



City of Tacoma, WA

PUBLIC WORKS

REQUEST FOR QUALIFICATIONS

SCHUSTER PARKWAY TRAIL PROJECT

DESIGN SUPPORT SERVICES

SPECIFICATION NO. PW23-0243F



City of Tacoma
Public Works Engineering

**REQUEST FOR QUALIFICATIONS PW23-0243F
SCHUSTER PARKWAY TRAIL PROJECT DESIGN SUPPORT SERVICES**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 24, 2023

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will be held on TEAMS. Meeting information is within RFQ.

Project Scope: The City of Tacoma, Public Works Department, Engineering Division, intends to procure a consultant team to provide design support services for the Schuster Parkway Trail Project. The services will include but are not limited to structural engineering, and geotechnical engineering services, environmental investigations, environmental mitigation and permitting, topographic and right-of-way survey, traffic signal upgrades, street light design, pedestrian scale lighting and urban design for placemaking and wayfinding, landscape architecture, right-of-way services, public involvement/outreach, cost estimating, and constructability reviews. The City of Tacoma reserves the right to retain the services of the successful firm(s) for any subsequent phases (R/W, CN) associated with this project.

Estimate: \$2 Million

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Brandon Snow, Senior Buyer by email to bsnow@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.


 Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Qualifications page.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by the email as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

The following items make up your submittal package:	
Signature Page (Appendix A)	
Information in Section 5 (Content To Be Submitted)	
DELIVERY TO THE CITY OF TACOMA PROCUREMENT AND PAYABLES DIVISION BY EMAIL: Submit one (1) electronic version of the Statements of Qualifications (SOQ) in PDF format to sendbid@cityoftacoma.org prior to 11:00 a.m., Pacific Time, Tuesday, October 24, 2023.	
After award, the following documents will be executed and provided:	
<ul style="list-style-type: none">• Local Agency A&E Services Agreement	
<ul style="list-style-type: none">• Indirect Cost Rate for Prime Consultant	
<ul style="list-style-type: none">• Certificate of Insurance	

1. OBJECTIVE

The City of Tacoma, Public Works Department, Engineering Division, intends to procure a consultant team to provide design support services for the Schuster Parkway Trail Project. The services will include but are not limited to structural engineering, and geotechnical engineering services, environmental investigations, environmental mitigation and permitting, survey including topographical, utility and right-of-way, traffic signal upgrades, street light design, pedestrian scale lighting and urban design for placemaking and wayfinding, landscape architecture, right-of-way services, public involvement/outreach, cost estimating, and constructability reviews. The City of Tacoma reserves the right to retain the services of the successful firm(s) for any subsequent phases (R/W, CN) associated with this project.

Depending on City staff availability, additional consultant support services may be needed throughout the project.

2. BACKGROUND

Overview:

The Schuster Parkway corridor connects two waterfront areas - Ruston Way shoreline promenade/Point Defiance to the north, and Thea Foss waterway esplanade to the south. Both areas have undergone significant transformation from industrial land use to attractive, urban mixed-use waterfronts. The City of Tacoma's long-term vision has been to connect these two urban waterfronts with a multiuse trail.

Currently, the Schuster Parkway shoreline area is an active industrial waterfront abutting a steep slope to the west, bisected by the mainline Burlington Northern Santa Fe (BNSF) railroad and Schuster Parkway, a high speed arterial.

The Schuster Parkway Trail will be the primary multiuse connection through the Schuster Parkway corridor. The Schuster Parkway Trail completes the Dome to Defiance regional non-motorized system with a separated multiuse facility from Thea Foss waterway esplanade and the Museum District via the existing S. 4th Street overpass to the business and residential area of Old Town in the north end of Tacoma. The Prairie Line Trail also connects to the Thea Foss waterway esplanade via the E. 15th Street overpass providing another connection to other multiuse paths within the City of Tacoma and the Tacoma downtown area.

Primary Project Goal:

The Schuster Parkway corridor will be transformed from a high speed, automobile-dominated thoroughfare into a multimodal corridor energized by diverse user groups. A public trail with a well defined separation from vehicular traffic will provide a safe and desirable link between Thea Foss Waterway and Ruston Way for commuters and recreational users alike, providing views of Commencement Bay.

Other project goals:

- Enhance public views of the waterfront
- Hill side stabilization against surface slides and erosion

- Geotechnical design features and Structural walls that lower the risk of a global slope failure
- Hill/trail side restoration and landscaping, selectively plant trees to frame views.
- Support slope tree canopy balanced with slope stability, walls, drainage and utilities, views, trail safety and lighting.
- Provide a shared use path design that allows for maintenance access.
- Consider access and procedures for Emergency Medical Technicians (EMT), and Fire and Police personnel.
- Trail gives the feeling of being away from traffic and in a natural environment.

Conceptual Baseline Design:

The conceptual baseline design was for an elevated trail adjacent to the road, that maintains two southbound vehicular travel lanes while creating a multiuse trail along the sloped west side of Schuster Parkway. This configuration involves constructing an elevated trail above the current elevation of Schuster Parkway traffic, and providing views of Commencement Bay over the road and the railway.

It should be noted that the collaborative design shall depart from the baseline concept where this is advantageous, cost effective and explores solutions that satisfy the objectives in conjunction with constructability regarding earthwork, geotechnical design, and structural walls.

Connections: Although not currently part of the project's scope of work, if funding becomes available additional scope of work may be added to the project at the City's request for the design of projects connecting to the Schuster Parkway Trail. The possible trail connection projects include:

Pacific Ave: This project connects the S. 4th Street overpass with Pacific Avenue. These improvements would be included as part of a larger future project to rebuild or reinforce the existing counterfort wall between Stadium Way and Schuster Parkway.

Hillside Connections: The historic Bayside Trails along the Schuster Parkway hillside present opportunity for connections from Stadium Way and surrounding neighborhoods to the new Schuster Parkway Trail and the waterfront.

Waterfront Connections: There are several long-term opportunities to create more waterfront access while maintaining industrial uses through partnership with BNSF, TEMCO and Sperry Ocean Dock.

The North End Connection: This project connects the Schuster Parkway Trail with Ruston Way at Garfield Gulch. One concept is a bicycle-pedestrian bridge connecting Garfield Gulch to Reconciliation Park or just north of the Sperry Dock property. This project will involve close coordination with BNSF Rail, and will require BNSF permitting.

Garfield Gulch: In coordination with Metro Parks, development of the Metro Parks property at Garfield Gulch for a trail connection uphill to Garfield Park is feasible.

Survey:

Combining past lidar data with land survey ground shots, the City has created a base map in Civil 3D. Additional survey scope of work for a consultant Professional Land Surveyor (licensed in the State of Washington) is described in sections below.

Related Documents:

The following documents are for reference and are posted on the City's website with the RFQ:

Report Title:	Author(s):	Date:
Schuster 2018 Alignment Presentation	City of Tacoma, KPG, GeoDesign, Inc.	6/5/2018
Schuster Slope Landscape Management Plan	City of Tacoma, Landau, GeoEngineers, Metro Parks Tacoma	9/3/2015
Conceptual Design Report	SvR Design Company, Alta Planing+Design, GeoEngineers	10/1/2013

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

The City anticipates awarding a single contract.

Qualifications submitted and/or the selected consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

3. SUMMARY OF ROLES, SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals.

Project design tasks will be completed by both the consultant team and the City. The City shall lead public meetings and outreach events. The City Project Manager will conduct progress meetings for coordination of the design teams, City and consultants, and ensure the project design follows the schedule and satisfies the project goals and objectives. The design teams will report to the Project Manager on schedule, progress, design decisions, and any problems or risk assessments.

The design engineer with City of Tacoma Street Design Section shall coordinate the design effort, facilitate open communication, and flow of technical information to ensure successful collaboration on the overall design. The City of Tacoma Street Design Section shall provide CAD Civil Plan production for their responsibilities and any geotechnical treatments or features. Structural plans, signal and lighting plans, landscaping and irrigation plans, and urban architecture design plans shall be the responsibility of the consultant team.

The City is the design lead and will assemble all design milestone/final review packages (PS&E).

The consultant team shall assist the City with writing special provisions in the area of their expertise that relate to the current Standard Specifications for Road, Bridge, and Municipal Construction, by the Washington State Department of Transportation. The consultant team shall assist the City in construction cost estimation and provide bid item cost estimation. The consultant Team shall submit all design documents to City in acceptable format.

Constructability reviews of plans, special provisions, and construction estimates are expected at the following design milestones: 60%, 90%, 100% and a final ad ready review adhering to but not limited by the Engineering Checklist in Appendix B.

All PS&E constructability reviews and .pdf document reviews shall occur in Bluebeam. Bluebeam review sessions shall generally adhere to but will not be limited by the guidelines provided in Appendix C document, Bluebeam Training Outline.

The City of Tacoma reserves the right to retain the services of the successful firm(s) for any subsequent phases (R/W, CN) associated with this project.

The draft scope of work for each entity is defined below.

City Scope of Work

- Schedule - Project design schedule updates throughout the project with input from consultants.
- Meetings - The City design engineer shall coordinate the design effort and ensure all design team members get the technical information they need, including CAD files.
- Basemap/30% Plan Coordination – Provide consultants with Basemaps, alignments and coordinate system(s), geometric design, grading and elevations, and application of topographic land surveys.
- City Complete Plans – Compile the following design plans:
 - Topographic survey basemap (i.e. 30% plans).
 - Earthwork and erosion control plans.
 - Demolition plans.
 - Geometric design for shared use trail, walls, and grading, including construction stationing alignments and elevation profiles.
 - Surface water drainage design and any storm water treatment design; and sewer utility design (storm, wastewater, water).
 - Geometric design for roadway alignment, curbs, sidewalk, curb ramps, bicycle facilities, medians, ditches, and pavement design.
 - True to scale and typical cross sections.
 - Channelization plans.
 - Project phasing and traffic control.
 - Civil construction plans regarding the City Scope of Work and Geotechnical features and treatments.
 - Combined utility plans.
- Special Provisions – Compile master special provisions with input from consultants.
- Bid Item/Proposal – Compile overall bid item estimate/construction cost estimate.

- Coordination with City's Office of Arts & Cultural Vitality - Coordination for artist involvement and development/incorporation of art products into the consultant's plan production for urban architecture design/placemaking/wayfinding elements.
- Design/Constructability Reviews - The City is anticipated to compile documents for and will set up constructability reviews.
- Public Involvement/Outreach – The City will lead outreach efforts on this project.
- Right-of-Way – The City's Real Property Services (RPS) department shall serve as right-of-way (ROW) lead and ROW consultant/subconsultant will report all updates and finding to assigned RPS staff. The ROW lead will be responsible for coordinating, overseeing, and directing all ROW consultant/subconsultants work related to the acquisition and/or disposition of any real property or real property rights or interests; and/or work related to the relocation of personal property, businesses, or residences; and/or work related to the clearing, permitting, or otherwise curing of private encroachments in the public right of way or public encroachments on private property.
- Construction Management – Manage and inspect project construction, should construction funding become available.

Consultant Scope of Work

- Schedule – Assemble and update project schedule for consultant scope throughout the project.
- Meetings – Attend and document regularly scheduled meetings with the City to coordinate design, right-of-way and environmental activities (meetings will be scheduled to be monthly, biweekly or weekly), develop and maintain action item logs.
- Survey – LiDAR Mapping – Consultant shall be responsible for field and office procedures for planning, acquisition, processing and derivative products of lidar data to be collected at a nominal pulse spacing (nps) (see below for requirements/accuracy), including overlap.

Consultant shall also be responsible for the acquisition of lidar data of sufficient density and quality to meet the requirements. Consultant shall have the ability to analyze the project, evaluate the work elements and formulate a work plan to achieve the final products/deliverables.

Consultant shall also perform research, calculations and drafting to determine existing City of Tacoma (cot) right-of-way within the project limits defined by metes and bounds on the project coordinate system. Resolve private property/boundary locations and intersections of these boundary lines with the existing and proposed cot right-of-way.

Through ground truthing/supplementary surveys: (1) find & locate row markers and property corners if existing and visible within 20ft of ground truth strip (2) define all features, utilities, pavement and features with sensitive elevation requirements. (3) additional ground surveying at areas as directed by the engineer.

Final deliverables are expected to include but not limited to the following details:

- Orthorectified aerial imagery with 0.25-ft pixels,
- Autocad 2022 drawing (*.dwg) with 1ft & 5ft contours,
- Horizontal datum nad83, wspc south zone, units u.s. survey foot,
- Vertical datum ngvd29
- Autocad xml (*.xml)
- Utilization of City of Tacoma public works coding/layers.

Unless otherwise stated, all specifications and deliverables will meet or exceed the ASPRS positional accuracy standards for digital geospatial data (edition 1, version 1.0. – November, 2014) and the Survey General Requirements included in Appendix D.

Project deliverables shall include but will not be limited to the following:

- Survey report
 - Classified point cloud
 - Bare-earth surface (raster digital elevation model – dem, hydro-flattened, 0.5 meter cells.
 - Breaklines, 0.5 meter cells
 - First-return (highest-hit) surface (raster digital surface model – dsm), 0.5 meter cells
 - Supporting data layers:
 - All ground control and check points
 - Aircraft trajectory (sbt files) flight lines and flight line swaths (line and polygon features, respectively)
 - Project index layer of tiling tessellation (polygon feature)
 - Pdf format metadata
- Basemap/30% Plan Coordination – Assist the City as needed to create 30% plans.
 - Complete Plans and Special Provisions – Compile design plans and special provisions regarding but not limited to the following:
 - Structural Engineering Design services as needed to prepare retaining Wall Type, Size & Location Design and produce Structural Plans.
 - Traffic signal system design/replacement, APS, etc., possibly including bicycle signals.
 - Street lighting design plans for Schuster Parkway. Pedestrian scale lighting plans, including power feed.
 - Urban architecture design/placemaking/wayfinding plans, including bicycle wayfinding where necessary. These plans shall incorporate urban street art in coordination with City's Office of Arts & Cultural Vitality for artist involvement. The value of the artistic services and products incorporated into the project is generally 1% of the total construction cost.
 - Landscaping/Irrigation plans: specific planting guidelines in coordination with the City shall apply.

- Environmental - Environmental characterization and remedial measures/mitigation design and permitting (soil and groundwater contamination, tree inventory, wetland delineation and stream classification, biological evaluation, Stormwater assessment, Etc.).
- Geotechnical Engineering - Geotechnical Engineering Design Services related to earthworks, slope stability and geotechnical/ hydrogeological soil stabilization features as applicable; and coordinating its incorporation into the City Civil Plans. Geotechnical Engineering Design services as needed to assist with retaining Wall Type, Size & Location Design.
- Traffic Study - Collect existing real traffic data to inform conversion of a travel lane for the short-term or long-term (if applicable). At a minimum traffic data would inform temporary traffic control during construction. Data collected would include but not be limited to the following:
 - Average daily traffic
 - 24-hr hourly volume
 - Origin and destination for N. 30th/ Schuster Parkway, Pacific Avenue/705 and S. 4th Avenue.
- Permitting – Review existing documents. Complete field work as necessary to draft/submit environmental documents meeting all permitting requirements (including necessary NEPA federal compliance/permitting requirements anticipating there will be a federal nexus within the construction phase) for the entire project and provide recommendations on environmental considerations/mitigation according to but not limited to City of Tacoma Code and applicable Ecology guidance during proposed construction activities.
- Preliminary Right-of-Way & ROW Survey – Under direction and supervision of ROW lead, ROW activities will be limited to those activities identified as Preliminary ROW Activities described in the most recently published WSDOT LAG manual, which will include obtaining title reports, and preparation of property rights acquisition packets. Consultant will be asked to develop Right of Way Funding Estimates [Chapter 25.46] and development of ROW Plans [Chapter 25.47 & Appendix 25.170] including any necessary survey efforts to determine property lines and ROW boundaries of abutting properties. ROW survey work will be coordinated with the City's design team and not the City's ROW Lead from RPS. In addition, consultant will be asked to develop a table and/or spreadsheet identifying at a minimum the following:
 - Impacted parcels;
 - Parcel ownership and occupant;
 - Property owner and occupant contact;
 - ROW acquisition type (i.e., Temporary Construction Permit (TCP), Temporary Construction Easement (TCE), permanent easements, fee takes (aka ROW Deeds)) and related square footages;
 - Estimated acquisition cost for each acquisition type per parcel;

- Identify type/location of public infrastructure that would encroach on private property without easement;
- Identify type/location of private encroachments on public ROW without permit;

All ROW activities shall be performed in compliance with WSDOT LAG requirements. The ROW scope will be expanded and modified by contract amendment.

- Construction Cost Estimation - The consultant shall estimate bid items related to the consultant design as requested by the City's design engineer at the but not limited to 60% and 90% and 100% design submittals. The City's design engineer will discuss what unit bid items or lump sum bid items could be used in conjunction with standard specifications or agree to a special provision for bid proposal line items.
- Design/Constructability Reviews – Provide review of project design and constructability through Bluebeam review sessions at appropriate project milestones (e.g. 30%, 60%, 90%, 100%) to identify any base map errors or omissions, design issues as well as construction issues that the design may encounter during construction. Bluebeam review sessions shall generally adhere to but will not be limited by the guidelines provided in Appendix C document Bluebeam Training Outline. The City reserves the right to adjust the Bluebeam Training Outline as needed.
- Public Involvement/outreach - Working in coordination with the City's Project Manager and possibly the City's Media and Communication Office, assist, support and participate in any necessary public involvement for the entire project at the City's request, including but not limited to:
 - Assist with updates to stakeholders of the design's findings and progress.
 - Prepare and present responses to stakeholder comments.
 - Plan for and attend meetings with stakeholders, council subcommittee meeting(s) or others as requested,
 - Assist in developing mailers, display boards, renderings, websites, presentations, etc.
 - The City will manage the project website.
- Bid Item/Proposal Assistance - Provide support during the bidding phase of the project.
- General Design Assistance - Provide design support as requested by City for the project.

The City of Tacoma reserves the right to retain the services of the successful firm(s) for any subsequent phases (R/W, CN) associated with this/these project(s).

4. REQUEST FOR QUALIFICATION (RFQ) PROCESS

It is the City's intent to select a consultant based on the qualifications and abilities of the firm/team and key project individuals. Proposers may either be individual firms or teams as appropriate to meet the specific needs of the project. If relevant, it shall be at the discretion of the Proposer to determine and identify the lead consultant for the team.

Proposers are solely responsible for all costs incurred in the development and submission of the request for qualifications (RFQ), or any other presentations whether in response to this RFQ or to any subsequent requirements of the consultant selection and contract negotiation process.

SOQ Submittal and General Guidelines

Submit one (1) electronic version of the Statements of Qualifications (SOQ) in PDF format to sendbid@cityoftacoma.org.

The Subject Line of the email should include: **PW23-0243F: SCHUSTER PARKWAY TRAIL PROJECT - DESIGN SUPPORT SERVICES**. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by the email as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

The SOQ should be submitted in PDF format. The City recommends that the Proposer's SOQ submittals be limited to no more than 12 double-sided pages (not including City of Tacoma required forms).

Pre-proposal Meeting

A pre-proposal meeting will be held via TEAMS at 11:00 a.m., October 11, 2023 on TEAMS using the following information:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: **271 018 943 567**

Passcode: **nzFE8h**

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 253-666-4424,,476705953# United States, Tacoma

Phone Conference ID: **476 705 953#**

RFQ Inquiries

Questions and request for clarifications may be submitted in writing by the date and time specified in the table below to Brandon Snow, Senior Buyer, Purchasing Division, via email to BSnow@cityoftacoma.org. No further questions will be accepted after this date and time. The City of Tacoma will not be responsible for unsuccessful submittal of questions via email.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about the date specified below. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the information is confidential. The answers are not typically considered an addendum.

Anticipated RFQ Schedule

The following schedule has been established for the submission and evaluation of the SOQs and selection of the consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion.

Contract will be issued after City Council approval.

The anticipated schedule of events concerning this Solicitation is as follows:

RFQ First Publication	Mon. 10/2/2023
RFQ Second Publication	Mon. 10/9/2023
Pre-Proposal Meeting:	Wed. 10/11/2023
Pre-Submittal Questions:	Fri. 10/13/2023
Response to Questions, before or on:	Wed. 10/18/2023
Submittal Due Date:	Tues. 10/24/2023
Interviews/presentations on or about:	Week of: Mon. 11/6/2023
Notification of Selection on or about:	Week of: Mon. 11/13/2023
City Council Approval, on or about:	Tues. 1/30/2024

A Selection Advisory Committee (SAC) shall be created by the City to review the SOQ, shortlist, interview, and select the consultant.

Acceptance/Rejection of Responses

The City of Tacoma reserves the right and holds at its discretion the following rights and options, including but not limited to:

- To waive any or all informalities in any SOQ.
- To reject any or all responses.
- To issue subsequent requests.

Addenda or Bulletins

In the event it becomes necessary to revise any part of this Solicitation, an addendum will be issued through the event in Ariba. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

Agency Services Contract/Insurance

A sample copy of a draft City of Tacoma Services Contract for consultant engineering services and the project's insurance requirements is enclosed in Appendix E. The City must approve the scope of work, budget, and design schedule proposed by the selected consultant. Following contract negotiations, the agreement shall be finalized between the City and the selected consultant.

5. SOQ CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.

All materials submitted in response to this RFQ, except for proprietary materials, become the property of the City. Proprietary information in a qualification submittal must be designated clearly and should be bound separately, as an appendix, and labeled with the words “Proprietary Information.” Appropriate references to this information must appear in the body of the SOQ. An entire SOQ marked “Proprietary Information” shall not be accepted.

Proposers should be aware that the City is required by law to make its records available for public inspection with certain exceptions. See Revised Code of Washington, Chapter 42.17. It is the City’s belief that this legal obligation would not require the disclosure of proprietary, descriptive literature that contains valuable designs, drawings, or documentation. However, the Proposer, by submission of materials marked “proprietary,” acknowledges and agrees that the City shall have no obligation or liability to the Proposer in the event that the City is required to disclose these materials.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this Solicitation, which materially deviate from the requirements of this Solicitation or which are not in conformity with law, may be rejected as being non-responsive.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Respondent’s abilities to meet the requirement of this Solicitation. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a submittal or request additional information that might be required to properly evaluate the submittal. Failure to respond to such a request may result in rejection of the firm’s submittal. Respondents are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City’s retention of this right shall no way diminish a Respondent’s responsibility to submit a submittal that is current, clear, complete, and accurate.

To be considered responsive to this RFQ, the Respondent’s SOQ must include the following information:

SOQ Cover and Cover Letter – 0 points

Clearly label the SOQ cover and the subject line in the cover letter with “**Statement of Qualifications for PW23-0243F, Schuster Parkway Trail Project - Design Support Services.**”

- The cover letter should identify the consultant’s name and contact person with his/her title.
- Include address, mailing address, e-mail address, phone number, fax number, and any other information that shall allow the City to reach the contact person quickly and directly.

- The cover letter should include the name of the proposed Project Manager.
- A duly authorized officer, employee, or agent of the consulting firm should sign the cover letter.
- Identify the firm/team has WSDOT audited overhead rate(s) **(DO NOT PROVIDE THE RATE(S) AT THIS TIME)**

Consultant Team Structure – 5 points

In an org-chart format, provide the overall consultant team structure including names of lead persons with titles, the name of their company, general project responsibilities, and the physical location of each person.

Please also provide the additional information on the Respondent's Corporate organizational structure showing the relationship to parent and/or subsidiary companies. If the Proposer is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. Summary of the background and experience of the firm relative to the project under consideration. Provide a description of any special projects, awards, or other items that make the firm especially qualified for this submittal.

Qualifications and Relevant Experience – 55 points

Please provide the following information on the proposed project personnel and experience, which qualify them to perform the work for the project. The 55 points is dependent on the demonstration of the firms and teams engineering strengths key to the project including Survey (10), Structural (10), Geotechnical (10) and Environmental (10) Engineering as well as urban design (5), Permitting (5), and ROW (5).

Lead Firm: Discuss the lead firm's ability to actively perform the proposed work and provide a statement which clearly conveys the ability of the firm to accept responsibility for completing the project in the time allotted based on the firm's current and projected workload.

Provide a summary of the background and experience of the lead firm relative to the project under consideration. Include lists of specific projects of similar type, including Local Agency FHWA/WSDOT funded projects, on which the firm has had a major role with the location, cost, and basic description of the project, start and completion dates, the names of the client (include main point of contact, e-mail address & phone), description of the firm's responsibility on the project, and the specific roles of the individuals proposed for this project.

Please also describe the firm's experience working with municipal or other public agencies, the firm's experience/familiarity with the City of Tacoma permitting process, including building and site development permits, the firm's experience in working with customer service planning and design.

Provide five (5) recent references who may be contacted concerning your firm's performance regarding the qualifications listed in the SOQ. In listing the references, include the name of the client, mailing address, fax number, telephone number, email address, contact person, and specific work your firm provided for the client. It is preferred that references provided will be from projects with similar scopes of works.

Team: The proposed project personnel identified shall be evaluated for their areas of expertise and experience which qualify them to perform the work for the project. List the lead project personnel with titles who shall be primarily responsible for and involved with work activities. Identify the responsibilities and activities of each lead person. Include professional data or resume outlining specific project capabilities. Information may be provided in table format when applicable.

Describe the team's experience working together and with other public agencies on similar projects. Provide a description of similar projects that the team has worked on, any awards, or other items that make the team especially qualified for this work. Identify how team members from different firms/specialties (and City personnel) will coordinate on this Project to assure the schedule is met and quality deliverables are produced.

Qualifications and Relevant Experience – Project Manager – 25 points

Please provide the following information on the proposed project personnel and experience, which qualify them to perform the work for the project.

Provide the qualifications of the consultant team's Project Manager, including their work on similar projects including Local Agency FHWA/WSDOT funded projects, the outcome of those projects, and the success in working with public clients. Provide level of effort and availability of the firm's Project Manager for this project. List other projects the proposed Project Manager is currently working on, the project's duration, and their time commitment to each project.

Provide three (3) recent references who may be contacted concerning the performance of your firm's proposed project manager. Provide email address and telephone number for each reference. It is preferred that references provided will be from projects with similar scopes of works.

Proposed Process, Team Availability and Anticipated Schedule – 15 points

The City anticipates the permitting, design and initial right-of-way tasks will take about three years. Describe the firm's process and/or approach to accomplishing the proposed scope of work within estimated timeframe, including the firm's process for Quality Assurance/Quality Control (QA/QC).

By listing persons available for this project, the Proposer is agreeing to make the personnel available to complete the work at whatever level is required to meet the project schedule. Confirm the availability of the firm and that the firm has sufficient resources to perform the consulting services in view of the firm's current and projected workload. In addition, provide the level of effort and availability of the firm's project manager and lead project personnel for this project. Provide a conceptual project schedule for completing the consultant services.

6. CONSULTANT SELECTION PROCESS

The Selection Advisory Committee (SAC) consisting of City staff and other project stakeholders, as appropriate, shall evaluate the written SOQs and shall take part in the interviews.

Part 1 of the evaluation process shall consist of the evaluation of the written Statement of Qualification (SOQ) package submitted by each Proposer. Part 1 shall result in a short-listing of Proposers who may be invited to an interview with the SAC.

In Part 2 of the evaluation process the City will conduct interviews. The result of the interviews and the SOQs will be combined to produce a final rating. Interview questions and topics may be provided to the select consultant teams.

References may be used to help clarify and verify information presented in the SOQ and interview, which may affect the rating of the respondent.

At the conclusion of Part 2, a recommendation shall be made to City management to obtain approval to begin negotiations with the selected Proposer. Contract negotiations shall then commence with the selected Proposer. The Proposers not selected shall be notified in writing of the selection outcome. If the selected Proposer and the City are unable to agree on the final scope and fee for the design services for the contract, the City reserves the right to terminate the negotiations with the selected Proposer and initiate contract negotiations with the next highest rated Proposer.

7. EVALUATION CRITERIA

Part 1 – Evaluation Criteria

Each member of the SAC shall evaluate qualifications independently on the basis of the firm's responses as it can be applied to our project needs. The SOQs shall be evaluated based on the criteria listed below. The relative weight of each Part 1 criterion is indicated in the table below. This relative weight is intended as a general indication as to which criteria are most important to the City. The City reserves the right to give each criterion such weight as it deems appropriate.

Criteria	Max Points
SOQ Cover and Cover Letter	0
Consultant Team Structure	5
Qualifications and Relevant Experience – Lead Firm and Team	55
Qualifications and Relevant Experience – Project Manager	25
Proposed Process, Team Availability and Anticipated Schedule	15
Total	100

A Selection Advisory Committee (SAC) consisting of City staff and other stakeholders, as appropriate, shall independently evaluate the SOQs. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

Part 2 – Evaluation Criteria

Following initial evaluation of the SOQs, select firms may be invited to participate in the interview process. The City will notify Proposers as soon as possible for scheduling of interviews.

The SAC will schedule the interviews with the contact persons provided in the SOQs. Additional interview information, topics of discussion, and/or supplemental questions will be provided around the time of the invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the Project Manager and key personnel that will have direct involvement with the project and to hear about their relevant experience and expertise. The City does not intend to meet with company officials unless they are to be directly involved with the project. Evaluation criteria for Part 2 will be as follows:

Criteria	Max Points
Presentation by finalist	40
Interview Discussion/Questions and Answers	60
Total	100

Final Rating

The results from Part 1 and Part 2 will be used to select the recommended consultant.

Reference Checks

References may be used to clarify and verify information presented in the SOQ and interview, and may affect the rating of the Proposer. The City reserves the right to contact references other than those submitted by the respondent.

8. CONTRACT NEGOTIATION PROCESS

The City will enter into the contract negotiation process with the selected firm based on the recommendations of the Selection Advisory Committee (SAC).

Agreement

A sample copy of a draft Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement is enclosed in Appendix F. Following contract negotiations, the agreement shall be finalized between the City and the selected consultant. The City reserves the right to amend the sample agreement at the City's sole discretion.

Scope, Budget, And Schedule

The selected consultant will meet with the City to review the project scope and timeline. Based on the meeting the selected consultant shall submit to the City within ten business days, or as directed by the Project Manager, a complete project scope and schedule, and an itemized project budget. The budget shall be supported by a list of hourly rates for personnel to be utilized under this contract. The start of project design under the awarded contract is estimated winter 2023/2024. The duration of initial design is estimated to be approximately one year.

APPENDIX A – SIGNATURE PAGE

- **Signature Page**

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Qualifications page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR QUALIFICATIONS SPECIFICATION NO. PW23-0243F Schuster Parkway Trail Project Design Support Services

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX B – ENGINEERING CHECKLIST

- **Engineering Checklist**

Engineering Design Checklist

→ 30%

- ☐ Engineer/Technician to setup project file and review scope of work
- ☐ Technician to create proper files in AutoCAD
- ☐ Engineer to provide survey request
- ☐ Engineer to prepare and send out utility letters
- ☐ Technician to import survey points into drawing and create drawing
- ☐ Initial drawing setup to include the following:
 - ☐ Point data existing utilities
 - ☐ Parcel address and or names
 - ☐ Existing surfaces and hatches
 - ☐ ROW lines
 - ☐ Profile view with existing cl profile
 - ☐ Utilities
 - ☐ Rough layout of horizontal alignment of new street with dimensions
 - ☐ Cover sheet
 - ☐ Symbol Sheet
 - ☐ Demo Sheets
 - ☐ Construction Sheets
- ☐ Engineer and Technician walk the site to check plans for accuracy
- ☐ Engineer to verify if in historic district or any other critical areas are required
- ☐ Walkthrough with other departments to finalize scope
- ☐ Technician to update utilities from utility letter responses
- ☐ Technician provide copy to survey and have them check accuracy for ROW lines

→ 60%

- ☐ All the civil plan sheets should be provided in the plan set with info for each, with notes
- ☐ Demo plans should 100% complete showing all items to be removed, with notes
- ☐ Show Future roadway alignment with right and left gutter grades and appropriate dimensions
- ☐ All utilities new and existing are shown in plan and profile views
- ☐ Cross sections are provided, existing and proposed at same corresponding stations
- ☐ Intersection Go-arounds are laid out but not all final grades are completed
- ☐ All hatching should be completed, existing and proposed
- ☐ New sidewalks, curb ramps and driveways should be shown
- ☐ Walls should be identified where needed and a rough idea of length and height should be shown but details may be missing

- ☐ Trees should be determined which need to be removed or which ones will need to be saved and provide the list to the project manager
- ☐ Daylight lines should be close to being finalized but not all dimensioned
- ☐ Curb ramp locations are shown but missing most grade details
- ☐ Most major details should be shown but may have a few more later
- ☐ Engineer should have started the calculations for the SSP
- ☐ Most notes should be shown on the plans, but may be missing a few
- ☐ Bid specifications and quantities shall be provided. Not all bid items or quantities may be finalized but a place holder should be established for the future items
- ☐ A cost estimate should be completed, some items may be missing but still provide an approximate dollar amount to establish an overall project cost

→ 90%

- ☐ Plans shall be 100% complete showing all the appropriate civil sections
- ☐ Plans shall have all the previous 60% review comments incorporated; engineer shall provide comments to all red lines in bluebeam.
- ☐ Intersection Go-arounds and detailed grades for curb ramps shall be completed
- ☐ All required notes shall be provided
- ☐ Engineer and Technician shall take one more final walk through to make sure there have been no changes to the project site and that drawings are accurate
- ☐ Engineer and Technician shall review and make sure plans are labeled and numbered correctly as shown in the index key and as described in the notes
- ☐ Specifications shall be completed
- ☐ Quantities should be completed
- ☐ An estimate should be 100% complete
- ☐ Before officially handing off for 90% review would like to have the package reviewed by another engineer and have Ramon review the Technicians work
- ☐ The SSP calculations and report should be completed and stamped by the engineer
- ☐ Provide plans, specifications and estimate to Project Manager

APPENDIX C – BLUEBEAM REVIEWS

- **Bluebeam Training Outline**

Bluebeam Training Outline

City of Tacoma, Public Works Engineering

Date: 07/22/21

Introduction

- **What is Bluebeam?**

Bluebeam is a team collaboration tool centered on document reviewing, markup, and annotation. Bluebeam allows remote team members to collaborate on document editing and review in real time, and provides useful markup and management tools.

- **How will PWE utilize Bluebeam?**

The use of Bluebeam in the Public Works Engineering department is primarily related to constructability reviews during the design phase of the project. Bluebeam can be used for any project review needs or non-project-related document sharing needs.

- **What Bluebeam is NOT?**

Bluebeam is NOT a replacement for the standard shared folders and project archives currently used by the City. Bluebeam is meant to temporarily host documents during constructability reviews and store them throughout the design phase for easy access. All documents modified in Bluebeam (with comments, questions, or annotations) should be saved to the City's archive folders for records purposes after the design phase has concluded.

- **Overview of Training**

This training session will touch on all facets of Bluebeam that pertain to the Public Works Engineering department. We will review Project Studios and Project Sessions, including how to create/manage them, and we will discuss constructability review procedures/timelines along with general commenting/annotating tips. Focused sessions will be held later with individual groups (PM's, Design, etc.) that will go into more depth on the topics most important to those respective groups.

Basic Elements of Bluebeam

[Project Studios](#)

A “Studio” in Bluebeam (referred to as a “Project Studio” moving forward) is a static repository for constructability documents like plans, quantity sheets, specifications, and anything else relevant to the review of a project.

- **How will PWE utilize Project Studios throughout the project lifecycle?**

A Project Studio is meant to remain accessible throughout the design phase of a project, and it can be used to organize review documents and store annotated copies of reviewed documents for future reference. A Project Studio does NOT replace the master records of a project on the network drive. Ultimately, any files stored within the Project Studio should be archived to the master project records on the network drive after the design phase has concluded.

- **Who has the responsibility to create/manage a Project Studio?**

Project Managers hold the primary responsibility for the creation and management of a Project Studio, including creating the studio structure, inviting users and managing permissions, uploading and managing files, archiving files, and ultimately closing the Studio at the end of the design phase.

[Project Sessions](#)

A “Session” in Bluebeam (referred to as a “Project Session” moving forward) is a temporary space that allows the owner to host time-limited reviews of project documents, such as plans, quantity sheets, and specifications.

- **How will PWE utilize Project Sessions throughout the project lifecycle?**

A Project Session is only meant to remain accessible during the review period set by the Studio/Session owner. It is important to note that once a Project Session has ended, no further comments can be made to the documents included in the Session. After a Project Session is completed, the annotated files from the review session should be archived within the associated Project Studio for future reference throughout the design phase of the project.

- **Who has the responsibility to create/manage a Project Session?**

Project Managers hold the primary responsibility for the creation and management of a Project Session, including creating the session, inviting users and managing permissions, uploading and managing files, managing the timeline of the review session, archiving the files to the studio structure and/or City shared files, and ultimately closing the Session at the end of the review session.

Constructability Review Process

Standard Review Timeline

Constructability Reviews should generally follow this timeline:

- The Project Manager will give the Construction Management and Inspection groups a minimum of two (2) weeks' notice for an upcoming constructability review.
- The Project Session should be setup to be live for two (2) weeks (unless a project's needs warrant shorter/longer review times).
- The Design Engineer will have two (2) weeks to review the annotated documents, reply to questions, and mark comments with relevant statuses prior to continuing with design work.

In most cases, a full constructability review should last up to four (4) weeks (or 20 working days) depending on specific project needs.

General Responsibilities

In most scenarios, the following responsibilities will apply:

- **Project Manager**
 - Project Studio/Session Creation and Termination
 - Project Studio/Session Management (including user invitations, uploading/organizing files, and permissions management)
 - Project Session Scheduling
 - Document Archiving and Backup
- **Design Engineer**
 - Comment Log Management (includes marking relevant statuses for every comment, replying to comments when necessary, and escalating comments or questions when necessary)
 - Change Implementation (includes implementing accepted comments/revisions into the project documents)
- **All Users**
 - Appropriate Tool Usage (reviews should use the same basic commenting tools when making annotations)
 - Personal Status Management (users should mark their status as "reviewing" or "complete" as necessary to enable the project manager to keep track of review progress)

Document Reviewing

Users should strive to use the same commenting, annotating, and markup tools so that constructability reviews remain consistent within the Public Works Engineering Department.

Adding Comments or Annotations **

- When making a text comment, the “Call-out” or “Cloud+” tool should be used
- When calling attention to a specific area of a document, the “Cloud-bubble” tool should be used
- When other markups are needed, basic geometry tools should be used such as lines and rectangles, in addition to text comments or highlights

*** In the near future, a City of Tacoma – specific tool pack will be distributed to all users which will enable all users to only use the exact same tools.*

Replying to Comments

Comments can be replied to directly by right-clicking on the comment and selecting “reply”. Otherwise, a user can reply to a parent comment, or even replies to a comment, using the item table at the bottom of the screen.

If users have made comments during the review, they should periodically check into the review session (while still active) to see if other users have replied to the comment.

Setting Statuses on Comments

The Design Engineer will have the responsibility to sort through all comments and annotations made to the document and set appropriate statuses to allow the project manager and other users to remain aware of progress.

Common statuses that should be utilized are **:

- “Reviewing” (the engineer has viewed the comment or revision and is reviewing it)
- “Accepted” (the engineer has accepted the comment or revision and plans to implement it)
- “Implemented” (the engineer has implemented the comment or revision into the master files)
- “Rejected” (the engineer has rejected the comment or revision; *follow up with the commenter is required*)

*** In the near future, a City of Tacoma – specific profile will be distributed to all users that, along with the tool pack, will enable only the above statuses to be used to keep everyone’s experience consistent.*

Personal Status Setting

All users should update their own user account status as they progress through the review. The following user statuses should be used:

- “Waiting” (the user is aware of the review session, but currently cannot begin reviewing)
- “Reviewing” (the user is actively reviewing the documents in the review session)
- “Finished” (the user has completed their review and does not plan on adding more comments or annotations)

APPENDIX D – PROJECT SURVEY REQUIREMENTS

- **Surveying General Requirements**

SURVEYING GENERAL REQUIREMENTS

- Data shall meet the following accuracy requirements:

Quality Level	Target First Return Point Density	Vertical Accuracy RMSEz (Non-vegetated, Slope <20°)	Horizontal Accuracy RMSEz) Slope <20°
n/a	30 ppsm/m ²	7.5 cm RMSEz	20 cm RMSExy

- Horizontal datum: horizontal nad83 (per City of Tacoma control network)
- Vertical datum: ngvd29 using the most recent approved geoid model from the national geodetic survey (ngs) for purposes of performing conversions from ellipsoidal heights to orthometric heights. Data to be delivered in orthometric heights.

The lidar data will be processed to produce a classified point cloud and related products.

To supplement the specifications, the following requirements will be adhered to and reflected in final product delivery.

ACQUISITION CONDITIONS	LEAF-OFF WINTER SEASON 2023 OR EARLY 2024 WITH NO SNOW ON THE GROUND
RETURNS PER PULSE	4 OR MORE
ON-GROUND BEAM DIAMETER	APPROX. 25 CM, USE NARROW DIVERGENCE SETTING IF INSTRUMENT ALLOWS
SCAN ANGLE	± 17 DEGREES (UP TO MAX. OF 60 DEGREES)
FLIGHT LINE DIRECTION	ADJACENT FLIGHT LINES FLOWN IN OPPOSING DIRECTIONS
SWATH OVERLAP	≥50% SIDELAP (100% OVERLAP)
INTENSITY VALUES	INTENSITY VALUE FOR EACH RETURN, NORMALIZED TO 16 BIT
FORMAT	LIDAR POINT CLOUDS (LAS V1.4), RASTER DEM AND DSM (GEOTIFF), BREAKLINES AND SUPPORTING DATA LAYERS IN AUTOCAD FORMAT AND LAND XML , METADATA (XML)

APPENDIX E – INSURANCE REQUIREMENTS

- **Insurance Requirements**



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Aircraft General Liability Insurance

Contractor shall maintain Aircraft Liability Insurance, with annual limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for manned aircraft, and not less than One Million Dollars (\$1,000,000) per occurrence for unmanned aircraft protecting against claims for damages in all cases where any aircraft is used on the project that is owned, leased, or chartered by any Contractor or Subcontractor of every tier.

If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable but must be provided before use of the aircraft. The City of Tacoma shall be additional insured with respect to liability arising out of the project for any acts, errors, or omissions of any Contractor or Subcontractor of every tier, whether occurring on or off the site. For the operation of unmanned aircraft, the CG 24 50 ISO endorsement to the ISO Commercial General Liability policy or equivalent may be used.

3.3 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.4 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.5 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.6 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.7 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.8 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.9 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

APPENDIX F – SAMPLE CONTRACT DOCUMENTS

- **Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement**

Local Agency A&E Professional Services Cost Plus Fixed Fee 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"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
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

Agreement Number:

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.

Agreement Number:

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

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

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

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

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

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			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 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.

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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, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) 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 economy class levels 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 WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and 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 the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total 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.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. 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 work under this AGREEMENT, contingent, if applicable, 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. 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.

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D. 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

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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 and any appropriate fixed fee percentage 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

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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 and appropriate fixed fee percentage 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.

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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. This waiver has been mutually negotiated between the Parties.

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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 amount 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.

Agreement Number:

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in 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.

Agreement Number:

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 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.

Agreement Number:

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, AGREEMENT 's, 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, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number:

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

Date

Signature

Date

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

Agreement Number:

Exhibit A Scope of Work

Project No.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

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

Agreement Number:

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

Agreement Number:

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

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

If no 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.

Agreement Number:

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Documents

- 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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
whose address is

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
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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

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

Signature

Date

Agreement Number:

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
 - 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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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 required 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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate 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 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of _____* are accurate, complete, and current as of _____**.

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

Firm:

Signature

Title

Date of Execution***:

*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.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's 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.

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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.

Agreement Number:

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) are a total of \$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 met 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 in needed regarding the claim procedures.

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

Agreement Number:

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 associated 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.

Agreement Number: