

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

Agreement Number: CCF04-24

Firm/Organization Legal Name (do not use dba's): KPFF, Inc.	
Address 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101	Federal Aid Number BHOS-31BD(001)
UBI Number 578 063 612	Federal TIN 91-0755897
Execution Date Date of the Last Party to Sign	Completion Date June 30, 2028
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Design Services, Larson Road Bridge 101 Seismic Retrofit	
Description of Work <i>Design services for Larson Road Bridge 101 Seismic Retrofit project. Provide overall project management and oversight, engineering to evaluate the seismic retrofit requirements, bridge structure design and engineering for preferred alternative seismic retrofit elements. Construction engineering and inspection support. The Larson Road Bridge 101, built in 1962, carries Larson Road over the South Slough Stillaguamish River, west of the Silvana community. The existing bridge carries a two-lane road, classified as a Minor Collector Rural Road with an ADT of 2,979 (2022) vehicles per day. The existing 304-foot long bridge is on seismic lifeline route and no convenient detour is available. The seismic retrofit project is funded by Federal Highway Administration (FHWA) administered by Washington State Department of Transportation Local Programs.</i>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 578,244.68

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the Snohomish County, hereinafter called the “AGENCY,” and the Otak, Inc. referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be

shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

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

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

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

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

If to AGENCY:

Name: Gina Moore  
Agency: Snohomish County  
Address: 3000 Rockefeller Ave M/S 607  
City: State: WA Zip: 98201  
Email: gina.moore@snoco.org  
Phone: 425-312-0559  
Facsimile: N/A

If to CONSULTANT:

Name: Greg Hess, PE, SE  
Agency: KPFF, Inc.  
Address: 1601 Fifth Avenue, Suite 1600  
City: Seattle State: WA Zip: 98101  
Email: greg.hess@kpff.com  
Phone: 206-926-0512  
Facsimile: N/A

#### **IV. Time for Beginning and Completion**

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

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

#### **V. Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES

rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

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

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

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

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

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

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

A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules

and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other



persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Commissioner pursuant to Title 48 RCW.

#### Insurance Coverage

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

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

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

Name: Gina Moore

Agency: Snohomish County

Address: 3000 Rockefeller Avenue M/S 607

City: Everett State: WA Zip: 98201

Email: Gina.Moore@snoco.org

Phone: 425-312-0559

Facsimile: N/A

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers

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

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

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

## **XX. Records Maintenance**

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

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

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any

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

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

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

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

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Signature

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Date

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Signature

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Date

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

**CONTRACT TEMPLATE ONLY**

**REVIEWED BY:**

George B. Marsh  
Deputy Prosecuting Attorney  
Date: 06/14/2023

Project No. CCF04-24

## PROJECT DESCRIPTION

This project will seismically retrofit the Larson Road Bridge 101. Larson Road Bridge 101 built in 1962 is a 3-span steel girder bridge that is 302-foot long by 30 feet wide and carries Larson Road over the South Slough Stillaguamish River west of the Silvana community. Larson Road is classified as a Minor Collector Rural Road with an ADT of 2979 for 2022. The bridge is on a seismic lifeline route and no convenient detour is available. A previous concept report done in 2023 identified the bridge as being seismically deficient and evaluated potential retrofit options.

## PROJECT OBJECTIVES

The primary goals of this project are as follows:

- Perform seismic evaluation to evaluate retrofit requirements, refine and develop Alternative Design Report
- Develop evaluation criteria, evaluate alternatives, and select preferred alternative
- Provide environmental permitting and cultural resources support services
- Provide PS&E for seismic bridge retrofit elements at 30%, 60% and 100% stages.
- Perform engineering analyses and design necessary to develop Plans, Specifications and Cost Estimate necessary to construct seismic retrofits
- Bid Support

## ANTICIPATED SCHEDULE

Notice to Proceed (NTP)	Estimated December 16, 2024
Kick-off Meeting	Estimated December 20, 2024
Survey and Geotech by County	April 2025
Alternative Design Report	May 2025
30% PSE	June 2025
60% PSE	Q4 2025
100%PSE	Q2 2026
Ad-ready PSE	Q4 2026
Construction	Summer 2027

## PROJECT TEAM

Owner	Snohomish County (“AGENCY”)
Prime Consultant	KPFF Consulting Engineers (“CONSULTANT”)
Structural Engineer	KPFF Consulting Engineers (“CONSULTANT”)
Traffic Control Plans	KPFF Consulting Engineers (“CONSULTANT”)
Survey/Civil/Geotech/Outreach/ROW	Snohomish County (“AGENCY”)
Permitting	Clearway Environmental, LLC – DBE subconsultant (“Permitting Subconsultant”)
Constructability/Cost Estimating	Ott-Sakai & Associates, LLC– DBE subconsultant (“Constructability/Cost Estimating Subconsultant”)
Cultural Resources	Aqua Terra Cultural Resources Consultant – DBE subconsultant (“Cultural Resources Subconsultant”)

## **GLOBAL ASSUMPTIONS**

- AGENCY to perform the following tasks:
  - Surveying, Geotechnical Engineering, Civil Engineering, Right-of-way, Outreach
  - Coordinate construction access with property owners.
  - Coordinate the design with WSDOT, property owners and other stakeholders.
  - Coordinate with utilities.
  - Coordinate all comments and input from other departments within the AGENCY and with permitting agencies.
  - Advertise the project for selection of a contractor.
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, addressing the situation will be extra work.
- This design scope/fee does not include construction management or technical construction support services. At the AGENCY's discretion, this contract may be amended to include additional services.
- No work shall be performed until notice-to-proceed is issued by the AGENCY.
- Based on cursory review of the project, we anticipate that all seismic retrofit work can be completed above and outside of OHW. However, this will need to be verified during preliminary engineering.
- 24-month design phase (NTP to Advertisement)
- All deliverables will be submitted electronically (e.g., PDF, Excel, Word or applicable format), unless noted otherwise within.

## **SCOPE OF WORK**

### ***TASK NO. 1.0 – PROJECT MANAGEMENT***

#### **Task 1.1 – Preparation of Contract Documents, Invoices, and Progress Reports**

CONSULTANT will submit a monthly invoice and progress report to the AGENCY. The progress report will describe the work represented by the invoice being submitted and include percentage completion and billings to date. CONSULTANT will compile the invoices and progress reports for the entire team into a single document to be submitted to the AGENCY. All payments made from the AGENCY to CONSULTANT and from CONSULTANT to DBE subconsultants will be reported by CONSULTANT in DMCS on a monthly basis.

#### **Task 1.2 – Coordination and Meetings with AGENCY**

CONSULTANT and design team members shall coordinate with the AGENCY to discuss project issues, schedule, progress, risks, review comments as well as general coordination of effort. The following project meetings are anticipated:

- CONSULTANT – 20 meetings
- Permitting Subconsultant – five meetings
- Cultural Resources Subconsultant – three meetings
- Constructability/Cost Estimating Subconsultant – three meetings

CONSULTANT will provide agenda and meeting minutes for all meetings.

#### **Task 1.3 – Internal Design Coordination and Schedule**

CONSULTANT will provide management, perform general coordination and be the main point of contact for the design team.

CONSULTANT will prepare a design schedule in Microsoft Project identifying submittal dates, AGENCY review periods, and critical path items for the design and construction phases of the project. The initial schedule will be



prepared and submitted after Notice to Proceed (NTP) and prior to the kick-off meeting. Updates will be submitted as necessary throughout the design phase.

#### **Task 1.4 – Project Quality Assurance (QA)**

CONSULTANT will provide a project-wide multi-disciplinary QA review of the project design deliverables. CONSULTANT will develop a QA/QC plan for all CONSULTANT disciplines. Subconsultants/AGENCY are responsible for developing and implementing their own QA/QC process. CONSULTANT will perform quality assurance of all subconsultant/AGENCY documents.

##### Assumptions

- The AGENCY will provide a general list of items required to be contained in within submitted invoices, including a sample invoice.
- All meetings will be virtual.

##### Deliverables

- Monthly progress reports and invoices (assume 24)
- Monthly DMCS reporting (24 months)
- Project schedule
- Meeting agendas and minutes
- QA/QC Plan

#### ***TASK NO. 2.0 – ENVIRONMENTAL/ PERMITTING (Permitting Subconsultant)***

##### **Task 2.1 – Endangered Species Act Compliance**

The CONSULTANT will provide endangered species act compliance services. The CONSULTANT will confirm which species are federally listed by NMFS and USFWS. The CONSULTANT will also provide the priority species and habitat information from (1) the Washington State Department of fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) the Washington Department of Natural Resources (WDNR), Washington Natural Heritage Program, and (3) the Snohomish County GIS. The CONSULTANT shall review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance.

If the project is determined to be eligible for endangered species act coverage under 4(d) program guidelines (for NMFS), CONSULTANT will provide documentation required to obtain coverage. A no effect letter is anticipated to be required for USFWS species. If the project is not eligible for endangered species act compliance under 4(d) (for NMFS species) then the no effect letter would also cover those species. If required, CONSULTANT will prepare a draft Biological Assessment (BA) addressing listed species, proposed species, candidate species, species of concern, and critical habitat.

The BA shall include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, effect determinations, and conservation measures.

##### Assumptions

- No net increase of pollution generating impervious surface
- No in-water work will be required

##### Deliverables

- Draft and final documentation of 4(d) coverage for Endangered Species Act compliance, if applicable

- Draft and final No Effect letter for Endangered Species Act compliance
- Draft and Final Biological Assessment, if applicable

### **Task 2.2 – Environmental Permitting Support**

CONSULTANT will develop an environmental permitting summary listing permits needed, permitting agency, criteria or trigger for the permit, and the approximate agency review timeline based on 30% design.

CONSULTANT will develop JARPA figures and the JARPA form. CONSULTANT will develop the shoreline permit application and plans. CONSULTANT will develop the flood hazard permit application and plans.

#### Assumptions

- AGENCY will develop permit applications for and obtain all federal, state, and local permits not otherwise assigned to the CONSULTANT.
- No critical areas delineation will be provided.
- No Wetland and Stream Assessment report will be provided.
- No mitigation plan will be provided.
- No NEPA or SEPA documentation or management services will be provided.

#### Deliverables

- Environmental permitting summary based on 30% PS&E
- JARPA figures for submittal to the US Army Corps of Engineers
- JARPA form for submittal to the US Army Corps of Engineers
- Shoreline permit application and plans
- Flood hazard permit application and plans

### ***TASK NO. 3.0 – COST-ESTIMATING/CONSTRUCTABILITY (Constructability/Cost Estimating Subconsultant)***

Provide constructability review, a construction schedule, and a bottoms up cost estimate for each design deliverable (30%, 60%, 90%, Bid-Ready).

#### Assumptions

- MS Projects is the scheduling software to be produce the construction schedule.
- Design team will provide estimating quantities, Constructability/Cost Estimating Subconsultant will verify
- Cost estimating software used is HCSS to produce the cost estimate.

#### Deliverables

- Constructability report, construction schedule, cost estimate at a design deliverable milestones (30%, 60%, 90%, Bid-Ready)

### ***TASK NO. 4.0 – MAINTENANCE OF TRAFFIC (CONSULTANT)***

The CONSULTANT shall prepare stamped and signed traffic control plans for construction of the bridge retrofit. Traffic Control plans shall consist of:

- An alternating single-lane closure plan for Ole Larson Road to maintain a single lane of traffic at all times. Design to evaluate the need for signalized or flagger control.
- Full Closure Detour Plan

CONSULTANT shall prepare an engineer's cost estimate for implementation of the plan and contract specifications.

Plans, specifications and estimate will be submitted for review per the development schedule defined in this Scope of Work. CONSULTANT shall respond to each review comment and incorporate changes as determined through the comment reconciliation process.

#### Assumptions

- WSDOT coordination for any detour signage required within I-5 right of way to be provided by the AGENCY.
- Public outreach by AGENCY.
- This scope of services does not include traffic control plans for minor access for geotechnical investigations or similar work.
- Preparation and submission of permits to be completed by others.

#### Deliverables

- Four drawings
  - Two drawings - Single-Lane Closure
  - Two drawings – Full Closure
- Stamped, signed traffic control plans
- Specifications
- Engineer's Cost Estimate

#### ***TASK NO. 5.0 – STRUCTURAL ENGINEERING (CONSULTANT)***

CONSULTANT will complete structural/bridge engineering/evaluation tasks for this project. Anticipated tasks include the following: site visit, structural analysis, preparation of an Alternative Design Report, final design and preparation of PS&E documents necessary to design and construct the seismic retrofit and strengthening of the existing concrete structure.

#### Design Criteria

- All bridge and foundation design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.
- All work will comply with Snohomish County, WSDOT and AASHTO guidelines. Structural design and PS&E document preparation will be in accordance with the following:
  - WSDOT Bridge Design Manual Current Edition with Active Memorandums
  - AASHTO Guide Specification for LRFD Seismic Bridge Design, 3rd Edition
  - FHWA publication FHWA-HRT-06-032 “Seismic Retrofitting Manual for Highway Structures; Part 1 – Bridges”
  - AASHTO LRFD Bridge Design Specifications, current edition at NTP
  - Washington State Standard Specifications and General Special Provisions, current edition at date of 60% PS&E submittal
- Retrofit designs shall, to the greatest extent practicable, result in post-retrofit Capacity/Demand ratios that equal or exceed 1.0. Inspection and Evaluation shall be completed in accordance with the WSDOT Bridge Inspection Manual (WSBIM) and the AASHTO Manual for Bridge Evaluation (MBE).
- The bridge shall be modeled with appropriate foundation springs at all piers and abutments.

### Assumptions

- CONSULTANT will investigate two options for strengthening the abutments: drilled shafts and micro piles. CONSULTANT will investigate two options for load transfer at the in-span hinges: link slabs and localized strengthening of the steel girders.
- The analysis will be completed using CSi Bridge, SAP2000, LPile, or Extract.
- The bridge is considered a “Recovery Bridge” (Lifeline) and will provide limited to full levels of service post design level earthquake in accordance with BDM chapter 4.

### **Task 5.1 – Alternative Design Report**

As part of this effort, CONSULTANT will perform a site visit to observe the general condition of the bridge as shown in the latest inspection report. No special access or inspection techniques will be utilized. CONSULTANT will provide a brief one-page memo summarizing visit.

CONSULTANT will prepare a brief bridge Alternative Design Report comparing retrofit alternatives. CONSULTANT will investigate a maximum of two abutment configurations (drilled shaft and micro piles) and two in-span hinge configurations (link slab and steel girder tie rods / dampers). The report will include a recommended retrofit configuration type, preliminary construction costs, and a layout of the preferred alternative.

### Deliverables

- Field Visit Memo
- Design Criteria Memo
- Alternative Design Report Draft and Final

### **Task 5.2 – Bridge PS&E Design and Documentation Preparation**

#### Assessment of Existing Structure

CONSULTANT will perform an Elastic Dynamic Analysis and non-linear static pushover analysis. The modeling will be performed using CSiBridge and will accurately represent the current state of the bridge. Foundation stiffness will also be modeled based upon geotechnical information provided by AGENCY. All analyses will conform to the requirements previously listed.

Using the information gathered from the elastic dynamic and pushover analyses, CONSULTANT will determine capacity/demand ratios for all relevant failure modes of the earthquake resisting systems. Based upon our review of the available plans, these elements will include:

- Abutments (including piles)
- Intermediate Piers & Pier Connections (including piles)
- Steel Girders & In-span Hinges

#### Retrofit C/D Ratios

The capacity/demand ratios will be used to determine which seismic retrofit methods are appropriate for this structure. From the list, a preferred alternative will be identified.

CONSULTANT will update the structural analysis model to include anticipated seismic retrofit methods. These analysis results will be used to update the C/D ratios described above.

#### Bridge PS&E Design and Document Preparation

CONSULTANT will provide structural engineering for the PS&E seismic retrofit of the bridge. The design shall include the bridge superstructure and abutments.

CONSULTANT will prepare the contract/bid documents for this project, based on the results of the design. Plans, specifications, an engineer's cost estimate and an estimate construction schedule will be prepared.

The hours under this task include preparation of documents for the structural/bridge components of the project.

#### Design Criteria

CONSULTANT will provide a summary of the design criteria used for the design of the new bridges.

##### Anticipated Structural Plan Sheet List (Sheet Count: +/- 20 Sheets)

- Plans Cover Sheet
- Sheet Index/Abbreviations
- Structural and General Notes
- Plan and Elevation
- Typical Section
- Suggested Construction Sequence (up to 2 sheets)
- Foundation Plan
- Abutment Plan, Elevation and Details (up to 2 sheets)
- Pier Plan, Elevation and Details (up to 2 sheets)
- Bearing Details
- Framing Plan
- Superstructure (In-span hinge) Retrofit Details (up to 4 sheets)
- Expansion Joint
- Bar List

##### PS&E Deliverables

- See Exhibit C, *Preparation and Delivery of Electronic Engineering and Other Data*

#### QA/QC

CONSULTANT will provide structural QA/QC for the project at each submittal for each document submitted to the AGENCY.

#### Specifications/Contract Bid Package

Project specifications will be prepared to supplement the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction.

##### Deliverables

- General Special Provisions (GSP), APWA Special Provisions, Bridge Special Provisions (BSP) and Project-Specific Special Provisions for Divisions 2-9, as they relate to structural components.
- All technical special provisions required for any non-standard bid items
- Bid List for structural elements
- See Exhibit C, *Preparation and Delivery of Electronic Engineering and Other Data*

### Engineer's Estimate

CONSULTANT will compile quantities for bid items that correspond to the structural specifications and plan set. These quantities and costs will be updated for each PS&E submittal, as noted below. They will include backup documentation for each item's quantity.

#### Assumptions

- If the preliminary analysis shows too much demand remains in the intermediate piers, then installation of bearings at the intermediate piers will be considered.

#### Deliverables

- See Exhibit C, *Preparation and Delivery of Electronic Engineering and Other Data*

### **TASK NO. 6.0 – CULTURAL RESOURCES (Cultural Resources Subconsultant)**

CONSULTANT will prepare a draft/final Area of Potential Effect memorandum for AGENCY review, approval and submittal to the WSDOT Local Programs. This memorandum will include the field methodology proposed for completing the cultural resource survey.

CONSULTANT will provide a cultural resources report to address Section 106 and Section 4(f) requirements, prepare a background review, field methodology approach, technical notification to affiliated tribes, complete field survey and documentation, inventory the bridge on a Historic Property Inventory Form, and prepare a draft/final cultural resource assessment report and cover sheet; suitable for submission to the AGENCY, WSDOT, and DAHP.

#### Deliverables

- Draft and Final APE figure and APE transmittal letter
- Preparation of an IDP (Incidental Discovery Plan)
- Draft and Final Historic Property Inventory Form and National Register recommendation
- Draft and Final Cultural Resources Report
- Section 4(f) Draft and Final

### **TASK NO. 7.0 – BID SUPPORT**

CONSULTANT will support AGENCY during project bidding period by responding to bidder questions or requests for information relayed through the AGENCY. Response to ten (10) questions is assumed.

#### Assumptions

- Post bid construction support is not included in this scope.
- Load ratings are not included in this scope.

# **Exhibit B**

## **DBE Participation Plan**

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This consultant agreement has a mandatory DBE goal of 19%. CONSULTANT will be required to report DBE information monthly at <https://wsdot.diversitycompliance.com/>.

The subconsultants are certified DBEs. Their work is anticipated to be \$118,054.81, or 20.42% of the total project budget.

Clearway Environmental, LLC: D1M0022946

Ott-Sakai & Associates, LLC: D4M0023226

Aqua Terra Cultural Resource Consultants: D2F0022310

<b>Larson Bridge 101</b>		
<b>Total Budget</b>	<b>578,244.68</b>	
	<b>DBE Budget</b>	<b>Award Percent</b>
<b>Clearway Environmental</b>	40,083.55	6.93%
<b>Ott-Sakai</b>	56,060.98	9.70%
<b>Aqua Terra</b>	21,910.28	3.79%
	<b>Total DBE</b>	<b>20.42%</b>
	1.42% Above Goal	

**Preparation and Delivery of Electronic Engineering and Other Data**

CONSULTANT shall provide documents, exhibits, electronic files\*, or other presentations to the AGENCY in the following formats upon completion of the various phases of the work:

**30% DESIGN SUBMITTAL**

Two (2) Sets	30% Review Plans (Half-size) (1 bound and 1 unbound)
One (1) Set	30% Review Plans (Full-size)
One (1) Set	30% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	30% Engineer's Estimate using AGENCY format (1 Excel and 1 PDF)
Three (3) Copies	30% Drainage Report (1 bound, 1 unbound and 1 PDF)
Three (3) Copies	Final Design Report (1 bound, 1 unbound and 1 PDF) including CONSULTANT Stamp and Signature

**60% DESIGN SUBMITTAL**

Two (2) Copies	Utility Conflict Plan/Spreadsheet (1 Excel and 1 PDF)
Two (2) Sets	60% Plans (Half-size) (1 bound and 1 unbound)
One (1) Set	60% Plans (Full-size)
One (1) Set	60% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	60% Engineer's Estimate using AGENCY format (1 Excel and 1 PDF)
Two (2) Copies	Response to AGENCY's 30% comments (1 Excel and 1 PDF)
One (1) Copy	60% Special Provisions: General and project specific (Office/Word format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the AGENCY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	60% Drainage Report (1 bound, 1 unbound and 1 PDF)

**90% DESIGN SUBMITTAL**

Two (2) Copies	Documentation of Utility Conflict Resolution (1 Excel and 1 PDF)
Two (2) Sets	90% Plans (Half-size) (1 bound and 1 unbound)
Two (2) Sets	90% Plans (Full-size)
One (1) Set	90% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	90% Engineer's Estimate using AGENCY format (1 Excel and 1 PDF)
Two (2) Copies	Updated specifications (1 Word and 1 PDF)
Two (2) Copies	Response to AGENCY's 60% comments (1 Excel and 1 PDF)
Three (3) Copies	Pre-Final Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	90% Special Provisions: General and project specific (Office/Word 2007 format via



email attachment), each special provision shall be provided as a separate file, individually named, and sent to the AGENCY via email attachment (See “Specification Development” section below)

- One (1) Copy Summary of Quantities, marked up by hand (See “Specification Development” section below)
- Three (3) Copies Stormwater Pollution Prevention Plan (1 bound, 1 unbound and 1 PDF)
- One (1) Copy Comment Response (Word format)

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

- One (1) Set Final Plans (Full-size Polypropylene)
- Two (2) Sets Final Plans (Half-size) (1 bound and 1 unbound)
- Two (2) Sets 90% Plans (Full-size)
- One (1) Set Stamped Structural Design Calculations and documentation
- Two (2) Copies Bid-ready specifications (1 Word and 1 PDF)
- Two (2) Copies Response to AGENCY’s 90% comments (1 Excel and 1 PDF)
- One (1) Set Final Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
- One (1) Set If using Data Shortcuts provide a zip file of the project Data Shortcuts
- Two (2) Copies Final Engineer’s Estimate using AGENCY format (1 Excel and 1 PDF)
- Three (3) Copies Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
- One (1) Copy Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the AGENCY via email attachment (See “Specification Development” section below)
- One (1) Copy Summary of Quantities, marked up by hand (See “Specification Development” section below)

The CONSULTANT may affix digital certificates to electronic files to certify completeness and file content ownership.

At AGREEMENT closure, all calculations, written memorandums, reports and correspondences pertaining to the project development, including those of sub-consultants, shall be submitted to the AGENCY in the form of electronic files (MS Office and PDF) and hard copies that bear names and/or signatures.

STANDARD AGENCY ENGINEERING GRAPHICS PAPER SIZES

The AGENCY will require that all plans submitted be on the appropriate paper size. Depending on the purpose/use of the drawing it will require one or more of the following sizes. Please contact the project manager to ensure you have the correct paper size for your plan submittal. The following list is a guideline, the project manager may request a paper size not listed.

- Full-size Plan Sheet: 22”x 34”
- Half-size Plan Sheet: 11”x 17”
- Record of Survey: 18”x 24”
- J.A.R.P.A.: 8.5”x 11”
- Legal Exhibits: 8.5”x 14”
- Misc. Exhibits: 8.5”x11” or 11”x17”

### SPECIFICATION DEVELOPMENT

The CONSULTANT shall be responsible to coordinate with the Project Manager when developing specifications.

### CADD STANDARDS AND AUTODESK SOFTWARE

The AGENCY intends to issue an updated version of the Public Works CADD Standards Package every February. In addition, the AGENCY may upgrade to a newer version of Autodesk civil engineering software during the term of this AGREEMENT. If this should occur and the AGENCY determines the upgrade to be a necessary requirement of this AGREEMENT, the AGENCY will notify CONSULTANT of intent to upgrade at least three (3) months prior to date when the CONSULTANT will be required to upgrade and begin using the new version.

All necessary CADD Standards files may be downloaded at: <http://snohomishcountywa.gov/205/Engineering-Services> located under "Helpful Forms and Links".

### RECORD DRAWING SUBMITTAL

The AGENCY's required Record Drawing Media Standards are outlined in Chapter 10 of the Snohomish County Engineering Design and Development Standards (EDDS). Please refer to the EDDS and use these standards when providing Record Drawings to the AGENCY. These standards may change during the life of this AGREEMENT. The CONSULTANT shall be responsible to utilize the most current version of the EDDS when Record Drawings are required.

Engineering Design and Development Standards may be downloaded at:

<http://snohomishcountywa.gov/492/Design-Standards-EDDS>

\*Electronic files can be transmitted through the consultant's ftp site, OneDrive, Google Drive, or similar. No USB drives, CD/DVD 's will be accepted.

# Exhibit D

## Prime Consultant Cost Computations

November 19, 2024		KPFF Consulting Engineers									KPFF
Larson Bridge 101		Principal	Principal	Senior Professional Engineer II	Design Engineer II	Design Engineer I	CAD Manager	Project Coordinator	Admin	Title 20	
Item	SCOPE OF WORK	\$221.27	\$221.27	\$215.21	\$164.93	\$127.94	\$168.81	\$124.31	\$100.58	\$0.00	
<b>1</b>	<b>PROJECT MANAGEMENT</b>										
1.10	Preparation of Contract Documents, Invoices and PRs		24					48			\$ 11,277.52
1.20	Coordination and Meetings with County		60	40							\$ 21,884.62
1.30	Internal Design Coordination and Schedule		60	60							\$ 26,188.91
1.40	Project Quality Assurance		12	32							\$ 9,542.08
	<b>Labor Subtotal:</b>	<b>0</b>	<b>156</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>\$ 68,893.13</b>
	<b>Reimbursables:</b>										\$ -
<b>2</b>	<b>ENVIRONMENTAL/ PERMITTING (CW)</b>										
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
	<b>Reimbursables:</b>										\$ -
<b>3</b>	<b>COST-ESTIMATING/CONSTRUCTABILITY (OS)</b>										
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
	<b>Reimbursables:</b>										\$ -
<b>4</b>	<b>MAINTENANCE OF TRAFFIC (KPFF)</b>										
4.10	Single Lane Alternating Closure Plan		3	10	24		30				\$ 11,832.37
4.20	Full Closure Detour Plan		3	15	20		30				\$ 12,248.74
4.30	Specs		1	4							\$ 1,082.13
4.40	Estimate		1	4	6						\$ 2,071.68
	<b>Labor Subtotal:</b>	<b>0</b>	<b>8</b>	<b>33</b>	<b>50</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 27,234.92</b>
	<b>Reimbursables:</b>										\$ -
<b>5</b>	<b>STRUCTURAL ENGINEERING (KPFF)</b>										
5.10	Alternative Design Report										
	Preliminary Design		2	60	200						\$ 46,340.49
	Write Report		1	8	10		20		4		\$ 7,366.70
	Site Visit		8	8							\$ 3,491.86
5.20	Bridge PS&E Design and Documentation Preparation										
	Assessment of Existing Structure		2	30	120						\$ 26,690.02
	Retrofit Elastic & Pushover Model Updates		1	12	100						\$ 19,296.38
	Retrofit C/D Ratios				30	80					\$ 19,650.47
	Retrofit Component Design		2	28	180						\$ 36,155.12
	30% Design / Calculations				20	40					\$ 10,901.31
	30% Plan Preparation		1	20	10		50				\$ 14,605.17
	60% Design / Calculations				20	80					\$ 17,498.33
	60% Plan Preparation		16	70			300				\$ 69,187.44
	100% Design / Calculations				20	40					\$ 10,901.31
	100% Plan Preparation		8				160				\$ 28,747.28
	Bid Set		2	8	4		30				\$ 7,882.17
	Special Provisions										
	Quantities and Engineering Estimate		4	10	10						\$ 4,686.47
	Comment Responses		4	8	20						\$ 5,905.29
	QA/QC		30	60	40		16				\$ 28,845.63
	<b>Labor Subtotal:</b>	<b>0</b>	<b>81</b>	<b>412</b>	<b>934</b>	<b>0</b>	<b>576</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>\$ 358,151.44</b>
	<b>Reimbursables:</b>										\$ 201.00
<b>Larson Bridge 101</b>											
Item	SCOPE OF WORK	\$221.27	\$221.27	\$215.21	\$164.93	\$127.94	\$168.81	\$124.31	\$100.58	\$0.00	
<b>6</b>	<b>CULTURAL RESOURCES (AT)</b>										
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
	<b>Reimbursables:</b>										\$ -
<b>7</b>	<b>BID SUPPORT (KPFF)</b>										
7.10	Bid Support			8	16		8				\$ 5,709.38
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 5,709.38</b>
	<b>Reimbursables:</b>										\$ -
	<b>Labor Sum:</b>	<b>0</b>	<b>245</b>	<b>585</b>	<b>1000</b>	<b>0</b>	<b>644</b>	<b>48</b>	<b>4</b>	<b>0</b>	<b>\$ 459,988.87</b>
	<b>Reimbursable Sum:</b>										<b>\$ 201.00</b>
	<b>TOTAL:</b>										<b>\$ 460,189.87</b>

## Fee Schedule

**Consultant: KPFF, Inc.**

Position Classification	Direct Salary Rate	ICR @149.22%	Profit @29.70%	Max Rate Per Hour
Principal	\$79.33	\$118.38	\$23.56	\$221.27
Senior Consultant	\$111.14	\$165.85	\$33.01	\$310.00
Associate/Project Manager	\$87.03	\$129.87	\$25.85	\$242.74
Associate/SPE II	\$77.16	\$115.14	\$22.92	\$215.21
Senior Professional Engineer II	\$79.18	\$118.15	\$23.52	\$220.85
Design Engineer II	\$59.13	\$88.23	\$17.56	\$164.93
Design Engineer I	\$45.87	\$68.45	\$13.62	\$127.94
CAD Manager	\$60.45	\$90.20	\$17.95	\$170.00
CAD Drafter II	\$55.57	\$82.92	\$16.50	\$155.00
Project Coordinator	\$44.57	\$66.51	\$13.24	\$124.31
Intern	\$33.00	\$49.24	\$9.80	\$92.04
Admin	\$36.06	\$53.81	\$10.71	\$100.58

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D without prior written consent of the AGENCY.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.



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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

October 16, 2024

KPFF, Inc.  
1601 5<sup>th</sup> Ave, Suite 1600  
Seattle, WA 98101-3665

Subject: Acceptance FYE 2024 ICR – Cognizant Review

Dear Marci Monroe-Jones:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of direct labor based on the "Cognizant Review" from Washington State Department of Transportation (WSDOT) who accepted the audit performed by Clark Nuber, P.S., as follows:

- Combined/Corporate: 148.44%
- Facilities Capital Cost of Money (FCCM): 0.78%

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

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

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

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

Regards,

  
Schatzie Harvey  
Schatzie Harvey (Oct 16, 2024 14:25 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:sms

# Exhibit E

## Sub-Consultant Cost Computations

November 19, 2024		Aqua Terra Cultural Resource Consultants						AT
Larson Bridge 101		Principal Investigator	Senior Archaeologist	CR Team Lead	Project Archaeologist	Cultural Resource Specialist	Title 20	
Item	SCOPE OF WORK	\$210.07	\$104.87	\$97.38	\$89.92	\$64.92	\$0.00	
<b>1 PROJECT MANAGEMENT</b>								
1.10	Preparation of Contract Documents, Invoices and PRs	4			12			\$1,679.28
1.20	Coordination and Meetings with County	6	2					\$1,470.18
1.30	Internal Design Coordination and Schedule	6	4					\$1,679.93
1.40	Project Quality Assurance							
Labor Subtotal:		16	6	0	12	0	0	\$4,829.40
Reimbursables:								
<b>2 ENVIRONMENTAL/ PERMITTING (CW)</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>3 COST-ESTIMATING/CONSTRUCTABILITY (OS)</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>4 MAINTENANCE OF TRAFFIC (KPF)</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>5 STRUCTURAL ENGINEERING (KPF)</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>6 CULTURAL RESOURCES (AT)</b>								
6.10	Background Research/WSDOT APE Memo	18		4	8			\$4,730.17
6.20	Field Survey				24			\$1,677.96
6.30	Historic Property Inventory/Evaluation		30	8				\$3,925.28
6.40	Section 4(f)	2	18					\$2,307.88
6.50	Draft/Final Cultural Resource Assessment		8	20	20			\$4,184.97
Labor Subtotal:		20	56	32	52	0	0	\$16,826.28
Reimbursables:								\$254.60
<b>7 BID SUPPORT (KPF)</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>8 [TASK NAME]</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>9 [TASK NAME]</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>10 [TASK NAME]</b>								
Labor Subtotal:		0	0	0	0	0	0	\$0.00
Reimbursables:								
<b>Labor Sum:</b>		<b>36</b>	<b>62</b>	<b>32</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>\$21,655.68</b>
<b>Reimbursable Sum:</b>								<b>\$254.60</b>
<b>TOTAL:</b>								<b>\$21,910.28</b>

## Fee Schedule

**Subconsultant: Aqua Terra Cultural Resource Consultants**

Position Classification	Direct Salary Rate	ICR @120.00%	Profit @29.70%	Max Rate Per Hour
Principal Investigator	\$84.13	\$100.96	\$24.99	\$210.07
Senior Archaeologist	\$42.00	\$50.40	\$12.47	\$104.87
Administrative/Office Manager	\$28.00	\$33.60	\$8.32	\$69.92
CR Team Lead	\$39.00	\$46.80	\$11.58	\$97.38
Project Archaeologist	\$28.00	\$33.60	\$8.32	\$69.92
Cultural Resource Specialist	\$26.00	\$31.20	\$7.72	\$64.92
Cultural Resource Technician	\$24.00	\$28.80	\$7.13	\$59.93
Maintenance and Operations	\$25.00	\$30.00	\$7.43	\$62.43

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit E without prior written consent of the AGENCY.

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the subconsultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.

August 13, 2024

Sarah Amell, Principal  
Aqua Terra Cultural Resource Consultants  
8525 Toney Creek Lane SW  
Olympia, WA 98512-2150

Re: Aqua Terra Cultural Resources Consultants  
Safe Harbor Indirect Cost Rate Extension

Dear Sarah:

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

We completed our risk assessment for Aqua Terra Cultural Resource Consultants in October 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Aqua Terra Cultural Resource Consultants opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Aqua Terra Cultural Resource Consultants.

Aqua Terra Cultural Resource Consultants agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,



Jarron Elter  
Agreement Compliance Audit Manager

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



November 19, 2024		Clearway Environmental							CW
Larson Bridge 101		Principal Env. Scientist/Planner	Senior Env. Scientist/Planner	Staff 3 Env. Scientist/Planner	Staff 2 Env. Scientist/Planner	Staff 1 Env. Scientist/Planner	Project Assistant	Title 20	
Item	SCOPE OF WORK	\$202.53	\$156.04	\$93.16	\$100.95	\$83.35	\$66.79	\$0.00	
<b>1</b>	<b>PROJECT MANAGEMENT</b>								
1.10	Preparation of Contract Documents, Invoices and PRs						12	\$901.54	
1.20	Coordination and Meetings with County	10	6					\$2,961.54	
1.30	Internal Design Coordination and Schedule								
1.40	Project Quality Assurance								
	<b>Labor Subtotal:</b>	<b>10</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>\$3,763.08</b>	
	Reimbursables:								
<b>2</b>	<b>ENVIRONMENTAL/ PERMITTING (CW)</b>								
2.10	Endangered Species Act Compliance	16	100	12	12			\$21,173.66	
2.20	Environmental Permitting Support	48	4	12	12	12	12	\$14,476.81	
	<b>Labor Subtotal:</b>	<b>64</b>	<b>104</b>	<b>24</b>	<b>24</b>	<b>12</b>	<b>12</b>	<b>\$35,650.47</b>	
	Reimbursables:							\$670.00	
<b>3</b>	<b>COST-ESTIMATING/CONSTRUCTABILITY (OS)</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>4</b>	<b>MAINTENANCE OF TRAFFIC (KPFF)</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>5</b>	<b>STRUCTURAL ENGINEERING (KPFF)</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>6</b>	<b>CULTURAL RESOURCES (AT)</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>7</b>	<b>BID SUPPORT (KPFF)</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>8</b>	<b>[TASK NAME]</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>9</b>	<b>[TASK NAME]</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
<b>10</b>	<b>[TASK NAME]</b>								
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>	
	Reimbursables:								
	<b>Labor Sum:</b>	<b>74</b>	<b>110</b>	<b>24</b>	<b>24</b>	<b>12</b>	<b>24</b>	<b>\$39,413.55</b>	
	<b>Reimbursable Sum:</b>							<b>\$670.00</b>	
	<b>TOTAL:</b>							<b>\$40,083.55</b>	

**Fee Schedule**

**Subconsultant: Clearway Environmental, LLC**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @120.00%</b>	<b>Profit @29.70%</b>	<b>Max Rate Per Hour</b>
Principal Env. Scientist/Planner	\$92.50	\$111.00	\$27.47	\$230.97
Senior Managing Env. Scientist/Planner	\$82.10	\$98.52	\$24.38	\$205.00
Managing Env. Scientist/Planner	\$76.00	\$91.20	\$22.57	\$189.77
Senior Env. Scientist/Planner	\$66.00	\$79.20	\$19.60	\$164.80
Staff 3 Env. Scientist/Planner	\$55.00	\$66.00	\$16.34	\$137.34
Staff 2 Env. Scientist/Planner	\$45.00	\$54.00	\$13.37	\$112.37
Staff 1 Env. Scientist/Planner	\$37.00	\$44.40	\$10.99	\$92.39
Project Assistant	\$32.00	\$38.40	\$9.50	\$79.90

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit E without prior written consent of the COUNTY.

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the subconsultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.

September 26, 2024

Chad Durand, Owner  
Clearway Environment, LLC  
5002 13<sup>th</sup> Ave S  
Seattle, WA 98108-2307

Re: Clearway Environmental, LLC  
Safe Harbor Indirect Cost Rate Extension

Dear Chad:

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

We completed our risk assessment for Clearway Environmental, LLC in July 2021. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Clearway Environmental opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

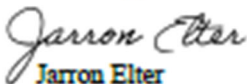
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 120% of direct labor with a field rate, where applicable, of 90% of direct labor for Clearway Environmental.

Clearway Environment agreed to improve Internal Controls and timekeeping processes to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 120%, or 90% for field office situations, for agreements entered prior to June 30, 2025. For agreements entered after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

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

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

Sincerely,



Jarron Elter  
Agreement Compliance Audit Manager

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

November 19, 2024		Ott-Sakai				OS
Larson Bridge 101		Principal	Senior Construction Specialist	Business Manager	Title 20	
Item	SCOPE OF WORK	\$265.00	\$219.99	\$129.99	\$0.00	
<b>1</b>	<b>PROJECT MANAGEMENT</b>					
1.10	Preparation of Contract Documents, Invoices and PRs			17		\$2,209.88
1.20	Coordination and Meetings with County		4			\$879.98
1.30	Internal Design Coordination and Schedule		12			\$2,839.93
1.40	Project Quality Assurance	4				\$1,082.38
	<b>Labor Subtotal:</b>	<b>4</b>	<b>16</b>	<b>17</b>	<b>0</b>	<b>\$6,792.16</b>
	Reimbursables:					
<b>2</b>	<b>ENVIRONMENTAL/ PERMITTING (CW)</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>3</b>	<b>COST-ESTIMATING/CONSTRUCTABILITY (OS)</b>					
3.10	30% PSE	10	71	3		\$18,885.54
3.20	60% PSE	10	72			\$18,495.58
3.30	90% PSE	5	49			\$12,107.71
	<b>Labor Subtotal:</b>	<b>25</b>	<b>192</b>	<b>3</b>	<b>0</b>	<b>\$49,268.82</b>
	Reimbursables:					
<b>4</b>	<b>MAINTENANCE OF TRAFFIC (KPFF)</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>5</b>	<b>STRUCTURAL ENGINEERING (KPFF)</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>6</b>	<b>CULTURAL RESOURCES (AT)</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>7</b>	<b>BID SUPPORT (KPFF)</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>8</b>	<b>[TASK NAME]</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>9</b>	<b>[TASK NAME]</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
<b>10</b>	<b>[TASK NAME]</b>					
	<b>Labor Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
	Reimbursables:					
	<b>Labor Sum:</b>	<b>29</b>	<b>208</b>	<b>20</b>	<b>0</b>	<b>\$56,060.98</b>
	<b>Reimbursable Sum:</b>					<b>\$0.00</b>
	<b>TOTAL:</b>					<b>\$56,060.98</b>

**Fee Schedule**

**Subconsultant: Ott-Sakai & Associates, LLC**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @84.49%</b>	<b>Profit @29.70%</b>	<b>Max Rate Per Hour</b>
Senior Construction Specialist	\$102.71	\$86.78	\$30.51	\$220.00
Assistant Contract Administrator	\$60.69	\$51.28	\$18.03	\$130.00
Business Manager	\$60.69	\$51.28	\$18.03	\$130.00
Construction Specialist	\$98.04	\$82.84	\$29.12	\$210.00
Principal	\$124.00	\$104.77	\$36.83	\$265.60

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit E without prior written consent of the COUNTY.

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the subconsultant with no markup. ODCs are limited to the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.

June 26, 2024

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

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Kimberly McShea:

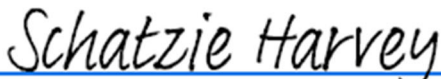
Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 84.49% of direct labor (rate include 0.06% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and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

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

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

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

Regards,



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

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

# Exhibit F - Title VI Assurances Appendix A & E

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## APPENDIX A

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

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

# **Exhibit F - Title VI Assurances Appendices A & E**

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## 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***

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<a href="#">Exhibit G-1(a)</a>	Certification of Consultant
<a href="#">Exhibit G-1(b)</a>	Certification of Snohomish County Executive
<a href="#">Exhibit G-2</a>	Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions
<a href="#">Exhibit G-3</a>	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
<a href="#">Exhibit G-4</a>	Certificate of Current Cost or Pricing Data

## Exhibit G-1(a) Certification of Consultant

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

KPFF, Inc.

whose address is

1601 Fifth Avenue, Suite 1600, Seattle, WA 98101

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- 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 Snohomish County

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.

KPFF, Inc.

Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-1(b) Certification of Snohomish County Executive

I hereby certify that I am the:

Snohomish County Executive

Executive Director

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

---

Signature

---

Date

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

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

KPFF, Inc.

Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the 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.

KPFF, Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

## Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-24-007SB are accurate, complete, and current as of June 10, 2024.

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: KPFF, Inc.

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Signature

---

Title

# **Exhibit H**

## **Liability Insurance Increase**

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### **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 \$2,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$2,000,000.

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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



## **Step 5 Forward Documents to Local Programs**

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs 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.

# Exhibit K Sample Consultant Documents

## EXHIBIT K-1 Consultant Invoice (sample)

**XYZ Company**  
PO Box 92-1  
Everett, WA 98201  
425-XXX-XXXX

Invoice Date: January 5, 2019  
 Invoice Number: 1001  
 Project Name: Puget Park Drive Extension  
 Project Number No. CC01-19  
 Period: 12/1 – 12/31/18

**TASK 1 - Project Management**

Employee Name	Job Classification	Hours Worked	Direct Salary Rate	Billing Rate	Total
James Jones	Principal	1	\$50.25	\$140.70	\$140.70
Terry Smy	Project Manager	4	\$39.98	\$111.94	\$447.76
Jake Jai	Clerical	3	\$16.00	\$44.80	\$134.40
Total Labor:					\$722.86

**TASK 2 - Design**

Employee Name	Job Classification	Hours Worked	Direct Salary Rate	Billing Rate	Total
Terry Smy	Project Manager	6	\$39.98	\$111.94	\$671.64
Dan Dell	Design Engineer	15	\$26.13	\$73.16	\$1,097.40
Cat Sams	CADD	7	\$21.33	\$59.72	\$418.04
Total Labor:					\$2,187.08
Total Labor:					\$2,909.94

**REIMBURSABLES:**

Type	Unit Cost	Quantity	Total
Mileage	\$0.56	75	\$42.00
Courier	\$11.13	1	\$11.13
Total Reimbursables:			\$53.13

**SUBCONSULTANTS:**

Type	Reference	Cost	Multiplier	Total
ABC Company	ABC Invoice No. 90430	\$10,000.00	1.00	\$10,000.00
LMN Company	LMN Invoice No. 122014	\$500.00	1.00	\$500.00
Total Subconsultants:				\$10,500.00

**TOTAL DUE THIS INVOICE:**

**\$13,463.07**

**EXHIBIT K-2**  
**Consultant Progress Report (sample)**

**PROJECT PROGRESS REPORT No. 1**

Project Name: Puget Park Drive Extension  
Client: Snohomish County Public Works – Civil  
Client Project #: 123456  
Prepared By: Terry Smy, Sr. PM  
XYZ Company

**TASKS ACCOMPLISHED:**

**Tasks Accomplished by XYZ Company:**

- Participated in a project coordination meeting at County offices on 12/5/18. Status of survey, geotechnical investigations, environmental documentation, right-of-way plan preparation, right-of-way research, channelization plan, roadway design, and drainage design were discussed. County will prepare a survey control plan and draft wetland mitigation design for inclusion in the 60% PS&E package.
- Provided County with stream relocation sketches and wetland mitigation base sheet for design.

**Tasks Accomplished by Sub-consultants:**

- ABC attended coordination meeting same date. ABC continued coordination with County on siting of proposed stormwater facilities and right-of-way requirements. Reviewed utility pothole information and revised 30% drainage profiles to minimize conflicts. Began Hydraulic Report and TESC plan for 60% PS&E (based on preferred construction staging and sequencing).
- LMN attended coordination meeting same date. Coordinated with County PM on project issues. Continued work on addressing 30% comments related to structural work.

**SCHEDULE STATUS:**

<u>Schedule Items</u>	<u>Scheduled Date</u>	<u>Actual Date</u>
Contract Completion Date	June 30, 2019	
Traffic Analysis Report	December 5, 2018	December 8, 2018
Revised Design Report	December 12, 2018	December 19, 2018

**Explanation of Variance Between Anticipated and Actual Schedule:**

*Submittal of revised Design Report was delayed pending revisions to the Traffic Analysis Report and resolution of channelization comments from the County traffic engineer and signal reviewer.*

**BUDGET STATUS:**

Maximum Amount:	\$18,364.24
Due This Invoice:	\$13,463.07
Previous Billings To-Date:	\$ 0
Remaining Authorization:	\$ 4,901.17

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

**Explanation of Comparison of Budget vs. Estimated Completion:**

*Percent of project completion is slightly behind percent of budget expended. Unforeseen delays in the approval of the channelization plan have delayed final design of the signal and drainage elements of the 60% design. Etc.*