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CONTACT PERSON: Mike Roberts
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Seattle, WA 98101
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1851322/601-815-728
TELEPHONE/FAX NUMBER: 425-420-0533/mroberts@anchorqea.com
COUNTY DEPT: DCNR-Parks Division
DEPT. CONTACT PERSON: Logan Daniels, P.E., Parks Engineer
TELEPHONE/FAX NUMBER: (425)388-6619/Logan.Daniels@snoco.org
PROJECT: Meadowdale Beach Park & Estuary Restoration
AMOUNT: \$ 790,534.48
FUND SOURCE: 309-51094621326599; 309-51094621346599
CONTRACT DURATION: Execution through 2 years from execution

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Anchor QEA, a Washington State limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide park and habitat construction management support at, Meadowdale Beach Park. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of RFQ No.003-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution by the parties (the “Effective Date”) for three years with the option to renew for two (2) additional one (1) one-year term, PROVIDED, HOWEVER, that the County’s obligations

after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$790,534.48 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Contractor shall not be liable for reuse or modification of any such

materials for purposes not included under the scope of this Agreement. Such property shall constitute “work made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Logan Daniels
Title: Parks Engineer
Department: Conservation & Natural Resources
Telephone: (425) 388-6619
Email: <Logan.Daniels@snoco.org>

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor’s work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor’s conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor’s obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000
- (v) Professional Liability: \$2,000,000 per claim and in the aggregate.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation, employer's liability, and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.
- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin,

families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and sub-tier contractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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

C. Compliance with Nondiscrimination Requirements: During the performance of this Agreement, the Contractor, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as "contractor") in interest agrees as follows:

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement as Schedule D.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement, 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 Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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 County or the federal agency to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities 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 sponsor or the federal agency, 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 Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the federal agency 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, if any. The Contractor will take action with respect to any subcontract as the County or the federal agency 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, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. With mutual agreement from the parties or provided Contractor has been found liable for such amounts in dispute binding resolution the County may deduct from the final payment due the Contractor (i) any reasonable damages, expenses or costs arising out of any such violations, breaches or non-

performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Department of Conservation and Natural Resources
6705 Puget Park Drive
Snohomish, WA 98296
Attention: Logan Daniels, P.E.
 Parks Engineer

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor: Anchor QEA, LLC
 1201 3rd Avenue, Suite 2600
 Seattle, WA 98101

Attention: Mike Roberts, P.E., CCM
 Principal-in-Charge

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information. Exceptions to this confidentiality provision include: (1) information which its already in the Contractor's possession not subject to any existing confidentiality provisions, and (2) information which, at the time of disclosure, is in the public domain by having been printed and published and available to the public libraries or other public places where such data is usually collected.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the

County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

Schedule A
Scope of Services

SCHEDULE A
SCOPE OF SERVICES
Construction Management Services
for
Meadowdale Beach Park and Habitat Construction Support Consultant Services
Contract No. RFQ -003-21SB

ANCHOR QEA, LLC. (Consultant) will provide Construction Management (CM) services to Snohomish County (Owner), for the Project known as ***Meadowdale Beach Park and Estuary Design (Project)***. These services will include consultation, contract administration, field observation, documentation, and permit oversight, as required during the construction of the Project, as detailed below. This scope of work is specific to park and habitat work or work shown on Anchor QEA plans. Work to coordinate with or oversee railroad specific work items is specifically noted in this scope of work.

Project Description: The Meadowdale Beach Park (Park) and Estuary Project, located at 15433 75th Pl W, Edmonds, Washington has been designed to address multiple impacts related to an undersized culvert conveying Lund's Gulch Creek under BNSF's dual track embankment that bisects Snohomish County owned tidelands from County-owned upland park property at Meadowdale Beach County Park. The impacts to be addressed by the project include flooding, unsustainable maintenance, fish impacts, ADA accessibility for pedestrian beach access and trespassing across railroad tracks. The overall larger project site encompasses the lower 10-acres of the 108-acre park and will include removal of the undersized culvert and railroad embankment and construction of a 5-span railroad bridge with a 100-foot opening. The work includes coordinating with other consultants (railroad and geotechnical on overlapping elements of park and habitat construction with work by the Contractor or BNSF crews on the railroad bridge as shown on the Meadowdale Railroad Bridge Civil plans and Meadowdale Railroad Bridge Structural plans prepared by Hanson Professional Services, Inc. The Designer of Record for the park and habitat elements on this project is Anchor QEA, LLC (Designer). The lead consultant team includes:

- **Park and Habitat Construction:** Anchor QEA, LLC (Prime Consultant), Salt Studio, Swenson Say Fagét, DHA Surveyors, William Stewart, and Cross Engineers, Inc.
- **Railroad Bridge:** Hanson Professional Services Inc. (Hanson)
- **Geotechnical Engineer:** Shannon & Wilson

I. CONSTRUCTION ENGINEERING SERVICES

A. Project Administration. Provide overall day-to-day management of the consultant contract and team, including:

1. Decide on best modes and frequency of communication with Owner and use them. Liaison and coordinate with Owner on a regular basis to discuss Project issues and status that affect the Consultants scope of work and budget.
2. Manage Consultant Team, comprised of Consultant's staff and subconsultants. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Owner monthly, an invoice and progress report describing Consultant Team services provided that month.

Deliverables

- Monthly invoices and progress reports (PDF format) with cashflow curve of Consultant Contract.

B. Preconstruction Services

1. Consultant kickoff with lead Consultants team (Anchor QEA, Hanson, and Shannon & Wilson), and Snohomish County. Meeting to be 2 hours and held virtually. The Owner and Consultants will review the roles, responsibilities, and key elements of the project.
2. Internal Consultant kickoff meeting. A meeting will be held with the Consultants and sub consultants to review the schedule, roles and responsibilities during the construction phase. It is estimated this meeting will be held virtually and take approximately 1 hour.
3. Attend and participate in a preconstruction meeting with the Contractor for the County's work related to the Park and Habitat Project that will be scheduled and directed by the County's Project Manager. For the Park and Habitat Project, as follows:
 - a. Owner to prepare and distribute notice(s).
 - b. Review and comment on the agenda.
 - c. Participate in the meeting.
 - d. Prepare and distribute meeting notes to attendees and affected agencies.Note: Attendance for the BNSF bridge project preconstruction meeting is addressed in Task G.

Deliverables

- Preconstruction Conference Notes for the Park and Habitat Project. Others to provide notes for the railroad bridge preconstruction meeting.

C. Construction Phase Services – Contract Administration

1. Coordination with the Owner, other lead consultants (railroad, geotechnical, and materials testing services), County, contractor, design team for this project, appropriate agencies, and utilities.
 - a. Primary contact for coordination will be the Snohomish County Parks Construction Manager.
2. Prepare a site-specific Health and Safety (H&S) Plan for the Consultant team and their subconsultants. The H&S Plan will comply with the latest state requirements for safe work during the COVID pandemic, including guidelines and special provisions from WSDOT for COVID H&S Plans. This is not intended for use by the Contractor. All Consultant field staff, including design team members visiting the project site, will review and sign off on the Health and Safety Plan.
 - a. Field staff and subconsultants will be required to obtain or have the following railroad safety cards: Photo ID issued by e-RAILSAFE, BNSF Safety Orientation Card, and any other professional licenses, or certifications required by BNSF for work within their right-of-way.
3. Attend BNSF and County Contractor safety meetings, when on site and appropriate for field assigned staff^f.
4. Provide the Owner with brief monthly construction progress reports specific to park and habitat elements, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
5. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Owner of schedule changes.
6. **Progress Meetings and Conflict Resolution Meetings.** For the habitat and estuary project, lead regular (usually weekly) progress meetings with the construction contractor, including Owner pre-briefing, and preparing weekly meeting agenda and meeting notes, and distributing copies to attendees. Track outstanding issues on a weekly basis. Attend resolution meetings,

- as needed. Meetings will be attended either in person or virtually by the CM team and members of the design team, appropriate to the stage of construction. For the railroad construction meetings, attend and participate in progress meetings (as needed).
- a. Attend Owner pre-briefing meetings: 20 meetings are assumed at 30 minutes each. Pre-briefing meeting with Owner will be attended by 3 lead consultants (Anchor QEA, Hansen, and Shannon & Wilson)
 - b. For the temporary construction and railroad bridge construction elements of the project, a total of 4 meetings are expected to be attended by the Consultant.
 - c. For the Estuary and Park construction, a total of 44 progress meetings are expected.
7. Manage **Submittal** Processⁱ. Prepare required submittal list and provide to Owner and Contractor. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor specific to park and habitat elements, for general conformance to the Contract Documents. A total of 120 submittals are used for budgeting purposes.
 8. Manage and track **RFI** (Request for Information) processⁱ. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs. This will include providing clarification and address questions by the Owner and Contractor on park elements and habitat restoration construction. Development of separate plans and/or specifications will be addressed under Task E. A total of 50 RFIs are used for budgeting purposes.
 9. **Change Management**. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Develop a time impact analysis, if needed, to determine entitlement to change(s) in the project duration. The development of plans and or specifications to support change orders is addressed in Task E – ‘Civil Engineering and Design Support’. Facilitate resolution of change orders. A total of 25 change orders are used for budgeting purposes.
 10. Monthly Pay Requests. Assist the Owner in the review of payment requests submitted by the construction contractor. Review will focus on acceptable completion of work and overall quantities or percent complete of work elements. The Owner will approve and process pay requests.
 11. Evaluate construction contractor’s Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
 12. Assist the Owner in the investigation of malfunctions or failures during construction.
 13. **As-Built Survey**: Conduct a final site survey of improvements located within park boundary area and within railroad right-of-way limited to any park/habitat related elements. Survey to include:
 - a. Site topography with point elevations and showing 2-foot contours, significant grade breaks, existing and new facilities, limits of hard surfaces, stream limits, stream cross sections and stream profile for use in the year-0 monitoring report (Post construction monitoring report is addressed in Task I).
 - b. Survey does not include tree survey or any bathymetric survey.
 14. **Record Drawings**. Review not less than monthly, the construction contractor’s redline set of contract plans for the park area. Maintain a Consultant of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the Consultant team. Use these markups to check the progress of the Contractor-prepared Record Drawings. The Consultant will incorporate these changes, the as-built survey, and related comments into a final record drawing set to be provided to the Owner in electronic format.

15. **Document Control.** Utilize Owner's document control system (TEAMS SharePoint site) and maintain document filing and tracking systems, following Owner guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
16. **Project Closeout.** Prepare Certificates of Substantial (including punch list), Physical, and Final Completion for Owner approval and signature. Review final payment for the Construction contract for Owner approval and processing.
17. **Final Records.** Compile and convey final Project records, transferring to the Owner for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records.

Deliverables

- Written correspondence
- Health and Safety Plan
- Verification of ERailSafe Certifications
- Monthly Construction Progress Reports
- Schedule Review Comments
- Meeting Agendas and Notes
- Required Submittal List
- Submittal Log
- RFI Responses and Log
- Change Order(s) Documentation
- Progress Pay Requests
- Certificates of Completion
- As-built Survey in AutoCAD and pdf
- Final records – hard copy and electronic

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the County contractor, Owner, utilities, and other stakeholders, and monitor for adherence to the Contract Documents¹.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance¹. Advise the Owner of any non-conforming work observed during site visits.
 - a. Observation of work will be conducted by the CM team as well as members of the design team on an as-needed basis and up to the limits of the established budget.
3. Prepare daily construction reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information. Daily reports will be prepared in a MS Word format agreed to by the Owner and submitted in PDF format.
 - a. Prepare calculations of constructed bid quantities in accordance with Snohomish County Parks Specifications.
4. Interpret Contract Documents, in coordination with Design team.
5. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements.
7. Attend and actively participate in regular on-site meetings.

8. Take periodic digital photographs during construction. Select progress photos will be included in progress reports.
9. **Punch List.** Upon or near substantial completion of work, coordinate with the Owner and affected agencies, to attend a site walk-thru and prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
10. Testing. Materials testing to be conducted by the Materials Testing Laboratory consultant, under separate contract. The Consultant shall review lab tests, as appropriate. Consultant will coordinate with materials testing firm to provide approved mix designs and soil gradations.

Deliverables

- Daily Construction Reports with Project photos – submitted on a daily basis when present
- Reporting associated with Erosion and Sediment Control oversight
- Calculations of completed work quantities where warranted for verifying information on Contractor's pay requests or compliance with grant requirements
- Punch List(s)

E. Civil Engineering and Design Support

1. Provide engineering design for park and habitat construction related changes or additions stamped by a currently licensed Professional Engineer in Washington State. This work will be to support the development of change orders or response to RFIs and may include the development of drawings and/or specifications. A total of 110 labor hours are assumed for this task.
2. Conduct a structural review of the existing picnic shelter and provide a memorandum with attached plans, details, and specifications (as needed) to identify recommended repairs to the facility. The structural review will be for an assessment of the current structure and not to re-structure the facility to current building codes.
3. Survey support will be provided on an as-needed basis, up to the limits of the budget. To confirm work prior to placement of major elements or to confirm as-constructed work.

Deliverables

- Email communications,
- Picnic Shelter Memorandum, Drawings and Specifications
Stamped design drawings in ACAD format and pdf and any relevant specifications in Word format.

F. Grant Related Support

1. Assist with supporting documents required by habitat and park related grants including SRFB, ESRP, ALEA, Water Access, NOAA Coastal Watershed grant, and National Estuary Program (NEP)/Coastal Watershed Grant (CWG). FRA grants will be tracked separately, see Task H.

G. Federal Railroad Administration (FRA) Grant Support

1. The consultant shall assist in the tracking of work addressed under the FRA Grant. This work is associated with the underpass trail and for the Consultants work to support the construction of the railroad bridge and underpass trail. This work will include the following:
 - a. Attend a pre-construction meeting with BNSF and other related stakeholders.

- b. Review of shop drawings for the underpass trail (including sheet piling, concrete cap) and stream bypass system for the railroad bridge construction.
- c. Construction observation of the underpass trail installation.

H. Post Construction Monitoring

1. The Consultant will prepare and provide an as-built (year 0), 1-year, 3-year, and 5-year post-construction monitoring of estuary as required by grants. The as-built plan will be prepared to document the constructed estuary and restoration onsite conditions, noting any changes to the approved estuary restoration designs (Note: as built preparation is addressed in Task C). Reports to be submitted by December 31 of the applicable year and will include field time to cross section and profile the stream, general stream and vegetative monitoring, and report preparation. As built survey data will provide needed stream cross sections and profile for year 0. The monitoring reports prepared will comply with the current version of the adopted Monitoring Plan.
2. The year 10 monitoring report is not included as part of this scope of work or budget and may be contracted separately with the Consultant or self-performed by the Owner.

Deliverables:

- Draft and Final Report for RCO, Data Management Plan (NOAA), photographs, Monitoring Reports for the As-Built, 1-year, 3-year, and 5-year of monitoring.

I. Assumptions

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 17-month period, from April 2021 through August 2022. This is intended to span the originally planned construction duration, plus time allotted for Project setup, initial temporary construction, coordination with the BSNF bridge construction, 8 months of construction for the park and estuary construction, and closeout. No overtime has been included in this estimate and on-site coverage assumes a part-time effort.
 - b. If additional budget is needed to cover such instances as the following, Owner and Consultant will negotiate a supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - c. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Owner requirements will be Extra Work.
2. Items and Services Owner will provide:
 - a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 1 staff
 - ii. conference table and chairs
 - iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color
 - iv. utilities and sanitary facilities

- c. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - d. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
3. Scope:
- a. Survey. Primary control has been previously established. Additional restaking of control points previously set will be considered extra work.
 - b. Consultant will provide observation services for the days/hours that their Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Owner, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Owner's expectations.
 - d. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - e. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Owner, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget. Potential Optional Services include:

- A. Restaking and/or changes to the one-time control and construction staking, as design changes or stakes or monuments are interfered with by construction contractor.
- B. Provide administrative and support services during construction which are not included in the above scope of services, which may include:
 1. Investigations, meetings, and negotiations with the construction contractor involving claims and legal complaints, or a significant amount of defective or rejected work. A "significant amount" would be an item that might represent more than 2.5 percent of the total contract bid amount.
 2. Additional work resulting from delinquency or insolvency of the construction contractor; or as a result of damage to the construction Project caused by fire, flood, earthquake or other acts of God, all exclusive of additional work resulting from litigation.
 3. Additional work resulting from strikes, walkouts, or other acts of trade or labor unions or work required to resolve disputes or goals involving minorities. Additional work resulting from significant delays or acceleration of the work by the construction contractor.

4. Assistance to legal, financial, or other consultants engaged by the Owner beyond the services previously described.

ⁱ For work associated with the underpass trail, that specific budget and scope of work will be tracked under Scope of Work Task H.

Schedule B
Compensation

Schedule B
Fee Amount

Project Name *Meadowdale Beach Park and Habitat Construction Support Consultant Services*
 Client Snohomish County Parks and Recreation
 Client Project No. **RFQ No. 003-21SB**
 Anchor QEA No. **tbd**
 Date Prepared **3/16/2021**
 Prepared By **Mike Roberts**

Task	Task Description	Principal \$278	Senior Manager \$246	Manager \$230	Staff 3 \$179	Staff 2 \$161	Senior CAD Designer \$141	Sr. Technical Editor \$139	Project Coordinator \$110	Total Hours	Total Labor Cost
A	Project Administration	80	0	0	0	0	0	0	82	162	\$31,260.00
B	Preconstruction Services	12	2	4		11	0	1	0	30	\$6,658.00
C	Construction Phase Services - Contract Administration	196	168	490	0	540	104	26	0	1524	\$313,734.00
D	Construction Phase Services - Field	0	15	584	220	160	0	0	0	979	\$203,150.00
E	Civil Engineering and Design Support	0	70	0	32	0	8	0	0	110	\$24,076.00
F	Grant Related Support	14	1	11	0	48	0	6	0	80	\$15,230.00
G	FRA Grant Support	8	8	16	0	6	5	1		44	\$9,682.00
H	Post Construction Monitoring	13	0	0	143	171	0	13	0	340	\$58,549.00
Total Hours		323	264	1105	395	936	117	47	82	3269	
Total Cost		\$89,794	\$64,944	\$254,150	\$70,705	\$150,696	\$16,497	\$6,533	\$9,020		
Total Anchor QEA Labor Cost											\$662,339.00
Total Subcontractor Cost - See Schedule C											\$ 114,439.00
Total Anchor QEA Reimbursable Cost - See Schedule C											\$ 13,756.48
Total Contract Amount											\$ 790,534.48

Schedule C
Expenses

Schedule C

Reimbursable Expenses

Meadowdale Beach Park and Habitat Construction Support Consultant Services

Snohomish County Parks and Recreation

RFQ No. 003-21SB

Date Prepared: 3/18/2021

Task	Task Description	Total	Total w/ 10% Markup	Subconsultants					Anchor QEA Reimbursables			
				William Stewart	Salt Studios	Swenson Say Fagét	Cross Engineers	Duane Hartmen & Assoc.	Mileage (miles)	Turbidity Meter (month)	Internet Service (Estimate)	Stream Equipment (Cost)
A	Project Administration											
B	Preconstruction Services	\$739.00	\$812.90	\$125.00	\$175.00	\$155.00	\$150.00	\$134.00	250			
C	Construction Phase Services - Contract Administration	\$72,904.00	\$80,194.40	\$1,875.00	\$38,065.00	\$17,360.00	\$6,900.00	\$8,704.00	4,800			
D	Construction Phase Services - Field	\$9,070.00	\$9,977.00	\$2,750.00	\$2,600.00	\$2,170.00	\$1,550.00		6,908	13	9	
E	Civil Engineering and Design Support	\$21,322.00	\$23,454.20			\$12,400.00		\$8,922.00				
F	Grant Related Support											
G	FRA Grant Support											
H	Post Construction Monitoring								250			2,250
Total Sub Amounts		\$104,035.00		\$4,750.00	\$40,840.00	\$32,085.00	\$8,600.00	\$17,760.00				
Markup on Subconsultants @ 10%		\$10,403.50		\$475.00	\$4,084.00	\$3,209.00	\$860.00	\$1,776.00				
Total Subconsultant Amount		\$114,438.50	\$114,438.50	\$5,225.00	\$44,924.00	\$35,294.00	\$9,460.00	\$19,536.00				

Qty	12,208	13	9	2,250
Rate	\$ 0.56	\$ 290.00	\$ 100.00	\$ 1.00
Amount	\$6,836.48	\$3,770.00	\$900.00	\$2,250.00

Total Anchor QEA Reimbursable Costs	\$13,756.48
Total Reimbursable Expenses	\$128,194.98

SCHEDULE D

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, 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:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 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 of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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); REQUIRED CERTIFICATIONS 56 of 70
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).