AM NO. 11-059 (C10)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: March 1, 2011

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENT FOR DESIGN SERVICES, REDMOND WAY RESURFACING, 132nd AVENUE NE TO BEAR CREEK PARKWAY, PROJECT NO. 101475**

I. RECOMMENDED ACTION:

Approve the Consultant Agreement with Perteet, Inc. for design services for Redmond Way Resurfacing, 132nd Avenue NE to Bear Creek Parkway, Project No. 101475, in the amount of $246,831, 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
Joseph O'Leary, Project Manager	425-556-2738

III. DESCRIPTION:

On October 5, 2010, City Council approved the 2011-16 Transportation Improvement Program and authorized a grant agreement for the Redmond Way Resurfacing project. As a result of this action, the City is receiving a $2,655,000 grant for pavement overlay by agreeing to take ownership of the former State Route 908 (Redmond Way). The federal grant will fund resurfacing and other work on Redmond Way from 132nd Avenue NE to 164th Ave NE. As indicated in the previous memo, the work will be done in two phases.

This agreement will provide preliminary engineering and final design services for Phase 1. Under Phase 1, the overlay project will extend for 1.7 miles from 132nd Avenue NE to Bear Creek Parkway.

Project elements include the following:

- Pavement rehabilitation and overlay
- Upgrades to existing curb ramps per ADA standards
- Traffic signalization modifications and road restriping

As part of the selection process, three (3) firms were selected from the City's consultant roster. The firms were:

W&H Pacific	Bellevue, WA
Perteet, Inc.	Everett, WA
INCA	Bellevue, WA

The City's selection team evaluated the proposals and determined that Perteet Inc. was the most qualified firm to provide design services for this project.

IV. IMPACT:

A. Service/Delivery:

This agreement will deliver plans, specifications, and estimate (PS&E) for the Redmond Way Resurfacing, 132nd Avenue NE to Bear Creek Parkway. Constructing this project will prolong the life of the existing pavement on this section of Redmond Way as well as improve serviceability, decrease road noise, and reduce maintenance.

B. Fiscal:

Estimated Project Costs:	
Design	
Perteet, Inc.	$246,831
City Administration	30,000
Miscellaneous	10,000
Subtotal	$286,831
Funding:	
Federal Funding	$286,831

V. ALTERNATIVES:

The City Council can choose to modify the scope of work, or direct staff to return at a later date; however these actions will delay the completion date of the project.

VI. TIME CONSTRAINTS:

Begin Design Work	March 2011
Advertisement for Bids	Spring 2012

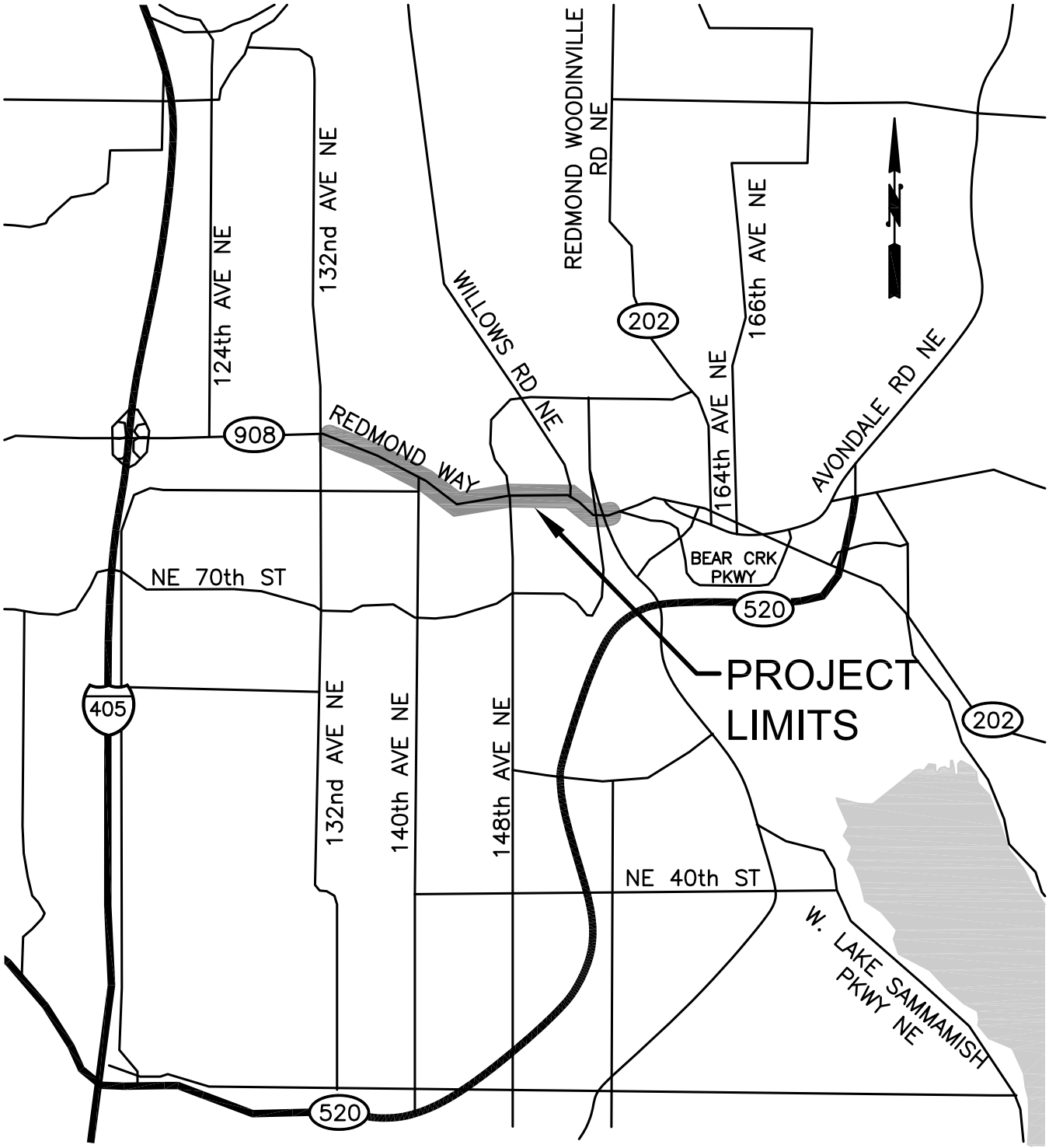
VII. LIST OF ATTACHMENTS:

A. Vicinity Map
B. Consultant Agreement

/s/ 2/18/2011
William J. Campbell, Director of Public Works Date

Approved for Council Agenda /s/ 2/22/2011
John Marchione, Mayor Date

ATTACHMENT A
REDMOND WAY RESURFACING
132ND AVE NE TO BEAR CREEK PARKWAY



VICINITY MAP

Feb 09, 2011 - 8:50am nickeyc X:\Redmond, City of\Projects\20100120 - Redmond Way Resurfacing\CADD\Vicinity Map.dwg Layout Name: Layout1

ATTACHMENT B **CONSULTANT AGREEMENT**	
PROJECT TITLE Redmond Way Resurfacing: 132nd Ave. NE to Bear Creek Parkway	**WORK DESCRIPTION** Engineering Design Services
FEDERAL AID NO. STPUS	
PROJECT NO. 101475	
REDMOND BUSINESS LICENSE NO. RED00013547	**CONSULTANT/ADDRESS/TELEPHONE** Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 (425) 252-7700
FEDERAL I.D. NO. 91-1505037	
MAXIMUM AMOUNT PAYABLE $246,831	**COMPLETION DATE** April 30, 2012

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
Exhibit "F" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of_____, 2011, 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.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the CITY's Project Manager.

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 exceeding $10,000 in cost 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 it's 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 out of work provided for in 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
FEDERAL AND STATE REVIEW

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII
CERTIFICATION OF THE CONSULTANT AND THE CITY

Attached hereto as Exhibit "F-1(a and b)" are the Certifications of the CONSULTANT and the CITY, Exhibit "F-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, Exhibit "F-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying, and Exhibit "F-4" Certificate of Current Cost or Pricing Data. Exhibit "F-3" is required only in AGREEMENTS over $100,000 and Exhibit "F-4" is required only in AGREEMENTS over $500,000.

XVIII
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.

XIX
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.

PERTEET, INC.

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

Redmond Way Resurfacing: 132nd Avenue NE to Bear Creek Parkway

During the term of this Agreement the CONSULTANT shall provide engineering services in connection with:

Redmond Way Resurfacing: 132nd Avenue NE to Bear Creek Parkway
Project No. 101475

The purpose of this project phase is to prepare preliminary and final design for rehabilitating the pavement of Redmond Way between the limits of 132nd Avenue NE and Bear Creek Parkway. Total project length is approximately 9,000 feet, with the principal focus being rehabilitating the pavement. With the project's federal funding it will also be necessary to address elements of the existing curb ramps to meet ADA requirements. The work includes survey to augment CITY GIS information, base map preparation, agency coordination (with WSDOT), design engineering, the preparation of construction plans, contract provisions, and opinions of cost.

This Scope of Services assumes that no detention, water quality facilities, or upsizing of the conveyance system will be necessary for the project. This Scope of Services assumes right of way acquisition, right-of-entries, or easements will not be necessary to construct the improvements to maintain the project within the 2R classification. It is assumed that the 2005 Department of Ecology Stormwater Manual (DOE Manual) will be followed in line with the biological evaluation required to fulfill NEPA environmental documentation requirements associated with the project's federal funding.

The preliminary and final design engineering phase is anticipated to start in March 2011 and will be completed by the end of August 2011.

Some tasks have been identified as "Optional Services" and require authorization from the CITY prior to commencing these work items.

Future project phases may include a Construction Engineering Services phase. The scope and extent of construction engineering services will be determined after final design.

PHASE I. PRELIMINARY AND FINAL ENGINEERING

Task 1. Project Management & Coordination

Development of this project will be based on the requirements of the City of Redmond's Comprehensive Plan, Community Development Guide, Standard Specifications and Details, and their supporting technical documents. The CONSULTANT's project manager will be responsible to the CITY to ensure that the design is completed on schedule, is technically competent, and meets the CITY'S needs and expectations including requirements for Federal funding.

Overall project and management services include:

1.1 Provide and control of project design budget, schedule, and work plan

1.2 Project staff coordination and coordination with outside services

1.3 Implementation of quality control program

1.4 Preparation of monthly progress reports and invoices

1.5 Coordination with CITY staff will include attendance at up to 12 meetings at the City of Redmond throughout this phase of the project, for specific project management and control purposes, and project task consultation & coordination. Perteet will communicate with the CITY'S project manager weekly by telephone and/or e-mail.

1.6 Coordination with City of Kirkland regarding 132nd intersection improvements, including up to 2 meetings at the City of Redmond, e-mail and phone coordination.

Task 2. Survey and Basemapping

This Scope of Services assumes existing aerial mapping will be provided by the CITY and used to prepare basemaps for the pavement rehabilitation of Redmond Way. This information will be supplemented with spot surface topographic survey in the intersection areas to address ADA curb ramp compliance. Services to be provided include control surveys; selective ground based topographic and planimetric mapping completion surveys necessary to complete the preliminary and final design and provide for future construction layout of the curb ramps. The CONSULTANT will not be responsible to resolve discrepancies contained in the aerial mapping should they exist.

The CITY will utilize "One Call" services to paint and locate existing utilities situated within the below-described mapping areas. Utilities will be located in horizontal plane only; the utility location service will not investigate the depth of existing utilities.

Services to be conducted in this Scope of Work are as follows:

2.1 Control Surveys and Centerline Retracement

A horizontal and vertical control survey for the project will be performed throughout the project corridor for the purpose of ground control for topographic completion surveys, Redmond Way centerline retracement and future construction layout. Redmond Way rights-of-way used in the project basemaps will reflect CITY provided GIS information. The CONSULTANT will not otherwise calculate or determine right-of-way limits. Parcel boundary calculations will not be conducted for this project. If property corner monuments are discovered during the field survey they will be surveyed and included in the project basemaps. The scope of services does not include setting of property corners or preparation of a Record of Survey.

The control survey will be based on the Washington State Plane Coordinate System (WSPCS), North Zone (NAD 83/91) for horizontal datum; and the North American Vertical Datum (NAVD 88). We will either recover existing City of Redmond survey control or establish up to 15 horizontal and vertical control points that can be accessed and utilized for future project needs. In addition, existing Redmond Way street monuments will be surveyed and shown with horizontal and vertical values/. This scope of services does not include the referencing of and preparation of Department of Natural Resources (DNR) monument destruction/disturbance forms.

2.2 Topographic Mapping Surveys

Ground based topographic surveys will be provided to generate basemaps at a 1”=20’ scale and to prepare DTM generated 1-foot contours for the areas where curb ramps need to be updated to be ADA compliant. Field survey shall pick up curbs, edges of gutter pan, drainage structures, the next connecting drainage structure situated beyond the below-described mapping areas, fences, mailboxes, retaining structures, culverts, guard rails, utility surface features, field markings of existing utilities identified previous to the survey by the “One Call” locate services, traffic and business signs, striping, and trees (including type and size for trees over 4 -inches in diameter at design breast height (DBH)) within 40-feet of existing curb ramps.

Mapping area limits will be performed within Redmond Way areas lying between existing right of way limits, 5 feet into the street asphalt from face of curb and 40 feet on each side of existing curb ramps. Mapping areas include the following Redmond Way street intersections:

- 139th Avenue NE: 4 corners
- 140th Avenue NE: 4 corners plus 3 islands
- 142nd Avenue NE: 1 corner
- 14431 Avenue NE: 3 corners
- 148th Avenue NE: 4 corners plus 1 island plus entrance to Sammamish Ridge Apartments
- 150th Court NE: 2 corners
- 151st Avenue NE: 2 corners
- Willows Road: 4 corners plus 1 island
- West Lake Sammamish Way: 3 corners plus 1 island
- Bear Creek Parkway: 4 corners

The CONSULTANT shall provide advance notification of survey work on private property. The CITY will obtain Right of Entry for survey on private property (if necessary). The CONSULTANT shall use appropriate signage and traffic control devices while performing field survey work.

Supplemental topographic survey mapping will be prepared at a 1 inch = 20 foot horizontal scale and a 1 foot vertical contour interval in digital AutoCAD format, using standard APWA layering, symbology and attribute conventions. Final digital files are to be contiguous at a 1 to 1 scale in model space. Point data blocks will include number identifier; elevation and description fields will also be included. Mapping is to be planimetric with digital terrain modeling. The mapping will comply with the National Map Accuracy Standards for 1” = 20’ scale mapping, 1-foot contour interval. Supplemental mapping will be inserted into the CITY supplied aerial mapping and will be “outlined” as a “stand-alone” mapping area. This Scope of Services does not include connecting aerial planimetric and contours with supplemental mapping planimetric and contours.

2.3 Basemapping

Compile the topographic survey into a project base map in AutoCAD based on APWA standard layers, line types and symbols, developed from APWA standards. Mapping and electronic drawings will be compatible with the CITY’S GIS system as noted in the CITY’S Record Drawing requirements current as of November 2010.

Deliverables:
An electronic basemap file for the areas surveyed using AutoCAD with field survey data, DTM surface, and support files suitable for external referencing into design files.

Task 3. Pavement Rehabilitation Analysis

The primary objective will be to resurface the pavement through overlay and in some locations conduct a full-depth replacement to rehabilitate the pavement where there is subgrade failure. Specific tasks include the following:

3.1 Data Collection and Review

Collect record drawings of existing conditions from the CITY. Collect available traffic data from Redmond, Metro Transit, and Sound Transit, (ADT, Truck Counts, Bus Counts). Five years of ADT data shall be collected to effectively estimate a traffic growth factor (or a growth factor will be provided by the CITY).

3.2 Record Existing Conditions

Record existing conditions with hand-held GPS/GIS devices to efficiently note and locate pavement failure areas, determine potential cause of failure, and map proposed areas of rehabilitation.

3.3 Field Testing

The SUBCONSULTANT (HWA) will perform Falling Weight Deflectometer (FWD) testing at intervals of 200 feet on the curb lanes in each direction to determine load-deflection response of the existing pavement. Testing sequence to consist of 3 drops at each test location with loading of approximately 6,000-, 9,000-, and 11,000-pounds.

HWA will prepare a traffic control plan for submittal and approval by the CITY. Traffic control to consist of flaggers and Arrow Board Mounted Attenuator Truck following FWD test equipment. FWD work to be performed at night, between about 10PM and 6AM.

HWA will prepare up to 8 pavement cores to confirm existing pavement sections. These will then be used to evaluate the FWD test results using Elmod pavement evaluation program to determine the subgrade resilient modulus values (Mr). The Mr values will be used by Perteet to determine pavement section options for areas where full-depth repair is necessary.

3.4 Evaluate Options

Evaluate rehabilitation options taking into consideration costs, constructability, and maintenance of traffic. Conduct pavement design calculations for full-depth repair areas using the 1993 AASHTO Guide for the Design of Pavement Structures. Within the Design Memorandum (as identified in Task 6), document findings and results of Tasks 3.2, 3.3 and 3.4.

Assumptions:

- The anticipated approach to pavement rehabilitation is that the amount of pavement required to be removed to address subgrade failures will not trigger detention and water quality

requirements. Therefore, it is assumed that detention or water quality treatment for stormwater will not be necessary. If through the course of design it is determined that detention or water quality treatment facilities will be necessary, the evaluation and design of these facilities will be conducted under a supplement to this Agreement.

- The CITY will provide ADT data, including truck data.

Deliverables:

- Results of FWD testing.
- Coring logs.
- Document pavement rehabilitation options considered and recommended approach in the Design Memorandum (Task 6).

Task 4. Curb Ramp and Traffic Island Access Modification Analysis

4.1 Curb Ramp and Traffic Island Access Modification Analysis

The resurfacing of the pavement will also require the replacement of existing substandard curb ramps to meet ADA accessibility guidelines, as required by Section 35.151 (e) of the Title II ADA regulation. Portions of sidewalk, curb, and gutter will also be replaced as part of the curb ramp replacement. There are 45 curb ramps that will need to be assessed as part of this project as to whether they will remain or will be replaced. The CONSULTANT will propose ADA compliant solutions for each type of curb ramp to be replaced. ADA compliant solutions will need to stay within the existing R/W to keep the project's 2R status. The photo log of the project provided by the CITY will be used as a starting point in this analysis. The hand-held GPS/GIS inventory will be used to locate curb ramp modifications and adjacent areas of sidewalk replacement that should be made in order to meet ADA requirements. In addition, guard rail in substandard condition will be noted for replacement. It is assumed that an overall guardrail system replacement is not required.

Once locations for the curb ramps not meeting ADA requirements are identified, proposed curb ramp solutions within the existing R/W will be identified.

Deliverables:

- Summary regarding ADA compliance requirements will be documented in the Design Memorandum (Task 6).

Task 5. Utility Impact Assessments & Coordination

5.1 Utility Impact Assessment

CONSULTANT will compile and review existing utility information obtained from the CITY and other franchises. Potential conflicts with the proposed improvements will be identified. It is not anticipated that there will be many, if any, utility conflicts.

5.2 Utility Coordination

Perteet will assist the CITY in coordinating potential utility relocations throughout design. A utility coordination checklist documenting results of coordination will be maintained. It is

assumed that potholing will not be required. Two (2) coordination meetings with utility franchises are assumed. Perteet will prepare and distribute meeting minutes.

Assumptions:

- This task assumes that franchise utility improvements or relocations will not be included in the plan set. If it is determined that franchise utility improvements for relocations will be included, this will be considered additional work and may be supplemented to this Scope of Services.

Deliverables:

- One (1) copy of the Utility coordination checklist in Microsoft Excel or Microsoft Word format.
- Up to ten (10) hard copies of a meeting agenda for each meeting, and after each meeting, meeting minutes will be distributed electronically via e-mail to each participant in the meeting in Microsoft Word format.

Task 6. Design Memorandum

6.1 Design Memorandum

Prepare a Design Memorandum documenting the pavement rehabilitation method, summary of ADA compliance requirements as identified in Task 4, clear zone inventory, and prepare a preliminary roll plot of the plan view to produce a preliminary opinion of cost. It is the intent of the Design Memorandum to document the design criteria and include the WSDOT LAG Manual Local Agency Design Matrix Checklist.

6.2 Preliminary Opinion of Costs

Calculate quantities and opinion of construction costs based upon the pavement rehabilitation method and preliminary plan for the roadway reconstruction, curb ramp replacement, and associated improvements identified in the curb ramp assessment.

Deliverables:

- Five (5) copies of the Design Memorandum in hard copy format
- One (1) copy of the Design Memorandum in electronic PDF format.

Task 7. Agency Coordination

7.1 Coordination with WSDOT

The CONSULTANT will arrange, prepare for, attend, and prepare meeting minutes for up to 3 meetings with WSDOT to discuss the project. Because there is federal funding included in the project, WSDOT will need to approve both the project's environmental document and construction contract documents. The meetings will focus on gaining WSDOT concurrence of these 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 and contract specifications and deliver to WSDOT for review and approval.

The CONSULTANT will update the WSDOT Project Prospectus to reflect any project budget or project element changes. The Project Prospectus update typically occurs after the 100% design, or after the bid opening. The CONSULTANT will submit an electronic copy of the updated Project

Prospectus to the CITY for the CITY's signature. The CITY will submit the Project Prospectus to WSDOT.

Deliverables:

- Up to ten (10) hard copies of a meeting agenda for each meeting, and after each meeting, meeting minutes will be distributed electronically via e-mail to each participant in the meeting in Microsoft Word format.
- Up to three (3) hard copies of 100% plans and contract provisions, and one electronic pdf copy, for WSDOT review and approval.
- One electronic copy of the Updated Project Prosepectus submitted via e-mail to the CITY.

Task 8. Maximum Extent Feasible (MEF) Documentation

When full accessibility criteria cannot be met by the curb ramp and associated improvements, a MEF Document must be submitted to WSDOT as part of the project closeout after construction. The MEF Document submitted to WSDOT will reflect the final build out conditions.

8.1 Design MEF Document

The CONSULTANT will prepare Design MEF documentation for the CITY'S documentation. The Design MEF documentation is anticipated to include the following elements:

- Project Description – this will be a general description of the overall project.
- Vicinity Map
- Design Standards – this will be a general statement of the guidelines/manuals used.
- Summary of Facilities – this will be a short summary of the existing facilities that will be evaluated.
- Facilities Evaluation Matrix – this will be a matrix that identifies each curb ramp, crosswalk, and pedestrian island, summarizing the existing conditions, the proposed conditions and justification if it cannot meet ADA requirements.
- Curb Ramp & Island Details – for curb ramps and islands that will be replaced, a plan view drawing of the existing condition and the proposed condition will be provided.

This task provides for the preparation of the Design MEF Document, which will reflect the CONSULTANT'S designed improvements and shall be provided to the CITY. Upon completion of construction, the Design MEF Document should be modified to reflect the constructed improvements, and submitted to WSDOT at project closeout as the Constructed MEF Document. This Scope of Services does not include work to revise the Design MEF Document and produce the Constructed MEF Document. The preparation of the Constructed MEF Document is considered an additional service and could be prepared by the CONSULTANT through a supplement to this Scope of Services.

Assumptions:

It is assumed that the Construction MEF Document for submittal to WSDOT at project close out will be prepared by the CITY or will be a supplement to this Scope of Services.

Deliverables:

- Three (3) hard copies of the Design MEF Document.
- One electronic copy of the Design MEF Document in Microsoft Word format, AutoCAD format (plan detail sheets), and PDF format.

8.2 WSDOT Coordination & Review of MEF

The CONSULTANT will coordinate with WSDOT regarding a WSDOT courtesy review of the Design MEF. This task includes submitting an electronic version of the Design MEF to WSDOT by e-mail, review of WSDOT comments, and up to one (1) coordination meeting with WSDOT.

Assumptions:
The fee effort for this task assumes there will be no revisions to the design based on the WSDOT courtesy review. If design revisions are suggested by WSDOT, this will be considered additional work.

Task 9. Plans, Specifications and Estimates (PS&E) Preparation

9.1 Signal System Modifications

It is anticipated that the pavement reconstruction work will include grinding of the existing pavement, which will result in the need to replace existing vehicle detection loops. The number and location of loop replacement will depend on the final limits of paving. Based on preliminary site reconnaissance, this Scope of Services assumes the existing vehicle detection loops will be replaced at the following intersection approaches, with the systems identified below:

Intersection	Traffic Direction	Existing Number of Loops to be Replaced	Proposed Replacement Detection System
132nd	WB	2	2 loops
140th	EB	5	5 loops
	WB	5	5 loops
148th	EB	17	5 loops, 1 video detection camera
	WB	14	4 loops, 1 video detection camera
	NB	8	8 loops
Willows	EB	5	5 loops
	WB	5	5 loops
WLS Pkwy	EB	12	12 loops
	WB	12	12 loops

It is anticipated that pedestrian heads/push buttons within the existing pedestrian islands at may need to be relocated as a result of the modifications of the islands. This work will be included in the signal system modifications.

The CONSULTANT will prepare signal plans for signal system modifications. Signal plans will include the modifications as identified above and will be included in the 75%, 100% PS&E, and Bid Document package identified below. The associated fee for the design and plan preparation for the signal modifications is included in this task.

Assumptions:
Temporary video detection during construction will be required. This work will be designed and done by the Contractor during the construction phase, and is not included in this Scope of Services.

Deliverables:

- Plan sheets as identified in the 75% and 100% PS&E tasks below.

9.2 75% PS&E

75% Plans:
The CONSULTANT will prepare plans to permit an appropriate layout in the field for construction and other purposes. The plans will be prepared in City of Redmond format to facilitate record drawing transfer to the CITY'S GIS system. They will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

Plans will include details for the construction of the proposed improvements including details for pavement removal, curb ramp and sidewalk improvements, installation of minor storm drainage adjustments, site preparation, erosion control, utility adjustments, limited signal work (loop detector replacement only in the form of new loops or video detection), channelization, and signing.

At this time, a total of 48 plan sheets, (based on one base sheet at a 1 inch = 20 foot scale) are anticipated as necessary to accomplish the project. Specific plans are anticipated to consist of:

- Title sheet including project title and number, vicinity map, sheet index, and Redmond officials (1 sheet)
- Standard legend and symbols (1 sheet)
- Typical sections (2 sheets)
- Roadway Plan (15 sheets), including:
    a. Aerial map view of road and up to 10-feet behind right-of-way line
    b. Construction centerline
    c. Pavement, curb ramp and sidewalk repair areas
    d. Site preparation/erosion control items
- Curb ramp modification details (6 sheets)
- Signal Plans (5 sheets)
- Channelization and Signing Plans (8 sheets)
- Maintenance of Traffic Plans (8 sheets)
- Miscellaneous Details (2 sheets)

The CONSULTANT will prepare plans on 22-inch by 34-inch sheets. The horizontal scale for the plan and profile plans will be 1 inch = 20-feet. As no profile will be developed for the rehabilitation, a vertical scale will not be used.

75% Contract Provisions:

Prepare Contract Provisions ("Specifications") for the project based on English units for the 75% submittal. These will include Special Provisions for the items of work that are not covered by the 2010 WSDOT/ APWA Standard Specifications, including any Redmond General Requirements, as well as bid and contract forms. Also included will be federal boilerplate language required by the project's federal funding.

75% Opinion of Cost Estimate:

Estimate: Calculate 75% level quantities and opinion of construction costs based upon the approved construction plans and current unit bid prices.

75% PS&E Review & Comments

The CONSULTANT will submit the plans, specifications and opinion of cost estimate to the CITY for review and comment. The CONSULTANT will attend one 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.

The deliverables are in addition to the frequent "over the shoulder" reviews with the CITY'S project manager that are expected throughout design.

Assumptions:

- The location of existing stop bars may be adjusted at the intersections of 140th and 148th. Final locations will be provided by the CITY and the CONSULTANT will not be required to perform AutoTurn analysis.
- It is assumed that the CITY will provide one set of CITY review comments to the CONSULTANT, reflective of all CITY staff comments, for the plans, specifications, and opinion of cost estimate.

Deliverables:

- Five (5) half-size plan sets of the 75% submittal.
- One (1) full-size plan set
- One (1) half-size unbound plan set of the 75% submittal, camera-ready and suitable for reproduction by the CITY.
- One (1) electronic copy of the 75% plan set in PDF format.
- One (1) unbound hard copy of the 75% Contract Specifications, camera-ready and suitable for reproduction by the CITY.
- Three (3) hard copies of the 75% submittal Contract Specifications.
- Electronic copy of the 75% submittal Contract Specifications submitted in Microsoft Word format via electronic e-mail.
- Electronic copy of the 75% submittal Contract Specifications submitted in PDF format via electronic e-mail.
- Two (2) hard copies of the 75% opinion of cost estimate.
- Electronic copy of the 75% opinion of cost submitted in PDF format via electronic e-mail.
- Written response to comments.

9.3 100% Plans, Specifications and Estimates (PS&E) Preparation

The CONSULTANT will revise the 75% plans, specifications and opinion of cost estimate based on the CITY'S comments and prepare a final, ad ready 100% PS&E package. This will include the preparation of the Bid Item List to be included in the Specifications.

The CONSULTANT will prepare the WSDOT PS&E Checklist, to be submitted to WSDOT with the 100% plans.

The CONSULTANT will provide WSDOT with 100% plans and specifications for review and approval (as identified and included in Task 7).

100% PS&E Review & Comments

The CONSULTANT will submit the plans, specifications and opinion of cost estimate to the CITY for review and comment. The CONSULTANT will attend one 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:
It is assumed that the CITY will provide one set of CITY review comments to the CONSULTANT, reflective of all CITY staff comments, for the plans, specifications, and opinion of cost estimate.

Deliverables:

- Five (5) half-size plan sets of the 100% submittal.
- One (1) full-size plan set
- One (1) half-size unbound plan set of the 100% submittal, camera-ready and suitable for reproduction by the CITY.
- One (1) electronic copy of the 100% plan set in PDF format.
- One (1) unbound hard copy of the 100% Contract Specifications, camera-ready and suitable for reproduction by the CITY.
- Three (3) hard copies of the 100% submittal Contract Specifications.
- Electronic copy of the 100% submittal Contract Specifications submitted in Microsoft Word format via electronic e-mail.
- Electronic copy of the 100% submittal Contract Specifications submitted in PDF format via electronic e-mail.
- Two (2) hard copies of the 100% opinion of cost estimate.
- Electronic copy of the 100% opinion of cost submitted in PDF format via electronic e-mail.
- Provide WSDOT with two (2) hard copy sets of 100% half-size plans and Contract Specifications.
- Written response to comments.

9.4 Final Bid Document Preparation

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 final, ad ready,

Bid Documents. It is assumed that 100% review comments will be minor in nature and not reflect any changes to design.

The CONSULTANT will provide WSDOT with a final set of bid documents.

Deliverables:

- Five (5) half-size plan sets of the final bid documents.
- One (1) half-size unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the CITY.
- One (1) full-size unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the CITY.
- One (1) electronic copy of the plan set in PDF format.
- Two (2) hard copies of the final bid documents Contract Specifications.
- One (1) unbound hard copy of the final bid documents Contract Specifications, camera-ready and suitable for reproduction by the CITY
- Electronic copy of the final bid documents Contract Specifications submitted in Microsoft Word format via electronic e-mail.
- Electronic copy of the final bid documents Contract Specifications submitted in PDF format via electronic e-mail.
- Two (2) hard copies of the final bid documents opinion of cost estimate.
- Electronic copy of the final bid documents opinion of cost submitted in PDF format via electronic e-mail.
- Provide Builders Exchange with a camera-ready plan set for purposes of their scanning and contract document distribution during bidding.
- Provide Builders Exchange with a camera-ready set of Contract Specifications for purposes of their scanning and contract document distribution during bidding.
- Provide WSDOT with two (2) final bid sets (plans and Contract Specifications).

Task 10. Assistance During Bidding

The CONSULTANT will respond to Contractor questions as requested by the CITY during the bidding process. The CONSULTANT will also help prepare up to two minor (2) addendums for distribution to Builders Exchange during the bidding process. The effort for the preparation of addendums is limited to the fee identified in the attached fee schedule. The CONSULTANT will attend the bid opening, review the bids received, and provide recommendations to the CITY regarding bid award.

Assumptions:
It is assumed that the CITY will prepare the bid tabulation.

Deliverables:

- Electronic copies of addendums in PDF format, if required.

OPTIONAL SERVICES

The following tasks have been identified as potential Optional Services. There may be other Optional Services not specifically identified below. If it is determined that these services will be required, before work begins these services will require authorization from the CITY prior to commencing any work. Budget for these services will be authorized from the Contingency fund.

Utility Locates

If it is determined that additional utility locates are required beyond those than can be determined from visible surface features and markings from the "One Call" locate service, the CONSULTANT will procure utility locate services, prior to the field survey, to provide more precise location of the utilities horizontally and vertically.

Other Items

Other items identified at the end of this Exhibit A as "Items Not Included in the Budgeted Scope of Services".

PHASE II. CONSTRUCTION ENGINEERING

Construction engineering services will be negotiated at completion of final design. This will enable a more accurate assessment of how our team can best assist the CITY. We can provide a full range of services, from responding to minor field questions to full construction management.

DESIGN CRITERIA

The CITY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement, of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units.

Drafting Standard: WSDOT/APWA

Datum's: Horizontal: City of Redmond NAD-83 (91)
Vertical: City of Redmond NAVD. 88

1. WSDOT Local Agency Guidelines (LAG)
2. Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG)
3. AASHTO: A Policy on Geometric Design of Highways ans Streets (2004 Edition)
4. WSDOT Design Manual
5. WSDOT Standard Plans
6. Manual on Uniform Traffic Control Devices (MUTCD)
7. City of Redmond Standard Plans and Specifications
8. APWA and WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (English Version, 2010)
9. City of Redmond Stormwater Technical Manual
10. City of Redmond Community Development Standards

ITEMS TO BE FURNISHED BY THE CITY

CITY will provide the following items and services to CONSULTANT that will facilitate the preparation of the plans and studies within the limits of the project. CONSULTANT is entitled to rely on the

accuracy and completeness of the data furnished by others, including but not limited to, survey and traffic data.

- Available CITY GIS information within the project area, including Aerial Photography to be used for basemap preparation.
- Available Vehicle counts.
- Photo catalog of curb ramp conditions.
- Coordination/scheduling of meetings with CITY staff.
- Timely reviews of design submittals (assumed to be 2 weeks each)
- Current City of Redmond General Requirements and other Redmond desired Contract Specification materials in Word format.
- Record Drawing Requirements
- Current Drainage Basin Delineation

PROJECT DELIVERABLES

The documents, exhibits or other presentations for the work covered by this Agreement ("Documents") shall be furnished by the CONSULTANT to the CITY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the CONSULTANT: CITY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to CITY all references to CONSULTANT' involvement and will retain a tangible copy of the Documents delivered to CITY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-CONSULTANT is not required to maintain electronic files beyond 90 days after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the CONSULTANT will provide.

ITEMS NOT INCLUDED IN THE BUDGETED SCOPE OF SERVICES

1. Environmental documentation/permits;
2. Stormwater detention and treatment evaluation and design;
3. Analysis for capacity of existing stormwater conveyance systems;
4. Notice of Intent and Stormwater Pollution Prevention Plan;
5. Environmental Justice Analysis;
6. Section 106 Analysis;
7. Biological Assessment to address ESA compliance;
8. Right-of-Way Appraisals, Acquisition and Negotiation Services;
9. Preparation of Right-of-Way Plans;
10. Ditch sizing or conveyance analysis;
11. Driveway culvert sizing analysis;
12. Construction Engineering Services;
13. Construction Inspection Services.

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 - Summary Sheet

Perteet

2707 Colby Avenue, Suite 900
Everett, WA 98201
PH: 425.252.7700
FAX: 425-339-6018

Project: Redmond Way Resurfacing
Client: City of Redmond

HOURLY COST

Classification	Hours		Rate		Cost
Associate	74	x	$175.11	=	$12,958
Senior Engineer/Manager	4	x	$161.68	=	$647
Lead Engineer/Manager	555	x	$129.55	=	$71,900
Engineer III	24	x	$125.55	=	$3,013
Engineer II	646	x	$86.02	=	$55,569
Engineer I	80	x	$81.43	=	$6,514
Senior Planner/Manager	12	x	$129.03	=	$1,548
Ecologist III	0	x	$98.31	=	$0
Lead Technician/ Designer	20	x	$104.45	=	$2,089
Technician III	402	x	$73.73	=	$29,639
Planner II	14	x	$95.85	=	$1,342
Two Person Survey Crew	70	x	$150.01	=	$10,501
Senior Professional Land Surveyor	21	x	$140.29	=	$2,946
Professional Land Surveyor	10	x	$112.38	=	$1,124
Project Surveyor I	60	x	$89.09	=	$5,345
Accountant	3	x	$93.54	=	$281
Clerical	4	x	$79.87	=	$319
	TOTAL HOURLY COST			**=**	**$205,736**

REIMBURSABLES

Mileage @ current IRS rate	$484		
Sharepoint Site Set-up/Maintenance	$400		
TOTAL REIMBURSABLE COST		**=**	**$884**

SUBCONSULTANTS

	Sub Fee		Total
HWA (Geotechnical)	$17,211	$	17,211
TOTAL SUBCONSULTANTS COST		**$**	**17,211**

CONTINGENCY

TOTAL CONTINGENCY		**$**	**23,000**

CONTRACT TOTAL	**=**	**$246,831**

Prepared By : Gina Parenteau, P.E. *Date:* *January 26, 2011*

Perteet, Inc.
Negotiated Hourly Rate Sheet

PERTEET, INC.

Discipline or Job Title	Hourly Rate	Overhead @ 162.58%	Fee @ 30%	Rate Per Hour
Accountant	31.97	51.98	9.59	93.55
Associate	59.85	97.30	17.96	175.11
Clerical	27.30	44.38	8.19	79.87
Const Observer	23.10	37.56	6.93	67.59
Ecologist III	33.60	54.63	10.08	98.31
Engineer I	27.83	45.24	8.35	81.41
Engineer II	29.40	47.80	8.82	86.02
Engineer III	42.91	69.77	12.87	125.56
IT Manager	40.38	65.65	12.11	118.15
Lead Engineer/Mgr	44.28	71.99	13.28	129.55
Lead Tech/Designer	35.70	58.04	10.71	104.45
Network Specialist	20.48	33.29	6.14	59.91
Planner II	32.76	53.26	9.83	95.85
Prof Land Surveyor	38.41	62.45	11.52	112.38
Proj Surveyor I	30.45	49.51	9.14	89.09
Proj Surveyor II	31.87	51.81	9.56	93.24
Sr Const Observer	36.75	59.75	11.03	107.52
Sr Engineer/Mgr	55.26	89.84	16.58	161.68
Sr Planner/Manager	44.10	71.70	13.23	129.03
Sr Prof Land Surveyor	47.95	77.96	14.39	140.30
Sr. Associate	64.87	105.46	19.46	189.79
Survey Tech III	27.30	44.38	8.19	79.87
Technician II	22.05	35.85	6.62	64.51
Technician III	25.20	40.97	7.56	73.73

EXHIBIT D

SUBCONTRACTED WORK

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

SUBCONSULTANT	WORK DESCRIPTION	AMOUNT
HWA GeoSciences, Inc.	Geotechnical services	$17,211

TOTAL = $ 17,211

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

Project Cost Estimate
Pavement Evaluation
Redmond Way Resurfacing Project
Redmond, Washington

HWA GEOSCIENCES INC.

HWA Ref: P6639
Date: 6-Dec-10
Revised Date 28-Jan-11
Prepared By: BKH/GM

Scope of Work:

This Cost Estimate is based on performing FWD testing along approximately 1.7 centerline miles (3.4 lane miles) of Redmond Way in Redmond, Washington.

The FWD testing sequence will consist of 3 drops at each test location with target loading of approximately 6,000-, 9,000-, and 11,000-pounds. Testing will be performed in the outside lane in each direction.

HWA will prepare a traffic control plan which will be submitted to the City for approval.

HWA will advance eight 6-inch diameter cores at locations determined by the Client in order to obtain pavement structure information. Core Holes will be patched with a minimum of 6 inches of EZ Street Cold Patch.

FWD testing and coring work will be performed at night, between about 10PM and 6AM.

HWA will evaluate the FWD test results using Elmod pavement evaluation program and pavement section data based on coring logs. Results will include FWD measured data and back-calculated resilient modulus values.

Deliverables:

FWD results in spreadsheet form showing deflection readings and back-calculated subgrade resilient modulus values

Coring logs

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2010 CHARGE RATES						TOTAL HOURS	TOTAL AMOUNT
	Principal $223.67	Engr. V $134.62	Geol. I $67.68	Field Tech $77.05	Flaggers $54.82	Clerical $60.54		
Project Set Up/Utility Locates		2	8				10	$811
Traffic Control Plan		2	8				10	$811
FWD Testing		10	10				20	$2,023
FWD Data analysis	2	12					14	$2,063
Traffic Control					36		36	$1,974
Coring			18	18			36	$2,605
Preparing Report & Core Logs		8	8			2	18	$1,739
Project Management & Discussion	2	4					6	$986
TOTAL LABOR CHARGES:	4	38	52	18	36	2	150	**$13,011**

LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Distribution	0	$85	$0
Atterberg Limits (plasticity index)	0	$135	$0
LABORATORY TOTAL:			**$0**

ESTIMATED DIRECT EXPENSES:

Mileage @ 0.50/mi	$200
Laboratory Testing (See details to left)	$0
Miscellaneous ODC's	$100
FWD Rental at $175/hour	$1,400
Pavement Cores at $100 per core	$800
TOTAL DIRECT EXPENSES:	**$2,500**

RENTAL EQUIPMENT

Traffic Control Signs Rental	$500
Arrow Board/TMA	$1,200
TOTAL RENTAL COSTS:	**$1,700**

PROJECT TOTALS AND SUMMARY:

Labor Charges	$13,011
Rental Equipment	$1,700
Direct Expenses	$2,500
GRAND TOTAL:	**$17,211**

Assumed Conditions:

1. Access and right of entry will be arranged by the Owner at no cost to HWA.
2. HWA will prepare Traffic Control Plans and submit to the City of Redmond.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

HWA GEOSCIENCES INC.

2011 HOURLYRATES
(Effective 01/01/2011)

TITLE	DIRECT SALARY RATE	OVERHEAD @ 166.33%	FEE @ 30%	HOURLY BILL RATE
Principal IX	$75.48	$125.55	$22.64	$223.67
Principal VIII	$72.11	$119.94	$21.63	$213.68
Hydrogeologist VI	$40.00	$66.53	$12.00	$118.53
Hydrogeologist IV	$33.89	$56.37	$10.17	$100.43
Geologist VII	$55.53	$92.36	$16.66	$164.55
Geologist IV	$32.45	$53.97	$9.74	$96.16
Geologist III	$25.72	$42.78	$7.72	$76.22
Geologist I	$22.84	$37.99	$6.85	$67.68
Geotechnical Engineer VIII	$67.31	$111.96	$20.19	$199.46
Geotechnical Engineer VI	$53.85	$89.57	$16.16	$159.57
Geotechnical Engineer V	$45.43	$75.56	$13.63	$134.62
Geotechnical Engineer III	$36.05	$59.96	$10.82	$106.83
Administrative Support	$20.43	$33.98	$6.13	$60.54
CAD	$21.63	$35.98	$6.49	$64.10
Field Technician Manager	$36.06	$59.98	$10.82	$106.86
Lab Technician Manager	$31.25	$51.98	$9.38	$92.60
Lab/Field Technician IV	$26.00	$43.25	$7.80	$77.05
Lab/Field Technician III	$23.00	$38.26	$6.90	$68.16
Lab/Field Technician II	$20.43	$33.98	$6.13	$60.54
Lab/Field Technician I	$18.50	$30.77	$5.55	$54.82

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.

EXHIBIT F-1 (a)

CERTIFICATION OF CONSULTANT

CITY OF REDMOND
Project No. **101475**

I hereby certify that I am Crystal L. Donner and duly authorized representative of the firm of Perteet, Inc. whose address is 2707 Colby Ave., #900, Everett, WA 98201 and that neither I nor the above firm I here represent has:

(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 the 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 here expressly stated (if any).

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

Date	Signature

EXHIBIT F-1 (b)

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the CITY Official of the Local Agency of Redmond, Washington, and that the consulting firm or their 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 or 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 here expressly stated (if any).

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

_____	_____
Date	Signature

EXHIBIT F-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or 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): Perteet, Inc.

_____ _____

(Date) President or Authorized Official of Consultant (Signature)

EXHIBIT F-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 an 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 any 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 and not more than $100,000 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 subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Perteet, Inc.

(Date)

President or Authorized Official of Consultant
(Signature)

EXHIBIT F-4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to verify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 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 agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____Perteet, Inc._____

Name _____Crystal L. Donner_____

Title _____President_____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Project No.).

** 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.