

AM NO. 10-146 (C7)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: July 6, 2010

SUBJECT: **APPROVAL OF FUNDING AND CONSULTANT AGREEMENT FOR THE OVERLAKE ACCESS RAMP PROJECT**

I. RECOMMENDED ACTIONS:

- 1) Approve funding of \$250,000 from the Transportation CIP for the Overlake Access Ramp project.
- 2) Approve the Consultant Agreement for the Overlake Access Ramp project with HDR, Inc., in the amount of \$220,000, and authorize the Mayor to execute the agreement.

II. DEPARTMENT CONTACT PERSONS:

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

III. DESCRIPTION:

The purpose of this project is to conduct analytical modeling analysis and conceptual design in order to obtain Washington State Department of Transportation (WSDOT)'s full support and approval of the proposed Overlake Access Ramp¹. The analysis and design will prepare Redmond for a funding request to the 2011 Washington State legislative session.

Project Background and History

The proposed Overlake Access Ramp is located at the existing SR 520 interchange at 148th Avenue NE (Attachment A). The City of Redmond has been actively pursuing funding for this project from the legislature. The City will work directly with the

¹ The scope also includes analysis and conceptual design of a proposed non-motorized connection on the east side of 148th Avenue NE between the SR 520 on ramp north of NE 24th Street and SR 520 trail. Proposed Overlake Access Ramp and non-motorized connection are referred as 148th Avenue NE improvements.

WSDOT prior to and during the 2011 Washington State legislative session to continue pursuit of funding for the project.

This project initially emerged from the joint Bellevue and Redmond North and South Study in 2001. It was included in the 2007 Overlake Neighborhood Plan with strong support from the City of Bellevue (west of the centerline of 148th Avenue NE is in Bellevue). This project is also included in the Redmond Transportation Facilities Plan (Project ID: RED-OV-096.1).

WSDOT Approval

WSDOT needs to approve the proposed Overlake Access Ramp during the project development process as it is the approval authority for all access point revisions on limited access freeways in Washington State. The formal approval document is called an Interchange Justification Report (IJR). Staff will work with WSDOT to gain support and concurrency for the project this fall and later obtain conditional IJR approval. Final approval will require additional environmental review not being considered at this time. Clear support for this interchange modification from WSDOT will be an important asset for Redmond's efforts in requesting funding to construct the project.

Coordination with Others

Several significant projects or ideas at the SR 520 interchange at 148th Avenue NE and its vicinity interact with the proposed Overlake Access Ramp:

1. The interest to have an SR 520 Route Development Plan (RDP) study east of I-405 and SR 202 (provides the ultimate plan for the SR 520 corridor);
2. Sound Transit East Link project alignment through the 148th Avenue NE interchange;
3. The City of Bellevue's interest in a new 124th Avenue NE interchange;
4. SR 520 traffic operations at the NE 40th Street interchange; and
5. The City of Redmond's 152nd Avenue NE Preliminary Corridor Design.

Therefore, in addition to the WSDOT and Washington State Legislature, critical stakeholders include Sound Transit, the City of Bellevue, private companies with interest on improved SR 520 traffic operations, and the staff team on the 152nd Avenue NE Preliminary Corridor Design.

Expected Project Outcomes

The analysis and design work will:

1. Perform an operational analysis of future conditions on the freeway and the surrounding street network as it relates to the proposed access ramp;

2. Define the ramp footprint including how it diverges from SR 520, the ramp cross-section, and how it integrates with the local street network east of 148th Avenue NE;
3. Obtain a reasonably accurate cost estimate; and
4. Obtain WSDOT's letter of concurrence, conditional approval of the IJR, and ultimately a final approval of the IJR.

Proposed Schedule

- **July 2010** – Start “The Project”
- **August 2010** – Complete modeling
- **September 2010** – Complete traffic analysis
- **December 2010** – Complete conceptual engineering and cost estimate
- **February 2011** - Conditional IJR approval

Consultant Selection

Staff solicited proposals from three consultants on the Public Works Consultant Roster. Staff selected HDR, Inc. as the preferred consultant for this project, whose project manager has good WSDOT relationships, strong freeway and access operations qualifications, and is currently working on WSDOT's SR 520 project. In addition, HDR is the prime consultant for the 152nd Avenue NE Corridor Study and can efficiently complete the modeling and analysis work needed for the Overlake Access Ramp effort in coordination with the Corridor Study.

The attached Consultant Agreement is the standard City agreement. The Risk Manager and City Attorney will review the contract prior to signature by the Mayor.

IV. IMPACT:

A. Service/Delivery: HDR, Inc. will perform modeling and operations analysis and conceptual design that will help to secure the support and approval from the WSDOT. The analysis and design will provide a clear footprint definition of the ramp, reasonably accurate cost estimate, and conditional approval of an Interchange Justification Report (IJR) by WSDOT.

B. Fiscal:

City Administration	\$ 30,000
Consultant Contract- HDR	<u>220,000</u>
Total	\$250,000

Funding

Transportation CIP	\$250,000
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ATTACHMENT A



ATTACHMENT B

CONSULTANT AGREEMENT	
PROJECT TITLE Overlake Access Ramp	WORK DESCRIPTION 1. Perform a modeling and operational analysis of future conditions on SR 520, the proposed ramp, and affected surrounding street network; 2. Define the ramp footprint including how it diverges from SR 520, the ramp cross section and profile, and how it integrates with the local street network east of 148 th Avenue NE; 3. Obtain a reasonably accurate cost estimate; and 4. Prepare an Interchange Justification Report for the proposed ramp.
PROJECT NO.	
REDMOND BUSINESS LICENSE NO. RED00019820	CONSULTANT/ADDRESS/TELEPHONE HDR ENGINEERING, INC. 500 108 TH AVE NE, SUITE 1200 BELLEVUE, WA 98004 (425) 450-6200
FEDERAL I.D. NO. 47-0680568	
MAXIMUM AMOUNT PAYABLE \$220,000	COMPLETION DATE July 31, 2011

Index of Exhibits

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

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

WITNESSETH THAT:

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

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

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

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

**I
GENERAL DESCRIPTION OF WORK**

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

**II
SCOPE OF WORK**

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

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

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

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

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

**V
PAYMENT PROVISIONS**

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

**VI
SUBCONTRACTING**

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

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

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

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

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

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

**VII
EMPLOYMENT**

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

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

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

VIII NONDISCRIMINATION

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX TERMINATION OF AGREEMENT

The right is reserved by the CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

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

to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

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

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

Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII LEGAL RELATIONS

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

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

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the State of Washington.
- B. Commercial general liability and property damage insurance in an amount not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate for bodily injury, including death and property damage.
- C. Professional liability insurance in the amount of \$1,000,000 or more against claims arising from the performance of professional services under this contract.
- D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

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

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

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

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

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

XIV EXTRA WORK

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

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

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

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

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

**XV
ENDORSEMENT OF PLANS**

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

**XVI
COMPLETE AGREEMENT**

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

**XVII
EXECUTION AND ACCEPTANCE**

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

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

CONSULTANT

CITY OF REDMOND

By: _____

By: _____
John Marchione, Mayor

Title: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK The Overlake Access Ramp Project

Introduction

The City of Redmond has identified the proposed Overlake Access Ramp as a high priority transportation project for the city. The proposed Overlake Access Ramp is at the existing SR 520 interchange at 148th Avenue NE. This new ramp would provide a direct connection to the proposed Overlake Village. This project is a specific improvement that the City of Redmond is actively moving forward within a broader Eastside SR 520 study effort.

WSDOT support and approval along with a reasonably accurate project footprint definition and cost estimate are essential as part of any upcoming requests to the State legislature for support.

In order to obtain the project footprint definition and cost estimate travel demand modeling, traffic operational analysis and conceptual engineering design is required. Specifically, the analysis and design will:

1. Quantify benefits of the ramp to both SR 520 and local street network traffic operations, which will help secure WSDOT and the State legislature's support and approval.
2. Define the size of the ramp including the diverge area on SR 520, ramp cross section, and ramp terminal through future travel demand forecast and traffic operational analysis.
3. Determine the feasible tunnel location and size for the 148th Avenue NE undercrossing.
4. Determine the footprint of the ramp based on
 - a. Its determined size,
 - b. The tunnel location and size, and
 - c. Coordination with
 - i. Sound Transit East Link project,
 - ii. City of Bellevue's desire to have a new interchange at 124th Avenue NE, and
 - iii. The 152nd Avenue NE Corridor Design project.

Ramp geometric design may be impacted by the Sound Transit East Link project line alignment. Coordination with the Sound Transit East Link alignment through the 148th Avenue NE interchange is critical. In addition, the ramp will integrate with the local street network east of 148th Avenue NE by coordinating with Redmond's 152nd Avenue NE Preliminary Corridor Design.

While the ultimate goal for the City of Redmond's efforts on this project is to secure WSDOT support/approval as well as funding from the State legislature for the project development, crucial stakeholders for the project also include City of Bellevue, Sound Transit, and private companies with an interest in a transportation infrastructure to support their business needs.

A list of key deliverables anticipated for the Project is provided below:

- Meeting minutes for all coordination meeting w/ City staff and IJR support team meetings
- Tech memo summarizing Travel Demand modeling results
- Tech memo summarizing Traffic Analysis
- 15% Preliminary Engineering Plan set and associated engineering cost estimate
- Draft and final IJR document

Key anticipated Project milestones are shown in **Table A** below.

Table A: Key Project Milestones	
Milestone	Estimated Completion Date
Notice to Proceed	06-01-10
Travel Demand Modeling Complete	08-01-10
Traffic Analysis Complete	09-01-10
5% Preliminary Engineering	11-01-10
Cost Estimate	12-01-10
Draft IJR Complete	01-01-11
Final IJR Approval	02-01-11

A portion of work described in this contract is also covered under Task Order #4 of the Modeling On-Call Contract. Once this contract is executed work will stop on the Task Order #4 contract and work will resume under this contract. Work performed previously under the Task Order #4 contract will be deducted from the scope of work and fees described in this contract.

Items and Services to be Furnished by the CITY

The City will provide the following items and services to the Consultant to help facilitate the preparation of deliverables for the Project:

1. GIS and survey information within the project limits.
2. Right-of-way data sufficient to establish approximate property boundaries.
3. Traffic modeling data for the intersection geometric analysis.
4. Traffic counts with study area.
5. The City will lead the public outreach effort or council briefings.

TASK 1 PROJECT MANAGEMENT

This task describes the services necessary to plan, perform, and control the work of the Project team so that the needs and expectations of the City are met. The Consultant will follow Consultant protocols for project delivery and Quality Control/Quality Assurance as described in its Project Guide.

1.1 QUALITY CONTROL

Consultant shall follow its own QA/QC procedures during the Project lifecycle. This includes: preparing and maintaining a Project Guide; conducting management reviews, including a 0% review, at key Project milestones (management reviews are held to assess scope, schedule, and budget status, and to address any Project issues); and providing senior level technical reviews of interim and final deliverables prior to submitting them to the City.

Assumptions:

- Consultant shall follow its own QA/QC procedures.

Deliverable(s):

- Electronic copies of QC documentation forms upon request.

1.2 CONTRACT ADMINISTRATION AND CONTROL

Consultant shall establish, maintain, and administer contract agreements with the City and subconsultants. Consultant shall manage and control its work as defined in the Scope and include provisions to identify, communicate and address potential changes to the Scope.

Assumptions:

- A baseline scope, schedule, and budget will be approved by the City and serve as the basis for managing Project progress and change.

Deliverable(s):

- Baseline scope, schedule, and budget.
- Change documentation as necessary.

1.3 TEAM DIRECTION AND OVERSIGHT

It is the responsibility of the Consultant to manage the Consultant team. Use of Subconsultants is not anticipated for this Project. The Consultant shall:

- Provide a single point of contact (the project manager) for Project related communications with the City.
- Provide regular direction to the Consultant team.
- Make the Project team aware of issues to be resolved, the schedule for resolution, and the potential impacts of such issues on Project delivery.
- Monitor in-house work for adherence to scope, schedule, budget, and quality standards.
- Verify that documents and electronic files generated for the Project are being documented and retained in Project files consistent with City and Consultant requirements.

Assumptions:

- The Consultant project manager will be the single point of contact for Project communications with the City.

Deliverables:

- Consultant team management.

1.4 PROJECT COORDINATION MEETINGS

The Consultant shall schedule a standing bi-monthly Project coordination meeting to discuss Project progress and issues and to provide a regular venue and forum for Project coordination. The meetings will be held via conference call and will include selected team members from the Consultant team and City. Up to eight (8) Project coordination meetings are assumed. A standing meeting agenda will be prepared by the Consultant and modified as appropriate for each meeting. Meeting summaries, including action items, will be prepared by the Consultant and distributed to the Project team within five (5) working days after each meeting. Up to three (3) Consultant team members may participate in each meeting. Meetings will be scheduled for one (1) hour.

Assumptions:

- A standing bi-monthly project coordination meeting will be scheduled and held during the Project. Up to three (3) Consultant team members will participate in each meeting.

- The bi-monthly project coordination meeting will be held via conference call and scheduled for one (1) hour. Up to twelve (12) meetings are assumed.
- Consultant will be responsible for preparing the meeting agendas and meeting summaries.

Deliverables:

- One (1) electronic copy of meeting agendas and meeting summaries.

1.5 MONTHLY PROGRESS REPORTING AND INVOICING

Consultant shall prepare and submit a monthly invoice and progress report to the City. The City will approve the format for the invoice and progress report. Both shall be submitted to the City in electronic format by the 15th of each month. The progress report will document significant activities performed and deliverables completed during the reporting period. It will identify key accomplishments, meetings attended, and current open issues relating to the work. It will identify anticipated activities and deliverables for the following month and any issues that might impact scope, schedule, or budget.

Assumptions:

- Ten (10) months are assumed for progress reporting.
- The invoice and progress report will be submitted by the 15th of each month.

Deliverables:

- One (1) electronic copy of the monthly progress report and invoice.

TASK 2 IJR SUPPORT TEAM & METHODS/ASSUMPTIONS MEMO

2.1 SUPPORT TEAM MEETINGS

Per section 550.04 (IJR Procedures) of WSDOT Design Manual a support team will be established at the beginning of this study. Exact team members will be determined through early coordination with WSDOT and City of Redmond staff. Support teams normally consist of WSDOT staff, City staff, neighboring jurisdictions, and transit agencies. A support team kickoff meeting will be used to layout framework and guidelines for a methods and assumptions memo.

Assumptions:

- Support Team meetings will be held at City of Redmond offices or WSDOT Urban Planning Office. Meeting duration will be up to two (2) hours.
- The Consultant will prepare a draft meeting agenda and collaborate with the City on the final agenda. CONSULTANT will provide IJR with notes taken and will be responsible for preparing meeting notes.
- The City will organize meetings and invite support team members.
- A total of five (5) support team meetings are assumed for budgeting purposes. Up to three (3) consultant staff will attend each support team meeting.

Deliverables:

- Meeting minutes for all support team meetings.

2.2 METHODS AND ASSUMPTIONS MEMO

The support team kickoff meeting will be used to layout framework and guidelines for a methods and assumptions memo. Support team will provide guidance on things such as study area,

modeling assumptions, open and design years, regional project assumptions, etc. These project parameters will be documented in the “Methods and Assumptions Memo”.

Assumptions:

- CONSULTANT will submit a draft “Methods and Assumptions” memo based on decisions and direction given at the first support team meeting.
- Support team members will review and comments on draft “Methods and Assumptions Memo”

Deliverables:

- Draft and Final Methods and Assumptions Memo

TASK 3 TRAVEL DEMAND FORECASTING

The work is designed to provide reasonable traffic movement volumes at roadway network intersections and interchange ramps in the vicinity of the 152nd Avenue Corridor (the 152nd Corridor) and the 148th Avenue/SR 520 Access Ramp Interchange Justification Report projects (the 148th/SR 520 IJR). The modeling area is delineated by 124th Avenue NE to the west, NE 20th Street to the south, 156th to the east and NE 40th Street to the north.

The travel demand forecasting will be based on existing modeling work that has been done for the Group Health and surrounding area development. The existing travel model will be refined to reflect the future street grid and full build-out land use assumptions within the project area. In other words, to better serve the project purposes, the existing 2006 model platform will be validated in the study area and future year models will be built for 2015 opening year (the 148th/SR 520 IJR), 2030 analysis year (for the 152nd Corridor) and 2035 design year (the 148th/SR 520 IJR).

The following assumptions are made for Task 3.1 through Task 3.5 as follows:

Assumptions

- The City will provide the latest Group Health and surrounding area development models to the Consultant.
- The City will provide the latest traffic counts for AM and PM peak hours to the Consultant.
- Refined travel demand sub-area models will reflect a preferred street grid scenario and land use assumptions for up to two (2) alternatives including a Base alternative and preferred Build-out alternative.
- Refined travel demand models reflect No Build and Build options of the 148th Avenue Access Ramp from SR520.
- Intersection volumes will be post-processed using the BKR method and balanced using an automatic Successive Averaging and Iterative Balancing technique.
- One (1) meeting will be held with City staff to discuss current modeling issues and results
- One (1) meeting will be held with City staff to discuss network coding
- One (1) meeting will be held with City staff to discuss modeling results
- Two (2) IJR support team meetings will be held with WSDOT and City

3.1 VALIDATING 2006 AM AND PM PEAK HOUR NETWORK IN THE STUDY AREA

- 3.1.1 Splitting Traffic Analysis Zone (TAZ) 373 into 11 sub-TAZs
- 3.1.2 Allocating 2006 existing land use data into the 11 sub-TAZs
- 3.1.3 Building detailed street network for 2006 existing model

- 3.1.4 Running 4-step BKR modeling process for 2006 model
- 3.1.5 Validating 2006 AM and PM peak hour forecasts against traffic counts by screenline analysis

3.2 UPDATING REGIONAL MODELING ASSUMPTIONS
(SR520 Tolling, I-405 Managed Lanes, I-90 LRT)

3.3 UPDATE REDMOND MODEL WITH BKR TRANSIT LINKS
3.4 INCORPORATE BELLEVUE LONG-TERM PLANS
(Bel-Red development, and 15th/16th Street connection)

3.5 MODELING SYSTEM PERFORMANCES
(VMT, VHT and Delay)

3.6 FORECASTING 2015 OPENING YEAR AM AND PM PEAK HOUR TRAVEL DEMAND (FOR THE 148TH/SR 520 IJR)

- 3.6.1 Applying 11 sub-TAZs in the 2006 existing model to 2015 model
- 3.6.2 Allocating 2015 base land use data to the 11 sub-TAZs
- 3.6.3 Building detailed 2015 street network in the sub-area model
- 3.6.4 Running 4-step modeling process for 2015 Base land use No Build and Build Conditions
- 3.6.5 Comparing 2015 traffic growth with 2006 existing condition
- 3.6.6 Post-processing and balancing intersection volumes for 2015 Base land use No Build and Build conditions
- 3.6.7 Allocating 2015 build-out land use data to the 11 sub-TAZs
- 3.6.8 Building detailed 2015 street network in the sub-area Build-out model
- 3.6.9 Running 4-step modeling process for 2015 Build-out No Build and Build model
- 3.6.10 Comparing 2015 Build traffic growth with 2006 existing and 2015 Base land use No Build and Build conditions
- 3.6.11 Post-processing and balancing intersection volumes for 2015 Build-out land use No Build and Build conditions

3.7 FORECASTING 2030 AM AND PM PEAK HOUR TRAVEL DEMAND (FOR THE 152ND CORRIDOR)

- 3.7.1 Applying 11 sub-TAZs in the 2006 existing model to 2030 model
- 3.7.2 Allocating 2030 base land use data to the 11 sub-TAZs
- 3.7.3 Building detailed 2030 street network in the sub-area model
- 3.7.4 Running 4-step modeling process for 2030 Base land use build model
- 3.7.5 Comparing 2030 traffic growth with 2006 existing condition
- 3.7.6 Post-processing and balancing intersection volumes for 2030 Base land use No Build and Build conditions
- 3.7.7 Allocating 2030 build-out land use data to the 11 sub-TAZs
- 3.7.8 Building detailed 2030 street network in the sub-area Build-out model
- 3.7.9 Running 4-step modeling process for 2030 Build-out land use model
- 3.7.10 Comparing 2030 Build-out traffic growth with 2006 existing and 2030 Base conditions
- 3.7.11 Post-processing and balancing intersection volumes for 2030 Build condition

3.8 FORECASTING 2035 DESIGN YEAR AM AND PM PEAK HOUR TRAVEL DEMAND (FOR THE 148TH/SR520 IJR)

- 3.8.1 Applying 11 sub-TAZs in the 2006 existing model to 2035 model
- 3.8.2 Allocating 2035 land use data to the 11 sub-TAZs for base condition
- 3.8.3 Building detailed 2035 network in the sub-area model
- 3.8.4 Running 4-step modeling process for 2035 Base land use No Build and Build models
- 3.8.5 Comparing 2035 traffic growth with 2006 existing condition
- 3.8.6 Post-processing and balancing intersection volumes for 2035 Base land use No Build and build conditions
- 3.8.7 Allocating 2035 build-out land use data to the 11 sub-TAZs
- 3.8.8 Building detailed 2035 network in the sub-area Build-out model
- 3.8.9 Running 4-step modeling process for 2035 Build-out land use No Build and Build model
- 3.8.10 Comparing 2035 Build-out traffic growth with 2006 existing and 2035 Base conditions
- 3.8.11 Post-processing and balancing intersection volumes for 2035 Build-out land use No Build and Build conditions

3.9 DOCUMENTATION

- 3.9.1 2006 sub-area model screenline validation results
- 3.9.2 2015 base and build-out model creation and reasonableness check
- 3.9.3 2030 base and build-out model creation and reasonableness check
- 3.9.4 2035 base and build-out model creation and reasonableness check
- 3.9.5 Results of future year 2015, 2030 and 2035 post-processing AM and PM peak hour intersection volumes
- 3.9.6 Quality Assurance/Quality Control and Project Administration
- 3.9.7 Three (3) meetings to discuss current modeling issues and results, network coding and future results
- 3.9.8 Two (2) IJR support team meetings

Deliverables

- 2015 and 2035 select link analysis results
- 2030 Base and Build-out AM and PM peak hour intersection post processed and balanced volumes
 - 152nd Avenue NE/South end of 36th Street bridge (Roundabout)
 - 152nd Avenue NE/NE 24th Street
 - 152nd Avenue NE /NE 26th Street
 - 152nd Avenue NE /NE 27th Street
 - 152nd Avenue NE / NE 28th Street
 - 151st Avenue NE / NE 24th Street
 - 151st Avenue NE / NE 26th Street
 - 151st Avenue NE / NE 27th Street
 - 151st Avenue NE / NE 28th Street
 - 150th Avenue NE / NE 24th Street
 - 150th Avenue NE / NE 26th Street
 - 150th Avenue NE / NE 27th Street
- 2015/2035 Base land use and Build-out land use AM and PM peak hour post-processed and balanced intersection volumes at the following intersections

- Access Ramp/ NE 28th Street or NE 27th Street
 - 124th Avenue NE / NE 20th Street
 - SR 520 NB Ramps / NE 40th Street
 - SR 520 SB Ramps / NE 40th Street
 - 148th Avenue NE / NE 20th Street
 - 148th Avenue NE / NE 24th Street
 - 148th Avenue NE / EB Ramps
 - 148th Avenue NE / NE 29th Street
 - 148th Avenue NE / NE 36th Street
 - 148th Avenue NE / NE 40th Street
- Report on the base BKR sub-area model validation and future BKR model development

TASK 4 TRAFFIC OPERATIONAL ANALYSIS & SAFETY ANALYSIS

This work task involves the mainline freeway (SR 520), the arterial street (148th Avenue NE), the new ramp terminal intersection operational analysis and a traffic safety analysis. Four (4) scenarios will be analyzed. Opening year (assumed 2015) build and no build and well as design year (assumed 2035) build and no build. For analysis the build scenario is assumed to be the access ramp.

4.1 FREEWAY ANALYSIS

Freeway segments of eastbound SR 520 between 148th Avenue interchange and west portion of NE 40th Street interchange will be analyzed using Federal Highway Administration's Highway Capacity Tools. The latest version of the HCS 2000 software will be utilized.

Assumptions:

- Existing freeway traffic volumes will be obtained by WSDOT NW region and/or SR 520 WSDOT project office.
- Future (2015 and 2035 AM&PM Peak Hour) freeway traffic volumes will be provided by the travel demand forecast under previous task approved by WSDOT and the City.
- Freeway analysis including one (1) merge, three (3) diverges, and one (1) weave section will be done using Highway Capacity Manual software.

Deliverables:

- Tech memo summarizing results, findings, and recommendations based on HCS model results.

4.2 148TH AVENUE NE CORRIDOR ANALYSIS

The arterial street of 148th Avenue NE corridor between (including) intersection of NE 24th Street and NE 29th Place will be analyzed using Synchro, one of traffic analysis tools approved by WSDOT.

Assumptions:

- Existing 148th Avenue Corridor Synchro models (AM and PM) will be provided by the City.
- The existing volumes in the Synchro models are all within 2 years.
- WSDOT reviewers will accept the City's Synchro models to be used in this analysis.
- The study will reserve funds for collecting up to 4 intersections turning movement counts and 4 hours of travel time survey along the arterial street of 148th Avenue NE.

- Future (2015 and 2035 AM&PM Peak Hour) turning movement volumes will be provided by the travel demand forecast under previous task approved by WSDOT and the City.
- Both existing and future analysis for the 148th Avenue NE corridor will be based on the latest version of Synchro 7 software.

Deliverables:

- Tech memo summarizing results, findings, and recommendations based on Synchro modeling results.

4.3 NEW ACCESS RAMP TERMINAL INTERSECTION ANALYSIS

Consultant shall provide traffic analysis and recommendations to support the selection of a preferred design alternative for the new access ramp terminal intersection in the vicinity of NE 27th Street and or 150th Avenue NE.

Assumptions:

- Future (2015 and 2035 AM&PM Peak Hour) turning movement volumes will be provided by the travel demand forecast under previous task approved by WSDOT and the City.
- Only a typical signalized intersection or a single lane roundabout will be analyzed.
- City staff will provide guidance direction on preferred intersection control.
- Signal analysis will be performed using Synchro 7. Roundabout analysis will be performed using SIDRA (latest version) roundabout modeling software approved by WSDOT.
- Sensitivity analyses will be performed by increasing the traffic volumes on the access ramp. The range will be between 5% and 15% pending on reviewers' requirements.

Deliverables:

- Tech memo summarizing results, findings, and recommendations for channelization requirements based on traffic modeling results.

4.4 SAFETY ANALYSIS

Consultant shall prepare a Collision Analysis per requirements of IJR Policy point 3. Collision analysis will include the following for both the existing and proposed (no build and build) conditions:

- Type of collisions
- Severity of collisions
- Collision rates and numbers
- Contributing factors and conclusions

Assumptions:

- WSDOT TDO office will provide accident history for areas within WSDOT limited access.
- Areas outside of WSDOT limited access (arterial street system) will not be analyzed.

Deliverables:

- A Collision Analysis Tech Memo summarizing results, findings, and recommendations.

TASK 5 ENGINEERING & COST ESTIMATING

5.1 RAMP ALIGNMENT, GEOMETRICS, & CONCEPTUAL CHANNELIZATION

The CONSULTANT shall develop 5% preliminary design level to meet IJR requirements for the proposed eastbound off ramp reconfiguration at 148th Avenue NE in Redmond as further described in Work Elements 5.1.1 - 5.1.4 below:

- 5.1.1 Preliminary Horizontal and Vertical Alignment
- 5.1.2 Preliminary Channelization
- 5.1.3 Preliminary Earthwork Quantities

5.1.1 Preliminary Horizontal and Vertical Alignment Plans

The CONSULTANT shall prepare preliminary horizontal alignment basemaps. The CONSULTANT shall prepare preliminary vertical profile drawings for the Preferred Alternative

Assumption(s):

- The Horizontal and Vertical alignments will extend from the beginning of the off ramp through the ramp terminal intersection control (assumed to be a traffic signal or single lane roundabout) one lane round about at 150th Avenue NE
- Survey to be provided to the CONSULTANT by CITY
- Existing DTM to be provided to the CONSULTANT by CITY

Deliverable(s):

- 5% Alignment basemap electronic copy.
- 5% Roadway Profiles basemap electronic copy.

5.1.2 Preliminary Channelization

The CONSULTANT shall prepare the project Preliminary Channelization basemap to a 5% design level to meet IJR requirements.

Assumption(s):

- The Preliminary Channelization/Interchange basemap

Deliverable(s):

One (1) electronic and one (1) hardcopy of the following:

- 5% Draft Preliminary Channelization Plans

5.1.3 Preliminary Earthwork Quantities

The CONSULTANT shall develop project earthwork quantities to support engineers cost estimator.

5.2 STRUCTURES

The CONSULTANT shall prepare preliminary design to a 5% design level. A Structural Recommendations memo that documents the basis for selection of the preferred alternative will be prepared.

5.2.1 Preliminary Design

The CONSULTANT will develop a 5% structural design level for the PROJECT. A construction cost estimate for the preferred alternative will be prepared, based on primary unit cost elements. A Structural Recommendations Memorandum (SRM) that documents the justification for the preferred alternative will be prepared. The following considerations will be addressed in the SRM where applicable:

- Type
- Size
- Location
- Cost Estimates

The SRM will describe the type, size and location of the structures within the PROJECT base on a 5% level design.

Assumption(s):

Preliminary Geotechnical design parameters for bridge foundations will be provided by others.

Deliverable(s):

One (1) electronic and one (1) hardcopy of the following:

- SRM
- Construction Cost Estimate for the preferred alternative

Task 5.2.2 Structural Wall Design and Miscellaneous Structures Design

This task involves preliminary structural engineering work to develop retaining wall layouts and types to be used as a basis for defining PROJECT cost based upon a 5% level design. There will be no detailed structural design of retaining walls provided.

Assumption(s):

Preliminary Geotechnical design parameters for retaining walls will be provided by others.

Task 5.2.3 Preliminary Retaining Wall Layouts

The CONSULTANT shall develop the layout for the retaining walls to be used as a basis for construction estimate. These layouts shall show the location of the walls and the type will be described in the SRM.

Deliverable(s):

- 5% retaining wall layout basemap, one electronic copy

Task 5.2.4 Preliminary Non-motorized addition to 148th Ave NE Structure

The CONSULTANT shall develop a conceptual layout and concept for a pedestrian path/sidewalk through the existing 148th Ave NE interchange area. These layouts shall show the location of sidewalk and the impacts/feasibility to existing bridge structure will be described in the SRM.

Deliverable(s):

- 5% pedestrian path layout basemap, one electronic copy

5.4 RIGHT OF WAY IMPACTS

The CONSULTANT shall determine probable right of way impacts to private properties as further described in Work Elements 5.4.1 – 5.4.3 below.

- 5.4.1 GIS Parcel Layout
- 5.4.2 Preliminary Right-of-Way Plans

5.4.1 GIS Parcel Layout

The CONSULTANT shall use existing GIS parcel information to develop property boundaries for determination of right of way impact.

Assumption(s):

- GIS data to be given to the CONSULTANT base on City of Redmond's GIS data or King County GIS data.

Deliverable(s):

- Basemap showing Parcel layout base on GIS data

5.4.2 Preliminary Right of Way Plan

The CONSULTANT shall prepare preliminary Right-of-Way basemap showing impacts to private property within the project limits.

Compute the take areas of parcels being impacted for the PROJECT based upon the design footprint and GIS parcel boundaries.

Assumption(s):

- CONSULTANT shall use GIS for parcel boundaries.

Deliverable(s):

- Preliminary Right-of-Way basemap

5.5 ENGINEERING COST ESTIMATE

5.5.1 Preliminary Construction Estimate

Prepare a 5% design level construction cost estimate for the Overlake Access Ramp

Approach

The CONSULTANT shall prepare an engineer's estimate to reflect the expected construction costs base upon a 5% level design on the project. The CONSULTANT will model the costs based on the current construction bid environment as well as the current expected construction bid forecasting models.

Assumption(s):

- The CONSULTANT shall prepare the engineer's estimate using Excel format or equivalent.

Deliverable(s):

One (1) electronic and one (1) hardcopy of the following:

- Construction cost estimate at the 5% design level for the Overlake Access Ramp.

TASK 6 IJR REPORT

Consultant will prepare IJR document. WSDOT Design Manual Chapter 550 will be the basis for this effort. Policy Points 1, 3, and 4 will be addressed per exhibit 550-2. Technical memos and engineering plan sheets prepared under previous tasks will be the basis for this effort.

Assumptions:

- Support Team members will have 15 working days to review draft IJR and provide comments.
- Technical memos will have been previously reviewed by support team under prior tasks and therefore it is assumed that comments on final report will be minor in nature and primarily consist of formatting and editing.

Deliverables:

- Draft IJR Report
- Final IJR Report

EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)

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

1. Hourly Rates

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

2. Direct Non-Salary Costs

Direct Non-Salary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 CFR Part 31.205-46 "Travel Costs". The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Contingencies

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

4. Maximum Amount Payable

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

5. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct

employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. Final Payment

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

The payment of any billing will not constitute agreements as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. Inspection of Cost Records

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

CONSULTANT FEE DETERMINATION

Project Name:

Overlake Access Ramp

Consultant:

HDR Engineering

NEGOTIATED HOURLY RATES

Classification	Hours	Rate	Cost
Sr. Project Manager	188	\$193	\$36,275
Sr. Bridge Engineer (1)	2	\$252	\$505
Sr. Bridge Engineer (2)	38	\$174	\$6,610
Bridge Engineer	68	\$101	\$6,887
Sr. Road Project Manager	36	\$194	\$6,980
Sr. Environmental Planner	4	\$153	\$614
Sr. Traffic Engineer	319	\$131	\$41,666
Traffic Engineer	344	\$90	\$30,890
Sr. Modeler Manager	260	\$188	\$49,010
Graphic Design	90	\$82	\$7,419
GIS Specialist	4	\$137	\$546
Design Engineer	118	\$94	\$11,034
CADD	20	\$99	\$1,983
Sr. Project Controller	36	\$107	\$3,865
Project Admin	31	\$77	\$2,393
Technical Editor		\$108	
Environmental		\$102	
Subtotal:	1,558		\$206,678

REIMBURSABLES

Mileage	\$490
Reproduction (copies, plots, etc.)	700
Miscellaneous	1000
Subtotal:	\$2,190

TOTAL \$208,868

CONTINGENCY \$11,132

GRAND TOTAL \$220,000

EXHIBIT D
SUBCONTRACTED WORK

No subcontracted work is expected.

EXHIBIT E

TITLE VI ASSURANCES

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

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