

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

Agreement Number: CCF03-22

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| Firm/Organization Legal Name (do not use dba's): TranTech Engineering, LLC | |
| Address 365 118th Ave SE, Suite 100, Bellevue, WA 98005 | Federal Aid Number BHM-2639(002) |
| UBI Number 602 507 862 | Federal TIN 68-0607809 |
| Execution Date Date of the Last Party to Sign | Completion Date December 31, 2026 |
| 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, Snohomish River Bridge #1 Scour Mitigation | |
| Description of Work <i>Provide all design services necessary to complete final plans, special provision preparation and estimates (PS&E), and provide Construction Phase services for Snohomish River Bridge #1 that carries Airport Way/Avenue D over the Snohomish River south of the city of Snohomish.</i> | |
| <input checked="" type="checkbox"/> Yes 19% <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: \$794,593.00 |

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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 SNOHOMISH COUNTY, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

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

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

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

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

If to AGENCY:

Name: Lori Ericsson
Agency: Snohomish County
Address: 3000 Rockefeller Ave., M/S 607
City: Everett State: WA Zip: 98201
Email: lori.ericsson@snoco.org
Phone: 425-388-3536
Facsimile: N/A

If to CONSULTANT:

Name: Kash Nikzad
Agency: TranTech Engineering, LLC
Address: 365 118th Ave SE, Suite 100
City: Bellevue State: WA Zip: 98005
Email: knikzad@trantecheng.com
Phone: 425-894-8937
Facsimile: 425-453-6779

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and 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 car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- 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.

Agreement Number:

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: Lori Ericsson
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett State: WA Zip: 98201
Email: lori.ericsson@snoco.org
Phone: 425-388-3536
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.

Signature

Date

Signature

Ken Klein
Executive Director

Date

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

BACKGROUND

Snohomish County Public Works Bridge #1 carries Airport Way/Avenue D over the Snohomish River. The 360-foot-long three span bridge was built in 1983 and consists of a 160-foot-long steel through-truss main span and two reinforced concrete girder approach spans.

This is a heavily used crossing with an Average Daily Traffic (ADT) count of 18,119 (11% trucks) and the alternate route for North and South bound SR-9 bridge.

The bridge scour evaluation was updated in November 2019. The bridge is scour critical with a NBIS/WSBIS Scour Code of 3.

Pier 3 is exposed to hydraulic conditions that can generate scour depths below pile tip elevations during any flood that nears the top of the levees, which are set at a 5-year flood level in most locations. The thalweg at the bridge is less than 4 feet above the Pier 3 shaft tips.

Snohomish County (AGENCY) has selected TranTech Engineering, LLC (CONSULTANT) team to provide engineering services for the Snohomish River Bridge #1 Scour Mitigation Project (PROJECT).

It is assumed that the AGENCY will lead any Community Outreach activities and the CONSULTANT's team will provide any needed assistance for this purpose.

Initial Scope Summary:

1. Project Management
2. Surveying – As-needed
3. Geotechnical Engineering & Report
4. Environmental Permitting
5. Cultural Resources
6. Hydrology
7. Constructability Review, Construction Schedule & Estimation
8. Traffic Control
9. Structural Design
10. Bidding Phase Support
11. Construction Phase Support

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- Washington State Department of Transportation, “Standard Specifications for Road and Bridge Construction”
- Washington State Department of Transportation, “Design Manual”
- Washington State Department of Transportation, “Bridge Design Manual”
- AASHTO LRFD Bridge design Specifications – Ninth Edition
- Washington State Department of Transportation, “Materials Laboratory Outline”
- Washington State Department of Transportation, “Construction Manual”
- Washington State Department of Transportation, “Local Agency Guidelines”
- Standard drawings prepared by County shall be used as a guide in all cases where they fit design conditions.
- WSDOT Hydraulics Manual

WORK ELEMENT 1 PROJECT MANAGEMENT

This work element includes administration of the contract between the CONSULTANT and the AGENCY, preparation of monthly progress reports and quality control, necessary for the PROJECT. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the PROJECT on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Meetings and Meeting Minutes – approximately 17 team meetings are assumed for the duration of the design activities
- Monthly Progress Reports, and Invoicing - progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
 - a. Schedule and coordinate with design team.
 - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
 - c. Maintain regular informal contact telephone discussions, and electronic mail.
 - d. Obtain, with assistance from the AGENCY, rights of entry necessary for geotechnical studies, etc.
 - e. Quality Assurance/Quality Control Plan: The CONSULTANT will provide a QA/QC Plan. The plan will provide a written description of the intended actions to verify delivery of a high-quality product to the AGENCY.

Deliverables:

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule
- QA/QC Plan

WORK ELEMENT 2 SURVEYING

This Work Element is performed by Parametrix (PARAMETRIX) to provide surveying and mapping services in support of engineering design as directed by CONSULTANT and AGENCY. Surveys may include but are not limited to: right-of-way delineation, traditional topographic surveys, aerial drone surveys, and bathymetric surveys as needed. For estimating purposes, we have assumed 5 days of field data capture along with the appropriate amount of technical time for processing and map generation. Individual tasks will be estimated on an as-needed basis.

WORK ELEMENT 3 GEOTECHNICAL ENGINEERING

This Work Element is performed by HWA Geosciences (HWA) to provide geotechnical engineering investigations and report to support the design team. The geotechnical engineering effort will include the following activities:

HWA will perform geotechnical engineering services including additional subsurface explorations and engineering analyses to inform design and construction of the proposed scour mitigation alternatives. The work will include geotechnical recommendations regarding foundation design and input for viable construction alternatives for the foundations. HWA will prepare a geotechnical report as well as a summary of geotechnical conditions as part of this task.

Note that the geotechnical explorations will likely be performed after preliminary design as the fish windows that are applicable to the site are likely to require drilling the summer of 2023. The two borings performed by the AGENCY through the bridge deck at Piers 2 and 3 in Summer 2021 will be used for the preliminary design phase of the project.

Work Element 3.1 Preliminary Geotechnical Engineering

HWA will:

- **Project Setup:** HWA will set the project up in their accounting program and will develop a health and safety plan for proposed field work.
- **Attend Project Kickoff Meeting:** HWA will attend one project kickoff meeting with the AGENCY and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes that this meeting will be a virtual meeting via Teams.
- **Collect and Review Available Geotechnical Data:** HWA will review readily available and relevant geotechnical and geologic information available for the bridge alignment. This review will include the borings provided during the RFP process, as well as online geotechnical databases, historical information about the existing bridge foundations, and existing topographic and geologic maps.
- **Site Reconnaissance:** HWA will perform a site reconnaissance to observe site surface conditions including visible soils, vegetation, and evidence of patterns of scour. Observations will be made of the abutment slopes, the levee, as well as the portions of the structure and the foundations that are visible above the river.
- **Evaluate Estimated Soil Properties Using Existing Data:** Based on the available borings, HWA will generate preliminary estimates of the soil strength and other properties needed to provide preliminary design parameters for foundation design.
- **Develop Geologic Profile at Each Pier:** HWA will develop a geologic profile at each of the two bridge piers based on the County's borings. These geologic profiles will be used to evaluate foundation capacities and lateral support for the piers.
- **Generate Seismic Design Parameters:** HWA will develop ground motion parameters, based on available borings, following the AASHTO Guide Specifications for LRFD Seismic Bridge Design and the associated modifications by the WSDOT Bridge Design Manual and the Geotechnical Design Manual.
- **Evaluate Geologic Hazards:** Based on the range of geotechnical soil properties, an evaluation of earthquake-induced geologic hazards that may affect the bridge foundation resistances will be performed. Seismic ground motion, potential for liquefaction to occur, slope stability, and settlement will be included in the geologic hazard evaluation.
- **Evaluate Potential for Liquefaction:** HWA will evaluate potential for liquefaction, lateral spreading and liquefaction-induced settlement.
- **Develop Preliminary Geotechnical Foundation Design Parameters:** HWA will generate design parameters (LPILE) to assess lateral capacities of the foundations, axial load charts, and lateral earth pressures as applicable for design of new shafts for both static and seismic conditions. The task will involve coordination with the design team to determine the impact the design seismic event will have on the structure. Applicability of seismic design to this scour mitigation project will be determined by other in the design team and the AGENCY.
- **Preliminary Geotechnical Recommendations for Shaft Design:** Provide preliminary geotechnical recommendations for design of the new shafts including minimum embedment of the shafts, minimum distance between the existing and new shafts, and provide constructability considerations that would affect the design and/or location of the proposed shafts.
- **Provide Input for Site Access and Support of Temporary Work Structures:** Based on the site conditions and requirements for temporary work structures, HWA will provide input regarding appropriate foundation types that could be used to support work bridges or provide water exclusion enclosures needed to complete work.
- **Provide Input for Preliminary Technical Memorandum:** HWA will provide a summary of the preliminary geotechnical recommendations for incorporation into the design team's deliverable for 30 percent design.

- **Project Coordination Meetings:** HWA will attend up to four (4) project coordination meetings via Teams during the preliminary phase of the project. HWA's attendance will be used to convey the geotechnical considerations of the site to the AGENCY and the design team.

Work Element 3.2 Geotechnical Explorations

- **Plan Field Exploration Program:** HWA will plan and coordinate the geotechnical exploration program for the project with the AGENCY. The exploration program will consist of conducting one geotechnical boring at each of the proposed new drilled shafts for a total for four (4) borings. These borings will be used to verify geotechnical parameters for pier design or update previously provided information if necessary. Additionally, the information obtained from the proposed borings will provide subsurface data near each pier for the contract documents. These borings would be performed using a truck or track-mounted drill rig operating from a barge or Flexifloat™.
- **Generate Exploration Work Plan Memo:** HWA will prepare an exploration work plan memorandum of our exploration program. This work plan will be submitted to the AGENCY and the design team for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as loading/unloading location to get the drill rig on the barge. The work plan can also be used as part of the submittals for any permitting that may be required prior to drilling these borings.
- **Conduct Utility Locates:** Prior to conducting our geotechnical borings, HWA will make a site visit to mark the proposed boring locations and arrange for utility locates using the Utility Notification Center. A second visit will be necessary to verify that the proposed boring locations are clear of utilities prior to perform the exploration.
- **Conduct Geotechnical Explorations:** HWA will conduct a series of four (4) geotechnical borings outside of the four existing foundation piers to identify the subsurface soil and groundwater conditions near each proposed new pier. Each geotechnical boring will be drilled with a truck or track-mounted rig from a barge and logged by an HWA geotechnical engineer or geologist. Each of these borings will be drilled to a depth of about 75 feet below ground surface.
- **Generate Boring Logs and Assign Laboratory Testing:** HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing could include moisture content, hydrometers, grain-size distribution, Atterberg Limits, and direct shear tests.
- **Review Field and Laboratory Data:** Based on the borings and the laboratory test results of selected samples, HWA will review the estimates of the soil strength and other properties to determine if any updates should be made to the values assumed for preliminary design.
- **Update Geologic Profile:** HWA will add the new borings to the geologic profile developed during the preliminary phase.

Work Element 3.3 Geotechnical Services for Final Design

- **Review and Update Geotechnical Design Parameters:** HWA will review the data from the new explorations to update foundation design parameters. This task will include collaboration with the team's structural engineers to modify and update foundation axial capacity charts and lateral resistance from the soil as required to support final design.
- **Input for Project Specifications:** HWA will provide input to specifications regarding temporary access, temporary work bridges, temporary water exclusion enclosures, and any ground disturbance needed to perform retrofit work.
- **Prepare Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will also provide design

recommendations and summarize the impacts the subsurface soils have on construction of the proposed improvements.

- Respond to AGENCY and Design Team Comments: HWA will review and respond to one round of comments received for the Geotechnical report and three rounds of comments received for the Plan set.
- Finalize the Geotechnical Engineering Report: The draft geotechnical engineering report will be updated to address all review comments and reflect all additional analysis to support final design.
- Prepare Summary of Geotechnical Conditions: HWA will prepare a technical memorandum summarizing the subsurface conditions and applicable construction considerations.
- Miscellaneous Geotechnical Analysis: HWA will provide up to 20 hours of miscellaneous geotechnical analysis to support the design team with various questions and request for additional analysis.
- Conduct Plans and Specifications Review: HWA will review the final project plans and specifications to confirm that the recommendations provided in the geotechnical engineering report have been incorporated into the contract documents.
- Project Coordination Meetings: HWA will attend up to three (3) project coordination meetings via Teams during the final design phase of this project.
- Geotechnical QA/QC: HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the AGENCY.
- Response to Permitting and Regulatory Agency Questions: HWA will provide support in responding to questions from regulatory and permitting agencies regarding the impacts of construction and geotechnical activities (up to 10 hours).
- Geotechnical Task Management: HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the AGENCY and the design team in the form of emails, fax, and telephone calls, as necessary.
- Monthly Progress Reporting: HWA will prepare monthly progress reports to accompany the invoices for the project summarizing work done during the current invoice period and update on budget status.

Assumptions:

- Site reconnaissance is limited to observation of existing topography and features; no excavation or subsurface exploration will be conducted during site reconnaissance.
- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- The barge and drilling costs are estimated at this time. As the work will likely take place in Summer 2023, it is possible that the barge and drilling costs could increase from the values provided with this scope of work.
- HWA will not install any groundwater monitoring wells at the locations of the proposed borings.
- HWA will identify utilities near the boring locations with a private utility locator and through the Washington Utility Notification Center.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- All required permits will be provided by the AGENCY/design team at no cost to the HWA.
- The borehole locations will be identified using handheld GPS units.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- No detailed soil structure interaction analyses will be completed as part of this work.
- Neither seismic or site specific PSHA nor site specific response analyses are included in this scope.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by HWA is not included.

Deliverables:

- Geotechnical Exploration Work Plan
- Draft Geotechnical Engineering Report (electronic PDF copy)
- Final Geotechnical Engineering Report (electronic PDF copy)
- Summary of Geotechnical Conditions Memorandum

WORK ELEMENT 4 ENVIRONMENTAL PERMITTING

This Work Element will be performed Confluence Environmental Company (CEC) to provide environmental permitting documentation for preapplication support for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding has been received for the project and is to be administered through WSDOT Local Programs. CEC therefore assumes that WSDOT will be the lead coordinator for NEPA and the ESA Section 7 consultation. For the purposes of this Scope of Services, CEC assumes that this project can be authorized under a NEPA Categorical Exclusion (CE). The necessary work elements associated with preapplication documentation are assumed to be:

- Work Element 4.1 Project Management and Agency/Stakeholder Coordination
- Work Element 4.2 Ordinary High Water Mark Delineations
- Work Element 4.3 Wetland Delineations
- Work Element 4.4 Categorical Exclusion Form and Supporting Documentation
- Work Element 4.5 Biological Assessment
- Work Element 4.6 Environmental Permitting

Work Element 4.1 Project Management and Agency/Stakeholder Coordination

Project Management and Agency Stakeholder Coordination will include the following sub-elements:

- Project Kick-Off Meeting
- WSDOT Highways & Local Programs and AGENCY NEPA Kickoff Meeting
- Permitting Agency and Tribal Coordination
- Project Administration

Project Kick-Off Meeting

CEC will participate in one project kick-off meeting. The Project Manager will participate in the project kick-off meeting. This scope assumes that the meeting will be up to 2 hours in length and will not require preparation of materials by CEC.

The project kick-off meeting will provide an opportunity for the team to meet, submit information requests to the AGENCY and the other firms on the team and share information already obtained.

Assumptions:

- The project kick-off meeting will be a video conference.
- The project kick-off meeting will require up to two hours.

WSDOT Local Programs (LP) and AGENCY Coordination

CEC will coordinate with WSDOT LP and AGENCY staff regarding a Kickoff Meeting to discuss the Categorical Exclusion (CE) Form and supporting documentation. In preparation for coordination with WSDOT LP and AGENCY, CEC will prepare a preliminary environmental opportunities/constraints assessment of environmental resources that occur within the project corridor/vicinity and could be potentially affected by the project. CEC will document the assessment in a Technical Memorandum with a preliminary qualitative determination of the resource areas that could potentially be affected by the project and the rationale for why these resources may or may not be

affected. The assessment will also consider the regulatory/permitting requirements that will likely be triggered by the project based upon the potential resource areas affected as well as opportunities to avoid and minimize potential impacts to certain resource areas where practicable. The Technical Memorandum will be prepared and submitted to WSDOT LP and AGENCY prior to the NEPA Kickoff Meeting.

Once the preliminary environmental opportunities/constraints assessment is complete, CEC will be available to coordinate and meet with the WSDOT LP and AGENCY staff for the NEPA Kickoff Meeting. The NEPA Kickoff Meeting may include a site visit, video conference/meeting or telephone call. This coordination with WSDOT LP staff can occur early in the process when conceptual level project details are available. CEC will coordinate with the AGENCY and CONSULTANT team to determine the appropriate time to initiate this work element. CEC will be available to coordinate with WSDOT LP staff up to twenty hours for the NEPA process.

The coordination will allow the opportunity for CEC to present a preliminary recommendation and supporting rationale to WSDOT LP staff regarding the environmental resource areas potentially affected by the project and the level of supporting documentation for the CE Form required for those environmental resource areas. The outcome of the coordination will be to present WSDOT LPs our determination on the level of supporting documentation (i.e., no supporting documentation required, technical memorandum, discipline report) for each discipline.

Assumptions:

- Preliminary environmental opportunities/constraints assessment will not require field work and will involve a desk-top survey and assessment.
- CEC Environmental Lead will be available for up to 20 hours to coordinate with WSDOT LP staff.

Deliverables:

- Draft Memorandum outlining the preliminary environmental opportunities/constraints assessment and recommended level of supporting documentation for the CE Form (electronic copy)
- Final Memorandum outlining the agreements reached with WSDOT on the level of supporting documentation for the CE Form (electronic copy)

Permitting Agency and Tribal Coordination

CEC will be available to coordinate with the permitting agencies and Tribes during the design phase, as directed by either the AGENCY and/or WSDOT LPs. CEC will not coordinate with either the permitting agencies or the Tribes without AGENCY and/or WSDOT LPs knowledge and approval. Some preliminary coordination with the permitting agencies and the Tribes will be necessary, based on the proposed scour mitigation and location in the Snohomish River. CEC will be available to prepare materials and support WSDOT LP and AGENCY during coordination with the permitting agency and Tribes. CEC will also be available to take the lead on permitting agency and Tribal coordination if requested by AGENCY.

Additionally, coordination with the Marshland Flood Control District may be warranted during the project design phase, prior to permitting to ensure the project design and construction approach will be acceptable to the Marshland Flood Control District. This will be especially important if a temporary work trestle is proposed, requiring a temporary notch be cut into the dike on the south side of the Snohomish River.

Assumptions:

- CEC Environmental Lead will be available for up to 40 hours to coordinate with the permitting agencies, Tribes and Marshland Flood Control District.

Deliverables:

- Documentation (i.e., email, memorandum) of coordination with permitting agency and tribal entities, including topics of discussion (electronic copy).

Project Administration

CEC will prepare monthly progress reports identifying work completed during the invoicing period, portion of work completed to date, period hours, period labor costs, period direct expenses, status of Work Elements, and, if Work Elements are behind schedule, how the CEC shall address this issue and bring it back into compliance with the contract. The progress reports will also identify any outstanding issues or foreseeable issues that are of concern.

The CEC project manager and financial administrator will be responsible for administering the contract, scheduling resources, handling team communication (both internally, within the project team, and with the AGENCY), responding to requests for information, preparing invoices, tracking budget, and related project management and administrative tasks.

Assumptions:

- Assumes project administration may span up to 24 months.

Deliverables:

- Monthly progress report/cover letter and invoice outlining work completed during the invoicing period, portion of work completed to date, period hours, period labor costs, period direct expenses, status of Work Elements, as well as any outstanding issues or foreseeable issues that are of concern (electronic copy)

Work Element 4.2 Ordinary High Water Mark Delineations

CEC will delineate the ordinary high water mark (OHWM) adjacent to Snohomish Bridge #1, along both sides of the Snohomish River, to meet local, state and federal permitting requirements and to provide an accurate boundary for the edge of river.

CEC will label the ordinary high water mark points and data plots on a sketch map or aerial photo base map, as well as capture delineated wetland boundaries and data plots using gps to generate shapefiles that can be incorporated into the project design.

Assumptions:

- Both banks of the Snohomish River in the vicinity of Bridge #1 will have the OHWM flagged.
- CONSULTANT will provide CEC with the limits of disturbance prior to completing the flagging of the OHWM, to ensure the OHWM is flagged along a sufficient extent of the shoreline.
- CEC will provide a sketch map and GPS points (i.e., GIS shapefile) of the ordinary high water mark and flag locations. CONSULTANT will coordinate the surveying of the flags by a professional surveyor for use in figures and impact calculations
- The U.S. Army Corps of Engineers, the Washington State Department of Ecology and Snohomish County are assumed to all have jurisdiction of the stream delineated through federal, state and local regulations, respectively.

Deliverables:

- Sketch map or aerial photo base map with ordinary high water mark data points and flag locations marked.

Work Element 4.3 Wetland Delineations

CEC will perform a reconnaissance level survey and delineate any wetlands found adjacent to Bridge # 1, along the south shore of the Snohomish River within the area of disturbance for construction of scour mitigation. Wetland delineations will be completed to meet local, state and federal permitting requirements and to provide an accurate boundary for the edge of wetlands potentially affected by the project. An accurate boundary will allow for a quantitative evaluation of potential wetland impacts associated with the project and benefits from any avoidance and minimization measures.

CEC will delineate wetlands following the methods outlined in the 1987 Corps of Engineers Wetland Delineation Manual (i.e., the ‘1987 Manual’) (Environmental Laboratory 1987), as updated by the Corps required 2008 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Environmental Laboratory 2008) and the Washington State Wetlands Identification and Delineation Manual (Washington State Department of Ecology 1997). Information to be collected will include plant community composition and cover, presence or absence of wetland hydrology and hydrology indicators, and hydric soil characteristics.

CEC will label draw wetlands and data plots on a sketch map or aerial photo base map, as well as capture delineated wetland boundaries and data plots using GPS to generate shapefiles that can be incorporated into the project design.

CEC will rate each wetland using the Washington State Wetland Rating System for Western Washington 2014 Update, per the Snohomish County Code 30.62A.140 and State requirements. Buffers associated with each wetland will also be identified per Snohomish County and State criteria. If access is necessary to private property, the AGENCY will arrange for rights-of-entry. CEC will assess wetland functions using the Washington State Wetlands Rating System for Western Washington 2014 Update.

Assumptions:

- Reconnaissance surveys/wetland delineations will be completed on the south bank of the Snohomish River in the vicinity of Bridge #1. No work or access from the north bank will be required, so no reconnaissance survey/wetland delineations along the north bank will be necessary.
- CONSULTANT will provide CEC with the limits of disturbance prior to completing the reconnaissance survey and wetland delineations, to ensure these elements cover a sufficient extent of the southern shoreline.
- CEC will provide a sketch map of the approximate boundaries of all wetlands delineated and flag locations. CONSULTANT will coordinate the surveying of the flags by a professional surveyor for use in figures and impact calculations
- The U.S. Army Corps of Engineers, the Washington State Department of Ecology and Snohomish County are assumed to all have jurisdiction of the wetlands delineated through federal, state and local regulations, respectively.

Deliverables:

- Draft and Final Wetland Delineation/Critical Areas Report will be prepared as part of Work Element 1.4, below.

Work Element 4.4 Categorical Exclusion Form and Supporting Documentation

This item will entail preparation of documents associated with regulatory compliance and environmental permitting. Per the WSDOT Environmental Manual (EM) and the WSDOT Local Programs Categorical Exclusion (CE) Guidebook, the following documentation will be prepared by CEC, which will serve as documentation of compliance with the National Environmental Policy Act (NEPA):

- Discipline Reports
- Technical Memorandum

Categorical Exclusion Form

AGENCY will prepare the Draft and Final CE Form for submittal to WSDOT/FHWA for NEPA compliance. The Draft CE Form will be submitted by AGENCY for review by WSDOT/FHWA. Comments received by WSDOT will be incorporated and addressed and such changes will constitute the Final CE Form.

Supporting documentation, such as discipline reports and technical memorandum, will be prepared by the CONSULTANT's Team and provided as attachments to the CE Form for the specific elements that require further documentation as adequate rationale for a Documented Categorical Exclusion determination under NEPA, as described in the following sub-items:

Discipline Report

A Discipline Report (Wetland Report) will be prepared by CEC per the WSDOT Local Programs CE Guidebook and the WSDOT Environmental Manual (M 31-11.25). A Cultural Resources and Floodplain and Floodways Report will be prepared by others on the CONSULTANT's team and provided as supporting documentation to the CE Form.

The level of detail and analysis provided in the Wetland Report will be "right sized" to the project and the potential effects of the project on the environmental considerations outlined below. The Wetland Report will be prepared to meet the criteria and level of detail outlined in the WSDOT Environmental Manual and any guidance provided by WSDOT LP staff through coordination. Based on the current understanding of the project, the following discipline reports are anticipated for the Bridge #1 Scour Mitigation Project:

- Wetland Report (to be prepared by CEC)
- Floodplains and Floodways (to be prepared by Watershed Science & Engineering)
- Cultural Resources (to be prepared by Willamette Cultural Resources)

Technical Memoranda

Technical Memorandum will be prepared per the WSDOT Local Programs CE Guidebook and the WSDOT Environmental Manual, but the level of detail and analysis required for the Technical Memorandum will be less than that required for a Discipline Report. The Technical Memorandum will provide more of a qualitative assessment of how the project would affect certain environmental considerations. Based on the current understanding of the project, the following technical memoranda are anticipated for the Bridge #1 Scour Mitigation Project and will be prepared by CEC:

- Rivers, Streams and Tidal Waters
- Water Quality/Stormwater

Assumptions:

- AGENCY will be responsible for preparing and submitting the DRAFT and FINAL CE Form.
- Bridge #1 Scour Mitigation Projects will not be dependent upon any other project (i.e., roadway or other development/project) to be constructed.
- No land adjacent to or potentially affected by the project was acquired with federal Land and Water Conservation Fund Act Funds, nor were any facilities/amenities on adjacent properties acquired with such federal funds; thus no 6(f) assessment will be required for this project.
- The project will not impact any park property, thus there will be no trigger for USDOT Act Section 4(f) documentation.
- All comments will be delivered to CEC by the AGENCY/CONSULTANT team and by WSDOT in consolidated, track changes format for review and incorporation into final documentation.
- Others will complete surveys and reports related to Cultural/Historic Resources, which may be used as supporting documentation for the CE Form regarding Section 106, as appropriate.
- Others will be responsible for leading compliance with the National Historic Preservation Act Section 106 process and coordinating with the Washington Department of Archaeology and Historic Preservation (DAHP) and the affected Tribes.

- Any reports prepared by HWA regarding geotechnical information may be used as supporting documentation for the CE Form regarding Geologically Hazardous Areas, as appropriate.
- Any reports prepared by Watershed Sciences regarding floodplains or floodways and potential effects of the project on the function of these features will be provided to CEC for inclusion as supporting documentation for the Draft and Final CE Form for the Bridge #1 Scour Mitigation Project.
- CONSULTANT will provide a summary of any change in the amount of existing and new impervious surface area associated with the Bridge #1 Scour Mitigation Project.
- CEC will coordinate with CONSULTANT on potential design elements that could be incorporated to avoid and minimize environmental impacts, as practicable.
- No documentation (i.e. Discipline Report or Technical Memorandum) will be required for the following environmental considerations as they either do not occur in the project vicinity or the project does not meet criteria that would require documentation: Air Quality; Aquifer Recharge Areas and Wellhead Protection Areas; Resource Lands; or Tribal Lands.
- CEC will coordinate with CONSULTANT to develop the project description and figures illustrating the proposed project for inclusion in the CE package, as well as the environmental permitting package.

Deliverables:

- Supporting Documentation for CONSULTANT and AGENCY Review (electronic copy)
- Supporting Documentation for WSDOT LP Review (electronic copy)
- Final Supporting Documentation for WSDOT/FHWA Review and Approval (electronic copy)

Work Element 4.5 Biological Assessment

CEC will prepare a Biological Assessment (BA) for the Project, per the requirements of Section 7 of the federal Endangered Species Act (ESA). The BA will follow the guidance provided in the current WSDOT Advanced BA Training Manual. The project area for the BA is considered to include the project footprint (i.e. location of construction and construction ingress/egress) and any necessary/related on-site or off-site mitigation (unless purchasing mitigation credits). The action area is considered to include the surrounding environment likely to experience “effects” from the project.

Project description is expected to include scour mitigation measures (addition of new support piling and cross-beams), a temporary work trestle on either the east side of the bridge and a construction barge on the west side of the bridge, or a work trestle on both the east and west side of the bridge, a temporary construction access notch in the levee on the south side of the bridge, construction staging and storage on the south side of the river.

The BA will outline the project description and analyze the level of direct and indirect effects, as well as the effects of interrelated and interdependent actions. The resource information presented in the BA will be based on existing information and data collected during previous site visits (e.g., wetland delineations), as applicable.

The federally protected species and their designated critical habitat to be covered in the BA and the potential impacts of the project assessed include Chinook salmon of the Puget Sound Evolutionarily Significant Unit (ESU), steelhead of the Puget Sound Distinct Population Segment (DPS) and bull trout of the Coastal/Puget Sound DPS. Other species that may be identified as occurring in the vicinity of the project will be described in the BA and a determination of No Effect will be made up-front based on the lack of suitable habitat within the project action area (e.g. northern spotted owl, marbled murrelet, streaked horned lark, yellow-billed cuckoo, grizzly bear, gray wolf and Oregon spotted frog) and an analysis for the effects of the project on these species will not be presented in the BA.

The BA will also include an analysis of Essential Fish Habitat (EFH), per the Magnuson-Stevens Fishery Management and Conservation Act (Magnuson-Stevens Act), which requires federal agencies to consult with the NMFS for actions they fund, authorize, or permit that could impact EFH for Pacific salmon, groundfish and/or coastal pelagic species. The Project could impact EFH for Pacific salmon.

CEC will prepare a draft BA that will be provided to the CONSULTANT and AGENCY for review prior to submittal to WSDOT. Comments received from CONSULTANT and the AGENCY on the Draft BA will be addressed. WSDOT will be the designated non-federal lead agency under Section 7 of the ESA; thus, the BA will be prepared per WSDOT guidance on preparation of BAs.

The Final Draft BA will address comments received from CONSULTANT and the AGENCY. The Final Draft BA will be submitted to WSDOT for review. WSDOT comments will be incorporated into the Final BA. As the designated non-federal lead agency under the ESA and the Magnuson-Stevens Act, WSDOT will be responsible for requesting and completing the Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS). WSDOT will also be responsible for consultation with NMFS per the requirements of the Magnuson-Stevens Act.

Assumptions:

- It is assumed that the project will be a formal consultation based on the extent of in-water work and require preparation of a project specific Biological Assessment. The project will not fit within any existing programmatic consultations.
- CEC will work with CONSULTANT to develop a project description, which will include volume and area of excavation and fill, existing and proposed impervious surface area, location, sizing and efficiency of stormwater treatment and detention facilities (if required) and the appropriate hydrologic and hydraulic analysis to demonstrate the potential impacts of the project of floodplain function, general construction equipment and methods, avoidance and minimization measures, timing and duration of construction activities.
- At the onset of the project, CEC will provide CONSULTANT with a list of anticipated information necessary to complete the BA.

Deliverables:

- Draft BA to CONSULTANT and the AGENCY for review (electronic copy)
- Draft Final BA to WSDOT for review (electronic copy)
- Final BA to WSDOT/FHWA for review and initiate Section 7 consultation (electronic copy)

Work Element 4.6 Environmental Permitting

CEC will prepare supporting documentation for the environmental permitting package, which will consist of a Joint Aquatic Resources Permit Application (JARPA) form as well as other permit applications and supporting documentation for the following permits:

- Clean Water Act Section 404 permit issued by the U.S. Army Corps of Engineers
- Clean Water Act Section 401 Water Quality Certification issued by the Washington Department of Ecology
- Coast Guard Bridge Permit
- Hydraulic Project Approval issued by the Washington Department of Fish and Wildlife (submitted through WDFW Apps web portal) AGENCY will do submittal via APPS
- Critical Areas Review, and
- Shoreline Permit issued by AGENCY (if required, based on potential impacts to properties with designated shorelines of the state or location of project in the floodplain of the Snohomish River)
- SEPA Checklist to be prepared by AGENCY

The JARPA Form and other permit applications and supporting documents will include a project description and will pull information from the Discipline Reports and Technical Memorandum for specific information related to wetlands and other aquatic habitats, species, and potential project impacts.

Assumptions:

- If required, mitigation for unavoidable wetland or in-water impacts will be achieved through on-site or nearby mitigation development or through the purchase of credits from an approved mitigation bank. AGENCY will determine the mitigation approach.
- The Bridge #1 Scour Mitigation Project is anticipated to apply for a Nationwide Permit from the U.S. Army Corps of Engineers. The project will not require an Individual Permit or 404(B) Alternatives Analysis.
- Documentation prepared in support of other project related environmental elements will be sufficient to fulfill the Snohomish County Critical Areas Review (i.e., the Wetlands Report, Geotechnical Report, Hydraulics Report, etc.). These documents may need to be repackaged into a single document and will include the mitigation plan.
- Snohomish County Shoreline Permit will require a Shoreline Substantial Development Permit Application, with supporting SEPA Checklist. AGENCY will be the lead for the SEPA checklist.
- AGENCY will be responsible for any permit application related fees.
- The CE Form and Supporting Documentation will contain all the information necessary to complete the environmental permit applications.
- One additional site visit with WDFW may be required prior to submitting the HPA Application. AGENCY will be lead for scheduling and participating in the site visit.
- No additional site visits, field work, analysis or assessments will be necessary to complete the environmental permit applications

Deliverables:

- Figures for JARPA, HPA and Shoreline Permit applications.
- Draft JARPA Package, Shoreline Substantial Development Permit Application Checklist, and Critical Areas Review materials for review by CONSULTANT and AGENCY [electronic copy]
- Final JARPA Package, Shoreline Substantial Development Permit Application Checklist, and Critical Areas Review materials for submittal to the appropriate permitting/regulatory agencies [electronic copy]

WORK ELEMENT 5 CULTURAL RESOURCES

This work element is performed by Willamette Cultural Resources Associates (WCRA) to provide a Cultural Resources Report in support of the Environmental Permitting activities of Work Element 4.

The work element includes the following activities:

- 5.1 Prepare report for Section 106 National Historic Preservation Act to support a FHWA decision.
- a) Prepare an area of potential effect (APE) exhibit
 - b) Field reconnaissance for cultural resources survey
 - c) Prepare cultural resources survey and other documentation as required by WSDOT Local Programs.
 - d) Assess adverse impacts and develop plan to mitigate adverse impacts.

Assumptions:

- Bridge is not over 45 years and will not be evaluated as a historic property.
- CONSULTANT will prepare draft APE correspondence and exhibits for AGENCY signature and submission to WSDOT. Draft correspondence will undergo one round of review by County.
- Field reconnaissance will include up to 8 shovel probes if applicable to the APE.
- Draft report will undergo three rounds of review.
- All deliverables will be submitted electronically.
- The north end of the bridge is located within the Snohomish Historic National Register District; CONSULTANT assumes bridge repairs will not be considered an adverse impact to the historic district.

Deliverables:

- Draft Cultural Resources Report
- Final Cultural Resources Report

WORK ELEMENT 6 HYDRAULIC & SCOUR DESIGN

This Work Element is performed by Watershed Science & Engineering (WSE) to provide Hydraulic & Scour design. The following outlines the tasks associated with this work:

WSE has been retained by CONSULTANT to assist in the design of countermeasures to protect the two intermediate piers of Snohomish River Bridge No. 1 from scour. The current plan is to design and install outrigger columns at the upstream and downstream ends of both piers which will be supported on drilled shaft foundations extending below predicted maximum scour elevations. WSE will provide hydraulic and scour analysis support to the design team.

Tasks to be completed by WSE are described below.

Work Element 6.1 Hydraulic and Scour Design Support

Data Collection and Review

WSE will gather existing data and information needed to complete hydraulic and scour analyses. Data will include but not be limited to existing FEMA flood data, a HEC-RAS 2D hydraulic model of the river recently created by WSE for the AGENCY, LiDAR, topographic and bathymetric data, bridge plans, bridge maintenance inspection reports, etc.

Assumptions:

- WSE already possesses much of these data.

Deliverables:

- Key data and information used in the analyses will be identified in the hydraulic design report.

Site Inspection

WSE staff will meet the project team on-site to examine site conditions and discuss the proposed design approach.

Assumptions:

- The inspection will take place from the land, not from a boat.

Deliverables:

- Key observations will be included in the hydraulic design report.

Work Element 6.2 Hydraulic and Scour Analyses

WSE will complete hydraulic and scour analyses to support conceptual design of up to three preliminary alternatives. WSE will continue to provide hydraulic and scour support for the selected preferred alternative through, 30, 60 and 90% design.

Assumptions:

- An alternative can be identified that satisfies AGENCY's no-rise floodplain development requirements. If one cannot be found, WSE will need to prepare a CLOMR to be submitted to FEMA for review. The scope and budget for a CLOMR are not included.

Deliverables:

- Hydraulic and scour analysis results to share with the design team.
- Hydraulic and scour analysis results for the preferred alternative will be included in the hydraulic design report.

Work Element 6.3 Meetings

It is anticipated that WSE will participate in up to 15 design and AGENCY meetings. These include:

- Up to 10 design team meetings
- Up to 5 meetings with the AGENCY

Assumptions:

- Each meeting will last one hour with an additional one-half hour provided for prep.

Deliverables:

- Figures and data to present at the meetings.

Work Element 6.4 Hydraulic Design Report

WSE will summarize the results of the hydraulic and scour analyses a hydraulic design report.

Assumptions:

- None

Deliverables:

- One draft and one final version of the report will be prepared. Reports will be delivered in electronic format, both as PDF and WORD documents.

Work Element 6.5 Environmental Permit Support

WSE will provide figures and data to Confluence to support preparation of environmental permit applications.

Assumptions:

- Most figures and data can be obtained from WSE's hydraulic design report.
- WSE will not participate in meetings with AGENCY personnel.

Deliverables:

- Figures and data

Work Element 6.6 Floodplain Development Permit and No-Rise Documentation

WSE will prepare a Flood Hazard Permit Application that includes a technical memorandum the describes the methods and results of the No-Rise analysis.

Assumptions:

- The required site plan will be obtained from CONSULTANT's draft plan set.
- AGENCY will review the document and provide consolidated comments.

Deliverables:

- Draft and Final Flood Hazard Permit.
- Draft and Final No-Rise memorandum (To be delivered in electronic format. Draft will be submitted both as PDF and WORD documents. Final will be stamped and submitted as a PDF).

Work Element 6.7 NBIS Scour Code Memorandum

WSE will prepare a one-page memorandum which describes the recommended NBIS scour code.

Assumptions:

- Memorandum will be suitable for the AGENCY to insert into their bridge maintenance files.

Deliverables:

- Stamped NBIS Scour Code memorandum.

Work Element 6.8 Administration

WSE will complete standard administrative duties such as frequent communication with the CONSULTANT project manager, preparing monthly invoices, and reviewing contract documents.

Assumptions:

- None

Deliverables:

- Monthly invoices and signed contract documents

WORK ELEMENT 7 CONSTRUCTABILITY REVIEW, CONSTRUCTION SCHEDULE, AND ESTIMATION

This work element, performed by Ott-Sakai (OS) will provide constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

7.1 Constructability Review

OS will perform constructability review of the prepared Plans, Estimate, and Specification (PS&E) package at 60%, & 90% design levels.

7.2 Construction CPM Schedule

OS will prepare construction schedule at 60% and 100% PS&E design levels.

7.3 Construction Estimation

OS will provide construction estimation cost of the design team's prepared PS&E package at 60%, 90% and 100% levels.

Assumptions:

- None

Deliverables:

- Constructability review comments for PS&E packages at 60%, & 90% design levels.
- Construction schedule at 60% and 100% levels.
- Construction estimation for PS&E packages at 60%, 90%, & 100% design levels.

WORK ELEMENT 8 - TRAFFIC CONTROL

This work element is performed by CONSULTANT to provide traffic control plans for the Contractor's use in constructing the proposed scour mitigation.

The consultant will complete traffic analysis and providing Maintenance of Traffic (MOT) plans for different stages of construction for partial closure with occasional short duration full closure options using standard synchro analysis of key intersection delay and standard travel speed.

CONSULTANT will attend up to a total of four (4) AGENCY/WSDOT/ Council meeting (s) to discuss travel routes/detour option impacts.

Attend a total of 3 team meetings to discuss what type and duration of closures are needed for which phase of the bridge reconstruction.

Attend up to 2 outreach meetings to present and discuss MOT plans.

The exact limits of the traffic control will be determined jointly between the AGENCY and the CONSULTANT. The plans will conform with MUTCD and/or WSDOT/County procedures and standard plans.

Deliverables:

- Alternative route delay comparisons
- Origin destination results for cut through verses local traffic
- MOT PS&E packages at 30%, 60%, 90%, and 100% design levels.

WORK ELEMENT 9 SCOUR MITIGATION STRUCTURAL DESIGN

This work element is performed by the CONSULTANT to provide structural design services.

All structural design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

This work element includes the following tasks:

Work Element 9.1 30% Design

As part of the 30% design, CONSULTANT will explore a minimum of three viable scour mitigation alternatives for the AGENCY's scour critical Bridge #1 based on the design team input described in prior work elements.

Following these investigations, a design Memorandum (Memo) will be prepared that will present the scour mitigation alternatives considered and the design team's recommendation for the most optimized alternative for advancement to full design. Different attributes associated with each alternative will be investigated and compared against each other and presented efficiently through a table or matrix. Some of these attributes are provided below:

- Cost
- Schedule
- Geometric constraints
- Constructability
- Permitting
- Mobility of Traffic (MOT)
- Structural benefits
- Future maintenance

A draft version of this Memo will be submitted to the AGENCY for review and approval. At AGENCY's discretion, the alternative study activities described in the Memo can be presented by the design team to the AGENCY and other stakeholders for discussion purposes.

Following AGENCY's approval, the design team will advance the design of the selected alternative to the 30% level.

As part of the 30% design activities, preliminary plans for the preferred alternative will be prepared and engineer's opinion of construction cost estimate is developed. QA/QC activities are an inherent part of this task.

Deliverables:

- Draft Alternatives Study memo
- Final Alternatives Study Memo
- Electronic submission of 30% Plans.
- Electronic submission of the 30% Engineer's Opinion of Cost.

Work Element 9.2 Final Design

Based on the 30% design documentation, the design team will prepare 60%, 90%, and 100% Plans, Specifications & Estimate (PS&E) packages.

60% PS&E

This work element item encompasses all the activities associated with the preparation of the 60% plans, engineer's opinion of construction cost, and preliminary specifications. QA/QC activities are an inherent part of this element.

Assumptions:

- CONSULTANT will provide support in responding to questions from regulatory and permitting agencies regarding the impacts of construction and geotechnical activities (up to 10 hours).
AGENCY to provide:
- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions

Deliverables:

- Electronic submission of 60% Plans.
- Electronic submission of the 60% Engineer's Opinion of Cost.
- Electronic submission of preliminary Special Provisions

90% PS&E

This task encompasses all the activities associated with the preparation of the 90% plans, special provisions and engineer's opinion of construction cost estimate (PS&E). QA/QC activities are an inherent part of this element.

Deliverables:

- Electronic submission of 90% Plans.
- Electronic submission of the 90% Engineer's Opinion of Cost.
- Electronic submission of 90% Special Provisions

100% PS&E – Bid-ready

This work element item encompasses all the activities associated with the preparation of the 100% bid-ready plans, special provisions and engineer's opinion of construction cost estimate (PS&E). QA/QC activities are an inherent part of this element.

Deliverables:

- Electronic submission of Bid-ready electronically signed Plans.
- Electronic submission of the Bid-ready Engineer's Opinion of Cost.
- Electronic submission of Bid-ready Special Provisions, Divisions 2-9
- One copy of the Quantities Estimate and Opinion of Construction Cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files

Assumptions for Work Element 9.2:

AGENCY to provide:

- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions

AGENCY will:

- Complete the picklist and assemble contract provisions with CONSULTANT's Special Provisions
- Prepare SOQ in Masterworks based on CONSULTANT's Opinion of Cost
- Publish signature-ready copies of SOQ, Proposal, Engineer's Estimate, and Specifications Package

AGENCY will require time to process CONSULTANT's Opinion of Cost into Masterworks and to combine contract provisions, which will be incorporated by CONSULTANT into the project schedule.

The Following table presents the anticipated plan sheets for the project:

| Sheet Name | PS&E Assumed Number of Sheets | PS&E Submittal Phase | | |
|--------------------------------|-------------------------------|----------------------|-----|------------|
| | | 30% | 60% | 90% & 100% |
| Cover Sheet | 1 | X | X | X |
| Index Legend and Abbreviations | 2 | | X | X |
| Site Prep and TESC | 2 | | X | X |
| Traffic Control | 4 | | X | X |
| Roadside Restoration | 2 | | X | X |
| Bridge Plan & Elevation | 2 | X | X | X |
| General Notes | 1 | | X | X |
| Construction Sequencing | 3 | X | X | X |
| Temporary Shoring | 1 | | X | X |
| Bridge Foundation Layout | 1 | X | X | X |
| Shaft Details – Piers 2 and 3 | 2 | X | X | X |
| Column Details – Piers 2 and 3 | 2 | X | X | X |
| Cap Beam Plan and Elevation | 2 | X | X | X |
| Cap Beam Details | 2 | | X | X |
| Access & Work Trestle Concept | 3 | X | X | X |
| Bar Bending Sheets | 2 | | | X |
| Restoration | 2 | | X | X |

WORK ELEMENT 10 BIDDING PHASE SUPPORT

In this work element the CONSULTANT team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as ten (10) Requests for Information and Clarifications for bidding purposes and will assist the AGENCY on any required bid Addendum packages.

WORK ELEMENT 11 CONSTRUCTION PHASE SERVICES

For this Work Element, CONSULTANT's team will provide engineer of record support services during the construction phase. At this time, it is assumed that the AGENCY will manage the construction and contract administration and provide daily inspection onsite. The services that will be required as part of this Work Element include:

- Meetings and coordination
- Site visits
- Shop drawing review
- Review and engineering for change orders, change of conditions, and value engineering cost proposal (VECP)
- Record drawings

Exhibit B

DBE Participation Plan

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

TranTech Engineering, LLC is the Prime Consultant and is a certified DBE # D2W0025137. Their anticipated utilization will comprise a minimum of 15% of the total project budget. HWA GeoSciences, Inc. (Subconsultant) is a certified DBE #D5F0024692. Their work is anticipated to utilize a minimum of 4% of the total project budget. The mandatory DBE goal for this professional service contract is 19%. TranTech and HWA's combined DBE utilization will exceed 19% of the total project budget.

Preparation and Delivery of Electronic Engineering and Other Data

CONSULTANT shall provide documents, exhibits, electronic files*, or other presentations to the COUNTY 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 COUNTY 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 COUNTY format (1 Excel and 1 PDF) |
| One (1) Copy | 60% 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 COUNTY 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 COUNTY format (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 COUNTY 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) |
| 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 COUNTY 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 |

One (1) Copy sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy Summary of Quantities, marked up by hand (See "Specification Development" section below)
One (1) Copy Comment Response (Word format)

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 COUNTY in the form of electronic files (MS Office and PDF) and hard copies that bear names and/or signatures.

STANDARD COUNTY ENGINEERING GRAPHICS PAPER SIZES

The COUNTY 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.

The Consultant Specification Development Matrix may be downloaded at:

http://www1.co.snohomish.wa.us/Departments/Public_Works/Services/Roads/ located under "Doing Business with Public Works".

CADD STANDARDS AND AUTODESK SOFTWARE

The COUNTY intends to issue an updated version of the Public Works CADD Standards Package every February. In addition, the COUNTY may upgrade to a newer version of Autodesk civil engineering software during the term of this AGREEMENT. If this should occur and the COUNTY determines the upgrade to be a necessary requirement of this AGREEMENT, the COUNTY 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 COUNTY'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 COUNTY. 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



Snohomish River Bridge No. 1 Scour Mitigation

TRANTECH TEAM BUDGET BREAKDOWN

| Task No. | | |
|-----------------------------|----------------------------------|-------------------|
| 1,8,9,10,11 | TranTech Engineering | \$ 290,982 |
| 2 | Parametrix | \$ 36,440 |
| 3 | HWA Geosciences | \$ 284,208 |
| 4 | Confluence Environmental Company | \$ 99,134 |
| 5 | Willamette Cultural Resources | \$ 7,937 |
| 6 | Watershed Science & Engineering | \$ 49,418 |
| 7 | Ott Sakai & Associates | \$ 26,475 |
| TOTAL PROJECT BUDGET | | \$ 794,593 |

| | QA/QC Engineer | PM | Senior Structural Engineer | Project Structural Engineer | Staff Structural Engineer 2 | Staff Structural Engineer 1 | Senior Civil Engineer | Construction Manager | Senior CAD Technician | Admin 3 | |
|---|-----------------|-----------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|----------------------|-----------------------|----------------|------------------|
| Work Element 1 - Project Management | | | | | | | | | | | |
| Design Team Meetings | | 24 | | | | | | | | | |
| Project Team Meetings (incl. County) | | 24 | | | | | | | | | |
| PM - Progress Reports, Schedule and Invoicing | | 24 | | | | | | | | 24 | |
| Work Element 8 - Illumination, Ped Signal and Signing | | | | | | | | | | | |
| Traffic Control | 8 | | | | | | 120 | | 80 | | |
| Work Element 9 - Structural Design | | | | | | | | | | | |
| PS&E Submittals | | | | | | | | | | | |
| 9.1 - 30% Design | | | | | | | | | | | |
| 30% P&E (plans, quantities) | | | 48 | 120 | 120 | 100 | | 16 | 40 | | |
| 30% QC Review | 24 | | | | | | | | | | |
| 9.2 - 60% Design | | | | | | | | | | | |
| 60% PS&E (plans, quantities) | | | 40 | 100 | 100 | 80 | | 16 | 80 | | |
| 60% PS&E (outline specs) | 12 | | | | 24 | | | | | 8 | |
| 60% QC Review | 24 | | | | | | | | | | |
| 9.3 - 90% Design | | | | | | | | | | | |
| 90% PS&E (plans, quantities) | | | 24 | 60 | 60 | 60 | | 16 | 80 | | |
| 90% PS&E (draft specs) | 24 | | | | 24 | | | | | 8 | |
| 90% QC Review | 24 | | | | | | | | | | |
| 9.4 - 100% Design | | | | | | | | | | | |
| 100% PS&E - Bid-ready Plans and Quantities | | | 8 | 24 | 24 | 24 | | | 40 | | |
| 100% PS&E - Bid-ready Specs | 24 | | | | 24 | | | | | | |
| 100% QC Review | 24 | | | | | | | | | 8 | |
| Work Element 10 - Bid Support Services | | | | | | | | | | | |
| Misc Coordination | | 4 | | | | | | | | | |
| Attendance at Pre-Bid Meeting | | 4 | | | | | | 4 | | | |
| Response to RFIs (Assume 10) | | 10 | | | | | | 10 | 4 | | |
| Preparation of Addendums (Assume 2) | | 4 | | | | | | | 2 | | |
| Work Element 11 - Construction Phase Services | | | | | | | | | | | |
| Efforts for this Work Element are not included in this Contract and will be scoped at a later date. | | | | | | | | | | | |
| Total Staff Hours | 164 | 94 | 120 | 304 | 376 | 264 | 120 | 62 | 326 | 48 | |
| Direct Hourly Rate (DR) | \$86.00 | \$77.07 | \$77.07 | \$70.00 | \$50.00 | \$40.00 | \$65.00 | \$77.07 | \$50.00 | \$40.00 | |
| OH @ 130.57% of Direct Rate | \$112.29 | \$100.63 | \$100.63 | \$91.40 | \$65.29 | \$52.23 | \$84.87 | \$100.63 | \$65.29 | \$52.23 | |
| Fixed Fee of 28.93% of Direct Rate | \$24.88 | \$22.30 | \$22.30 | \$20.25 | \$14.47 | \$11.57 | \$18.80 | \$22.30 | \$14.47 | \$11.57 | |
| Fully Burdened Rate (DR+OH+FF) | \$223.17 | \$200.00 | \$200.00 | \$181.65 | \$129.75 | \$103.80 | \$168.68 | \$200.00 | \$129.75 | \$103.80 | |
| TOTAL LABOR COSTS: | \$36,600 | \$18,800 | \$24,000 | \$55,222 | \$48,786 | \$27,403 | \$20,241 | \$12,400 | \$42,299 | \$4,982 | \$290,732 |

| Direct Expenses | | | |
|------------------------------|-------|---------------|-----------------|
| Item | Units | Cost per Unit | Total |
| Mileage | 400 | \$0.625 | \$250.00 |
| Total Direct Expenses | | | \$250.00 |

Total: \$290,982

Fee Schedule

Consultant: TranTech Engineering, LLC

| Position Classification | Direct Salary Rate | ICR @130.57% | Profit @28.93% | Max Rate Per Hour |
|----------------------------------|--------------------|--------------|----------------|-------------------|
| Office Assistant | \$24.43 | \$31.90 | \$7.07 | \$63.40 |
| Administrative 1 | \$24.43 | \$31.90 | \$7.07 | \$63.40 |
| Administrative 2 | \$37.38 | \$48.81 | \$10.81 | \$97.00 |
| Administrative 3 | \$45.86 | \$59.88 | \$13.27 | \$119.00 |
| Office Engineer | \$53.92 | \$70.40 | \$15.60 | \$139.92 |
| CAD Technician | \$45.47 | \$59.37 | \$13.16 | \$118.00 |
| Senior CAD Technician | \$50.33 | \$65.72 | \$14.56 | \$130.61 |
| Staff Structural Engineer 1 | \$50.33 | \$65.72 | \$14.56 | \$130.61 |
| Staff Structural Engineer 2 | \$53.92 | \$70.40 | \$15.60 | \$139.92 |
| Project Structural Engineer | \$71.90 | \$93.88 | \$20.80 | \$186.58 |
| Senior Structural Engineer | \$77.07 | \$100.63 | \$22.30 | \$200.00 |
| Project Manager | \$77.07 | \$100.63 | \$22.30 | \$200.00 |
| Construction Inspector | \$53.92 | \$70.40 | \$15.60 | \$139.92 |
| Construction Senior Inspector | \$71.90 | \$93.88 | \$20.80 | \$186.58 |
| Construction Manager | \$77.07 | \$100.63 | \$22.30 | \$200.00 |
| Resident Engineer | \$67.44 | \$88.05 | \$19.51 | \$175.00 |
| Principal Engineer | \$100.19 | \$130.82 | \$28.99 | \$260.00 |
| Marine Engineer | \$74.37 | \$97.11 | \$21.52 | \$193.00 |
| Staff Civil Engineer | \$47.93 | \$62.58 | \$13.87 | \$124.38 |
| Project Civil Engineer | \$59.91 | \$78.22 | \$17.33 | \$155.47 |
| Senior Civil Engineer | \$71.90 | \$93.88 | \$20.80 | \$186.58 |
| Specialty Technician | \$50.87 | \$66.42 | \$14.72 | \$132.00 |
| Bridge Rehabilitation Specialist | \$68.26 | \$89.13 | \$19.75 | \$177.13 |
| Bridge Technician 2 | \$41.23 | \$53.84 | \$11.93 | \$107.00 |
| QA/QC Engineer | \$99.09 | \$129.38 | \$28.67 | \$257.14 |
| ROW Manager | \$73.22 | \$95.60 | \$21.18 | \$190.00 |

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 COUNTY.

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.



July 22, 2022

Tran Tech Engineering, LLC
12011 NE 1st street, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Kash Nikzad:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 130.57% of direct labor. 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) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

Exhibit E - Subconsultant Cost Computations

Snohomish River Bridge No. 1 Scour Mitigation
Environmental Permitting - Confluence Environmental Company

| | Managing Sr | Senior Scientist | Project Scientist 2 | Accounting Manager | Editor | Total |
|--|--------------------|--------------------|---------------------|--------------------|-------------------|-----------------|
| Work Element 4 - Environmental Permitting | | | | | | |
| 4.1 Project Management and Agency/Stakeholder Coordination | 56 | 16 | | 18 | | 90 |
| 4.2 Ordinary High Water Mark Delineations | 8 | 12 | 12 | | 2 | 34 |
| 4.3 Wetland Delineations | 8 | 24 | 32 | | 6 | 70 |
| 4.4 CatEx Form and Supporting Documentation | 96 | 80 | 40 | | 40 | 256 |
| 4.5 Biological Assessment | 40 | 24 | 24 | | 8 | 96 |
| 4.6 Environmental Permitting | 80 | 40 | 40 | | 16 | 176 |
| | | | | | | 0 |
| | | | | | | 0 |
| Total Staff Hours | 288 | 196 | 148 | 18 | 72 | 722 |
| Direct Hourly Rate (DR) | \$61.60 | \$57.33 | \$32.93 | \$46.03 | \$45.54 | |
| OH @ 129.6% of Direct Rate | \$79.83 | \$74.30 | \$42.68 | \$59.65 | \$59.02 | |
| Fixed Fee of 28.93% of Direct Rate | \$17.82 | \$16.59 | \$9.53 | \$13.32 | \$13.17 | |
| Fully Burdened Rate (DR+OH+FF) | \$159.25 | \$148.22 | \$85.13 | \$119.00 | \$117.73 | |
| TOTAL LABOR COSTS: | \$45,865.29 | \$29,050.19 | \$12,599.82 | \$2,142.02 | \$8,476.89 | \$98,134 |

| Direct Expenses | | | |
|------------------------------|-------|---------------|-------------------|
| Item | Units | Cost per Unit | Total |
| Mileage | 800 | \$0.625 | \$500.00 |
| GPS rental equipment | 3 | LUMP SUM EST | \$500.00 |
| Total Direct Expenses | | | \$1,000.00 |

Grand Total: \$99,134

Fee Schedule

Subconsultant: Confluence Environmental Company

| Position Classification | Direct Salary Rate | ICR @129.60% | Profit @28.93% | Max Rate Per Hour |
|---------------------------|--------------------|--------------|----------------|-------------------|
| Senior Principal | \$100.00 | \$129.60 | \$28.93 | \$258.53 |
| Principal | \$80.00 | \$103.68 | \$23.14 | \$206.82 |
| Managing Senior Scientist | \$65.00 | \$84.24 | \$18.80 | \$168.04 |
| Senior Scientist | \$62.00 | \$80.35 | \$17.94 | \$160.29 |
| Project Scientist 3 | \$45.00 | \$58.32 | \$13.02 | \$116.34 |
| Project Scientist 2 | \$40.00 | \$51.84 | \$11.57 | \$103.41 |
| Project Scientist 1 | \$35.00 | \$45.36 | \$10.13 | \$90.49 |
| Staff Scientist | \$30.00 | \$38.88 | \$8.68 | \$77.56 |
| Accounting Manager | \$46.03 | \$59.65 | \$13.32 | \$119.00 |
| Administrative | \$37.52 | \$48.63 | \$10.85 | \$97.00 |
| Editor | \$49.51 | \$64.17 | \$14.32 | \$128.00 |
| Research Assistant | \$25.00 | \$32.40 | \$7.23 | \$64.63 |

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:

| 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.

July 5, 2022

Confluence Environmental Company
146 N Canal Street, Suite 111
Seattle, WA 98103

Subject: Acceptance FYE 2021 ICR – Audit Office Review

Dear Nora Burton:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2021 Indirect Cost Rate (ICR) of 129.60% of direct labor (rate includes 0.01% 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) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;



ERIK K. JONSON
Contract Services Manager

EKJ:ah

PROPOSED WORK SCOPE:
 See Scope Document provided July 7, 2022

ESTIMATED HWA LABOR:

| WORK Element 3- Geotechnical Engineering | 2022 PERSONNEL & HOURLY RATES | | | | | | | | | TOTAL | DIRECT LABOR |
|---|-------------------------------|----------------------------|--------------------------|-------------------------|-------------------------|-------------------|------------------------|------------------------|--|------------|------------------|
| | Principal IX | Geotechnical Engineer VIII | Geotechnical Engineer VI | Geotechnical Engineer V | Geotechnical Engineer I | CAD | Contract Administrator | Administrative Support | | | |
| | Boirum | Gillie | Brodahl | Saidin | Mahmood | Fry | Babko | Murphy | | HOURS | AMOUNT |
| 3.1 Preliminary Geotechnical Engineering | 6 | 43 | 4 | 77 | 36 | 8 | 2 | 0 | | 176 | |
| Project Setup | | 2 | | | | | 2 | | | 4 | \$225 |
| Project Kickoff Meeting | | 4 | | 4 | | | | | | 8 | \$528 |
| Collect and Review Available Geotechnical Data | | 2 | | 8 | 2 | | | | | 12 | \$667 |
| Perform Site Reconnaissance | | 5 | | 5 | | | | | | 10 | \$661 |
| Evaluate Estimated Soil Properties Using Existing Data | | 4 | 2 | 6 | | | | | | 12 | \$778 |
| Develop Geologic Profile along Bridge Alignment | | | | 2 | 8 | 8 | | | | 18 | \$648 |
| Generate Seismic Design Ground Motion Parameters: | | | | 2 | 4 | | | | | 6 | \$255 |
| Evaluate Geologic Hazards | | 4 | | 8 | | | | | | 12 | \$748 |
| Evaluate Potential for Liquefaction | | | | 4 | 6 | | | | | 10 | \$438 |
| Develop Preliminary Geotechnical Foundation Design Parameters | | | 2 | 4 | 16 | | | | | 22 | \$940 |
| Provide Preliminary Geotechnical Recommendations for Shaft Design | 2 | 4 | | 8 | | | | | | 14 | \$903 |
| Provide Input for Site Access and Support of Temporary Work Structures | 4 | 8 | | 12 | | | | | | 24 | \$1,585 |
| Provide Input for Preliminary Technical Memorandum | | 2 | | 6 | | | | | | 8 | \$484 |
| Project Coordination Meetings | | 8 | | 8 | | | | | | 16 | \$1,057 |
| 3.2 Geotechnical Explorations | 0 | 19 | 0 | 44 | 60 | 10 | 0 | 0 | | 133 | |
| Plan Field Exploration Program | | 6 | | 12 | | | | | | 18 | \$1,123 |
| Generate Geotechnical Exploration Work Plan Memo | | 2 | | 8 | | 4 | | | | 14 | \$718 |
| Conduct Utility Locates | | | | | 6 | 2 | | | | 8 | \$280 |
| Conduct Geotechnical Explorations (assume four 75-ft borings, four days) | | 4 | | 10 | 48 | | | | | 62 | \$2,598 |
| Generate Boring Logs and Assign Laboratory Testing | | 2 | | 4 | 6 | | | | | 12 | \$592 |
| Review Field and Laboratory Data | | 3 | | 6 | | | | | | 9 | \$561 |
| Update Geologic Profile along Bridge Alignment | | 2 | | 4 | | 4 | | | | 10 | \$498 |
| 3.3 Geotechnical Design Services for Final Design | 14 | 120 | 18 | 142 | 0 | 10 | 12 | 6 | | 322 | |
| Review/Update Geotechnical Design Parameters | | 2 | | 8 | | | | | | 10 | \$594 |
| Provide Input for Project Specifications | 2 | 12 | | 24 | | | | | | 38 | \$2,399 |
| Consultation for Support of Temp. Work Structures & Water Exclusion Areas | | 8 | | 16 | | 4 | | | | 28 | \$1,621 |
| Prepare Draft Geotechnical Engineering Report | 2 | 10 | 4 | 32 | | 4 | | 4 | | 56 | \$3,209 |
| Respond to Review Comments | | 4 | | 8 | | | | | | 12 | \$748 |
| Finalize Geotechnical Engineering Report | | 4 | 2 | 8 | | 2 | | 2 | | 18 | \$1,010 |
| Preparation of Summary of Geotechnical Conditions | | 4 | | 12 | | | | | | 16 | \$968 |
| Miscellaneous Geotechnical Analyses | 4 | 6 | | 10 | | | | | | 20 | \$1,321 |
| Conduct Plan and Specification Review | 2 | 6 | | 12 | | | | | | 20 | \$1,277 |
| Project Coordination Meetings | | 6 | | 6 | | | | | | 12 | \$793 |
| Geotechnical QA/QC | 4 | 6 | 12 | 6 | | | | | | 28 | \$1,941 |
| Geotechnical Task Management | | 40 | | | | | | | | 40 | \$3,084 |
| Monthly Progress Reporting | | 12 | | | | | 12 | | | 24 | \$1,349 |
| TOTAL HOURS | 20 | 182 | 22 | 283 | 96 | 28 | 14 | 6 | | 631 | |
| Direct Hourly Rate (DR) | \$77.10 | \$77.10 | \$70.00 | \$55.00 | \$36.25 | \$31.00 | \$35.29 | \$30.00 | | | |
| OH @ 208.31% of Direct Rate | \$160.61 | \$160.61 | \$145.82 | \$114.57 | \$75.51 | \$64.58 | \$73.51 | \$62.49 | | | |
| Fixed Fee of 28.93% of Direct Rate | \$22.31 | \$22.31 | \$20.25 | \$15.91 | \$10.49 | \$8.97 | \$10.21 | \$8.68 | | | |
| Fully Burdened Rate (DR+OH+FF) | \$260.00 | \$260.00 | \$236.07 | \$185.48 | \$122.25 | \$104.54 | \$119.00 | \$101.17 | | | |
| TOTAL LABOR COSTS: | \$5,200.00 | \$47,320.00 | \$5,193.50 | \$48,781.77 | \$11,735.95 | \$2,927.24 | \$1,666.00 | \$607.03 | | | \$123,431 |

ESTIMATED DIRECT EXPENSES:

| | |
|--|--------------|
| Mileage IRS Rate (10 trips at 26 miles/trip) | \$163 |
| GPS Unit Rental: \$50/day, 5 days | \$250 |
| Field Supplies | \$250 |
| TOTAL DIRECT EXPENSES: | \$663 |

ESTIMATED PROJECT TOTALS AND SUMMARY:

| | |
|--|------------------|
| Total Labor Cost | \$123,431 |
| Laboratory Testing | \$7,864 |
| Drilling/Barge Vendor (4 borings) - Rough estimate | \$150,000 |
| Direct Expenses | \$663 |
| B&O on Subcontractor (1.5%) | \$2,250 |
| ESTIMATED TOTAL: | \$284,208 |

GEOTECHNICAL LABORATORY TEST SUMMARY:

| Test | Est. No. Tests | Unit Cost | Total Cost |
|-------------------------------------|----------------|-----------|----------------|
| Grain Size Distribution (Wet Sieve) | 18 | \$115 | \$2,070 |
| Percent Fines | 20 | \$90 | \$1,800 |
| Natural Moisture Content | 18 | \$23 | \$414 |
| Combined Sieve and Hydrometer | 2 | \$250 | \$500 |
| Direct Shear (3 Sets per sample) | 2 | \$700 | \$1,400 |
| Atterberg Limits (plasticity index) | 8 | \$235 | \$1,880 |
| LABORATORY TOTAL: | | | \$7,864 |

Fee Schedule

Subconsultant: HWA GeoSciences, Inc.

| Position Classification | Direct Salary Rate | ICR @208.31% | Profit @28.93% | Max Rate Per Hour |
|----------------------------|-----------------------|-----------------|-------------------|----------------------|
| Administrative Support | \$30.00 | \$62.49 | \$8.68 | \$101.17 |
| CAD | \$38.00 | \$79.16 | \$10.99 | \$128.15 |
| Contracts Administrator | \$35.29 | \$73.51 | \$10.21 | \$119.00 |
| Geologist I | \$28.00 | \$58.33 | \$8.10 | \$94.43 |
| Geologist II | \$34.00 | \$70.83 | \$9.84 | \$114.66 |
| Geologist III | \$41.00 | \$85.41 | \$11.86 | \$138.27 |
| Geologist IV | \$44.00 | \$91.66 | \$12.73 | \$148.39 |
| Geologist V | \$45.50 | \$94.78 | \$13.16 | \$153.44 |
| Geologist VI | \$48.50 | \$101.03 | \$14.03 | \$163.56 |
| Geologist VII | \$57.82 | \$120.45 | \$16.73 | \$195.00 |
| Geologist VIII | \$76.00 | \$158.32 | \$21.99 | \$256.30 |
| Geotechnical Engineer I | \$36.75 | \$76.55 | \$10.63 | \$123.94 |
| Geotechnical Engineer II | \$40.00 | \$83.32 | \$11.57 | \$134.90 |
| Geotechnical Engineer III | \$45.00 | \$93.74 | \$13.02 | \$151.76 |
| Geotechnical Engineer IV | \$52.50 | \$109.36 | \$15.19 | \$177.05 |
| Geotechnical Engineer V | \$58.75 | \$122.38 | \$17.00 | \$198.13 |
| Geotechnical Engineer VI | \$70.00 | \$145.82 | \$20.25 | \$236.07 |
| Geotechnical Engineer VII | \$77.10 | \$160.60 | \$22.30 | \$260.00 |
| Geotechnical Engineer VIII | \$77.10 | \$160.60 | \$22.30 | \$260.00 |
| Hydrogeologist VI | \$45.00 | \$93.74 | \$13.02 | \$151.76 |
| Lab/Field Technician I | \$22.00 | \$45.83 | \$6.36 | \$74.19 |
| Lab/Field Technician II | \$27.00 | \$56.24 | \$7.81 | \$91.05 |
| Lab/Field Technician III | \$31.73 | \$66.09 | \$9.18 | \$107.00 |
| Lab/Field Technician IV | \$31.73 | \$66.09 | \$9.18 | \$107.00 |
| Lab/Field Technician V | \$31.73 | \$66.09 | \$9.18 | \$107.00 |
| Principal IX | \$77.10 | \$160.60 | \$22.30 | \$260.00 |

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:

| 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.



July 22, 2022

HWA GeoSciences, Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Vasilij Babko:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 208.31% of direct labor (rate includes 0.22% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Thomas W Maxwell CPA. 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 the firm is responsible for determining the acceptability of the ICR.

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E - Subconsultant Cost Computations

Work Element 7: Constructability Review, Construction Schedule, Estimation
 Ott Sakai & Associates

| | Senior Construction Specialist | Principal | Construction Specialist | Contracts Administrator | Total |
|---|--------------------------------------|-------------------|----------------------------|----------------------------|-----------------|
| Work Element 7: Constructability Review, Construction Schedule, Estimation | | | | | |
| 7.1 Constructability Review | | | | | |
| Constructability Review - 60% | 20 | | | | |
| Constructability Review - 90% | 20 | 2 | | | |
| 7.2 Construction CPM Schedule Schedule-60% | | 2 | 10 | | |
| 7.3 Construction Estimation | | | | | |
| Cost Estimate - 60% | 20 | | 30 | | |
| Cost Estimate - 90% | 10 | 2 | 15 | | |
| Total Staff Hours | 70 | 6 | 55 | 4 | 135 |
| Direct Hourly Rate | \$95.29 | \$118.00 | \$90.52 | \$56.70 | |
| Profit at 28.33% of Direct Rate | \$27.57 | \$34.14 | \$26.19 | \$16.40 | |
| Overhead at 80.96% of Direct Rate | \$77.15 | \$95.53 | \$73.29 | \$45.90 | |
| Fully Burdened Rate | \$200.00 | \$247.67 | \$190.00 | \$119.00 | |
| TOTAL LABOR COSTS | \$14,000.29 | \$1,486.02 | \$10,449.86 | \$476.00 | \$26,412 |

| Direct Expenses | | | |
|------------------------------|-------|---------------|----------------|
| Item | Units | Cost per Unit | Total |
| Mileage | 100 | \$0.625 | \$62.50 |
| Total Direct Expenses | | | \$62.50 |

TOTAL FEE:

\$26,475

Fee Schedule

Subconsultant: Ott-Sakai & Associates, LLC

| Position Classification | Direct Salary Rate | ICR @80.96% | Profit @28.93% | Max Rate Per Hour |
|--------------------------------|-----------------------|----------------|-------------------|----------------------|
| Principal | \$118.00 | \$95.53 | \$34.14 | \$247.67 |
| Senior Construction Specialist | \$95.29 | \$77.15 | \$27.57 | \$200.00 |
| Construction Specialist | \$90.52 | \$73.29 | \$26.19 | \$190.00 |
| Contracts Administrator | \$56.70 | \$45.90 | \$16.40 | \$119.00 |
| Bookkeeper | \$53.00 | \$42.91 | \$15.33 | \$111.24 |

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:

| 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.



September 26, 2022

Ott-Sakai & Associates, LLC
P.O. Box 247
Mountlake Terrace, WA 98043

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kimberly McShea:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 80.96% of direct labor (rate includes 0.04% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Marescot Palomino & Associates, PLLC. 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 the firm is responsible for determining the acceptability of the ICR.

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

Regards;

Schatzie Harvey

Schatzie Harvey (Sep 26, 2022 12:41 PDT)

SCHATZIE HARVEY, CPA

Contract Services Manager

EKJ:ah

Exhibit E - Subconsultant Cost Computations

Snohomish River Bridge No. 1 Scour Mitigation

Surveying and Mapping-Parametrix

| | | | | 7/11/2022 | | | | | | | | |
|--|------------------------------|---------------|-------------|-------------------|-------------|-------------|---------------------------------|--------------------|--------------|--------------|--------------|-------------|
| Task | Description | Labor Dollars | Labor Hours | Survey Supervisor | Sr Surveyor | Sr Surveyor | Sr. Project Controls Specialist | Project Accountant | Surveyor III | Surveyor III | Surveyor III | Surveyor II |
| Work Element 2- Surveying and Mapping Services | | | | | | | | | | | | |
| 2.1 | Project Management | \$654.59 | 4 | 1 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 |
| | 2.1.1 Administrative Support | \$264.42 | 2 | | | | 1 | 1 | | | | |
| | 2.1.2 Project Management | \$390.17 | 2 | 1 | 1 | | | | | | | |
| 2.2 | Misc. Field Surveys | \$15,334.80 | 130 | 0 | 0 | 10 | 0 | 0 | 0 | 0 | 60 | 60 |
| | 2.2.1 Field Surveys | \$15,334.80 | 130 | | | 10 | | | | | 60 | 60 |
| 2.3 | Misc. Office Tasks | \$13,499.80 | 86 | 6 | 10 | 20 | 0 | 0 | 0 | 50 | 0 | 0 |
| | 2.3.1 Technical Support | \$13,499.80 | 86 | 6 | 10 | 20 | | | | 50 | | |
| 2.4 | Aerial Drone Survey | \$4,003.82 | 30 | 4 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 18 |
| | 2.4.1 Aerial Drone Survey | \$4,003.82 | 30 | 4 | | | | | 8 | | | 18 |
| Total Staff Hours | | | | 11 | 11 | 30 | 1 | 1 | 8 | 50 | 60 | 78 |
| Direct Hourly Rate (DR) | | | | 65.68 | 56.16 | 56.16 | 39.47 | 37.65 | 45.50 | 45.50 | 45.50 | 39.52 |
| OH @ 172.55% of Direct Rate | | | | 113.33 | 96.90 | 96.90 | 68.11 | 64.97 | 78.51 | 78.51 | 78.51 | 68.19 |
| Fixed Fee of 28.93% of Direct Rate | | | | 19.00 | 16.25 | 16.25 | 11.42 | 10.89 | 13.16 | 13.16 | 13.16 | 11.43 |
| Fully Burdened Rate (DR+OH+FF) | | | | 198.00 | 169.31 | 169.31 | 118.99 | 113.51 | 137.17 | 137.17 | 137.17 | 119.14 |
| Totals: | | \$34,832.02 | 250 | \$2,178.00 | \$1,862.42 | \$5,079.34 | \$118.99 | \$113.51 | \$1,097.39 | \$6,858.67 | \$8,230.40 | \$9,293.30 |

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Other Direct Expenses

| | | |
|------------------------------|-----|------------|
| Mileage @ .625/mile | 460 | \$287.50 |
| Survey Equipment (\$160/Use) | 6 | \$960.00 |
| Scanner (250/day) | | \$0.00 |
| Wingtra Drone \$360/day | 1 | \$360.00 |
| Other Direct Expenses Total: | | \$1,607.50 |

Project Total \$36,439.52

Fee Schedule

Subconsultant: Parametrix, Inc.

| Position Classification | Direct Salary Rate | ICR @172.55% | Profit @28.93% | Max Rate Per Hour |
|-------------------------------|-----------------------|-----------------|-------------------|----------------------|
| Inspector | \$42.27 | \$72.94 | \$12.23 | \$127.44 |
| Project Accountant | \$37.65 | \$64.97 | \$10.89 | \$113.51 |
| Project Coordinator | \$35.36 | \$61.01 | \$10.23 | \$106.60 |
| Sr Consultant | \$66.34 | \$114.47 | \$19.19 | \$200.00 |
| Sr Contract Administrator | \$39.47 | \$68.11 | \$11.42 | \$119.00 |
| Sr Project Control Specialist | \$39.47 | \$68.11 | \$11.42 | \$119.00 |
| Sr Surveyor | \$56.16 | \$96.90 | \$16.25 | \$169.31 |
| Survey Supervisor | \$65.68 | \$113.32 | \$19.00 | \$198.00 |
| Surveyor I | \$33.28 | \$57.42 | \$9.63 | \$100.33 |
| Surveyor II | \$39.52 | \$68.19 | \$11.43 | \$119.14 |
| Surveyor III | \$45.50 | \$78.51 | \$13.16 | \$137.17 |
| Technical Lead | \$46.97 | \$81.05 | \$13.59 | \$141.61 |

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:

| Reimbursable Classifications | Rates |
|-------------------------------|------------------|
| Mileage | Current IRS Rate |
| Outside Vendor Costs | At Cost |
| Survey Equipment | \$160/Day |
| Scanner | \$250/day |
| Drone | \$360/day |
| Bathymetry Equipment and boat | \$840/day |
| | |
| | |

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.



May 12, 2022

Parametrix, Inc.
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2021 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 172.55% of Combined/Corporate (rate includes 0.11% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E - Subconsultant Cost Computations
 Work Element 6 - Hydraulics
 Watershed Science & Engineering
 508 2nd Ave Suite 2700
 Seattle, WA 98104
 Tel. (206) 521-3000

Estimate of Professional Services

Prepared for: Snohomish County
 Project: Snohomish River Bridge No. 1
 Scour Protection Design



| | Hours | | | | | | | Totals |
|---|-----------------|------------|-------------|--------------|-----------------|------------|------------------|--------------------|
| | Principal | Sr. Eng. I | Sr. Eng. II | Senior Geom. | Staff Eng. | Jr. Eng. | Contract Manager | |
| Work Element 6: Hydraulic & Scour Design | | | | | | | | |
| 6.1 Hydraulic and Scour Design Support, Site Inspection | 10 | | | | 10 | | | \$3,551.74 |
| 6.2 Hydraulic and Scour Analyses | 62 | | | | 80 | | | \$24,207.99 |
| 6.3 Meetings | 22 | | | | 11 | | | \$6,477.20 |
| 6.4 Hydraulic Design Report | 16 | | | | 24 | | | \$6,654.87 |
| 6.5 Environmental Permit Support | 4 | | | | 4 | | | \$1,420.70 |
| 6.6 Floodplain Development Permit and No-Rise Documentation | 8 | | | | 16 | | | \$3,813.48 |
| 6.7 NBIS Scour Code Memorandum | 2 | | | | | | | \$467.33 |
| 6.8 Administration | 8 | | | | 4 | | 4 | \$2,699.74 |
| Total Hours and Direct Labor Cost (DL) | 132.0 | 0.0 | 0.0 | 0.0 | 149.0 | 0.0 | 4.0 | |
| Direct Labor Rate (\$/hr) | \$84.13 | \$67.31 | \$62.50 | \$52.88 | \$43.75 | \$37.02 | \$31.00 | |
| Overhead (148.81%) | \$125.19 | \$100.16 | \$93.01 | \$78.69 | \$65.10 | \$55.09 | \$46.13 | |
| Profit (28.93%) | \$24.34 | \$19.47 | \$18.08 | \$15.30 | \$12.66 | \$10.71 | \$8.97 | |
| Fully Burdened Labor Rate (\$/hr) (OH 148.81% and 28.93% fee) | \$233.66 | \$168.10 | \$173.59 | \$146.87 | \$121.51 | \$102.82 | \$86.10 | |
| TOTAL LABOR COST | \$30,843 | \$0 | \$0 | \$0 | \$18,105 | \$0 | \$344 | \$49,293.05 |

Direct Expense Detail

| | Units | Rate | Cost |
|---------|-------|---------|----------|
| Mileage | 200 | \$0.625 | \$125.00 |
| | | Total | \$125.00 |

Cost Summary

| | |
|-----------------------|--------------------|
| Total Labor | \$49,293.05 |
| Total Direct Expenses | \$125.00 |
| Total Fee: | \$49,418.05 |

Fee Schedule

Subconsultant: Watershed Science and Engineering, Inc.

| Position Classification | Direct Salary Rate | ICR @148.81% | Profit @28.93% | Max Rate Per Hour |
|-------------------------|--------------------|--------------|----------------|-------------------|
| Principal | \$92.55 | \$137.72 | \$26.77 | \$257.05 |
| Sr. Engineer I | \$69.49 | \$103.41 | \$20.10 | \$193.00 |
| Sr. Engineer II | \$68.75 | \$102.31 | \$19.89 | \$190.95 |
| Sr. Geomorphologist | \$58.17 | \$86.56 | \$16.83 | \$161.56 |
| Staff Engineer | \$48.13 | \$71.62 | \$13.92 | \$133.68 |
| Jr. Engineer | \$40.72 | \$60.60 | \$11.78 | \$113.10 |
| Contract Manager | \$35.20 | \$52.38 | \$10.18 | \$97.76 |
| Intern | \$33.00 | \$49.11 | \$9.55 | \$91.65 |

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:

| 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.



July 7, 2022

Watershed Science and Engineering, Inc.
506 2nd Avenue, Ste 2700
Seattle, WA 98104

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Larry Karpack:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 148.81% of direct labor. 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) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E - Subconsultant Cost Computations

Work Element 5 - Cultural Resources
 Willamette Cultural Resource Consultants

| | Senior Archaeologist | Archaeologist II | Cartographer | Office Mgr/ Lab Director | Senior Technical Editor | Sr. Architectural Historian | Total |
|--|-------------------------|-------------------|-------------------|-----------------------------|-------------------------------|--------------------------------|-------------------|
| Work Element 5: Cultural Resources | | | | | | | |
| 5.1 Report Preparation for Section 106 National Historic Preservation Act | | | | | | | |
| Management/ Regulatory | 6 | | 4 | | | | |
| Background Research/Logistics | 2 | | | | | 12 | |
| Fieldwork | 1 | 12 | 1 | | | | |
| Reporting | 2 | 10 | 4 | 2 | 2 | 12 | |
| Total Hours | 11 | 22 | 9 | 2 | 2 | 24 | 70 |
| Direct Hourly Rate | \$64.20 | \$32.10 | \$44.94 | \$27.82 | \$30.00 | \$47.08 | |
| Overhead at 128.61% of Direct Rate | \$82.57 | \$41.28 | \$57.80 | \$35.78 | \$38.58 | \$60.55 | |
| Profit at 28.93% of Direct Rate | \$18.57 | \$9.29 | \$13.00 | \$8.05 | \$8.68 | \$13.62 | |
| Fully Burdened Rate | \$165.34 | \$82.67 | \$115.74 | \$71.65 | \$77.26 | \$121.25 | |
| Total Labor Cost | \$1,818.75 | \$1,818.75 | \$1,041.65 | \$143.30 | \$154.52 | \$2,910.00 | \$7,886.96 |
| Direct Expenses | | | | | | | |
| Mileage | | 80 | x | \$ 0.625 | = | \$ 50.00 | \$ 50.00 |

GRAND TOTAL: \$ 7,936.96

Fee Schedule

Subconsultant: Willamette Cultural Resources Associates, Ltd.

| Position Classification | Direct Salary Rate | ICR @128.61% | Profit @28.93% | Max Rate Per Hour |
|--------------------------------|--------------------|--------------|----------------|-------------------|
| Senior Technical Editor | \$40.00 | \$51.44 | \$11.57 | \$103.02 |
| Archaeologist 1 | \$31.00 | \$39.87 | \$8.97 | \$79.84 |
| Archaeologist 2 | \$38.00 | \$48.87 | \$10.99 | \$97.87 |
| Field Technician | \$27.00 | \$34.72 | \$7.81 | \$69.54 |
| Cartographer | \$50.00 | \$64.31 | \$14.47 | \$128.77 |
| Architectural Historian | \$35.00 | \$45.01 | \$10.13 | \$90.14 |
| Lab Director/Office Manager | \$36.00 | \$46.30 | \$10.41 | \$92.71 |
| Senior Archaeologist | \$70.00 | \$90.03 | \$20.25 | \$180.28 |
| Senior Architectural Historian | \$50.00 | \$64.31 | \$14.47 | \$128.77 |

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:

| 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.



June 29, 2022

Willamette Cultural Resources Associates, Ltd.
655 S. Orcas Street, Ste. 220
Seattle, WA 98108

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Paula Johnson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review and the economic hardship determined by our WSDOT Audit of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 128.61%. 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) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jun 29, 2022

ERIK K. JONSON
Contract Services Manager

EKJ:mya

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*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 Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G
Certification Document

[Exhibit G-1\(a\)](#) Certification of Consultant

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

[Exhibit G-2](#) Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

[Exhibit G-3](#) Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

[Exhibit G-4](#) Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of TranTech Engineering, LLC whose address is 365 118th Ave SE, Suite 100, Bellevue, WA 98005 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.

TranTech Engineering, LLC

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 TranTech Engineering, LLC 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.

TranTech Engineering, LLC

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 require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

TranTech Engineering, LLC

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-22-005SB* are accurate, complete, and current as of 11/02/2022**.

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

Firm: TranTech Engineering, LLC

Signature

Title

Date of Execution: The date of the last party to sign***:

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ _____.

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs 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-2
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-3
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.