

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 11241 Willows Road NE, Suite 200, Redmond WA 98052	Federal Aid Number STBGUL-2051(289)
UBI Number 600614735	Federal TIN 91-1324129
Execution Date August 1, 2024	Completion Date July 31, 2026
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title 108th Ave NE Transit Queue Jumps Phase 1 & 2	
Description of Work Widen the roadway to add a northbound bus lane on 108th Ave NE. Phase 1 is just north of NE 62nd St. to just north of NE 68th St and Phase 2 is north of NE 53rd St to NE 60th St. Install a new traffic signal at NE 60th St / 108th Ave NE. Upgrade traffic signal timing and/ or add transit signal priority at the NE 60th St and at the existing at NE 68th St / 108th Ave NE signals. Replace existing bicycle lane and sidewalk on the east side of 108th Ave NE with new bicycle and pedestrian facilities.	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 715,106.98

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Kirkland, Washington, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Minna Yan, PhD, PE
Agency: City of Kirkland
Address: 123 Fifth Avenue
City: Kirkland State: Wa Zip: 98033
Email: myan@kirklandwa.gov
Phone: (425) 587-3801
Facsimile: ---

If to CONSULTANT:

Name: Mark Cole, PE
Agency: Otak
Address: 11241 Willows Road NE, Suite 200
City: Redmond State: Wa. Zip: 98052
Email: mark.cole@otak.com
Phone: (425) 739-7964
Facsimile: ---

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

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

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Minna Yan, PhD, PE
Agency: City of Kirkland
Address: 123 Fifth Avenue
City: Kirkland State: WA Zip: 98033
Email: myan@kirklandwa.gov
Phone: (425) 587-3801
Facsimile: ---

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

8/7/2024

Date

[Julie Underwood \(Aug 23, 2024 13:09 PDT\)](#)

Signature

Aug 23, 2024

Date

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

Exhibit A
Scope of Work

Project No.

See attached scope of services



City of Kirkland
108th Avenue NE Transit Queue Jumps Phase 1 & 2

Project # 17-24-PW

Otak Project No. 33447

June 12, 2024

The following scope of services is to provide professional services for design and construction document preparation (Plans, Specifications, and Cost Estimate [PS&E]), environmental permitting, and preliminary right-of-way (R/W) activities for the 108th Avenue NE Transit Queue Jumps Phase 1 & 2 project.

Project Background and Description

The City of Kirkland desires to design and construct the 108th Avenue NE Transit Queue Jumps Phase 1 & 2 project to address traffic congestion and long queues during peak travel time. The 108th Avenue NE/6th Street S corridor carries approximately 9,000 vehicles per day and is a critical north-south arterial connecting downtown Kirkland Park and Ride to Bellevue through the Central Houghton neighborhood. Additionally, this corridor is a key element of the planned King County Metro (KCM) RapidRide K-Line route.

The proposed project will create two queue jumps for northbound (NB) transit buses traveling along 108th Avenue NE. Transit Queue Jump Phase 1 will modify the existing traffic signal at NE 68th Street intersection and create a NB bus lane to the south. Transit Queue Jump Phase 2 will install a new traffic signal at NE 60th Street intersection and create a NB bus lane to the south.

The project limits are defined as the east half of 108th Avenue NE between NE 68th Street and NE 53rd Street, and proposed and/or anticipated improvement considerations include:

- Widen existing pavement southerly from NE 68th Street intersection to create a NB bus lane and replace the existing eastside bike lane and sidewalk with a new combination bicycle/sidewalk facility.
- Modify the existing NE 68th Street traffic signal to accommodate the transit lane, update signal timing, and add a transit signal priority phase.
- Widen existing pavement southerly from NE 60th Street intersection creating a NB bus lane and replace the existing eastside bike lane and sidewalk with a new combination bicycle/sidewalk facility.
- Create a new traffic signal at NE 60th Street which includes the transit lane and signal priority phase.
- Locate and plan for future KCM RapidRide NB transit stops at NE 68th Street and NE 60th Street.
- Improvements, anticipated to include Rectangular Rapid Flashing Beacon (RRFB), to the existing 108th Avenue NE pedestrian crossing located just north of NE 55th Street.
- Install a new LID stormwater system within the project limits.
- Relocate overhead power (including transmission) and communication lines within the project limits.
- Adjust other existing utilities, as required, including hydrants and other surface appurtenances.
- New and/or supplemental illumination is anticipated due to relocation of some aerial poles and/or necessary to meet lighting requirements of proposed improvements.
- Anticipate new retaining walls due to site topography and existing building constraints.

The design of Phase 1 and Phase 2 will advance concurrently as a single project relative to environmental permitting, R/W acquisition, and PS&E document preparation.

The scope of proposed services includes site investigation and data collection, alternative evaluation and 30% design plans and report, preparation of environmental permit documents, and initial right-of-way activities. Obtaining environmental permits, performing R/W acquisition, final design/PS&E document preparation, and bid/construction engineering support services are not included and will be performed under a separately approved scope and budget as a future amendment to the contract.

Scope of Services Summary Outline

1. Site Investigation and Data Collection

- 1.1. Obtain existing available record documentation
- 1.2. Establish project limits and project requirements
- 1.3. Topographic surveying and base mapping
- 1.4. Limited geotechnical site investigation

2. Alternative Evaluation and 30% Design

- 2.1. Traffic analysis
- 2.2. Pavement widening and driveways
- 2.3. Hydraulic analysis and preliminary stormwater design
- 2.4. Impacts to existing utilities
- 2.5. Bicycle/pedestrian facilities
- 2.6. Traffic signals and illumination
- 2.7. Transit bus stops/platforms
- 2.8. Required R/W/easement assessment
- 2.9. Potential grant construction-fund sources
- 2.10. Preparation of 30% design documents
- 2.11. Respond to agency document review comments
- 2.12. Preliminary design meetings (Client)
- 2.13. Preliminary design quality control

3. NEPA Compliance/Permit Support

- 3.1. Environmental data collection and Critical Areas Report (Baseline)
- 3.2. Preliminary environmental review memorandum
- 3.3. Traffic noise analysis
- 3.4. Cultural resources assessment (Section 106 compliance)
- 3.5. NEPA compliance documentation
- 3.6. ESA compliance documentation
- 3.7. SEPA compliance documentation
- 3.8. Agency meetings, permit facilitation, and WSDOT coordination

4. Preliminary Right-of-Way Activities

- 4.1. Property title analysis
- 4.2. Prepare right-of-way funding estimates

5. Project Management and Administration

- 5.1. Design team and document preparation
- 5.2. Reporting and subconsultant administration

Scope of Services

1. Site Investigation and Data Collection

1.1. Obtain existing available record documentation

Consultant will compile and review existing documentation on the project, anticipated to include utility records; previously prepared design reports and studies; R/W records and property ownership data; and available environmental and soil information. Client shall provide the Consultant with copies of any available previous studies, reports, or other pertinent information relative to the project.

1.2. Establish project limits and project requirements

Consultant will meet with Client staff to review and discuss the scope and schedule milestones for the project. Consultant design team will conduct a comprehensive site visit of the project area to understand field conditions and design challenges. Consultant will coordinate with the Client prior to conducting any site visits, to participate if desired, to share project knowledge and concerns. Existing conditions will be documented, and photographs taken.

Consultant will develop a plan exhibit of proposed project elements, observed potential challenges, and project requirements associated with the current design concept and meet with Client staff to review/discuss. Consultant will revise/edit the exhibit to reflect any Client comments and include with a summary memorandum prepared to establish the project limits, design elements and project aspects, design criteria and standards, and define required project approvals.

1.3. Topographic surveying and base mapping

Consultant will research to resolve existing R/W, establish project control, and obtain title reports on parcels adjacent to the project limits.

Consultant will field-mark horizontal locations of existing utilities and perform design-level topographic mapping of above ground surface features within the east half of 108th Avenue NE between NE 68th Street and NE 53rd Street. Topography will extend to 25 feet beyond easterly R/W, including 50 feet up driveways and the full intersections at NE 60th Street and NE 68th Street.

Consultant will prepare CADD topographic design base maps and existing R/W maps. The topographic survey, base mapping, and R/W resolution will be performed by subconsultant, LDC. Refer to scope Appendix A-1 for more detail on specific scope of services, deliverables, and assumptions.

1.4. Limited geotechnical site investigation

Consultant will review and coordinate design data with other relevant project aspects and conduct a limited geotechnical site investigation to support aspects of the preliminary design. The site investigation will consist of six borings behind the curd and four pavement cores along the project limits to obtain soils sampling in defined project locations to support preliminary stormwater facility design, in accordance with the Client's Flow Control Best Management Practices (BMPs) Soils Report.

Consultant will perform laboratory analysis and testing and summarize conclusions and recommendations in a draft report submitted for Client review and comment. The draft report will be edited to incorporate review comments and a final report prepared and issued.

The geotechnical investigation will be performed by subconsultant, Pacific Geo Engineering. Refer to scope Appendix A-2 for more detail on specific scope of services, deliverables, and assumptions.

TASK 1 ASSUMPTIONS

- A. Client to provide Consultant copies of available reports, technical memorandums, and other data relevant to the project.
- B. The Client shall secure any rights-of-entry permits on any private properties, as may be necessary, for Consultant to perform field work under this scope of services. Consultant will assist client with permit application.
- C. Topographic survey base maps will be developed using AutoCAD Civil 3D ver 2020.
- D. Parcel side lot line and side streets R/W (other than indicated above) will not be resolved.
- E. Existing utility field locate will be horizontal location only. No potholing underground utilities will be performed.
- F. Labor and expense task level-of-effort budgets are estimates. Upon advance approval by the Client, Consultant reserves the right to request transfer of unused task budget amounts to accomplish other service/task scope activities.

TASK 1 DELIVERABLES

(Unless otherwise noted all deliverables shall be PDFs, submitted electronically)

- 1. Design criteria/requirements summary memorandum
- 2. Topographic survey and R/W map of project area
- 3. Limited geotechnical investigation report

2. Alternative Evaluation and 30% Design

2.1. Traffic analysis

Consultant will perform a traffic operations analysis to support proposed signal phasing/timing and related channelization change at the existing NE 68th Street signal, and a new signalized intersection at NE 60th Street. Consultant will incorporate queue jump operations while maintaining or improving the efficiency and safety of corridor and intersection multimodal operations, including evaluating potential bicycle and/or pedestrian lead signal-phases effects on traffic and associated coordination with the 6th Street S/9th Avenue S intersection signal.

Traffic analysis for the study corridor includes 9th Avenue S to the north and NE 52nd Street to the south. A Methods and Assumptions (M&A) memorandum will be prepared to outline the study approach, analysis tools, MOEs such as travel times and delays for general purpose traffic and transit and queuing, and data required for the development of the existing and future Synchro and VISSIM models. Models for AM and PM peak hours (2 Synchro and 2 VISSIM models) for each of the following scenarios: 2023 existing condition, 2025 baseline condition, and one future 2025 build condition. Calibration of the VISSIM model will follow the WSDOT protocol for VISSIM simulation, and the Synchro model will follow the WSDOT SYNCHRO & SIMTRAFFIC PROTOCOL.

Consultant will obtain counts for vehicular traffic movements, bicycles, and pedestrians at the intersection of NE 68th Street, NE 60th Street, and at 108th Avenue NE mid-block pedestrian crossing within the project limits. The traffic operations analysis will be summarized in a technical memorandum and submitted to the Client for review and comment.

2.2. Pavement widening and driveway

Consultant will evaluate pavement widening limits and assess frontage impacts to properties adjacent to the proposed NB 108th Avenue NE roadway pavement creating transit bus lanes approaches to the bus stop locations at the NE 68th Street and NE 60th Street intersections. Impacts of proposed widening and pedestrian/bicycle crossings on existing driveways and side streets will also be evaluated relative to entry width, configuration, grades, and tie-in limits to existing pavements. Consultant will prepare memorandum summarizing the pavement widening and driveway/side street consideration improvement alternatives and recommendations.

2.3. Hydraulic analysis and preliminary stormwater design

Consultant will establish the stormwater core requirements (CR) based on the project improvements and impervious and pervious thresholds in the 2021 King County Surface Water Design Manual (Manual) and Kirkland's adopted Addendum to the manual (Client of Kirkland Policy D-10) (Addendum). Project area for Phase 1 extends southerly from NE 68th Street intersection and Phase 2 area extends southerly from NE 60th Street intersection. Based on an initial review of Kirkland's on-line stormwater information, two threshold discharge areas may exist for the Phase 1 area.

Overall drainage concepts for the roadway corridor will be reviewed and developed for conveyance, water quality, and flow control. Alternatives for water quality facilities, flow control facilities, and flow control BMPs will be analyzed. Alternatives concepts for the type, size, and location of the facilities within the corridor will be developed, including a decision matrix (cost, constructability, and maintenance needs) for each alternative, and presented in a technical memorandum. Input will be solicited from the Client for the matrix categories and a preferred concept identified. Water quality and flow control facilities appropriate for this narrow corridor include vaults, tanks, and proprietary systems like Filterra or StormFilter ZPG cartridges.

Hydrologic and hydraulic analysis will be performed to size water quality facilities, flow control facilities, and flow control BMPs. The Western Washington Hydrologic Model (WWHM) will be used to size facilities and BMPs. For conveyance capacity, a model combining Hydrologic Simulation Program Fortran (HSPF) and the Environmental Permitting Agency Surface Water Management Modeling (EPASWMM) will be used called WWHM-SWMM. The full range of design events will be generated with a continuous runoff generated time series using historic rainfall.

For both the Phase 1 and 2 areas of the project, "drainage concern" storm systems exist downstream and will require specific analysis based on City of Kirkland utility mapping notes (Drainage Concern Line, 30692 and 30502). To address the downstream analysis conveyance capacity and potential backwater, the contributing drainage basins within, upstream, and downstream of the project site will need to be modeled (existing and proposed). Drainage infrastructure data (rims, inverts, pipe sizes) will be collected for the existing drainage systems up to 300 feet upstream along each contributing drainage pathway and downstream of the project limits.

A drainage Technical Information Report (TIR) will be completed per Manual section 2.3.1.1 for the preferred drainage concept and summarized in the Basis of Design Report.

The preferred alternative drainage concept will be taken to a 30% design level. This includes plan and profile of conveyance, flow control, and water quality facilities, and identifies clearance at significant utility crossings (large water mains, duct banks, gravity sewer).

2.4. Impacts to existing utilities

Consultant will coordinate with the applicable water, sewer, and franchise utility companies (power, gas, telecommunications, etc.) to verify locations of existing facilities and initially discuss requirements on potential relocation/adjustment of facilities.

Consultant will prepare a Comprehensive Utility Coordination Plan to show all existing and proposed utilities within the project corridor. Consultant will prepare a spreadsheet/matrix summarizing utility conflict locations and possible options to determine if the design can be revised to avoid utility conflict and/or provide guidance to the utility companies on adjustment locations. This document will be updated whenever new information becomes available to assure that all utility coordination activities are tracked. Consultant will submit preliminary design plans to utility companies to review the proposed project and discuss design requirements and timelines. Consultant will prepare memorandum summarizing the existing utility evaluation, alternatives, and recommendations.

2.5. Bicycle/pedestrian facilities

Consultant will evaluate alternatives for bicyclist and pedestrian facilities on the project. Consultant will conduct a site visit to analyze existing conditions and develop two to three concepts and plan-view graphics for each intersection along with recommendations on the location of transitions to and from existing bike lanes. Consultant will provide an overview of best practices around pedestrian, bicyclist, and interactions at bus stops as well as a list of criteria such as bicyclist comfort, pedestrian comfort, transit user experience, bus and bicyclist conflicts, R/W impacts, and accessibility.

The Consultant will prepare a technical memorandum summarizing the alternatives considered into high-level takeaways, and provide recommendations about the feasibility of the alternatives and submit to Client for review and comment.

2.6. Traffic signals and illumination

Consultant will evaluate and prepare preliminary design for traffic signal and perform a lighting analysis and design of illumination system improvements along 108th Avenue NE within the project limits.

Signal system design to include a new traffic signal system with a transit priority (queue jump) phase at NE 60th Street intersection; existing signal modifications, including a transit priority (queue jump) phase at NE 68th Street intersection; and RRFB improvements at the existing mid-block crossing between NE 55th Lane and NE 55th Street. The lighting analysis and design of the illumination improvements to consider both street and pedestrian scale lighting and include light pole locations, fixture types, voltage drop calculations, conduit and handhole systems, wiring, wiring schematics, and service connections design. Consultant will prepare 30% design signal and illuminations plans and details, and develop a 30% construction cost estimate for these proposed improvements.

Consultant will prepare an electric service application as a part of the 30% design and coordinate with the local power agency (PSE) for service connection design and service approval in the form of Customer Drawings from PSE, to provide electric power to the new signal, the new RRFB, and the proposed street and pedestrian lighting systems.

2.7. Transit bus stops/platforms

Consultant will review design requirements, existing site conditions, and proposed improvement impacts of existing and future NB bus stops within the project limits. Consultant will evaluate existing stop locations and the two future KCM RapidRide K-Line stop locations to determine the most appropriate ideal locations and configurations, and meet with the Client to review/discuss.

Consultant will coordinate and meet with the Client and KCM relative to the planned NB RapidRide K-Line transit stops at NE 60th Street and NE 68th Street. Consultant will prepare memorandum summarizing alternatives, recommendations, and determinations reached for NB transit bus stop locations and configurations.

2.8. Required right-of-way/easement assessment

Consultant will assess and identify R/W and easement requirements for the preliminary design. Based on the proposed improvement footprint and anticipated construction limits, Consultant will identify locations of needed R/W and/or easements and prepare a R/W exhibit depicting existing R/W and approximate parcel lines, and show locations of required R/W and easements, including a summary table with parcel number and R/W and/or easement approximate square foot areas. Consultant will evaluate options and provide recommendations, where appropriate, for reducing property impacts and minimizing R/W requirements, and summarize the assessment in a technical memorandum.

2.9. Potential grant construction-fund sources

Consultant will research and develop a list of state, federal, and other potential construction fund sources and prepare a memorandum. The memorandum will identify program/source of funds, improvement type eligibility, local match requirements, and application/fund-availability time frames. Consultant will submit/meet with Client to discuss the assessment and to make recommendations relative to the most likely programs to pursue. Consultant will incorporate any Client comments and submit a final memorandum.

2.10. Preparation of 30% design documents

Consultant will design and prepare 30% design documents for the project consisting of preliminary plans, construction cost estimate, and Basis of Design Report.

Consultant will prepare design plans formatted in accordance with the Client's standard title and border. The following design elements and plan set components will be included in the 30% preliminary plans.

Cover and General Information Plans (8 Drawings)

The Consultant will prepare drawings indicating the project title, project number, vicinity map, and drawing index; project layout map; general notes, project legend, symbols, and abbreviations; survey control and R/W map; and existing site survey.

Temporary Erosion, Sedimentation Control, and Demolition Plans (8 Drawings)

The Consultant will prepare drawings and details to provide for installation of erosion control measures and required demolition and removal items (pavements, pipes, retaining wall, etc.) within the project limits. Drawings will be prepared using double-plate plan format at a scale of 1 inch = 20 feet. Erosion control measures will be in accordance with Client requirements.

Roadway Grading and Paving Plans (18 Drawings)

The Consultant will prepare drawings with supporting details for grading and paving improvements. Drawings will be prepared using plan and profile format at a scale of 1 inch = 20 feet. Drawings will show existing base map features, horizontal alignment, and vertical grades for proposed roadway widening. Plans and details will reflect and include provisions for proposed roadway pavement, curbs, gutters, bike and pedestrian walkways, bus platforms, required retaining walls, entries and driveway reconstruction, and depict other proposed improvements.

Storm Drainage and Utility Adjustments/Relocation Plans (16 Drawings)

The Consultant will prepare drawings with supporting details for proposed storm drainage improvements and existing utility adjustments and relocation. Drawings will be prepared using plan and profile format at a scale of 1 inch = 20 feet. Drawings will show existing base map features and will reflect and include provisions for stormwater pipes and CB structures, water quality and detention facilities, existing utility adjustments and relocations, and depict locations of anticipated private utility relocations and/or adjustments to be performed by franchise utility agencies.

Traffic Signal and Illumination Plans (10 Drawings)

The Consultant will prepare drawings with supporting details for proposed traffic signal and illumination improvements. Traffic signal drawings will be prepared using plan format at a scale of 1 inch = 10 feet. Drawings will show existing and proposed base map features and will reflect and include provisions for a new traffic signal system with a transit priority (queue jump) phase at NE 60th Street, existing signal modifications including a transit priority (queue jump) phase at NE 68th Street, and RRFB at mid-block crossing between NE 55th Lane and NE 55th Street.

Illumination drawings will be prepared using plan format at a scale of 1 inch = 20 feet. Drawings will show existing and proposed base map features and will reflect and include provisions for existing lighting equipment to remain and/or to be removed, and wiring schedules and all proposed equipment, including poles, conduit, and handholes.

Pavement Markings and Permanent Street Signing Plans (8 Drawings)

The Consultant will prepare drawings and details for signing and striping of the roadway pavement and other associated project improvements. Drawings prepared using double-plate plan format at a scale of 1 inch = 20 feet. Drawings will show existing and proposed base map features and will reflect and include provisions for pavement markings and regulatory signing in accordance with the Client standards and current version of the Manual on Uniform Traffic Control Devices (MUTCD).

Site Landscape Restoration and Planting Plans (8 Drawings)

The Consultant will prepare plan drawings and details for restoring non-paved areas and installation of landscape shrub and tree replacements within the project limits. Drawings will be prepared using double-plate plan format at a horizontal scale of 1 inch = 20 feet. Drawings will show existing and proposed base map features and will reflect and include provisions for the location, limits, and type of lawn, tree, and shrub restoration plantings.

Consultant will prepare an itemized estimate of the anticipated construction cost for the preliminary design. Consultant will develop a list of anticipated construction bid items, calculate quantities, and estimate the unit cost for each bid item. The construction cost estimate will include appropriate contingencies to reflect the level of design complete. Unit costs will be estimated from experience and previous bid tabs on recent similar projects. The Client will provide the Consultant unit costs from recent

construction projects, where applicable, to assist Consultant in developing the construction cost estimate. Subconsultant, Ott-Sakai, will assist in preparing cost estimates.

Consultant will prepare a Basis of Design Report summarizing the design options, alternatives, and project considerations during design development. The report will also document the design requirements, decisions, and determinations rendered during preliminary design, including property acquisition design stipulations, permit and project approval requirements, and any additional considerations or decisions required during final design.

The report will include 30% design plans and cost estimates and Consultant will submit the draft report to the Client for review and comment. Consultant will incorporate review comments and submit an updated report to serve as basis for further advancement in the project's design.

2.11. Respond to agency document review comments

Consultant will assemble and submit design document deliverables for review and comment. Consultant will subsequently evaluate received comments and provide the Client with written response to each comment for clarification and concurrence.

2.12. Preliminary design meetings (Client)

Consultant will prepare for and attend coordination meetings with the Client and other agency, when appropriate. Consultant will schedule, prepare for and attend, a coordination meeting with the Client every two weeks throughout the preliminary design to review and discuss project status/progress, design issues or considerations, and/or Client review comments on document submittals. Consultant will document design decisions, determinations, and conclusion and prepare/submit meeting summaries to the Client.

2.13. Preliminary design quality control

Consultant will implement measures to control quality and effectively communicate with the Client during preliminary design. Consultant will establish and maintain effective communications for keeping the Client apprised of progress, unanticipated design issues that may arise, and issues requiring Client decision and direction. Consultant will perform specific quality control reviews of design elements and deliverables prior to submittals.

TASK 2 ASSUMPTIONS

- A. Client will provide information about adjacent and nearby planning projects, private development, other in-progress capital projects, and/or other agency projects such as KCM.
- B. Storm drainage improvements scope of services does not include design for retrofitting existing upstream or downstream systems beyond the roadway project limits, including those pipe systems noted on Client utility maps as "drainage concern."
- C. The southern limits of Phase 2 new combined bike/sidewalk facility will correspond to the southern limit of the bus lane widening.
- D. Transit data (bus types, volume, bus schedule, AVL data, etc.) for traffic analysis will be provided by KCM.
- E. Client shall provide Consultant past Synchro traffic models and existing signal controller, phasing/timing data.
- F. The existing traffic signal controller cabinet at NE 68th Street will not be replaced.
- G. A maximum of three (3) applications for power service from PSE will be prepared/submitted.

- H. Client to provide Consultant standard plan sheet title and border.
- I. Client will provide the Consultant unit costs from recent construction projects, where applicable, to assist Consultant in developing the construction cost estimate.
- J. The scope of services does not include preparation of technical specifications or project manual.
- K. The Client shall provide Consultant with written comments on documents submitted for review.
- L. Grant fund application preparation is not included in this scope of services.
- M. For budgeting purposes, level-of-effort for preliminary design meetings with Client and/or other agencies is based on Consultant preparing for and attending a maximum of six (6) one-hour meetings (four [4] anticipated to be virtual) to discuss design issues and/or review comments, plus an additional six (6) half-hour virtual "client check-in" meetings on project status and follow-up on issues.
- N. Task labor level-of-effort budgets are estimates and Consultant reserves the right to request Client approval to transfer unused task budget amounts to accomplish other service task scope activities.

TASK 2 DELIVERABLES

(Unless otherwise noted all deliverable shall be PDFs, submitted electronically)

- 1. Traffic analysis:
 - a) M&A memorandum
 - b) traffic analysis report memorandum
 - c) copies of VISSIM and Synchro traffic models, six (6) each
- 2. Technical Design memorandums:
 - a) pavement widening and driveway/side street evaluation
 - b) storm drainage system alternative concepts
 - c) existing utility evaluation
 - d) bicycle and pedestrian facilities alternative concepts
 - e) NB transit bus stop locations and configurations
 - f) required R/W and easement assessment
 - g) construction grant funding strategy
- 3. TIR
- 4. 30% Design Documents:
 - a) design plans
 - b) construction cost estimate
 - c) Basis of Design Report
- 5. Written response to agency review comments
- 6. Copies of design coordination meeting with the Client
- 7. Preliminary Right-of-Way Plan indicating required R/W and easements
- 8. Power service applications for new signal and Illumination systems

3. NEPA Compliance/Permit Support

3.1. Environmental data collection and Critical Areas Report (Baseline)

After determining the appropriate study area limits, Otak will conduct field work to prepare the Critical Areas Report (baseline conditions) and environmental compliance documentation to support the permit applications for the project. Wetland boundary and stream ordinary high water (OHW) delineations will be conducted along the project corridor, notably at the Northwest College Creek crossing if a surface channel is present, to meet the requirements of the Client of Kirkland's critical areas code [Kirkland Municipal Code (KMC) Chapter 90], the Corps of Engineers (the Corps), and Washington State Department of Ecology (Ecology). Wetland and stream boundaries within the study area will be flagged in the field by the Consultant and subsequently surveyed and added to the project base map. Riparian and priority wildlife habitats will also be assessed. The Critical Areas Report will support the required federal, state, and local approvals required to construct the project.

Wetlands will be rated according to the 2014 Ecology Washington State Wetland Rating System for Western Washington methodology and classified per KMC Chapter 90 (Wetlands). Streams will be classified per Washington Department of Natural Resources criteria for compliance with KMC Chapter 90 (Streams). Buffer widths for wetlands and streams will be identified.

3.2. Preliminary environmental review memorandum

Consultant will prepare a Permitting and Preliminary Environmental Review Memorandum (PERM) based on the preliminary design for the project. The PERM will include a summary of existing conditions and describe impacts to regulated environmental areas. A regulatory compliance and permit strategy for local, state, and federal agencies will be developed to authorize future construction. The PERM will address scheduling implications and mitigation needs based on project impacts for project planning prior to submitting applications. The PERM will also address strategies for compliance with the Endangered Species Act, Magnusson Stevens Fisheries Act, and Section 106 of the National Historic Preservation Act. Stormwater requirements in accordance with County drainage code will also be identified in the PERM, including additional opportunities for treating 6PPD-Q that will be required for NEPA. Consultant will submit the PERM to the Client for review and comment.

3.3. Traffic noise analysis

Consultant will perform a traffic noise analysis to support NEPA compliance. The analysis will be based on the Federal-Aid Policy guidelines. Consultant will first perform a screening analysis to determine the level of noise analysis required for the project under FHWA and WSDOT policy. Based on the finding of the screening analysis, Consultant will prepare either (1) a technical memorandum clearing the project from TYPE 1 noise requirements or, (2) performing a full detailed technical noise analysis and report.

The traffic noise analysis will be performed by subconsultant, Michael Minor & Associates. Refer to scope Appendix A-6 for more detail on specific scope of services, deliverables, and assumptions.

3.4. Cultural resources assessment (Section 106 compliance)

Consultant will perform an archaeological assessment for the project limits. Consultant will conduct background research, conduct field assessment, and document and summarize findings in Cultural Resources Assessment Report conforming to DAHP reporting standards. Consultant will review and coordinate design data with other relevant project aspects as well as submit a draft cultural resources report for Client review.

3.5. NEPA compliance documentation

Consultant will prepare NEPA document based on a NEPA Categorical Exclusion form per the criteria in WSDOT's LAG Manual. The NEPA documentation along with the supporting environmental discipline reports will be submitted to the Client for review/comment.

Consultant will prepare an Environmental Justice memorandum, documenting that a full Environmental Justice Report is not needed and a Hazardous Materials Report, due to the known contaminated site at the southeast corner of the NE 68th Street intersection and identifying appropriate BMPs for potentially working in contaminated soils or groundwater. Consultant will also coordinate, review, and assemble other required discipline reports prepared by subconsultant team members for Noise and Cultural Resources.

3.6. ESA compliance documentation

Consultant will prepare documentation necessary for compliance with the provisions of the Endangered Species Act (ESA). A Biological Assessment will be prepared for WSDOT Local Program's consultation with the National Marine Fisheries Services (NMFS) for project impacts to ESA-listed species. Formal consultation with NMFS is expected to be required for this project due to the road widening and related increase in Pollution Generating Impervious Surfaces (PGIS). No effects are anticipated to species administered by the U.S. Fish and Wildlife Service. It is anticipated that ESA compliance will be completed as a component of NEPA compliance. The Biological Assessment will include water quality impacts analysis using WSDOT's Hi-Run model due to the anticipated increase in PGIS. The delayed and cumulative effects analyses are expected to include additional impacts from potential future development related to the lane widening and future King County transit projects. Additional opportunities to retrofit or treat additional PGIS and stormwater facilities in the project area will be considered. Consultant will submit the biological assessment to the Client for review and comment.

3.7. SEPA compliance documentation

Consultant will prepare a required SEPA checklist for the project. The SEPA checklist, including a vicinity map and simple plan view appropriate for the general public. The SEPA document will be submitted to the Client for environmental review as the lead agency in the SEPA process.

3.8. Agency meetings, permit facilitation, and WSDOT coordination

Consultant will support Client staff to arrange a NEPA kickoff meeting with WSDOT Local Programs Engineer to assure that they have a solid understanding of the existing and proposed conditions for the project prior to receiving the NEPA package. Consultant will coordinate with the Client and KCM relative to project NEPA requirements and approval considerations. After the NEPA package is submitted, Consultant will coordinate with Client staff to respond to comments, provide additional clarification, and assist with shepherding the project through the NEPA process efficiently.

TASK 3 ASSUMPTIONS

- A. Wetland and stream boundary delineation beyond street intersections is limited to the centerline of 108th Avenue NE to a maximum 50 feet east of centerline.
- B. Impacts to critical areas will be avoided and a mitigation plan (e.g., buffer mitigation plan) is not required for the project.
- C. The project will result in a Documented Categorical Exclusion NEPA determination. Preparation of an EIS or EA is not included in this scope of services.

- D. Client will be responsible for submitting NEPA document to WSDOT's Local Programs for approval.
- E. Hazardous Materials Report will be required for NEPA (due to known contaminated site at the southeast corner of the NE 68th Street intersection) and a Phase 1 or Phase 2 Environmental Assessment will not be required by FHWA for NEPA compliance.
- F. An environmental justice report will not be required (no anticipated persons displaced nor full-parcel acquisition and therefore no adverse impacts).
- G. No prime agricultural lands nor 4(f) properties will be impacted by the project.
- H. The proposed project will result in a Determination of Non-Significance (DNS).
- I. Preparation of a SEPA EIS is not included in this scope.
- J. The Client will prepare the SEPA Threshold Determination and notice.
- K. The project will not impact existing Northwest College Creek and scope of services does not include Joint Aquatic Resources Permit Application (JARPA) preparation. If impacts to this creek are identified during preliminary design, it is anticipated that the JARPA and other associated permit documents can be prepared through separate authorization of Management Reserve funds.
- L. The noise analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010) and the 2020 Traffic Noise Policy and Procedures (WSDOT 2020).
- M. The Client will be responsible for notification and letter to tribes associated with the completed cultural resource report and submitting/obtaining concurrence from Washington State Department of Archaeological and Historical Preservation (DAHP) required for Section 106 NEPA compliance.
- N. Budget for meetings and permit facilitation coordination based on two (2) staff members each attending two, 2-hour on-site field meetings and two, 2-hour internal coordination meetings.
- O. Task labor level-of-effort budgets are estimates and Consultant reserves the right to request Client approval to transfer unused task budget amounts to accomplish other service task scope activities.

TASK 3 DELIVERABLES

(Unless otherwise noted all deliverables shall be PDFs, submitted electronically)

- 1. Critical Areas Report
- 2. PERM
- 3. Noise analysis study
- 4. Cultural Resource Assessment Report
- 5. Environmental Justice memorandum
- 6. Hazardous Materials Report
- 7. NEPA Categorical Exclusion Documentation form
- 8. Biological Assessment (BA)
- 9. SEPA checklist documentation

4. Preliminary Right-of-Way Activities

4.1. Property title analysis

Consultant will review/analyze title reports on the directly adjacent potential impacted properties to understand any current underlining encumbrances that may be pertinent to potential acquisitions. Consultant will prepare a list of title exceptions/encumbrances relative to project and make recommendations on any deemed beneficial to clear.

4.2. Prepare right-of-way funding estimates

Consultant will review preliminary title and easement documentation on properties adjacent to project. Consultant will review design and relevant project aspects and prepare High Level Right-of-Way Funding Estimate (ROWFE) for all impacted parcels in compliance with WSDOT standards. Consultant will submit the ROWFE for Client review/comment and subsequently to WSDOT for approval. Consultant will prepare initial scheduling for ROW acquisition timeline.

The preliminary R/W activities services will be performed by subconsultant, RES Group Northwest. Refer to scope Appendix A-8 for more detail on specific scope of services, deliverables, and assumptions.

TASK 4 ASSUMPTIONS

- A. WSDOT standards in accordance with statutory requirements shall be used for all forms and documents.
- B. Title analysis scope of services based on report review for a maximum 16 parcels.
- C. Task labor level-of-effort budgets are estimates and Consultant reserves the right to request Client approval to transfer unused task budget amounts to accomplish other service task scope activities.

TASK 4 DELIVERABLES

(Unless otherwise noted all deliverables shall be PDFs, submitted electronically)

1. Title report review memorandum and list of significant exceptions/encumbrances
2. Right-of-Way Funding Estimate of R/W and easement acquisition costs
3. Initial schedule of anticipate timeline for R/W acquisitions

5. Project Management and Administration

5.1. Design team and document preparation

Consultant will prepare a project work plan to guide and define project. Plan will include Client's goals and objectives; information relative to project scope; schedule, budget, and deliverable milestones; design standards and project-specific QA/QC control measures; and communication and administrative protocols. Consultant will direct and supervise internal staff team members and their activities to ensure successful completion of design documents and other provided services.

Consultant will prepare a detailed project schedule (MS Project) to reflect significant tasks and project milestones, and monitor and update schedule, as necessary.

5.2. Reporting and subconsultant administration

Consultant will coordinate, manage, and meet with subconsultant team members to monitor activities for timely integration of subconsultant's data and design documents used in completing the Consultant's design and deliverables. Consultant will monitor and track subconsultant's scope activities and budget expenditures and review/process subconsultant monthly invoices. Consultant will prepare and submit monthly progress reports, including WSDOT on-line DMCS system reporting, and invoices with sufficient detail to demonstrate progress and budget status to adequately allow Client to complete periodic agency project reporting.

TASK 5 ASSUMPTIONS

- A. Project Management and Administration budget is based on a seven (8) month duration for completing the scope of services and deliverables.
- B. Project schedule will reflect significant design tasks/durations and be updated quarterly.
- C. Project progress reports and invoicing will be submitted monthly. Invoice backup information (timesheets, mileage, and expense logs, etc.) will not be submitted with invoicing, except for copies of subconsultant invoice documentation. Backup information will be made available for staff auditing purposes, if requested.
- D. Task labor level-of-effort budgets are estimates and Consultant reserves the right to request Client approval to transfer unused task budget amounts to accomplish other service task scope activities.

TASK 5 DELIVERABLES

(Unless otherwise noted all deliverables shall be PDFs, submitted electronically)

- 1. Project work plan
- 2. Project schedules w/periodic updates (MS Project)
- 3. Monthly progress reports and invoices
- 4. Meeting summaries and miscellaneous correspondence

SCOPE OF WORK

(Exhibit A-1)

108th Avenue NE Transit Queue Jumps Phase 1 & 2
Survey and Base mapping Support

TASK 1.0 –TOPOGRAPHIC FIELD SURVEY AND MAPPING

LDC will be responsible for providing survey base mapping services to support the design elements for two project locations. The first location encompasses portions of 108th Ave NE at the intersection of NE 68th Street to NE 65thth Street while the second location includes portions 108th Ave NE at the intersection of NE 60th Street to NE 53th Street. Though the project is separated into phase 1 and phase 2, it is assumed that both phased can be surveyed concurrently. The following activities are associated with this task:

- Establish horizontal and vertical control based on published monuments near the site. The Horizontal Datum and Vertical Datum will be NAD 83/2011, Washington State Plane North Zone and NAVD88, respectively, or if required, we will match the datum used by The City of Kirkland. Set and measure horizontal and vertical control necessary for the mapping and right-of-way determination. Control points will be set for future phases of construction for this project.
- Coordinate underground utility locates performed by an underground utility subconsultant. Underground locates will be billed as a reimbursable.
- Collect necessary field boundary evidence to accurately calculate centerline alignment of 108th Ave NE and rights-of-way affected or adjacent to this project at both locations listed above.
- Coordination of Title Report will be completed by LDC and will be billed as a reimbursable.
- Complete design level topographic mapping and survey of above ground surface features within the east half of 108th Ave between NE 68th St and NE 53rd to 25' beyond easterly R/W and 50' up driveways (City/OTAK to obtain ROEs), with full intersection survey and a minimum of 150' up intersection legs at NE 60th and NE 68th Streets. Obtain curb return locations at streets and private drives (excluding single-home driveways) on the west side to define 108th Ave full pavement widths within the project limits.
- Prepare Right-of-Way Plans to WSDOT standards to be approved by their ROW group. This current scope is to go to 30% which will not include legal descriptions.
- Topography will be surveyed using methods that will produce a 1-foot contour interval base map. The mapping will include, but will not limited to, the following above ground features:

- Curb and gutter including existing curb cuts, curb ramps and driveways
 - Sidewalks and paths
 - Pavement edges
 - Driveways and ramps
 - Luminaires
 - Water meters, valves, hydrants, and irrigation control valves
 - Electrical transformers, vaults, poles, and hand-holes
 - Telecommunication risers, vaults, poles, junction boxes, and hand-holes
 - Gas valves and meters
 - Storm drain manhole lids
 - Catch basin rims
 - Sanitary sewer manhole lids
 - Culverts
 - Underground storm and sewer invert elevations, pipe size, and materials within project limits.
 - Overhead Lines, Power Poles
 - Traffic poles (and heights), arms
 - Grade breaks, localized depressions, ditches, ridges, and other surface grades
 - Street signs
 - Trees over 8-inch diameter breast height (DBH) with size, type and dripline noted
 - Sub-surface utility paint marks delineated by a professional utility location service
- Compile mapping and right-of-way information into a 1"=20' scale base map in AutoCAD, Civil 3D Version 2020.

Assumptions

- Topographic survey and design will be provided in AutoCAD 2020 and Civil 3D.
- Base map will be developed using WSDOT standards.
- GIS parcel line information will be sufficient for the purposes of delineating lateral private ownership boundaries for the initial base mapping files.
- Rights of Entries will be coordinated and provided by Client
- LDC will hire a private underground utility locate firm to locate existing utilities. Locates will target known underground utilities, including water, storm sewer, sanitary sewer, communications, gas and power. It may not be possible to locate non-conductible utilities.
- Surface features and detail within the active roadway may be limited due to traffic control constraints. LDC will notify prime prior to completing survey of what surface features and details are found not to be obtainable.

- This scope of work does not include real estate support services for the proposed improvements, which may include property reconfigurations, street vacations/dedications, temporary construction easements or real property purchase.
- Property lines and corners will not be monumented as part of this scope of work.

Deliverables

- 1" = 20' scale base map in AutoCAD, Version 2020 in electronic format for the survey area including both Existing Condition sheets and Control Plan.

Regards,

LDC, Inc.



Sebastian Garcia, PLS
Field Manager

EXHIBIT A-2

March 05, 2024

Client: OTAK
11241, Willows Road NE; Suite 200
Redmond, WA 98052

Attn.: Mark Cole, P.E.
Sr. Project Manager

Re: Geotechnical Engineering Study

Proj: Kirkland, 108th Avenue NE Transit Queue Jumps Phase 1 & 2, between NE 55th St. and NE 62nd St.

PGE Project No. 23-695

Dear Mr. Cole:

As per the request, Pacific Geo Engineering, LLC (PGE) is providing this proposal. Based on our conversation and correspondences, PGE will be providing the following services for the subject project. The cost for PGE's scope of services is attached with this letter.

1. PGE's proposal assumes that OTAK will provide PGE with the site plan showing the test boring locations, sampling plan, and safety plan.
2. PGE will attend the kick off and ORR, and the safety plan meetings.
3. Coordinate exploration with OTAK to delineate exploration schedules, locations, utility issues, cleanup expectations, site access issues, and other exploration-specific considerations.
4. Perform a site visit to stake on the ground to mark the test boring locations and paint exploration locations.
5. Utility Line Locating: Coordinate exploration with the Washington Utility Notification Center to help reduce the potential for damage to existing utilities. Subcontract a third party, private utility locating company to mark private utilities adjacent to the exploration locations.
6. Traffic Control: Subcontract a private traffic control company to develop traffic control plans, traffic control permit from City of Kirkland and provide traffic control.
7. PGE will provide with an engineering geologist or a geotechnical engineer to perform the observations of the drilling work and soil sampling.

OTAK

Kirkland, 108th Avenue NE Transit Queue Jumps Phase 1 & 2

Geotechnical Engineering Study

PGE Project No. 23-695

March 5, 2024

Page 2 of 2

8. Subsurface Explorations: Perform subsurface explorations at the site by coordinating with a subcontracted truck-mounted smaller size Bobcat type drilling rig (and operator to accomplish nine exploratory borings at the site. Concrete coring will be done through sidewalk. The test borings will be drilled to determine the subsurface conditions within the proposed project area. The specific number, location, and depth of the test borings will be selected by OTAK. The test borings will be extended to a maximum depth of 5-feet beneath the existing ground surface and will be loosely backfilled each boring approximately level with the ground surface following exploration. SPTs will be performed in the test borings as per ASTM D-1586. The test borings will be backfilled with soil cuttings.
9. An experienced geotechnical engineer from PGE will observe the field exploration works including the test boring drilling, soil sampling, continually logging the subsurface conditions in the test borings, observing SPT testing on the soils, observing and data recording. Collecting representative bulk samples from different soil layers at different depths of the test borings, visually-manually classifying the soil samples in the field according to the methods presented in ASTM D-2488-93. Samples will be designated according to the test boring number and sampling depth, stored in watertight plastic containers, and later on transported to our laboratory for further visual examination and testing.
10. Visual Soil Classifications: Perform visual classifications of the soil samples in the field as per the USCS Visual-Manual Soil Identification (ASTM D2488-93) prior to storing the samples.
11. Soil samples' classifications by laboratory tests data in accordance with the procedure described in ASTM D-2487-17.
12. Laboratory Soil Testing: Perform laboratory testing on select soil samples to be obtained during exploration, referencing ASTM test standards. Moisture content tests will be conducted on selected samples in accordance with ASTM D-2216-10 procedures. Sieve analysis tests (grain size analysis or particle size distribution) will be performed on selected samples in accordance with ASTM D-6913-09.
13. Review conceptual project plans, subsurface conditions, laboratory test results, the proposed construction, conducts geotechnical analyses, and provides geotechnical recommendations to assist project design and construction of the proposed project.
14. Deliverables: Based on the information available from the subsurface explorations a geotechnical report will be prepared presenting the findings of the soil explorations and laboratory test results, and provide the following information.
 - Descriptions of the subsurface conditions, including the soil and the groundwater conditions;
 - Soil Test Boring Logs;
 - Depth to water table and any sign of high water table, if encountered;
 - Laboratory soil index property test results;
 - Native soil Classification as per USCS system;
 - The permeability characteristic of the native soils to assess the feasibility of using a below grade infiltration system in this site for managing the stormwater runoff of the proposed development.

OTAK
Kirkland, 108th Avenue NE Transit Queue Jumps Phase 1 & 2
Geotechnical Engineering Study
PGE Project No. 23-695
March 5, 2024
Page 3 of 2

We trust the information presented in this proposal is sufficient for your current needs. We appreciate the opportunity to provide the geotechnical services at this phase of the project and look forward to continued participation during the design and construction phase of this project. Should you have any questions or concerns, which have not been addressed, or if we may be of additional assistance, please do not hesitate to call us at 425-218-9316.

Respectfully submitted,

Santanu Mowar, P.E.

PGE Pacific Geo Engineering
Geotechnical Engineering, Consulting & Inspection

D:\Geotechnical\2024-proj\23-695

Attachment: PGE's Cost Proposal



Michael Minor & Associates
Sound . Vibration . Air
4923 SE 36th Avenue
Portland, Oregon 97202
503.220.0495 ~ fax 866.847.0495

To: Mark Cole P.E.
From: Michael Minor, Principal, MM&A
Date: July 12, 2023
Subject **Exhibit A-5: Scope and Fee for 108th Queue Jump Project**

Noise Analysis Scope of Work for WSDOT/FHWA Compliance

Michael Minor & Associates will perform a traffic noise analysis for the proposed 108th Queue Jump Project in Kirkland Washington. The analysis will be based on the guidelines presented in the current Federal-Aid Policy Guide, Subchapter H, Part 772, *Procedures for Abatement of Highway Traffic Noise and Construction Noise* (FHWA 2010) and the *2020 Traffic Noise Policy and Procedures* (WSDOT 2020).

This analysis will occur in two steps, first determine the level of noise analysis required under FHWA and WSDOT policy, and second, a technical memorandum clearing the project from TYPE 1 noise requirements or provide a detailed technical noise analysis following WSDOT policy.

Initial Project Review and Analysis Determination

The 108th Queue Jump Project will be reviewed to determine the level of noise analysis required under the FHWA and WSDOT policy. Under FHWA and WSDOT, only projects that are determined to be a Type 1 project are required to have a detailed noise study. For a project to be considered Type 1, the project must meet one or more of the following criteria:

- 1) The construction of a highway on a new location; or,
- 2) The physical alteration of an existing highway where there is either:
 - a. Substantial Horizontal Alteration. A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition;
 - b. Substantial Vertical Alteration. A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor; or
- 3) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a HOV lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane; or,
- 4) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane; or,
- 5) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or,

- 6) Restriping existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane; or,
- 7) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot, or toll plaza.

If a project is determined to be a Type I project under this definition then the entire project area as defined in the environmental document is a Type I.

The project area will be reviewed to determine if the proposed project meets these criteria at any noise-sensitive properties as defined under FHWA and WSDOT policy. The two Type 1 criteria that may be applicable are items 2a and 3. MMA will consult with WSDOT to determine if the extended lanes for bus queue jump meets either of the two criteria. Because this is a jump lane, and not an addition of capacity, it may not meet the requirements for items 2a and 3 and may be better described as a turn pocket lane with a bus queue jump and would not be considered Type 1.

If the project is not determined to meet the requirements for a detailed traffic noise analysis, then a memorandum will be prepared to support the findings and no noise study will be performed. If the review determines the project meets the Type 1 requirements, then the contingency task below will be required.

Detailed Noise Analysis Assumptions:

- > CAD files in AutoCAD or Microstation for the existing roadway alignment and proposed roadway alignment, including existing and proposed elevations and aerial photo(s), will be provided by the project engineers.

Detailed Noise Analysis Deliverables:

- > Noise Memorandum (draft and final)

Detailed Noise Analysis Time Frame:

Typical time to complete a noise analysis of this type is 1 week from NTP assuming design information is available.

Screening Noise Analysis Cost:

If the project is not type 1, a technical memorandum for WSDOT clearance will be produced. The typical cost estimate for the initial review and technical memorandum is approximately \$1,870.00. This cost is included with the total cost of a Type 1 noise analysis outlined below.

Type 1 Noise Analysis and Reporting

Michael Minor & Associates will conduct a reconnaissance of the project area to identify all land use types and locate noise-sensitive properties within 250+ feet of the project area as described in the *Procedures for Abatement of Highway Traffic Noise and Construction Noise*. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise measurements and traffic counts will be conducted at sites as needed to calibrate the traffic noise model and to ensure a complete description of existing noise levels that are representative of the land

uses along the proposed alignments. An estimate of 2 to 4 noise monitoring sites will be needed for this project.

Measurements near existing active roadways will be conducted for a 15-minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with a determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach a close agreement of ± 2 dB.

Based on-site the site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project area. Frequently, one modeling location will be used to represent several nearby locations expected to have similar or slightly lower noise levels than the modeling location. The number of modeling sites will be sufficient to accurately predict existing and future (year 2040?) No-Build and future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that 15 to 20 or more noise modeling sites may be needed to represent noise levels along the project corridor.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limits to calculate existing peak hour noise levels at each of the modeling sites. Traffic noise level projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise levels will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels.

Future Build noise levels during peak hour will also be modeled at the selected noise-sensitive sites with the proposed new and improved roadways. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residences and churches, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Leq during peak hours.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. Due to limited right-of-way, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient right-of-way to consider berms in the corridor. Michael Minor & Associates will provide the location, length, height, profile, estimated cost (using WSDOT policy), and number of benefiting noise-sensitive properties for each proposed barrier. This information will be used for comparison with WSDOT criteria for reasonable and feasible noise abatement. For those areas with noise impacts and no reasonable and feasible noise abatement measures, the analysis will provide a discussion for these impacts and specifically note reasons for not including any noise abatement.

Construction activities that may cause annoyance at nearby noise-sensitive land uses will be qualitatively assessed in accordance with WSDOT's procedures. Michael Minor & Associates will discuss local laws applying to construction noise.

Michael Minor & Associates will prepare a noise technical report summarizing the findings of the noise study. The contents will include an introduction to acoustics and discuss land use, methodology, existing noise levels, future No-Build and Build noise levels, noise impacts, and recommended mitigation. The report will follow the WSDOT policy for a traffic noise technical analysis. It will provide existing and proposed alignments on vicinity-scale maps. Impacts, monitoring locations, and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts on future land use in the context of existing and planned land use will be provided. Construction noise impacts and local regulations, as described above, will be discussed. The initial report will be submitted in Microsoft (MS) Word format for review and comments from the OWNER, OTAK, and WSDOT. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

Detailed Noise Analysis Assumptions:

- > CAD files in AutoCAD or Microstation for the existing roadway alignment and proposed roadway alignment, including aerial photo(s), will be provided by the project engineers.
- > Traffic data, including turning movements for major arterial cross streets, will be provided by project traffic engineers, and will include existing, future No-Build and future Build volumes, posted and proposed speed limits, flow control measures, and percentage of vehicle types (e.g., passenger vehicles, medium trucks, and heavy trucks).

Detailed Noise Analysis Deliverables:

- > Noise analysis technical report (draft and final)
- > Noise monitoring sheets and details
- > Noise wall locations and heights (where applicable)
- > TNM files

Detailed Noise Analysis Time Frame:

Typical time to complete a noise analysis of this type is 7 to 10 weeks from NTP assuming all necessary data are provided by the project team.

Detailed Noise Analysis Cost:

The total cost estimate for this task is \$24,125.91 and assumes a project review was performed and the project is FHWA Type 1 requiring a full noise analysis. See the budget worksheet Exhibit E-5a for a breakdown of labor costs and reimbursable items.



Acquisition and Relocation Services

EXHIBIT A-7

City of Kirkland, 108th Ave NE Transit Queue Jump, Scoping

CONSULTANT will provide the following Right-of Way services:

- Prepare High Level Right of Way Funding Estimate (ROWFE) for all impacted parcels in compliance with WSDOT standards.
- Prepare initial scheduling for ROW acquisition timeline.
- Review Prime supplied title reports for affected parcel and provide Title Review Memo identifying all potential encumbrances to project team members.
 - (a) Monetary; Deeds, liens, judgments, and taxes
 - (b) Shared interest within the acquisition area, release of interests or leases

Assumptions

- All forms and documents shall comply with WSDOT standards and in accordance with statutory requirements.

Deliverables

- (ROWFE) Right of Way Funding Estimate up to four 16 parcels.
- Initial schedule.
- Title review memos

Responsibilities

- Title reports will be supplied by the Prime

Exhibit B ***DBE Participation Plan***

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

See attached DBE Participation Plan

EXHIBIT B

City of Kirkland

108th Ave. NE Transit Queue Jumps Phase 1 & 2

DBE Participation Plan

The City of Kirkland has received FWHA funding (Authorization (STBGUL-2051(289))) for the 108th Ave. NE Transit Queue Jumps Phase 1 & 2 project. Local agencies when participating in programs funded in whole or in part with federal funds must adhere to Washington State Department of Transportation's Disadvantaged Business Enterprise (DBE) program.

The purpose of the DBE Program is to provide equal opportunity to minorities and women in contracting and WSDOT has developed guidelines and procedures to ensure that DBEs have an equitable opportunity. Local Agency Agreement LA- 10609 authorized the City's use of these fund and WSDOT has assigned a 21% DBE participation goal for the PE phase of the project.

RFQ solicitation by the City for design consultants stipulated the required DBE goal. Otak, determined by the City to be the most qualified firm, included an approach for achieving DBE goal compliance and is further documented with this DBE Participation Plan.

Otak proposes to meet or exceed the 21% DBE goal requirement for the project funding by partnering with the following qualified DBE firms to accomplish specific key aspects of the project:

Partner Firm	Certification(s)	Role/Responsibility	* Approximate Budget Amount	* Anticipated Minimum Participation %
LDC Corp.	DBE, MBE	Topographic survey and R/W mapping	\$ 64,800	10%
Michael Minor & Associates	DBE, MBE	Noise Analysis	\$25,000	4%
Ott-Sakai & Associates	DBE, MBE	Cost Estimating and Constructability	\$ 10,000	2%
Pacific Geo Engineering	DBE, MBE	Geotechnical Engineering (Pvmts, retaining walls, pole foundations)	\$ 41,000	6%
RES Group NW	DBE, MWBE	Property title research and R/W acquisition	\$ 17,000	3%
Total =			\$157,800	25%

*** Based on current scope of services**

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Field Notes in PDF
Survey Data Collector Files – Trimble.dc.Files Survey
Base Map and Surface, 2023 CADD-Civil 3D

B. Roadway Design Files

2023 CADD-Civil 3D, with points and all reference
layers

C. Computer Aided Drafting Files

2023 CADD-Civil 3D

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

Design Submittal Documents, as specified in Exhibit A

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

Design Drawings and Exhibits, as specified in Exhibit A

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

Available relevant data and reports associated with geotechnical data, survey data, water and sewer drawings, and Agency standard construction details/technical specifications

II. Any Other Electronic Files to Be Provided

Available topographic boundary survey; water and sewer record drawing data; and construction related contract, details, or technical specifications

III. Methods to Electronically Exchange Data

Upload/download to file site; and/or CD copy

A. Agency Software Suite

Microsoft Office 365

B. Electronic Messaging System

Not applicable

C. File Transfers Format

Email, upload/download to file sites, and/or submitted CD

Exhibit D
Prime Consultant Cost Computations

Exhibit D-1: Consultant Fee Determination — Summary Sheet

Exhibit D-2: Consultant Scope LOE and Rate Schedule

108th Avenue NE Transit Queue Jumps Ph 1 & 2 Otak Project No. 033447.000		Otak Total	
Labor Classification ANTE Rate		Hours	Fee
1.0	1.SITE INVESTIGATION AND DATA COLLECTION	134	\$ 22,181.92
1.1	Obtain existing available record documentation	42	\$ 6,222.49
1.2	Establish project limits and project requirements	66	\$ 11,085.35
1.3	Topographic surveying/base map review/coord. (led by Sub-LDC)	18	\$ 3,251.10
1.4	Geotechnical investigation doc. review/coord. (led by Sub-PacGeo Eng.)	8	\$ 1,622.99
2.0	ALTERNATIVE EVALUATION AND 30% DESIGN	1,350	\$ 218,477.92
2.1	Traffic analysis document review/coord. (led by Sub-Concord)	16	\$ 3,065.98
2.2	Pavement widening and driveways	48	\$ 7,207.47
2.3	Hydraulic analysis and preliminary stormwater design	220	\$ 35,444.14
2.4	Impacts to existing utilities	40	\$ 5,976.75
2.5	Bicycle/pedestrian facilities	30	\$ 4,936.03
2.6	Signals/Illumination document review/coord. (led by Sub-Concord)	30	\$ 6,041.20
2.7	Transit bus stops/platforms	50	\$ 7,359.66
2.8	Right-of-way/easement assessment	34	\$ 5,572.92
2.9	Potential grant construction-fund sources	18	\$ 3,635.35
2.10	Preparation of 30% design plans		-
	Cover and General Information Plans (8 Drawings)	28	\$ 3,930.81
	TESC and Demo.Plans (8 Drawings)	58	\$ 8,381.85
	Roadway Grading and Paving Plans (18 Drawings)	168	\$ 25,085.56
	Drainage and Utility Adjmts/Relocation Plans (16 Drawings)	154	\$ 23,851.85
	Signal/Illumination Plan review/coord. (led by Sub-Concord)	34	\$ 5,924.80
	Pavement Markings and Permanent Signing Plans (8 Drawings)	48	\$ 7,256.52
	Site Landscape Restoration and Planting Plans (8 Drawings)	58	\$ 8,550.17
2.10	Preparation of 30% construction cost estimate	56	\$ 9,000.46
2.10	Preparation of Basis of Design Report (BOD)	92	\$ 15,731.03
2.11	Respond to agency document review comments	66	\$ 10,251.50
2.12	Preliminary design meetings (Client)	32	\$ 5,974.03
2.13	Preliminary design quality control	70	\$ 15,299.85
3.0	NEPA COMPLIANCE / PERMIT SUPPORT	344	\$ 54,232.79
3.1	Environmental data collection and critical areas report (Baseline)	32	\$ 4,497.25
3.2	Preliminary environmental review memorandum	26	\$ 3,904.49
3.3	Noise analysis document review/coord. (led by Sub-Micheal Minor)	2	\$ 450.75
3.4	Cultural resources, document review/coord. (led by Sub-AquaTerra)	2	\$ 450.75
3.5	NEPA compliance document	54	\$ 8,259.73
3.6	ESA compliance documentation	174	\$ 28,320.09
3.7	SEPA compliance documentation	42	\$ 5,811.50
3.8	Agency Meetings, Permit Facilitation, and County Coordination	12	\$ 2,538.23
4.0	RIGHT OF WAY (ROW) ACQUISITION (led by Sub-RES Group NW)	4	\$ 901.49
4.1	Property title analysis document review/coordination	2	\$ 450.75
4.2	Prepare ROW funding estimates document review/coordination	2	\$ 450.75
5.0	PROJECT MANAGEMENT AND ADMINISTRATION	144	\$ 26,240.95
5.1	Design team and document preparation	76	\$ 15,442.88
5.2	Reporting and subconsultant administration	68	\$ 10,798.07
Otak Labor Total		1,976	\$322,035.08
Subconsultants			\$342,071.90
	Traffic/Signal design - Allowance		\$145,484
	Pedestrian/Bicycle Facilities - Allowance		\$27,985
	RES Group NW (Right of Way services)		\$17,217
	Pacific Geo. Engineering (Geotechnical Engineering)		\$42,676
	LDC Corporation (Survey and basemapping)		\$64,801
	Cultural Resource - Allowance		\$8,248
	Michael Minor and Associates (Noise Analysis)		\$25,414
	Ott-Sakai & Associates (Cost Estimating)		\$10,247
Reimbursables Expenses			\$1,000.00
	Reproduction of Plans/Graphics		\$750
	Mileage/Travel		\$250
Total - Labor, Reimbursables, and Subconsultants =			\$665,106.98

**Exhibit D-1
Otak, Inc.
Consultant Fee Determination - Summary Sheet**

Project: 108th Avenue NE Transit Queue Jumps Phase 1 & 2

<u>Classification</u>	<u>Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Fee</u>
Sr. PIC/Sr. PM Civil	12	x	\$338.16	=	\$4,057.94
Civil Engineer X - Project Mgr.	196	x	\$225.37	=	\$44,173.15
Civil Engineer X	60	x	\$225.37	=	\$13,522.39
Civil Engineer VII	352	x	\$180.37	=	\$63,491.50
Engineering Designer IV	292	x	\$131.34	=	\$38,351.15
Civil Engineer X - Structural	22	x	\$225.37	=	\$4,958.21
Engineering Designer IV - Structural	36	x	\$131.34	=	\$4,728.22
Engineering Technician IV	110	x	\$113.97	=	\$12,536.46
Project Admin Assist	40	x	\$104.69	=	\$4,187.47
Project Coordinator I	52	x	\$121.66	=	\$6,326.08
Civil Engineer X - Drainage	94	x	\$225.37	=	\$21,185.08
Civil Engineer VI	34	x	\$169.84	=	\$5,774.41
Engineering Designer IV - Drainage Design	188	x	\$131.34	=	\$24,691.84
Engineering Designer IV - Hydr. Analysis	56	x	\$131.34	=	\$7,355.01
Scientist VI	32	x	\$204.59	=	\$6,546.95
Scientist VI	64	x	\$204.59	=	\$13,093.90
Scientist IV	120	x	\$163.41	=	\$19,608.94
Scientist II	120	x	\$119.19	=	\$14,302.57
Landscape Architect IV	60	x	\$144.93	=	\$8,695.58
Graphics Specialist	36	x	\$123.56	=	\$4,448.22
	<hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 1976		Total Otak	=	\$322,035.08
Reimbursables:					
Reproduction of Plans/Graphics					\$750.00
Mileage/Travel					\$250.00
			Total Reimbursables	=	\$1,000.00
Subconsultant Costs					
Traffic/Signal design - Allowance					\$145,484.30
Pedestrian/Bicycle Facilities - Allowance					\$27,985.00
RES Group NW (Right of Way services)					\$17,217.20
Pacific Geo Engineering (Geotechnical Eng.)					\$42,676.00
LDC Corporation (Survey and basemapping)					\$64,800.86
Cultural Resource - Allowance					\$8,248.33
Michael Minor and Associates (Noise Analysis)					\$25,413.54
Ott-Sakai & Associates (Cost Estimating)					\$10,246.67
			Total Subconsultant Costs	=	\$342,071.90
Client Management Reserve					\$50,000.00
Grand Total					\$715,106.98

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Otak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 164.31% Field: 130.72%	30.37%	2.9468 Office Net Mult. 2.6109 Field Net Mult.
Sr. PIC/Sr. PM Civil	Office	\$112.00	\$184.03	\$34.01	\$330.04
PIC/Sr. PM Civil	Office	\$96.46	\$158.50	\$29.30	\$284.25
Civil Engineer X	Office	\$74.64	\$122.65	\$22.67	\$219.96
Civil Engineer IX	Office	\$71.96	\$118.24	\$21.86	\$212.06
Civil Engineer VIII	Office	\$64.77	\$106.42	\$19.67	\$190.87
Civil Engineer VII	Office	\$59.74	\$98.16	\$18.14	\$176.04
Civil Engineer VI	Office	\$56.25	\$92.42	\$17.08	\$165.76
Civil Engineer V	Office	\$52.26	\$85.86	\$15.87	\$153.99
Civil Engineer IV	Office	\$47.28	\$77.68	\$14.36	\$139.32
Civil Engineer III	Office	\$45.02	\$73.98	\$13.67	\$132.67
Civil Engineer II	Office	\$39.84	\$65.46	\$12.10	\$117.39
Civil Engineer I	Office	\$36.23	\$59.52	\$11.00	\$106.75
Engineering Designer V	Office	\$49.76	\$81.77	\$15.11	\$146.64
Engineering Designer IV	Office	\$43.50	\$71.47	\$13.21	\$128.19
Engineering Designer III	Office	\$37.32	\$61.32	\$11.33	\$109.98
Engineering Designer II	Office	\$34.83	\$57.23	\$10.58	\$102.63
Engineering Designer I	Office	\$31.37	\$51.55	\$9.53	\$92.44
Engineering Technician VII	Office	\$54.69	\$89.86	\$16.61	\$161.16
Engineering Technician VI	Office	\$45.20	\$74.27	\$13.73	\$133.19
Engineering Technician V	Office	\$41.38	\$67.99	\$12.57	\$121.94
Engineering Technician IV	Office	\$37.75	\$62.02	\$11.46	\$111.23
Engineering Technician III	Office	\$32.03	\$52.63	\$9.73	\$94.40
Engineering Technician II	Office	\$27.41	\$45.03	\$8.32	\$80.76
Engineering Technician I	Office	\$22.77	\$37.41	\$6.92	\$67.10
PIC/Scientist	Office	\$75.37	\$123.84	\$22.89	\$222.10
Scientist VI	Office	\$67.76	\$111.34	\$20.58	\$199.68
Scientist V	Office	\$59.53	\$97.82	\$18.08	\$175.43
Scientist IV	Office	\$54.12	\$88.93	\$16.44	\$159.48
Scientist III	Office	\$47.77	\$78.48	\$14.51	\$140.75
Scientist II	Office	\$43.42	\$71.35	\$13.19	\$127.96
Scientist I	Office	\$39.48	\$64.86	\$11.99	\$116.33
Environmental Specialist	Office	\$49.12	\$80.71	\$14.92	\$144.75
PIC/Sr. CM	Field	\$79.49	\$103.91	\$24.14	\$207.54
Construction Manager VI	Field	\$73.29	\$95.80	\$22.26	\$191.35
Construction Manager V	Field	\$62.20	\$81.31	\$18.89	\$162.41
Construction Manager IV	Field	\$59.00	\$77.12	\$17.92	\$154.03
Construction Manager III	Field	\$49.54	\$64.75	\$15.04	\$129.33
Construction Manager II	Field	\$47.48	\$62.06	\$14.42	\$123.95
Construction Manager I	Field	\$43.77	\$57.22	\$13.29	\$114.28
Field Representative VII	Field	\$59.33	\$77.55	\$18.02	\$154.89
Field Representative VI	Field	\$51.75	\$67.65	\$15.72	\$135.11
Field Representative V	Field	\$47.48	\$62.06	\$14.42	\$123.95
Field Representative IV	Field	\$38.27	\$50.03	\$11.62	\$99.93
Field Representative III	Field	\$35.71	\$46.68	\$10.84	\$93.23
Field Representative II	Field	\$32.25	\$42.16	\$9.79	\$84.20
Field Representative I	Field	\$28.80	\$37.65	\$8.75	\$75.20
CM Documentation Specialist III	Field	\$46.66	\$60.99	\$14.17	\$121.82
CM Documentation Specialist II	Field	\$39.70	\$51.90	\$12.06	\$103.66
CM Documentation Specialist I	Field	\$33.22	\$43.43	\$10.09	\$86.74

COST INFORMATION
BREAKDOWN OF BILLING RATES AND DIRECT NONLABOR RATES
Ofak Actuals Not To Exceed (ANTE)

DIRECT LABOR COSTS

Classification	Overhead Type	Max Direct Salary Rate	Overhead	Profit	Max Billing Rate
			Office: 164.31% Field: 130.72%	30.37%	2.9468 Office Net Mult. 2.6109 Field Net Mult.
PIC/PLS - Sr. Manager	Field	\$93.11	\$121.71	\$28.28	\$243.10
Professional Land Surveyor V	Field	\$72.67	\$94.99	\$22.07	\$189.73
Professional Land Surveyor IV	Field	\$57.94	\$75.74	\$17.60	\$151.27
Professional Land Surveyor III	Field	\$53.56	\$70.02	\$16.27	\$139.84
Professional Land Surveyor II	Field	\$48.69	\$63.65	\$14.79	\$127.13
Professional Land Surveyor I	Field	\$44.27	\$57.86	\$13.44	\$115.57
Survey Crew Chief III	Field	\$50.16	\$65.56	\$15.23	\$130.95
Survey Crew Chief II	Field	\$37.33	\$48.80	\$11.34	\$97.47
Survey Crew Chief I	Field	\$31.82	\$41.59	\$9.66	\$83.07
Survey Office Technician IV	Field	\$44.30	\$57.91	\$13.45	\$115.66
Survey Office Technician III	Field	\$40.88	\$53.44	\$12.42	\$106.74
Survey Office Technician II	Field	\$31.05	\$40.59	\$9.43	\$81.07
Survey Office Technician I	Field	\$26.91	\$35.18	\$8.17	\$70.26
Survey Field Technician III	Field	\$30.02	\$39.24	\$9.12	\$78.37
Survey Field Technician II	Field	\$26.71	\$34.92	\$8.11	\$69.75
Survey Field Technician I	Field	\$22.99	\$30.05	\$6.98	\$60.02
Sr. PIC/Sr. PM LA/Master Planner	Office	\$85.85	\$141.07	\$26.07	\$253.00
PIC/Sr. PM LA/Master Planner	Office	\$75.76	\$124.48	\$23.01	\$223.26
Landscape Architect VII	Office	\$60.95	\$100.15	\$18.51	\$179.61
Landscape Architect VI	Office	\$55.89	\$91.83	\$16.97	\$164.70
Landscape Architect V	Office	\$51.66	\$84.88	\$15.69	\$152.22
Landscape Architect IV	Office	\$48.00	\$78.87	\$14.58	\$141.45
Landscape Architect III	Office	\$43.47	\$71.43	\$13.20	\$128.10
Landscape Architect II	Office	\$40.46	\$66.48	\$12.29	\$119.22
Landscape Architect I	Office	\$32.74	\$53.79	\$9.94	\$96.47
Landscape Technician III	Office	\$35.32	\$58.04	\$10.73	\$104.09
Landscape Technician II	Office	\$29.88	\$49.10	\$9.07	\$88.05
Landscape Technician I	Office	\$25.76	\$42.33	\$7.82	\$75.91
Planner VI	Office	\$63.65	\$104.59	\$19.33	\$187.57
Planner V	Office	\$59.79	\$98.24	\$18.16	\$176.19
Planner IV	Office	\$54.90	\$90.20	\$16.67	\$161.77
Planner III	Office	\$51.35	\$84.37	\$15.59	\$151.31
Planner II	Office	\$45.46	\$74.69	\$13.81	\$133.95
Planner I	Office	\$37.32	\$61.32	\$11.33	\$109.98
Planner Associate IV	Office	\$40.68	\$66.83	\$12.35	\$119.86
Planner Associate III	Office	\$35.15	\$57.75	\$10.67	\$103.58
Planner Associate II	Office	\$31.52	\$51.78	\$9.57	\$92.87
Planner Associate I	Office	\$26.97	\$44.32	\$8.19	\$79.48
Sr. GIS Specialist - Planner	Office	\$41.79	\$68.67	\$12.69	\$123.16
GIS Specialist - Planner	Office	\$37.10	\$60.97	\$11.27	\$109.34
Project Coordinator II	Office	\$52.50	\$86.26	\$ 15.94	\$154.71
Project Coordinator II	Office	\$49.27	\$80.95	\$ 14.96	\$145.18
Project Coordinator I	Office	\$40.29	\$66.20	\$ 12.24	\$118.73
Project Administrative Assistant	Office	\$34.67	\$56.97	\$ 10.53	\$102.17
Graphics Specialist	Office	\$40.92	\$67.24	\$ 12.43	\$120.59

The Indirect Cost Rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Billing Rate for each Classification listed.

Max Direct Salary Rates include 3.5% escalation.



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

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

June 26, 2024

Otak, Inc.
808 SW Third Ave., Suite 800
Portland, OR 97204

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Justin Monahan:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by D.L. Purvine, CPA, PLLC as follows:

- Home Office: 164.31% of direct labor (rate includes 0.45% Facilities Capital Cost of Money).
- Field Office: 130.72% of direct labor (rate includes 0.36% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Jun 27, 2024 06:24 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: BJO

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Subcontracted Services:

Project: 108th Ave. NE Transit Queue Jumps Phase 1 & 2

The AGENCY permits subcontractors for the following portions of the work of the AGREEMENT:

<u>EXHIBIT</u>	<u>SUBCONSULTANT</u>	<u>SERVICES DESCRIPTION</u>
E-1	LDC Corporation	Topographic Survey and R/W Mapping
E-2	Pacific Geo Engineering	Geotechnical Engineering
E-5	Michael Minor and Associates	Noise Analysis
E-7	RES Group NW	Title Research/& R/W Funding Estimates
E-8	Ott-Sakai and Associates	Cost Estimating

Exhibit E - 1a
LDC Corporation
Sub-Consultant Fee Determination - Summary Sheet

Project: 108th Ave. NE Transit Queue Jumps Phase 1 & 2

Cost :

<u>Classification</u>	<u>Man Hours</u>		<u>Billing Rate</u>	=	<u>Cost</u>
Survey Crew Chief I	80	x	\$99.01	=	\$7,920.80
Survey Crew Chief II	128	x	\$137.38	=	\$17,584.64
Survey Technician	60	x	\$123.76	=	\$7,425.60
Field Manager	76	x	\$179.33	=	\$13,629.08
Director of Accounting	5	x	\$222.28	=	\$1,111.40
Director of Survey	12	x	\$230.57	=	\$2,766.84
Total =					361.00
Total =					\$50,438.36

Reimbursables:

Pull 16 Title Report	\$8,000.00
Mileage	\$800.00
Printing	\$50.00

Subconsultants

Underground Utility Vendor	\$5,512.50
----------------------------	------------

Total Reimbursables	=	\$8,850.00
Total Subconsultants	=	\$5,512.50

Grand Total	\$64,800.86
--------------------	--------------------

Actuals Not To Exceed Table (ANTE)

108th Ave NE Transit ANTE Bill Rate Schedule

Land Development Consultants

20210 142nd Ave NE

Woodinville, WA 98072

Exhibit E-1b

Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		178.86%	30.55%	
Crew Chief I	\$32.00	\$57.24	\$9.78	\$99.01
Crew Chief II	\$44.40	\$79.41	\$13.56	\$137.38
Director of Land Surveying	\$74.52	\$133.29	\$22.77	\$230.57
Field Manager	\$57.96	\$103.67	\$17.71	\$179.33
Project Administrator	\$71.84	\$128.49	\$21.95	\$222.28
Survey Technician	\$40.00	\$71.54	\$12.22	\$123.76



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

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

May 17, 2024

Land Development Consultants, Inc.
20210 142nd Ave NE
Woodinville, WA 98072

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Kyle Carlson:


Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 178.86%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(May 21, 2024 12:37 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

Project Name - Kirkland, 108th Avenue NE Transit Queue Jumps Phase 1 & 2										
Owner - City of Kirkland				City Proj. No.						
Client - OTAK				OTAK Proj. No.						
Proj. Manager - Mark Cole				PGE Project No.		23-695				
PGE's Scope of Service - Geotechnical Engineering, Hiring of Drilling & Traffic Control Subcontractors										
Date Prepared 07/10/24 Page No. 1/1										
Firm	Geotechnical	Job	Employee	Qty.	Unit	Direct	Overhead	Fixed	Total Hourly	Total \$\$
Tasks	Engineering Tasks	Classification	Name			Labor	120% NTE	30.55% NTE	Billing Rate	
PGE										
Task I	Prelim Site Meeting	Sr. Engineer	Santanu Mowar	4	hrs	\$85	\$102.0	\$25.97	\$212.97	\$852
Task II	Virtual Proj. Meetings	Sr. Engineer	Santanu Mowar	4	hrs	\$85	\$102.0	\$25.97	\$212.97	\$852
Task II	Site walk, field recon & boring locations	Sr. Engineer	Santanu Mowar	8	hrs	\$85	\$102.0	\$25.97	\$212.97	\$1,704
Task IV	Utility call & coordinati	Sr. Engineer	Santanu Mowar	8	hrs	\$85	\$102.0	\$25.97	\$212.97	\$1,704
Task V	Soil Investigation	Sr. Engineer	Santanu Mowar	16	hrs	\$85	\$102.0	\$25.97	\$212.97	\$3,407
Task VI	Geotech Report Prep.	Sr. Engineer	Santanu Mowar	32	hrs	\$85	\$102.0	\$25.97	\$212.97	\$6,815
Task VII	Laboratory Testing			LS						\$2,400
Drilling	a. Conc. Coring			LS						\$5,885
Task VII	b. Test hole drilling*									
	c. PGE Support Service	Sr. Engineer	Santanu Mowar	8	hrs	\$85	\$102.0	\$25.97	\$212.97	\$1,704
Traffic	a. Plan Preparation			LS						\$15,611
Task IX	b. Permitting**									
	c. PGE Support Service	Sr. Engineer	Santanu Mowar	8	hrs	\$85	\$102.0	\$25.97	\$212.97	\$1,704
Mileage	Automobile - Office to site trip - 4 times			60	mile				\$0.655	\$39.3
Toal Estimated Cost =										\$42,676

Drilling* - This cost is based on 8 hrs of drilling, if it exceeds then add @ \$325/hr

Permitting** - This cost may vary, this is a preliminary estimate only, actual cost will depend after the City of Kirkland provide more information on permitting process requirements. The contractor is working with the City in this matter.

Drilling work & Traffic control planning will be scheduled after the work will be authorized by OTAK

FYI, PGE's hourly rate is recently used and approved by WSDOT projects; Overhead % are as per WSDOT approval



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

March 14, 2024

Santanu Mowar
Pacific Geo Engineering
PO Box 1419
Issaquah, WA 38027

Re: Pacific Geo Engineering
Safe Harbor Indirect Cost Rate Addendum

Dear Santanu:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to increase the Safe Harbor Indirect Cost Rates from 110% and 80% for home and field to 120% and 90% respectively.

You'll be able to update your rates on any WSDOT agreements based on the agreement terms. Please refer to your agreement for specific information on rate updates. For questions on updating your billing rate, please contact the Contract Services Office at consultantrates@wsdot.wa.gov.

You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to April 8, 2026. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

If you have any questions, please contact Steve McKerney or me at (360)705-7799.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jarron Elter', with a long horizontal flourish extending to the right.

Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Maryna Ya, MS 47323
File

Exhibit E -5a
Michael Minor & Associates, Inc.
Sub-Consultant Fee Determination - Summary Sheet

Project: 108th Ave. NE Transit Queue Jumps Phase 1 & 2

Cost :

<u>Classification</u>	<u>Man Hours</u>		<u>Billing Rate</u>	=	<u>Cost</u>
Principal	46	x	\$184.85	=	\$8,503.10
Traffic Noise Analyst	149	x	\$96.12	=	\$14,321.88
Field Noise Analyst (Additional as needed)	24	x	\$91.19	=	\$2,188.56
Total =			219.00		
				Total =	\$25,013.54

Reimbursables:

Travel for Monitoring \$400.00

Total Reimbursables = \$400.00

Grand Total \$25,413.54



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

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

June 28, 2024

Michael Minor & Associates, Inc.
4923 SE 36th Ave
Portland, OR 97202

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Michael Minor:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 112.89%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 1, 2024 06:46 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

**Exhibit E - 7
RES Group NW
Sub-Consultant Fee Determination - Summary Sheet**

Project: 108th Ave. NE Transit Queue Jumps Phase 1 & 2

Cost :

<u>Classification</u>	<u>Man Hours</u>		<u>Billing Rate</u>	=	<u>Cost</u>
Project Manager	60	x	\$152.99	=	\$9,179.40
Senior Right of Way Agent	40	x	\$152.99	=	\$6,119.60
Tech/ Jr.Right of Way Agent (Additional as needed)	20	x	\$70.91	=	\$1,418.20
Total =					XXX
Total =					\$16,717.20

Reimbursables:

Mileage Reimbursements	\$500.00
Total Reimbursables = \$500.00	

Grand Total **\$17,217.20**



Allowed Not to Exceed Rates (ANTE)

Rate Effective Period: July 1, 2024 - June 30, 2025

effective date: 7/1/2024

Current ICR %	72.33%
Fee %	30.00%

<u>Job Classifications</u>	Direct Salary Range		Overhead Burden Range		Fee Range		Hourly Bill Rate	
	Min	Max	Min	Max	Min	Max	Min	Max
Project Manager	\$ 72.00	\$ 90.00	\$ 52.08	\$ 65.10	\$ 21.60	\$ 27.00	\$ 145.68	\$ 182.10
Sr Acquisition/Relocation Agent	\$ 72.00	\$ 90.00	\$ 52.08	\$ 65.10	\$ 21.60	\$ 27.00	\$ 145.68	\$ 182.10
Project Lead	\$ 62.50	\$ 78.13	\$ 45.21	\$ 56.51	\$ 18.75	\$ 23.44	\$ 126.46	\$ 158.07
Right of Way Agent III	\$ 53.13	\$ 66.41	\$ 38.43	\$ 48.03	\$ 15.94	\$ 19.92	\$ 107.49	\$ 134.36
Right of Way Agent II	\$ 42.50	\$ 53.13	\$ 30.74	\$ 38.43	\$ 12.75	\$ 15.94	\$ 85.99	\$ 107.49
Right of Way Agent I	\$ 34.00	\$ 42.50	\$ 24.59	\$ 30.74	\$ 10.20	\$ 12.75	\$ 68.79	\$ 85.99
Jr Right of Way Agent/Tech II	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46
Jr Right of Way Agent/Tech I	\$ 25.00	\$ 31.25	\$ 18.08	\$ 22.60	\$ 7.50	\$ 9.38	\$ 50.58	\$ 63.23
Right of Way Technition III	\$ 41.25	\$ 51.56	\$ 29.84	\$ 37.30	\$ 12.38	\$ 15.47	\$ 83.46	\$ 104.33
Right of Way Technition II	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46
Right of Way Technition I	\$ 28.50	\$ 35.63	\$ 20.61	\$ 25.77	\$ 8.55	\$ 10.69	\$ 57.66	\$ 72.08
Contract Specialist II	\$ 45.00	\$ 56.25	\$ 32.55	\$ 40.69	\$ 13.50	\$ 16.88	\$ 91.05	\$ 113.81
Contract Specialist I	\$ 33.00	\$ 41.25	\$ 23.87	\$ 29.84	\$ 9.90	\$ 12.38	\$ 66.77	\$ 83.46



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

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

May 17, 2024

RES Group NW, LLC
1913 6th Street
Kirkland, WA 98033

Subject: Acceptance FYE 2023 ICR – Audit Office Review

Dear Tim Davis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2023 Indirect Cost Rate (ICR) of 72.33% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey
Schatzie Harvey (May 22, 2024 05:48 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

**Exhibit E -8a
Ott-Sakai & Associates LLC
Sub-Consultant Fee Determination - Summary Sheet**

Project: 108th Ave. NE Transit Queue Jumps Phase 1 & 2

Cost :

<u>Classification</u>	<u>Man Hours</u>		<u>Billing Rate</u>	=	<u>Cost</u>
Principal	4	x	\$266.65	=	\$1,066.60
Senior Construction Specialist	33	x	\$266.65	=	\$8,799.45
Business Manager (Additional as needed)	2	x	\$190.31	=	\$380.62
Total		=	\$39.00		
				Total	= \$10,246.67

Reimbursables:

Reimbursable1					\$Budget1
Reimbursable2					\$Budget2
Total Reimbursables					= \$0.00

Grand Total **\$0.00**

Ott-Sakai & Associates, LLC
 PO Box 247
 Mountlake Terrace, WA 98043

Job Classifications	Proposed Direct Labor Rate NTE*		Overhead 84.49%		Fixed Fee NTE		All Inclusive Hourly Billing Rate NTE
			84.49%		30.55%		
Principal	\$124.00		\$104.77		\$37.88		\$266.65
Senior Construction Specialist	\$124.00		\$104.77		\$37.88		\$266.65
Construction Specialist	\$117.00		\$98.85		\$35.74		\$251.60
Business Manager	\$88.50		\$74.77		\$27.04		\$190.31
Assistant Contracts Administrator	\$61.00		\$51.54		\$18.64		\$131.17



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

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

June 26, 2024

Ott-Sakai & Associates, LLC
PO Box 247
Mountlake Terrace, WA 98043

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Kimberly McShea:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 84.49% of direct labor (rate include 0.06% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey

Schatzie Harvey (Jun 26, 2024 13:36 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G
Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Otak, Inc.

whose address is
11241 Willows Road NE, Suite 200, Redmond, Wa. 98052

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the Agency

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

Otak, Inc

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

8/7/2024
Date

Exhibit G-1(b) Certification of Agency

I hereby certify that I am the:

Other

of the City of Kirkland, and Consulting firm

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

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

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

Signature

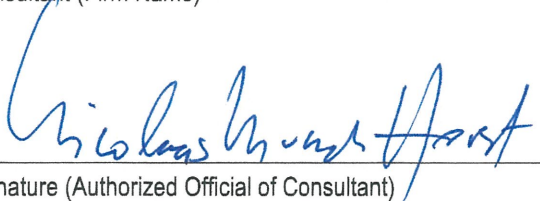
Date

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

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

OTAK, INC.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/7/2024

Date

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

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

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

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

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

OTAK, INC.

Consultant (Firm Name)

Nicholas Muntz

Signature (Authorized Official of Consultant)

8/7/2024

Date

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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