

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

Agreement Number: _____

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

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation/SBE Plan
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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 UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit 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. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

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

If to CONSULTANT:

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

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall 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 Fixed 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 fixed 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 fixed 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 fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged 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: _____
 Agency: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Email: _____
 Phone: _____
 Facsimile: _____

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

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT 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 part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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.

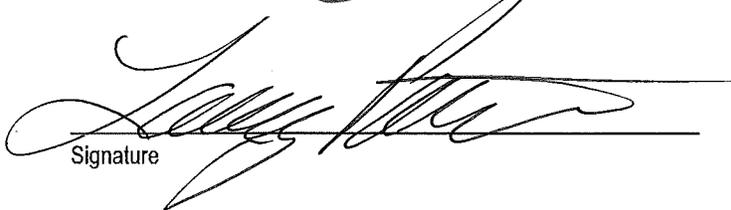
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

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

4/10/19
Date


Signature

4/19/15
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.

EXHIBIT A – SCOPE OF WORK

INTRODUCTION

The purpose of this Contract is to provide ITS engineering and design services to the City of Sammamish for the incorporation of a new fiber optic system that spans through three separate jurisdictions. The fiber optic system will be primarily aerial fiber installation with some underground portions. The project has two distinctive elements which are described below.

ITS project – will incorporate the fiber optic design for the entire project, install Adaptive Signal Control System (ASCT), add connection to WSDOT’s Traffic Buster System, and King County TMC. This project will include the addition of cameras, flashing yellow arrows, fiber drops for planned new signalized intersections

TMC project – will provide interior design improvements to facilitate the construction of a new traffic management center, connection of communications, power and review of existing building for TMC design. Current funding restrictions may limit the proposed TMC amenities but the design should allow for future improvements to be complementary to the proposed tenant improvements.

CITY – is the City of Sammamish

COUNTY – is King County

WSDOT – is Washington State Department of Transportation

PSE – Puget Sound Energy

CONSULTANT – is represented by the Consultant Team made up of DKS Associates, and a team of sub-consultants. When a particular task is primarily the responsibility of one of the sub-consultants, that name of the sub-consultant will be listed in (brackets) next to the word CONSULTANT.

CONTACTS

Contact	Email	Phone/ Cell
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Mike Bowen Surveying	mikeb@kpg.com	253-344-5281 Cell: 206-909-6520
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Greg Wagner WSDOT Signals	wagnerg@wsdot.wa.gov	206-440-4397
Greg Leege WSDOT ITS	Leege@wsdot.wa.gov	206-410-0020
Request for GIS layers from PSE	Maps & Records MapRequest@pse.com	FAX 425-456-2515 Ph: 425-456-2511
Matthew Krause, PE PMP PM PSE Pole Services	Matthew.krause@pse.com	Office: 425-457- 5562 Cell: 206-617-4831
Aileen McManus King County	Aileen.mcmanus@kingcounty.gov	Office: 206-477- 3667

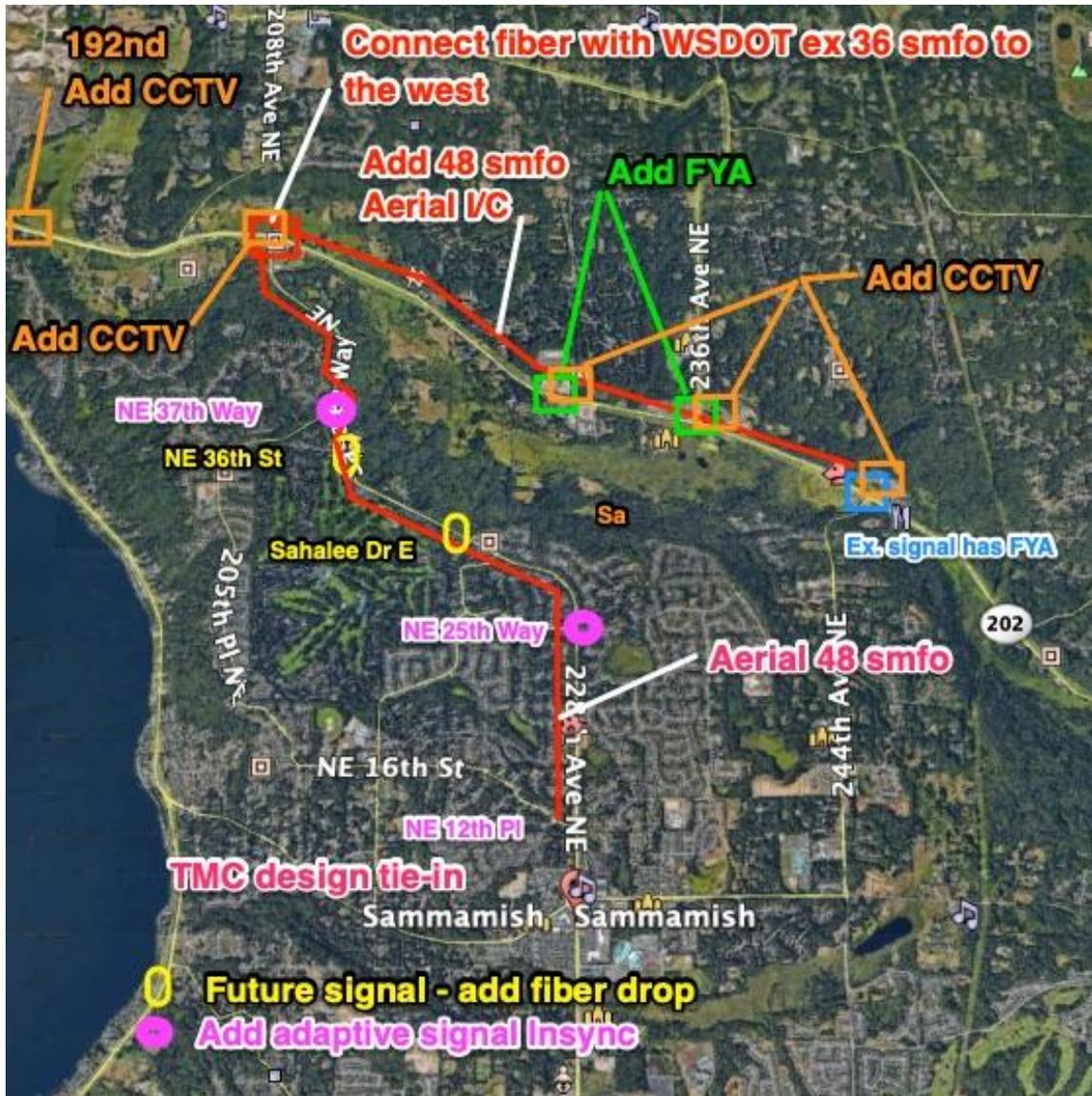


Figure 1 – Project Map

PROJECT VISION

After the completion of this project, we will have included an interconnect to WSDOT for the entire corridor and connect video cameras so there are views of the signalized intersections, install ASCT, add connection to WSDOT’s Traffic Buster System, and King County TMC with the ability to provide monitoring and real time changes to optimize the operations for the corridor from the new TMC. The CITY understands that WSDOT owns, maintains, and manages all WSDOT signals.

1.0 PROJECT MANAGEMENT

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

1.1 Project Administration

This task will be continuous throughout the Project duration, which is assumed to be 20 months, which would include 9 months of design and 9 months of construction and two months of closeout for final billing. It will include the work necessary to set up, plan, design, permitting, and if requested by the CITY provide services during construction (scope not included) for the project including closeout.

Sub-consultant Management shall be provided by the CONSULTANT for specific elements of this scope of work including surveying, architecture (TMC), and systems engineering.

The CONSULTANT will prepare and submit invoices and supporting documentation in accordance with the LAG Manual and CITY procedures. Not more than monthly, the CONSULTANT will review and incorporate sub-CONSULTANT invoices with the invoices and submit a consolidated set of invoices to the CITY.

The CONSULTANT will prepare and submit progress reports that qualitatively describe the work accomplished during the billing period, including the status of individual tasks, meetings attended, CONSULTANT work and action or information needed from the CITY.

Deliverable(s):

- Monthly Invoices (one electronic copy – pdf)
- Monthly progress reports (one electronic copy – pdf)

1.2 Project Meetings

Kick off meeting – the CONSULTANT shall facilitate a kick-off meeting that will include appropriate CITY, COUNTY, WSDOT, PSE, CONSULTANT, and SUBCONSULTANT team members. The purpose of the meeting is to confirm schedule requirements, review and identify design or regulatory constraints that may be present and that will affect schedule. Additional outcomes of this meeting include establishment of a common vision, communication protocols, and team member roles and responsibilities.

The CONSULTANT will have internal project coordination meetings throughout the duration of the Project. Team meetings take place on a biweekly basis throughout the duration of the Project; unless the Project is in a CITY review phase and team meetings are not warranted. It is anticipated that the Project PM and/or design task leads will attend the meetings or call into meetings to provide coordination issues and status updates. CITY staff will attend the project team meetings between the 30% and 90% submittals, on an as needed basis to resolve questions, comments, and assist in development of the 90% plans. This is estimated up to 12 meetings (up to 1 hour long) for this project including the kick-off meeting. It is estimated that up to 4 of these

meetings will be held at the City of Sammamish and will include travel time for a 1 hour meeting time.

2.0 UTILITY COORDINATION

2.1 Utility Meetings

- Up to two (2) meetings with PSE (each lasting up to 2.5 hours including commute time) to confirm pole attachment. It is assumed this would be composed of both field and office meetings.
- Time for PSE to perform structural calculations

2.2 Utility Design

CITY will assist CONSULTANT in contacting all existing utilities within the corridor and obtain available as-builts and construction record drawings for the existing utilities. This project has limited areas where fiber conduit will need to tie into existing infrastructure so this research will be limited to those areas determined after the conceptual ITS design.

CONSULTANT will review spot locations of existing utilities and include pertinent information in the basemap CADD files.

CONSULTANT will evaluate existing utility poles for attachment of proposed fiber optic design by:

- Reviewing GIS information provided by PSE
- Visiting spot locations of utility poles to document utility pole number, if necessary. The current plan is to utilize Northing and Easting coordinates to identify existing utility pole locations on the drawings.
- Preparing a schedule for pole height attachment points after coordination with PSE, if necessary
- Annotating information for fiber slack and fiber drops at each of the signalized intersections including future signalized intersections.
 - Up to twelve (12) intersections (existing signalized and future proposed) requiring a fiber drop.

3.0 BASEMAP DEVELOPMENT

3.1 Surveying Control Points and Basemap Tie-in (KPG)

CONSULTANT (KPG) shall provide surveying control points along the project corridor (minimum of two (2) along 228th and two (2) on SR202) and align basemap in proper coordinate system utilizing Google or Bing map (or equivalent) aerial information for the project length

- The coordinate system for this project will be referenced to NAD 83/91 or equivalent for horizontal control.

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

- To support photogrammetric data collection, field survey ground control will be needed. The CONSULTANT (KPG) shall assume an appropriate number of control points. The CONSULTANT shall select actual photo-identifiable control locations using the project imagery (i.e. turn arrows, stop bars, monuments, etc.).

Aerial basemap limits along 228th Ave NE corridor will be from NE 11th Place north to SR202 with specific intersection information for the following signalized or future signalized intersections. This would include digitized symbols for service cabinets, signal controller cabinets, junction boxes. Existing utility poles will be shown on the basemap where visible from aerial map.

- 228th Ave NE/ NE 12th Pl
- 228th Ave NE/ NE 25th Way
- Sahalee Way NE/ NE 28th Pl (future)
- Sahalee Way NE/NE 36th St (future)
- Sahalee Way NE/ NE 37th Way

Aerial basemap limits along SR 202 will be from Sahalee Way NE east to 244th Ave NE with utility poles shown along with pavement edge. Specific intersection information for the following signalized intersections will include digitized symbols for the service cabinets, signal controller cabinets, signal mast arms, and junction boxes. Existing utility poles will be shown on the basemap where visible from aerial map.

- SR202/ 192nd Drive NE
- SR202/ Sahalee Way NE
- SR202/ 228th Ave NE
- SR202/236th Ave NE
- SR202/244th Ave NE

Assumptions:

- Conventional survey mapping of existing features and utilities is not included in this task. Features obscured by trees or other vegetation will not be shown.
- KPG CAD drafting standards will be utilized for basemap production. Creation of design alignments and stationing is not included in this task.
- The latest version of available aerial imagery will be imported. Newer improvements may not be reflected in available imagery.

Deliverables:

- AutoCAD Civil 3D version 2017 dwg file containing aerial imagery, survey control, and utility features as described above.

3.2 Basemap supplement

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

- CONSULTANT shall develop an existing basemap for the existing signalized intersections for specific related elements such as the signal mast arm, signal heads, mast arm signs, junction boxes, signal and service cabinets at the intersection.
- CONSULTANT shall utilize CITY provided and collected utility as-builts to supplement existing basemap
- CONSULTANT shall incorporate PSE provided GIS locations of existing utility power poles

4.0 SITE REVIEW

4.1 Verification of attachment to utility poles.

- CONSULTANT will confirm poles with lines crossing over roadways. Attachment points along with sag must meet minimum height clearances over roadway.

4.2 CCTV camera placement on SR202 signal mast arms

- CONSULTANT will coordinate review of proposed cameras with WSDOT and CITY and determine which existing signal mast arm the proposed camera should be located at the following intersections.
 - SR202/ 192nd Drive NE
 - SR202/Sahalee Way
 - SR202/ 228th Ave NE
 - SR202/236th Ave NE
 - SR202/244th Ave NE

Additional known meetings that will be necessary include coordination in the field with WSDOT at the aforementioned locations. It is assumed there are up to two additional meetings for these intersections to review controller, field observation of conduit fill, and FYA designs at the following intersections.

- SR202/ 228th Ave NE
- SR202/236th Ave NE

4.3 FYA on existing signal poles at up to two intersections on SR202.

- CONSULTANT will coordinate review of proposed FYA designs for the following intersections with WSDOT and the CITY.
 - SR202/ 228th Ave NE
 - SR202/236th Ave NE

4.4 Review of City Hall for TMC

- Up to two (2) visits to City Hall for the design of the TMC after review of existing building as-builts. Visits will include review of existing communication rooms, electrical rooms, and the future room for the TMC. Visits will include both CONSULTANT and CONSULTANT (ECH) for this task.

5.0 SYSTEMS ENGINEERING (Smart City Traffic)

CONSULTANT (Smart City Traffic) shall assist the CITY to support technology selection and to comply with Federal-funding requirements, the following tasks will be completed:

- Video Management System Systems Engineering
- Video Display System Systems Engineering
- Buy American Act Compliance
- Sole Source Certification

The Phase 1 Sammamish ITS completed prior to this contract, received an FHWA approved Systems Engineering document for the adaptive signal system. The Insync adaptive system was installed for the signals along the 228th corridor to the south of this project. This project will now include additional signalized intersections utilizing the InSync adaptive signal system and also add in a video management system and TMC within the City of Sammamish City Hall building.

5.1 Video Management System Systems Engineering (Smart City Traffic)

This work shall define the video management system used for the TMC (or future TMC capabilities) at the City of Sammamish:

5.2 Video Display System Systems Engineering (Smart City Traffic)

The work shall include:

- Interview with CITY staff regarding their current and future video management needs.
- A review of available systems as compared to the CITY's needs.
- Validation and verification plans, prepared at a high level, suitable for inclusion in the project specifications.
- Systems engineering supplement for Rhythm Insync ASCT.
- Draft and final Systems Engineering documentation, including WSDOT form/checklist and related attachments.
- Final SE documentation for FHWA and WSDOT approval.

CITY will need a selection of the camera management system. CITY currently has a traffic viewing from Rhythm Engineering for adaptive signals.

5.3 Buy America Act Compliance (Smart City Traffic)

To support a successful bid process, this task provides support for the bid process to ensure that bidders

understand the requirements of the Buy America Act (BAA). The work shall include:

- RFP support, including any potential approach to multiple RFPs that will help ensure BAA compliance.
- Preparing a PowerPoint presentation for a mandatory pre-bid meeting to provide information on BAA compliance to the bidders.
- Delivering the presentation at the pre-bid meeting.

5.4 Sole Source Certification (DKS)

This task will complete the sole source certification request to expand the existing Adaptive Traffic Signal Control system to new intersections. The scope can also include up to 2 other technologies that are sole source due to synchronization. The work shall include:

- Draft and final sole source certification requests for up to 3 sole source items.
- Assist CITY on completing the PIF and related PIF documents for WSDOT approval.

6.0 ENVIRONMENTAL DOCUMENTATION (HDR)

This project is federally-funded and is therefore subject to compliance with the National Environmental Policy Act (NEPA). The relatively modest scope of this project will likely be eligible for NEPA Categorical Exclusion (NEPA CE). At a minimum, a NEPA CE requires submission and approval of a completed WSDOT Categorical Exclusion Form and potentially supplemental environmental documentation addressing specific concerns by reviewing agencies. Project construction is anticipated to occur within existing disturbed right-of-way and therefore eligible for NEPA exemptions related to cultural resources, environmental justice, and endangered species act compliance identified in the WSDOT LAG Manual Chapter 24.

6.1 WSDOT CE Initial (HDR)

Complete initial draft of WSDOT Categorical Exclusion Form for submission by the CITY to WSDOT Local Programs, WSDOT Northwest Region Office for approval. The approval process is typically an iterative process with the CITY submitting successive drafts for agency review and comment addressed in subsequent task(s).

The initial draft document shall incorporate the project elements so that the CE form can be completed in the following task.

6.2 WSDOT CE Final (HDR)

Respond to agency comments on initial submission by performing follow-up responses, revisions to the form and resubmittal to the CITY. This will include coordination to complete the Final CE documentation.

Note: this task excludes specialized environmental review by additional technical/specialized disciplines such as archeologists, biologists, hydrologists, wetland specialists etc.

Deliverable(s):

- WSDOT CE initial deliverable, electronic copy
- Responses to one consolidated review of comments, electronic copy
- WSDOT CE final document deliverable (performing revisions to initial deliverable), electronic copy

6.3 OPTIONAL TASK(S) – Not included in scope of work

These are not included in the current scope of work or level of effort including but not limited to additional state or local land use or construction permits, real estate services, specialized environmental review by additional technical/ specialized disciplines such as archeologists, biologists, hydrologists, wetland specialists, etc.

Since it is impossible to predict such concerns without more information on the project, we are proposing an initial scope, with the expectation that additional tasks may be added in response to agency review following submittal of the completed form.

7.0 CONTRACT DESIGN

CONSULTANT will document standards to be utilized in the design of this project. Current plan is to utilize WSDOT boilerplate specifications for the ITS project and CSI specifications for the TMC project.

The design scope will include two separate design package: one for the ITS project and one for the TMC project and these will be organized as follows.

ITS project will include:

- I. NE 12th Pl to Northern CITY Limits on West side of roadway using existing PSE utility poles and new underground at some intersections.
 - a. Current HUB at City Hall includes two separate 48 count single mode fiber optics (SMFO) cables one to the north and one to the south.

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

- Currently only 32 count goes directly into the City Hall. The City would like to have this fiber updated to a 96 count SMFO cable.
- b. InSync adaptive signal design for the following locations. Utilizing existing systems engineering documentation of the InSync system to expand the adaptive signal system to two additional signalized intersections along the 228th Ave NE corridor
 - i. 228th Ave NE/ NE 25th Way
 - ii. Sahalee Way NE/ NE 37th Way
 - c. Fiber drops at the following locations
 - i. 228th Ave NE/ NE 12th Pl
 - ii. 228th Ave NE/ NE 25th Way
 - iii. Sahalee Way NE/ NE 28th Pl (future signal)
 - iv. Sahalee Way NE/NE 36th St (future)
 - v. Sahalee Way NE/ NE 37th Way
 - II. Installs fiber optics (FO) from northern Sammamish City Limits to SR202
 - a. Connection of the TMC to WSDOT fiber to allow the CITY to tie into the WSDOT Traffic Busters system, WSDOT TMC, and King County TMC.
 - III. Interconnect on SR202 from Sahalee Way NE to tie into WSDOT central system east to 244th Ave NE. Including the connection to the existing signal at SR202/Sahalee Way NE (208th Ave NE).
 - IV. Flashing Yellow Arrow signal design at the following intersections:
 - a. SR202/ 228th Ave NE
 - b. SR202/236th Ave NE
 - V. New CCTV Camera design at the following signalized intersections:
 - a. SR202/ 192nd Drive NE [New CCTV camera design]
 - b. SR202/Sahalee Way
 - c. SR202/ 228th Ave NE
 - d. SR202/236th Ave NE
 - e. SR202/244th Ave NE
 - VI. Traffic Control for each of the proposed improvements
 - VII. Buy America provisions and bid items, if applicable

TMC project will include:

- I. Systems Engineering plan for TMC project
- II. Tie in of a new 96 count SMFO from the intersection of SE 8th and 228th to the building communications room.
- III. Design layout between the TMC area and the communications room and electrical.
- IV. OPTIONAL – evaluation of HVAC design of the TMC area if the room is enclosed and requires a separate design for the HVAC system
- V. TMC area architecture layout, design and CSI specifications
- VI. BUY America provisions and bid items

7.01 DESIGN DELIVERABLES

General Deliverable Criteria

For deliverables, the CONSULTANT shall provide the following unless otherwise specified in a task:

- 100:1 scale for Interconnect drawings
- 20:1 scale for signal drawings
- Final PDF versions of deliverables
- Electronic copies and one reproducible “camera ready” hard copy of deliverables
- AutoCAD 2018 files shared of deliverable. WSDOT portion of the project will also utilize AutoCAD2018 because this is a City of Sammamish project.
- Hard copy of plans will be 11x17
- All survey data shall be in the appropriate datum for the project

7.1 ITS DESIGN DELIVERABLES

7.11 Conceptual Design

The conceptual design will establish the concepts for ITS on a roll plot. This task will progress the major design elements to a 15% level, and perform specific activities to support this design level. Order of Magnitude estimates will be performed under this task.

7.12 60% Design PS&E

CONSULTANT will develop the 60% plans based on the following breakdown of plan sheets.

60% plans will include the following:

- Cover Sheet
- Sheet Index
- ITS (interconnect) Plans –
 - Up to 24 plan sheets
 - Up to 5 details
- Adaptive Signal design plan sheets for signals noted in Contract Design
 - Up to 2 plan sheets for signals
 - Detail sheet
- CCTV and FYA designs for WSDOT signals noted in Contract Design
 - Plan sheets for signals – up to 4 plan sheets total
 - Up to 4 wiring diagrams total
 - Up to 3 detail sheets
- Traffic Control – No traffic control will be submitted as part of the 60% set

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

- Not included in scope for 60% deliverable

Cost Estimate will include separate bid schedules for CITY, COUNTY, and STATE sections for the contract bid estimates.

Deliverable(s):

- 5 hard copies of plans
- Electronic PDF copy of plans
- 2 hard copies of specifications (unbound)
- Electronic MS Word file and PDF file of specifications
- Two hard copies of requested changes to Division 1
- Electronic MS Word file and PDF file of requested changes to Division 1
- 2 hard copies of estimated construction and project cost
- Electronic PDF file of estimated construction and project cost
- Electronic PDF copies of PIF

7.13 90% Design PS&E

ITS designs for this deliverable will be completed by incorporating appropriate 60% review comments.

90% plans will include the following:

- Cover Sheet
- Sheet Index
- ITS (interconnect) Plans
 - Up to 24 plan sheets
 - Up to 5 details
- Adaptive Signal design plan sheets for signals noted in Contract Design
 - Up to 2 plan sheets for signals
 - Detail sheet
- CCTV and FYA designs for WSDOT signals noted in Contract Design
 - Plan sheets for signal – up to 4 plan sheets
 - Up to 4 wiring diagrams
 - Up to 3 detail sheets
- Traffic Control –
 - Single lane closure traffic control plans – up to 4 sheets
 - Single lane flagger traffic control plans - up to 2 sheets
 - Intersection traffic control plans – up to 2 sheets
 - SR202 site specific lane closures for utility work – up to 4 sheets
 - SR202 intersection lane closures – up to 4 sheets

Cost Estimate will include separate bid schedules for CITY, COUNTY, and STATE sections for the contract bid estimates.

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

Bid package for ASCT software and hardware procurement incorporated into the project design package.

Deliverable(s):

- 5 hard copies of plans (11x17 paper)
- Electronic PDF copy of plans
- 2 hard copies of specifications (unbound)
- Electronic MS Word file and PDF file of specifications
- Two hard copies of requested changes to Division 1
- Electronic MS Word file and PDF file of requested changes to Division 1
- 2 hard copies of estimated construction and project cost
- Electronic PDF file of estimated construction and project cost
- Electronic PDF copies of PIF
- Bid package for ASCT software and hardware procurement

7.14 100% Design PS&E

100% PS&E will follow the estimated sheets noted in the 90% PS&E section

Deliverable(s):

- 5 hard copies of plans (11x17 paper)
- Electronic PDF copy of plans
- 4 hard copies of specifications (2 bound, and 2 unbound)
- Electronic AutoCAD copy of plans
- Electronic MS Word file and PDF file of specifications
- Two hard copies of requested changes to Division 1
- Electronic MS Word file and PDF file of requested changes to Division 1
- 2 hard copies of estimated construction and project cost
- Electronic PDF file of estimated construction and project cost
- Electronic PDF copies of PIF

7.15 Bid Proof Set Design PS&E

Bid Proof Set PS&E will follow the estimated sheets noted in the 90% PS&E section

Deliverable(s):

- 5 hard copies of plans (11x17 paper)
- Electronic PDF copy of plans (signed)
- Electronic MS Word file and PDF of specifications
- Electronic PDF file of estimated construction and project cost
- Electronic copy of PIFs for City documentation only
- 2 hard copies of full size signed plans (22x34 sheets, standard paper)

7.16 Quality Control Reviews (partial from HDR)

EXHIBIT A – Scope of Work

Sammamish - WSDOT – King County ITS Improvement Project

Quality control reviews performed by an staff familiar with the work involved that provides and independent review of the work before each submittal above including the conceptual, 60%, 90%, 100%, and Bid Review set. This review will also include a review of the systems engineering documentation.

This will also include an independent QC from HDR, Inc for the conceptual, 60%, and 90% deliverables.

7.2 TMC DESIGN DELIVERABLES (ECH)

7.21 CONCEPTUAL DESIGN STAGE: (ECH)

1. Codes, regulations, and standards research as required.
2. Research modular furniture options and make selections for three separate concepts.
3. Develop three preliminary concepts as required to present options for the following items:
 - a. Delineation of TMC area from adjacent open office area:
 - i. Modular file cabinet or workbench with integral fabric faced partition(s)
 - ii. Partial height/pony wall
 - iii. Modular glazed privacy partition
 - b. Three different furniture configurations
 - c. Video/monitor wall:
 - i. False/partial height wall
 - ii. Cabinet
 - iii. Integrated or other type
4. Prepare basic (non-photorealistic) 3D renderings or isometric perspectives as required to generally illustrate the three different conceptual options outlined in item 2 above.
5. Prepare materials for and attend one onsite meeting with project stakeholders to examine existing conditions, take field measurements, and present and evaluate the three different conceptual options. The project stakeholders will make final selections from each of the conceptual design elements identified (2.a-2.c).
6. Prepare updated basic (non-photorealistic) 3D renderings or isometric perspectives of selected conceptual design elements for final approval.

7.22 PREPARATION OF PERMIT DOCUMENTS AND DELIVERABLES: (ECH)

1. Attend meeting to review final selected concept and discuss any additional items that may need to be incorporated into the design.
2. Prepare 60% level deliverable consisting of the following:
 - a. Architectural Specifications Table of Contents
 - b. General drawing sheets with general notes, anticipated sheet index, and project and construction information
 - c. Architectural floor plan and interior elevations for coordination with Electrical and Telecommunication design
3. Attendance at bi-weekly coordination meetings via teleconference.
4. Prepare 90% level deliverable consisting of the following:
 - a. Preliminary Architectural Specifications
 - b. Updated general drawing sheets
 - c. Egress plan/diagram
 - d. Architectural demo floor plan
 - e. Architectural floor plans (floor plan, finish plan and schedule, furniture and equipment plan and schedule)
 - f. Interior elevations
 - g. Architectural details and sections
5. Attend 90% design review meeting via teleconference.
6. Prepare 100%/Permit level deliverable consisting of the following:
 - a. Final Architectural Specifications including FF+E Appendix
 - b. Final Architectural drawings, updated per 90% review comments and final coordination items (10-11 sheets total) as follows:
 - i. General drawings (2 sheets)
 - ii. Egress plan (1 sheet)
 - iii. Demo floor plan and Architectural floor plan (1 sheet)
 - iv. Finish floor plan and finish schedule (1 sheet)
 - v. Furniture plan and schedule (1 sheet)
 - vi. Interior elevations (1 sheet)
 - vii. Architectural details and sections (3-4 sheets)
7. Respond to permit review comments.
8. Attend permit review comment response teleconference.
9. Update drawings and specifications in response to permit review comments and resubmit.

7.23 BIDDING SUPPORT SERVICES: (ECH)

1. Prepare “Ready for Bid” Architectural drawings and specification deliverable.
2. Attend bidding coordination meeting via teleconference.
3. Respond to questions from bidders (up to 3 hours total for bidder questions).

8.0 BIDDING SERVICES

8.1 ITS Design

ITS project will include:

- CONSULTANT will respond to up to the 14 hours total noted in the fee estimate for bidder questions.
- CONSULTANT will attend bidding coordination meeting via teleconference.
- CONSULTANT will prepare up addendum(s) up to the 34 hours total noted in the fee estimate for addendum work. .

Deliverables:

- Responses to bidder questions (as noted above)
- Addendum work (as noted above).

TMC project Bid services are already included in the TMC design section above.

9.0 SCOPE ASSUMPTIONS

1. CITY, COUNTY, and WSDOT will provide the following information for their respective areas:
 - a. Existing As-builts
 - b. Existing signal as-builts
 - c. Existing fiber optic infrastructure
 - d. Existing HUB locations
 - e. Contact at PSE for pole numbering and pole attachment
 - f. ROW maps and limits
 - g. GIS information for project area
 - h. Traffic control
 - i. Identification of impacts to transit operation and emergency service providers, and any mitigation of those impacts
 - ii. Daily, nightly, or interim lane restrictions or shoulder closures
 - iii. Traffic control for this project is assumed to require work on an interim basis along with the possibility of a moving traffic control zone that covers large sections of this project. Most of the two lane cross sections will require flagger controlled traffic control.

- iv. Site specific traffic control plans will be developed for the SR202 WSDOT limited access area
2. Budget for the project scope is based on a project design schedule of 9 months. This will include review and verification of the as-built information (provided) for locations where proposed improvements are planned.
3. The included fee estimate is an estimate of how we expect to allocate our time. CONSULTANT reserves the right to move time between tasks as needed to accomplish the overall goals of the project.
4. This project does not include separate poles for new CCTV. It is assumed CCTV cameras will be located at existing signalized intersections on existing infrastructure. DKS design team will discuss with the CITY a couple of different alternatives if existing poles cannot be used. If scope for both design and planned construction allow additional design, the additional work will be included as a contract supplement.
5. Design deviations and civil design work is not included as part of this scope of work.
6. No UDBE goal on signed contract. This contract will need an SBE participation plan, which can be completed after project approval.
7. CITY is the Contracting Authority of both the ITS project and the TMC project.
 - a. CITY will lead the COUNTY and WSDOT portions of this project.
 - b. CITY will request a time extension of 6 months for this project to allow contract to complete 90% PS&E by December 15, 2019.
 - c. CITY will provide a consolidated set of comments from all reviewers (in MS excel format) for each of the deliverables within the contract. CITY shall first review and address any comments with conflicts or address them prior to sending to CONSULTANT.
 - d. CITY will contact all existing utilities along the corridor to collect existing as-builts of existing utilities where underground work will be conducted along the corridor design project.
 - e. Goal will be to complete 90% PS&E by December 15, 2019.
 - f. City will provide local agreements with COUNTY and WSDOT for permission to install fiber infrastructure within said ROW areas and tie in existing equipment.
 - g. CITY will lead permit applications and local agreements with COUNTY, WSDOT, and FHWA.
 - h. CITY will provide PIF documentation for proprietary information not covered by WSDOT's proprietary ITS elements.
 - i. SYSTEMS ENGINEERING: CITY will provide existing approved systems engineering documentation for InSync Adaptive system installed along 11 intersections of the existing 228th Ave NE corridor. It is assumed that this documentation was accepted by WSDOT local programs. This will be utilized by the CONSULTANT for this project.
 - j. SYSTEMS ENGINEERING: CITY will provide as-builts of the existing adaptive signal designs
 - k. CITY will provide as-builts of the City Hall

- l. CITY will provide traffic control lane closure hours during construction and special events.
 - m. CITY will provide Division 0 and 1 for ITS project.
- 8. COUNTY, for their portion of the design along Sahalee Way NE between the northern CITY limits of Sammamish and SR202, will allow the local agreement and permit for attachment and installation of fiber within their ROW.
- 9. WSDOT for their portion along SR202 will allow the local agreement and permit for attachment and installation of fiber within their ROW. The CITY will coordinate with WSDOT (Developer Services, Traffic Operation, Traffic Services, Environmental, and Utilities) and the local utility for the permit necessary to attach proposed fiber.
 - a. Scope is limited on this project for installation of CCTV cameras on existing infrastructure and utilizing existing signal mast arms to install FYA (replacing existing signal heads). Scope is also limited in tying into existing infrastructure with limited impact to sidewalks. No ADA design, civil design, channelization, or change in signal mast arms are anticipated for this project or included in this scope of work.
 - b. It is assumed existing conduit fill is available for the proposed improvements on this project. New proposed conduit from OH aerial conduit is assumed to fit into existing junction box fills and existing conduit fills into the cabinet.
 - c. WSDOT to confirm what size fiber optic cable to be utilized for aerial installation along SR202 from Sahalee Way NE to 244th Ave NE.
 - d. WSDOT signals will not be on an adaptive system. The signals will however connect to a central signal system in NWR Dayton.
 - e. Existing as-builts along SR 202.
 - f. Location of HUBs and tie in point.
 - g. Existing conduit and fiber infrastructure.
 - h. Federal boilerplate for specifications and special provisions.
 - i. WSDOT will coordinate with CITY for connection to CITY fiber and WSDOT traffic busters system.
 - j. WSDOT will confirm placement of proposed CCTV camera on the signal mast arm or signal pole closest to the signal cabinet. Proposed CCTV camera assumed to be power-over-ethernet. CCTV bracket attachment details will be provided by the WSDOT.
 - k. WSDOT will provide lane closure hours during construction.
 - l. Proposed flashing yellow arrow design will be shown on the plans and not require new signal poles or controllers. The design will require new wiring from the new signal indication to the terminal cabinet. CONSULTANT will review existing as-builts and verify conduit fill pathways to existing infrastructure.
 - m. WSDOT has already evaluated and approved the noted FYA installations (SR202/ 228th Ave NE and SR202/236th Ave NE) for sight distance, operations, and safety. CONSULTANT is only adding the FYA

to the EB and WB left turn movements where they exist at these two locations.

10. PSE will provide:

- a. PSE pole locations on GIS.
- b. PSE standard and attachment height for each of the utility poles along the length of the project.
- c. PSE pole numbering labels and locations for each existing pole.
- d. It is assumed all existing utility poles can be utilized as part of this design because it is primarily an aerial design for the length of this ITS project.

11. Standards for the project:

- a. ITS design will be based on WSDOT ITS NW Region Design Requirements (February 2018 Revision) with the exceptions as noted above regarding signal and CCTV improvements, WSDOT standard specifications and WSDOT standard plans and King County signal design standards based on the limited scope for this project.
- b. PSE pole attachment standards – will be provided by PSE.
- c. 48 count SMFO cable will be installed along 228th Ave NE for the CITY and COUNTY.
- d. 12 count branch fiber between the mainline fiber and the signal cabinet
- e. CONSULTANT will use COUNTY standards for design within COUNTY's jurisdiction. If none are available, the CONSULTANT shall utilize WSDOT standards.
- f. WSDOT publications:
 - i. Standard Specifications for Road, Bridge, and Municipal Construction, English edition (M 41-10)
 - ii. Standard Plans for Road, Bridge, and Municipal Construction, English edition (M 21-01)
 - iii. Design Manual (M 22-01)
 - iv. Intelligent Transportation Systems Design Requirements (July 2017 Revision)
 - v. Amendments and General Special Provisions (updated quarterly)
 - vi. Standard Item Table (updated quarterly)
 - vii. Traffic Manual (M 51 02)
 - viii. Utilities Manual (M 22-87)
 - ix. Local Agency Guidelines (M 36-63)
 - x. Environmental Procedures Manual (M31-11)
- g. USDOT publications
 - i. Manual of Uniform Traffic Control Devices for Streets and Highways
- h. Other local agency publications/design guides:
 - i. City of Sammamish public works standards

12. ROW: It is assumed there is no purchase or acquisition of ROW included or needed as part of this scope of work.

13. ADA: It is assumed there are no ADA modifications or design included as part of this scope of work.
14. NEPA: Environmental Compliance Assumptions: (HDR)
 - a. This project is eligible for NEPA Categorical Exclusion
 - b. Scope limited to submission of draft and final versions of WSDOT Categorical Exclusion Form. Additional work may be required by agency review including but not limited to supplemental environmental documentation addressing Endangered Species Act compliance, Section 106 compliance, Section 4F compliance, wetland delineations, etc. If so, DKS will estimate level of effort and submit scope amendment request for approval in writing.
 - c. Environmental review to include site visit to all identified locations of property acquisition and excavation.
 - d. No in-person meetings or agency coordination are included other than site visit.
 - e. All work to be performed by HDR Environmental Planners. No additional technical disciplines such as archeologists, biologists, hydrologists, etc. are included in this scope.
 - f. Consistent with WSDOT NEPA protocols, the City of Sammamish shall submit completed WSDOT Categorical Exclusion Form (provided by DKS) to WSDOT Northwest Region Office for agency review.
 - g. This scope excludes specialized environmental analysis by additional technical/specialized disciplines such as archeologists, biologists, hydrologists, etc.
 - h. Proposed work would occur within previously disturbed road right-of-way. No right-of-way acquisition will be required as part of this project.
15. Separate Bid packages will be developed for the ITS fiber project and the TMC project.
 - a. ITS project will utilize WSDOT standard specifications
 - i. CITY will provide CONSULTANT boilerplate specifications and CITY approved Division 0 and 1 from a recent transportation improvement project.
 - b. TMC project will utilize CSI specifications
16. AutoCAD 2018 will be used for the development of the plans.
17. Architectural General Notes, Assumptions, and Exclusions: (ECH)
 - a) Background floor plans reflecting actual existing conditions will be provided in CAD (.dwg) file format by the CITY.
 - b) General (Division 01 and Division 02) and Engineering Technical Specification Sections to be provided by the CITY.
 - c) Electrical and telecommunications design and engineering provided by DKS Team.

- d) Cost Estimating services to be added as a supplement, if requested by the CITY as part of the submittals for 60%, 90%, 100%, and Bid Permit set.
- e) Structural engineering services are not included as part of this scope of work. These services will be added as a supplement, if requested by the CITY.
- f) Change of occupancy classification and occupancy separation will not be required. This includes but is not limited to the following items:
 - a. Fire rated barriers/separation will not be required
 - b. Acoustical separation will not be required
 - c. Total occupant load is not increased
- g) All existing furnishings, furniture, equipment, etc. will be removed from the future TMC area of work by the owner. Furniture outside of the area of work will be reconfigured by the owner and located as required to provide a 48" minimum clear path along future TMC area.
- h) All materials, finishes, fixtures, furnishings, and equipment shall comply with the Buy American Act.
- i) Change of occupancy classification and occupancy separation will not be required. This includes but is not limited to the following items:
 - j) Fire rated barriers/separation will not be required.
 - k) Acoustical separation will not be required.
 - l) Total occupant load is not increased.
 - m) Alterations to existing mechanical systems will not be required.
 - n) No changes will be required to existing ceiling systems including acoustical ceiling tiles and grid, light fixtures, diffusers, etc.

- o) Pre-approved Federal rates that have accepted through the FAR process will be acceptable, and substantial effort (e.g. extensive WSDOT/State auditing processes) for rate approvals will not be required.
- p) Impact to existing finishes including carpet shall be minimized.
- q) Permit, Bid, and Construction document deliverables will be provided in electronic file format. Reprographics and plotting of deliverables after the Conceptual Design phase will be provided by DKS.
- r) Permit applications will be completed by the owner, all permit fees will be paid for by the owner.
- s) Contractor will maintain for construction drawings and provide complete and accurate redlines to reflect as-built conditions for preparation of record drawings.
- t) Bidding support services will be limited.

Exhibit B
DBE Participation/SBE Plan

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

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Exhibit D
DKS Associates
City of Sammamish
Fee Estimate for Engineering Services
Sammamish - WSDOT - King County ITS Improvement Project
Federal Aid No. CM-9917(029)

DKS Associates
Prepared 4/08/19

Position	Principal Engineer	Project Manager	Project Engineer	Transportation Engineer	Assistant Engineer	CAD Designer	Intern	Admin	Overhead Fee	184.82% 30%
Direct Hourly Rate	\$84.50	\$76.50	\$44.25	\$49.75	\$30.50	\$29.25	\$22.00	\$28.00		
Billing Rate	\$266.02	\$240.84	\$139.31	\$156.62	\$96.02	\$92.08	\$69.26	\$88.15		
Task 1: Project Management									107	\$22,810
1.1. Project Administration	12							12		
Sub-consultant Management		5						8		
Progress Reporting and Invoicing		10								
1.2 Project Meetings										
Kick-off meeting	4	4								
Team meetings	20	24	8							
2. Utility Coordination									81	\$13,560
2.1 Utility Meetings	6	6								
2.2 Utility Design										
Pole schedule and review GIS		6	5	16		16				
Visit spot locations		6		8						
Annotate fiber drops		4				8				
3. Basemap Development									70	\$9,542
3.1 Surveying Control Points and basemap tie in (KPG)		2	4							
3.2 Basemap Supplement										
Up to 5 I/S along SR202		4		12		18				
Up to 4 I/S along 228th		4		10		16				
4.0 Site Review									43	\$9,160
4.1 Verification of attachment to utility poles	2			8						
4.2 Review placement of CCTV cameras on SR202 signal mast arms	2	8		4						
4.3 Review placement of FYA on existing signal poles at up to two I/S	2	8		4						
4.4 Review of City Hall for TMC		5								
5.0 Systems Engineering									44	\$9,482
5.1 Video Management Systems Engineering										
5.2 Video Display System Systems Engineering	6									
5.3 Buy America Act Compliance	6	8								
5.4 Sole Source Certification		8	4	12						
6.0 Environmental Documentation									20	\$4,917
6.1 WSDOT CE Initial	2	4								
6.2 WSDOT CE final	2	12								
6.3 Optional Task (Not included in scope)										
7.0 Contract Design - Conceptual and 60%									220	\$31,594
7.11 Conceptual Design		4		16		24				
7.12 60% Design PS&E	8	24	8	40		24	40			
Special Provisions and Estimate	2	8		18		4				
7.0 Contract Design - Final 90% Design									408	\$62,223
7.13 90% Design PS&E	8	48	36	96		60	40			
Traffic Control Plans		30		36		24				
Special Provisions and Estimate		8		18		4				
7.0 Contract Design - Final 100%, Bid, and QC									238	\$42,776
7.14 100% Design PS&E		16		24		36				
Traffic Control Plans		12		8		8				
Special Provisions and Estimate	4	8		18		4				
7.15 Bid Proof Set Design PS&E	4	16		24		16				
7.16 Quality Control Reviews (Concept, 60%, 90%, 100%, Bid Set)	40									
7.0 TMC Design									40	\$10,364
7.21 Conceptual Plan	2									
7.22 60% PS&E	4									
7.23 90% PS&E (DKS limited to comm and electrical)	4	5								
7.24 100% PS&E	4	6								
7.25 Bid Proof Set Design PS&E	3									
7.26 Quality Control Reviews (Concept, 60%, 90%, 100%, Bid Set)	12									
8.0 Bidding Services									88	\$15,133
8.1 ITS Design - response to 2 bidder questions	2	4		8						
Bidding coordination meeting via teleconference	2									
Up to 1 Addendum package	2	8		16		8				
8.2 TMC Design	4	8		12		12		2		
Subtotal Person Hours	169	333	65	408	0	282	80	22		
Subtotal Person Fees	\$44,958	\$80,199	\$9,055	\$63,902	\$0	\$25,968	\$5,541	\$1,939	1359	\$231,561.92

Sub-Consultants	
KPG - Surveying	\$9,867
HDR - Environmental	\$18,962
ECH - Architecture	\$17,922
Smart City Traffic - Systems Engineering	\$10,000

EXPENSES	
Travel - Parking and Mileage	\$771
Reproduction - 90% and 100%	\$500
Reproduction - Bid Set	\$800
Reproduction - TMC contract	\$1,050

TOTAL COST (Labor + Overhead + Expenses + Fee) \$291,433.47

Exhibit E
Sub-consultant Cost Computations

There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

**Subconsultant
Forms:**

KPG

Exhibit E-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Sammamish ITS and TMC Design

Sub Consultant: KPG

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>Survey Manager</u>	<u>4</u>	x	<u>75.62</u>		<u>\$ 306.08</u>
<u>Project Surveyor</u>	<u>4</u>	x	<u>50.47</u>		<u>201.88</u>
<u>Survey Tech</u>	<u>46</u>	x	<u>41.67</u>		<u>1916.82</u>
<u>Survey 1-man Crew</u>	<u>8</u>	x	<u>41.87</u>		<u>334.96</u>
<u>Survey 2-man Crew</u>	<u>10</u>	x	<u>75.17</u>		<u>751.70</u>
<u> </u>	<u> </u>	x	<u> </u>		<u> </u>
<u> </u>	<u> </u>	x	<u> </u>		<u> </u>
<u> </u>	<u> </u>	x	<u> </u>		<u> </u>
<u> </u>	<u> </u>	x	<u> </u>		<u> </u>
Total DSC =					\$ <u>3511.58</u>

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 146.70 % x \$ 3511.58 = 5151.49

Fixed Fee (FF):

FF Rate x DSC of 30% % x \$ 3511.58 = 1053.47

Reimbursables:

Itemized = 150

SubConsultant Total

=

Prime Mark-Up

0 % x 0 = 0

Grand Total

= \$9,866.54

Prepared By: Mike Bowen, PLS

Date: 4/9/2019



**Washington State
Department of Transportation**

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

April 19, 2018

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Ms. Suzy Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 146.70%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Apr 20 2018 8:02 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

KPG, P.S.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2017

<u>Description</u>	<u>Financial Stmt Expense</u>	<u>Unallowable Costs</u>	<u>FAR Ref</u>	<u>Total Proposed</u>
Direct Labor	<u>\$ 4,980,661</u>	<u>\$ -</u>		<u>\$ 4,980,661</u>
INDIRECT COSTS				
Fringe Benefits:				
Vacation, sick, and holiday	\$ 936,891	\$ -		\$ 936,891
Incentive compensation	24,560	-		24,560
401(k) plan	180,610	-		180,610
Employee group insurance	604,878	(16,599)	(1)	588,279
Payroll taxes	697,174	(417)	(2)	696,757
Workers compensation	31,865	-		31,865
Other employee benefits	71,306	(52,474)	(3)(4)(5)	18,832
Total Fringe Benefits	<u>\$ 2,547,284</u>	<u>\$ (69,490)</u>		<u>\$ 2,477,794</u>
General Overhead:				
Indirect labor	\$ 2,239,532	\$ (5,449)	(3)	\$ 2,234,083
Advertising	8,199	(8,101)	(6)(7)	98
Automobile	54,894	-		54,894
Bank fees and processing charges	3,054	-		3,054
Computer supplies	321,140	-		321,140
Contributions	137	(137)	(8)	-
Depreciation and amortization	321,959	-		321,959
Dues and professional licenses	20,261	-		20,261
Entertainment	9,515	(9,515)	(4)	-
Fines and penalties	792	(792)	(9)	-
Insurance	122,267	(21,485)	(10)	100,782
Interest	288,329	(288,329)	(11)	-
Leased equipment	1,483	-		1,483
Meals expense	8,272	(298)	(4)(5)	7,974
Office supplies and postage	87,729	(457)	(3)(4)	87,272
Professional services	105,063	(8,115)	(12)	96,948
Recruitment	1,049	-		1,049
Rent	901,692	(59,877)	(13)	841,815
Repairs and maintenance	51,607	-		51,607
Seminars and professional education	33,080	-		33,080
Supplies	34,906	-		34,906
Taxes and licenses	283,074	-		283,074
Telecommunications	129,188	-		129,188
Travel	191,144	(7,754)	(14)(15)	183,390
Recovery	(26,016)	-		(26,016)
Total General Overhead	<u>\$ 5,192,350</u>	<u>\$ (410,309)</u>		<u>\$ 4,782,041</u>
Total Indirect Costs	<u>\$ 7,739,634</u>	<u>\$ (479,799)</u>		<u>\$ 7,259,835</u>
Percent of Direct Labor				<u>145.76%</u>
Facilities Capital Cost of Money (FCCM)				<u>\$ 46,757</u>
Percent of Direct Labor				<u>0.94%</u>
Total Indirect Costs and FCCM Percent of Direct Labor				<u>146.70%</u>

See accompanying auditors' report and notes.

KPG, P.S.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2017

- (1) 31.205-19 (e) (2) (v) Insurance and indemnification - Costs of insurance on the lives of officers that does not represent additional compensation and the company is the beneficiary of the policy is unallowable.
- (2) 31.201-6 (a) Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (4) 31.205-14 Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (5) 31.205-51 - Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (6) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (7) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (8) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (9) 31.205-15 Fines, penalties, and mischarging costs - Fine, penalties, and late fees are unallowable.
- (10) 31.201-2 (c) Determining allowability - When contractor accounting practices are inconsistent with this Subpart 31.2, costs resulting from such inconsistent practices in excess of the amount that would have resulted from using practices consistent with this subpart are unallowable.
- (11) 31.205-20 Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (12) 31.201-3 (b) (1) - Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.
- (13) 31.205-36 (3) Rental costs - Charges in the nature of rent for property between organizations under common control that exceed the normal costs of ownership are unallowable.
- (14) 31.205-46 (a) 2 Travel costs - Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (15) 31.202 - Direct costs of the contract shall be charged directly to the contract.

See accompanying auditors' report and notes.

**Subconsultant
Forms:**

HDR, Inc.



**Washington State
Department of Transportation**

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

May 7, 2018

HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, NE 68114

Subject: Acceptance FYE 2017 ICR – Cognizant Review

Dear Mr. Joe Cox:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 150.33% of direct labor for contracts in effect prior to June 24, 2014 (rate includes 0.398% Facilities Capital Cost of Money) and 149.31% for contracts awarded on or after June 24, 2014 (rate includes 0.398% Facilities Capital Cost of Money) based on the “Cognizant Review” from The Nebraska Department of Roads (NDOR). 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.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

**Subconsultant
Forms:**

ECH Architecture

Exhibit E-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: City of Sammamish ITS and TMC Design

Sub Consultant: ECH Architecture

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
Principal/ QA-QC	8	x	48.08		\$ 384.64
Architect 1	6	x	43.75		262.50
Architect 2	7	x	42.79		299.53
Architectural Designer 1	89	x	34.38		3059.82
Architectural Designer 2	59	x	25.96		1531.64
Admin	5	x	25.96		129.80
		x			
		x			
		x			
Total DSC =					\$ 5667.93

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 186.20 % x \$ 5667.93 = 10553.69

Fixed Fee (FF):

FF Rate x DSC of 30% % x \$ 5667.93 = 1700.38

Reimbursables:

Itemized = _____

SubConsultant Total

= _____

Prime Mark-Up

0 % x 0 = 0

Grand Total

= 17921.99

Prepared By: 

Date: 04/10/2019

Account Title	FAR Citations (Note 1)	Budget FY 2018			Actual Expenses (Note 3)		
		Budget (Note 2)	FAR 31 Unallowable	Net Allowable Expenses	FY 2017	FY 2016	FY 2015
Payroll Taxes	31.205-41	\$ 50,000	\$ -	\$ 50,000	\$ 48,363	\$ 44,448	\$ 50,097
Vacation, Holiday and Sick Leave	31.205-6	21,000	-	21,000	20,931	14,722	16,261
Health and Life Insurance	31.205-6	52,000	-	52,000	51,226	44,482	39,637
Pension, Retirement	31.205-6	20,000	-	20,000	14,656	19,824	19,152
Commission and Bonuses	31.205-6	-	-	-	-	-	-
Typing, Filing (Indirect)	31.205-6	53,000	-	53,000	58,660	50,388	47,492
Principal Salaries (Indirect)	31.205-6	58,800	-	58,800	61,177	56,106	32,746
Tech Personnel Salaries (Indirect)	31.205-6	83,650	-	83,650	99,940	95,054	113,095
Accounting Fees (Outside Auditor)	31.205-33	-	-	-	-	-	-
Advertising/Promotion	31.205-1	1,500	-	1,500	-	7,985	636
Bad debts	31.205-3	-	-	-	-	-	-
Professionals (Outside Legal) and Consultants	31.205-33	5,000	-	5,000	3,995	3,910	26,839
Contributions and donations	31.205-8	200	-	200	185	150	-
Depreciation-Office equipment	31.205-11	250	-	250	-	234	373
Depreciation-Vehicles	31.205-11	-	-	-	-	-	-
Dues - Professional Organizations	31.205-43	2,500	-	2,500	1,352	2,398	2,204
Dues Non-Professional Organizations (i.e. country club)	31.205-14	-	-	-	-	-	-
Entertainment	31.205-14	1,200	-	1,200	1,008	1,680	945
Fines and Penalties	31.205-15	-	-	-	-	-	-
Office Rent	31.205-36	55,000	-	55,000	52,698	50,101	47,382
Insurance/Indemnification	31.205-19	20,000	-	20,000	18,271	14,404	32,504
Interest Expense	31.205-20	-	-	-	-	-	-
Income Taxes	31.205-41	-	-	-	-	-	-
Losses	31.205-23	-	-	-	-	-	-
Marketing	31.205-1	-	-	-	266	2,339	-
Office Supplies		6,000	-	6,000	5,348	4,390	13,654
Postage		75	-	75	-	106	31
Repair and Maintenance	31.105	6,500	-	6,500	750	11,402	6,311
Subscriptions and periodicals	31.205-43	-	-	-	-	-	-
Telephone		12,500	-	12,500	12,358	11,784	11,503
Trade/Business/Technical/Professional Activity costs	31.205-43	2,000	-	2,000		-	1,657
Training	31.205-44	1,500	-	1,500	987	903	1,499
Travel	31.205-46	21,000	-	21,000	21,521	15,371	19,592
Utilities		-	-	-	-	-	-
Taxes (other than Income & Payroll)		80,000	-	80,000	77,014	62,614	51,053
Office, Computer system maintenance		60,000	-	60,000	46,467	54,372	78,145
Total G&A (Home Office Overhead) Pool		\$ 613,675	\$ -	\$ 613,675	\$ 597,173	\$ 569,167	\$ 612,808
Allocation Base - Total Cost Input (Note 4):							
Direct Labor		\$ 329,550		329,550	\$ 353,055	\$ 318,903	\$ 355,001
Fringe				-	-	-	-
Labor Overhead				-	-	-	-
Other Direct Costs				-	-	-	-
Direct Materials				-	-	-	-
Material Overhead				-	-	-	-
Total Allocation Base				\$ 329,550	\$ 353,055	\$ 318,903	\$ 355,001
Rate				186.2%	169.1%	178.5%	172.6%

Notes:

- 1. All costs claimed should be classified based on consideration of the criteria in FAR Part 31. The citations shown here are for reference purposes only and are not meant to be all inclusive.*
- 2. The budgeted G&A (or Home Office Overhead) expenses should be based on the company's budget for the upcoming fiscal year with supporting documentation available immediately upon request.*
- 3. Provide the prior three year's actual G&A (or Home Office Overhead) expenses, excluding unallowable costs, and the allocation base in the same format as the upcoming fiscal year budgeted G&A. These expenses should be based on the company's general ledger and/or financial statements. For the most recent year, please include actuals or actuals/estimates (depending on your fiscal year).*
- 4. The cost input allocation base used to allocate the G&A (Home Office Overhead) expense pool shall include all significant elements of that cost input which represent the total activity of the business. The cost input base selected to represent the total activity of a business during a cost accounting period may be: total cost input (e.g. direct material, direct labor, other direct costs and applicable overhead); value-added cost input (e.g. total cost input less material and subcontract costs); or single element cost input (e.g. direct labor dollars). The determination of which cost input base best represents the total activity of a business must be judged on the basis of the circumstances of each business (i.e. causal/beneficial relationship).*

Reviewed and verified by Thomas J Donohue, CPA
Complies with FAR Part 31



Thomas J Donohue, CPA
Cavender Holleman & Donohue, PS

**Subconsultant
Forms:**

Smart City Traffic

Exhibit E-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: _____

Sub Consultant: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
				Total DSC =	\$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized: Supplies = _____

SubConsultant Total

= _____

Prime Mark-Up

_____ % X _____ = _____

Grand Total

= _____

Erin Ahlenger

Prepared By: _____

Date: _____



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

July 11, 2016

Erin Ehlinger, President
Smart City Traffic, LLC
24036 SE 47th St
Sammamish, WA 98029-7556

Re: Smart City Traffic, LLC
Safe Harbor Indirect Cost Rate

Dear Ms. Ehlinger:

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

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

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Smart City Traffic. The Safe Harbor rate is effective on July 11, 2016.

Smart City Traffic has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into 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 me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Schatzie Harvey
Agreement Compliance Audit Manager

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

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Smart City Traffic, LLC

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

*Signature: Erin Ehlinger

*Name of Certifying Official (Print): Erin Ehlinger

*Title: President

Date of Certification (mm/dd/yyyy): 07/03/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Exhibit F

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 federally assisted programs of the AGENCY, 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 this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, 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 this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant 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 AGENCY, the STATE, or the Federal Highway Administration (FHWA) 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 AGENCY, the STATE, or the FHWA as appropriate, 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 AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this 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 procurement 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 sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G

Certification Document

- [Exhibit G-1\(a\)](#) Certification of Consultant
- [Exhibit G-1\(b\)](#) Certification of _____
- [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
DKS Associates

whose address is
719 Second Avenue, Suite 1250 Seattle, WA 98104

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 _____ City of Sammamish, WA

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.

DKS Associates

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

4/10/19
Date

Eric H. Shimizu
Principal

Exhibit G-1(b) Certification of The Agency Official

I hereby certify that I am the:

Agency Official

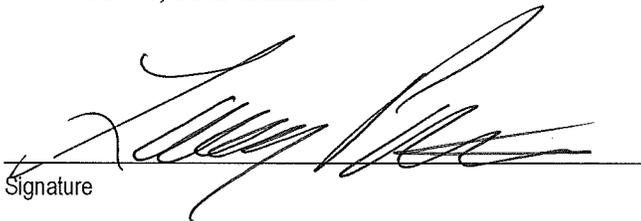
Other

of the Local Agency of City of Sammamish, WA, and that the 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; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the 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

4/17/2019
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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

DKS Associates

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

4/10/19
Date

Eric H. Shimizu
Principal

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:

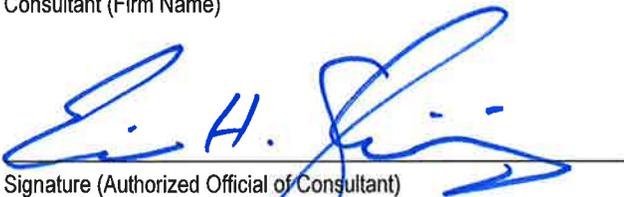
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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.

DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/10/19

Date

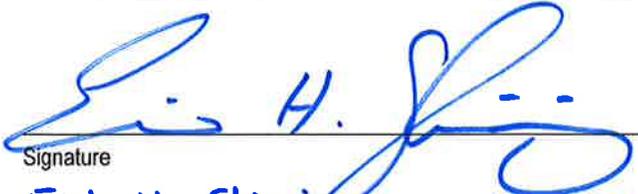
Eric H. Shimizu
Principal

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of City of Sammamish ITS and TMC Project * are accurate, complete, and current as of April 2019 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DKS Associates


Signature
Eric H. Shimizu

Principal
Title

Date of Execution April 2019 ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Subconsultant
Forms:**

KPG

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG

whose address is

3131 Elliott Avenue, Seattle, WA 98121

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 _____
City of Sammamish, WSDOT,

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.

KPG P.S.

Consultant (Firm Name)

Michael R. Bowen

Signature (Authorized Official of Consultant)

4/9/2019

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; and
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KPG

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

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

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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.
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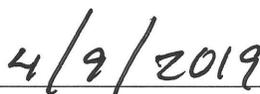
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KPG

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

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This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Sammamish ITS and TMC project * are accurate, complete, and current as of April 2019 **.

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Firm: KPG P.S.

Will R. Bowe
Signature

Survey Manager
Title

Date of Execution 4/9/2019 ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Subconsultant
Forms:**

HDR, Inc.

Exhibit G-1(a) Certification of Consultant

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

whose address is
929 108th Ave NE, Ste 1300, Bellevue, WA 98004

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 City of Sammamish, WSDOT,

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.

DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/10/19

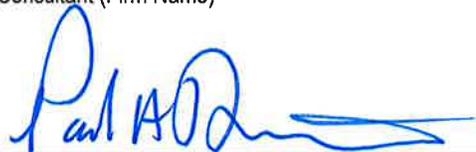
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 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
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HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/10/19

Date

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HDR Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

4/10/19

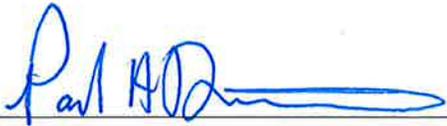
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Firm: HDR Engineering, Inc.



Signature

VICE PRESIDENT

Title

Date of Execution 4/10/19 ***.

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***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Subconsultant
Forms:**

ECH Architecture

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
ECH Architecture

whose address is

1415 Western Ave #418 | Seattle, WA | 98101

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
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I acknowledge that this certificate is to be furnished to the City of Sammamish, WSDOT,

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.

ECH Architecture

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09 April 2019

Date

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ECH Architecture

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09 April '19

Date

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ECH Architecture

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

09 April '19

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Sammamish ITS and TMC project * are accurate, complete, and current as of April 2019 **.

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Firm: ECH Architecture



Signature

Principal

Title

Date of Execution 09 April '19 ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Subconsultant
Forms:**

Smart City Traffic

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Smart City Traffic LLC

whose address is

24036 SE 47th St Sammamish, WA 98029

and that neither the above firm nor I have

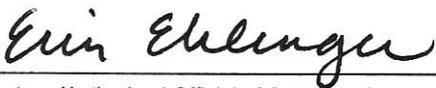
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I acknowledge that this certificate is to be furnished to the City of Sammamish, WA

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.

Erin Ehlinger (Smart City Traffic LLC)

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

April 10, 2019

Date

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Smart City Traffic LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

April 10, 2019

Date

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Smart City Traffic LLC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

April 10, 2019

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of SAMMAMISH-WSDOT-King County ITS Improvement Project (CM-9917-029) * are accurate, complete, and current as of April 10, 2019 **

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Smart City Traffic LLC


Signature _____

April 10, 2019

Title _____

Date of Execution _____ ***

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***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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