

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

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

Index of Exhibits

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

If to CONSULTANT:

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

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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, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) 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 economy class levels 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 WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total 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.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. 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 work under this AGREEMENT, contingent, if applicable, 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. 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.

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D. 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

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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 and any appropriate fixed fee percentage 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

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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 and appropriate fixed fee percentage 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.

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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 between the Parties.

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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 amount 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.

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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.

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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 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.

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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, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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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.

Crystal L. Donner

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***

Project No.

Agreement Number:

EXHIBIT A
SCOPE OF SERVICES
City of Yakima

E Nob Hill Boulevard and S Fair Avenue Intersection Improvements

City Project Number: 2143

Federal Project Funding Number: STPUS-4566(007)

INTRODUCTION

The overall objective of this project is to prepare a bid package for improvements to the intersection of E Nob Hill Boulevard and S Fair Avenue. Elements of this project will include details and plans for the roadway and intersection improvements, pedestrian amenity improvements, including sidewalks, ADA curb ramps, APS push buttons, surveying and basemapping, environmental permitting and documentation, utility coordination, geotechnical investigations, drainage design, water main relocation design, signal and illumination design.

The project is funded by a federal grant (Surface Transportation Program [STP]) and the City of Yakima for the design and construction phases of the project. Accordingly, the Consultant will use procedures outlined in the WSDOT Local Agency Guidelines (LAG Manual) during development of the project.

The proposed intersection improvements at E Nob Hill Boulevard and S Fair Avenue include widening E Nob Hill Boulevard through the intersection to construct left turn lanes, curb, gutter, and sidewalks. Other project elements include illumination, stormwater conveyance, water quality treatment, and flow control, signal upgrades including mast arm structures, and utility relocations and adjustments.

Right-of-way, permanent, and construction easements have been acquired by the City to construct the improvements. Environmental documentation and permitting will be in accordance with requirements to support SEPA and construction permits. It is assumed that no additional right-of-way or easements will be required.

It is anticipated that overhead utility relocations, per franchise agreement, will be required to accommodate the proposed improvements. Utilities within the project limits include Pacific Power and Light Company and Cascade Natural Gas, fiber optic, telecommunications and cable (CenturyLink/Qwest, Integra, and Charter Spectrum), and City water and sewer.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded but may be performed under a supplement to this Scope of Services or a no fee change management depending on available project budget. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement. If the City requests the Consultant to perform additional services outside of this Scope of Services, the Consultant will review the available project budget and compare that with the anticipated level of effort associated with the additional services requested. If the additional services can be performed utilizing existing project budget, a no fee change management plan will be provided that will specify the guidelines, and the endorsement from the City will provide the commitment and accountability for the additional services. If the level of effort associated with the additional services exceeds available project budget, a supplement to this Scope of Services will be prepared to perform the work.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted

amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination
- Task 2 – Survey and Basemapping (OverSite LLC)
- Task 3 – Utility Coordination
- Task 4 – Geotechnical Investigations (HWA GeoSciences)
- Task 5 – Environmental Documentation and Permitting
- Task 6 – Design Criteria, Review, & Updates
- Task 7 – Storm Drainage Design
- Task 8 – 90% PS&E
- Task 9 – 100% PS&E
- Task 10 – Ad-Ready PS&E Preparation
- Task 11 – WSDOT Coordination
- Task 12 – Bid Support

- Task D1 – NDPES (NOI) [Directed Service]
- Task D2 – Maximum Extent Feasible (MEF) Documentation [Directed Service]
- Task D3 – Pilot Infiltration Testing (PIT) (HWA GeoSciences) [Directed Service]
- Task D4 – Services During Construction [Directed Service]

Optional/Directed Services

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the Consultant.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Project Coordination

Consultant will coordinate with the City of Yakima on a regular basis to keep the City's project manager informed about project progress, project issues, budget and schedule.

The Consultant will attend one (1) in-person project kickoff meeting with the City and up to six (6) virtual project status meetings and up to six (6) in-person project status meetings with the City to occur up to once a month. These meetings under this work element will include the following participation by the Consultant team:

- Kickoff meeting will include attended by Perteet discipline leads, with up to four (4) staff from the Perteet team.
- Up to twelve (12) meetings attended by Perteet with up to two (2) staff from the Perteet team.
- Kickoff meeting will not include OverSite LLC. HWA GeoSciences attendance at the kickoff meeting will be included under Task 4.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for the project phases, through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City to review, and then the Consultant will prepare a maximum of two (2) schedule updates as the project progresses, when requested by the City. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

1.3 Progress Reports and Invoices

As part of the project, the Consultant will prepare monthly progress reports that describe the work elements that were accomplished during a given month. Progress report will include a status of overall project budget, spent and remaining, and overall percentage of project completion. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by major tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo or e-mail format), of out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Assumptions:

- This contract duration shall be no longer than twelve (12) months
- Project kickoff meeting will be held virtually and attended by up to four (4) staff from Perteet and subconsultants as described above.
- The Consultant project manager and up to one (1) additional Consultant staff member will attend up to twelve (12) virtual monthly project coordination meetings.
- The Consultant will prepare a maximum of thirteen (13) monthly invoices and progress reports.
- Maximum of two project schedule updates will be prepared after the initial draft and final schedule.
- Meetings between the Consultant team will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Minutes (PDF format)
- Draft and Final Project Schedule and a maximum of two updates (PDF format)

- Project Meeting Agendas for up to twelve (12) monthly meetings and notes/action items
- Monthly Invoices and Progress Reports (maximum of twelve [12]; PDF format)

Task 2 – Survey and Basemapping (OverSite LLC)

The intent of this task is to provide Storm, Sewer, & Gas infrastructure locates and structure measurements to support design improvements at the intersection of the City of Yakima’s E Nob Hill Boulevard and S Fair Avenue, for which the roadway widening, signal upgrades, new sidewalks, ADA curb ramps, driveway connections, and utility relocations and adjustments can be designed in detail and constructed. OverSite LLC will research and recover existing primary survey control and establish secondary survey control from which detailed topographic mapping will be performed. The limits for this survey will be as depicted in the attached Nob Hill Project Area Exhibit.pdf.

Work Elements:

2.1 Research

Research will be performed to recover underlying and/or adjoining survey control data relevant to the subject survey corridor to assist with the mapping effort.

2.2 Control Survey

GPS methods will be employed to establish control utilizing the Washington State Plane South Zone Coordinate system, NAD 83(2011) horizontal datum, and NAVD 88 Geoid 18 vertical datum as the basis for coordinates and elevations. Existing survey control monuments within one-quarter mile of the project corridor, such as those referenced on the Washington Geodetic Survey website, may be located as needed for the control survey. Existing street monuments underlying or closely adjoining the project corridor will be located. Auxiliary survey control will be established within the project limits as needed in order to perform the topographic survey.

2.3 Sub-Surface Utility Location

The Northwest Utility Notification Center (a Washington “Call Before You Dig” 811 service) will be used via their internet ticket processing ITIC site at <https://wa.itic.occinc.com> for utility location to identify and mark underground utilities prior to commencement of the topographic survey. This will consist of surface identification and marking of the horizontal location in the field.

Assumptions:

- Utility location purveyor will submit a traffic control plan and a right-of-way use permit to the City of Yakima if needed.

Deliverables:

- Existing utility locations and structure measurements identified in a .dwg file for incorporation into a base map.

2.4 Topographic Field Survey

A topographic survey for locating utilities will be conducted across the proposed corridor as described above and as determined by the City of Yakima. The survey will locate features as described below:

- Gravity systems, i.e. storm drain and sewer, will be surveyed to the next downstream structure beyond the limits of the survey corridor.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, catch basin size/type, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts, if present.
- Water meters will be located throughout the proposed corridor.
- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Survey will also include, but not be limited to:
 - Utility access points - cleanouts, hand-holes, traffic signal control vaults, etc.
 - Irrigation control valves
 - Traffic signal, power, telecommunication and luminaire poles
 - Fire hydrants
 - Fire department connections and detector check vaults
 - Sub-Surface utility locations marks as delineated by a professional locating service
 - Street monuments and survey control points

2.5 Survey Basemapping

A topographic survey map will be prepared in AutoCAD Civil 3D (2020 version) format depicting features located during the field survey, more specifically:

- Basemap will incorporate field-located utility appurtenances and sub-surface utility paint marks.
- Manholes:
 - Inverts will be shown for pipes into or out of structures detailing pipe diameter, pipe material type, and direction of pipe.
 - Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
 - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger will be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols will be per APWA standards and shown at a 1"=20' scale on plans.
- Line work will be in model space. Drawing units will be U.S. decimal feet.
- APWA CAD standards for layers and symbols will be used.

2.6 Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received, internally from OverSite and from Perteet have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to document that they have been addressed.

Assumptions:

- All field work will be located within City ROW and right of entries permits will not be required.
- Consultant's personnel are not certified for confined space entry and as such utility manholes may only be measured from the surface. Invert elevations up to a depth of 25 feet will be measured with an electronic distometer with an IMU for angle compensation.
- Title reports for land parcels adjoining and/or underlying the survey corridor are not anticipated to be needed for this project.

Deliverables:

- A digital copy of the survey drawing, provided in AutoCAD Civil 3D format, version 2020
- Copies of field notes
- Point list in ascii or text format, comma delimited.

Task 3 – Utility Coordination

The Consultant will manage the utility coordination process for the project, which will include providing utility franchises (Pacific Power and Light Co., Cascade Natural Gas, CenturyLink/Qwest, Integra, and Charter Spectrum) and City owned utilities (water and sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. The Consultant will coordinate and manage the potholing efforts through the design phase. The Consultant will also prepare and maintain a utility coordination log, and a conflicts/resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

The Consultant will perform the utility impact assessment and coordinate on work elements as described below:

3.1 Utility Coordination

The Consultant will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by the Consultant under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The Consultant will request the utilities to review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant based on available information.
- Coordinate and attending up to one (1) virtual meeting with the group of the franchise utilities (before 90%) and up to two (2) separate virtual meetings with specific utilities as needed (assume total of three [3] meetings). The Consultant will prepare meeting agendas and notes.
- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs and documentation of which facilities shall be relocated prior to, or during, construction.

- Provide the utility owners with electronic (PDF) copies of the 90%, 100%, and Ad-Ready plan sheets, as well as potential conflict locations for resolution.

It is assumed that the following utility franchises exist within the E Nob Hill Boulevard and S Fair Avenue intersection limits. These include:

- Pacific Power and Light Company (PP&L)
- Fiber-optics (Integra)
- Communication and Cable (CenturyLink/Qwest and Charter Spectrum)
- Gas Distribution (Puget Sound Energy)
- Water (City of Yakima)
- Sanitary Sewer (City of Yakima)
- Stormwater (City of Yakima)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Storm Drainage Design Task.

Assumptions:

- The City will distribute internally the plan sets for City owned utilities for review or provide contact information for City owned utilities to the Consultant.
- The group utility meeting will be attended by up to three (3) Consultant staff members and will take up to three (3) hours, including prep time and meeting agenda/notes prep.
- The individual utility meetings will be attended by up to three (3) Consultant staff members and will take up to two (2) hours each, including prep time and meeting agenda/notes prep.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- The Consultant will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise owned utilities. The franchise agreements will be provided by the City.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility conflict and relocation spreadsheet – updated with potholing results for each meeting (electronic copy)
- Agendas and meeting notes (assume three [3] meetings total)
- Separate half size utility plan sheets with conflicts noted (with 90% and 100% submittals) (PDF format)
- Half size 90%, 100%, and Ad-Ready PS&E plan sets sent to applicable utility franchises (PDF format)
- CAD file for franchise use in preparing relocation design (at 90% and 100%)

3.2 Pothole Exploration

The Consultant will coordinate with the applicable utility franchises to perform potholing explorations during the 90% and 100% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

Services provided by the Consultant under this subtask will include:

- Identifying potential utility conflicts and pothole locations based on the 90% and 100% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor).
- Manage pothole program on behalf of franchise utilities and City. The Consultant will identify potholing needs, on the utility conflicts spreadsheet, and also by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.
- Utilize a utility potholing service for those locations that will not be provided by a franchise utility. This Scope of Services assumes up to six (6) pothole locations.
- The utility potholing service will send invoices for billing directly to the City.

Assumptions:

- Utility potholing will be provided by a utility locate service under this contract or by utility franchise agreement with the City.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility information updated according to pothole results at the 90% and 100% design phases
- Pothole location exhibits and results log

3.3 Relocation Coordination

The Consultant will coordinate with the franchise utilities regarding franchise utility relocation design and proposed utility locations, and provide the following limited services:

- Coordinating with the franchise utility owner to relocate facilities (facility relocations provided by franchise utility owner), assisting the City in identifying potential locations for franchise utilities to relocate to. The Consultant will review the franchise utilities design and plans in an effort to confirm there may be no conflict with other facilities and the proposed project work.

Assumptions:

- The redesign and/or relocation of franchise owned utilities Plans for construction will not be performed by the Consultant, and relocation Plans prepared by the franchise utility will not be included in this project. It is assumed that franchise utilities will be responsible to design in detail and prepare Plans for relocation construction and construction for those facilities shall occur under a separate construction contract. These services will be considered additional services by the Consultant and may be included as a supplement to this Scope of Services.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Meeting notes

Task 4 – Geotechnical Investigations (HWA GeoSciences)

HWA GeoSciences Inc. (HWA) will provide geotechnical services associated with the E Nob Hill Boulevard and S Fair Avenue Intersection Improvements project for the City of Yakima.

To evaluate subsurface conditions for the proposed intersection improvements we propose to complete two machine drilled borings using a rubber track mounted sonic drill rig. The subsurface information will be used to provide geotechnical recommendations for the proposed signal pole foundations, stormwater improvements, and to screen for infiltration feasibility. No infiltration testing will be completed at the phase, infiltration feasibility will be evaluated based on grain-size analysis. We have provided an optional task (Directed Services D3) to conduct infiltration testing if it is determined to be required or desired.

Specific work elements are described below.

Project Setup:

- **Project Setup:** HWA will initiate the project and set up billing information in support of invoicing throughout the project.
- **Attend Project Kickoff Meeting:** HWA will participate in one project kickoff meeting with the City of Yakima and the design team. This meeting will review project objectives, communication protocol and schedule.

Geotechnical Investigation:

- **Plan and Coordinate Geotechnical Field Exploration Program:** HWA will plan and coordinate a geotechnical engineering investigation.
- **Conduct Utility Locates and GIS Map:** HWA will generate a GIS map with the proposed boring locations and will conduct a site reconnaissance to mark the locations of the proposed borings, along with evaluation of site access considerations. We will arrange for utility locates using the Utility Notification Center. In addition, private utility locators will be utilized when deemed necessary.
- **Traffic Control Coordination.** Traffic control plans will be provided for the proposed field explorations for City review and approval prior to field operations. Traffic control plans will be prepared and signed by a Traffic Control Supervisor subcontracted by HWA.
- **Generate Geotechnical Subsurface Investigation Plan (GSIP):** HWA will prepare a Geotechnical Work Plan Memoranda for the proposed exploration program. The work plan will be submitted to the design team and City for review and approval. The work plan will detail the type, location, and extent (depth, sampling interval, in-situ testing) of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and/or staging areas. The work plans will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations.
- **Conduct Geotechnical Explorations:** HWA will conduct two geotechnical borings on opposite corners of the intersection to depths up to 30 feet. Each boring will be drilled with a rubber track mounted sonic drill rig. The borings will be logged by an HWA geotechnical engineer or geologist and soil samples will be recovered at 2½ to 5-foot intervals. The borings will be backfilled per the department of ecology requirement. The surface will be restored to match existing conditions. We anticipate lane closures and traffic control will be required during drilling.
- **Prepare Summary Logs and Assign Lab Testing:** HWA will generate summary boring logs and conduct geotechnical laboratory testing on the representative soil samples obtained from the borehole explorations to determine engineering and index properties of the site soils. Laboratory testing will include natural moisture content, grain size distribution analysis, and Atterberg Limits.

Geotechnical Design Services:

- **Signal Pole Foundation Design and Recommendation:** HWA will evaluate the data derived from field investigations and laboratory testing to provide standard signal pole foundation recommendations.
- **Infiltration Screening Analyses and Recommendation:** Upon completion of explorations, HWA will conduct grain size analysis screening of the near surface soils to determine the potential for use of onsite infiltration. If this screening results in identifying areas with potential for onsite infiltration grain size analysis will be used to determine a design infiltration rate. If additional infiltration testing is determined to be required or designer, HWA will conduct such testing under Directed Services Task D3.
- **HWA QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team and the City.
- **Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical engineering report summarizing the results of our investigation and presenting our conclusions and recommendations. HWA will finalize the report after receiving review comments from the design team.
- **Final Geotechnical Report:** HWA will finalize our geotechnical report once we receive review comments from the design team and the City.
- **Project Management and QA/QC:** HWA will provide project management and correspondence with the design team to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of meetings, emails, and telephone calls, as necessary. HWA will prepare a maximum of eight (8) monthly invoices.

Assumptions

- HWA will locate all field explorations within the City ROW, and we assume that right of entries permits will not be required. HWA will submit a ROW use permit for approval, if required by the City.
- Boring locations will be accessible by truck- or track-mounted drill rigs.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor. HWA assumes no concrete pavement or buried concrete slab at the drilling locations and assumes that coring will not be required prior to drilling the proposed borings. The City will verify that there is no concrete pavement buried under the roadway at proposed drilling locations. If the City confirms there is no buried concrete pavement, but if it is encountered during drilling, additional costs to complete drilling will be at the expense of the City.
- Geotechnical borings conducted through the pavement will be patched with quick drying cement. Saw cutting of the pavement or hot mix asphalt patches will not be completed.
- Phase 1 or Phase 2 Environmental Site Assessments are not included in this scope.
- No groundwater monitoring wells will be installed.
- No infiltration testing will be conducted under this task.
- Boring locations will be located using handheld GPS and measurement from existing know features.
- Neither seismic or site specific PSHA nor site specific response analyses are included in this scope.
- Design and implementation of any dewatering systems will be the responsibility of the contractor.
- All field work including site reconnaissance, utility locates, and drilling will be accomplished during normal

daylight workdays and hours, with at least a minimum 8 hours available per day.

- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by the Consultant is not included.

Deliverables

- Geotechnical Work Plan.
- Draft and final Geotechnical Engineering Report (PDF format)

Task 5 – Environmental Documentation and Permitting

The Consultant will provide additional environmental documentation and permitting assistance for required federal, state, and local permits, as required by the various resource agencies. It is assumed that NEPA is complete and the remaining documentation and permits required for the project include SEPA and construction-related and local permits.

5.1 Background Information Review

The Consultant will obtain and review available project and resource information relevant to the environmental context of the project action, inclusive of NEPA and other existing documents, resource agency database review of available information on historical/cultural resources, ecology facilities, priority/threatened/endangered species, and information from the design team applicable to the environmental context to begin document preparation or exclusion documentation/consideration.

Assumptions:

- No permits or permit document preparation efforts are assumed for this task – this task is for assembly and review of known documents and databases.
- Environmental review will be adequately addressed with documents provided under this task and associated with other in-scope documents.
- NEPA and related documents provided and reviewed under this task are assumed to be complete and consistent with current regulations for use in applying to SEPA and related project construction permits. If additional requirements are triggered in the design phase, a supplement will be required.

Deliverables:

- Project and resource information correspondence relevant to the environmental context of the project

5.2 SEPA Checklist

The Consultant will prepare a draft and final SEPA checklist for City use at the 90% design level inclusive of available NEPA discipline memos and related project documents under this scope of work as supporting information.

Assumptions:

- SEPA determination will result in a Determination of Nonsignificance (DNS) or Mitigated Determination of Nonsignificance (MDNS).
- City will provide one (1) consolidated review on the draft checklist prior to being finalized by the Consultant.

- City will address SEPA public notice requirements.
- SEPA will not be appealed.
- Available public records data for cultural resources (DAHP) and toxics (Ecology) will be reviewed in comparison to prior NEPA information for this task.
- NEPA information used for SEPA is assumed to be relevant and accurate for endangered species and other environmental classification categories.
- No special studies or analysis outside of what is generated in this scope is included in this task.

Deliverables:

- Draft and final SEPA checklist
- Correspondence via email

5.3 Local Permits

The Consultant will coordinate and obtain local permits from the City of Yakima and State of Washington, Labor & Industries (L&I). Preliminary review of the City permitting website, it is anticipated that the project will require the following permit application submittals:

- Application for Right-of-Way – Excavation Permit (City of Yakima)
- Demolition Permit Application Packet (City of Yakima)
- Grading Permit Application Packet (City of Yakima)
- Electrical Permits/inspections (L&I)
- Stormwater Permit Application Packet (City of Yakima)

These permits are in addition to SEPA approvals (performed under Task 5.2) and do not include any non-City of Yakima permits, unless listed above. State and Federal permits will be obtained through the SEPA process (performed under Task 5.2) or have been obtained through the approved NEPA process.

This work element also includes:

- Pre-application meeting form and meeting with City of Yakima Community Development Department.
- Complete permit applications and submittals through online City permits portal.
- Monitor and review permit applications status.
- Coordinate payments (to be made by the City) and retrieve issued permits.
- Prepare Permit Commitments Summary to provide the permit conditions, requirements and authorities issued for the project and/or required during Construction.

Assumptions:

- The City will provide payment for all required permit fees.
- Submittal documents required for the Stormwater Permit Application Packet will be performed under other tasks included in this Scope of Services.
- No special studies or analysis outside of what is generated in this scope is included in this task.
- The level of effort by the Consultant for this task is based on the work elements and number of deliverables identified below. The budget assigned for this task will be limited to the amount designated in the fee schedule for this Task. If additional permits and deliverables are needed that cannot be accommodated within the established budget, a supplement to the Agreement will be required.

Deliverables:

- Application for Right-of-Way – Excavation Permit
- Demolition Permit Application Packet
- Grading Permit Application Packet
- Electrical Permits/inspections
- Stormwater Permit Application Packet
- Up to four (4) exhibits as needed for the permits listed above (PDF format)

Task 6 – Design Criteria, Review, & Updates

The Consultant will establish design criteria for elements of the project design and review the existing design provided by the City to reflect current standards.

6.1 Design Criteria Matrix

The Consultant will prepare a design matrix documenting the design criteria and standards that will be used as the basis for the 90% and 100% PS&E design. Draft and final matrices will be prepared prior to beginning 90% project design review. The project's design criteria matrix will be identified on elements such as lane widths, design speeds, sidewalk widths, lane tapers, curb return radii, left-turn lane storage, ADA curb ramps, APS push buttons, signal phasing and design, water line pipe size and material, and drainage design criteria (prepared under Task 7). The latest editions and amendments of the below listed publications will be used as the design manuals, except drainage design, for this project.

- City of Yakima Engineering Standard Details and Specifications
- WSDOT Design Manual (M 22-01)
- WSDOT Standard Plans (M 21-01)
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10)
- 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way, July 26, 2011 (2011 PROWAG)
- WSDOT Traffic Manual (M 51-02)

Assumptions:

- The Final Design Criteria Matrix will be shared with the City of Yakima for review and concurrence before the Consultant proceeds with 90% detailed design and modifications.
- This task assumes one round of review by the City and changes by the Consultant.
- If there are new editions or amendments published to the above listed publications after the Final Design Criteria Matrix is approved by the City and the City requests the Consultant to use the new publications that require significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Deliverables:

- One (1) draft and one (1) final copy of the Design Criteria Matrix, including the Storm Drainage Design Criteria prepared under Task 7 (PDF format)

6.2 Design Review and Updates

The Consultant will review the project design and records provided by the City to determine revisions in the design that are required to update the design to the current editions of the publications listed in subtask 6.1. If any updates are required, the Consultant will update the design to include the required revisions. The Consultant will also process and review the survey basemap, available Right-of-Way (ROW), and proposed design CAD file that have been prepared by the City.

It is anticipated the revisions/updates will focus on the following elements:

- Preliminary traffic signal design
- Utility conflict resolution with the overhead and underground utilities
- Street light relocations to new utility poles
- Preliminary curb ramp design for curb ramps in the intersection and type I commercial approaches
- Miscellaneous updates for relatively minor tasks limited to the amount proposed in the fee proposal

This work element also includes:

- Coordination with the City prior to the 90% and 100% design reviews
- Site visits prior to 90% design to observe site conditions and/or anticipated design revisions
- Separate the existing survey, ROW, and proposed design into respective CADD files (2020 version)
- Updates to the current existing basemap, if it is determined in the field that site conditions have changed. Updates are assumed to be minor in nature and will be based on notes by the design team.

Assumptions:

- The City will provide as-built information for traffic signals and illumination.
- The review of the storm drainage design will be performed under Task 7 of this Scope of Services.
- The City will provide the CADD file containing the existing survey basemap, existing and proposed ROW, and the proposed design.
- Street lights not included on poles with signal equipment will be mounted on utility poles. No new electrical service connection points will be needed for illumination.
- Detailed traffic signal design will be completed under Task 8.5.
- Detailed curb ramp design will be completed under Task 8.4.

6.3 Preliminary Opinion of Cost

The Consultant will calculate quantities and opinion of construction costs based upon the updated plan and layout for the intersection improvements completed under Task 6.2. The opinion of costs for the project, including contingencies, will be compared to available construction funding to verify that sufficient funds are available.

6.4 Design Memorandum

The Consultant will prepare a Design Memorandum documenting the intersection improvements, summary of ADA compliance requirements as identified in Task 8.4, and traffic signal design completed under Task 8.5. It is the intent of the Design Memorandum to document the design criteria completed under Task 6.1 and include the WSDOT LAG Manual Local Agency Design Matrix Checklist.

Assumptions:

- This task assumes one round of review by the City and changes by the Consultant.

Deliverables:

- Roll plot of project footprint/limits/channelization (after revisions completed under Task 6.2) in electronic PDF format
- Preliminary opinion of cost (completed under task 6.3) in electronic PDF format
- One (1) copy of the draft and final Design Memorandum in electronic PDF format
- One (1) copy of the Storm Drainage Design Criteria prepared under Task 7 (PDF format)

Task 7 – Storm Drainage Design

Overall task management and coordination work elements include:

7.1 Coordination with City

The Consultant will coordinate with City of Yakima stormwater staff and the maintenance department regarding proposed drainage systems planned for the project. The Consultant will also coordinate with permit specialist regarding drainage components in the documents (prepared under Task 5 of this Scope of Services).

Assumptions:

- Coordination effort assumes up to two (2) virtual meetings with the City of Yakima.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Draft meeting notes for up to two (2) meetings provided in Word format, submitted via email
- Final meeting notes for up to two (2) meetings provided in PDF format, submitted via email

7.2 Design Criteria

The 2010 Yakima County Regional Stormwater Manual (YCRSM), 2011 Yakima County Regional Low Impact Development Stormwater Design Manual, and Yakima Municipal Code (YMC), will be used as the drainage design manuals for this project. Prior to beginning project drainage design, a Storm Drainage Design Criteria matrix will be prepared summarizing drainage related requirements and standards.

Assumptions:

- The Storm Drainage Design Criteria matrix will be included with the Design Criteria Matrix (prepared under subtask 6.1) and shared with the City of Yakima for review and concurrence before the Consultant proceeds with detailed drainage design work.
- If there are new editions or amendments published to the above listed publications after the Final Design Criteria Matrix is approved by the City and the City requests the Consultant to use the new publications that require significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Deliverables:

- One (1) PDF copy of the Storm Drainage Design Criteria matrix, to be included in the appendix of the Drainage Report

7.3 Offsite Analysis

The Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project limits. The downstream analysis will include a review of recent drainage complaint documentation provided by the City (if it exists) and a visual assessment of the downstream route to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for the downstream drainage conveyance system associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The Consultant will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

The Consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service.

Assumptions:

- The site consists of a single TDA and therefore the Consultant will analyze up to one (1) downstream route.
- The downstream route field investigation is assuming the Consultant has permission to enter private properties to conduct the work. If the downstream route field investigation requires access onto private property, right-of-entry permissions will be obtained by the City of Yakima.

Deliverables:

- Offsite Analysis Write-up, to be included in a section of the Drainage Report, see Task 7.7

7.4 Site Assessment and Mapping

Consultant will prepare site assessment maps showing existing drainage features, drainage patterns, and soil conditions within the E Nob Hill Boulevard and S Fair Avenue intersection improvements project vicinity. The site assessment maps will be assembled based upon new topographic survey mapping, City records, and City maps. Offsite information that is outside of the basemap limits will be acquired from GIS mapping, City records, and City maps. The site assessment mapping will include:

- Land use types and areas
- Topographic plans within the road project right-of-way, including enclosed drainage
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS)
- Watershed and stream basin information (electronic GIS)
- Wetlands, streams, and other critical areas (if applicable)
- Relevant Basin Plans that may have impact on drainage design (supplied by City, if available)
- Soil types – Natural Resources Conservation Service (NRCS)

The Consultant will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for flow control and water quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The Consultant will prepare a summary of area tables for pre-project and post-project conditions.

Deliverables:

- Existing Drainage Condition Maps (approximately four [4] 11"x17" sheets, to be included in the Drainage Report, Task 7.7)
- Downstream Routes/Upstream Areas Exhibit (one [1] 11"x17" sheet, to be included in the Drainage Report, Task 7.7)
- Soils Map (one [1] 11"x17" sheet, to be included in the Drainage Report, Task 7.7)
- Existing Impervious Area Maps (approximately three [3] 11"x17" sheets, to be included in the Drainage Report, Task 7.7)
- Proposed Impervious Area Maps (approximately three [3] 11"x17" sheets, to be included in the Drainage Report, Task 7.7)
- Tables identifying the different types of impervious surfaces (to be included in the Drainage Report, Task 7.7)

7.5 Water Quality Treatment and Flow Control Calculations

Consultant will prepare sizing calculations for the proposed water quality treatment and flow control facilities.

Assumptions:

- The hydrologic analysis conducted as part of this work element will be done per methods discussed in the Yakima County Stormwater Manual.

Deliverables:

- Water Quality Treatment and Flow Control calculations (to be included in the Drainage Report, Task 7.7)

7.6 Conveyance Calculations

Consultant will prepare storm pipe conveyance capacity calculations for new storm drain conveyance systems within the project area limits as follows:

- 90% PS&E: Prepare preliminary pipe sizing and backwater calculations, using Stormshed 3G or an equivalent backwater calculation software program and the Rational Method.
- 100% PS&E: Prepare final pipe capacity and backwater calculations, using Stormshed 3G or an equivalent backwater calculation software program and the Rational Method.

Assumptions:

- Conveyance calculations will be performed for new storm drain conveyance systems only. Existing storm drain conveyance systems will not be analyzed.
- Gutter flow calculations will not be performed.

Deliverables:

- Conveyance Calculations (to be included in the Drainage Report, Task 7.7)

7.7 Drainage Report

Consultant will assemble a draft (90%) and final Drainage Report (100%). The Drainage Report will include a written assessment and summary of the surface water design features on the project, summary tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, and supporting exhibits.

Independent QA/QC reviews of the Drainage Report will be conducted for each submittal (90% and 100%). QA/QC reviews will be conducted by senior staff.

Deliverables:

- Draft Drainage Report at 90% PS&E (an electronic copy in PDF)
- Final Drainage Report at 100% PS&E (an electronic copy in PDF format)

Task 8 – 90% Plans, Specifications, and Opinion of Costs

The Consultant will prepare 90% plans, specifications, and opinion of costs for the construction contract and submit them to the City for review and comment. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Central Washington Region.

8.1 90% Plans & Design

It is anticipated that the 90% plans will consist of the following sheets (47 sheets):

- Cover Sheet w/Vicinity Map and Index (1 sheet)
- Legend and Abbreviations (1 sheet)
- Site Preparation/Temporary Erosion and Sediment Control (TESC) Plans (2 sheets)
- Typical Roadway Sections (2 sheets)
- Roadway Plan and Profile (3 sheets)
- Miscellaneous Details (2 sheets)
- Intersection Plan (1 sheet) (prepared under subtask 8.4)
- Curb Ramp Details (2 sheets) (prepared under subtask 8.4)
- Drainage Plan and Profile (3 sheets)
- Drainage Details (2 sheets)
- Driveway Plan and Profiles (4 sheets)
- Driveway Details (1 sheet)
- Channelization and Signing Plan (2 sheets)
- Channelization and Signing Details (2 sheets)
- Signal and Illumination Plan (4 sheets) (prepared under subtask 8.5)
- Signal and Illumination Details (2 sheets) (prepared under subtask 8.5)
- Temporary Traffic Signal Plan (3 sheets) (prepared under subtask 8.5)
- Temporary Traffic Signal Details (2 sheets) (prepared under subtask 8.5)

- Traffic Control Plan and Details (3 sheets)
- Pedestrian Traffic Control Plan and Details (2 sheets)
- Construction Phasing Plan (3 sheets)

Assumptions:

- The water line, hydrant, and meter box relocation design and details will be shown on the Roadway Plan and Profile and Miscellaneous Details sheets.
- The size of water line will match the existing size.
- Pipe material will be determined under Task 6.1.
- The water service sizes will match existing, or as directed by the City.

Deliverables:

- Electronic copy of the 90% plan set in PDF format via e-mail

8.2 90% Opinion of Costs

The Consultant will calculate 90% level quantities and opinion of construction costs based upon the 90% design and construction plans and anticipated unit bid prices.

Assumptions:

- The bid schedule for the opinion of cost will include up to two (2) bid schedules.

Deliverables:

- Electronic copy of the 90% opinion of cost summary submitted in PDF format via e-mail

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

8.3 90% Specifications

The Consultant will prepare Contract Provisions ("Specifications") for the 90% submittal. These will include Special Provisions for the items of work that are not covered by the current WSDOT/APWA Standard Specifications, including Yakima General Requirements. Bid forms will not be included in the 90% submittal.

Assumptions:

- It is assumed that the City will provide the Consultant with any Yakima General Special Provisions and Requirements to be used on the project.
- It is assumed that the City will provide the Consultant with their standard, current, boilerplate contract language ("front end docs") to be used for the project.

Deliverables:

- Electronic copy of the 90% Specifications in Microsoft Word format via e-mail

8.4 90% Curb Ramp Design & Plans

The Consultant will propose and design ADA compliant solutions for each of the identified curb ramps within the project limits, as well as for the pedestrian signal elements. The curb ramp locations and pedestrian signals will be identified and agreed upon before any curb ramp design work is performed.

The work for this task includes the design and layout for up to twelve (12) identified curb ramps. It is anticipated that the location and total number of curb ramps to be designed are as follows:

- Eight (8) each at E Nob Hill Boulevard/S Fair Avenue:
 - Two (2) each at all corners (SW, NW, NE, & SE)
- Four (4) each at the type 1 commercial approaches accessing Classic Auto Wash
 - Two (2) each at commercial approach

The Consultant will prepare exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion. The Consultant will attend up to one (1) virtual coordination meeting with the City regarding curb ramp and signal design considerations.

The purpose of the exhibits is to have a review of the horizontal curb ramp and signal layout and gain concurrence by the City of the ramp types, locations, and alignment of the curb ramps prior to the final design phase. Prior to City concurrence, the Consultant will perform minimal design needed to propose ADA compliant solutions for the curb ramps and pedestrian signals to be replaced and approximate the footprint of each non-standard curb ramp. The curb ramp and pedestrian signal designs will address existing utility impacts as well, and how to avoid them, if possible.

Once City concurrence on the curb ramp and pedestrian signal designs is achieved, the Consultant will progress the curb ramp and pedestrian signal designs to a 90% design level. For the 90% design, the level of detail and information shown in the plans for curb ramp and pedestrian signal design will be as follows:

- Anticipated lengths of the curb ramps based on the site-specific surveys.
- Provide detailed cross sections in both directions, and notes pertaining to the lengths, maximum slopes, and dimensions of the curb ramps.
- A general note will be provided directing the Contractor to confirm and maintain the existing curb return radii when applicable.

Deliverables:

- Up to six (6) Curb Ramp Exhibits (PDF)
- Intersection Plan and Curb Ramp Details included in the 90% Plans in Task 8.1

8.5 90% Traffic Signal Design & Plans

The 90% traffic signal design will incorporate the results from as-builts and survey information for items expected to remain. Note that most signal elements are expected to be removed. The plans will include existing information, traffic signal phasing as agreed upon with the City under Task 6.1, and signal pole and vehicle head layout. The Consultant will also prepare wiring and conduit layout, mast arm wind calculations, section views for signal mast arm design to review clearances, and foundation locations. The Consultant will also integrate the ADA design with the APS pushbutton location.

The Consultant will review the plans for constructability, and review whether temporary signals will be required for construction. This will include conduit and wiring review for temporary and permanent wiring, temporary signal head placement, vehicle detection, or other signal modifications that could be impacted from construction.

The Consultant will perform temporary signal design because the existing signal cannot be maintained during construction for a period of longer than one (1) working day. It is anticipated that the existing signal will be shut down for more than one (1) working day for a switchover to the new traffic signal system. The temporary signal will be placed outside of the existing and proposed signal equipment to facilitate the construction of the proposed items.

Assumptions:

- Temporary signal will be designed using wood poles and overhead conductors. It is assumed that the poles will be direct buried and not require design foundations.
- Temporary signal will utilize the existing controller. The existing signal phasing will be utilized in the temporary signal design.
- Foundations will be per WSDOT standard plans. Special foundation designs are considered an additional service and are not covered under this Scope of Services.
- CAD files for signal plans from an example project will be provided by the City.

Deliverables:

- 90% Traffic Signal Plan and Details included with Task 8.1.
- 90% Temporary Traffic Signal Plan and Details included with Task 8.1.

8.6 90% PS&E QA/QC and Constructability Review

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 9 – 100% Plans, Specifications, and Opinion of Costs

The Consultant will revise the 90% plans, specifications, and opinion of cost estimate based on the City's comments and prepare a 100% PS&E package. This submittal will include the preparation of the Bid Schedule to be included in the Specifications.

The Consultant will provide WSDOT with a 100% set of bid documents for review. The Consultant will also submit the 100% PS&E package, including the Bid Schedule, to the City for a 100% check print before assembling the contract documents. 100% comments will be delivered electronically and incorporated into the Ad-Ready bid documents.

Assumptions:

- It is assumed that the 100% review comments will be minor in nature and not reflect any significant changes to design. If there are significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

9.1 Response to 90% Comments

The Consultant will attend one (1) comment review meeting with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Assumptions:

- 90% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Consultant.
- Up to three (3) Consultant staff will attend one (1) comment review meeting held virtually.

Deliverables:

- Written responses to 90% comments

9.2 100% Plans & Design

The Plan sheets will be the same as those identified under the 90% design phase.

Deliverables:

- Electronic copy of the 100% plans (full-size [22" x 34"]) in PDF format via e-mail

9.3 100% Opinion of Costs

The Consultant will update the project quantities and prepare a 100% opinion of construction costs based upon the 100% design and construction plans and current unit bid prices. The Consultant will address applicable 90% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the opinion of cost summary submitted in PDF format via e-mail

9.4 100% Specifications

The Consultant will prepare the 100% Specifications based upon the 100% design. The Consultant will address applicable 90% review comments and make revisions as necessary. Bid forms will be filled out with the project quantities with this submittal. The Contract Documents will include all required documents to meet federal funding requirements.

Deliverables:

- Electronic copy of the 100% bid documents Contract Specifications, including the Bid Schedule, submitted in PDF format via electronic e-mail

9.5 100% PS&E QA/QC Review

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 10 – Ad-Ready Contract Documents

The Consultant will finalize the 100% plans, specifications and opinion of cost estimate based on the City's comments and WSDOT review comments and prepare Ad-Ready Contract Documents. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design. The fee effort for this task includes a review of the 2024 Standard Specifications for changes from the 2023 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project and more frequent publications, and timing of publications, of the Standard Specifications, it is assumed the 2024 Standard Specifications will need to be used).

The Consultant will provide WSDOT with a final set of bid documents for approval.

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the 100% check set submittal. It is assumed that 100% review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, the Consultant may make minor revisions to the Plans, Specifications, and Opinion of Costs. It is assumed that the drainage and ADA standards applying to this project will not be changed.
- The City will provide Builders Exchange and QuestCDN with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding.
- The City will provide Builders Exchange and QuestCDN with a camera-ready or electronic set of Contract Specifications for purposes of their scanning and contract document distribution during bidding.
- WSDOT comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.
- The City will coordinate the project advertisement with various newspaper publishers.

Deliverables:

- Electronic copy of the Ad-Ready plans; half size (11" x 17") and full size (22" x 34") signed plans, in PDF format via e-mail
- Electronic copy of the opinion of cost summary submitted in PDF format via e-mail
- Electronic copy of the Ad-Ready bid documents Contract Specifications, including the Bid Schedule, City contracting documents, specifications, standard details, and wage rates, submitted in PDF format via e-mail
- Written responses to the Final review comments

Task 11 – WSDOT Coordination

The Consultant will coordinate with WSDOT regarding the approval of the 100% and Ad-Ready construction plans, specifications, and opinion of cost. The Consultant will also coordinate with WSDOT regarding the required checklists, and public information findings (PIF), if required, for federally funded projects.

11.1 WSDOT Coordination for PS&E

Because there is federal funding included in the project, WSDOT will need to approve the project's construction contract documents. This task includes coordinating with WSDOT through e-mails and by phone. The Consultant

will prepare hard copies and electronic copies of the 100% plans, opinion of costs, contract specifications, and complete the WSDOT PS&E Checklist, and submit as a submittal package to WSDOT for review.

The Consultant will review and address WSDOT comments resulting from the 100% review. The Consultant will arrange, prepare for, attend, and prepare meeting notes for up to one (1) meetings with WSDOT to discuss the 100% comments and prepare for the final submittal.

Deliverables:

- Up to three (3) hard copies of 100% and Ad-Ready plans and contract provisions, and one electronic pdf copy, for WSDOT review and approval
- Completed WSDOT PS&E Checklist submitted with the 100% PS&E to WSDOT
- Provide additional support information to WSDOT as requested to obtain approval by WSDOT for the final contract documents

11.2 Preparation of Public Information Findings (PIFs)

The Consultant will prepare and submit Public Information Findings (PIFs) for proprietary items, as required for WSDOT on federally funded projects. Preparation includes obtaining verifications from vendors that materials meet Buy America requirements, or obtain values of items and the value of foreign steel and/or iron, if any, and the preparation of WSDOT Form 140-051.

Assumptions:

- It is anticipated that a PIF will be prepared for signal controller equipment and detection equipment. If other items are identified as needing PIF documentation, this may be considered an additional service and may require a supplement to the Agreement.
- Vendor and City signatures will be the required approval, and forms submitted to WSDOT are for record keeping purposes.

Deliverables:

- Draft and Final PIF documentation (WSDOT Form 140-051)

If needed the Consultant will arrange, prepare for, attend, and prepare meeting notes for up to two (2) meetings with WSDOT to discuss project information. The meetings will focus on gaining WSDOT concurrence of these documents. This task includes coordinating with WSDOT through e-mails and by phone.

Task 12 – Bid Support

The Consultant will support the City during the bidding phase of the project. The Consultant will respond to requests for clarifications and prepare Addendums. The effort for the assistance during bidding is limited to the fee identified in the fee schedule for this Task.

12.1 Provide Bid Clarifications

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (e-mail format)

12.2 Addenda

The Consultant will assist the City with preparing materials to be included with up to two (2) Addenda, as required.

Assumptions:

- The City will provide their standard addendum template for the Consultant to use.
- The Consultant will prepare addendums for distribution during the bidding process.
- The Consultant will provide Builders Exchange and QuestCDN with electronic copies of addendums for purposes of scanning and contract document distribution during bidding.
- The Consultant will track bid questions and communicate with bidders.

Deliverables:

- Electronic copies of up to two (2) Addenda for purposes of contract document distribution during bidding.

12.3 Bid Review and Tabulation

The Consultant will review Contractor submitted bids for responsiveness and prepare bid tabulation for City review.

Assumptions:

- The Consultant will prepare and review the bid tabulation.
- The Consultant will determine if the bids are responsive or not.

Deliverables:

- Bid tabulation (Excel)
- Recommendation of Award Letter (Word)

12.4 Conformed Construction Documents

The Consultant will modify original bid documents to prepare a “Conformed for Construction” project manual and plan set to be used during construction that will incorporate any issued addenda, and the final completed contract portion of the agreement between the City and the Contractor, including a completed copy of the bid proposal.

Assumptions:

- The City will provide the Consultant with the final contract agreement with the Contractor that is to be included with the conformed project manual.
- The Consultant will assemble issued addenda and the provided contract agreement in to the “Conformed for Construction” documents.
- The Consultant will reproduce hard copies of the “Conformed for Construction” documents.

Deliverables:

- Electronic copy of the “Conformed for Construction” project manual

- Electronic copy of the “Conformed for Construction” plan set in half-size and full-size

Directed Service D1 – NPDES (NOI)

This work element will only be executed by the Consultant upon written (email) approval by the City.

The level of effort by the Consultant for this task is based on the work elements and number of deliverables identified below. The budget assigned for this task will be limited to the amount designated in the fee schedule for this Task. If additional revisions and deliverables are needed cannot be accommodated within the established budget, a supplement to the Agreement will be required.

The construction of the Project may require an acre or more of cumulative land disturbance triggering Construction Stormwater General Permit (CSGP) Notice of Intent (NOI) submittal to Ecology. A NOI will be prepared at the final design level if deemed necessary and is required in order to obtain a CSGP from Ecology.

Assumptions:

- The Consultant will prepare and submit a NOI electronically after City issuance of SEPA exemption of SEPA determination.
- The City will be provided with applicant forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be indicated to be provided by the Contractor in the Specifications and permit compliance will be addressed by the Contractor.

Deliverables:

- Draft and final NOI submitted electronically to the City.
- Specification language for Contractor compliance and permittee responsibility.

Directed Service D2 – Design Maximum Extent Feasible (MEF) Documentation

This work element will only be executed by the Consultant upon written (email) approval by the City.

The level of effort by the Consultant for this task is based on the work elements and number of deliverables identified below. The budget assigned for this task will be limited to the amount designated in the fee schedule for this Task. If additional revisions and deliverables are needed cannot be accommodated within the established budget, a supplement to the Agreement will be required.

The Consultant will provide the following services:

D2.1 Coordination with WSDOT

The Consultant will coordinate with WSDOT regarding acceptance and the determination of compliancy of pedestrian facilities. This includes up to two (2) virtual meetings with WSDOT, phone, and e-mail coordination.

The Consultant will also coordinate with WSDOT regarding a courtesy review of the MEF documentation, and regarding pedestrian facility design questions from WSDOT.

Deliverables:

- WSDOT concurrence regarding curb ramp and pedestrian signal design

D2.2 Design MEF Documentation

When full ADA accessibility criteria cannot be met by the pedestrian facility improvements, an MEF Document must be prepared as part of the project documentation. The Consultant will prepare a designed conditions MEF document for the project. Justification will be provided as part of the documentation.

Work Elements:

The Consultant will prepare design MEF documentation for the City's documentation. The MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.
- Design Standards – this will be a general statement identifying the guidelines/manuals used and the criteria to be met for pedestrian facilities.
- Summary of Facilities and Evaluation – this will be a short summary of the facilities that will be evaluated, including a general statement that the project design was intended to be compliant, then identifying specific elements that are non-compliant and a justification for the reason(s) why.
- Summary of proposed design and compliancy for curb ramps, pedestrian crossings, driveways, sidewalks, and pedestrian signals, as applicable.
- The Consultant will provide a draft MEF Document for the City to review. The Consultant will incorporate the review comments into a final MEF Document.

This task provides for the preparation of the design MEF document, which will reflect the Consultant's designed improvements, and will be provided to the City. Upon completion of construction, it is recommended that the design MEF document be modified to reflect the constructed improvements as the constructed MEF document. This Scope of Services includes work to revise the design MEF document and produce the constructed MEF document under Task D4.5.

Assumptions:

- The Proposed Guidelines for Accessible Public Rights-of-Way (PROWAG), July 26, 2011 (2011 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- Detailed information for every pedestrian facility (for example, each curb ramp with every slope measurement, dimensions, etc.) will not be provided in the MEF.
- Existing non-compliant curb ramps are generally non-compliant in most or all of the elements (such as dimensions, landings, slope); therefore, a detailed overview of the individual existing elements will not be provided for each curb ramp, but there will be a general statement of "non-compliancy" for each ramp, as necessary.

Deliverables:

- One (1) electronic copy of the Draft MEF Document in PDF format
- One (1) electronic copy of the Final MEF Document in PDF format

Directed Service D3 – Pilot Infiltration Testing (PIT) (HWA GeoSciences)

This work element will only be executed by the Subconsultant (HWA) upon written (email) approval by the City.

In the event that near surface soils and groundwater conditions are conducive to onsite infiltration and additional infiltration analysis is required or desired, one Small Scale PIT test can be performed to determine long term infiltration rates. If these services are requested by the City, HWA proposes the following scope of services for the Optional PIT testing.

- **Coordinate Field Work:** HWA will coordinate with the city and the design team to determine the appropriate testing location. We will subsequently generate an exploration plan to assist with the permitting process and detail the logistics necessary to perform the testing. HWA will obtain a private utility location service to locate potential underground utilities in the vicinity of the proposed PIT location. We anticipate renting a water truck to perform this work.
- **Traffic Control:** A traffic control plan will be developed for the PIT work for City approval prior to field operations.
- **Utility Locates:** HWA will mark the proposed PIT location and arrange for utility locates using the Utility Notification Center and a private utility locate subcontractor.
- **Log Test Pit Excavations & Conduct PIT Testing:** HWA will perform one Small Scale PIT test in support of this project (two days).
- **Prepare PIT Exploration Logs & Assign Lab Testing:** HWA will prepare a summary PIT log and perform laboratory testing to evaluate relevant physical properties of the site soils.
- **Hydrogeologic Analyses:** HWA will review the field and laboratory data, and will perform a hydrogeologic analyses to evaluate design infiltration rates.
- **Update Geotechnical Report:** We will update the geotechnical report to include the design infiltration data determined from the PIT testing program.
- **HWA QA/QC:** All design calculations and recommendations will be reviewed by a senior principal prior to distribution to the design team and the city.

ASSUMPTIONS/CONDITIONS FOR OPTIONAL PIT TESTING SERVICES

The following assumptions were made as part of the development of the proposal for this Optional PIT testing services:

- Site access will be provided to HWA and their subcontractors.
- HWA will locate all field explorations within the City ROW, and we assume that right of entries permits will not be required. HWA will submit a ROW use permit for approval, if required by the city.
- We anticipate renting a water truck to perform this work.
- PIT will be backfilled with excavated soils. Soils will be compacted in lifts with a hoe pac.
- The PIT will be located in an existing grass area, the surface will be raked smooth, and grass seed will be placed after completing the testing. We assume that installation of new sod will not be required.

- Our scope does not include identification nor evaluation of contaminants that may be present in the soil or groundwater.

Directed Service D4 – Services During Construction

This work element will only be executed by the Consultant upon written (email) approval by the City. The budget assigned for this work element will be negotiated at a later date.

The Consultant will provide construction design support and construction observation and administration services for the federally funded Nob Hill and Fair Avenue Intersection Improvements. These services will include project management, meeting attendance, correspondence, contract administration, review of submittals and RFI's , and construction observation for the City of Yakima as required for construction of the project. Services are detailed below.

General Assumptions:

- Construction of the Nob Hill and Fair Avenue Intersection Improvements is anticipated to have an approximately **4-month duration** of on-site work.
- The Contractor will have **80 working days** to complete the work.
- The attached budget for the services detailed below is based on the following:
 - Construction observation for an average of 40 hours/week (10 hours per day), through 80 working days, plus 80 hours to account for preconstruction conference, pre-work site visits, and unexpected weather delays;
 - Construction administration for an average of 14 hours/week (depending on Contractor activity and materials submittals), through 80 working days, plus 80 hours to account for preconstruction conference and potential weather delays.
 - 40 hours are provided at the end of construction to prepare all construction materials documentation, and all other construction documentation, for future Project Management Review (PMR). These hours are included in Task D4.3.
- Construction documentation by Perteet will be prepared using WSDOT forms from the Local Agency Guidelines (LAG) manual in anticipation of a post-project audit by WSDOT. The construction management team will be responsible for the maintenance of the construction documentation delivered by Perteet under this Task.
- Construction survey is provided by the Contractor per the Contract Provisions. The Contractor will also be responsible for surveying and reporting changes from the plans for the production of record drawings.
- It is anticipated that the project can be constructed within the existing public right-of-way.
- Additional effort beyond the reasonable industry standard for each task will be considered extra work.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant team's control. Some of these issues include Contractor's compliance of installing only approved materials, adverse weather conditions, and unforeseen conditions at the site. Allowance for any such issues is not included in the Labor Hours Estimate.

D4.1 Construction Project Administration and Management

The Consultant will provide project management of the Consultant team.

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month. Progress report will include a status of overall project budget, spent and remaining. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by major tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo or e-mail format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Work Elements:

- Project setup.
- Project staff management.
- Control of project budget and schedule.
- Prepare monthly progress reports and invoices.
- Maintain on-going contact with the City's Project Manager via informal meetings, telephone discussions, and electronic mail.
- Coordinate and lead weekly progress meetings with the Contractor.

Assumptions:

- This contract duration extension under this task will be negotiated at a later date.

D4.2 Construction Design Support

This work element will consist of the follow tasks:

- **Pre-Construction Meeting**: The Consultant will attend the project pre-construction meeting and will include up to two (2) Consultant design staff from Perteet.
- **Weekly Construction Meetings**: The Consultant will virtually attend weekly construction meetings as requested by the Construction Management team and/or City. This Work Element assumes up to twelve (12) meetings that are up to one (1) hour long attended by up to (2) Perteet design staff.
- **Review of Shop Drawings and Materials Submittals**: The Consultant will review and recommend action on Contractor submittals for Construction Management team and/or City of Yakima approval, as requested by the Construction Management team. These submittals may include: Shop drawings and other technical submittals, certifications, working drawings and request for material sources. The Consultant will review and respond to up to eight (8) submittals averaging four (4) hours each for a total of thirty (32) hours. The Consultant will also review and respond to up to three (3) resubmittals averaging two (2) hours each for a total of six (6) hours. Stated hours include document processing and tracking.
- **Requests for Information/Clarifications**: The Consultant will provide clarification of the contract documents to the Construction Management team based upon the Contractor's written requests for clarifications, verbal requests or as requested by the Construction Management team. Prepare and submit written responses and drawings or sketches to the Construction Management team to clarify the contract documents. The Consultant will review and respond to up to four (4) RFIs averaging four (4) hours each for a total of sixteen (16) hours. The Consultant will also review and respond to up to two (2) RFI resubmittals averaging two (2) hours each for a total of four (4) hours. Stated hours include document processing and tracking.

- **Design Changes:** The Consultant design staff will assist the Construction Management team with any requests where field construction modifications or additions are requested, and revisions during initial project set up and review prior to the beginning of construction. The Consultant will prepare up to two (2) design changes averaging ten (10) professional engineering hours and six (6) CADD technician hours for each change for a total of thirty-two (32) hours.
- **Site Visits and Field Observations:** Up to one (1) design staff member will perform up to two (2) site visits at eight (8) hours each for a total of sixteen (16) hours are assumed for performing field observations of construction activities including time on-site, travel time, and reporting.

D4.3 Construction Administration and Documentation

The Consultant Construction Management team will provide construction documentation and record keeping. Standard WSDOT forms will be used for records and reporting procedures. If a WSDOT form is not available, a Perteet form will be used. At completion of the project Perteet will provide electronic files of all documentation to the City.

Work Elements included for Construction Management team:

- Prepare for and lead preconstruction conference.
- Weekly Construction Meetings – Prepare agenda and facilitate meeting.
- Manage and coordinate changes to the contract, including:
 - Issuing Field Directives.
 - Negotiating and writing change orders for City to sign.
- Coordinate with Consultant design staff, if necessary, responses to Contractor-submitted RFIs.
- Material Documentation
 - Project File/Records and documentation setup. Project filing Index will be based on Perteet’s file index.
 - Maintain a submittal and RFI tracking system to assure timely responses and minimize potential delays.
 - Review Material Submittals (RAMs) from Construction Contractor. This includes materials used on the project, such as storm, landscaping, aggregates, pavement, concrete, electrical, and steel items.
 - Review Shop Drawings submitted by the contractor.
 - Maintain a Record of Materials (ROM) to ensure proper approval of all materials incorporated into the project.
- Employment Documentation
 - Employee Interview Reports (started)
 - DBE Interviews (completed)
- Payment Documentation
 - The Consultant will review the Contractor request for payment and will prepare monthly Application for Payment estimates for City approval, based on the Consultant’s field note records.

Assumptions:

- The City will track all Contractor and Subcontractor administrative documentation (statements of intent, business licenses, certified payrolls, affidavits of wages paid, fed aid certs, etc.).
- The City and Consultant will coordinate a meeting facility and meeting date for the project Preconstruction Conference. The Consultant will prepare the meeting agenda and meeting notes and distribute PDF copies of the meeting notes to all attendees for review. The Consultant will lead the Preconstruction Conference.

- The Consultant will prepare and deliver Change Orders to the City and Contractor for approval and signature.
- The Consultant will prepare suspension letters and letters acknowledging substantial completion and final completion for City signature and approval.
- Construction documentation will be prepared using City and/or WSDOT forms from the Local Agency Guideline (LAG) Manual in anticipation of construction documentation reviews by WSDOT, Washington State Auditors Office, and FHWA. The Consultant will facilitate any reviews that occur prior to the completion of construction.
- This is a Federally Aided project that includes Disadvantaged Business Enterprise (DBE) requirements. Record keeping will be as required for Certified Agency (CA) compliance for Federally Funded Projects. The Consultant will perform DBE on-site reviews. The City will provide, or ensure that the Contractor provides, all other DBE documentation.
- The Consultant will document authorized force account work using WSDOT's force account field form, including tracking labor hours, equipment hours, and material used. To ensure that force account labor personnel are compensated appropriately, the Consultant will use the labor rates based on Certified Payrolls. The Consultant will then complete the force account documentation (reimbursement calculations using the labor and equipment approved rates and markups, and tracking material invoices).
- The Consultant will provide field note records to be used for Application for Payment estimates.
- The Consultant will review the Contractor request for payment and will prepare monthly Application for Payment estimates for City approval, based on the Consultant's field note records.
- The Consultant will review and respond to Requests for Information (RFI's).
- Public outreach beyond addressing questions and concerns in the field will be handled by the City.

D4.4 Construction Observation

The Consultant Construction Management team will provide construction observation of the technical conduct and progress of the construction, including providing day-to-day contact with the Contractor and City in accordance with the roles and responsibilities stated in the WSDOT Standard Specifications and the contract-specific Special Provisions. The Construction Inspector shall not be responsible for the means, methods, techniques, or procedures of the construction selected by the Construction Contractor(s) or for any failure of Construction Contractor(s) to comply with laws, ordinances, rules, or regulations applicable to the construction work. The parties recognize that the Construction Contractor(s) is responsible for ensuring that construction is in accordance with the plans and specifications.

Work Elements:

- Prepare daily construction reports, describing the Construction Contractor's operations performed and recording decisions and observations of a general or specific nature in chronological order.
 - Measure quantities of materials installed, log equipment and staff used, and other related items.
 - Verify in the daily report that the Contractor is working with the proper traffic control plans (if applicable).
 - Document work being done on a force account basis.
 - Obtain required documents (i.e., truck tickets, Daily Traffic Control and TESC reports, etc.) to be provided by Contractor on-site.
- Verify that material approval is complete (via ROM) prior to material being used on-site.

- Coordinate, report and log the results for field sampling, field testing, and laboratory testing of soils, aggregates and concrete to determine compliance of those materials with construction contract requirements. In those instances where unsatisfactory test results are obtained, follow through with notification to the Construction Contractor and retesting of the materials after corrections are made.
- Measure Quantities for Progress Payment.
 - Collect and tabulate quantity delivery tickets. Tickets shall be marked as to location (stationing per plans) where materials were used in the project.
 - Prepare field note records.
 - Check that Manufacturer's Certifications and Certifications of Materials origins are received prior to recommendation for payment.
- Take progress photographs of construction activities to document progress of the work and job site conditions encountered. These photos will be a part of finalized Inspector Daily Reports (IDR's). Perteet will use Headlight by Pavia Systems, and will provide the City of Yakima project manager a login to view IDR's in real time.
- Collect scale certifications as required by specifications.
- ADA compliance. The Consultant will perform a field inspection of the constructed pedestrian facilities, including sidewalks, curb ramps, and crosswalks. The Consultant will check for ADA compliance to the PROWAG guidelines, and will record information on the Consultant's ADA Compliance Checklists and other relative forms. This task includes set up of materials used for the field evaluation and coordination with City staff regarding non-compliant elements and justifications. Preparation of construction phase MEF document is provided under Task D4.5.
- Document authorized force account work using WSDOT's force account field form, including tracking labor hours, equipment hours, and material used. To ensure that force account labor personnel are compensated appropriately, the City will provide the labor rates based on Certified Payrolls. The Consultant will then complete the force account documentation (reimbursement calculations using the labor and equipment approved rates and markups, and tracking material invoices).
- The Employee Interview Report will be initiated by the Consultant who will document the wage claimed by the employee. The City will complete the report by documenting the wage rate recorded on the Contractor's payroll and the minimum wage rate prescribed by the contract wage determination schedule.
- Provide field note records to be used for Application for Payment estimates.
- Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work, including review of the requests for extension of time by the Construction Contractor. Perform a final review and inspection of the construction work and prepare a final list of items to be corrected. After substantial completion of the project, verify completion of the punch list.

Deliverables:

- Monthly Application for Pay Estimates for City approval
- Daily Construction Reports
- Daily Field Note Records documenting all payments
- Inspector Daily Reports
- Force account documentation
- ADA compliance checklists
- Weekly updates on road closures (Thursday mornings) for inclusion in City's traffic impact notices
- Employee Interview Reports for wage documentation
- Construction Photographs in electronic format

- Project Punch List (Prepared list and completed list)

Tasks to be performed by the City:

- The City will be the reviewer of the Consultant produced Inspector Daily Reports (IDR's) and Field Note Records (FNR's).

D4.5 Updates to MEF Documentation

Upon completion of construction, the design MEF document will be modified to reflect the constructed improvements as the constructed MEF document.

Assumptions:

- Up to sixteen (16) hours of staff time will be provided by the Consultant for this work element.

Deliverables:

- One (1) electronic copy of the Final MEF Document in PDF format

Additional (Optional) Services

The Consultant may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract.

Services Not Included in this Scope of Services

1. Modeling or calculations for downstream analysis of the receiving drainage system.
2. Backwater conveyance analysis for the downstream receiving drainage systems.
3. Drainage design above what is described in this scope of services.
4. Preparation of Stormwater Pollution Prevention Plan (SWPPP).
5. Preparation of revisions and/or updates to the approved NEPA Documentation and supporting reports and studies.
6. Grant assistance and support for design and/or construction funding.
7. Pavement design.

Items to be furnished by the City

Information Provided by Others:

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client.

The City shall furnish the following:

1. All available "As-Built" information, including for traffic signals and the existing illumination systems.
2. Updated underground utility information relative to the City owned utilities.
3. Any applicable preliminary design reports, geotechnical reports, environmental reports, and identified up and downstream problems.

4. Updated City of Yakima General Provisions.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. Standard Specifications for Road, Bridge, and Municipal Construction, 2023 English Edition, published by WSDOT and the Washington State Chapter APWA
2. Standard Plans published by WSDOT
3. “Local Agency Guidelines” published by WSDOT
4. AASHTO: A Policy on Geometric Design of Highways and Streets (2011 Edition)
5. 2009 Manual on Uniform Traffic Control Devices (MUTCD)
6. ASHTO Guide for the Development of Bicycle Facilities, 4th Edition
7. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way, July 26, 2011 (2011 PROWAG)
8. City of Yakima Engineering Details and Specifications
9. The 2010 Yakima County Regional Stormwater Manual (YCRSM)
10. 2011 Yakima County Regional Low Impact Development Stormwater Design Manual
11. Yakima Municipal Code (YMC)
12. Department of Ecology (Ecology) 2019 “Stormwater Management Manual for Eastern Washington”

Changes in any design standards or requirements after services have begun may result in extra work, and require a supplement to the Agreement.

Exhibit B
DBE Participation

Agreement Number:

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Consultant Fee Determination Summary – Exhibit D



2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Yakima - Nob Hill and Fair Avenue Intersection Improvements

Client: City of Yakima

Hourly Costs Plus Fixed Fee Estimate			
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	14.00	117.79	\$1,649
Sr. Associate	8.00	79.16	\$633
Sr. Associate	24.00	81.94	\$1,967
Sr. Engineer / Mgr	134.00	61.00	\$8,174
Sr. Engineer / Mgr	96.00	72.76	\$6,985
Lead Engineer / Mgr	46.00	55.00	\$2,530
Lead Engineer / Mgr	252.00	58.00	\$14,616
Civil Designer II	290.00	40.00	\$11,600
Civil Designer II	20.00	42.00	\$840
Civil Designer I	68.00	35.00	\$2,380
Civil Designer I	8.00	36.50	\$292
Lead Technician/Designer	40.00	51.91	\$2,076
Technician III	262.00	39.00	\$10,218
Planner II	24.00	47.39	\$1,137
Construction Supervisor	4.00	81.74	\$327
Accountant	12.00	43.00	\$516
Clerical	6.00	33.86	\$203
Total Direct Salary Costs	1,308.00		\$66,143
Overhead @		182.52%	\$120,726
Fixed Fee @		30.00%	\$19,843
Total Labor Costs			\$206,712

Reimbursables			
<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.625	670	\$0.625	\$419.00
Total In-House Costs			\$419.00

Subconsultants			
<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
HWA GeoSciences Inc	\$44,713.00	1.00	\$44,713.00
OverSite LLC	\$4,450.00	1.00	\$4,450.00
Total Subconsultants	\$49,163.00		\$49,163.00

Other	
Management Reserve	\$25,629.00
Total Other Costs	\$25,629.00

CONTRACT TOTAL	\$281,924.00
-----------------------	---------------------

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

Prepared By: Russell D Craven

Date: December 20, 2022



**Washington State
Department of Transportation**

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

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

July 20, 2022

Pertect, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Denice Moan:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 182.52% of direct labor (rate includes 0.10% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E ***Sub-consultant Cost Computations***

If no 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:

Subconsultant Fee Determination Summary Sheet - Exhibit E-HWA

Subconsultant: HWA GeoSciences, Inc.

Project: Yakima E Nob Hill Blvd and S Fair Ave Intersection Improvements

Client: Perteeet

DIRECT SALARY RATES

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Geologist VIII	3	x	\$85.00	=	\$255
Engineer VIII	10	x	\$87.50	=	\$875
Engineer V	46	x	\$58.50	=	\$2,691
Geologist III	46	x	\$40.50	=	\$1,863
Contracts	8	x	\$45.00	=	\$360
CAD	6	x	\$32.50	=	\$195
Clerical	2	x	\$33.00	=	\$66
			Direct Salary Costs	=	\$6,305
			DSC X Overhead (208.31%)	=	\$13,134
			DSC X Fee (30%)	=	\$1,892
			TOTAL DIRECT SALARY X OH AND FF	=	\$21,330

REIMBURSABLES

Estimated Direct Costs (See Second Sheet) \$23,383

TOTAL REIMBURSABLE COST = \$23,383

CONTRACT TOTAL = \$44,713

Date: December 20, 2022

Direct Costs

Task 4.1 Geotechnical Services

Mileage; 0.625/mile, 310 miles/trip, 3 trips	\$581
Per Diem; \$150/day, 3 days	\$450
GPS Unit Rental; \$60/day, 3 days	\$180
Water level Indicator; \$25/day, 2 days	\$50
Private Utility Locator	\$450
Traffic Control (two days)	\$2,000
Traffic Control Plans; \$250/sheet, 2 sheets	\$500
Sonic Drilling Subcontractor; 2 days of drilling	\$16,800
ROW Permit	\$100
Geotechnical Laboratory Testing	\$2,272
TOTAL - THIS TASK	\$23,383



**Washington State
Department of Transportation**

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

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

July 22, 2022

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

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Subconsultant Fee Determination Summary Sheet - Exhibit E-OverSite

Subconsultant: OverSite LLC
Project: Yakima Nob Hill/Fair Ave
Client: City of Yakima

DIRECT SALARY RATES

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	22.5 x	\$77.13 =	\$1,735
	Direct Salary Costs	=	\$1,735
	DSC X Overhead (110.00%)	=	\$1,909
	DSC X Fee (30%)	=	\$521
TOTAL DIRECT SALARY X OH AND FF		=	\$4,165

REIMBURSABLES

Mileage	456 @	\$0.63 =	\$285
Xerox Copies			\$0
TOTAL REIMBURSABLE COST		= \$	285.00

CONTRACT TOTAL = \$4,450

Prepared By: Joshua Velazquez Date: December 20, 2022



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

February 9, 2022

Joshua Velazquez, Owner
OverSite, LLC
6 1st Street
Wenatchee, WA 98801-2247

- Re: OverSite, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Velazquez:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for OverSite, LLC. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for OverSite. The Safe Harbor rate is effective on February 9, 2022.

OverSite has agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered prior to February 9, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,

A handwritten signature in cursive script that reads 'Schatzie Harvey'.

Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Yakima
- 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 duly authorized representative of the firm of
whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201

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)

Crystal L. Donner

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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Crystal L. Donner

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)

Crystal L. Donner

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:

Crystal L. Donner
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 XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

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:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) 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 meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

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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: