Moisture Vapor Transmission		$ 25.00 / each

MASONRY

Grout or Mortar Specimen		
Cured and/or Compression Tested	C 109, C 579, C 942, C 1019	$ 20.00 / each
Compression Test, 8 x 8 x 16 Prisms or smaller	E 447	$ 90.00 / each
Compression Test, 10 x 8 x 16 Prisms or smaller	E 447	$ 100.00 / each
Compression Test, 12 x 8 x 16 Prisms or smaller	E 447	$ 110.00 / each

ASPHALT

Extraction, % Bitumen, with Gradation		$ 285.00 / each
Unit Weight of Core or Compacted Sample	D 1188, D 2726	$ 45.00 / each
Maximum Theoretical Specific Gravity (Rice Method)	D 2041	$ 120.00 / each
Moisture Content	D 2726	$ 45.00 / each
Bulk Specific Gravity	D 2726	$ 55.00 / each

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FIREPROOFING/COATINGS

Density of Spray Applied Fireproofing	E 605	$ 65.00 / each
Cohesion/Adhesion Test Kit	E 736	$ 20.00 / each

OTHER

Mileage	$ IRS Rate
Field Vehicle (If required full time on site)	$ 60.00 / day

Overtime and Rush Services are billed at 1.40 times the standard rate. Rush Services are defined as laboratory testing results required in less than 72 hours from the time requested. Staff overtime includes time in excess of 8 hours per day, greater than 40 hours per week, or weekend work. Work required on State observed holidays are billed at 1.80 times the standard rate. Same day in route or on site cancelled inspections will incur a 3-hour minimum charge. All inspection and testing will be billed as a 3-hour minimum charge.

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

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 ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title	
Description of Work	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ 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 - Not Applicable
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations - Not Applicable
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase - Not Applicable
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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).

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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

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

Agreement Number:

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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

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

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

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

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

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

Agreement Number:

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2017. Any work authorized by task order before December 31, 2017 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2018.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. 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.

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

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION 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:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

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

Agreement Number:

Exhibit D

Consultant Fee Determination

Project Name: On-Call Material Testing and Special Inspections
Project Number: TBD
Consultant: O'Neill Service Group, LLC

NEGOTIATED HOURLY RATES

Classification	Direct Salary Cost	Overhead 62%	Profit 30%	Total Hourly Rate
Senior Professional Engineer	$75.00	$46.31	$22.28	$143.59
Laboratory Technician	$26.50	$16.36	$7.87	$50.73
Inspector	$39.00	$24.08	$11.58	$74.67
Environmental Inspector	$27.30	$16.86	$8.11	$52.27
Project Administrator	$35.00	$21.61	$10.40	$67.01
Environmental Project Manager	$62.50	$38.59	$18.56	$119.66
CM Project Manager	$55.00	$33.96	$16.34	$105.30
Welding Inspector	$32.50	$20.07	$9.65	$62.22
Electrical Inspector	$37.00	$22.85	$10.99	$70.84
Principal	$85.00	$52.49	$25.25	$162.73
Subtotal:				

REIMBURSABLES

Associated Laboratory and Equipment Charges	See attached Exhibit
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:

TOTAL

CONTINGENCY

GRAND TOTAL

OSG O'Neill Service Group

2016 SCHEDULE OF FEES AND CHARGES

Special Inspections and Construction Material Testing Services

A. CONCRETE LABORATORY TESTING		
1. Compression Strength Test, Each (ASTM C 39)	$	20.00
2. Compression Strength Test for Core Specimen, Each (ASTM C 42, C 513)	$	45.00
B. SHOTCRETE LABORATORY TESTING		
1. Compression Test, Three Cores Per Panel (ASTM C 1140)	$	125.00
a. Additional Cores, Each	$	45.00
C. MASONRY LABORATORY TESTING		
1. Mortar Compressive Strength Test (ASTM C 780), Each	$	20.00
2. Grout Compressive Strength Test (ASTM C 1019), Each	$	20.00
3. Prisms, Grouted or Ungrouted, 8" x 8" x 8," (ASTM E 447), Each	$	125.00
4. Masonry Units (ASTM C 140), Each	$	70.00
D. SOILS LABORATORY TESTING		
1. Grain size Analysis (ASTM C 136/C 117)	$	100.00
2. Hydrometer Analysis (ASTM D 422)	$	160.00
3. Moisture/Density Relationship (ASTM D 698, D 1557)	$	200.00
4. Moisture/Density Relationship (WSDOT T606)	$	550.00
5. Natural Moisture Content (ASTM D 2216)	$	20.00
6. Specific Gravity (ASTM D 854)	$	50.00
7. Visual Soil Classification (ASTM D 2488)	$	12.00
E. AGGREGATE LABORATORY TESTING		
1. Clay Lumps and Friable Particles (ASTM C 142)	$	65.00
2. Organic Impurities (ASTM C 40)	$	130.00
3. Fracture Face Count (WSDOT 103)	$	40.00
4. Sand Equivalent (ASTM D 2419)	$	75.00
5. Unconfined Compressive Test, Intact Rock Cores (ASTM D 2938), Each	$	60.00
6. Course Aggregate Specific Gravity (ASTM C 127)	$	50.00
7. Fine Aggregate Specific Gravity (ASTM C 128)	$	55.00
8. Aggregate Unit Weight (ASTM C 29)	$	50.00
9. LA Abrasion (ASTM C 131)	$	220.00
F. ASPHALTIC CONCRETE		
1. Rice Density (ASTM D 2041, AASHTO T 245)	$	85.00
2. Bulk Specific Gravity, Cores, 3 Specimens (ASTM D 2726, AASHTO T 166)	$	90.00
3. Asphalt Oil Content (ASTM D 6307)	$	225.00
G. OTHER MATERIALS		
1. Spray-Applied Fireproofing Dry Unit Weight (ASTM E 602)	$	50.00
2. Adhesion / Cohesion Test (ASTM E 726)	$	50.00
3. Anchor Bolt Pull Test, Two Man Crew, Per Hour (ASTM E 488)	$	140.00
4. Concrete Floor Moisture Test, Each (ASTM F 1869)	$	40.00
5. Concrete Floor Flatness and Levelness (E1155)(technician and equipment per hour)	$	150.00
H. MISCELLANEOUS		
1. Outside Expenses (Subsistence, equipment rental, materials, subcontract, airfare, etc.)		Cost Plus 15%

17619 NE 67th Ct Suite 100, Redmond, WA 98052
P: 425.429.7800 F: 42 2284 www.oneillsg.com

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address 21905 64th Ave W., Suite 100 Mountlake Terrace, WA 98043	Federal Aid Number
UBI Number	Federal TIN or SSN Number
Execution Date	Completion Date
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title	
Description of Work	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ 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 - Not Applicable
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations - Not Applicable
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase - Not Applicable
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

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.

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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: Mountlake Terrace	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).

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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and 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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

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

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

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

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

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

Agreement Number:

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2017. Any work authorized by task order before December 31, 2017 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2018.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. 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.

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

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION 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:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

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

Agreement Number:

Exhibit D

Consultant Fee Determination

Project Name: On-Call Material Testing and Special Inspections
Project Number: TBD
Consultant:

NEGOTIATED HOURLY RATES

Classification	Direct Salary Cost	Overhead 189%	Profit 30%	Total Hourly Rate
Tech V	$32.00	$60.60	$9.50	$102.10
Tech IV	$30.00	$56.81	$8.91	$95.72
Tech III	$25.50	$48.29	$7.57	$81.36
Tech II	$21.50	$40.71	$6.39	$68.60
Tech I	$18.00	$34.08	$5.35	$57.43
Project Manager	$35.00	$66.28	$10.40	$111.67
Sr. Project Manager	$50.00	$94.68	$14.85	$159.53
Sr. Principal	$72.00	$136.34	$21.38	$229.72
Admin I	$18.00	$34.08	$5.35	$57.43
Admin II	$21.50	$40.71	$6.39	$68.60
Admin III	$23.50	$44.50	$6.98	$74.98
Subtotal:				

REIMBURSABLES

Associated Laboratory and Equipment Charges	See attached Exhibit
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit E)

Subtotal:	

TOTAL

CONTINGENCY

GRAND TOTAL

Form Updated:10/21/15

Terracon
Consulting Engineers & Scientists

2016 Standard Schedule of Charges
SOILS/MATERIALS/LABORATORY TESTS
FEE SCHEDULE

Soil

Moisture/Density Relationship	$200 each
Sieve Analysis	$100 each
Plasticity Index	$90 each
#200 Wash	$55 each
Specific Gravity	$55 each
In-situ Density (ring sample)	$25 each
Hydrometer	$160 each
Moisture Content	$10 each
California Bearing Ratio (3 point)	$400 each
Organic Content	$55 each

Reinforced Concrete Testing

Mix Design	Rates Upon Request
Compressive Strength Standard Cylinder	$20 each
Compressive Strength Cored Sample	$50 each
Flexural Strength Standard Beam	$45 each
Unit Weight	$55 each
Shotcrete Panels Three Cores/Panel	$130 each

Aggregate Evaluation

Rock Core Compressive Strength	$80 each
Mechanical Sieve Analysis	$90 each
#200 Wash	$55 each
Specific Gravity Coarse	$80 each
Specific Gravity Fine	$80 each
Soundness Sodium or Magnesium Sulfate per Fraction (three fractions minimum)	$80 each
Sand Equivalent	$80 each
Fractured Face	$75 each
Flat and Elongated Particles (per screen)	$30 each
Uncompacted Voids/Angularity	$90 each
Clay Lumps and Friable Particles	$80 each
Alkali Reactivity (chemical method)	$360 each
Lightweight Pieces (<2.0 specific gravity, coal and lignite)	$170 each
Organic Impurities	$50 each
MOH's Hardness	$40 each
Unit Weight (dry-rodded)	$80 each
Los Angeles Abrasion C ASTM C131	$160 each
Los Angeles Abrasion C ASTM C535	$160 each
Mill Abrasion	$160 each

NOTE: This schedule includes Terracon unit rates for laboratory testing requested most frequently. Our laboratories are equipped to perform a variety of other tests for soils, aggregates, concrete, masonry, asphalt, steel, fireproofing, roofing and painting. Should you desire unit rates for other testing, require results on a rush basis or wish to discuss quantity discounts, please contact Medhanie Tecle at (425) 771-3304. Unit prices include standard sample preparation, internal quality control review and preparation of computer-generated reports. A Laboratory Technician Rate of $75 per hour will apply for specialty testing or samples that require preparation in addition to that specified by the designated test standard. Laboratory unit costs noted are based upon standard time frames for completion. Unit costs will be increased to 1.5 times for "rush" samples.

Terracon
Consulting Engineers & Scientists

2016 Standard Schedule of Charges
SOILS/MATERIALS/LABORATORY TESTS
FEE SCHEDULE

Structural Reinforced Masonry, Grout, and Mortar Testing

Mix Design - Grout and Mortar (three points)	Rates Upon Request
Mix Design – Confirmation	$210 each
Compressive Strength – 2x2 cubes	$20 each
Compressive Strength – 2x4 Grout and Mortar Cylinders	$20 each
Compressive Strength – 4x8 Grout Cylinder	$20 each
Compressive Strength – 4x8 Grout Prism UBC 24-28	$20 each
Compressive Strength – Masonry Prism UBC 24-26	$95 each
Compressive Strength – CMU	$55 each
Compressive Strength – Structural Brick	$55 each
Moisture Content, Absorption and Unit Weight of CMU	$80 each

Asphalt Evaluation

Mix Design – Three Oil Contents (excluding aggregate testing)	Rates Upon Request
Mix Design – One Point Confirmation	$400 each
Extraction & Gradation	$160 each
Marshall Density, Stability and Flow	$310 each
Gyratory Testing	$310 each
Density of Cores	$40 each
Thickness of Cores	$25 each
Maximum Theoretical Specific Gravity	$90 each
Strip Test	$80 each
Compressive Strength of Bituminous Mixtures	$65 each
Retained Stability of Bituminous Mixtures	$260 each
Index of Retained Strength	$300each
Ignition Oven HMA Mix correlation	$600 each

Soil-Cement Testing

Mix Design	Rates Upon Request
Freeze / Thaw (three briquettes)	$280/set
Wet/Dry (three briquettes)	$260/set
Unit Weight (three briquettes)	$150/set
Compressive Strength (three briquettes)	$230/set

Fireproofing

Adhesion/Cohesion Test	$60 each
Density and Thickness	$60 each

Equipment	**Per Day**
Coring Machine	$150
Generator	$55
Nuclear Density Gauge	$30
Ferroscan	$100
Schmidt Hammer	$45
Windsor Probe	$80
Paint Thickness Gauge	$55
Skidmore	$55
NDT Equipment (ultrasonic, magnetic particle, dye-penetrant)	$80/hour
Profilograph (floor flatness/levelness, includes operator)	$100/hour
Torque Wrench	$25
Expendable Items/Expenses	Cost plus 15%
Daily Vehicle Charge (Resident Projects)	$25
Infrared Camera	$400

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: Approval of Consultant Agreements for On-Call Construction Engineering Services with JACOBS Project Management Co., CH2M Hill, Inc., and HDR Engineering, Inc., in an Amount Not-to-Exceed $350,000 on each Agreement

I. RECOMMENDED ACTION

Approve Consultant Agreements for On-Call Construction Engineering Services with JACOBS Project Management Co., CH2M Hill, Inc., and HDR Engineering, Inc. for an amount not to exceed $350,000 on each Agreement, and authorize the Mayor to sign the three Agreements.

II. DEPARTMENT CONTACTS

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Bassam Al-Ali, Project Manager	425-556-2743

III. DESCRIPTION/BACKGROUND

Purpose

These consultant agreements will provide for on-call construction engineering services for the City of Redmond. Consultants will augment City staff by providing construction engineering, inspection, contract administration, and other supporting services. The agreements will be in effect through December 31, 2017, with the option to extend each agreement for an additional two years based on the City's needs and consultant performance.

Project Description

These on-call agreements will provide resources to support delivery of the City's capital improvement program as well as additional engineering and construction related support to the City. The consultants will provide the following:

- Resources to meet peak workload demands
- Specialized resources/expertise not available within the current City staff

- Improve ability to respond to unexpected construction demands, emergencies
- Office and field support for project management and inspection staff

Each consultant agreement includes a general scope of work that describes the range of services for these contracts. The scope is intentionally written to be broad to provide City staff the flexibility to access resources to address a wide range of construction activities. The specific work performed under these agreements will be authorized by individual task orders. Each task order will include a specific scope of work, schedule, completion date, and budget for the services required.

Consultant Selection Process

In November 2015, City staff advertised a request for proposals for On-Call Construction Engineering Services from qualified companies via the Seattle Times and the Journal of Commerce. Eleven (11) firms delivered proposals. The City's selection committee consisting of two senior project managers and a lead inspector evaluated the proposals and determined that the following three firms were the most qualified firms to provide On-Call Construction Engineering Services. The three firms selected specialize in construction engineering and have experienced construction and contract administration staff.

Consultant / Business Location

Consultant	**Business Location**
CH2M Hill, Inc.	Bellevue, WA
JACOBS Project Management Co.	Bellevue, WA
HDR Engineering, Inc.	Bellevue, WA

Negotiations were held to finalize the scope of services and to determine fair and reasonable costs and fees. The services and fees for each firm have been incorporated into the Consultant Agreements (Attachments A, B, and C).

There are three on-call contracts to ensure that there will be adequate consultant resources to meet the City's needs depending on the nature of the specific task, timing, and consultant staff availability.

Council Actions / Communication

Date	Action / Committee Presentation
6/7/2011	Consultant Agreements for Construction Engineering On-Call Services
3/8/2016	Planning and Public Works Committee
3/15/2016	Approval of Three Consultant Agreements for On-Call Construction Engineering Services

IV. IMPACT

A. **Service/Delivery**: These three on-call contracts will provide the resources needed to deliver CIP projects and provide on-going construction engineering, inspection, contract administration, and other supporting services. The City's ability to deliver projects will be limited if these resources are not available.

B. **Fiscal:** Staff anticipates spending approximately $350,000 over the life of each contract. The majority of these costs will be incurred to provide On-Call engineering services for capital projects.

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council may choose not to approve the three Consultant Agreements; however, this action would adversely affect the City's ability to deliver capital projects scheduled for construction in 2016-2017 on time and within budget, provide quality control, and manage construction impacts to the community.

VI. TIME CONSTRAINTS

There is an immediate need for these agreements to be in place for the start of the 2016 construction season in March.

VII. LIST OF ATTACHMENTS

A. Consultant Agreement - CH2M Hill, Inc.
B. Consultant Agreement - JACOBS Project Management Co.
C. Consultant Agreement - HDR Engineering, Inc.

_____ **03/04/2016**
Linda De Boldt, Director of Public Works **Date**

03/04/2016
Approved for Agenda _____ **Date**
Jane Christenson, Deputy City Administrator

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 ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title	
Description of Work	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ 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
Exhibit H ~~Liability Insurance Increase~~
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the ,
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.

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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).

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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

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

Agreement Number:

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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

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 AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A / SCOPE OF WORK

CITY OF REDMOND ON- CALL CONSTRUCTION ENGINEERING SERVICES

PROJECT No.

A-DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on call construction engineering support services for the City of Redmond Public Works Construction Division. Consultant will augment and support City staff by providing construction engineering, contract administration, inspection, and other related services as may be required.

This Consultant agreement shall remain in effect until December 31, 2017. At the City of Redmond option, this contract may be extended for an additional two year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed the amount shown on the first page. 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.

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 his designee prior to beginning work.

B- CONSTRUCTION ADMINISTRATION CRITERIA

All Construction Engineering, inspection, and contract administration work will be accomplished and documented in accordance with the latest edition and amendments of the following:

1. Project - specific plans and specifications

2. Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)

3. WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction

4. WSDOT Construction Manual

5. City of Redmond Standard Specifications and Details (edition cited in the contract documents)

6. WSDOT local Agency Guidelines

7. Department of Ecology (DOE)

8. American Association of State Highways and Transportation Officials (AASHTO)

9. United State Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, as adopted and amended by the State of Washington, latest edition

C- 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-

- Participate in constructability and risk management reviews
- Develop and review specifications
- Estimate number of working days for a project

Construction activities -

- Overall construction management including coordination, preparing monthly progress reports, and processing contractor payments
- Supplement City forces by providing construction management, inspection and payment documentation, contract administration, quality control/ assurance, and document control services
- Review and analyze contractor's schedules
- Evaluate change order entitlement
- Change order development, independent cost estimates, and support negotiations
- Claim evaluation or preparation, including impact analyses
- Construction contract administration for Federal and non-Federal projects compliances

Post – Construction activities –

- Construction claim evaluation, analyses, and negotiation support
- Compile final documentation and project records
- Contract close- out activities

- Evaluate project documentation for auditing purposes

D- DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other products covered by this agreement shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of work:

One set of reports, maps, photographs, and other documents in digital format, regardless of physical form or characteristics, made or received by the CONSULTANT in connection with the transactions of this contract, as requested during construction and upon completion of the project. A specific list of documents for each project will be included in each Task Order.

E- 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.

Agreement Number:

Exhibit D

Consultant Fee Determination

Project Name: Redmond On-Call Engineering Services
Project Number: TBD
Consultant: CH2M HILL Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	Median DSC	Overhead 105.05%	Profit 29.70%	Total Hourly Rate	Total
Principal in Charge		$100.76	$105.85	$29.93	$236.53	
Project Manager		$87.19	$91.59	$25.90	$204.68	
Pre & Post Construction Support		$71.11	$74.70	$21.12	$166.93	
Senior Resident Engineer		$80.68	$84.75	$23.96	$189.40	
Senior Inspector		$64.57	$67.83	$19.18	$151.58	
Resident Engineer		$58.20	$61.14	$17.29	$136.62	
Inspector		$49.41	$51.91	$14.67	$115.99	
Office Engineer		$44.83	$47.09	$13.31	$105.24	
Construction Documentation		$37.04	$38.91	$11.00	$86.95	
Office/Project Administration		$36.08	$37.90	$10.72	$84.70	
Subtotal:						

*Rates shown are current 2015 rates with a 3% escalation added. CH2M HILL's 2016 annual rate increases go into effect 4/1/16.
*Attached min/max table included for established range based on staff working on the project.

REIMBURSABLES

Mileage		
Reproduction (copies, plots, etc.)		TBD per Task Order
Miscellaneous		
	Subtotal:	

Exhibit D

CH2M HILL, INC. MIN / MAX RATES 2015 - CITY OF REDMOND

Job Classifications	Direct Labor Rates			Calculated Billing Rates*			Note	Median	Median
	Min.		Max.	Min.		Max.		Raw Rate	Bill Rate
Principal in Charge	$91.48	to	$110.03	$214.76	to	$258.31		$100.76	$236.53
Project Manager	$77.45	to	$96.94	$181.80	to	$227.58		$87.19	$204.69
Pre & Post Construction Support	$59.43	to	$82.79	$139.51	to	$194.35		$71.11	$166.93
Senior Resident Engineer	$77.45	to	$83.91	$181.80	to	$196.99		$80.68	$189.40
Senior Inspector	$54.48	to	$74.65	$127.88	to	$175.25		$64.57	$151.57
Resident Engineer	$47.06	to	$69.33	$110.47	to	$162.75		$58.20	$136.61
Inspector	$44.34	to	$54.48	$104.09	to	$127.88		$49.41	$115.99
Office Engineer	$35.18	to	$54.48	$82.60	to	$127.88		$44.83	$105.24
Construction Documentation	$32.17	to	$41.91	$75.51	to	$98.39		$37.04	$86.95
Office/Project Administration	$24.76	to	$47.40	$58.13	to	$111.27		$36.08	$84.70

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

Overhead 105.05%

Fee 29.70%

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

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

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

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

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

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

_____

Consultant (Firm Name)

_____ _____

Signature (Authorized Official of Consultant) Date

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Jacobs Project Management Co.	
Address: 600 - 108th Ave N.E. Suite 700 Bellevue, WA 98004	Federal Aid Number:
UBI Number: 602-802-387	Federal TIN or SSN Number: 35-2321289
Execution Date:	Completion Date: Dec.31,2017
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title: On-Call Construction Engineering Services	
Description of Work: Provide on-call construction engineering services for the City's Capital Improvement Program. Consultant will augment and support City staff by providing construction engineering, contract administration, inspection, and other related services.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: $350,000.00

Index of Exhibits

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

Agreement Number:

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.

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:
Name: Bassam Al-Ali
Agency: City of Redmond
Address: 15670 N.E. 85TH St.
City: Redmond State: WA Zip: 98052
Email: BAL-ALI@REDMOND.GOV
Phone: 425-556-2743
Facsimile: 425-5562727

If to CONSULTANT:
Name: Jay Hueter
Agency: Jacobs Project Management Co.
Address: 600 - 108th Avenue N.E Suite 700
City: Bellevue State: WA Zip: 98004
Email: Jay.Hueter@jacobs.com
Phone: 425-452-8000
Facsimile: 425-452-1212

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and 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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Bassam Al-Ali
Agency: City of Redmond
Address: 15670 N.E. 85TH St.
City: Redmond State: WA Zip: 98052
Email: BAL-ALI@REDMOND.GOV
Phone: 425-556-2743
Facsimile: 425-556-2727

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 AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A / SCOPE OF WORK

CITY OF REDMOND ON- CALL CONSTRUCTION ENGINEERING SERVICES

PROJECT No.

A-DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on call construction engineering support services for the City of Redmond Public Works Construction Division. Consultant will augment and support City staff by providing construction engineering, contract administration, inspection, and other related services as may be required.

This Consultant agreement shall remain in effect until December 31, 2017. At the City of Redmond option, this contract may be extended for an additional two year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed the amount shown on the first page. 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.

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 his designee prior to beginning work.

B- CONSTRUCTION ADMINISTRATION CRITERIA

All Construction Engineering, inspection, and contract administration work will be accomplished and documented in accordance with the latest edition and amendments of the following:

1. Project - specific plans and specifications

2. Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)

3. WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction

4. WSDOT Construction Manual

5. City of Redmond Standard Specifications and Details (edition cited in the contract documents)

6. WSDOT local Agency Guidelines

7. Department of Ecology (DOE)

8. American Association of State Highways and Transportation Officials (AASHTO)

9. United State Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, as adopted and amended by the State of Washington, latest edition

C- 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-

- Participate in constructability and risk management reviews
- Develop and review specifications
- Estimate number of working days for a project

Construction activities -

- Overall construction management including coordination, preparing monthly progress reports, and processing contractor payments
- Supplement City forces by providing construction management, inspection and payment documentation, contract administration, quality control/ assurance, and document control services
- Review and analyze contractor's schedules
- Evaluate change order entitlement
- Change order development, independent cost estimates, and support negotiations
- Claim evaluation or preparation, including impact analyses
- Construction contract administration for Federal and non-Federal projects compliances

Post – Construction activities –

- Construction claim evaluation, analyses, and negotiation support
- Compile final documentation and project records
- Contract close- out activities

- Evaluate project documentation for auditing purposes

D- DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other products covered by this agreement shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of work:

One set of reports, maps, photographs, and other documents in digital format, regardless of physical form or characteristics, made or received by the CONSULTANT in connection with the transactions of this contract, as requested during construction and upon completion of the project. A specific list of documents for each project will be included in each Task Order.

E- 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.

Exhibit D

Consultant Fee Determination

Project Name: On Call Engineering Services
Project Number: TBD
Consultant: Jacobs Project Management Co.

NEGOTIATED HOURLY RATES

Classification	Max DSC	Overhead 109.56%	Profit 31.70%	Total Hourly Rate
Principal	$144.64	$158.47	$45.85	$348.96
Senior Construct Manager	$110.40	$120.95	$35.00	$266.35
Construction Manager	$85.68	$93.87	$27.16	$206.71
Senior Construction Project Manager	$110.40	$120.95	$35.00	$266.35
Construction Project Manager	$85.68	$93.87	$27.16	$206.71
Senior Construction Inspector (Field)	$74.97	$82.14	$23.77	$180.87
Construction Inspector (Field)	$57.68	$63.19	$18.28	$139.16
Senior Project Controls	$110.40	$120.95	$35.00	$266.35
Project Controls	$65.80	$72.09	$20.86	$158.75
Senior Scheduler	$110.40	$120.95	$35.00	$266.35
Scheduler	$65.80	$72.09	$20.86	$158.75
Senior Document Control	$110.40	$120.95	$35.00	$266.35
Document Control	$50.71	$55.56	$16.08	$122.34
Senior Contract Admin	$110.40	$120.95	$35.00	$266.35
Contract Admin	$65.80	$72.09	$20.86	$158.75
Senior Project Coordinator	$85.68	$93.87	$27.16	$206.71
Project Coordinator	$50.71	$55.56	$16.08	$122.34
Senior Project Administrative Assistant	$50.71	$55.56	$16.08	$122.34
Project Administrative Assistant	$34.22	$37.49	$10.85	$82.56
Subtotal:				

REIMBURSABLES

Mileage (At Federal Rate)	0.54
Reproduction (copies, plots, etc.)	Actuals
Miscellanous (Field Suppies, Data Cards, Vehicles, Gas)	Actuals
	Subtotal:

SUBCONSULTANT COSTS (See Exhibit D)

Subtotal:

TOTAL

CONTINGENCY

GRAND TOTAL

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

There isn't 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.

Agreement Number:

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Jacobs Project Management Co.
whose address is
600 - 108th Avenue Suite 700 Bellevue, WA 98004
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 City of Redmond
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.

Jacobs Project Management Co.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

I hereby certify that I am the:

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.

Jacobs Project Management Co.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Jacobs Project Management Co.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, 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.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HDR Engineering, Inc.	
Address: 500 108th Ave NE, Suite 1200, Bellevue, WA 98004	Federal Aid Number: N/A
UBI Number: 601 021 437	Federal TIN or SSN Number: 47-0680568
Execution Date:	Completion Date: Dec.31,2017
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☑ Yes ☐ No
Project Title:	
Description of Work: Provide on-call construction engineering services for the City's Capital Improvement Program. Consultant will augment and support City staff by providing construction engineering, contract administration, inspection, and other related services.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Maximum Amount Payable: 350,000

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

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:
Name: Bassam Al-Ali
Agency: City of Redmond
Address: 15670 N.E. 85TH St.
City: Redmond State: WA Zip: 98052
Email: BAL-ALI@REDMOND.GOV
Phone: 425-556-2743
Facsimile: 425-5562727

If to CONSULTANT:
Name: Karen M Doherty
Agency: HDR Engineering, Inc.
Address: 500 108th Ave NE, Suite 1200
City: Bellevue State: WA Zip: 98004
Email: karen.doherty@hdrinc.com
Phone: 425-450-6277
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

   The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and 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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

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

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

Name: Bassam Al-Ali
Agency: City of Redmond
Address: 15670 N.E. 85TH St.
City: Redmond State: WA Zip: 98052
Email: BAL-ALI@REDMOND.GOV
Phone: 425-556-2743
Facsimile: 425-556-2727

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 AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

EXHIBIT A / SCOPE OF WORK

CITY OF REDMOND ON- CALL CONSTRUCTION ENGINEERING SERVICES

PROJECT No.

A-DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on call construction engineering support services for the City of Redmond Public Works Construction Division. Consultant will augment and support City staff by providing construction engineering, contract administration, inspection, and other related services as may be required.

This Consultant agreement shall remain in effect until December 31, 2017. At the City of Redmond option, this contract may be extended for an additional two year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed the amount shown on the first page. 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.

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 his designee prior to beginning work.

B- CONSTRUCTION ADMINISTRATION CRITERIA

All Construction Engineering, inspection, and contract administration work will be accomplished and documented in accordance with the latest edition and amendments of the following:

1. Project - specific plans and specifications

2. Washington State Department of Transportation (WSDOT), Standard Specifications for Road, Bridge, and Municipal Construction (edition cited in contract documents)

3. WSDOT/APWA Standard Plans for Road, Bridge and Municipal Construction

4. WSDOT Construction Manual

5. City of Redmond Standard Specifications and Details (edition cited in the contract documents)

6. WSDOT local Agency Guidelines

7. Department of Ecology (DOE)

8. American Association of State Highways and Transportation Officials (AASHTO)

9. United State Department of Transportation Manual on Uniform Traffic Control Devices for Street and Highways, as adopted and amended by the State of Washington, latest edition

C- 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-

- Participate in constructability and risk management reviews
- Develop and review specifications
- Estimate number of working days for a project

Construction activities -

- Overall construction management including coordination, preparing monthly progress reports, and processing contractor payments
- Supplement City forces by providing construction management, inspection and payment documentation, contract administration, quality control/ assurance, and document control services
- Review and analyze contractor's schedules
- Evaluate change order entitlement
- Change order development, independent cost estimates, and support negotiations
- Claim evaluation or preparation, including impact analyses
- Construction contract administration for Federal and non-Federal projects compliances

Post – Construction activities –

- Construction claim evaluation, analyses, and negotiation support
- Compile final documentation and project records
- Contract close- out activities

- Evaluate project documentation for auditing purposes

D- DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other products covered by this agreement shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of work:

One set of reports, maps, photographs, and other documents in digital format, regardless of physical form or characteristics, made or received by the CONSULTANT in connection with the transactions of this contract, as requested during construction and upon completion of the project. A specific list of documents for each project will be included in each Task Order.

E- 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.

Exhibit D

Consultant Fee Determination

Project Name: on call engineering services
Project Number: TBD
Consultant: HDR

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 156%	Profit 30%	Total Hourly Rate	Total
Project Principal		$94.00	$146.38	$28.20	$268.58	
Sr. Construction Manager		$75.00	$116.79	$22.50	$214.29	
Construction Manager		$50.00	$77.86	$15.00	$142.86	
Sr. Inspector		$48.00	$74.75	$14.40	$137.15	
Inspector		$40.00	$62.29	$12.00	$114.29	
Electrical Inspector		$48.00	$74.75	$14.40	$137.15	
Office Engineer		$52.00	$80.97	$15.60	$148.57	
Environmental Compliance		$45.00	$70.07	$13.50	$128.57	
Claims Consultant		$94.00	$146.38	$28.20	$268.58	
Scheduler		$55.00	$85.65	$16.50	$157.15	
Estimator		$55.00	$85.65	$16.50	$157.15	
Utility Coordinator		$75.00	$116.79	$22.50	$214.29	
Field Administrator		$30.00	$46.72	$9.00	$85.72	
Project Controller		$45.00	$70.07	$13.50	$128.57	
Project Assistant		$40.00	$62.29	$12.00	$114.29	
Subtotal:						

REIMBURSABLES

Mileage					0.54	
Reproduction (copies, plots, etc.)						
Miscellanous						
		Subtotal:				

SUBCONSULTANT COSTS (See Exhibit D)

		Subtotal:				

TOTAL

CONTINGENCY

GRAND TOTAL

Exhibit E
Sub-consultant Cost Computations

There isn't 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.

Agreement Number:

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HDR Engineering, Inc.
whose address is
500 108th Ave NE, Suite 1200, Bellevue, WA, 98004
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.

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

I hereby certify that I am the:

☑ Mayer

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.

HDR, Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

HDR Engineering, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

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

Firm: HDR Engineering, Inc.

Signature

Title

Date of Execution***:

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

Agreement Number:

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, 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.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

MEMO TO: Mayor and City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: Approval of Waiver of Competitive Bidding Requirements and Authorization of Contract Approval with Granicus in the Amount Not-to-Exceed $111,055, (Including Maintenance Terms of 3 Years for the Agreement, and an Automatic Yearly Renewal of the Maintenance Agreement Thereafter), for Replacement of the City's Electronic Agenda Management System

I. RECOMMENDED ACTION

Approve the attached resolution waiving competitive bidding requirements and authorize the Mayor or his designee to enter into an agreement with Granicus to acquire and implement a new electronic agenda management system for the City.

II. DEPARTMENT CONTACTS

Mike Bailey, Finance and IS Director; 425-556-2160
Michelle M. Hart, MMC, City Clerk; 425-556-2190

III. DESCRIPTION/BACKGROUND

Prior Discussions on the Project

On January 26, 2016, staff briefed the members of the Public Administration and Finance Committee regarding the needed replacement of the City's current electronic agenda management system, Sire, a product of Hyland Corporation. Many conversations with respect to current system failures and the future plan to replace the system have been had with members of the Council for over a year now.

Issues with the Current System

The Finance Department would like to move forward at this time with the replacement of the current agenda management system due to its system failure being eminent. The product is no longer being upgraded to keep pace with our application updates and the City is experiencing more and more down-time with the system. The City purchased the Sire system and began implementation of the system mid-2013. After many months of working with the vendor to configure the product to meet the needs of the City, the Hyland Corporation provided the City with a form email stating that they would no longer be enhancing or upgrading the Sire product, as they had decided to phase out the product to make way for their own agenda management application/platform. This

information was not made known to the City of Redmond throughout any of its work with the vendor through the build of the entire system for the City's use.

The City has since experienced a steady decline in the functionality of the hosted solution; with respect to customer service support and solutions; and with respect to increasing downtime with reported failing disks, files writing disks to capacity, and a whole host of other operational and functional issues with no resolutions.

Sole Source Justification

Ordinarily, the City would follow the competitive bidding requirements for this type of software for service application; however, when the City implemented the Sire hosted solution, it did so by creating a hybrid of two systems, the Sire system, and the City's pre-existing Granicus meeting recording system. Although Granicus had its own front-end agenda management system, the City chose to implement Sire in order to provide the greatest amount of functionality not only internally for the users, but also externally regarding the public's view of the information. In addition, the City chose this route as the Sire product provides the elected officials with the use of the Sire Agenda-to-Go platform, which allows the elected officials a place in which to keep their agenda work products. At the time, the Granicus system did not provide a like platform for our elected officials in a Windows environment. The relationship of building a connector so that the two products could interface with one another has worked to-date, however, we can no longer rely on the company to keep this connector "alive." At this time, we are requesting the approval of a sole source award to Granicus in order to configure and implement the full Granicus electronic agenda management solution. In this way, the City will gain consistency throughout its process, will only be reliant on one hosted solution (as opposed to two), and will gain reliability in the functionality of the product overall.

Granicus manages the world's largest and most reliable legislative content network – containing more than 5 million government media files and public records, and maintains a 99.98% uptime track record. They currently have 63,000 government users and have retained their reputation of being the oldest, largest, and most robust agenda management solution on the market. Granicus was a "close second" in the RFP process that selected the Sire system.

What are we Buying?

- "iLegislate for Windows." Since the City's last conversations with Granicus, we have been informed they will commit to the City the availability of a platform for our elected officials for their agenda work product within a Windows environment (the equivalent of Agenda-to-Go).
- "Legistar," the Granicus legislative management suite for the City's internal agenda creation, collection, and production environment.
- "InSite," the public portal.
- "Meeting Efficiency," which provides functionality for time-stamping and automation of meeting minutes.
- "Boards and Commissions" module, which will automate the entire board vacancy and board member history processes. Public applicants will be able to

apply online for specific vacancies, and all their application data will flow directly into the system. This alleviates any manual entries being made.

- Data conversion of information contained within the existing Sire system to the Granicus environment. The goal will be to capture as much information from the old system as possible, and port it into the new system.

The Team

The Clerk's Office, Division of Finance and IS, will work with the previous process improvement project team (the Agenda Coordinators) throughout the departments during the build of the system. The Clerk's Office will also be working closely with staff in the IS Division to ensure all proper resources are allocated to the project. Additionally, we will continue to work with all agenda item creators, reviewers, and approvers to ensure we are taking into account as much input into the process as possible.

Training

Training will take place on-site and will be provided to all users of the system by Granicus in order to ensure continuity in training.

Next Steps

The City Clerk's Office will work with the Granicus company and the Mayor to negotiate the agreement within the scope of work attached hereto; will review our workflow processes and work methodologies; will design the system to meet Redmond's requirements; will train all staff; will train the Mayor and Council with respect to the website portal and the InSite portal; and will implement use of the system.

IV. IMPACT

A. **Service/Delivery**: Approval of the proposed resolution and corresponding scope of work will provide greater reliability, consistency, flexibility, and vendor support with respect to providing the City with an electronic agenda management system; both internally and externally, thus increasing functionality and transparency.

B. **Fiscal:** The total not-to-exceed amount for implementation of the hosted solution is $111,055. This amount includes 3 years of maintenance at an anticipated $20,160 annually. The amount also includes $10,000 to port over existing data from our old system, and funding to recover our data from the Hyland vendor.

The City will continue to incur maintenance costs associated with ongoing use of the Sire product until such time as full system replacement has occurred. The City currently pays $29,457.60 for annual maintenance of the Sire hosted solution.

Funding for the program will be taken from the IS Strategic Plan account.

V. ALTERNATIVES TO STAFF RECOMMENDATION

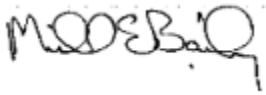
The City Council could choose not to replace the Sire system. If that alternative is chosen, staff would work within the parameters of the Sire system for as long as possible. Once a permanent system failure occurs, we would revert back to the old processes of building individual webpages and linking each item into the webpage. The consequence of this alternative would be the City would no longer be working in an all-electronic environment and all Council materials would be created manually in hardcopy format, then converted to PDF, and linked individually to the web. We would lose the functionality of automated electronic workflow and signature.

VI. TIME CONSTRAINTS

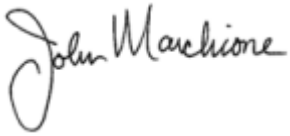
System replacement should occur as quickly as possible in an effort to avoid full failure of our current system; that timeline is an "unknown."

VII. LIST OF ATTACHMENTS

A. Proposed Resolution for Sole Source Justification
B. Scope of Work and Project Timeline



_____ **03/10/2016**
Mike Bailey, Finance and Information Services Director **Date**



03/10/2016
Date

Approved for Agenda _____
John Marchione, Mayor

CITY OF REDMOND
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR THE PURCHASE AND IMPLEMENTATION OF A REPLACEMENT ELECTRONIC AGENDA MANAGEMENT SYSTEM, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS TO PERFORM THE WORK

WHEREAS, the City of Redmond is currently working with a failing and unsupported electronic agenda management system; and

WHEREAS, the City of Redmond must replace the current system before the system fully fails and/or the vendor sunsets the product; and

WHEREAS, the City of Redmond currently has implemented and uses the Granicus product with respect to its meeting recording solution (this is the back-end of the system); and

WHEREAS, the City would benefit from continuing its current relationship with Granicus with respect to configuring and implementing this vendor's front-end agenda management solution -- providing greater flexibility; reliability; consistency through the use of one vendor; and functionality for all City staff that use the system, for the public, and for the City's elected officials; and

WHEREAS, Granicus has proven itself to be a leader in its industry and has provided top notch customer support solutions to the City of Redmond through its current working relationship; and

WHEREAS, the City Council can declare this project is subject to single-source provisions due to the need for consistency through the use of a single vendor solution; the already established relationship with the vendor; and the existing use of the vendor's meeting solution products.

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

Section 1. Waiver of Competitive Bidding. The City Council finds that the facts set forth in the recital paragraphs of this resolution are true and justify exempting the acquisition and implementation of the Granicus agenda management system from competitive bidding procedures as the City of Redmond already uses and has an established relationship with the vendor for its electronic agenda meeting recording modules. Pursuant to RCW 39.04.280, the City can exempt the purchase from the ordinary process because the purchase is clearly and legitimately limited to a single-source of supply. Any contrary bidding or selection requirements in State law or City ordinance are hereby waived due to the nature of this work.

Section 2. Authority to Contract. The City Council hereby authorizes the Mayor or his designee to negotiate and execute a contract to carry out the necessary work to acquire and implement a new electronic agenda management system known as Granicus, pursuant to the single-source justification and pricing information as set forth in Attachment B to the corresponding agenda memo.

ADOPTED by the Redmond City Council this _____ day of _____ _____, 2016.

APPROVED:

_____
MAYOR, JOHN MARCHIONE

ATTEST/AUTHENTICATED:

_____
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

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

GRANICUS

City of Redmond, WA

Scope of Work Proposal

Legistar and Meeting Efficiency (For Existing Clients Only)

DOCUMENT VERSION 1.1

(CONFIDENTIAL)

March 8th, 2016

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1. PURPOSE AND USAGE

The City of Redmond, WA ("Client") has selected Granicus, Inc.'s ("Granicus") Legistar and Meeting Efficiency as the platform for automating the legislative workflow process. It will have an organization-wide impact as it will be used to streamline all the steps needed to create legislation, from the initial departmental drafting stage through the various phases of review, edit, approval, and final adoption. It will also streamline the online publication of agendas, minutes, and other types of legislation.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and implementation services by Granicus. The content of this document is subject to review by both Granicus and the Client.

Once the Services Agreement ("Agreement") is executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services described in this proposal.

2. ASSUMPTIONS

This proposal is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects to the Client's known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

2.1 Global Assumptions

1. The public-facing portal, named InSite, for citizens and other Client employees who wish to research or review legislation will be configured with certain elements from the Client's website. Granicus will do this configuration as part of the setup.
2. Granicus believes the proposed components to be compatible with the Client's IT environment and hardware, but has not tested the software with all aspects of the Client's IT environment.
3. Client must be an existing Granicus client with: Open Platform and Government Transparency with one (1) or more encoders.
4. Client is responsible for providing a reasonable technical resource with experience, knowledge, and skills, including but not limited to: Webmaster and/or basic networking and systems. Please see Section 2.3 below for more details.

5. Client shall provide all information, data, and documentation reasonably required by Granicus to deliver the services, products, and system. With respect to any software, documentation, interfaces, data, or specifications supplied by the Client, the Client warrants to Granicus that it has the right to use and to disclose to Granicus all Client information so provided.

2.2 Project Management Assumptions

1. Success of the project is dependent on both Granicus and the Client's commitment to collaborating on and performing the tasks and obligations described in this Scope of Work. Granicus assumes that the Client will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Granicus expects that a decision will be elevated to the appropriate Client management level to make a decision in a timely manner.

2. Client will perform its obligations and render the assistance described in this Scope of Work in a timely manner and in a manner as to adhere to the final schedule. In the event that Granicus is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Granicus, including without limitation, the inability of The Client to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Granicus will be entitled to an equitable adjustment in the timetable and compensation as set forth in the Agreement.

3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the Agreement. Please see Section 9 for further details.

4. Granicus will provide status reports as needed to the Client Project Manager.

2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Legistar and Meeting Efficiency implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

2.3.1 Key Granicus Team Members

1. Granicus has assigned a Project Manager for this effort. The escalation process in the event of the Project Manager's inability to respond to Client needs will be directly to Granicus' Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).

2. Granicus will assign the following team roles to the Client implementation:

    a. Business Analyst

    b. Account Manager/Sales Executive

    c. Designer

    d. Solution Validation Engineer

    e. Product Trainer

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

2.3.2 Key Client Team Members

It is important for the Client to create a solid project team for a successful Legistar and Meeting Efficiency implementation. Below are the recommended project team members:

1. **Project Manager:** The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager will have signature authority for the acceptance of deliverables by Client. The Project Manager's responsibilities will also include, but not be limited to:

    a. Collaboration with Granicus resources on the project schedule deliverables;

    b. Coordination with key stakeholders, representatives, and decision makers;

    c. Facilitation of timely decision-making and resolution of issues; and

    d. Coordination of Client resources for decision-making, project management, testing, training, etc.

2. **Legistar Administrator:** The Legistar Administrator should be a person who is closely involved with the legislative process: from the approval process of legislation to the creation of minutes. This person should consider him or herself computer-savvy. The Legistar Administrator is responsible for maintaining the administration tab, managing the configuration of the system, user management, etc. in Legistar. The Legistar Administrator's responsibilities will also include, but not be limited to:

    a. Collaboration with Granicus resources on the project schedule deliverables; and

    b. Coordination with key stakeholders, representatives, and decision makers.

3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that Legistar is deployed properly and helps solve IT issues that might arise.

4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.

5. **Backup Legistar Administrator:** This Backup Legistar Administrator will serve as the backup to the Legistar Administrator and preferably has a solid understanding of the legislative process of the Client jurisdiction—from the approval process of legislation to the creation of minutes—as well as a good level of technological skills.

6. **Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on the Client's unique workflow.

2.4 Training Assumptions

1. Client will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the project plan. It is critical that senior personnel from the Client attend all necessary training in that they will be the people that the junior people come to for assistance.

2. Granicus assumes that the Client will provide a training facility suitable for those purposes and in a timeframe supported by the project plan.

3. Granicus will provide the Client with information on how to set up Client computers for Legistar training. Client will follow instructions on how to prepare computers for training prior to the Granicus Trainer's arrival onsite.

4. Granicus requires that all Client personnel participating in the system training be proficient on Windows, i.e. familiar with drop down menus, mouse navigation, etc. Granicus' experience has shown that without such training, the system training can be disruptive for the other staff and the trainer.

5. Granicus will train a core group of users onsite. These users will be responsible for educating others within the Client organization after formal Granicus training ends (the "train-the-trainer" approach).

2.5 Scope and Cost Assumptions

1. Both Granicus and the Client will follow a Change Order Process for handling any work that is not defined in this Scope of Work. The Change Order Process is jointly managed by the Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.

2. Requested Client changes to the Scope of Work may increase project costs or introduce timeline delays.

3. BUSINESS OBJECTIVES

The business objectives to be achieved by this project are as follows:

1. Streamline live meeting processes into a workflow that combines minutes with meeting recordings.
2. Perform tasks associated with capturing and publishing minutes electronically.
3. Substantially reduce hardcopy printing of documents related to meetings.
4. Streamline business process and workflow throughout the legislation process: from drafting through adoption and filing.
5. Perform tasks associated with legislation drafting, review, approval, and filing process electronically.
6. Automate the agenda management process.
7. Provide historical tracking and reporting on all legislation initiated in the new system.
8. Substantially reduce hardcopy printing of documents related to legislation proposals.
9. Receive training for all members of the organization through a "train-the-trainer" concept.
10. Provide a public interface for legislation-related information.

4. PROJECT PHASES

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution. Project kickoff cannot occur until all of the following prerequisites have been completed.
    a. Solution Validation Conference Call
    b. Completion and delivery of the Technical Information Form
    c. Completion and delivery of Legistar People List: http://tiny.cc/nmb33x.
    d. Completion and delivery of configuration questionnaire
    e. Granicus will deliver standard Legistar reports (i.e., agendas and minutes) for assessment by Client. If Client opts not to use standard Legistar reports, additional project scoping for design work will be necessary and is considered out-of-scope.

2. **Project Kickoff and Deployment Phase:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles.
    a. Key project team members from the Client side will be required to attend this call.
    b. Project timeline will be delivered (within 48 hours of Kickoff Call).
3. **Legistar Database and InSite Page Creation:** The Granicus IT Team will create a Legistar database and an InSite page. Standard reports will be loaded into the system.
4. **System Configuration:** The Business Analyst will conduct system configuration meetings with Client users to review, refine, and confirm requirements for the business processes defined under the Scope of Work. During each call, the database will be configured to reflect Client workflows and processes. The five needs analysis calls (NACs) are organized as follows:
    a. Legislative Files, Tabs, and Fields
    b. Approval Tracking System (ATS)
    c. Agendas
    d. Minutes
    e. System Security
5. **Training Readiness and System Review:** The Granicus Project Manager and Client Team will review the solution's components. By this stage, the solution will be fully operational: software (and hardware, if applicable) will be installed and available for Client use.
6. **Training:** The assigned Product Trainer will work with Client on full product training, including: agenda preparation, drafting, approval, publishing to InSite, live meeting workflow, video editing, and minutes processing, editing, and publishing.
7. **Scope of Work Complete/Go-Live Period Commences:** In this final stage of the implementation, the project will formally close and Client will be introduced to the Granicus Customer Care Advocate who will be the liaison between the Client and the Granicus Customer Care Team for a period of 30 days. After the initial 30-day period, the Client will have direct access to the Customer Care Team. This is also the period of time during which the Client will begin using Legistar concurrently with its previous process for agenda preparation. The exact amount of time may differ for each client (Granicus suggests one or two meeting cycles.)

5. SCOPE OF WORK

5.1 In Scope

Included in this project, the Client will receive:

1. One production database, the Legistar Client, and InSite (internal and public facing website). The licensing for this solution is considered to be a site license.
2. Live recording of actions, notes, speakers, and attendees through LiveManager. These recordings import directly and automatically into Legistar, automating the minutes process.
3. Configuration and support for one meeting body.

   For the purposes of this project, a meeting body is understood to mean a body that requires:

   a. A unique agenda template;
   b. A unique minutes template;
   c. Any other unique template or report; and/or
   d. A separate meeting type, title, or purpose.

   Additional meeting bodies are considered out of scope. Please inquire further with your Account Manager if you desire to have additional meeting bodies.
4. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:

   a. Legislation Drafting and Submission: departments or meeting body initiates legislation.
   b. Legislation Review and Approval: draft legislation delivered to departments or meeting body for review.
   c. Introduction and Referral Process: legislation introduces to meeting body.
   d. Agenda Management: creating meeting body agendas, providing supporting material, and managing status of agenda items (i.e., withdrawal, held, etc.).
   e. Minutes Management: creating meeting body minutes, providing supporting material, and managing status of minutes items (i.e., voting results, actions, attendance, etc.).
   f. Amendment: can be recorded at every point of the legislative process.
   g. Bill Closeout: record approval and digital filing, automatically assign enactment numbers during automated legislation finalization.
   h. Version Control/Amendments: full version control of legislative files (not attachments) throughout the legislative cycle.
5. Electronic legislative history tracking and reporting: ability to research previous legislation created within the system and report on it.

   a. Granicus provides a selection of standard reports for different purposes. Granicus will deliver these reports as part of the functionality of the system. Utilization of any or all of these reports is at the Client's discretion:

The list of default reports can be viewed here: http://tinyurl.com/oanlamr. Any report changes that require changes to the core application code are considered to be custom reports and are considered to be out of scope.

6. Development of up to 25 workflows for the primary meeting body that can be used concurrently, allowing unique departmental processes to be tracked electronically. Additional workflows can be created by internal users and training will be provided on how to do so during System Administration Training.
7. Creation of InSite, a central online legislation repository.
8. InSite can be customized if needed or desired in the following ways:
    a. Insertion of a header/banner image at the top of InSite (Client can specify or Granicus can pull an image off of its homepage). The image should be at least 100px high, logos are preferable.
    b. Creation of standard player page with Client header
    c. InSite color theme. Please select one from the following options: http://tiny.cc/091e5x
    d. Removal any of the default tabs (e.g., People, Council, and Departments)
    e. Change of any of the captions/labels (e.g., changing "Legislative Text" to read "Staff Report" or changing "Calendar" to read "Schedule")
    f. Remove fields or captions
    g. For existing Clients: a tab created to point to the existing view pages.

    Note: InSite is not developed or supported when used as an iFrame. Individual colors in the text/design elements cannot be individually changed. InSite must use the theme system.
9. ATS (Approval Tracking System/Online Approval System). (Please note: this is a default component of the Legistar system. Some clients, however, choose not to receive it with their solution or to not implement this feature. Please contact your Account Manager or Sales Associate with any questions regarding these options and what will work best for your solution.)

    a. Granicus will review the approval tracking sequences with the Client on Needs Analysis Call #3 and configure up to twenty (20) complete sequences.

    b. Should the Client require more than twenty (20) approval tracking sequences, the Client project team is responsible for setting up the additional sequences.
10. Training Classes. Training classes are typically limited to 15-20 people per class. The Client is expected to use the train-the-trainer approach to train other employees/staff.
    a. Legistar Administration Training: Two 3-hour sessions.

b. Legistar On-site Training: Three full, consecutive days of training, usually held from 9 am until 5 pm. The plan is currently geared towards an Open Platform, Government Transparency, Meeting Efficiency, and Legistar Client. Should the other product training not be relevant to the Client, the training plan will be adjusted accordingly.

Additional training is considered out of scope. It will need to be purchased separately and can be obtained by contacting the Granicus Sales Executive or Account Manager.

11. Access to reference and support materials and documentation.

12. Integration and validation with other Granicus solutions.

13. API Integrations. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and, conversely, exporting data to a third party system. Granicus will provide its APIs, as well as any existing documentation, to the Client upon request. Any modification to the API is considered out of scope and described in 5.3.3 section below.

Note: Different design elements of different solution components have different configuration options that can be selected by the Client and implemented by the Granicus Project Team. If the Client has any questions regarding the design of the solution, the Client should contact the Project Manager for additional information.

5.2 Additional Components

This section lists optional components that are available to include in the Client's Legistar solution for an additional fee.

1. Training Database

2. Municode Integration

3. Laserfiche Integration

5.3 Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with its Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Additional equipment, templates, production environments, or other configuration services above the quantities listed in section 5.1 above.

2. Sectioned/customized view pages that have embedded video players and/or customized graphics, animations, or interactions.
3. Data conversion and migration of historical data into Granicus.
    a. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise make available any data not originally generated by a Granicus product to appear or be utilized in a Granicus product.
    b. Common scenarios include (but are not limited to):
        i. Moving previous video data captured by another system or process into Granicus software; or
        ii. Moving previous agenda, minutes, legislative documents or data into Granicus software.
    c. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope. Data migrations are billed by a combination of flat fees, as well as the current professional services rate per hour. Consult your Sales Associate or Account Manager for details.
4. Creation of custom reports.
    a. A custom report is defined as a report that requires modifications to the core application code in order to achieve a desired format or purpose.
    b. Examples of out-of-scope custom reports include, but are not limited to:
        i. Creating a brand new data field that does not exist on any report or existing database; or
        ii. Having data that displays on one type of report display on another.
        iii. Adding a second logo to a report.
        iv. In general, modifications to formatting (font, size, or justifications), or hiding or moving certain data elements on a single report, are not considered custom reports, and are thus considered "in-scope".
    c. The creation of any custom reports requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate. Consult your Sales Associate or Account Manager for details.
5. API Integrations.
    a. Examples of out-of-scope API requests include, but are not limited to:
        i. Requests to make modifications to API functionality to accommodate any third party integration.
        ii. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need.

iii. Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration.

iv. Any request for support regarding a third party integration not created by Granicus or its contractors.

v. Any other API integration not clearly defined by this original scope of work.

b. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate. Consult your Sales Associate or Account Manager for details.

6. Product changes or enhancements

a. If the Client wishes to make a feature or produce change request, it may do so at any time through its Granicus Account Manager, Granicus Client Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.

b. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.

c. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

6. PROJECT DELIVERABLES

6.1 Description of Deliverables

Legistar offers a complete and automated agenda workflow solution. Clients can create agenda items and assign them to the appropriate agenda, making agenda creation seamless. Item approvals are managed automatically—approvers are notified when it's their turn to review. The Client can seamlessly export agenda data to the Granicus iLegislate to view published agendas and support documents, take notes and more through the iLegislate application. The Client can capture all meeting actions after the meeting into the public record. Also, the Client is able to organize and store electronic documents of most file formats in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. This product also allows the Client to track legislation from inception through approvals and actions taken by all acting bodies. The feature list includes:

1. Agenda item drafting;
2. Electronic approval process;
3. Agenda packet generation and publication;
4. Document organization, storage, and retrieval;

5. Continuous legislative workflow; and
6. Legislative data tracking and search.

6.1.1 Key Benefits

User Interface

Legistar provides an automated methodology for managing legislative information. The home screen displays the appropriate tools based upon an individual's security permissions and the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending his or her approval. This main menu provides immediate access to general reports and statistical data as well as instant search features and reporting on search results.

Easy-to-Use Help Functionality

Granicus provides comprehensive online help features at all screen levels that is logically organized and easy to use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Users can find topics from the tree menu or keyword search and find "how to" instructions on all functions. The "Help" key provides categories, including: topics specific to the task or function they are performing, the ability to submit a new feature request ("Wish List"), and other help functionality. "Help" consists of both tutorial assistance and helpful tips.

6.1.2 Legislative File Assembly

Create a Legislative Item

Legislative files are used to build all documents assembled and published through the system (agenda items, resolutions, minutes, etc.).

The system generates a unique ID tracking number for each new legislative file. Separate automatic numbering may also be used for enacted ordinances, resolutions, and general file numbering, or the operator may enter a unique identifier. The Client can define the numbering syntax to match its current numbering style, as closely as possible.

Legislative files may include:

1. File Type and current File Status,
2. File Number and/or separate Legislative ID,

3. Introduction, Final Action and Variable Dates,
4. Associating Costs of Matter,
5. Controlling Body
6. Legislative Sponsor or Author (one or more),
7. Requesting Department/Organization,
8. Variable User Defined Data and Date Fields,
9. File Name and Description (variable length), and
10. Indexed Keywords (one or more).

All data fields are automatically indexed by the system and may be used individually or in combination with other fields for fast information retrieval. With dynamic entries, search is easy. Users can instantly search all text fields for a name, term or other identifier in one step. Granicus creates and maintains a dynamic link between the legislative tracking data described above and the text for each action file. Commonly used search criteria can be saved for each user. The text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

Draft a Legislative File

The Granicus system includes a complete file-text-drafting tool set that allows the Client to store and use any number of different templates. The drafting editor includes a complete set of drafting tool including predefined standard text template available for a specific file type. Additionally, a user can draft a new agenda item based on text from a different file altogether (e.g., a similar past file, an outside Word file, or other imported text). Other standard features include file version control, user definable data fields, spell checking, and more. The drafting toolset includes:

1. Any number of predefined drafting templates;
2. Text File import for outside documents using Microsoft Word;
3. Spellcheck library with user-defined exception dictionary;
4. Active common phrase library for repetitive sentences, descriptions, and more;
5. Auto-save and section recognition function to automatically populate the Agenda Title and other appropriate sections; and
6. Version control management including saving edited versions using Tracked Changes in Word.

Additionally, the Client can define certain required fields that must be completed in order to process the request, such as a dollar amount. This control not only facilitates the pre-

introduction review steps but also helps reduce any redirects associated with missing or incorrectly drafted information.

Drafting Tools

The Client has the option of using a Rich Text Format (RTF) text editor or Microsoft Word editor for drafting legislative file. The best practice is to use the RTF text editor.

6.1.3 Smart Calendar Management

Overview

Legistar gives the Client the ability to schedule, store, and track all dates, times, and locations of its meetings. The Client can schedule as far into the future as needed and publish all dates to its public legislative portal. This feature also allows users to manage items and automatically includes them on the appropriate agenda without having to predefine agenda dates for all meeting bodies. The unique Smart Calendar feature makes certain that items are never lost or forgotten and are always acted on by the appropriate body.

Preparing Agenda Items Based on Dates/Schedules

The system automatically places an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. This feature gives users flexibility in managing item placement as well as guaranteeing that items will be acted on and never misplaced. When assigned, file agenda dates are color coded to provide a quick visual reference that indicates past, present, or future agenda assignment dates.

The calendar function provides three options for placing an item on an agenda:

1. The requestor may open the calendar icon and select a specific date, if known;
2. The requestor may enter a general date and the system will automatically place the item on the next appropriate meeting agenda on or after that date; or
3. The requestor may leave the agenda date field blank and the system will automatically place the item on the next appropriate meeting agenda, once all the approval criteria (should Client have an approval criteria) is met.

An item will not be placed on the agenda unless the appropriate approvals have been logged or until an authorized individual sets the status to another defined item.

Calendar Publication

End users will have immediate access to a dynamic calendar of all meetings or other events. Staff, board/committee members, and citizens can view schedules along with agendas and minutes through an Internet browser.

The fully integrated calendar uses a dynamic link to the meeting records stored in Legistar. Simply add a new meeting, and the scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. All related public file information is automatically included and dynamically linked to the agenda record in this single online screen form. Staff and citizens can drill down to information such as individual files, attachments, related files, sponsors, previous actions, and vote information.

6.1.4 Automated Agenda Assembly

Customize Agendas for The Meeting Body

Legistar includes the ability to automatically generate and format unlimited agendas for the primary meeting body. The entire agenda assembly methodology is identified and defined by the Client's current workflow during implementation. The system automatically gathers and compiles the appropriate data for the meeting body's agenda.

iLegislate: Paperless Agenda Application for the Apple iPad® and/or Android® Tablets

iLegislate allows staff and elected members to review paperless agendas, supporting documents and take personal notes all through an iPad and/or Android devices.

6.1.5 Legislative Task and Activity Tracking

In addition to the agenda item approval tracking, Legistar tracks the path of each ordinance, resolution, and other legislation with a series of historical records marking the life of the issue through the legislative process. Each historical record can be described by legislative actions: referrals, responses on a referral, reasons that an action was taken, or any discussions or background information that led up to that action.

For each tracked agenda item, the system captures the following data in the historical record:

1. Action taken and date verbatim action notation and full minutes text;
2. Version of the text file that was current when the action was taken;
3. Target of the action (e.g., to whom a referral is being sent);

4. Date returned (used for referrals);
5. Due date, if any (used for referrals); and
6. Mover, seconder, and individual votes.

Individual routing entries, version changes, final approvals, and other file events are automatically captured by the system and can be queried, displayed, and included in appropriate reports.

6.1.6 Public Access

Standard Website Integration

Through Insite, Legistar offers legislative information that incorporates elements of the look and feel of the Client's branded website and is publicly accessible, unless specifically requested otherwise. InSite provides a complete browser-based solution for organizing, searching, printing, and otherwise accessing public information. InSite offers the ability to search, sort and export data to Excel, Microsoft Word or PDF.

InSite includes the following features:

1. **Legislation Research**: Allow staff and public users to access legislative file information and reports through the Internet. All publicly available legislative files, supporting documents and attachments, important dates, and more can be accessed online at any time.
2. **Meetings and Events Calendar**: Provide public access to a dynamic calendar of all board, committee, or other scheduled meetings and events. Staff, board members, and citizens can view schedules, agendas and minutes through an Internet browser. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month or an entire year. Plus, the PDF Server automatically converts Excel, Word, MS Office documents, and other file attachments to PDF documents.
3. **Departments and People:** The Departments and People tab allows the public to search, view, or contact council, committee, and other elected and/or appointed members through the Client website. Staff, board members and citizens can view Client representation information, open positions, terms of office, vacancies, and more. As office membership or personal information is added or changes, updates automatically appear on the public legislative portal under the Departments and People tab.
4. **Vacancy Tracking and Online Applications:** Display vacant positions for all meeting bodies. Staff, citizens, or other interested parties can download a Client-defined application form, apply for a position online, and attach a resume or application form with a signature. Legistar includes the ability to track and display vacancies of a department's open public positions. The system can provide open vacancy position reports on demand and allow people to download an application. Users can also

subscribe via RSS feeds and monitor when a position opens. Basic vacancy reporting features can be expanded further with the comprehensive Granicus Boards and Commissions Module (an additional component).

5. **Streaming Video and/or Audio**: Legistar allows Clients to provide the public with a recording indexed to an agenda or minutes document.

6.1.7 Search Legislation and Subscribe to Online Notifications

InSite includes a number of search and communication tools that allow users to be notified when information of interest is published. Users can also provide feedback to representatives or share search results over social networking sites. Subscription and share features include:

1. **RSS and Alerts:** Staff and citizens can subscribe to content get real-time updates on items of interest.
2. **Social Bookmarking**: Social bookmarking allows users to store, organize, search, and manage agenda bookmarks. Our customized web portal allows users to save web page links that they want to keep and/or share. These bookmarks can be saved privately, shared only with specified people or groups, shared inside certain networks, or another combination of domains.
3. **Advanced Search:** Granicus provides advanced search capabilities. It allows the search of all legislative data, including meeting videos, if available. Filter searches by date, item status, department or meeting body, and more. Results take the user to the specific record or the point in the meeting video when the searched topic was discussed. The search engine allows users to perform an unlimited number of search parameters at the same time and do complex inquiries in a single pass. These search qualities are available both internally for staff and to the public via Insite.

6.1.8 Legistar System Reports

Reports can be generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information and produce all requested documents in specific formats: Agendas, Certifications, Notices, and Minutes. The user may also specify the printing of any subset(s) of pages of a report, rather than the entire report.
Please refer to Section 5.1.4.a of this Scope of Work for information on standard report types.

These and other system generated reports may be previewed, directed to a printer, saved to a local directory, or exported in PDF or HTML format for later use or transmission. In addition, a number of table and status reports are included with the system and can be generated on demand by system users.

6.1.9 Automated Minutes Annotation

Automated minutes annotation is available for clients that have purchased Open Platform, Government Transparency, and Meeting Efficiency. All Legistar Clients can complete minutes in Legistar without Open Platform, Government Transparency, an encoder, or Meeting Efficiency.

7. PROJECT DELIVERABLES REVIEW AND APPROVAL

All deliverables must be signed off on by the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client Project Manager will manage the internal testing and review process to ensure completion with the Client project team. Pending support tickets, unresolved bugs, and additional design-related requests that are received after the post-training design call will not prevent a project from reaching final sign-off. Client will continue to receive full support from the Granicus Customer Care team after project closure.

8. POST-CLOSURE ISSUE REPORTING

Client will notify Granicus if there are any issues preventing them from successfully using the solution. On or around final sign-off, Client will receive information on how to contact the Granicus Customer Advocate as well as the Granicus Customer Care Team.

9. PAYMENT SCHEDULE

Payment is to be made based upon the terms set forth in the Agreement.

GRANICUS

10. GENERAL PROJECT TIMELINE, ASSOCIATED TASKS, AND PAYMENT MILESTONES

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on the Agreement.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	**Pre-deployment Activity Phase**	**Client, Granicus**	**Tasks completed before official project initiation to ensure smooth and successful project deployment.**	**6 days**
2	Agenda/Minutes Documents Sent for Assessment	Client	The purpose of the Granicus document assessment process is to deliver the best possible automated workflow solution to the Client. After the submission of current agenda and minutes documents to the Granicus Account Manager via email, our Design Team will review and analyze how they will integrate with Granicus and what changes, if any, should be made to optimize the solution.	1 day
3	Document Assessment	Granicus	During the assessment process, the Granicus Design Team will identify key document information and review the general capabilities of Client documents and workflow. Any recommendations on how to increase the efficiency of the workflow will be submitted to Client PM for Client approval.	4 days

4	Review Document Recommendations	Client	Based on the information communicated during the previous step, the Client PM will review and provide written approval of the assessment, along with any changes, by email to the Account Manager. If there are any questions or concerns, Granicus designers are always available to discuss possible solutions. Any design changes that are not part of the original scope of work may be subject to a professional services charge.	3 days
5	Document Assessment Complete	Granicus	Upon the receipt of written acceptance of the document assessment by Client PM, the document assessment process is complete and any changes will be implemented.	1-7 days
6	Send Technical Information Gathering Form	Granicus	Granicus Account Manager will send the Client PM a Technical Information Gathering Form. The form is used to gather general technical information that is crucial to ensuring a smooth and correct installation of the Granicus Solution. It is sent during the solution validation phase and is to be completed by the Solution Validation Call.	1 day
7	Complete Technical Information Gathering Forms	Client	Client Team will fill out and electronically submit the forms delivered in Task 6. The forms should only take about a half-hour to complete.	4 days
8	Solution Validation Call	Client, Granicus	The Solution Validation Call is the opportunity to discuss Client current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution. At a minimum, the Client PM, Client System Administrator, and Client IT Lead should participate in the call.	1 day

9	Service Agreement Executed	Client, Granicus	Joint execution of service agreement by legal representatives is required before the project can proceed.	1 day
10	**Billing Milestone 1**	**Client, Granicus**	**Granicus will invoice and Client agrees to pay the first installment as per Agreement.**	
11	**Deployment Phase**	**Client, Granicus**	**The majority of software installation and configuration occurs during the Deployment Phase.**	**90 days**
12	Schedule Project Kickoff Call	Granicus	Granicus will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days
13	Email Kickoff Call Agenda and Related Material	Granicus	Granicus will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day
14	**Kickoff Call**	**Granicus, Client**	**This is typically a one-hour call during which the project team is introduced, the solution being deployed is reviewed, and all training and Needs Analysis Calls (NACs) are scheduled.**	**1 day**
15	Email Project and Training Plans and Agendas	Granicus	The Granicus PM will follow up the discussion on the Kickoff Call with an email to the Client PM detailing the proposed project plan. The Granicus Trainer will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed training plan and agenda.	1 day
16	Create Granicus Open	Granicus	Granicus will create the Client's granicus.com site, if it has not already	1 day

	Platform (MediaManager Site)		been created.	
17	Order Legistar Database	Granicus	Granicus project team will order the creation of the Legistar database and InSite.	1 day
18	Create Legistar Database and InSite	Granicus	Granicus IT creates Legistar Database and InSite.	2 weeks
19	Send Legistar Installer	Granicus	Granicus will send an email to the Client, detailing how to download and install the Legistar software.	1 day
20	Create Core Team User Accounts	Granicus	Granicus will create user accounts for the Client Project Manager (and other core project team members if requested).	1 week
21	Verify Network and System Requirements for Legistar Installation	Client	Client will ensure that all network and systems requirements contained in the information sent with the Legistar Installer have been met.	1 week
22	Download and Run Legistar Installer	Client	Client will download and install the Legistar software on each computer	1 week
23	Verify Legistar Installation	Client	Client will follow the steps contained in the Legistar Technical Solutions Guide to validate that the installation was successful.	1 week
24	Database Configuration	Granicus	Granicus will prepare the Legistar database so that it is ready to begin customizing during the NACs.	5 days

25	Needs Analysis Call 1	Granicus, Client	This will be a two-hour call between the Granicus Business Analyst and the core project team that will address one of the following categories: Legislative Files, Agendas, Minutes, Approval Tracking, or System Security/User Groups.	1 day
26	Needs Analysis Call 2	Granicus, Client	This will be a two-hour call between the Granicus Business Analyst and the core project team that will address one of the following categories: Legislative Files, Agendas, Minutes, Approval Tracking, or System Security/User Groups.	1 day
27	Needs Analysis Call 3	Granicus, Client	This will be a two-hour call between the Granicus Business Analyst and the core project team that will address one of the following categories: Legislative Files, Agendas, Minutes, Approval Tracking, or System Security/User Groups.	1 day
28	Needs Analysis Call 4	Granicus, Client	This will be a two-hour call between the Granicus Business Analyst and the core project team that will address one of the following categories: Legislative Files, Agendas, Minutes, Approval Tracking, or System Security/User Groups.	1 day
29	Needs Analysis Call 5	Granicus, Client	This will be a two-hour call between the Granicus Business Analyst and the core project team that will address one of the following categories: Legislative Files, Agendas, Minutes, Approval Tracking, or System Security/User Groups.	1 day
30	Add InSite Graphic Elements	Granicus, Client	Granicus will customize InSite to reflect Client's branding.	5 days

31	Select InSite Color Scheme	Granicus	Granicus will customize InSite to reflect Client's branding.	5 days
32	Verify InSite Design Elements	Granicus, Client	Granicus will present InSite customizations to Client for approval.	5 days
33	Prepare and Validate Crystal Reports Templates	Granicus	Granicus will customize Agenda/Minutes templates based on Client's requirements, if needed.	21 days
34	**Deployment Complete Milestone**	**Granicus**	**This milestone marks when the system will be configured and ready to demonstrate to Client team. Granicus will invoice and Client agrees to pay any remaining fees per the Agreement.**	
35	Send Deployment Complete Notice	Granicus	Granicus will send an email informing Client of the Deployment Complete milestone.	1 day
36	Workflow Review Call	Granicus, Client	Granicus and Client's core project team will review the Legistar system, as it has been configured during the NACs, to perform a final validation of those changes and introduce the Trainer to any workflow elements that are unique to the Client's setup.	1 day
37	Admin Training	Granicus, Client	These are instructor-led, online training classes. These are introductory sessions that review the administration of Legistar.	1-3 days
38	Onsite Training	Granicus, Client	These are onsite training sessions that will be customized by the Trainer to meet Client’s needs.	1-5 days

39	**Training Complete Milestone**		**This milestone marks the end of the Training Phase, and the beginning of the Go-Live phase.**	
40	Design Verification/ InSite Call	Granicus, Client	This purpose of this call is to go over any remaining changes that are required of the Agenda/Minutes templates and InSite.	1 day
41	Configure InSite Tabs and Layout	Granicus	Granicus will implement any InSite changes that were discussed during the Design Verification/InSite Call.	1-5 days
42	Finalize Report Design	Granicus	Granicus will implement any Agenda/Minutes template changes that were discussed during the Design Verification/InSite Call.	1-5 days
43	Obtain Acceptance from Client	Granicus, Client	Granicus will verify with Client that all applicable items in the Scope of Work have been completed.	1 day
44	**Scope of Work Complete Milestone**		**This milestone marks when the system is live and the Client is ready to transition its support to the Customer Care team. Granicus will invoice and Client agrees to pay any remaining fees per the Agreement.**	
45	Transition Project to Granicus Customer Advocate	Granicus	Granicus will introduce Client to the Granicus Customer Advocates who will assist the client with any technical or usage issues, for a period of thirty days, after the transition from the project team.	1 day
46	Transition Project to Customer Care	Granicus	Granicus Customer Advocate will send Client information on how to contact Customer Care team.	30 days
47	Test Meeting Cycles	Client	This period will be a soft-launch of Legistar during which the Client team should complete an entire meeting cycle both in Legistar and	Ongoing

			using its existing system, to ensure that there are no issues with the Legistar implementation.	
48	**Go-Live**	**Client**	**This is the point at which the Client begins using Legistar as its sole agenda management solution.**	**Ongoing**

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Adoption of Comprehensive Plan Amendment Regarding Economic Competitiveness and Fees**

I. RECOMMENDED ACTION

Adopt amendments to the Redmond Comprehensive Plan as shown in Attachment A, adding a new policy EV-23; revising policy EV-22; and adding new introductory text prior to existing policy EV-22.

II. DEPARTMENT CONTACTS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Lori Peckol, AICP, Policy Planning Manager, 425-556-2411
Jason Rogers, Senior Planner, 425-556-2414

III. DESCRIPTION/BACKGROUND

This is a Comprehensive Plan Amendment requested by OneRedmond. OneRedmond proposes to amend the Economic Vitality Element to add a policy to ensure that the impact to Redmond's competitiveness to attract new investment and job creation is considered when developing and discussing new or revised impact fees or other fees. The proposed Comprehensive Plan Amendment would add new introductory text prior to existing policy EV-22, revise EV-22 to lead with an active verb, and add a new policy EV-23 which calls for consideration of the effect and competitiveness of tax and fee structure on development and the business community as part of decisions on functional plan updates and fees.

Planning Commission Review

The Planning Commission reviewed this proposed amendment in October 2015 and held a public hearing on October 21, 2015. The Commission discussed issues including implementation, current impact fee levels, the statutory basis for impact fees, and the process for setting impact fees. Commissioners concluded, by a vote of 3-1 that the proposed amendment is consistent with Comprehensive Plan policies that support economic vitality as a key component of Redmond's vision and would provide policy direction to consider factors not presently identified by the Comprehensive Plan when setting and updating impact fees. One Commissioner submitted a minority report which identified equity and the relationship of the proposed amendment to the Comprehensive

Plan, Countywide Planning Policies, and Growth Management Act as areas where the proposed amendment is inconsistent with adopted policy.

Business Fee and Tax Advisory Committee

Following the Planning Commission's discussion and recommendation, staff presented background information about impact fees and the recommended amendment at the first meeting of the Business Fee and Tax Advisory Committee (BFTAC) on November 12, 2015. BFTAC recommended that the wording of the recommended amendments be refined to address the impact of the City's overall tax and fee structure, rather than fees alone. Staff briefed the Planning Commission on BFTAC's comments and neither the Commission nor staff have concerns. Staff proposed refinements to reflect BFTAC's comments are included as part of the proposed ordinance (Exhibit 1 to Attachment A).

City Council Review

The table below summarizes Council communication and actions. Council members discussed several issues, which are included in Attachment B, at the study session on February 9, 2016.

Council Actions/Communication

Date	**Action/Committee Presentation**
January 12, 2016	Planning and Public Works Committee
February 2, 2016	Council Staff Report
February 9, 2016	Council Study Session
March 15, 2016	Council Action

IV. IMPACT

A. **Service/Delivery**: The consideration of economic competitiveness called for by the proposed Comprehensive Plan amendment could affect City priorities, funding for, service delivery and the capacity of public facilities and services depending on how the policy is implemented.

B. **Fiscal:** This proposed Comprehensive Plan amendment could have an effect on revenue in the future as the consideration called for by the proposed amendment could be applied in a manner that would affect fee and tax revenue. Reduction of impact fee rates without corresponding adjustments to the capital program or identification of other funding could result in a gap in capacity of public facilities and services.

V. ALTERNATIVES TO STAFF RECOMMENDATION

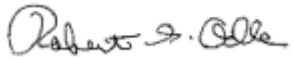
The Planning Commission majority and Technical Committee recommended adoption of the amendment. Alternatively, the City Council could modify the Commission's recommendation or deny the amendment.

VI. TIME CONSTRAINTS

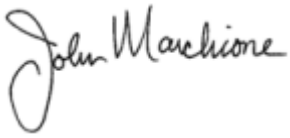
The Planning Commission completed a recommendation on this proposal in November 2015. Timely review and decision is recommended

VII. LIST OF ATTACHMENTS

Attachment A. Ordinance amending the Comprehensive Plan
Exhibit 1: Amendments to the Comprehensive Plan
Attachment B. Final City Council Issues Matrix



_____ **03/07/2016**
Robert G. Odle, Director of Planning and Community Development **Date**



03/07/2016
Date

Approved for Agenda _____
John Marchione, Mayor

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE REDMOND COMPREHENSIVE PLAN ECONOMIC VITALITY ELEMENT TO ADD POLICY DIRECTION TO TAKE INTO ACCOUNT REDMOND'S ECONOMIC COMPETITIVENESS WHEN NEW OR ADJUSTED TAXES OR FEES ARE PROPOSED, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Growth Management Act requires that comprehensive plans and development regulations shall be subject to continuing evaluation and review; and

WHEREAS, OneRedmond applied for an amendment to the Redmond Comprehensive Plan to add a new policy regarding the City's economic competitiveness with regard to fees; and

WHEREAS, the Growth Management Act provides that comprehensive plan amendments shall be considered as a comprehensive whole and shall not be amended more than once a year, with certain exceptions; and

WHEREAS, through Ordinance No. 2805 effective October 17, 2015, the City Council set the content of Redmond's 2015-16 Annual Comprehensive Plan Amendment Package, which includes the amendment proposed by OneRedmond; and

WHEREAS, a State Environmental Policy Act Checklist was prepared and a Determination of Non-Significance was issued on September 9, 2015, for the proposed amendment; and

WHEREAS, state agencies received 60-day notice of Redmond's proposed amendment on September 30, 2015; and

WHEREAS, the Planning Commission held study sessions on the proposed amendment on October 14 and October 21, 2015, and conducted a public hearing on October 21, 2015, to receive public comment on the proposed amendment; and

WHEREAS, the City Council held a public meeting on February 2, 2016, and a study session on February 9, 2016, to review the recommended amendment; and

WHEREAS, the City Council desires to amend the Comprehensive Plan for economic competitiveness regarding taxes and fees to reinforce existing policies which support economic vitality and to provide policy direction to consider factors not presently identified by existing Comprehensive Plan policies.

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

Section 1. Findings, Conclusion, and Analysis. In support of the recommended amendment to the Comprehensive Plan Economic Vitality Element, the City Council hereby adopts the findings, conclusions, and analysis contained in the Technical Committee Report dated September 30, 2015, including all related attachments and exhibits to that report, and the Planning Commission Report (City file no. LAND-2015-01711) dated

November 18, 2015, including the related attachments and exhibits to that report.

Section 2. Comprehensive Plan Amended. The Comprehensive Plan of the City of Redmond is amended to revise the Economic Vitality Element to add a new policy EV-23, revise existing policy EV-22, and add new introductory text as shown in Exhibit 1, incorporated herein by this reference as if set forth in full to this ordinance.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect five days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this _____ day of _____, 2016.

CITY OF REDMOND

_____
JOHN MARCHIONE, MAYOR

ATTEST:

_____
MICHELLE M. HART, MMC, CITY CLERK (SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

_____
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

EV-21 Initiate or participate in the following activities in support of economic vitality:

- Monitor future trends and economic conditions;
- Prepare information for businesses on available public sector financing;
- Support federal and state funding of cost-effective business financing programs;
- Support greater accessibility for use of advanced and affordable communications technology; and
- Consider and use, where appropriate, community redevelopment financing and other innovative economic vitality and financing programs that enhance the business climate in Redmond.

Economic growth is important to the livability and vibrancy of Redmond. Redmond should be mindful of the effects of policies, programs, regulations, and fees on the business community and Redmond's comparative advantages in attracting new expansions and development.

At the same time, the City should ensure that its economic needs are balanced with its social and environmental needs to maintain community character and livability.

Maintaining Redmond's livability today and in the future depends in part on having adequate infrastructure in place at the time it is needed to serve growth. The City's policies for capital facilities, including CF-14, generally state that growth should pay for growth.

There are various business-related fees that help to support growth in Redmond. In particular, impact fees provide a portion of the funding for growth-related infrastructure. When developing functional plans and setting impact fee or other business related fee rates, included among the factors for consideration should be economic vitality, competitiveness of the business community inclusive of taxes and fees, and provision of adequate housing as these and other factors that affect the livability, character and economy of Redmond. This consideration should be given through review of updates to functional plans and fee rates by the Business Fee and Tax Advisory Committee or successor group.

EV-22 ~~As part of the City's decision making, consider~~ Consider the economic impacts of new policies, regulations or programs as part of the City's decision making process.

EV-23 Consider the effect and competitiveness of the City's tax and fee structure on development and the health and growth of the business community when new taxes, fees, tax or fee adjustments, or other decisions, such as the adoption of new or updated functional plans, are proposed.

Issue	Discussion Notes	Status
1. Comparisons to other jurisdictions (Stilin/Allen)	**City Council Discussion** (1/12) Councilmember Stilin noted the proposed amendment could result in a desire to compare Redmond's taxes and fees with other jurisdictions, but that such comparisons could be misleading due to the different economic and governance environments of different cities. Councilmember Allen noted these comparisons would be difficult to prepare. Councilmember Stilin asked if the amendment was intended to provide quantitative or qualitative consideration. (2/9) Councilmembers were satisfied with the information provided and closed this issue. (2/11) Councilmember Allen is satisfied with the information provided. **Staff Response/Recommendation** The intent of the proposed amendment is not to draw direct comparisons to other jurisdictions, but to ensure that economic competitiveness is considered qualitatively when reviewing and considering changes to taxes and fees. It is possible to make a quantitative comparison, however this would require the City to retain a consultant with expertise in this area. Also, as noted other jurisdictions operate in a different environment with regard to levels of service, historic and planned levels of investment in infrastructure and services, and general economic focus, which limits the usefulness of a quantitative comparison. **Public Comment** None.	Opened 1/12 Closed 2/11
2.Implementation (Shutz/Allen)	**City Council Discussion** (1/12) Councilmember Shutz questioned how implementation of this proposed amendment would work. (2/2) Councilmember Allen asked what kind of regulatory framework, if any, would be put in place to implement this proposed policy. Councilmember Shutz asked about specific timeframes for consideration, e.g. over 3-5-10 year periods. (2/9) Councilmember Shutz expressed concern the proposed amendment is not specific enough to effect change or provide sufficient guidance the Business Fee and Tax Advisory Committee (BFTAC) and staff, and there is no timeframe for implementation. Councilmembers were satisfied with the information provided and closed the issue without resolution. (2/11) Councilmember Allen is satisfied with the information provided.	Opened 1/12 Closed 2/11

Issue	Discussion Notes	Status
	Staff Response/Recommendation Staff proposes that the recently-formed Business Fee and Tax Advisory Committee (BFTAC) have an opportunity to review proposed tax and fee adjustments and functional plan updates to consider the potential impact, including the potential cumulative impact, of these adjustments. BFTAC is composed of representatives of various businesses, OneRedmond, and residents, and has access to a wide range of staff support. BFTAC could provide feedback and information to staff and/or the City Council depending on the timing for their review. In addition, the intent is that this policy, if adopted, would be part of what staff, commissioners, and City Council take into account when considering plans for potential capital improvements, potential fee changes and other revenue sources, and the resulting gap and how it might be addressed. Because the proposed policy calls for "consideration," a change to regulatory framework is not proposed or envisioned as this consideration can be integrated into the existing process for tax and fee updates. The proposed policy does not call for any action by a predetermined period of time, and so how the consideration called for by the proposed amendment may affect taxes and fees over time is at the discretion of the Council. **Public Comment** None.	
3. Annual indexing for inflation (Margeson)	**City Council Discussion** (1/12) Councilmember Margeson asked if the annual indexing of impact fees would be affected by this proposed amendment. (2/9) Councilmember Margeson asked for clarification of the staff response. Following staff's response, Councilmembers were satisfied with the information provided and closed this issue. **Staff Response/Recommendation** The annual indexing of impact fees is currently supported by policy CF-14 and implemented in the Redmond Municipal Code (RMC). The City Council has the opportunity, but is not obligated, to adjust impact fees annually for inflation. The consideration called for by the proposed amendment could be another factor the Council considers when reviewing proposed annual inflation indexing.	Opened 1/12 Closed 2/9

Issue	Discussion Notes	Status
	The RMC does not currently have a provision which allows the Council to adjust the annual index for inflation; it is calculated according to code, and the Council may either make the adjustment as calculated, or not. **Public Comment** None.	
4. Effect on Functional Plans (Allen)	**City Council Discussion** (1/12) Councilmember Allen noted that staff are responsible for development of proposed functional plan updates and the Council's role in reviewing these typically comes later in the process. (2/11) Councilmember Allen is satisfied with the information provided and closed this issue. **Staff Response/Recommendation** Functional plans identify levels of service for the community consistent with the Comprehensive Plan, capital improvements to serve Redmond today and through at least 2030 consistent with those levels of service, and the level of investment needed to implement those plans. As such functional plans are a major contributor to the process of establishing impact fees. While staff develops functional plan updates, staff regularly updates and seeks input from Boards and Commissions, and the Council, throughout the process. The Council also reviews all functional plan updates in the course of considering these updates for adoption. **Public Comment** None.	Opened 1/12 Closed 2/11
5. Phrasing in proposed Comprehensive Plan narrative (Allen)	**City Council Discussion** (2/2) Councilmember Allen noted that the Comprehensive Plan is generally aspirational and the narrative uses "should" versus more commanding words such as "shall" or "must." (2/11) Councilmember Allen is satisfied with the information provided and closed this issue. **Staff Response/Recommendation** The word "should" can be substituted in place of "must" throughout the proposed narrative text.	Opened 2/2 Closed 2/11

Issue	Discussion Notes	Status
	Public Comment None.	
6. Metrics (Stilin)	**City Council Discussion** (2/2) Councilmember Stilin asked about several potential metrics regarding the proposed amendment, including how to take measure of the community's evaluation of competitiveness and how to determine whether the City is conforming to this or not. (2/9) Councilmembers discussed the possibility of using various data and correlations to support the intent of the proposed amendment. Councilmember Margeson noted there may be a certain amount of art vs. science when finding the appropriate balance between tax and fee levels, economic vitality, and provision of appropriate services. Councilmember Stilin noted there are no metrics that would readily provide guidance on the proposed amendment. Councilmembers were satisfied with the information provided and closed this issue without resolution. **Staff Response/Recommendation** Staff is not aware of any currently available metrics regarding the community's view of Redmond's competitiveness. The citizen survey conducted every other year has questions that address Redmond's economic environment and direction generally, but not specific to this issue. **Public Comment** None.	Opened 2/2 Closed 2/9

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Approval of $600,000 City Contribution Toward Community Facilities District Improvements in SR 520 Area Around 40th and 51st**

I. RECOMMENDED ACTION

Authorize $600,000 of unallocated REET funds as the City's contribution to the Community Facilities District Improvements in SR 520 area around 40th and 51st.

II. DEPARTMENT CONTACTS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Don Cairns, Manager, Transportation Planning and Engineering, 425-556-2843
Peter Dane, Planner , 425-556-2816

III. DESCRIPTION/BACKGROUND

Project Purpose

This funding authorization will enable the City to pay for City costs required to design and build the Connecting Washington and Community Facilities District No. 2 projects. The City's funding is an important component of the partnership between the City, State, and Microsoft to implement numerous multimodal transportation projects in the Overlake Neighborhood.

Background

In 2014 the City of Redmond, Washington State, and Microsoft began discussing creating a funding partnership to implement a broad set of transportation projects in Overlake. These discussions led to a project list which is shown on the project map in Attachment A.

Connecting Washington Funding has been secured for all projects below::

1. Overlake Access Ramp (State Project),
2. 40th St Trail Grade Separation (Earmark to City),

3A. 520 Eastbound 40th/51st Ramp Split (Earmark to City for 3A,B,C and D),
3B. 40th St Eastbound Ramp Pedestrian and Bicycle Improvements,
3C. 51st St Eastbound Ramp Pedestrian and Bicycle Improvements, and
3D. 51st St Westbound Ramp Pedestrian and Bicycle Improvements

Redmond advocated for the projects above based on the adopted 2015 Legislative Agenda, which specifically identified projects 1 and 2 and identified the need for additional SR 520 projects. After careful discussion between the City, Microsoft, and the State, all of the above projects were included in the Connecting Washington funding package.

Microsoft will be submitting a petition to the City to proceed with a second Community Facilities District, which will fund:

4. 31st St Multimodal Improvements
5. 51st St Building 83 Frontage and Westbound Bike Lane Improvements

The Planning and Public Works Committee listened to a presentation on the second Community Facilities District on February 10, 2015. That presentation identified the $600,000 City contribution and an initial project list -- which has been updated since Washington State joined the partnership and funded projects 1 through 3D.

Council Actions/Communication

Date	Action/Committee Presentation
November 18, 2015	Approval of the 2015 City of Redmond State Legislative Agenda
February 10, 2015	Planning & Public Works Committee

IV. IMPACT

A. **Service/Delivery**: This funding authorization will enable the City to pay for City costs (city administration, consultant procurement, preliminary design, and other costs) that are either ineligible for reimbursement or not included in the funding for the Connecting Washington projects and Community Facilities District #2 projects.

B. **Fiscal:** $600,000 in City funds. The revenue source is surplus Real Estate Excise Taxes (REET) which is currently unallocated to any other project.

V. ALTERNATIVES TO STAFF RECOMMENDATION

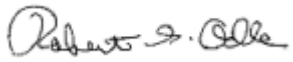
The City Council may choose not to authorize the funding, which will jeopardize the City's ability to deliver the $5 million State Connecting Washington projects, as well as pending Community Facilities District No. 2.

VI. TIME CONSTRAINTS

Authorization is necessary as soon as possible in order to allow staff to complete consultant procurement for the Connecting Washington project and continue progress on Community Facilities District projects.

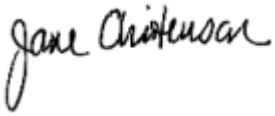
VII. LIST OF ATTACHMENTS

Attachment-A Project Map



_____ **03/04/2016**

Robert G. Odle, Director of Planning and Community Development **Date**



Approved for Agenda _____ **03/04/2016**

Date

Jane Christenson, Deputy City Administrator

SR 520 OVERLAKE / MICROSOFT AREA TRANSPORTATION INVESTMENT PROJECTS

Attachment A

PROJECTS

- 1 OVERLAKE ACCESS RAMP
- 2 NE 40TH ST TRAIL: GRADE SEPARATION (TUNNEL)
- 3A SR 520 EASTBOUND: RECONFIGURE/SPLIT NE 40TH ST AND NE 51ST ST OFF RAMPS
- 3B SR 520/NE 40TH ST EB RAMPS: PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS
- 3C SR 520/NE 51ST ST EB RAMPS: PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS
- 3D SR 520/ NE 51ST ST WB RAMPS: PEDESTRIAN AND BICYCLE SAFETY IMPROVEMENTS
- 3E NE 51ST ST: TRAIL GRADE SEPARATION (FUTURE PROJECT)
- 4 NE 31ST ST: MULTI MODEL IMPROVEMENTS FROM NE 36TH ST ROUNDABOUT TO 156TH AVE NE
- 5 NE 51ST ST: IMPROVEMENTS FROM SR 520 TO 156TH AVE NE INCLUDING BUILDING 83 FRONTAGE AND WESTBOUND BIKE LANE

LEGEND

- WSDOT LEAD PROJECT*
- CITY LEAD PROJECT*
- WSDOT / CITY CFD* (CITY LEAD DESIGN AND WSDOT CM FOR 3A-3D)
- CITY / MICROSOFT CFD

*FUNDED THROUGH CONNECTING WASHINGTON STATE TRANSPORTATION PACKAGE

City of Redmond WASHINGTON

DECEMBER 3, 2015

HUITT-ZOLLARS

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Appointment of Gregg Gottgetreu and Shailee Jain to the Parks and Trails Commission**

I. RECOMMENDED ACTION

Appoint Gregg Gottgetreu and Shailee Jain to the Parks and Trails Commission.

II. DEPARTMENT CONTACTS

John Marchione, Mayor, 425-556-2101

III. DESCRIPTION/BACKGROUND

A vacancy exists on the Parks and Trails Commission due to Angela Birney's resignation. Also, Cyndi Pauley's term will expire on March 31, 2016, which will create another vacancy on the commission.

Gregg Gottgetreu and Shailee Jain were interviewed by the Redmond City Council on March 8, 2016, and I highly recommend that they be appointed to the Parks and Trails Commission. Gregg Gottgetreu would complete Angela Birney's term, which expires March 31, 2019, and Shailee Jain would fill Cyndi Pauley's vacancy beginning April 1, 2016, and expiring March 31, 2020.

IV. IMPACT

A. **Service/Delivery**: None

B. **Fiscal:** None

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose not to confirm the appointment, in which case, the Mayor would continue to interview candidates for the open seat.

VI. TIME CONSTRAINTS

None

VII. LIST OF ATTACHMENTS

None

Jane Christenson

_____ **03/04/2016**
Date

Jane Christenson, Deputy City Administrator

Jane Christenson

Approved for Agenda _____ **03/04/2016**
Date

Jane Christenson, Deputy City Administrator

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Reappointment of Stephane Boss and Jane Wither to the Arts and Culture Commission; Reappointment of Kevin Sutton to the Design Review Board; Reappointment of Heather Sheffer (formerly known as Heather Shute) to the Parks and Trails Commission; and Reappointment of Meishelle Haverkamp to the Planning Commission**

I. RECOMMENDED ACTION

Confirm the reappointments of the Arts and Culture Commission, Design Review Board, Parks and Trails Commission, and Planning Commission.

II. DEPARTMENT CONTACTS

Mayor John Marchione, 425-556-2101

III. DESCRIPTION/BACKGROUND

Reappointments

The terms of the following board member and commissioners will expire on March 31, 2016. They are valuable members of their respective board and commissions, and I highly recommend their reappointments with their new terms beginning April 1, 2016:

Arts and Culture Commission

Stephane Boss	term to expire March 31, 2019
Jane Wither	term to expire March 31, 2019

Design Review Board

Kevin Sutton	term to expire March 31, 2020

Parks and Trails Commission

Heather Sheffer (formerly Heather Shute)	term to expire March 31, 2020

Planning Commission

Meishelle Haverkamp	term to expire March 31, 2020

IV. IMPACT

A. **Service/Delivery**: None

B. **Fiscal:** None

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose not to confirm the reappointments, in which case, the Mayor would advertise for applicants to fill the vacancies.

VI. TIME CONSTRAINTS

None

VII. LIST OF ATTACHMENTS

None

Jane Christenson

03/04/2016
Date

_____
Jane Christenson, Deputy City Administrator

Jane Christenson

03/04/2016
Date

Approved for Agenda _____
Jane Christenson, Deputy City Administrator

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Approval of Revised Final Plat and Amendment of Ordinance No. 2807 to Document the Revision – Hedgewood East**

I. RECOMMENDED ACTION

Approve the proposed ordinance (Attachment A) for the revised final plat of Hedgewood East.

II. DEPARTMENT CONTACTS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Jason Lynch, Assistant Director, Development Services, 425-556-2483
Paulette Norman, Manager, Development Engineering and Construction, 425-556-2861

III. DESCRIPTION/BACKGROUND

Approve the revised final plat of Hedgewood East, (Beuca Preliminary Plat) a residential development that subdivided a 3.59-acre site into 14 single-family lots, including one duplex, for a total of 15 dwellings using the provisions of RZC 21.76, so that it produces the line between the duplex and results in the production of 15 lots, one duplex, and 13 detached single-family homes.

Subsequent to the recording of the final plat of Hedgewood East (approved by City of Redmond Ordinance No. 2807), Redmond planning department staff determined that the applicant was directed to remove the showing of the lot line between the duplex on the preliminary plat and to complete a separate process known as a Unit Lot Subdivision. This direction was a mistake due to staff's misinterpretation of the related code. Per the zoning code, the showing of the lot line between the duplex through the preliminary plat per the Zero Lot Line provisions is permitted. Planning staff consulted with management and City Attorney to verify the error that had been made. To correct this error and allow the production of the line between the duplex a Land Use action first had to be approved followed by an amendment to Ordinance No. 2807 followed then by the approval and recording of the revised final plat of Hedgewood East.

Applicant applied for and was granted approval of an Administrative Modification to the Preliminary Plat approval by Technical Committee Administrative Modification Notice of Decision Transmittal Letter dated January 19, 2016, (Decision date February 5, 2016) (Attachment C) thus authorizing the line between the duplex and now by this Ordinance

seeks approval of the revised final plat and amendment to Ordinance No. 2807.

The property of this revised final plat is located in the North Redmond Neighborhood and has an R-4 zoning designation. The site is bounded on the east by single-family residences in a planned residential development known as Wexford. To the north there is undeveloped forested land and a residential lot. To the west is the subdivision of Shadow Creek. NE 122nd Street forms the southern boundary of the site. The plat will access public roads from NE 122nd Street via public road NE 166th Court and a second public street connection at NE 123rd Way, an existing public road within the Wexford plat to the east.

The applicant, Quadrant Homes, submitted a revised final plat on February 10, 2016. Staff has reviewed the list of conditions outlined in the Administrative Modification and determined that the revised final plat of Hedgewood East form conforms to the conditions.

All engineering plans related to this revised final plat have been approved. Approval of this revised final plat will allow the applicant to record the revised final plat with King County and thus establish that line between the duplex. This approval does not imply final acceptance of the plat construction. A Performance Guarantee for any incomplete work will be posted with the City prior to recording of the revised final plat to insure all conditions are fulfilled.

Council Actions/Communication

Date	**Action/Committee Presentation**
March 8, 2016	Planning & Public Works Committee

IV. IMPACT

A. **Service/Delivery**: The City will provide maintenance of the public utilities and roads that serve the plat.

B. **Fiscal:** Maintenance funding for the utilities (water and sewer) will be provided from the Utility Fund.

V. ALTERNATIVES TO STAFF RECOMMENDATION

A. Approve the ordinance and authorize the Mayor to inscribe and execute the written approval on the face of the revised final plat.

B. Disapprove the revised final plat and return it to the applicant with reasons for denial and conditions for compliance (RZC 21.74.030(G)).

VI. TIME CONSTRAINTS

The subdivision developer is interested in recording the revised final plat as soon as possible. Along with the completion of site construction improvements, this revised final plat approval and subsequent recording of the revised final plat are necessary prerequisites to obtaining building permits within this subdivision.

VII. LIST OF ATTACHMENTS

Attachment A-Ordinance
Attachment B-Vicinity Map
Attachment C-Technical Committee Administrative Modification Notice of Decision Transmittal Letter

_____ **03/07/2016**

Robert G. Odle, Director of Planning and Community Development **Date**

03/07/2016
Date

Approved for Agenda _____

John Marchione, Mayor

NON-CODE

CITY OF REDMOND
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, APPROVING A REVISED FINAL PLAT FOR HEDGEWOOD EAST, CITY FILE NO. LAND-2014-00816; AMENDING SECTION 2 OF ORDINANCE NO. 2807; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the plat of Hedgewood East (then known as Beuca) received preliminary plat approval from the Redmond Hearing Examiner on August 18, 2014; and

WHEREAS, Ordinance No. 2087, passed by the Redmond City Council on October 20, 2014, approved the final plat of Hedgewood East; and

WHEREAS, after the plat was recorded, an error was discovered which resulted in a duplex lot within the plat not being subdivided, as intended, along the common wall of the duplex units; and

WHEREAS, in order to correct the error, the Redmond Technical Committee approved an administrative modification of the preliminary plat approval on February 5, 2016; and

WHEREAS, the Redmond City Council now desires to correct the final plat approval and approve the modified final plat.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This is a non-code ordinance.

Section 2. Findings. The Redmond City Council finds that the final plat of Hedgewood East should be corrected and modified to provide for the division of the duplex lot within the plat (Lot 6) into two lots (6A and B) along the common wall of the duplex units. The Council finds that the modified plat:

A. Conforms to the terms, conditions, and provisions of the preliminary plat approval, as modified by the administrative modification approved by the Technical Committee on February 5, 2016; and

B. Contains appropriate dedications to the public of all common improvements; and

C. Meets the requirements of RZC 21.74, all applicable state laws, and all other local ordinances of the City.

Section 3. Revised Final Plat Approved. The revised final plat of Hedgewood East is hereby approved and Section 2 of Ordinance No. 2807 is hereby amended to read as follows:

> Section 2. Approval of Final Plat. The revised final plat of Hedgewood East File No. LAND-2014-0816, as modified according to the administrative modification approved by the City of Redmond Technical Committee on February 5, 2016, is hereby

approved, subject to fulfilling any latecomer agreements, posting of any performance guarantees as determined by the Director of Public Works [~~AND~~], the termination of easements and covenants as determined by the Development Engineering & Construction Manager, and the fulfillment of any conditions placed on the administrative modification approved by the Technical Committee.

Section 4. Effective Date. This ordinance shall be effective five days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this ___ day of _____, 2016.

APPROVED:

_____
MAYOR JOHN MARCHIONE

ATTEST:

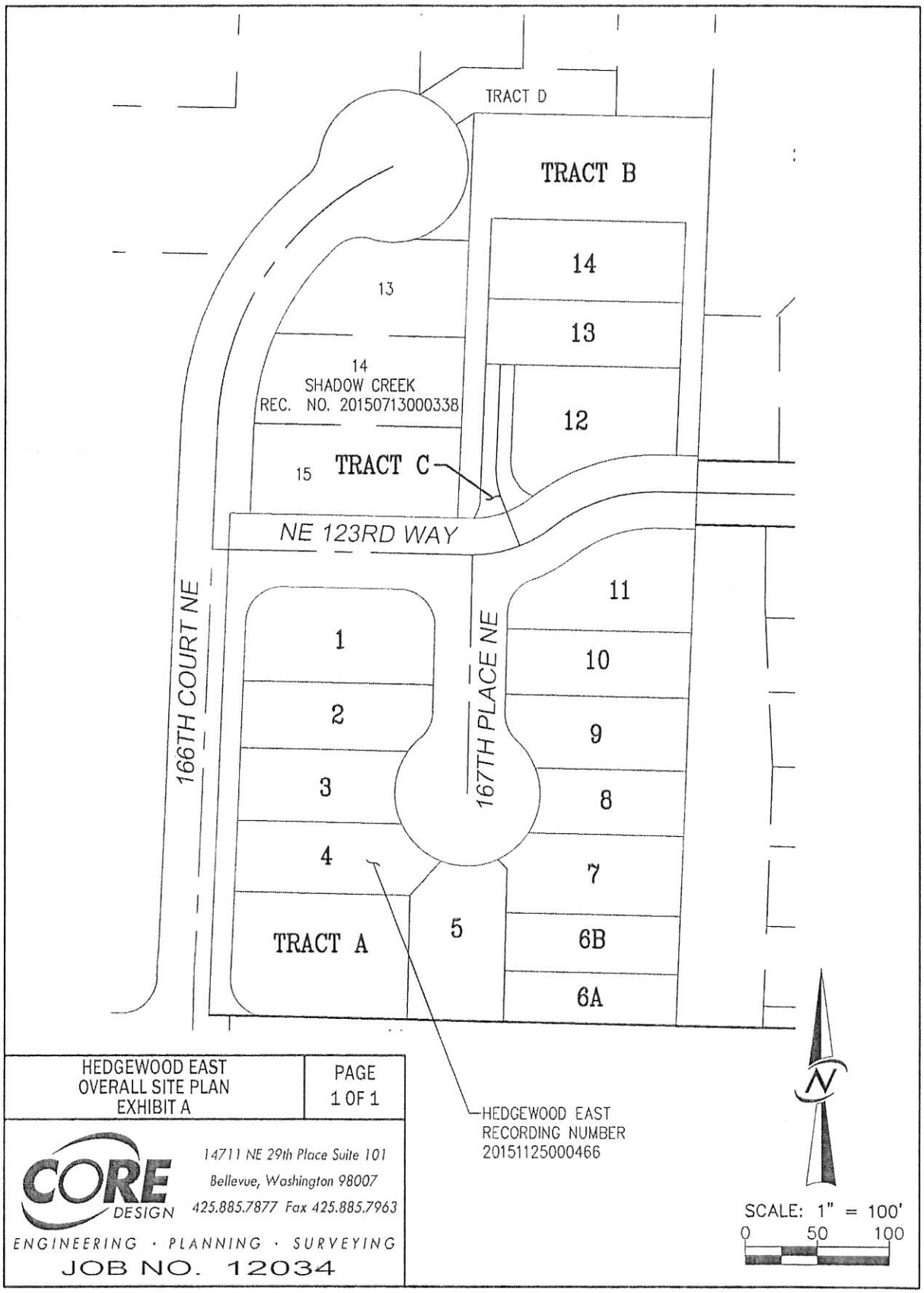
_____
MICHELLE M. HART, MMC, CITY CLERK

APPROVED AS TO FORM:

_____
JAMES E. HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

ATTACHMENT B



Technical Committee
Administrative Modification Notice of Decision
Transmittal Letter

January 19, 2016

Bob West
Core Design, Inc
14711 NE 29th PL, Suite 101
Bellevue, WA 98007

Subject: Beuca (aka Hedgewood East) Preliminary Plat, LAND-2014-00816

Location: 16628 NE 122nd St (Parcel Numbers 2526059151 and 2526059029)

Dear Mr. West:

The City of Redmond Technical Committee has reviewed and approved the above referenced proposal to modify an approved preliminary plat. The modification includes amending the duplex lot (Lot 6) into a zero lot line (6A and 6B). RZC 21.08.260(C)(2)(a) specifically states that ground-oriented, side-by-side attached dwelling units that meet the minimum lot size requirements of this section may be divided into separate lots and ownerships **as part of the approval process.** With the 15% lot size reduction for using the EPA Water Sense Program Technique, Lot 6 meets the lot size requirement of 150% of the average lot size requirement for the underlying zone. Attached to this letter is the Technical Committee's Notice of Decision including Conditions of Approval (see Section III) for this project.

NEXT STEPS

This letter is a guide to assist you with next steps in the approval process now that your project has received Administrative Modification approval from the Technical Committee. The next steps for this project include the following.

i. **Change Order Request to Approved Civil Drawing Review.** To proceed with recording of your plat document for the unit lot subdivision of Lot 6 a change order request needs to be submitted to make any necessary field changes. For information regarding the change order process, please contact Tony Lewis, Lead Construction Inspector at 425-556-2730 or tlewis@redmond.gov.

ii. **Final Plat Correction.** Before the recorded plat (recording #20151125000466) can be amended it must be reviewed and determined to be in compliance with all conditions of the plat approval and applicable City of Redmond codes and standards. All applicable documents must be submitted with the final plat correction submittal.

The plat correction must be completed and recorded within one year of the date of this letter. Extensions may be granted on a yearly basis if a written request for extension is submitted to the Technical Committee at least 30 calendar days prior to the expiration date and one or more of the following conditions is justified by the applicant: (1) economic hardship, (2) change of ownership, (3) unanticipated construction and/or site design problems, or (4) other circumstances beyond the control of the applicant as determined acceptable by the Technical Committee. Failure to record the plat correction within one year (or within the approved timeframe if an extension is granted) will result in the expiration of the approval and loss of vesting. Please note that until the approved plat amendment is recorded with King County:

- The plat correction is not legally complete.
- The proposed unit lot subdivision will not exist, and therefore cannot be sold as individual lots.
- No application for building permits can be submitted for the proposed new lots.

For questions regarding the final plat correction process, please contact Pat Lyga, Senior Engineering Technician at 425-556-2747 or plyga@redmond.gov.

If you have questions regarding process or the Notice of Decision Conditions of Approval, please contact the staff person for the appropriate City Department/Division listed below.

Department-Division	Contact	Title	Phone	Email
Transportation & Engineering	Andy Chow	Engineer	425.556.2740	kachow@redmond.gov
Water & Sewer	Zheng Lu	Senior Engineer	425.556.2844	zlu@redmond.gov
Fire	Barry Nilson	Deputy Fire Marshal	425.556.2245	bnilson@redmond.gov
Planning – Development Review	Heather Maiefski	Associate Planner	425.556.2437	hmaiefski@redmond.gov

The City's Development Review Staff are available to meet with you regarding the development review process. Please contact Heather Maiefski, Associate Planner at 425-556-2437 or hmaiefski@redmond.gov or the appropriate Development Review Staff member listed above for additional information.

Sincerely,

ROBERT G. ODLE
Director
Planning and Community Development

LINDA E. DE BOLDT
Director
Public Works Department

Technical Committee Administrative Modification
Notice of Decision

Project Name:	Beuca Preliminary Plat Administrative Modification
Location:	16628 NE 122nd St
Project File Number:	**LAND-2016-00008**
Project Description:	Amending the duplex lot (Lot 6) into a zero lot line (6A and 6B).
Application Date:	January 5, 2016
Notice of Application Date:	Not applicable

State Environmental Policy Act

SEPA Threshold Determination:	Exempt
SEPA File Number:	SEPA 2014-00817
Date Issued:	June 30, 2014

Technical Committee Decision
Approval with Conditions

Decision Date: February 5, 2016
Appeal Deadline: February 19, 2016

This decision may be appealed to the Hearing Examiner by filing an appeal with the Planning and Community Development Department within 14 calendar days of the date of this decision. Appeal forms are available on-line at www.redmond.gov/landuseforms . A completed appeal form must be submitted by 5:00 p.m. on the last day of the appeal period. If you have any questions, please contact Heather Maiefski, Associate Planner at 425 556-2437 or hmaiefski@redmond.gov.

ROBERT G. ODLE
Director
Planning and Community Development

LINDA E. DE BOLDT
Director
Public Works Department

I. State Environmental Policy Act (SEPA)

The State Environmental Policy Act (SEPA) requires applicants to disclose potential impacts to the environment as a result of their project. The proposal was determined to be exempt from SEPA per WAC 197-11-800(c) by the City of Redmond.

II. Vesting/Approval Expiration

This decision is not vested to the development regulations in effect until a complete building permit application is submitted. The approval of this project shall expire two years from the date of this decision, unless an approval extension is granted. Extensions can be requested on a yearly basis if proper justification is demonstrated (see RZC 21.76.090(C)(2)). Requests for extensions must be submitted in writing to the Technical Committee via the project planner at least 30 days prior to the approval expiration date.

III. Conditions of Approval

A. Site Specific Conditions of Approval

The following table identifies those materials that are approved with conditions as part of this decision. The "Date Received" is the date that is stamped as "Received" by the Development Services Center.

Item	Date Received	Notes
Preliminary Plat Revision Plan Set	01/05/2016	*and as conditioned herein.*
Approved Civil Plan Set	05/12/2015	*and as conditioned herein.*
Recorded Plat	11/25/2015	*and as conditioned herein.*

The following conditions shall be reflected on the final plat correction, unless otherwise noted:

1. Development Engineering - Transportation and Engineering
   Reviewer: Andy Chow, P.E., Engineer
   Phone: 425-556-2740
   Email: kachow@redmond.gov

   a. **Modification of Plat Approval**. This approval modifies the duplex lot (Lot 6) into a zero lot line (6A and 6B). Access is currently recorded on Lot 7 as an 18' Access and Utility Easement. The Access and Utility Easement needs to be extended over Lot 6A. If Lot 7 is also going to access off of the same easement then the access easement will need to be 20' (to serve three dwellings) for Lot 7 then it can taper down to 14' to serve dwellings 6A and 6B. All other conditions of approval reflected on the Notice of Decision dated August 18, 2014 are applicable.

2. Development Engineering – Water and Sewer
   Reviewer: Zheng Lu, P.E., Sr. Utility Engineer
   Phone: 425-556-2844
   Email: zlu@redmond.gov

   a. **Modification of Plat Approval.** Sanitary sewer improvements for this project shall be constructed as shown on the approved civil construction plan set prepared by CORE Engineers date approved 5-12-2015. Water services for Lot #6 and Lot #7 were missing on the approved civil construction plan in sheet C5.02. Please install two water services including two water meters for Lot #6 and Lot #7 behind the side walk and close to the water meter for Lot #5. The developer/contractor shall document this change in Record Drawings.

3. Fire Development Services
   Reviewer: Barry Nilson, Deputy Fire Marshal
   Phone: 425-556-2245
   Email: bnilson@redmond.gov

   a. **Modification of Plat Approval.** The access driveway needs to be 20' wide and extend to the property line between lots 6A and 6B to meet our distance requirements of 150' to all points around the duplex. This driveway shall be in an EVAE.

4. Planning Department
   Reviewer: Heather Maiefski, Associate Planner
   Phone: 425-556-2437
   Email: hmaiefski@redmond.gov

   a. **Modification of Plat Approval.** This approval amends the duplex lot (Lot 6) into a zero lot line (6A and 6B). All other conditions of approval reflected on the Notice of Decision dated August 18, 2014 are applicable.

   b. **Zero Lot Line Building Setbacks.** Per RZC 21.08.390(B)(1)(a) one building side/interior setback may also be reduced so long as the opposite side/interior or side street setback on the lot is increased by an amount corresponding to the original side setback reduction.

   c. **Zero Lot Line Platting Requirements.** Per RZC 21.08.390(B)(3) the final plat shall show the approximate location of buildings proposed to be placed within the required setbacks.

B. Compliance with City of Redmond Codes and Standards

This approval is subject to all applicable City of Redmond codes and standards, including the following:

Transportation and Engineering

RZC 21.52	Transportation Standards
RZC 21.40.010(E)	Design Requirements for Parking Facilities
RZC 21.54	Utility Standards
RMC 12.08	Street Repairs, Improvements & Alterations
RMC 12.12	Required Improvements for Buildings and Development
RMC 12.16	Highway Access Management
RZC 21.76.100(F)(9)(C)	Nonconforming Landscaping and Pedestrian System Area
RZC 21.76.020(G)	Site Construction Drawing Review
RZC 21.76.020(G)(3)	Preconstruction Conference
RZC 21.76.090(F)	Performance Assurance
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Record Drawing Requirements, Version 10-2005 (2005)
City of Redmond	Standard Specifications and Details (current edition)

Water and Sewer

RMC 13.04	Sewage and Drainage
RMC 13.08	Installing and Connecting Water Service
RMC 13.10	Cross-Connection and Backflow Prevention
RZC 21.54.010	Adequate Public Facilities and Services Required
RZC Appendix 3	Design Requirements for Water and Wastewater System Extensions
City of Redmond	Standard Specifications and Details (current edition)
City of Redmond	Design Requirements: Water and Wastewater System Extensions - January 2000.

Stormwater/Clearing and Grading

RMC 15.24	Clearing, Grading, and Storm Water Management
RZC 21.32.080	Types of Planting
RZC 21.64	Critical Areas
RZC 21.64.040	Frequently Flooded Areas
RZC 21.64.050	Critical Aquifer Recharge Areas
RZC 21.64.060	Geologically Hazardous Areas
City of Redmond	Standard Specifications and Details (current edition)
City of Redmond	Stormwater Technical Notebook, Issue No. 5 (2007)
Department of Ecology	Stormwater Management Manual for Western Washington (revised 2005)

Fire

RMC 15.06	Fire Code
RZC Appendix 2	Construction Specification and Design Standards for Streets and Access
City of Redmond	Fire Department Design and Construction Guide 5/6/97
City of Redmond	Fire Department Standards

Planning

RZC 21.74	Subdivision Regulations
RMC 3.10	Impact Fees
RMC 6.36:	Noise Standards
RZC 21.74:	Subdivision Regulations
RZC 21.52:	Transportation Standards
RZC 21.54:	Utility Standards
RMC 12.08:	Street Repairs, Improvements & Alterations
RMC 12.12:	Required Improvements for Building and Development
RZC 21.76.020(G):	Site Construction Drawing Review
RZC 21.76.020(H)(2):	Preconstruction Conference
RZC 21.52.030(K):	Performance Assurance
RZC Appendix 2:	Construction Specification and Design Standards for Streets and Access
City of Redmond:	Record Drawing Requirements, Version 12-2011
City of Redmond:	Standard Specifications and Details (current edition)

Building

RMC 15.08	Building Code
RMC 15.12	Electrical Code
RMC 15.14	Mechanical Code
RMC 15.16	Plumbing Code
RMC 15.18	Energy Code
RMC 15.20	Ventilation and Indoor Air Quality Code

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: Award of Bid to IO Environmental & Infrastructure, Inc., in the Amount of $3,498,920 and Approval of Consultant Agreement Supplement No. 3 with OTAK, Inc., in the Amount of $717,344 for Additional Design and Construction Support Services: Redmond Central Connector Phase II, Project No. 20021314

I. RECOMMENDED ACTION

Award bid for the Redmond Central Connector, Phase II, Project No. 20021314, to IO Environmental & Infrastructure, Inc., of Redmond, Washington, for the amount bid of $3,498,920.00, and authorize the Mayor to sign the contract.

Approve Consultant Agreement Supplement No. 3 with OTAK, Inc. for $717,344 for additional design and construction support services and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACTS

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Michael Haley, Project Manager	425-556-2843
David Shaw, Senior Park Planner	425-556-2378
Peter Dane, Transportation Planner	425-556-2816

III. DESCRIPTION/BACKGROUND

Project Purpose

Phase II construction of the Redmond Central Connector project provides a paved multi-use trail extension from the end of Phase I at the Sammamish River Trail to the 9900 block of Willows Road.

Background

In June 2010, the City purchased the four miles of former Burlington Northern Santa Fe (BNSF) Railroad right-of-way in Redmond and immediately began planning for the

development of the corridor for city and regional projects such as a stormwater trunk line, a regional trail and linear park, north-south transportation connections, and future light rail. In June 2011, the City adopted the Redmond Central Connector Master Plan for the corridor, which identified a phased approach to building the regional trail and linear park.

The first phase of the project (east of the Sammamish River) was completed in 2013. Final design for the current phase of the project began in 2014, and the project was advertised for bids in October 2015. Unfortunately the responsible bids received exceeded the available construction funds for the project. In December 2015, the City Council approved staff's recommendation to reject all bids. At that time, staff also recommended reducing the scope of the project prior to rebidding the contract to bring down the costs.

A staff team from Public Works, Parks, and Transportation Planning reviewed bid information and identified items for scope changes to bring the estimated cost of the project within budget.

The following revisions were made to the project scope:

- Remove pin piles from structures
- Reduce quantity of plant material by 25%
- Remove steel edging
- Reduce lighting by 50%
- Remove pavers from waysides
- Remove concrete benches with boulder seating
- Remove gateway bench feature (the big bench)
- Remove metal stairs on east side of bridge

In addition to the scope revisions, staff adjusted schedule constraints within the contract to improve construction efficiencies and further reduce the cost of the project. The project was then taken through Phase Gate 3 "Approve to Advertise" with the recommended scope and schedule changes. Following approval the project was rebid.

Project Description

Redmond Central Connector project, Phase II provides a paved multi-use trail connection from the end of Phase I at the Sammamish River Trail to the 9900 block of Willows Road. The route of the new trail construction primarily follows the BNSF railroad corridor (see Attachment A). The project construction includes:

- Installation of more than 1.3 miles of a paved trail.
- Redevelopment of two existing rail bridges for pedestrian use.
- Development of adjacent pedestrian features for park use.
- Complete pavement, curb, gutter and sidewalk at NE 90th Street, NE 95th Street and private driveways along the corridor in support of the new trail

crossings.

Consultant Agreement Supplement No. 3

OTAK was selected to provide construction support services during the consultant selection process. The attached Consultant Agreement Supplement No. 3 will provide full construction administrative support services during the project construction. The scope and fee also includes additional cost for extra work during the phase II design process.

Bid Results

The project was advertised in the Daily Journal of Commerce on January 20, 2016, and January 27, 2016. The City Clerk received bids until 2:00 PM, on February 11, 2016. There were seven (7) bidders and the bids are summarized below:

Bidder	**Business Location**	**Amount Bid**
IO Environmental& Infrastructure, Inc.	Redmond, WA	$3,498,920.00
Stellar J	Woodland, WA	$3,773,430.00
Mid Mountain Contractors, Inc.	Kirkland, WA	$4,095,000.00
Johansen Excavating, Inc.	Buckley, WA	$4,113,893.75
Rodarte Construction, Inc.	Auburn, WA	$4,243,409.00
A1 Landscaping and Constructing, Inc.	Snohomish, WA	$4,370,124.00
Westwater Construction Co.	Renton, WA	$5,106,959.00
Engineer's Estimate		**$4,129,066.00**

All bidder's unit prices, extensions and additions have been reviewed for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. The project was approved for Phase Gate 4 "Recommend for Award". Staff has received concurrence from the Washington State Department of Transportation (WSDOT) and recommends award to IO Environmental & Infrastructure, Inc., the low responsible bidder.

Because the low bid came in under the engineer's estimate, there are additional contingency funds available within the budget that could be used to add some of the removed scope elements back into the project. The amount of contingency funds that can be used for this purpose will be determined after the higher risk elements of the project, such as repairing the trestle over the Sammamish River, have been completed.

Previous Council Actions / Communication

Date	Action / Committee Presentation
3/19/2013	Approve Consultant Agreement
7/15/2014	Approve Supplemental Consultant Agreement Final Design
5/6/2014	Parks and Human Services Committee
11/3/2015	Parks and Human Services Committee
12/1/2015	Rejection of all Bids
3/1/2016	Parks and Human Service Committee
3/8/2016	Presented to Planning & Public Works Committee
Today	Award of Bid

IV. IMPACT

A. **Service/Delivery**: This project will provide a regional trail with integrated art and landscape design that will improve non-motorized transportation between Downtown and the Willows and Sammamish Valley business districts, including direct access to the Redmond Puget Sound Energy (PSE) Trail and the DigiPen Institute of Technology campus.

B. **Fiscal:** Estimated costs for the project are shown below.

Current Project Budget:	
Parks CIP	$ 550,000
Transportation CIP	800,000
PSRC Federal Grant	2,800,000
WSDOT State Grant	500,000
RCO Grant	500,000
Department of Commerce Grant	1,261,000
Total Funding	$6,411,000

Estimated Project Costs:	
Design Phase	$1,067,316
Construction Phase (based on Engineer's cost estimate)	5,343,684
Total Estimated Project Cost	$6,411,000

V. ALTERNATIVES TO STAFF RECOMMENDATION

The City Council could choose not to award bid to IO Environmental & Infrastructure,

Inc.; however, this action would delay construction of the project.

VI. TIME CONSTRAINTS

It's critical that construction work being in April 2016 to meet the Washington State Department of Fish & Wildlife's "fish window," which constrains the schedule for work near the Sammamish River and other stream tributaries. Missing this fish window would result in significant project delays, increased costs, and could jeopardize the project's grant funding.

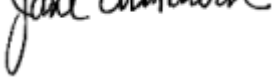
In addition, the City is obligated to either accept or reject all bids within 45 days after the bid opening.

Target Dates	
Begin Construction	April 2016
Construction Substantially Complete	December 2016

VII. LIST OF ATTACHMENTS

A. Vicinity Map
B. Consultant Agreement Supplement No. 3

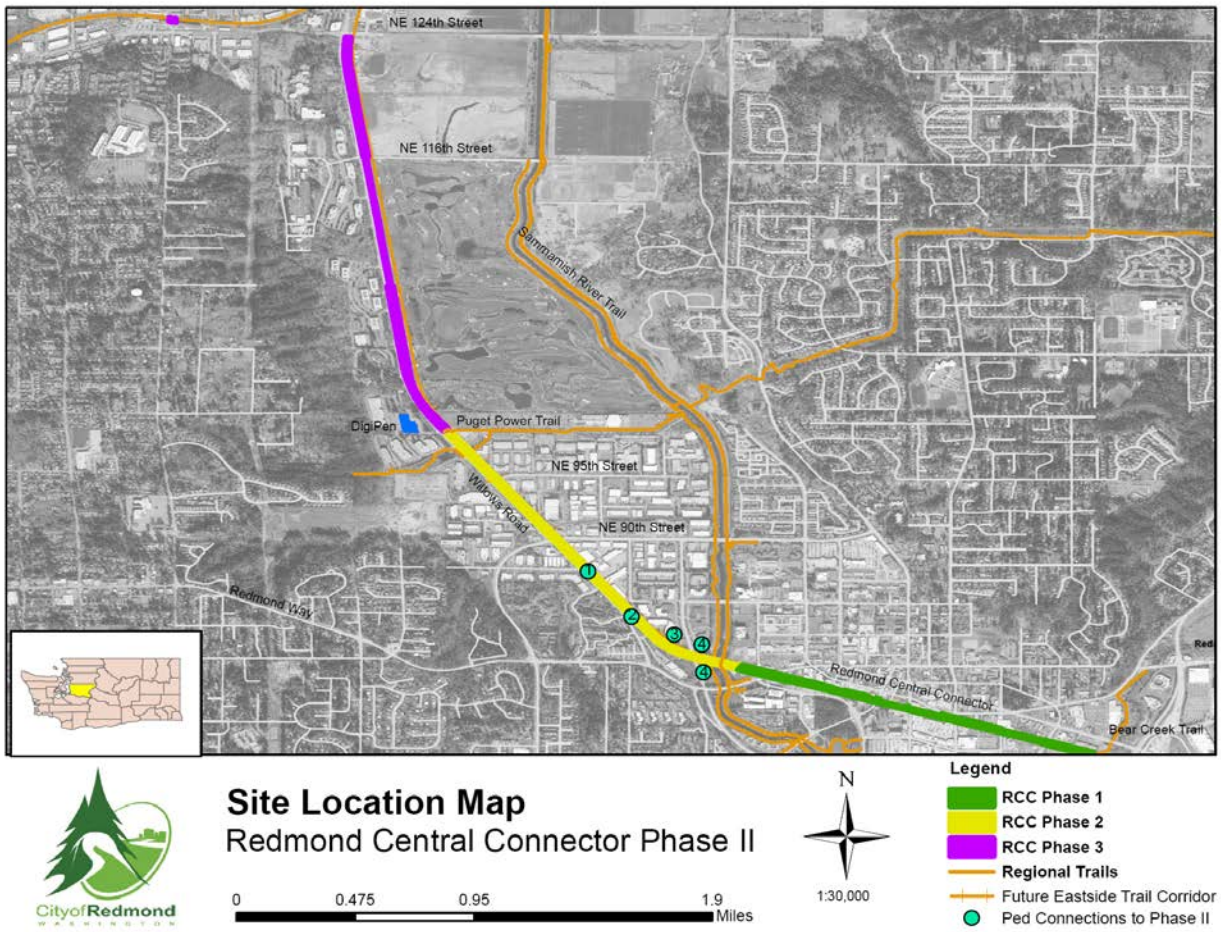
_____ **03/04/2016**
Linda De Boldt, Director of Public Works **Date**



Approved for Agenda _____ **03/04/2016**
Date

Jane Christenson, Deputy City Administrator

Attachment A



Site Location Map
Redmond Central Connector Phase II

0 0.475 0.95 1.9 Miles

N
1:30,000

Legend
- RCC Phase 1
- RCC Phase 2
- RCC Phase 3
- Regional Trails
- Future Eastside Trail Corridor
- Ped Connections to Phase II

Vicinity Map

Redmond Central Connector Phase II

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address: 11241 Willows Road NE, Suite 200, Redmond, WA	Federal Aid Number: CM 1065(011)
UBI Number: 600614735	Federal TIN or SSN Number: 91-1324129
Execution Date:	Completion Date: December 31, 2017
1099 Form Required: ☑ Yes ☐ No	Federal Participation: ☑ Yes ☐ No
Project Title: Redmond Central Connector, Phase II	

Description of Work

The purpose of the Redmond Central Connector Project Phase 2 is to continue the design and construction of a regional trail corridor from east of the Sammamish River to the south side of the intersection of Willows Road and the 9900 Block, approximately 1.3 miles in length. The Phase 2 Project will connect to the Phase 1 project, which has been completed, approximately 300 feet east of the Sammamish River. The trail will be located within the former Burlington Northern Railroad rail corridor and will generally consist of a 12-foot wide paved trail, along with associated street crossing improvements, trail connections, landscape and urban design improvements, grading, storm drainage, utilities, signage, and other improvements necessary to complete the work and to fit an available construction budget of approximately $4.0 million. The following scope of work describes the construction administration services required to support the City during the construction period.

☐ Yes	☑ No DBE Participation	Maximum Amount Payable: $717,344
☐ Yes	☑ No MBE Participation	
☐ Yes	☑ No WBE Participation	
☐ Yes	☑ No SBE Participation	

Index of Exhibits

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

Agreement Number:

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.

Agreement Number:

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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:
Name: Michael Haley, P.E
Agency: City of Redmond
Address: 15670 NE 85th Street
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: 425-556-2727

If to CONSULTANT:
Name: Nico Vanderhorst, Principal
Agency: Otak, Inc.
Address: 11241 Willows Road NE, Suite 200
City: Redmond State: WA Zip: 98275
Email: nico.vanderhorst@otak.com
Phone: 425-822-4446
Facsimile: 425-827-9577

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 acknowledgement between the parties. Such final written acknowledgement 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 acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and 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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per 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. This waiver has been mutually negotiated by the Parties.

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

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

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: Michael Haley, P.E
Agency: City of Redmond
Address: P.O. Box 97010
City: Redmond State: WA Zip: 98073
Email: mhaley@redmond.gov
Phone: 425-556-2843
Facsimile: 425-556-272

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

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

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

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

Agreement Number:

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature	Date
Signature	Date

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

Agreement Number:

Project No.

See attached Scope of Service - Exhibit A

Agreement Number:

EXHIBIT A

SCOPE OF SERVICES
CONSTRUCTION ADMINISTRATION SERVICES

City of Redmond, Washington
Redmond Central Connector – Phase 2
Otak Project No. 32246
February 2016

Description of Project:

The purpose of the Redmond Central Connector Project – Phase 2 is to continue the design and construction of a regional trail corridor from east of the Sammamish River to the south side of the intersection of Willows Road and the 9900 Block, approximately 1.3 miles in length. The Phase 2 Project will connect to the Phase 1 project, which has been completed, approximately 300 feet east of the Sammamish River. The trail will be located within the former Burlington Northern Railroad rail corridor and will generally consist of a 12-foot wide paved trail, along with associated street crossing improvements, trail connections, landscape and urban design improvements, grading, storm drainage, utilities, signage, and other improvements necessary to complete the work and to fit an available construction budget of approximately $4.0 million. The trail will include integrated landscape/urban design in key location and will build off and incorporate the design principles and elements developed as part of the Master Plan and Phase 1. The following scope of work describes the construction administration services required to support the City during the construction period.

Key Project Elements:

- A 1.3 mile length regional trail, 12 foot width pavement, 16 foot width surfacing
- Retrofit of two railroad bridges
- Street crossings and driveway crossings
- Stormwater management including culvert crossings
- Enhanced aesthetics, hardscape, integration of art, historic/environmental interpretive
- Utility coordination
- Trail illumination

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Coordination with City of Redmond

OTAK will coordinate with the CITY of Redmond on a regular basis to keep the CITY's project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the CITY will occur on a weekly basis.

1.2 Coordination of Subconsultants

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices.

1.3 Attendance of Pre-Construction Meeting

The OTAK design team will attend the Pre-Construction Meeting for the project. OTAK will assist the CITY with scheduling and developing the agenda for the meeting. Participants will include all disciplines necessary to respond to questions about the construction documents and overall design.

1.4 Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

Deliverables

- Monthly progress report and monthly invoice, per Redmond requirements

2.0 ENVIRONMENTAL/PERMITTING

2.1 General Coordination with Permitting Agencies/WSDOT Local Programs

General coordination with the permitting agencies and/or WSDOT Local Programs will occur during the construction period. Coordination will include the review of permit conditions and the resolution of questions during construction.

2.2 Preparation of SWPPP

OTAK will prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with City of Redmond and Department of Ecology guidelines. Work will include environmental coordination with the City during preparation. The SWPPP will be provided as a reference document for the Contractor to use during construction.

Deliverables

- SWPPP Document in accordance with Department of Ecology guidelines.

2.3 Preparation of Stormwater Permit

OTAK will prepare a Stormwater General Permit Application for the project. Work will include the preparation of WA Department of Ecology Notice of Intent (NOI) Application for construction. Supporting calculations for the NOI will be provided. The Stormwater General Permit will list the City and the Contractor as responsible parties.

Deliverables

- Submit Stormwater General Permit Application and publish Notice of Intent

3.0 CONSTRUCTION ADMINISTRATION AND ENGINEERING

As part of the overall construction administration and engineering effort, all documentation will be consistent with the City of Redmond's or WSDOT standard forms and stored and reviewed on the City of Redmond SharePoint site which will be established for the project. OTAK will implement Redmond's corrective actions on behalf of the CITY during the administration of the construction phase of the project. OTAK will be responsible for coordination of all subconsultant activity on site during the construction process.

3.1 Project Setup

OTAK will prepare quantity field note records, prepare and maintain the pay request spreadsheets for the monthly progress payments to the Contractor, will review and comment on the Request for Approval of Materials (RAM) and maintain the Record of Material (ROM) forms, labor compliance forms, and utilize all CITY and WSDOT templates for other required documentation forms. OTAK staff will work with the CITY to develop a list of deliverables and approximate timeframe for submitting information to the CITY. Monthly pay request documentation will be prepared in accordance with WSDOT Standards, including the preparation/documentation of field note records. OTAK will actively manage the ROM spreadsheet for material and documentation tracking.

Deliverables

- Record of Materials (ROM)
- Quantity Field Note Records and Monthly Progress Pay Request Spreadsheets
- Project Documentation
- List of Deliverables to CITY with approximate time frame(s) for submittal
    - Review of Intent to Pay, Certified Payroll, and Affidavit of Wages Paid for Prime and all Subcontractors
    - Completion of DBE required forms per WSDOT requirements
    - Other documentation needed to meet WSDOT documentation requirements

3.2 Construction Submittals and Shop Drawing Review

OTAK will review material and non-material related submittals, construction sequence and CPM schedules, shop drawings, and other items required from the Contractor. OTAK will maintain a documented record of all material submittals in accordance with the Record of Materials. OTAK will log in, review, track and return each submittal within the timeframe established in the Specifications. OTAK will review the submittals required per the Plans and Specifications. The objective will be to provide a maximum one week turnaround of all submittals.

Deliverables:

- Material and Submittal Log in a format provided by the City

3.3 Weekly Construction Meetings

OTAK will arrange, organize, and attend weekly construction progress meeting with the CITY and the Contractor. OTAK will prepare agendas and issue meeting minutes for each meeting. Generally, Otak's Resident Engineer and Field Representative will be in attendance. Other OTAK staff and Subconsultants will attend periodically, based on topics being discussed. Progress meetings will be used to promote effective communication between the CITY, OTAK, the Contractor and other project stakeholders. Approximately thirty-four (34) weekly construction meetings are anticipated.

Deliverables:

- Meeting Agendas and Meeting Minutes

3.4 Response to Questions/RFI's

OTAK will respond, per coordination with the CITY Project Manager, to Requests for Information (RFI's) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required as a result of a change in conditions, OTAK will coordinate with the CITY Project Manager and prepare necessary change order documents and plan revisions as requested.

Deliverables:

- Log of RFI Responses and Field Changes

3.5 Construction Administration and Engineering Support

OTAK's Resident Engineer will be the direct point of contact for the CITY and construction Contractor and will coordinate with all project stakeholders. OTAK's Resident Engineer will coordinate with the Field Representative throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests and disputes with the Contractor, and review progress and final payment applications. OTAK will review, document, and track all Contractor labor compliance documentation, including subcontracts, certified payroll, utilization reports and Subcontractor paid reports. Support will include tracking of DBE work and reporting and field wage interviews with Contractor staff and key Subcontractors. OTAK will draft construction contract change orders and supporting documentation for City review and approval.

Deliverables:

- Notate and track all Record of Contractor labor compliance, including Subcontracts, DBE participation documentation, and Certified Payroll Documentation
- Progress Pay Requests (monthly) and Final Payment Request

- Construction Contract Change Orders and supporting documentation per WSDOT requirements

4.0 CONSTRUCTION OBSERVATION

4.1 Field Observation

OTAK will provide a Field Representative to observe the construction work. The Field Representative will typically be the first point of contact, and will be readily accessible, for the business/property owners, general public, and others affected by the project. The Field Representative will observe construction, attend progress meetings, complete daily inspection reports and weekly statements of working days, measure quantities and keep quantity paybooks, and review quantities with the Contractor prior to submittal to the City for payment. The daily inspection reports will follow CITY Standards and include photo documentation of daily progress and issues. The Field Representative will maintain a full-size set of plans, noting changes to the work, to be used as the basis for construction record drawings, along with the Contractor's as-built records. The Field Representative will generally be on site when the Contractor is working. The Field Representative will coordinate WSDOT inspection services, when required, and will document materials per WSDOT Standards.

Deliverables:

- Daily Progress/Inspection Reports (submitted weekly utilizing the City form). The Progress/Inspection Reports will be reviewed and signed by the Resident Engineer
- Prepare Weekly Statement of Working Days for review and issuance by the CITY Project Manager. The Weekly Statement of Working Days will be submitted to the Contractor weekly.
- Quantity Field Note Records
- Monthly Quantity Spreadsheets (submitted monthly with progress pay request, per WSDOT requirements)
- Material Verification Documentation per WSDOT requirements

4.2 Site Visits - Engineer

OTAK's Project Engineer will visit the site periodically (six (6) visits) to review construction progress and to verify compliance with the project plans and specifications. Structural Engineering support will be provided per Task 5.4.

4.3 Final Inspections

The Project Manager, Resident Engineer, Field Representative, and Project Engineer will inspect the project and compile a punch list upon substantial completion. After the Contractor has completed all punch list items, the Resident Engineer, Field Representative, and Project Engineer will again

inspect the project and establish the physical completion date. Structural Engineering support will be provided per Task 5.4.

Deliverables:

- Generate initial punch list per CITY Standard for City review and comment
- Final punch list incorporating all comments
- Notification of punch list completion and physical completion date

5.0 STRUCTURAL ENGINEERING SUPPORT

5.1 Construction Meetings

The Structural Engineer will attend up to six (6) weekly construction meetings to review/discuss the structural work included with the project.

5.2 Construction Submittals and Shop Drawing Review

OTAK will review material submittals and shop drawings associated with the structural work included with the project. OTAK will maintain a documented record of all material submittals in accordance with the Record of Materials. Otak will log in, review, track and return each submittal within the timeframe established in the Specifications. The objective will be to provide a maximum one week turnaround of all submittals.

Deliverables:

- Material and Submittal Log Update

5.3 Response to Questions/RFI's

OTAK will respond, per coordination with the CITY Project Manager, to Requests for Information (RFI's) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required as a result of a change in conditions, OTAK will prepare necessary change order documents and plan revisions. Task 5.3 pertains to RFI's for structural work only.

5.4 Site Visits - Structures

OTAK's Structural Engineer will visit the site periodically (twelve (12) visits) to review construction progress and to verify compliance with the project plans and specifications. Task 5.4 will be utilized to coordinate and complete field inspection of bridge retrofit items that require structural testing or observation.

6.0 COMMUNITY INVOLVEMENT AND ART INTEGRATION

6.1 Community Involvement Assistance – Property/Business Owner Meetings

OTAK will support the CITY in the coordination and facilitation of up to four (4) property/business owner meetings. OTAK will prepare presentation materials including handouts and presentation graphics to respond to property/business owner questions during construction.

6.2 Art Integration

OTAK will assist the CITY with the integration of art into the project during the construction period. Work will focus on the integration of interpretive panels and graphics along the Sammamish River Trestle Bridge. OTAK will coordinate with Berger during the Interpretive Design and Development (see attached Scope of Work).

7.0 PROJECT CLOSEOUT

7.1 Project Closeout Documentation

OTAK will compile project closeout documentation and coordinate with the Contractor and the CITY to obtain the required documents. OTAK will assemble project documentation and deliver to the CITY at project completion. Project documentation will follow an example provided by the CITY and comply with the Construction Contract filing requirements per WSDOT Local Programs. OTAK will participate in final project audit with CITY and WSDOT staff.

Deliverables

- Project Closeout Documentation – One Copy (as described above)

7.2 Prepare As-Constructed Record Drawings

The Construction Plans will be revised to conform to As-Constructed Record Drawings from information supplied by the Contractor and Field Representative. The As-Constructed Record Drawings will be prepared in accordance with the CITY's 2015 Record Drawing Requirements. Two hardcopy sets of "Construction Record" plans (paper format) and a CD with an electronic copy of the plans (AutoCAD .dwg file format) will be submitted to the City.

Deliverables:

- As Constructed Record Drawings
  - Hardcopies – One Set of Mylars, One full-size, Three half-size
  - Electronic – One CD with electronic files

SUBCONSULTANTS

- Berger Partnership – landscape and urban design, art integration (See Exhibit A-2b)
- Hayre McElroy and Associates – materials testing (See Exhibit A-2c)
- Geo Engineers – geotechnical engineering (Allowance)
- Transportation Engineers NW – signals and trail lighting (Allowance)

EXPENSES

- Reimbursable for Reproduction of Construction Documentation and Reports
- Mileage/Travel
- Vehicle for Field Representative – 8 Months
- Other Misc. Expense

ASSUMPTIONS

- Construction will begin in April or May 2016 and be substantially complete by December 2016 (9 months).
- Project Closeout will be complete by end of December 2017.
- Plant Maintenance will continue through the end of December 2017.
- OTAK will utilize the CITY SharePoint site for storage and review of all project related documentation.
- The CITY will prepare and coordinate execution of the Construction Contract and will be responsible for all project documentation related to project funding.
- Field Representative hours are based on 40 hours/week for 30 weeks during the construction period.
- OTAK's Construction Administration efforts will be consistent with the hours shown in the attached hour and fee breakdown.
- If utility potholing is needed it will be provided by others.
- Construction Surveying is not included. If Construction Surveying is required for As-Constructed Record Drawings it will be provided by the Contractor. The Field Representative will measure/document the construction of ADA/curb ramps per the construction plans.
- The CITY will pay for and/or reimburse for all required permit fees.

Not Applicable

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

As-builts (as specified in Exhibit A)

Agreement Number:

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

N/A

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

PDF, Word, SharePoint (as specified in Exhibit A)

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

N/A

Agreement Number:

II. Any Other Electronic Files to Be Provided

As specified in Exhibit A

III. Methods to Electronically Exchange Data

SharePoint and Outlook (as specified in Exhibit A)

A. Agency Software Suite

Microsoft Office, SharePoint (as specified in Exhibit A)

B. Electronic Messaging System

SharePoint, Outlook (as specified in Exhibit A)

C. File Transfers Format

Outlook, SharePoint (as specified in Exhibit A)

Project Name: Redmond Central Connector - Phase 2
Project Number: 20021314
Consultant: Otak, Inc.

NEGOTIATED HOURLY RATES

Classification	Hours	Rate	Cost
Senior PM Civil	142	$225	$31,950
Civil Engineer X	16	$181	2,896
Civil Engineer VIII	68	$160	10,880
Civil Engineer VI (Resident Engineer)	1,262	$137	172,894
Civil Engineer V		$132	
Civil Engineer III (Field Rep.)	1,880	$112	210,560
Engineering Technician III	4	$ 80	320
Engineering Designer IV	156	$102	15,912
Engineering Designer II	50	$ 87	4,350
Scientist IV	8	$128	1,024
Prof. Land Surveyor	2	$113	226
Project Assistant	260	$ 77	20,020
Subtotal:	3,848		$471,032

REIMBURSABLES	
Mileage/Reproduction/General	$2,500
Vehicle Allowance	4,000
Miscellanous -	
Subtotal:	$6,500

SUBCONSULTANT COSTS	
Berger Partnership (Landscape/Urban Design) - See Exhibit E	$90,700
Geo Engineers - Allowance	$5,000
TENW - Allowance	$5,000
Hayre McElroy Testing Services - See Exhibit E	$39,112
Subtotal:	$139,812

TOTAL	$617,344
CONTINGENCY	$100,000
GRAND TOTAL	$717,344

Agreement Number:

There isn't 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.

SUBCONSULTANT FEE DETERMINATION

PROJECT: Redmond Central Connector

COMPANY NAME: Berger
NEGOTIATED HOURLY RATES:

Classification	Hours	x	Rate	= Cost
Principal	60		$180	$10,800
Associate	186		$145	26,970
Project Manager	450		$110	49,500
Administration	24		$ 70	1,680
			TOTAL =	$88,950

REIMBURSABLES:
Mileage = $ 750
Reproduction = $ 1,000

TOTAL = $1,750
GRAND TOTAL: = $90,700

COMPANY NAME: Hayre McElroy
NEGOTIATED HOURLY RATES:

Classification	Hours	x	Rate	= Cost
Principal/Project Manager/Quality Assurance	10		$152	$1,522
Senior Geotechnical Engineer	21		$152	3,196
Geotechnical/Structural Special Inspector	317		$ 75	23,721
Structural Steel Special Inspector	32		$ 82	2,619
Administration/Dispatch/Reporting	32		$ 58	1,859
			TOTAL	$32,917

LABORATORY TESTING $4,795

REIMBURSABLES $1,400

GRAND TOTAL $39,112

Agreement Number:

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Agreement Number:

Exhibit G
Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Otak, Inc
whose address is
11241 Willows Road NE, Suite 200, Redmond, WA 98275
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City Offical

I hereby certify that I am the:

- [x] the City Offical
- [ ] Other

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

Signature

Date

Agreement Number:

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

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.

Otak, Inc

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, a officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

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

Firm: Otak, Inc.

Signature

Title

Date of Execution***:

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

Agreement Number:

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, 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.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number:

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Redmond Neighborhood Shuttle**

I. RECOMMENDED ACTION

Present for information and discussion

II. DEPARTMENT CONTACTS

Rob Odle, Director, Planning and Community Development, 425-556-2417
Don Cairns, Manager, Transportation Planning and Engineering, 425-556-2834
Chester Knapp, Senior Planner, 425-556-2476

III. DESCRIPTION/BACKGROUND

The purpose of this memo is to provide brief background on the Redmond Neighborhood Shuttle and identify the topics that staff will cover in a staff report at the March 15, 2016, Council meeting.

Background

The Redmond Neighborhood Shuttle is a small "Alternative Transit" pilot project that seeks to improve local transit connections and circulation between Downtown Redmond, Education Hill, Avondale and Bear Creek. Redmond is developing this project in partnership with King County Metro as part of Metro's Alternative Services program.

Previous Council Direction

- Local circulation is a priority
- "Diversify" transit service in Redmond
- Include multiple needs and markets
- Don't start too big with empty vehicles, don't start too small and fail because of it

Funding

$125,000 of City funding for this project was approved as part of the 2015-16 budget. Metro assistance is funded through their Alternative Services Program.

Outreach

Neighborhood Shuttle Task Force

Staff has formed a "Neighborhood Shuttle Task Force" to provide feedback on potential service options, help select the preferred option for implementation, and to help evaluate the service after it has launched. Members of the task force include members of the community, staff from the City's Human Resource Division and Parks Department, as well as staff from the Lake Washington School District.

Shuttle Task Force Members

1. Roger Trepanier	(Community member)
2. Paul Lester	(Community member)
3. Pat Vache	(Community member)
4. Sue Stewart	(Community member)
6. Jeff Miles	(Staff, Lake Washington School District)
7. Marty Boggs	(Staff, City Parks Department)
8. Alaric Bien	(Staff, City Human Services Division)

The City hosted four Task Force meetings. At these meetings the Task Force identified needs and priorities, evaluated different approaches to providing service and helped identify and refine the service options presented for public feedback, and final recommendations for service. Staff also met with the Redmond Youth Partnership Advisory Committee to better understand the travel needs of Redmond students, and brought themes and findings back to the Task Force for further discussion and incorporation into final recommendations.

Below are major themes from the Task Force:

- Service should be predictable and easy to use, (ability to "hop on and hop off")
- Service should focus on local travel in the middle of the day - existing service is oriented towards the peak commute
- Service should reflect the needs of our target market

A follow up Task Force meeting is planned for November 2016 to see how service is doing and whether it is meeting expectations, and to evaluate possible changes and improvements to service.

Public Questionnaire

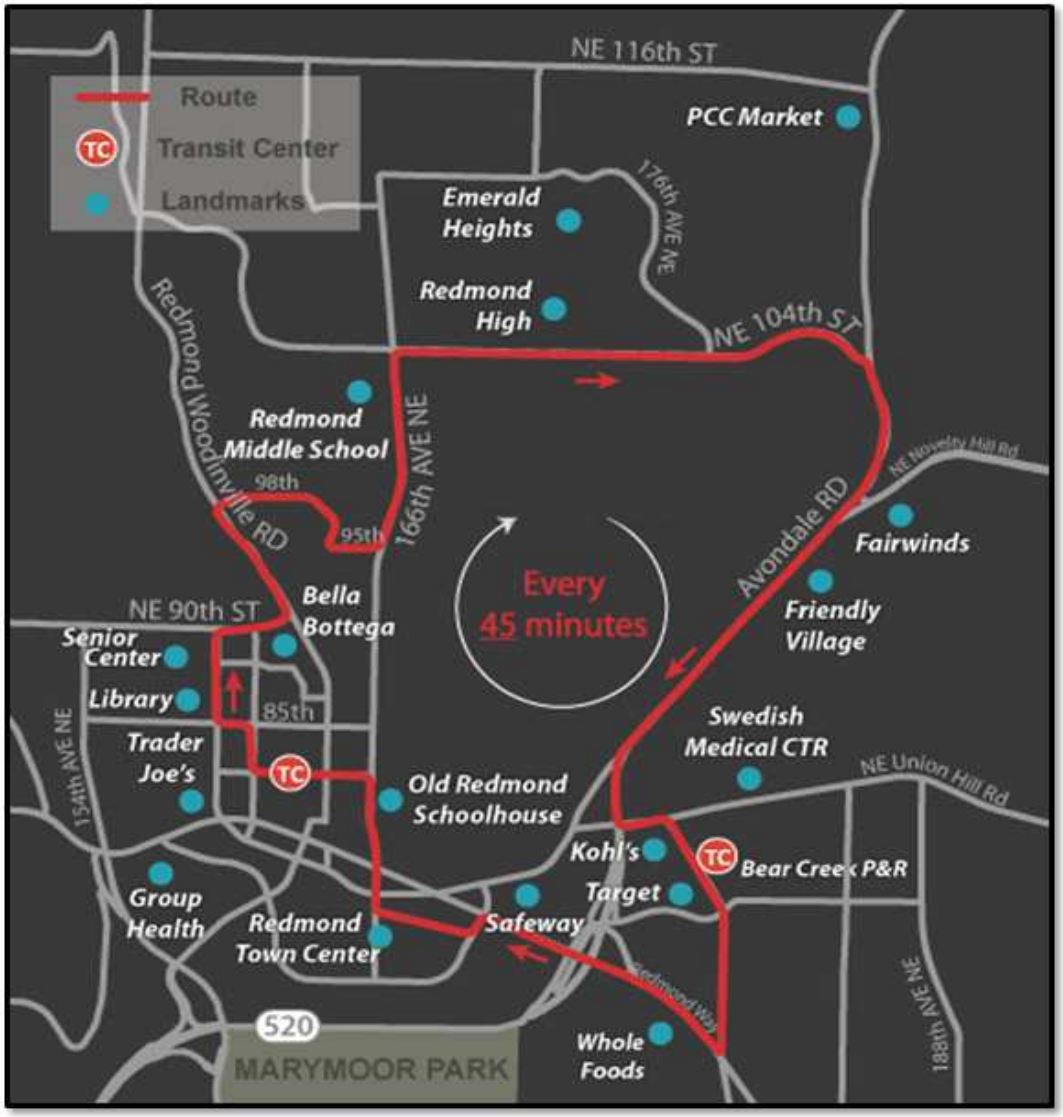
In December and January staff conducted a public questionnaire, both online and via print, to help identify current barriers to using transit and feedback and preferences on four different shuttle routes. Approximately 300 people filled out the questionnaire. Overall there was broad representation amongst those that indicated they were likely to use the shuttle service, no one group or demographic dominated. This is positive – transit that serves many markets and multiple demographics has a broader appeal and is more successful. Major themes and findings include:

- Preference for service that included North downtown and SE Redmond
- Approximately 1/3 of potential riders would use cart/stroller/walker
- Redmond Town Center was the top "Redmond Destination" for transit

Final Recommendations

Below are the final service and vehicle recommendations, based on the public questionnaire findings and guidance from the Task Force and further coordination with King County Metro.

Final Service Recommendations



Route distance:	7 miles	
Travel time:	45 min	*@12mph, +10 min layover*
Target Hours:	9am – 3pm	*Monday-Friday*
Fares:	Standard Metro Fares	
Drivers:	1	
Vehicle Trips per Day:	~8	
Vehicles	*Two 6-seat ramp vans (5 passenger seats)*	
Population within ¼ Mile:	18,750	*74% in Apts or Condos*
Employees within ¼ Mile:	16,000	

- Route with service to SE Redmond and North downtown
- Include "Flexible Service Area" in Downtown, which allows vehicle to go 'off route' to drop riders off or pick riders up
- Focus on mid-day service (9am – 3pm)
- If resources allow: extend service into afternoon

Final Vehicle Recommendations

To select the vehicles for shuttle service, staff looked at:

- Ease of loading/unloading ("hop on/ hop off")
- Ability to accommodate cart/walker/stroller
- Lead time for procurement
- Ability to accommodate expected ridership

Six-seat vans with ramps were selected because they are designed to allow easy loading and unloading and have a short procurement lead time, of 60 to 90 days. Other, larger 12-15 passenger vans are not available with ramps and are less suited for on-off style service. Larger 13-21 seat DART style "cutaway" vans require a six to nine month lead time to procure.

Ridership analysis indicates that the six-seat vans with ramps are appropriate and will accommodate expected passenger loads. Two options have been identified if passenger loads are an issue:

1. <u>Increase service frequency or add two way service by hiring additional driver</u>
   Quick to implement, has longer term costs and funding implications
2. <u>Transition to a larger vehicle</u>
   Longer procurement lead time to implement (6-9 months), one-time cost

<u>Path to Implementation</u>

Service will be implemented in partnership with King County Metro. An RFP process will be used to select a vendor to provide the drivers and basic customer service to accommodate 'flexible service area' requests. Below is an overview of major roles and responsibilities.

Metro Roles/Responsibilities

- Provide two, six-seat vans with ramps
- Provide vehicle maintenance, fuel, and collision insurance
- Site bus stops (as needed)
- Collaborate with City on marketing and outreach efforts (City-lead)
- Provide supplementary operating funds
- Provide fare collection system

City Roles/Responsibilities

- Contract for drivers for Neighborhood Shuttle Service
- Manage contract and customer complaints

- Provide/organize parking for vehicles
- Pre-project needs assessment
- Lead promotion, outreach, and marketing for service
- Lead data collection and performance monitoring activities
- Support Metro in siting new stops (as needed)

Vendor Roles/Responsibilities

- Drivers and supervisors for Neighborhood Shuttle service
- Liability insurance
- Dispatch and customer information (support "Flexible Service Area", including ability for customers to call and schedule route deviations)
- Collect and provide ridership information
- Collect fares

Monitoring and Evaluation

Monitoring and evaluation will be an important part of the implementation. The City will include opportunities for 'real time' and ongoing customer feedback, as well as a more in depth questionnaire of riders and non-riders in the fall. This information will provide a solid foundation for the next Task Force meeting in November to evaluate how well service is doing and identify possible improvements and changes.

Project Schedule

December – January

- Conducted questionnaire on shuttle preferences
- Met with Task Force, developed final recommendations

February-March

- Work with Metro to select vehicles for service
- Informational meetings with vendor/contractors to drive service
- Select vendor/contractor to drive service

April - May

- Finalize marketing and launch materials
- Approve vendor contract
- Approve Memorandum of Understanding with King County Metro

June

- Launch Service

November

- Evaluate service (Task Force)
- Based on evaluation results develop potential recommendations and changes

Council Actions/Communication

Date	Action/Committee Presentation
June 9, 2015	Presentation to Planning and Public Works Committee
June 23, 2015	Council Study Session
February 9, 2016	Presentation to Planning and Public Works Committee
March 15, 2016	Staff Report
April, TBD	Consent agenda: *-Approval of vendor contracts to drive services* *- Approval of MOU with Metro*

IV. IMPACT

A. **Service/Delivery**: Not applicable to this report

B. **Fiscal:** Not applicable to this report

V. ALTERNATIVES TO STAFF RECOMMENDATION

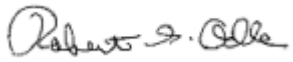
n/a

VI. TIME CONSTRAINTS

n/a

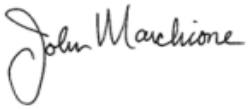
VII. LIST OF ATTACHMENTS

None.



_____ **03/07/2016**

Robert G. Odle, Director of Planning and Community Development **Date**



Approved for Agenda _____ **03/07/2016**

John Marchione, Mayor **Date**

MEMO TO: Members of the City Council

FROM: Mayor John Marchione

DATE: March 15, 2016

SUBJECT: **Waste Management 2015 Annual Report**

I. RECOMMENDED ACTION

Present for information and discussion.

II. DEPARTMENT CONTACTS

Jerallyn Roetemeyer, Environmental Quality Section Supervisor 425-556-2824
Jerome Jin, Recycling Program Administrator 425-556-2811

III. DESCRIPTION/BACKGROUND

At the March 8, 2016, Planning and Public Works Committee meeting, the committee was briefed on Waste Management's 2015 Annual Report, which is attached for your information. Prepared by Waste Management (WM) as a contract requirement and submitted to the Natural Resources Division, the report summarizes the company's outreach and education efforts in 2015. It also provides year-end statistics on material collected and diverted.

The annual report contains several items of interest. In particular, WM's Public Outreach and Education staff visited 125 multi-family properties throughout the year, offering educational assistance and free recycling resources. These included an "Apartment and Condo Recycling" magnet designed in collaboration with Natural Resources staff (2,200 distributed). In addition, City staff and WM coordinated to produce and distribute a recycling postcard to all commercial businesses, as well as a four-fold recycling guide sent to all single-family residences.

Finally, of particular note is the report's year-end summary of diversion (percentage of total waste diverted from the landfill). As detailed on page 13, the residential diversion rate hovered at about 64%, which represents no change from last year. In contrast, the commercial diversion rate jumped to approximately 40% from the 2014 rate of approximately 35%. The multi-family diversion rate of approximately 19% showed no change from the previous year and continues to lag the residential and commercial rates. While this gap mirrors a national trend, its persistence calls for a continual focus on the

multi-family sector. This year, Waste Management and the City of Redmond are planning a multi-family outreach campaign to continue rolling out City-sponsored food plus compostables collection to apartments and condominiums.

If you have any questions, please contact Jerallyn Roetemeyer (556-2824) or Jerome Jin (556-2811).

IV. IMPACT

A. **Service/Delivery**: N/A

B. **Fiscal:** N/A

V. ALTERNATIVES TO STAFF RECOMMENDATION

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Waste Management's 2015 Annual Report for City of Redmond

_____ **03/04/2016**

Linda De Boldt, Director of Public Works **Date**

Approved for Agenda _____ **03/04/2016**

Date

Jane Christenson, Deputy City Administrator

WASTE MANAGEMENT

2015 ANNUAL REPORT TO THE CITY OF REDMOND

A PARTNERSHIP FOR REDMOND'S SUSTAINABLE FUTURE

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Hello!

Thank you for the privilege of serving your community this past year. The year has flown by and I marvel at how much we have accomplished together this year.

A few years ago, I wrote about the impact of China's Operation Green Fence on our business and our industry. Operation Green Fence was an effort to more vigorously inspect and reject what Chinese officials deemed nonrecyclable, contaminated or low value materials. As the recycling industry struggled, we shared this information with you through our first multi-municipality "town hall" meeting.

Just a few years later, the topic of recycling remains at the forefront. Who knew there could be so many perspectives on something we consider ubiquitous in the Pacific Northwest! We have been at this "green" lifestyle since before it became a hot marketing concept. It's in our DNA; it's who we are. But, do we really know what it takes to keep recycling sustainable? Rather than dismiss the national dialog, perhaps we need to wade in, consider the implications of changing trends, and maybe re-tool our programs to fit the current realities.

There are three elements of sustainable recycling programs: collection, processing and end markets. Like a stool, it takes a balance of all three to create a successful program.

First, can we collect the materials efficiently? With curbside, cart-based single stream recycling programs, customers experience the ultimate convenience of placing all recyclables in one cart at the curb … and their participation rates prove the popularity. We even take it one-step further with automated cart collection. Here there is less visibility into the cart contents because the driver remains in the cab while a mechanical arm empties the cart contents into the truck – great for driver safety, very cost efficient, but we forego having a close look at the quality of the materials prior to collection. This makes customer education very important to minimize contamination. Recycling program efficacy rises and falls based on contamination levels.

Next, can we process the materials efficiently? Material Recovery Facilities (MRFs, for short) are reverse manufacturing plants. Commingled single stream recyclables come into the facilities, and MRFs separate the commodities into saleable commodities (paper, cans, plastic milk jugs, etc.). These plants cost tens of millions of dollars to design and build. They are fascinating, complicated, and not without physical limitations. If an item intended to be recycled is too small, it will slip through the various sorting screens and end up in the garbage. If an item looks or behaves like something it's not (say, a flat plastic pouch that appears two dimensional like paper), it will end up with the wrong material, creating contaminated commodity bales. Sustainable recycling programs depend upon successful MRF sorting.

Finally, can we market the materials effectively? Recycling doesn't happen until commodities can be sold to an end market. These markets rely upon an adequate volume of appropriately valuable materials to generate steady buyers. In our experience, the markets must be in place prior to adding materials into the recycling stream. Simply adding a material to the laundry list of single stream commodities does not create a market. And, without an end market, there is no recycling.

So what does all of this mean? We think the time is ripe for deepening our partnerships with municipal customers to ensure the viability of the region's recycling programs. Harmonization of materials? It's a worthy goal! Standardizing a regional materials list will go a long way to ending customer confusion (and keeping recyclables free of contamination). How about revisiting contract terms with an eye toward contemplating shared risk and reward? Or, mechanisms to address prolonged, profound changes in end markets? Let's talk about the avoided cost of disposal versus the cost of processing/marketing to ensure transparent policy development. The bottom line? Let's talk about these challenges in the coming year. Together, we'll find the solutions appropriate for each community.

Is Waste Management committed to recycling? Absolutely! Our CEO David Steiner said it best, **"Waste Management is going to recycle forever."** You can count on us for sustainable environmental solutions.

A tangible way in which our company is increasing recycling and improving the quality of materials is through our public education campaign called Recycle Often. Recycle Right. SM (RORR).This outreach campaign promotes the basics of recycling by simplifying guidelines and empowering everyone to become Recycling Ambassadors. We use the tenets of this campaign in our local education and outreach programs, including our award winning collegiate intern program.

In 2015, our WM Recycle Corps program received national recognition by the Solid Waste Association of North America (SWANA). SWANA named Waste Management's Pacific Northwest Area the winner of the Gold Excellence Award in the Education Program category and the newly created Innovator Award. SWANA's Excellence Awards Program recognizes outstanding solid waste programs that advance the practice of environmentally and economically sound solid waste management. It was so exciting to be recognized by our industry leaders! These awards are a reflection of our work together in your community. Thank you for teaming up with our Public Education & Outreach group to create incredible learning opportunities for our collegiate interns. Together, we are creating the next generation of environmental leaders.

On behalf of our Public Sector team, thank you for your partnership and collaboration in 2015. We hope you enjoy this annual community report and all that we achieved together this past year. The report summarizes our work in your community, including the materials we collected and processed, as well as our public education, outreach and community activities.

Your feedback is very important; please let me know how we are doing.

On behalf of the women and men who serve your community, thank you for your business. We look forward to continuing our work together in 2016.

Mary S. Evans
Mary S Evans
Area Director, Public Sector Solutions
mevans4@wm.com
Office: 425-814-7844

Redmond

The City of Redmond is home to a diverse community of residential, multifamily and commercial customers. The goal of Waste Management's Public Education and Outreach team in 2015 was to reach as many Redmond customers as possible and to create positive behavior change by encouraging waste reduction and reducing contamination. These goals were met through a variety of strategic and targeted outreach tactics including dynamic tabling at events, direct outreach to businesses and mailing guidelines and other information to customers.

To ensure positive and productive behavior change, WM's Public Education and Outreach team worked closely with City of Redmond staff to coordinate events and educational materials. These coordination efforts between WM and city staff led to the production of many successful and effective programs throughout the year.

Waste Management and the City of Redmond recommitted its successful and long-term partnership through a new ten-year collection contract that extends to 2025. There are several contract improvements that will provide great benefits to Redmond businesses and residents, including year round residential compost collection, increased levels of embedded recycling for commercial customers, and continued education and outreach through Recycle Corps staff. WM looks forward to continuing our partnership with the city to provide excellent service and to collaborate on new, innovative programs that increase recycling and composting.

Enhancing Single Family Recycling

Events

Waste Management participated in two key City of Redmond events in 2015. At Redmond Derby Days and Redmond Lights, WM's Public Education and Outreach team engaged attendees through our signature WM Recycling Information Station. The station hosts a multitude of resources on recycling, including interactive displays that serve as a module for teaching recycling in a fun way, informative and comprehensive handouts that clearly display and educate on the nuances of recycling and token giveaways made from recycled materials to bolster the messaging of reduce and reuse. At the education booth, WM Public Education and Outreach staff encouraged Redmond residents and business owners to ask hot topic recycling questions and provided recycling tips and tricks to encourage positive recycling behavior at home and at work.

Waste Management also participated in Farrell McWhirter Farm Park's Big Truck Day. A WM recycling truck made an appearance at the event to provide kids with a unique opportunity to safely explore the truck. WM's outreach staff was present to provide educational materials to event attendees.

COMMUNITY PARTNERSHIP REPORT

Engaging the Community

Waste Management continued to support Redmond schools and organizations with extracurricular activities. After a great deal of interest in the last tour series, WM again hosted City of Redmond residents for three full-house tours at one of our regional material recovery facilities, the Cascade Recycling Center (CRC). Redmond residents observed how recyclables are sorted and prepared for transformation into new products. Residents also had the opportunity to ask questions about the intricacies of the recycling process. These tours had excellent attendance, and it was exciting to see how invested Redmond residents are in sustainability.

Local organizations also toured the CRC. During the tours, attendees learned how they can help at home and at school by encouraging others to recycle. These youth-focused tours have been offered by Waste Management for more than ten years and provide an opportunity for students of all ages to better understand how their recycling efforts can make a significant impact on our environment.

- Tesla STEM High School
- Bear Creek School
- Redmond Cub Scouts
- Microsoft janitorial staff
- Emerald Heights
- First Lego League robotics club groups
- Redmond Girl Scout group

Waste Management took recycling education on the road to students with an engaging presentation for a First Lego League robotics group at the Microsoft campus. Students asked questions about the recycling process and became participants of a recycling center when they acted out the recycling process in the classroom.

On Earth Day, Waste Management brought educational materials to the Nintendo campus for a sustainability event. Recycling education was provided to over 100 employees. WM Public Education and Outreach staff helped answer recycling questions and encouraged campus employees to Think Green.

Think Green Redmond Facebook Page

In 2014, Waste Management created the Think Green Redmond Facebook page. The page continues to be a huge success, and has garnered over 630 likes. This page allows WM to provide sustainability information and tips to Redmond residents, post upcoming events and provide an avenue for residents to ask questions and learn about available services.

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COMMUNITY PARTNERSHIP REPORT

Lake Washington Schools Foundation Zero Waste Luncheon

For the 10th Anniversary of the Legacy for Learning luncheon, Waste Management was once again honored to be involved as a Future Ready sponsor, in addition to helping create the second consecutive Zero Waste event for the Foundation.

Event details were meticulously coordinated between the luncheon planning committee, catering and janitorial staff, to ensure a minimal amount of waste was produced. During the event, WM trained student volunteers ensured all materials were placed into the correct bins with no contamination. The luncheon was a great success – boasting a 94 percent diversion rate, which equals only 60 pounds of total landfilled materials from 600 event attendees.

In his second year as an Advisory Board member for the Lake Washington Schools Foundation, Waste Management's own John Chelminiak, Senior Manager for Washington & Idaho, Public Sector Solutions, worked with businesses and city members to promote the work of the Foundation.

Innovative Programs–Tesla Stem High School Internship

In 2015, Waste Management worked with Tesla STEM High School on a 10-week internship program. Seven students with a passion for the environment signed on to learn more about Community Based Social Marketing (CBSM) and systems thinking.

STEM curriculum (Science, Technology, Engineering and Mathematics) teaches students how to learn for themselves and think critically. The WM Public Education and Outreach team devised a curriculum to immerse students in topics of waste management, recycling education and behavior change. The students learned about garbology and waste systems, and toured electronics and curbside recycling facilities to observe the recycling process first-hand.

COMMUNITY PARTNERSHIP REPORT

In order to demonstrate how behavior change happens within waste systems, WM introduced Community Based Social Marketing to identify the barriers and motivators that lead to behavior change. CBSM was discussed within the context of both internal and external waste systems. For example, container placement and labeling can directly influence whether someone chooses to recycle.

Application of the in-class curriculum included a waste audit at Alcott Elementary School. Students interviewed teachers to identify current levels of participation and attitudes towards recycling and sustainability. The entire internship culminated in a final project where the students developed recommendations and delivered a presentation to Principal Hedin of Alcott Elementary, with specific steps for implementation of a robust recycling and compost program at the elementary school.

This comprehensive ten-week internship program allowed students to experience the waste and recycling system from various levels, learn and devise the elements that contribute to behavior change and provide recommendations to create that change.

Connecting With Our Customers

Each year we work to make improvements to the City of Redmond's recycling guidelines, and 2015 was no different. Waste Management worked with the city to reduce the amount of pages to the guide, in an effort to highlight the most important information, including details on items that are recyclable, compostable and garbage. The guides also highlight community recycling options. This new succinct guide will serve as a simpler platform for residents to bolster proper recycling habits and to serve as a reference when questions arise. The guide was mailed to all residential customers, in addition to a letter announcing the services available in the new contract.

COMMUNITY RECYCLING OPTIONS

Find local recycling options for a variety of items, such as computers, medicine, appliances and more! For all vendors listed below please call first for hours, costs and to confirm accepted materials.

Disclaimer: Inclusion on this list does not constitute an endorsement by the City of Redmond or any of its staff or contractors. Exclusion from this list is no comment on suitability of any other products or vendors. Details are subject to change.

TVs & Computers
Recycling for TVs, monitors, computers and laptops at no cost. Computer peripherals, such as keyboards, mice and printers may be accepted for a fee, or may not be accepted. Visit **www.ecyclewashington.org** for details.

Fluorescent Tubes & Bulbs
can be recycled at a variety of locations. Visit **www.lightrecycle.org**. Or at periodic Wastemobile events in Redmond — visit **www.hazwastehelp.org** or call 206-296-4692.

Cell Phones and Rechargeable Batteries
can be recycled at a variety of electronic, office supply, and building supply stores. Visit **www.call2recycle.org** for locations and details.

Household Batteries
There are drop-off bins for household alkaline batteries located at City Hall, the Redmond Senior Center, the Public Safety Building and Redmond Fire Station II.

Needles & Sharps
Sharps and needles can not be put in the garbage. Only home-generated sharps may be disposed of at Public Health Centers. Outdoor drop boxes are available 24 hrs a day. This service is available at no charge. Please call for details and restrictions, or search online for "sharps mail in program," or ask your pharmacist.

- **Eastgate Public Health Center Drop Box**
  206-296-4920 • 14350 SE Eastgate Way, Bellevue

Used Cooking Oil
- **The Redmond Senior Center**
  Free City Sponsored cooking oil drop-off
  (north end of parking lot)
  8703 160th Ave. NE.

Please transport cool cooking oil in a plastic jug with a secure twist-on lid. Remember to use a jug that allows for easy pouring into the on-site collection tank. Call 425-556-2811 for details.

Medication
Return your unwanted and expired medication to keep your home and environment safer. Medicines can be returned at City of Redmond Special Collection events.
www.redmond.gov/recycle
425-556-2811

Household Hazardous Waste
Household hazardous waste, including chemicals and pesti
is accepted at the King County Hazardous Waste Mobile w
visits Redmond three times per year. It is also accepted at
Factoria Drop-off Site located at 13800 S.E. 32nd St., Be
open Tues - Fri, 8:00am - 4:00pm, Sat and Sun, 9:00am -
5:00pm. Call 206-296-4466 to confirm hours and to see
what's accepted.
www.hazwastehelp.org

Packing Peanuts and Foam Blocks
Some mailing and shipping stores accept clean packing pea
for reuse. Call ahead for quantities and restrictions. They a
collected at City of Redmond Special Collection Events.
www.redmond.gov/recycle
425-556-2811

Other Resources

"What do I do with...?"
Comprehensive local recycling database
206-296-4666
www.kingcounty.gov/whatdoidowith

Illegal Dumping Hotline
Report litter and illegal dumping
206-296-7483
www.kingcounty.gov/dumping

Spill Hotline
Report spills, accidental discharges or illicit connections to
stormwater system.
425-556-2868

WASTE MANAGEMENT

THINK GREEN.

REDMOND

Residential Recycling and Yard Waste Guidelines

YARD WASTE
RECYCLING
GARBAGE

Waste Management is pleased to provide these guidelines to help make it easier to use our services. Visit our website **www.wmnorthwest.com** for more tips on how to Think Green.

www.wmnorthwest.com/redmond
Waste Management Customer Service: **1-800-592-9995**
City of Redmond Utility Billing: 425-556-2152

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COMMUNITY PARTNERSHIP REPORT

Special Collection

There are many avenues for recycling beyond the curbside bin. In order to increase recycling convenience for Redmond residents, WM collected motor oil and electronic waste at the curb.

In addition to materials such as electronics and motor oil, large items also need a solution beyond the curb. WM was pleased to provide service for the City of Redmond's spring, summer and fall collection events where residents brought items such as tires, electronics and even block foam for recycling.

Providing Multifamily Education & Increasing Participation

In 2015, Waste Management's Public Education and Outreach team continued its focus on multifamily education in order to provide residents with necessary information and materials to overcome recycling barriers. WM's outreach staff visited 125 multifamily properties throughout the summer.

During these visits, questions regarding best practices were discussed and information on the free recycling education services was provided, including door-to-door delivery of educational resources and interactive tenant trainings.

Several residents and property managers commented on the outreach provided by WM from previous years, which was a positive indicator that properties are becoming more familiar with the available resources. WM distributed 2,200 recycling information magnets to residents and 2,559 recycling fliers.

Multifamily properties were also mailed hazardous waste, compost, recycling and garbage fliers.

APARTMENT AND CONDOMINIUM RECYCLING AND WASTE REDUCTION

RECYCLE

All Paper & Cardboard

Plastic Jugs & Tubs

Aluminum & Tin Cans

Glass

More recycling information: **www.wmnorthwest.com/redmond/apartments.html**

Recycle electronics, appliances and more: **www.redmond.gov/recycle**

More recycling resources: **www.kingcounty.gov/whatdoIdowith**

Properly dispose of pesticides, chemicals and other household hazardous waste: **www.hazwastehelp.org**

WM WASTE MANAGEMENT **1-800-592-9995**

City of Redmond WASHINGTON **425-556-2832**

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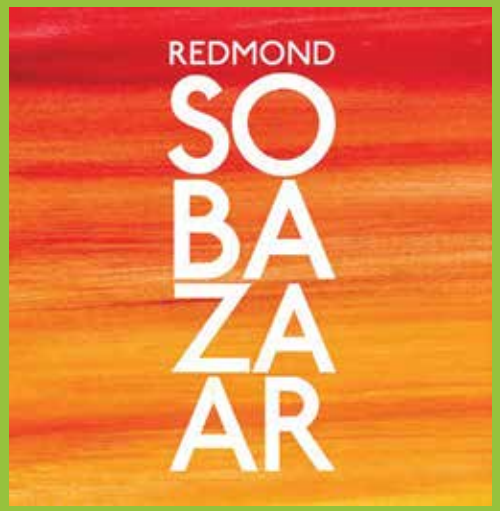
COMMUNITY PARTNERSHIP REPORT

Commercial Contribution & Engagement

Waste Management supported local businesses and organizations with more than just recycling education. This includes continued contributions to Redmond's community and economic development organization, One Redmond, which enabled businesses to engage in current city affairs and learn more about sustainability.

Waste Management also provided continued service in support of the So Bazaar night market, an event spanning three weeks where Redmond residents enjoyed live music, art and great food, and for the 2015 Bike Bash, to allow participants to dispose of waste sustainably.



To engage Redmond businesses in recycling and sustainability, WM mailed each commercial property a commercial service information postcard and packet, including hazardous waste information and compost, recycle and garbage guidelines.

RECYCLING & WASTE REDUCTION FOR BUSINESSES

Resources Available!

RECYCLE

All Paper & Cardbo… Plastic Aluminum Glass

More recycling informatio…

Free onsite assistance with…

More recycling resources:

Properly dispose of pestici…

www.hazwastehelp.org

WASTE MANAGEMENT 1-800-5…

Caution. Danger. Warning. Poison.

These four words are on the labels of many products we use in our homes and businesses and are considered hazardous.

Protect our community's health by safely disposing of old or unwanted hazardous products.

Remember: Never pour hazardous waste down any drain or sewer. Never dispose of it in the garbage.

Free Hazardous Waste Disposal Sites:

North Seattle Household Hazardous Waste Facility
12550 Stone Ave. N
Seattle, WA 98133
Open Sunday thru Tuesday, 9:30 am to 4:30 pm.

Factoria Household Hazardous Waste Drop-off Service
13800 SE 32nd St.
Bellevue, WA 98005
Open Tuesday – Friday, 8:00 am – 4:00 pm, Saturday and Sunday, 9:00 am – 5:00 pm
Closed Mondays.

South Seattle Household Hazardous Waste Facility
S Transfer Station's Gate 3
8105 5th Ave. S
Seattle, WA 98108
Open Thursday thru Saturday
9:30 am to 4:30 pm.

Auburn Hazardous Waste Drop-off Service
Auburn SuperMall / The Outlet Collection
1101 Outlet Collection Way
Auburn, WA 98001
(outside loading dock between Sports Authority and Nordstrom Rack)
Open every weekend Saturday and Sunday, 10:00 am to 5:00 pm.

Funding for this service comes from surcharges on garbage and sewer fees. This service is brought to you by the Local Hazardous Waste Management Program in King County, working to protect your health and the environment through the proper disposal of hazardous wastes.

For more information:

Households Hazards Line:
206-296-4692
1-888-ToxicEd (1-888-869-4233)
lhwmp.org
Please see reverse for accepted items.

For proper recycling of computers, TVs, other electronics and fluorescent bulbs/tubes, please visit **ecyclewashington.org, takeitbacknetwork.org** or call **206-477-4466.**

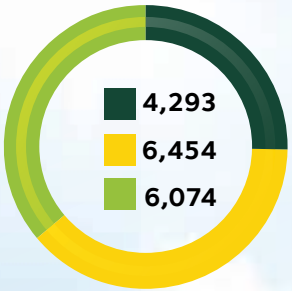
Business Waste Line:
206-263-8899
lhwmp.org
(Please complete disposal form before dropping materials off at a hazardous waste facility.)
Please see reverse for accepted items.

CITY OF REDMOND
2015 YEAR END REPORTING

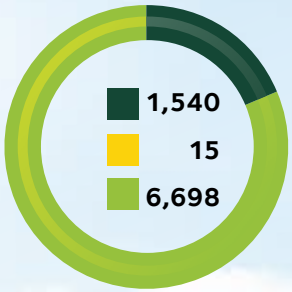
Waste Stream

- Recycling (Tons)
- Organics/Yard Waste (Tons)
- Solid Waste (Tons)
- Food Waste (Tons)

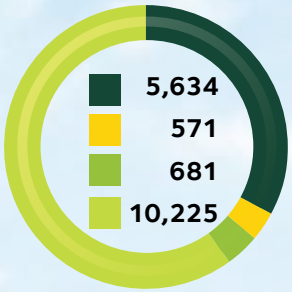
Residential



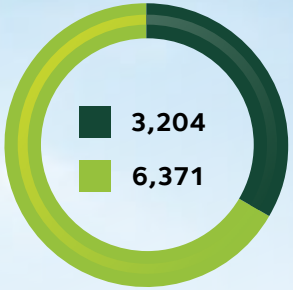
Multifamily



Commercial



Roll Off



Residential Participation

Curbside Recycling
Average Set-out %

95.6%

Organics/Yard Waste
Average Set-out %

97.3%

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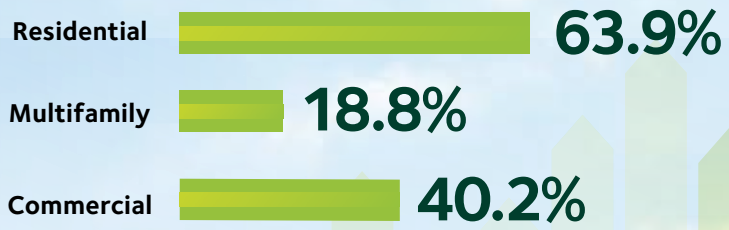
CITY OF REDMOND
2015 YEAR END REPORTING

Diversion
Average percent for 2015



Cascade Recycling Center Composition*

- Fibers: **73.2%**
- Metals: **2.4%**
- Glass: **17.7%**
- Plastics: **2.9%**
- Residue: **3.9%**

*The Cascade Recycling Center Composition reflects the breakdown of all recyclables brought to the Cascade Recycling Center.

Other Recyclables

E-Scrap (Pounds Collected)	12,708
Used Motor Oil (Gallons Recycled)	481

2015 Average Commodity Market Prices Per Ton

Commodity	Average Market Price
Newspaper 6	$79.59
Mixed I (mixed paper)	$70.68
Mixed II (Cardboard)	$115.50
Aluminum	$1,253.18
Glass	$(53.34)
PET	$192.88
HDPE - Natural	$596.56
HDPE - Colored	$460.17
# 3 - 7 Plastic	$48.58
Scrap Metal	$54.25
Tin Cans	$96.39

WASTE MANAGEMENT PACIFIC NORTHWEST 2015 REGIONAL PUBLIC EDUCATION AND OUTREACH

Waste Management's work with King and Snohomish Counties provides valuable insights for the entire region. In 2015, our public education strategies and tactics provided a variety of programs and projects to promote sustainability and engage customers in waste diversion behaviors.

Educating Our Next Generation Of Recyclers

Since 2012, we have been offering waste reduction and recycling programs to elementary schools throughout Snohomish County. The intent of the program is to increase recycling awareness and to reduce waste. The program teaches students, staff and families, the importance of waste reduction and recycling, how to properly recycle, and assists schools in setting up recycling, compost and other waste reduction programs. Through these efforts, we have been able to educate over 100,000 students and their families in the county.

Diverting Food Waste From The Landfill

During 2015, Waste Management and its regional stakeholders committed to outline collaborative strategies and tactics that would improve the quality of curbside compost, decrease contamination and raise awareness about the local home to garbage compost loop. Because of our collaborative planning, WM engaged in several engaging campaigns and events.

Compost Days

In the spring of 2015, Waste Management participated in the sixth annual Compost Days, a recurring seasonal promotion designed to thank King and Snohomish County residents for diverting 350,000 tons of food and yard waste from landfills and educate them on the value of composting.

For the second year in a row, the campaign included the Big Garden Give. For every bag of compost purchased, a bag of compost was donated to a local community garden, growing food for low income residents. This year, 120 gardens participated in the campaign through community partners. The campaign donated 1,119 yards of compost (equal to 45 pickup trucks) to area gardens.

New to the 2015 event, Compost Days worked to identify schools in King and Snohomish counties with gardens interested in participating in the Keep Compost Clean produce sticker card competition, to teach kids proper composting practices and to remind them that stickers do not belong in the compost. For every card turned in, one bag of compost was donated to their school garden. Collaborating with 11 area schools and reaching more than 3,500 students, teachers and their families, more than 1,200 full cards were turned in, earning 45 truckloads of free compost for school gardens.

WASTE MANAGEMENT PACIFIC NORTHWEST
2015 REGIONAL PUBLIC EDUCATION AND OUTREACH

I'm a Foodcycler Campaign

Waste Management has continued the successful "I'm a Foodcycler" campaign in King and Snohomish counties with the following activities:

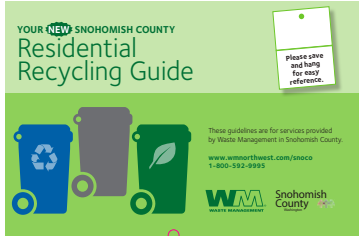
- An email survey was distributed in July 2015 to Foodcyclers in King and Snohomish Counties to learn more about attitudes and barriers to composting. Nearly one-thousand customers responded to the survey! Results showed that residents continue to use free kitchen food scrap container distributed by WM, and that many of them have moved into the advocacy stage, sharing composting tips and information with their friends and families.

- Monthly e-blast communications were sent to Foodcyclers offering composting education, tips and invitations to special events. The e-blasts consistently exceed a 40% open rate (twice the industry average).

Multifamily Outreach Toolkits

In 2014, WM launched the Recycling All Stars Program, conducting detailed focus groups with Snohomish County multifamily property managers to identify methods, resources, incentives and tools to engage with managers on improved recycling programs on their properties. In 2015, WM created and disseminated over 600 recycling toolkits to Snohomish County property managers.

Harmonization Of Curbside Recycling



Throughout 2015, Waste Management worked with King and Snohomish Counties to improve regional harmonization of curbside recycling programs. As part of this work, WM conducted an Annual Recycling Guide Usability Study. To gain a better understanding of how customers are using the annual recycling guide and calendar, a series of in-depth interviews were conducted. The study yielded important feedback that informed modifications to our 2015 Annual Recycling Guide.

The study gave valuable insights into:

- Effectiveness of the current WM recycling guide
- Behavior around and usage of the schedule and current guide
- Preferences for potential recycling guide (graphics, content, format)
- Where participants get their information regarding recycling
- Relevant terminology and descriptors
- Alternative formats for the recycling guide

Spanish-Language Cultural Events Outreach

In 2015, Waste Management conducted outreach to Spanish speaking customers at cultural events in King County. Cultural community festivals and events provide a unique opportunity for multicultural and multilingual customers to ask questions directly of trained in-language staff, as well as gather the latest tools and resources for increasing recycling and composting at home. Waste Management created a Juego de reciclaje (Recycling Game) that challenged people to sort and place different products into the correct carts. Booth visitors and game participants were encouraged to take a pledge to use WM-provided Spanish guidelines and tote bags to recycle more at home.

SPOTLIGHT ON INTERNS

Tesla Stem High School Internship

In 2015, Waste Management worked with Tesla STEM High School on a 10-week internship program. Seven students with a passion for the environment and a willingness to learn more about systems thinking signed up for this unique opportunity.

STEM curriculum (Science, Technology, Engineering and Mathematics) is based on teaching students how to learn for themselves. It is about challenging students to think critically and problem solve, by applying their learning to real-world examples. The WM Public Education and Outreach team devised a curriculum to immerse students in topics of waste management, recycling education and behavior change. The students learned about the study of garbology and toured the WM Cascade Recycling Center to experience what happens to recyclables after collection at the curb. The students also had the opportunity to experience recycling beyond the curb when they toured Interconnection, an electronics recycling facility in Seattle.

Once students had an understanding of the variety of waste systems, WM introduced Community Based Social Marketing (CBSM) to identify the barriers and motivators that can lead to behavior change. CBSM is based on research of the social sciences and strives to create sustainable behavior change. Studies have demonstrated that behavior change requires more than solely providing information. Selecting behaviors to address, identifying the barriers and benefits for those behaviors, developing a strategy to address barriers and benefits, piloting a program and broadly implementing a successful pilot program are all foundations of CBSM.

After CBSM training, it was time for the students to apply what they had experienced and learned throughout the training. The students conducted a waste sort at Alcott Elementary School, to identify opportunities for recycling and composting. Students also conducted a site walk of the school, and interviewed several teachers to identify current attitudes towards recycling and composting, as well as opportunities to make positive and life-long impactful changes. At the conclusion of the school's evaluation, the students developed recommendations and delivered a presentation to the school's principal, with defined and specific steps for implementation of a robust recycling and composting program at the elementary school.

The ten-week training and real world application of learning allowed the students to experience first-hand the waste and recycling system and its various parts. The students learned and devised elements of behavior change, and provided recommendations to create that change. The resounding feedback from the students was very positive - that the experience was incredibly valuable, leading them to the realization that there was much room for improvement within the very school they once attended as elementary students!

SPOTLIGHT ON INTERNS

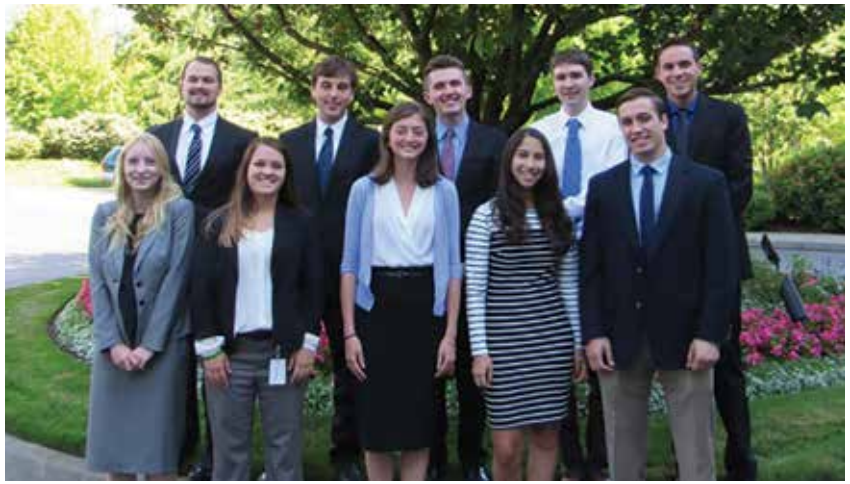
WM's Recycle Corps

Now in its fourth year running, Waste Management's Recycle Corps collegiate intern program served as a valuable education resource for communities throughout Puget Sound in 2015. The Recycle Corps program is an intensive 11-week hands-on job training internship that teaches college students the latest strategies in effectively engaging the public and businesses in waste reduction and recycling behavior change. Between June and August, ten college interns, representing universities across the country, joined Waste Management's Public Education and Outreach team to teach communities about recycling.

Their experience commenced with 40-hours of professional training from WM staff covering everything from the intricacies of recycling, composting and waste prevention, to how to implement effective customer engagement campaigns. The WM's Recycle Corps team met with our municipal partners to better understand what makes each municipality unique. They learned the nuances and key messages to accurately represent local recycling programs and to provide appropriate educational support.

Following their training, they set out to educate and inspire Puget Sound businesses and residents to increase their recycling and composting and reduce their waste. During their 11-week tenure, WM's Recycle Corps engaged over 18,000 customers in conversations about recycling and waste reduction!

WM's Recycle Corps internship program is not only a valuable tool for the communities we serve, but it's also an award-winning program, having recently won the Solid Waste Association of North America's (SWANA) Gold Excellence Award in the Education Program category and a SWANA Innovation Award for best exemplifying a unique and creative approach to a communication, education or marketing challenge. The WM's Recycle Corps program has served as a launching pad for the recycling industry, with 17 of the 36 Recycle Corps team alumni now working as professionals in the industry for private companies, the public sector and consulting firms. Over the course of four years, the WM's Recycle Corps team has conducted more than 66,000 customer conversations, which has resulted in an increase of 3,500 tons of recycling.



ANATOMY OF A WASTE MANAGEMENT ZERO WASTE EVENT

Coordinating a Zero Waste event is no easy under-taking. Much thought, preparation and a deliberate intention of event coordinators and attendees alike, to walk away with very little impact on our environment are all essential components of a Zero Waste event. With an increasing desire from the communities we serve to create and host sustainable events, WM's Public Education and Outreach team has responded to the call and risen to the occasion. The goal is always simple - to reduce waste and increase recycling. However, achieving the goal requires expertise, experience and a dedication to waste reduction.

Collaboration with event organizers to discuss logistics, such as event purpose and theme, number of expected attendees and capacity planning, kicks off the planning process. At most events, the decorations and food service are the biggest source of waste. In coordination with event organizers, Waste Management helps to plan the event décor; to use decorations that can be reused and repurposed at future events, or decorations that can be recycled. In planning for food service, Waste Management works with food vendors to ensure the use of durable or compostable service ware, buffet style meals, bulk condiments and compost collection service. At the event, we rely heavily on engaged event attendees to help us sort their recyclable and compostable materials. Not only do these events bring the community together, they can serve as a platform for community education and highlight the importance of waste reduction.

Snoqualmie Fire Department Pancake Feed

The Snoqualmie Fire Department's Annual Pancake Breakfast raises funds for the nonprofit Snoqualmie Firefighters Association. In August 2015, the event also raised awareness of environmentally sustainable waste decisions. WM's Public Education and Outreach team helped organize and develop a Zero Waste event, to include use of compostable plates, utensils, coffee cups and place mats. Reusable decorations, including centerpieces made of firefighters' boots were on the main display. During the well-attended breakfast, WM staff and Recycle Corps interns educated diners about recycling and composting and directed them to proper placement of materials in the appropriate disposal containers.

The effort was a huge success, diverting **96%** of waste from the landfill, including **401 pounds** of recyclable and compostable materials. Nearly three-quarters of the materials – **66%** – were composted, with another 30% recycled. Only **4%** of the total collected materials ended up as garbage bound for the landfill. The event drew nearly 800 attendees and its success was due in large part to a great audience and a great message - that people can make greener choices and strive for zero waste with a little planning and creativity.

ANATOMY OF A WASTE MANAGEMENT ZERO WASTE EVENT

Lake Washington Schools Foundation Zero Waste Luncheon

For the 10th Anniversary of the Legacy for Learning luncheon, Juanita High School, located in the City of Kirkland, once again served as the host for a fantastic and engaging Zero Waste event. Waste Management was honored to be involved as a Future Ready sponsor, in addition to helping create the Foundation's second consecutive Zero Waste event. This event required coordination between the Luncheon planning committee, catering and janitorial staff, to ensure the event produced a minimal amount of waste. Waste Management trained student volunteers on recyclable and compostable materials and how to properly sort everything after the event, placing material into the correct disposal bins with no contamination. As in previous years, the Luncheon was a huge success with **94%** of all materials from the event diverted from the landfill. Nearly 600 attendees produced less than 60 pounds of total garbage!

WASTE MANAGEMENT PACIFIC NORTHWEST 2015 STRATEGIC INVESTMENTS UPDATE

Waste Management is pleased to continue our support of Hopelink, Lake Washington Schools Foundation and Mountains to Sound Greenway Trust.

hopelink

Lake Washington Schools Foundation
ENRICH ENGAGE EMPOWER

MOUNTAINS TO SOUND GREENWAY

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WASTE MANAGEMENT IN THE PACIFIC NORTHWEST

WM EMPLOYEES 2,253
Compressed Natural Gas (CNG) Truck Count 508
Collection Districts 25
Recycling Centers 11
Landfills 9
Wildlife Habitat Certified Locations 2

WM CUSTOMERS

Residential 756,000

Commercial and Multifamily 80,000

1.1M households are powered by our landfill-gas-to-energy plants

Recycling & Waste Collection

Hands-on Recycling Education for Communities

Healthcare Solutions

Hillsboro Landfill includes 120 acres of wetlands and wildlife habitat.

ZERO Waste Solutions

Green Building Services

Waste Audits for Businesses

Renewable Energy

THINK GREEN From Home for Safe Disposal of CFLs & medical needles

Solar Compactors

eCycling Made Easy

Food & Yard Waste Collection for Composting

Hazardous and Special Waste Management

Wenatchee Landfill includes 100 acres of wetlands and wildlife habitat.

Landfill Management

LampTracker recycling for fluorescent bulbs, dry cell batteries and lighting ballasts

City of Redmond
WASHINGTON

WASTE MANAGEMENT