

AM NO. 10-039 (C8)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 2, 2010

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR TRANSPORTATION MODELING AND REDMOND TRAVEL DIARY SURVEY**

I. RECOMMENDED ACTION:

Approve a Consultant Agreement for Transportation Modeling and Redmond Travel Diary Survey with Fehr & Peers in the amount of \$220,000, and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS:

Bill Campbell, Director of Public Works	425-556-2733
Ron Grant, Assistant Public Works Director/City Engineer	425-556-2742
Lei Wu, Senior Transportation Engineer	425-556-2749

III. DESCRIPTION:

Background and Project Description

This modeling and travel survey agreement is the first step in completing a major update to the Redmond Transportation Master Plan (TMP), as required in the 2005 TMP Three-Year Action Plan. Staff will return to City Council later this year for approval of a second consultant agreement to complete the TMP update.

In order to provide future performance measurement data for all traveling modes to adequately support the TMP update, Redmond needs an improved multimodal travel demand forecast model.

In addition, the 2005 TMP identified the need to do a travel diary survey which was also included in the adopted 2009 - 2010 Budgeting by Priorities process. The travel diary

survey will be conducted every five years to provide performance measurement data for Redmond mobility. This survey will be the first one for both households and all sizes of employers. It is expected to identify unique Redmond travel characteristics that have not been adequately represented and clearly identified through existing regional, national, or employer surveys. Survey data will be used to:

- help make the travel demand forecast model more accurate;
- establish a reliable baseline for travel behavior changes in the future; and
- aid in decision making for project and facility selection and prioritization.

This agreement will provide the following:

1. Perform Travel Demand Forecast Modeling and Traffic Operational Analysis For 2010 City of Redmond Transportation Master Plan (TMP) Update (“Modeling”);
 - Develop a multimodal Redmond travel demand forecast model based on the Bellevue, Kirkland, and Redmond (BKR) and Puget Sound Regional Council (PSRC) model;
 - Perform travel demand forecast based on the developed Redmond model; and
 - Perform planning level traffic operational analysis.
2. Conduct Redmond Travel Diary Survey including residents and business.
 - Obtain Redmond travel behavior characteristics; and
 - Provide input for Redmond travel demand forecast models and the TMP update.

Outcomes from both the survey and modeling will inform the planning process of the TMP update.

Public Outreach

Staff plans to inform the community about the Travel Diary Survey and actively engage residents and employers to participate and complete the survey. A more robust public outreach process will be developed for the TMP Update and will be coordinated with the Comprehensive Plan update process.

Proposed Schedule (Note: The schedule will be coordinated with a future TMP Update and the Comprehensive Plan update schedule)

- March 2010 - Start the modeling and survey project;
- April/May 2010 - Conduct the survey;
- July 2010 – Complete documenting survey results;
- September 2010 - Finish base year travel demand forecast models

- July 2011 – Complete providing traffic performance measurement to support the TMP update as needed.

Consultant Selection

Three firms listed in the City of Redmond Consultant Roster were invited to submit proposals for this project. They included CH2M Hill, Fehr & Peers/Mirai, and HDR Engineering, Inc. After reviewing the proposals, two firms were interviewed to help make the selection. A staff team from Redmond Public Works and Planning and Bellevue selected Fehr & Peers/Mirai as the most qualified and responsive consultant for this project. Negotiations were then held to finalize the scope of work and to determine fair and reasonable hourly rates.

The Risk Manager and City Attorney will review the Agreement prior to signature by the Mayor.

IV. IMPACT:

A. Service/Delivery: Transportation models are important tools for supporting transportation planning studies and projects. It provides a variety of valuable information on the impact various future scenarios will have on transportation performance measures. These transportation performance measures are important in making transportation improvements and land use related decisions. In order for the modeling to be done in a timely fashion and to ensure that the model is able to provide information necessary to help answer important policy questions, it is critical that experienced consulting firms are available to help the City with these tasks.

B. Fiscal:

Cost

City Administration	\$ 30,000
Consultant Agreement – Fehr & Peers	<u>220,000</u>
Total	\$250,000

Funding

Transportation CIP	\$250,000
--------------------	-----------

Attachment A

CONSULTANT AGREEMENT

PROJECT TITLE Redmond Transportation Modeling and Travel Diary Survey for Residents and Employers	WORK DESCRIPTION Develop a multimodal travel demand forecast model; Perform travel demand forecast; Perform planning level traffic operation analysis; and Conduct Redmond travel diary survey for residents and employers.
PROJECT NO.	
REDMOND BUSINESS LICENSE NO. RED00051219	CONSULTANT/ADDRESS/TELEPHONE Fehr & Peers / Mirai 11410 NE 122nd Way, Suite 320 Kirkland, WA 98034-6927 425.820.0100
FEDERAL I.D. NO. 68-0065540	
MAXIMUM AMOUNT PAYABLE \$220,000	COMPLETION DATE July 31, 2011

Index of Exhibits

- Exhibit "A" – Scope of Work
- Exhibit "B" – Payment (Negotiated Hourly Rate)
- Exhibit "C" – Consultant Fee Determination
- Exhibit "D" – Subcontracted Work/Fee Determination
- Exhibit "E" – Title VI Assurances

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

**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 CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

All reports, plans & specifications, and other data furnished to the CONSULTANT by the CITY shall be returned. 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 this PROJECT and are property of the CITY. Reuse by the CITY or by others acting through or on behalf of the CITY of any such

instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

**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 CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

**V
PAYMENT PROVISIONS**

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

**VI
SUBCONTRACTING**

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that it has 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 CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the 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 CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work 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 herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work 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 above.

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 default or negligence, the termination shall be deemed to be a termination for the convenience of the CITY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. 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 complete work of this AGREEMENT as necessary to correct errors appearing therein when required to do so by the CITY, without additional compensation thereof. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY 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.

Unless otherwise specified in the AGREEMENT, the CITY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the CITY 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 the 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 of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

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 the CITY.

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

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

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

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

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

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

Notwithstanding the terms and conditions of the first two paragraphs 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.

XV ENDORSEMENT OF PLANS

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

XVI COMPLETE AGREEMENT

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XVII
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

CITY OF REDMOND

By: _____

By: _____

John Marchione, Mayor

Title: _____

ATTEST: _____

City Clerk

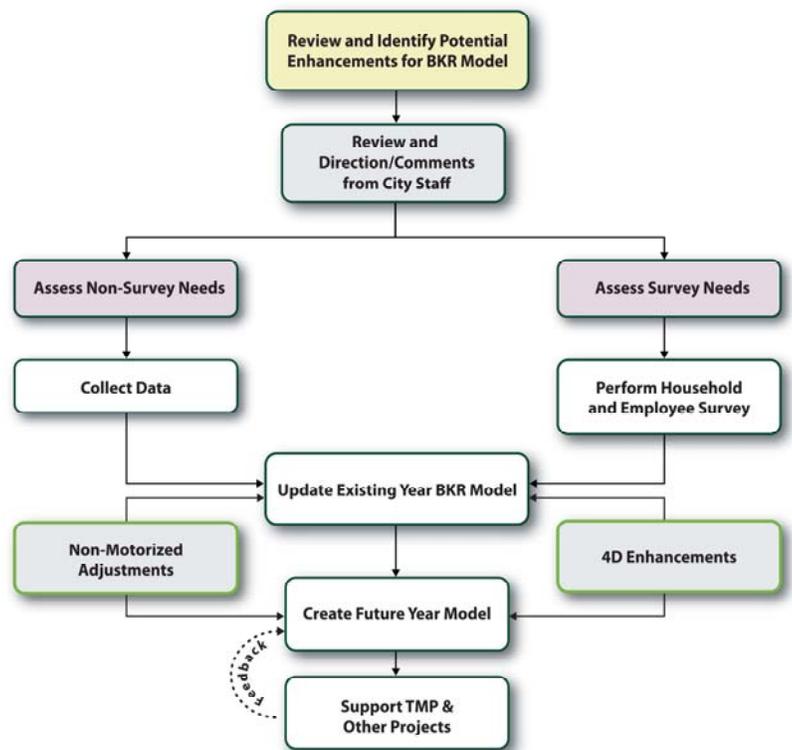
APPROVED AS TO FORM:

City Attorney

EXHIBIT A SCOPE OF WORK

Redmond Model Update and Travel Behavior Survey Scope of Work

The purpose of this project is to obtain travel behavior characteristics by conducting travel survey for residents and employees in Redmond and develop a multimodal Redmond travel demand forecast model. Fehr & Peers will conduct the resident and employee travel diary survey and using the results of the travel survey and other available tools, Fehr & Peers will enhance the existing Bellevue Kirkland and Redmond (BKR) model. Once the model is updated to reflect the travel characteristics of Redmond residents and employees, Fehr & Peers will prepare travel demand forecasts based on the enhanced Redmond model. The enhanced travel demand forecast model will be used to update the Transportation Master Plan. The flow chart below shows major steps and how these steps are interrelated each other to accomplish the purpose of this project.



1. Task 1: Review the BKR and PSRC Models

Fehr & Peers will review the capabilities of the BKR to understand whether it reflects travel conditions in Redmond for all modes. Fehr & Peers will evaluate a number of factors, including:

Transit ridership – a review of the transit assignment will be performed to see if there are substantial differences between observed transit ridership and model estimates. The primary focus will be on the routes serving Redmond and cross-lake Sound Transit Regional Express bus services. This task will identify weaknesses in the transit components of the models and will assist us in identifying solutions.

Pedestrian and bike trip generation component – Fehr & Peers will evaluate the capabilities of both models for forecasting bicycle and pedestrian travel demands. Specifically, Fehr & Peers will evaluate whether the model’s estimate of trip length, travel time, and geographic distributions are reasonable.

Vehicle trip making – Fehr & Peers will assess whether the models’ estimate of vehicle trip lengths, travel time and geographic distributions matches observed travel data for the area. Fehr

& Peers will also evaluate the model's estimate of vehicle miles traveled (VMT) per household and trip generation for a variety of land uses.

Sensitivity to smart growth elements – given the prevalence of mixed-use and high density infill developments in certain portions of the City, Fehr & Peers will assess the models' sensitivity to 5D elements: **d**iversity of land uses, residential and commercial **d**ensity, neighborhood transportation **d**esign, **d**istance to transit, and accessibility to **d**estinations).

After performing this review, Fehr & Peers will discuss with City staff each model's capabilities and limitations. Fehr & Peers will also discuss potential enhancements to improve the models' performance such that the final model can facilitate multi-modal planning and an assessment of the TMP update.

Deliverable: Memorandum discussing the findings of BKR and PSRC models and a list of recommended enhancements to the BKR model.

2. Task 2: Assess Survey Needs and Collect Data

Based on the outcome of Task 1, Fehr & Peers will develop a detailed action plan for enhancing the BKR model. This action plan will include our assessment of the size, scope (households, employees), and type (travel diary, web-survey, stated preference) of travel survey required.

Fehr & Peers will advise the City on other data needs for model validation, which could include collection of turn movements, tube counts, travel time on key corridors, bicycle and pedestrian counts, and/or additional land use data. These data sets, along with the travel survey data will be used to validate the enhanced BKR model.

The City will provide land use data, traffic counts, GIS layers and other data needed for this project. Before providing the available data to Fehr & Peers, the City will check accuracy as much as practical. Fehr & Peers will not conduct extensive review of the provided data. However, Fehr & Peers will create graphics that illustrate existing and future land use. Fehr & Peers will discuss with the City if it finds some irregularities.

Fehr & Peers will examine the survey records from the PSRC 2006 Household activity survey, American Community Survey and 2000 Census, focusing on residents of Redmond who were part of the survey and those who had a work end in the City. The review of the travels characteristics of residents and employees will provide insight on differences in trip lengths, mode of travel and other key activities in comparison to regional estimates developed by the PSRC.

Deliverables: Technical memorandum on travel survey data needs, recommended survey approach, and a list of traffic data required for model validation. A qualitative summary describing the key findings related to the surveys done by others. A copy of data collected will be provided to the city.

3. Task 3: Travel Behavior Survey

Fehr & Peers will conduct a household and employee travel survey. The precise survey needs will be defined as part of Task 2. The household survey will provide travel behavior information for Redmond residents. The survey will employ state-of-the practice data collection techniques, targeting up to 400 households (approximately 1-in-50 households in the City). The survey will

include enough detail to capture all modes of travel, with an emphasis on walk, bike and transit trips. Similarly, the team will design and conduct an employee-based survey. The survey will be concise and administered by employers themselves. The Fehr & Peers team will ensure that the participating employers are representative of the mix of industries within Redmond.

Given the demographic composition of the city's households (higher income and education levels), as well as the presence of the high-tech and biomedical industries located within Redmond, the most appropriate survey approach will be one that uses current technologies in support of state-of-the-practice survey methods to provide high quality data. Specifically, Fehr & Peers will apply a telephone/mail/web approach to the residential survey, and a web and paper form for the business survey.

Subtask 3.1 Residential Survey

Fehr and Peers will conduct a travel survey using state-of-the-practice techniques. This includes the use of advance letters to alert households to the opportunity to participate in the survey effort, a recruitment interview (by phone or web) to obtain demographic details, the provision of travel diaries for household members to use to record travel for a specific 24-hour period, and retrieval of the details by phone or mail.

The target sample size will be 400 households, or nearly 1 out of every 50 households residing in the city limits. A proportionate stratification by household size will be applied, as the two most difficult household types to include in these surveys are the one-person worker household and the large (4+) households. If the size is controlled during data collection, it will help to ensure both groups are more accurately represented. Based on a review of census data, this would be an English-only effort.

The specific steps involved in conducting this survey will include:

Step 1 – Start-up meeting (by phone) to confirm data elements and sample plan.

Step 2 – Design (survey and respondent materials, sampling approach, programming and printing)

Step 3 – Mail advance letters

Step 4 – Recruit households into survey (it is anticipated that 20% of respondents will complete the recruitment interview online after receiving the advance letter)

Step 5 – Mail respondent materials to household (or respondents can download from website)

Step 6 – Remind households of upcoming travel (by phone and email)

Step 7 – Respondents record travel for a 24-hour period

Step 8 – Retrieve travel details by phone or mail

Step 9 – Process and quality-control survey data

Step 10 – Compile final data set and provide methods report

Estimated Schedule:

- Notice to proceed: March 1, start-up meeting by teleconference that week if possible.
- Draft materials, sampling plans, etc. ready for client review March 15
- Final materials approved and ready for print April 1, programs ready for testing
- Mail advance letters starting April 13
- Web recruitment April 13 (i.e. functional when advance letters are mailed) – May 15
- Telephone recruitment April 26-May 25
- Travel Days – April 26 – June 4 (week of June 7 is reserve)

- Retrieval April 27 – June 18
- Data and Report July 15

Subtask 3.2 Employee Survey

Fehr & Peers will conduct a worker-focused survey, which is necessary to document the effects of the “daytime” population on the city’s transportation infrastructure. The employee travel survey will be a primarily web-based survey that is administered through the employers themselves. As the survey will be designed to be short, it is expected that employers will agree to disseminate the surveys to their employees. In terms of data elements, the survey will include questions on key demographics (a shortened version of the household survey demographics), home and work zip codes to establish commute trip distance and length, details regarding work schedule (start and end times and regularity of schedule) and a short question series on trips that employees may undertake during their work day (often referred to as work-based tours). The specific variables will be determined as part of Task 2.

The City will support Fehr & Peers to administer the employee survey. The City will send an email with a survey link and instructions and post survey posters in common areas throughout the workplace. Unlike the residential survey, where participants are known, with the employee survey, the person who will respond to the survey request will not be known.

To help ensure the survey represents the employee mix in the City, Fehr & Peers will use a stratified sample. The sampling frame will be the list of employers in the city limits, as provided by the City of Redmond. Strata will be created to categorize these employers by size. Employers will be randomly selected with the strata to participate. If participation rates are low, then Fehr & Peers would contact more from those specific size ranges. Because some employers are small and employees may not necessarily have desk jobs with a computer handy, paper versions of the survey (designed to be completed and returned by mail) will be provided for employers to distribute, should the workforce warrant that survey mode. The target sample size will be 500 completed surveys from employees.

The following are the steps that will be employed in this survey effort:

- Step 1 - Identify key data elements and secure employer list
- Step 2 - Design survey (web and paper)
- Step 3 - Design employer communications
- Step 4 – Stratify employer list and randomly sample employers
- Step 5 – Contact employers and secure participation in the survey (City of Redmond completes this step)
- Step 6 – Disseminate survey information
- Step 7 – Send reminder emails
- Step 8 – Process, geo-code and quality-control survey data
- Step 9 – Compile final data set and provide methods report

City of Redmond staff will carry out the following tasks:

- Complete employer list with # of employees on site or at least some indication of size.

- Provide a contact person to help establish legitimacy of the survey, help “sell” participation, and secure cooperation from the employer.
- Provide logos and signature for a letter to each sampled employer.
- Promote survey effort through established communication venues.

The employee survey will be conducted concurrent with the residential survey effort, with design taking place in March, contact with employers in April, and the survey administered in May-June.

Deliverables: A DVD of the survey data and a technical memorandum documenting the findings of the survey. Analyzed results from the survey will be used in model enhancements.

4. Task 4: Enhance Base Year Model and Model Validation

Fehr & Peers will work to enhance the Redmond model and validate it with the travel data collected in Tasks 2 and 3. Fehr & Peers will focus on the issues that need to be evaluated for TMP update and other potential transportation studies that are specific to the City of Redmond.

Fehr & Peers will carry out the following tasks:

Subtask 4.1 Adding pedestrian and bike trip generation module

The purpose of this task is to implement the 2007 non-motorized trip generation models into the current BKR model process. To validate the 2007 BKR non-motorized trip generation components, Fehr & Peers will convert the walk and bike demand estimates derived from the PSRC model, review US Census Bureau data, and review results from the travel surveys conducted in Task 2.

Subtask 4.2 Transit model validation

Fehr & Peers will focus on major transit routes serving the City of Redmond. Fehr & Peers will validate the routes using latest information from Metro and Sound Transit. Fehr & Peers will evaluate transit accessibility, assignment methodology and transit travel times to fine tune the transit model to reflect the existing conditions.

Subtask 4.3 Trip generation adjustments

Fehr & Peers will compare trip generation coefficients for various trip types in the model to regional, national and survey data. Fehr & Peers will modify trip generation model coefficients to reflect Redmond characteristics based on survey results.

Fehr & Peers will list key assumptions in the various model components and get city’s input before using them. Specifically, Fehr & Peers will provide assumptions for existing and future year vacancy rates assumed in the model and discuss appropriate vacancy rates.

Subtask 4.4 Trip length adjustments

Fehr & Peers will review model’s trip length data and compare it to regional, national and results from our survey data. Fehr & Peers will adjust the model to reflect new trip length information from the survey.

Subtask 4.5 AM and PM peak hour factors adjustments

The survey results will provide information on time of travel from both residential and employee surveys. In addition Fehr & Peers will analyze tube count information in key areas of the city. Using both pieces of survey information, Fehr & Peers will modify AM and PM peak hour coefficients to capture travel behavior in the city of Redmond.

Subtask 4.6 Validation of existing year model

The enhanced BKR travel model will be validated using traditional methods (validating to observed travel data). In addition Fehr & Peers will perform dynamic validation tests, which determine how sensitive the model is to change in land uses and the transportation network. Fehr & Peers will calculate performance measures using City's spreadsheet.

Modeling Project Management

To manage the modeling task according to the agreed tasks, budget and schedule, Fehr & Peers will communicate progress of work with the City Project Manager frequently. When a problem is foreseen, Fehr & Peers will bring it to City Project Manager's attention immediately. Fehr & Peers Project Manager and City Project Manager will discuss how to address any foreseen problems and resolve them for City's satisfaction. In addition, Fehr & Peers will provide status reports twice a month. Each status report will contain information about percent completed and percent of budget spent.

Deliverables: A validated existing year model with the enhancements. In addition, Fehr & Peers will prepare a draft model development report describing changes to model procedures and macros, how the model was enhanced, and the results of the validation tests. Project status reports twice a month.

5. Task 5: Develop Smart Growth Analysis Module

Fehr & Peers will test the existing BKR model's sensitivity to changes in smart growth or "D" variable changes. Fehr & Peers will incorporate a "Ds" (smart growth) module in the BKR modeling process.

Subtask 5.1: Obtain existing conditions Ds data in GIS format from the City.

Fehr & Peers will collect the most recent data related to supply of sidewalks and bike lanes. In addition, Fehr & Peers will work with the City to obtain parcel-level data with information about vacant lands and municipal property ownership. These data are required to determine the design and density variables for existing conditions.

Subtask 5.2 – Calculate D variables per TAZ for the base year model.

The Ds calculations will be performed in ArcGIS using data from the BKR model and the GIS data provided in Subtask 5.1. This step will determine the baseline D values per TAZ. Fehr & Peers anticipates the following D variables in this calculation:

- Net single family residential density
- Net multi-family residential density
- Net employment density
- Residential and employment diversity (similar to jobs-housing balance)
- Neighborhood design scores

It is anticipated that the BKR model structure will be sensitive to demographics (through the model's detailed trip generation component), distance to transit (through the model's transit component), and access to regional destinations (through the model's trip distribution component). Fehr & Peers will provide the City the results of the D variable calculations by TAZ in excel format.

Subtask 5.3: Identify form of future development from 2031 model.

Fehr & Peers will work with the City of Redmond to determine the form of future (2031) development in the City on a TAZ basis. For example, Fehr & Peers will need to identify the area of future green field development that is consumed by single family residential, multi-family residential, and employment uses. Infill development and redevelopment will also need to be identified on a TAZ-by-TAZ basis. This information will be developed in either GIS or excel format, depending on the source of the information.

Subtask 5.4: Calculate the D variables for the future year (2031) model.

Using the updated land use data in the future year version of the BKR model and the data developed in Task 4, Fehr & Peers will calculate the density, diversity, and design variables for the TAZs in the future year version of the model. Fehr & Peers will provide the City the results of the future year D variable calculations by TAZ in excel format.

Subtask 5.5 – Develop the Ds adjustment module.

Fehr & Peers will meet with City staff to determine if they would like the Ds adjustment module as a spreadsheet or as a set of macros imbedded in the BKR model. Fehr & Peers will discuss the pros and cons of each approach. Based on the outcome of the meeting, Fehr & Peers will develop the adjustment module that determines the change in vehicle, transit, and pedestrian/bicycle trip generation for each TAZ. The output of this module will be a new set of adjustment matrices/factors that will adjust the BKR model's SOV trip table, transit trip table, and pedestrian/bicycle trip generation per TAZ.

Deliverables: Excel spreadsheets with the density, diversity, and design variables for each City of Redmond TAZ under base and future year conditions. A set of macros or a spreadsheet that contains the Ds adjustment module. A technical memorandum summarizing the Ds module development process and the steps necessary to update the Ds adjustment module to test other land use and transportation scenarios.

6. Task 6: Develop Best Management Practices (BMP) Analysis Module

Fehr & Peers will develop and implement a best management practices module to ensure that the updated BKR model will be sensitive to changes in Best Management Practices (travel demand management/commute trip reduction policies).

Subtask 6.1: Work with the City to determine which BMPs may be implemented in the City.

Fehr & Peers will design the BMP module that is sensitive to the range of policies and practices the City would like to evaluate. Examples include carpool/vanpool incentive programs, flexible work schedules, paid parking, and subsidized transit passes. Fehr & Peers will determine if there is sufficient travel behavior research or information from the travel survey conducted as part of Task 3 to include the BMP in the module.

Subtask 6.2: Determine extent of BMP implementation.

Fehr & Peers will work with City staff to estimate where BMPs has been and will be implemented. This task will define which TAZs will be subjected to the BMP adjustments.

Subtask 6.3: Develop the BMP adjustment module.

Fehr & Peers will discuss with City staff to determine how the City would like to have the BMP adjustment module, a spreadsheet or a set of macros imbedded in the BKR model. Fehr & Peers will provide the pros and cons of each approach. Based on the outcome of the discussion, Fehr & Peers will develop the BMP adjustment module using trip reduction factors from FHWA's COMMUTE tool. Fehr & Peers will supplement the FHWA trip reduction factors using any relevant data from the travel survey or other research conducted by Fehr & Peers in California.

Deliverables: A memorandum summarizing the BMPs that will be included in the module and the source of the trip adjustment factors. A set of macros or a spreadsheet that contains the BMP adjustment module. A technical memorandum summarizing the BMP module development process and the steps necessary to update the module to test other BMP policy implementations.

7. Task 7: Develop Future Year Base Model

Fehr & Peers will develop a 2031 future year base model with the proposed enhancements described in Tasks 4 through 6 for one land use scenario. Fehr & Peers will calculate performance measures using City's spreadsheet.

Deliverables: A 2031 future year model and a final model development report including performance measures

8. Task 8: Identify Future Model Enhancements and Maintenance Actions

Fehr and Peers will identify potential actions that will be needed by the City to maintain the Redmond model. The maintenance actions will focus on keeping database consistency with the BKR model and the PSRC model. Fehr & Peers will outline the issue that the City will need to work to maintain the model. Those actions will relate to land use in the areas outside the City, roadway and transit network updates, process to run the model and efforts needed to validate it periodically. Deliverables: Memorandum describing maintenance actions.

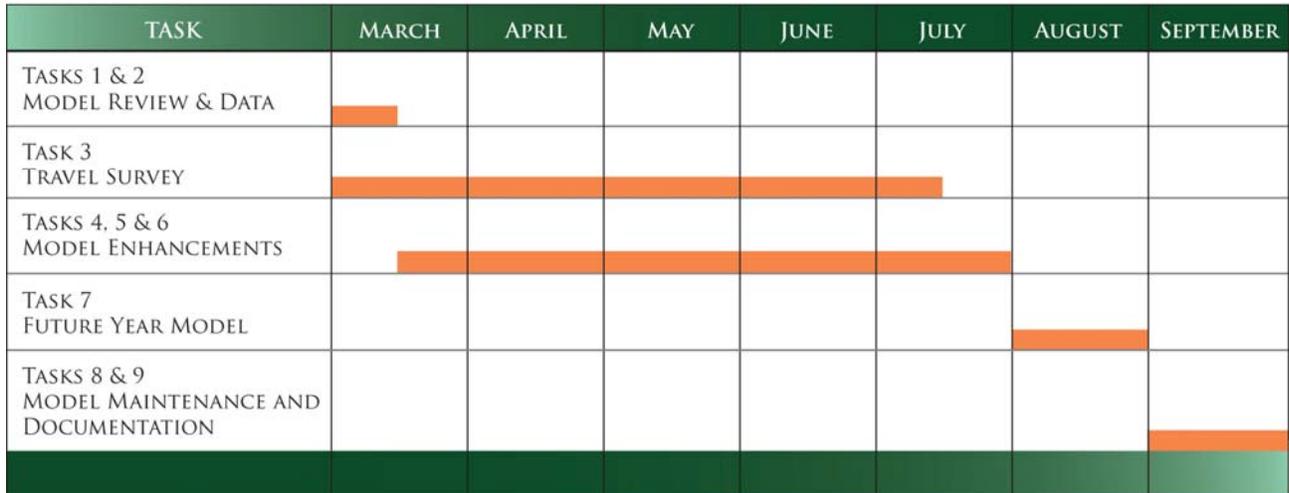
9. Task 9: Documentation

Fehr and Peers will prepare a report documenting all activities on model update and travel behavior survey tasks by compiling the technical memorandums. A draft report will be submitted for city review and comments. Fehr and Peers will submit five hard copies of the draft report to the City. After addressing all comments, Fehr and Peers will finalize the report and submit one original and five copies to the City.

Deliverables: Draft and final report on model update and travel survey

10. Project Schedule

The following Figure shows the schedule for the project. This phase of the project will be completed in seven month from the date when a notice of proceed is provided.



11. Project Budget

Task	Budget
1.0 Review of BKR Model & Recommend Enhancements	\$ 5,270
2.0 Assess Survey Needs and Collect Data	\$ 6,565
3.0 Design, Conduct and Analyze Travel Behavior Survey	\$ 107,800
4.0 Existing Year Model Enhancements related to BKR Model Components	\$ 26,802
5.0 Develop Ds Analysis Module	\$ 15,201
6.0 Develop BMP Analysis Module	\$ 5,042
7.0 Create 2031 Future Base Model	\$ 5,522
8.0 Model Maintenance	\$ 1,200
9.0 Documentation	\$ 8,885
Subtotal	\$ 182,287
Contingency	\$ 37,713
Total	\$ 220,000

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. Hourly Rates

The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. Direct Non-Salary Costs

Direct Non-Salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. Maximum Amount Payable

The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Final Payment

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

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. Inspection of Cost Records

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

CONSULTANT FEE DETERMINATION

Fehr & Peers/Mirai

<i>Project Name:</i>	<i>Redmond Transportation Modeling and Travel Diary Survey</i>
<i>Project Number:</i>	
<i>Consultant:</i>	<i>Fehr & Peers / Mirai</i>
<i>Prepared By:</i>	<i>N. Janarthanan</i>
<i>Maximum Hourly Rate:</i>	
<i>Target Average Rate:</i>	
<i>Multiplier</i>	2.99 <i>From Fee Computation Worksheet</i>

Negotiated Hourly Rates

Name	Title	Maximum Direct Salary Cost (DSC)	Multiplier	Maximum Hourly Rate
	<i>Principal</i>	85.00	2.99	254.42
	<i>Senior Associate I - II</i>	63.17	2.99	189.09
	<i>Associate I - II</i>	60.10	2.99	179.88
	<i>Senior Engineer Planner I - III</i>	54.33	2.99	162.61
	<i>Engineer/Planner III</i>	37.98	2.99	113.68
	<i>Engineer/Planner I - II</i>	33.65	2.99	100.73
	<i>Senior Engineering Technician I - V</i>	43.27	2.99	129.52
	<i>Technician I - III</i>	31.38	2.99	93.93
	<i>Intern</i>	28.00	2.99	83.81
	<i>Administrative Assistant IV-V</i>	36.88	2.99	110.37
	<i>Administrative Assistant I - III</i>	26.35	2.99	78.87

Name	Cost
Total Authorized Project Amount	\$220,000
- Contingency (with City approval only)	\$37,713
- Fehr & Peers/Mirai and subconsultants subtotal before contingency	\$ 182,287

EXHIBIT D

SUBCONTRACTED WORK

<u>SUBCONSULTANT</u>	<u>WORK DESCRIPTION</u>	<u>AMOUNT</u>
NuStats	Survey	\$ 67,166.30
DataSource	Survey data collection	\$33,095.33
<hr/>		
Total subconsultant		\$100,261.63

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

	Rate	Business Survey		Residential Survey		Total	
		Hours	Amount	Hours	Amount	Hours	Amount
Manager	\$101.11	20	\$2,022.20	42	4,246.62	62	6,268.82
Sr. Project Manager	\$77.99	80	\$6,239.20	86	6,707.14	166	12,946.34
Project Manager	\$55.65	88	\$4,897.20	166	9,237.90	254	14,135.10
Technical Staff	\$36.54	104	\$3,800.16	328	11,985.12	432	15,785.28
Clerical	\$33.88	40	\$1,355.20	112	3,794.56	152	5,149.76
<i>Total Labor</i>		<i>332</i>	<i>\$18,313.96</i>	<i>734</i>	<i>35,971.34</i>	<i>1,066</i>	<i>54,285.30</i>
Subcontract - DataSource					33,095.33		33,095.33
Respondent Incentives					2,750.00		2,750.00
Print & Reproductions					3,951.20		3,951.20
Postage & Shipping					5,123.80		5,123.80
Supplies & Materials					1,056.00		1,056.00
Project Travel							0.00
Scanning Center Allocation							0.00
<i>Total Other Costs</i>			<i>\$0.00</i>		<i>12,881.00</i>		<i>12,881.00</i>
Total			\$18,313.96		\$81,947.67		100,261.63

EXHIBIT E

TITLE VI ASSURANCES

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

1. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in the same manner as in federally assisted programs of the CITY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the AGREEMENT.
2. **NON-DISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.
3. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NON-COMPLIANCE:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.