

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

Agreement Number: CCF03-24

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| Firm/Organization Legal Name (do not use dba's): Otak, Inc. | | |
| Address 2828 Colby Avenue, Suite 401, Everett, WA 98201 | Federal Aid Number BROS-2031(115) | |
| UBI Number 600 614 735 | Federal TIN 91-1324129 | |
| Execution Date Date of the Last Party to Sign | Completion Date December 31, 2028 | |
| 1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Project Title Pilchuck Creek Bridge #626 Replacement | | |
| Description of Work Design services for Pilchuck Creek Bridge #626 replacement project. Complete design and engineering of bridge sub-structure, super-structure, and demolition of the existing bridge. The Pilchuck Creek Bridge #626 carries Old 99 N Highway over Pilchuck Creek, north of 236 th St NE exit 210 to I-5. The existing bridge carries a two-lane road, classified as a Local Access (Rural) road with 428 (2018) vehicles per day. The existing 180-foot long, three-span, structurally deficient bridge will be replaced with a new 180-foot long single-span bridge. The replacement project is funded by Federal Highway Administration (FHWA) administered by Washington State Department of Transportation Local Programs. | | |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation | Maximum Amount Payable: \$647,839.89 | |

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

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

If to AGENCY:

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

If to CONSULTANT:

Name: Nico Vanderhorst, PE
Agency: Otak, Inc.
Address: 2828 Colby Avenue, Suite 401
City: Everett State: WA Zip: 98201
Email: Nico.Vanderhorst@otak.com
Phone: 425-739-4212
Facsimile: 425-827-9577

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 card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Commissioner pursuant to Title 48 RCW.

Insurance Coverage

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

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

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

Name: Gina Moore

Agency: Snohomish County

Address: 3000 Rockefeller Avenue M/S 607

City: Everett State: WA Zip: 98201

Email: Gina.Moore@snoco.org

Phone: 425-312-0559

Facsimile: N/A

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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

Signature

Date

Signature

Date

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

CONTRACT TEMPLATE ONLY

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

Project No.

Project Overview:

Snohomish County (“AGENCY”) is requesting engineering services to replace Pilchuck Creek Bridge No 626, which carries Old 99 N. The AGENCY completed a preliminary Design Report, approved on April 4, 2024, which includes 30 percent plans, 30 percent cost estimate, and preliminary environmental review memorandum. In addition, the AGENCY completed a Preliminary Hydraulic Report, dated November 21, 2023, and Preliminary Geotechnical Memorandum, dated August 11, 2023.

Otak (“CONSULTANT”) team will review AGENCY-provided Design Report, Preliminary Hydraulic Report, Preliminary Geotechnical Memorandum, CADD files, and recommendations; perform bridge analysis and design; prepare environmental permit documents; develop bridge plans, technical specifications and construction cost estimates; develop traffic control plans; provide assistance during bidding; provide support during construction; and develop as-constructed bridge load rating.

Scope of Services

DESIGN PHASE PROJECT MANAGEMENT

General Project Management

CONSULTANT’s project manager will track and manage project scope, schedule, budget, and work status; communicate project status with the AGENCY Project Manager; coordinate with other applicable AGENCY staff as may be required; track subconsultant DBE participation status; and coordinate project status internally. A MS Project schedule will be developed near the beginning of the project and will be updated up to two times to capture significant schedule changes and as directed by the AGENCY.

Invoice and Project Reporting

Project management will include preparation of a monthly progress report and a monthly billing statement. The monthly progress report will include tasks accomplished, schedule status, and budget status, including, as needed, explanation of variance between anticipated and actual schedule and budget.

Meetings

Attend meetings to coordinate project status with AGENCY staff. Level of effort assumes a kickoff meeting near the start of the project, submittal review meetings at updated 30%, 60%, 90% and pre-final stages, and four (4) additional meetings as needed for a total of eight (8) meetings. One (1) in-person project meeting will occur at the AGENCY offices. Remaining meetings will occur remotely. Level of effort assumes two (2) hours per meeting.

CONSULTANT’s project manager and the AGENCY’s project manager will meet bi-weekly to discuss project status. These meetings are assumed to occur remotely.

Attend up to two meetings with WSDOT to discuss traffic control plans. These meetings are assumed to occur remotely.

Remote meetings will be held using MS Teams or other online communication software as requested by the AGENCY.

Deliverables:

- Monthly progress reports and invoices.
- Initial MS Project schedule and up to two (2) updated MS Project schedules (MS Project and/or 11x17 PDF format).

ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Otak will provide the following:

Document Review and Site Investigation

Review environmental documentation previously prepared by the AGENCY for the project, including but not limited to the wetland and stream delineation report, wildlife habitat assessment, critical areas report, bank use plan, and NEPA documentation.

Complete a site investigation to understand the environmental site conditions and constraints prior to preparing the BA in Task 2.2. This task assumes that the AGENCY will have completed or will amend the wetland and stream field delineation and critical areas report, if necessary, as the design advances.

ESA Compliance Documentation

Documentation necessary for compliance with the provisions of the Endangered Species Act (ESA) will be prepared for the project. A Biological Assessment (BA) will be prepared for WSDOT Local Program's formal consultation with the US Fish and Wildlife Service. ESA-listed species administered by the National Marine Fisheries Services will be addressed through the 4(d) Regional Road Maintenance Program and will not be addressed in the BA. The BA will include water quality impacts analysis using WSDOT's Hi-Run model due to the anticipated increase in pollution generating impervious surfaces and assess impacts primarily to bull trout and marbled murrelet. Formal consultation is anticipated due to in water work related to the pier removal. The AGENCY will serve as the lead for agency communications and coordination of submittals. This task assumes one round of review/comments by the AGENCY of the Draft BA, one round of review of the Draft BA by WSDOT, and one round of review/comments of the Draft BA by WSDOT and FHWA. The final BA will be prepared following FHWA's review.

JARPA Drawings

Prepare Joint Aquatic Resources Permit Application (JARPA) drawings on 11"x17" sheets. Drawings will be completed when the project reaches a 60 percent design stage. The JARPA drawings will be used to apply for the AGENCY permits; Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers. The project is anticipated to be permitted under a Nationwide Permit #14 for Linear Transportation projects and result in less than a half-acre of wetland impacts. This task includes completing the impacts assessment and quantifying stream, wetland, and buffer impacts.

JARPA Form

Prepare a Joint Aquatic Resources Permit Application (JARPA). The application will be prepared at the 60 percent

design stage upon request by the AGENCY. The JARPA will be used to apply for the Ecology Section 401 certification; Washington State Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA); and a Department of the Army (Section 404) permit from the Corps of Engineers. The project is anticipated to be permitted under a Nationwide Permit #14 for Linear Transportation projects. CONSULTANT will submit the pre-filing request for the Section 401 certification.

Shoreline Permit Application

Prepare a Shoreline Substantial Development and Conditional Use permit application for the AGENCY to submit to Snohomish County PDS following the pre-application meeting, including shoreline development plans and a shoreline narrative documenting project compliance with the policies, goals, and regulations of the Snohomish County Shoreline Master Program. It is assumed that the pre-application meeting, if required, would be virtual via Teams or similar. It is assumed that the AGENCY will prepare other County permit application or County code compliance materials, such as the State Environmental Policy Act (SEPA) Checklist, Land Disturbing Activity Permit application, and floodplain compliance documentation. The shoreline permit application will be submitted by the AGENCY to PDS, and the AGENCY will be the lead for all agency communications regarding the permit application review.

Deliverables:

- Draft and Final BA submitted to the AGENCY for submission to WSDOT.
- Draft and Final JARPA drawings for submittal to all relevant regulatory agencies.
- Draft and Final JARPA Form
- Draft and Final Shoreline Permits Application and Shoreline Development Plans

BRIDGE ENGINEERING

Bridge engineering will include the following subtasks. RHC Engineering will be responsible for assessment of existing substructure elements and design and PS&E of new substructure elements. Otak will be responsible for remaining bridge engineering, reviewing RHC Engineering work for consistency with CONSULTANT work, and compiling RHC Engineering work with CONSULTANT work for submittal to the AGENCY.

Document Review and Site Investigation

Documents and files previously prepared by the AGENCY include the Design Report, Preliminary Geotechnical Memorandum, Preliminary Hydraulic Report, CADD files, bridge inspection reports, and load ratings.

Site investigation is assumed to occur after completion of document reviews and prior to completion of 60 percent design and construction documents.

CONSULTANT

Review previously prepared AGENCY documents and files in consideration of removal of the existing bridge superstructure, design and construction of the new bridge superstructure, and associated project construction phasing.

Conduct a site investigation to understand bridge superstructure demolition and construction constraints, and survey basemap accuracy.

Work will be performed in coordination with substructure review and site investigation performed by RHC

Engineering.

Sub-Consultant (RHC Engineering)

Review previously prepared AGENCY documents; and perform site investigation in consideration of removal of the existing bridge substructure, design and construction of the new bridge substructure, and associated project construction phasing.

Work will be performed in coordination with superstructure review and site investigation performed by CONSULTANT.

30% Design Assessment

Review the AGENCY's 30 percent design depicted in the AGENCY's Design Report, dated April 4, 2024, and assess feasibility of partial and full removal of the existing bridge substructure, and feasibility and implications of shifting new abutment locations to avoid full removal of existing abutments. It is assumed that assessment will limit options to those that do not raise the roadway profile. Develop up to two bridge layout options depicted on one sheet each, showing plan and elevation views; 30 percent level cost estimates for each option using similar format and bid items used in the AGENCY's Design Report; and a brief technical memorandum summarizing findings and recommendations. Discuss options and recommendations with the AGENCY and obtain approval and direction prior to proceeding with 60 percent design.

Plans will be based on the 30 percent design previously developed by the AGENCY and updated for up to two options. Preliminary design files, including basemap, bridge file(s) and roadway profile CADD files, will be supplied by the AGENCY. It is assumed that the bridge will remain approximately 40-foot-wide, consisting of prestressed concrete girders with 2-inch modified concrete overlay or thicker cast in place concrete deck, 42-inch-tall Hawaii DOT concrete bridge rail, and 48-inch-tall pedestrian rail, founded on drilled shafts.

It is assumed that the AGENCY will review 30 percent assessment submittal documents and provide feedback and direction for continuing into the 60 percent design phase. Updated 30 percent plans, cost estimates and memorandum will not be needed.

CONSULTANT

For each layout option, design superstructure options and assess girder low-chord freeboard over the 100-year water surface elevation and finished grade elevations relative to the AGENCY's previous 30 percent design. Develop superstructure plan and elevation layout in coordination with substructure plan and elevation layout from RHC Engineering and develop 30% plan sheets for each option.

Develop construction cost estimates for each superstructure option and incorporate RHC Engineering's substructure cost estimates into a total cost estimate for each option.

Develop a technical memorandum with superstructure findings and recommendations and incorporate substructure findings and recommendations from RHC Engineering into a single memorandum.

Submit 30 percent plans and cost estimates for each option, and the technical memorandum to the AGENCY for review.

Sub-Consultant (RHC Engineering)

Develop substructure layout options and perform preliminary design of bridge drilled shaft foundations for up to two layout options and assess implications on full or partial removal of the existing bridge substructure. Substructure element size and location will be evaluated based on hydraulic and scour analysis provided by the AGENCY to develop feasible options for subsequent design phases.

Develop construction cost estimates for each substructure option.

Develop substructure findings and recommendations for incorporation into the technical memorandum.

Submit CADD files, cost estimates and memo information to CONSULTANT.

60% Bridge Design and PS&E

Design bridge to the 60 percent design level; prepare 60 percent level plans, special provision list, and construction cost estimate (PS&E), and submit to the AGENCY for review. It is assumed that 60 percent layout and design will be based on the approved option from the 30 percent assessment in Task 3.2.

The special provisions list will indicate specification sections that will need project specific special provisions and WSDOT General Special Provisions (GSPs).

Construction cost estimate will itemize bridge items needed for the project, including item names, quantities, and unit costs.

The AGENCY will incorporate CONSULTANT-prepared documents with those developed by the AGENCY and provide a copy to CONSULTANT.

CONSULTANT

Develop superstructure analysis and design, including precast prestressed concrete girders, girder bearings, deck, traffic barrier and pedestrian railing.

Develop superstructure plan sheets and incorporate substructure plan sheets from RHC Engineering into a single bridge plan set. Develop sequencing for demolition of the existing bridge superstructure and construction of the new bridge superstructure. Incorporate substructure demolition and construction phasing information from RHC Engineering into complete bridge demolition and construction phasing plans.

Develop superstructure construction cost estimate and incorporate the substructure costs estimate from RHC Engineering into a single cost estimate.

Develop a list of special provisions for superstructure items and incorporate the list of special provisions for substructure items from RHC Engineering into one list for the bridge.

Sub-Consultant (RHC Engineering)

Develop substructure analysis and design, including static and seismic analysis of drilled shafts, shaft caps, and

abutment back walls and wing walls. Develop plan sheets and prepare construction cost estimates for substructure items. Develop sequencing and demolition of the existing bridge substructure and construction of the new bridge substructure.

Submit substructure plans, list of special provisions, and construction cost estimate to CONSULTANT.

90% Bridge Design and PS&E

Review compiled PS&E documents and updated design files supplied by the AGENCY, respond to AGENCY review comments on the 60 percent PS&E, and update design and documents to the 90 percent design level. Specifications will include full text of special provisions needed.

The AGENCY will incorporate CONSULTANT-prepared documents with those developed by the AGENCY and provide a copy to CONSULTANT.

CONSULTANT

Compile comment responses from information provided by the AGENCY into a summary spreadsheet with sheet numbers, commenter names / initials, comments, and responses. CONSULTANT will respond to comments related to the bridge superstructure and incorporate responses to bridge substructure comments into a single response.

Prepare superstructure plans, specifications, and construction cost estimate; incorporate substructure plans, specifications and construction cost estimate from RHC Engineering into consolidated 90 percent PS&E.

Submit comment responses and 90 percent PS&E to the AGENCY for review.

Sub-Consultant (RHC Engineering)

Develop responses to substructure comments from the AGENCY.

Prepare 90 percent substructure plans, specifications, and construction cost estimate.

Submit 90 percent substructure comment responses and PS&E to CONSULTANT.

Final Bridge Design and PS&E

Review compiled PS&E documents and updated design files supplied by the AGENCY, respond to AGENCY review comments on the 90 percent PS&E, update design and documents to the pre-final 100 percent pre-final design level and submit to the AGENCY for review.

Review compiled PS&E documents and updated design files supplied by the AGENCY, respond to AGENCY review comments on the pre-final 100 percent PS&E, update design and documents to the final 100 percent design level and submit to the AGENCY.

The AGENCY will compile and distribute PS&E documents for advertisement and bidding and provide a copy to CONSULTANT.

CONSULTANT

Pre-Final 100 Percent

Compile 90 percent submittal comment responses from information provided by the AGENCY into a summary spreadsheet with sheet numbers, commenter names / initials, comments, and responses. CONSULTANT will respond to comments related to the bridge superstructure and incorporate responses to bridge substructure comments from RHC Engineering into a single response.

Markup a PDF copy of compiled specifications supplied by the AGENCY related to superstructure specifications and incorporate substructure specification markups from RHC Engineering. Supplement specifications with additional superstructure special provisions as needed and incorporate any additional substructure specifications provided by RHC Engineering.

Prepare pre-final 100 percent superstructure plans and construction cost estimate and incorporate pre-final 100 percent substructure plans and construction cost estimates from RHC Engineering into a single set of plans and single cost estimate.

Submit 90 percent comment responses; and pre-final 100 percent plans, specification markups and special provisions, and construction cost estimate to the AGENCY for review.

Final 100 Percent

Compile pre-final 100 percent comment responses from information provided by the AGENCY into a summary spreadsheet with sheet numbers, commenter names / initials, comments, and responses. CONSULTANT will respond to comments related to the bridge superstructure and incorporate responses to bridge substructure comments from RHC Engineering into a single response.

Markup a PDF copy of compiled specifications supplied by the AGENCY related to superstructure specifications and incorporate substructure specification markups from RHC Engineering. Supplement specifications with additional superstructure special provisions as needed and incorporate any additional substructure specifications provided by RHC Engineering.

Prepare final 100 percent superstructure plans and construction cost estimate and incorporate final 100 percent substructure plans and construction cost estimates from RHC Engineering into a single set of plans and single cost estimate. Final superstructure plans and specifications will be signed by a CONSULTANT engineer licensed in the State of Washington.

Submit pre-final comment response; and final 100 percent plans, specification markups and special provisions, and construction cost estimate to the AGENCY for review.

Upon approval of the final plans, review and cleanup final superstructure CADD files, receive final substructure CADD files from RHC Engineering, and submit all CADD files to the AGENCY.

Sub-Consultant (RHC Engineering)

Pre-Final 100 Percent

Develop responses to 90 percent substructure comments from the AGENCY.

Markup a PDF copy of compiled specifications supplied by the AGENCY related to substructure comments. Supplement specifications with additional substructure special provisions as needed.

Prepare pre-final 100 percent substructure plans, and construction cost estimate.

Submit 90 percent substructure comment responses; and pre-final 100 percent substructure plans, specification markups and special provisions, and construction cost estimate CONSULTANT.

Final 100 Percent

Develop responses to pre-final 100 percent substructure comments from the AGENCY.

Markup a PDF copy of compiled specifications supplied by the AGENCY related to substructure specifications. Supplement specifications with additional substructure special provisions as needed.

Prepare final 100 percent substructure plans, and construction cost estimate. Final substructure plans and specifications will be signed by an RHC Engineering engineer licensed in the State of Washington.

Submit pre-final 100 percent substructure comment responses; and final 100 percent substructure plans, specification markups and special provisions, and construction cost estimate CONSULTANT.

Upon approval of the final plans, review and cleanup final substructure CADD files and submit to CONSULTANT.

Bid Assistance

The nature of bid support is unpredictable, relying on contractor and supplier review of contract documents. As such, this subtask will be performed on a time and materials basis, as directed by the AGENCY, to the limit indicated in the attached fee estimate.

It is assumed that the AGENCY will compile responses to questions and final addendums and make available to contractors.

CONSULTANT

Respond to questions and requests for information from bidders and the AGENCY regarding bridge superstructure plans and specifications, traffic control plans, and permit documents prepared under this contract.

Prepare revisions to bridge superstructure and traffic control plans and specifications for addendums to the contract.

Incorporate bridge substructure question responses, and plan and specifications revisions from RHC Engineering.

Submit compiled question responses, and plan and specifications revisions to the AGENCY.

Sub-Consultant (RHC Engineering)

Respond to questions and requests for information from bidders and the AGENCY regarding bridge substructure plans and specifications prepared under this contract.

Prepare revisions to bridge substructure plans and specifications for addendums to the contract.

Submit bridge substructure question responses, and plan and specifications revisions to CONSULTANT.

Deliverables:

CONSULTANT will submit the following to the AGENCY. RHC Engineering will submit substructure components of each deliverable as described above to CONSULTANT for incorporation into consolidated submittal to the AGENCY.

- 30% bridge layout plans (up to two options in 11x17 PDF format).
- 30% bridge cost estimates (8.5x11 or 11x17 PDF format).
- 30% technical memorandum (8.5x11 PDF format).
- 60% plans (11x17 PDF format), special provision list (MS Word format), and construction cost estimate (8.5x11 or 11x17 PDF format).
- 90% comment responses (MS Excel), plans (11x17 PDF format), special provisions (MS Word format), and construction cost estimate (8.5x11 or 11x17 PDF format).
- 100% comment responses (MS Excel), pre-final plans (11x17 PDF format), special provisions (MS Word format), and construction cost estimate (8.5x11 or 11x17 PDF format).
- Final plans (22x34 PDF format), special provision list (MS Word format), and construction cost estimate (8.5x11 or 11x17 PDF and MS Excel formats).
- Final bridge design calculations (8.5x11 PDF format).
- Final CADD sheet and Xref files (AutoCAD 2023).
- Responses to questions and requests for information, and revisions to plans and specifications during bidding.

TRAFFIC CONTROL PLAN

Draft Traffic Control Plan

During the 60% design phase, develop up to two traffic control options including a detour plan for full closure of Highway 99, and traffic control on Highway 99, Interstate 5, or a combination of both to accommodate construction. Submit draft traffic control plan to the AGENCY with the 60% PS&E.

Final Traffic Control Plan

Review AGENCY review comments and incorporate into a draft final traffic control plan (TCP). Submit the draft final TCP to the AGENCY for review. Incorporate draft final comments from the AGENCY and submit to WSDOT for review.

Coordinate with WSDOT to obtain WSDOT review comments on the draft final TCP. Review WSDOT review comments, share and coordinate WSDOT review comments with the AGENCY, and incorporate changes approved by the AGENCY.

Submit the final TCP to WSDOT for approval. Incorporate the approved TCP into the construction documents.

Include the AGENCY project manager in correspondence with WSDOT.

Deliverables:

- Draft Traffic Control Plan (TCP) to AGENCY (22x34 PDF format)
- Draft Final TCP to WSDOT (22x34 PDF format)
- Final TCP to WSDOT (22x34 PDF format)

CONSTRUCTION PHASE SERVICES

The nature of construction support services is unpredictable, relying on the performance of the contractor and the direction of the AGENCY. As such, these services will be provided on a time and materials basis, as directed by the AGENCY. The assumed level of effort for each subtask is shown in the attached fee estimate. The contract amount will not be exceeded without AGENCY authorization of additional budget. RHC Engineering will be responsible for addressing substructure elements. CONSULTANT will be responsible for remaining work tasks below.

Construction Phase Project Management

CONSULTANT's project manager will track and manage project scope, schedule, budget, and work status; communicate project status with the AGENCY Project Manager; coordinate with other applicable AGENCY staff as may be required; track subconsultant DBE participation status; and coordinate project status internally. Prepare monthly progress report and a monthly billing statement. The monthly progress report will include tasks accomplished, schedule status, and budget status, including, as needed, explanation of variance between anticipated and actual budget. CONSULTANT project manager will notify the AGENCY when 85% of Construction Phase Services has been used.

Construction Meetings and Site Visits

Attend construction meetings upon request from the AGENCY. It is assumed that the AGENCY and the contractor will meet weekly during construction and will request design team presence at select meetings. When available, meetings will be attended via MS Teams or other online communication software as requested by the AGENCY. When needed, construction meetings will be attended at the project site.

Visit the site as requested by the AGENCY for coordination, observation of bridge construction, and punch list walkthrough.

Requests for Information (RFI)

Respond to questions and requests for information from the AGENCY and the contractor. Responses will be sent to the AGENCY for distribution to the contractor.

Submittals

Review submittals upon request from the AGENCY. Reviewed submittals will be sent to the AGENCY for distribution to the contractor. The following submittals are assumed:

- Bridge demolition plan
- Bridge erection plan
- Drilled shaft installation plan
- Concrete mix designs – drilled shafts, abutments, girders, deck, approach slabs, and barrier
- Steel reinforcing shop drawings – drilled shafts, abutments, deck, approach slabs, and barrier
- Concrete forming plan - abutments
- Girder shop drawings

- Elastomeric bearing material certification and shop drawing
- Bridge deck installation plan
- Compression seal material certification and shop drawing

Changes

Upon request from the AGENCY, assess proposed changes from the AGENCY or contractor, revise plans and specifications, update quantity and cost information, and provide other changes as needed.

As-Built Plans

Update bridge CAD files based on as-built markups provided by the AGENCY. It is assumed that the contractor will track as-built markups during construction and will supply those to the AGENCY. Submit as-built CAD files to the AGENCY.

Deliverables:

- Responses to questions and requests for information
- Submittal review comments
- Revised plans and specifications for changes
- As-Built CAD files

BRIDGE LOAD RATING

Review as-built plans provided by the AGENCY, perform bridge load rating analysis, and submit draft load rating report to the AGENCY for review. The draft load rating report will include bridge load rating summary sheet, load rating notes, and supporting calculations. Bridge load rating will be based on as-constructed condition of the new bridge identified on as-built plans provided by the AGENCY, and calculations developed during the design process adjusted for the bridge's current condition. It is assumed that the bridge will be a single span bridge consisting of precast prestressed concrete girders.

Address AGENCY review comments and finalize the load rating report. Compile documents and submit final load rating report to the AGENCY. Final calculations and load rating summary sheet will be stamped and signed by a Professional Civil Engineer licensed in the State of Washington.

Deliverables:

- Draft and Final Bridge Load Rating (8.5x11 PDF format)

Assumptions:

- Project duration will be 54 months.
- 54 progress reports and invoices.
- Hard copies of documents will not be needed. AGENCY will compile consultant provided documents into the 60 percent, 90 percent, and pre-final submittals, and into the final bid documents.
- Deliverables will be submitted via email, or, if file size is too large to email, submitted via CONSULTANT file sharing site.
- Traffic Control Plans will require no more than two iterations with the AGENCY and no more than two iterations with WSDOT.

- AGENCY will provide services not included in this scope of work, including but not limited to additional environmental and permitting work, civil engineering for roadway and approach widening design; hydraulic analysis and design; geotechnical services; and surveying.
- Changes to this scope of work, including assumptions, may require a supplement to the contract.
- The following sheets are assumed at each design stage:

| Sheet Name | 30% Design | 60% Design | 90% and Final Design |
|-----------------------------------|------------|------------|----------------------|
| Bridge Layout | 2 | 1 | 1 |
| Bridge General Notes | - | 1 | 1 |
| Bridge Demolition Plan | - | 1 | 2 |
| Bridge Construction Sequence | - | 1 | 2 |
| Foundation Layout | - | 1 | 1 |
| Shaft Details | - | 1 | 1 |
| Abutment 1 Layout | - | 1 | 1 |
| Abutment 1 Details | - | 2 | 2 |
| Abutment 2 Layout | - | 1 | 1 |
| Abutment 2 Details | - | 2 | 2 |
| Bearing Details | - | - | 1 |
| Framing Plan | - | 1 | 1 |
| Bridge Typical Section | - | 1 | 1 |
| Girder Schedule | - | 1 | 1 |
| Girder Details | - | 3 | 3 |
| End Diaphragms | - | 1 | 1 |
| Bridge Deck Reinforcement Plan | - | - | 1 |
| Bridge Deck Reinforcement Section | - | - | 1 |
| Bridge Barrier | - | 2 | 2 |
| Bridge Railing | - | 1 | 1 |
| Bridge Approach Slabs | - | 2 | 2 |
| Barlist | - | - | 3 |
| Traffic Control Plans | - | 2 | 4 |
| Total Sheets | 2 | 26 | 36 |

Design Standards

Project work will be performed according to the following references:

- Snohomish County Engineering Design and Development Standards (EDDS), September 17, 2021, edition.
- Snohomish County CADD standards.
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, latest edition.
- WSDOT Bridge Design Manual, latest edition, and active memorandums.
- AASHTO LRFD Bridge Design Specifications, 9th Edition.
- AASHTO Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition.
- AASHTO Manual for Bridge Evaluation, 3rd Edition.

Schedule

Assume notice to proceed (NTP) provided by October 31, 2024, and contract will end on December 31, 2028.

The following submittal schedule is assumed:

| Submittal | Date |
|--|---------------------|
| 30% Assessment | 12/13/2024 |
| 60% PS&E | 4/4/2025 |
| Draft Traffic Control Plan (TCP) to County | 4/4/2025 |
| Draft Final TCP to WSDOT | 5/9/2025 |
| Draft BA and JARPA | 5/9/2025 |
| Shoreline Permit | 6/13/2025 |
| Permitting | Through 2025 |
| 90% PS&E | 5/15/2026 |
| Final TCP to WSDOT | 5/15/2026 |
| Pre-Final PS&E | 6/26/2026 |
| Final PS&E | 8/14/2026 |
| Final CADD Files | 8/28/2026 |
| Final Design Calculations | 8/28/2026 |
| Advertisement | Approx. End of 2026 |
| Construction | 2027-2028 |

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/>.

The sub-consultant, RHC Engineering, is a certified DBE #D4F0023274. Their work is anticipated to be \$185,750.09, or 40.20% 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 AGENCY in the following formats upon completion of the various phases of the work:

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

| | |
|------------------|---|
| Two (2) Copies | Utility Conflict Plan/Spreadsheet (1 Excel and 1 PDF) |
| Two (2) Sets | 60% Plans (Half-size) (1 bound and 1 unbound) |
| One (1) Set | 60% Plans (Full-size) |
| One (1) Set | 60% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format. |
| One (1) Set | If using Data Shortcuts provide a zip file of the project Data Shortcuts |
| Two (2) Copies | 60% Engineer's Estimate using AGENCY format (1 Excel and 1 PDF) |
| 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 AGENCY via email attachment (See "Specification Development" section below) |
| One (1) Copy | Summary of Quantities, marked up by hand (See "Specification Development" section below) |
| Three (3) Copies | 60% Drainage Report (1 bound, 1 unbound and 1 PDF) |

90% DESIGN SUBMITTAL

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

| | |
|------------------|---|
| | 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 AGENCY format (1 Excel and 1 PDF) |
| Three (3) Copies | Final Full Drainage Report (1 bound, 1 unbound and 1 PDF) |
| One (1) Copy | Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the AGENCY via email attachment (See "Specification Development" section below) |
| One (1) Copy | Summary of Quantities, marked up by hand (See "Specification Development" section below) |
| 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 AGENCY in the form of electronic files (MS Office and PDF) and hard copies that bear names and/or signatures.

STANDARD AGENCY ENGINEERING GRAPHICS PAPER SIZES

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

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

SPECIFICATION DEVELOPMENT

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

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

requirement of this AGREEMENT, the AGENCY will notify CONSULTANT of intent to upgrade at least three (3) months prior to date when the CONSULTANT will be required to upgrade and begin using the new version.

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

RECORD DRAWING SUBMITTAL

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

Engineering Design and Development Standards may be downloaded at:

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

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

Exhibit D Prime Consultant Cost Computations



Pilchuck Creek Bridge #626 Replacement
Fee Estimate
Otak Project #21502
9/23/2024

| Task | Description | PIC/Sr. PM Civil | Civil Engineer X | Civil Engineer X | Civil Engineer V | Civil Engineer V | Engineering Designer IV | Engineering Technician IV | Scientist VI | Scientist V | Scientist II | Project Coord. I | Total Hours | Total Budget by Task |
|----------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------------------|---------------------------------|-----------------|----------------|-----------------|------------------------|-------------|-------------------------|
| 1 | Design Phase Project Management | 6 | 218 | 8 | 8 | 24 | | | 18 | | | 34 | 316 | \$63,539.60 |
| 1.1 | General Project Management | | 108 | | | | | | | | | 4 | 112 | \$24,202.20 |
| 1.2 | Invoice and Progress Reporting | | 30 | | | | | | | | | 30 | 60 | \$9,900.90 |
| 1.3 | Meetings | 6 | 80 | 8 | 8 | 24 | | | 18 | | | | 144 | \$29,436.50 |
| 2 | Environmental Documentation and Permitting | | 4 | | | 2 | 8 | 76 | 162 | | 144 | | 396 | \$58,316.48 |
| 2.1 | Document Review and Site Investigation | | | | | | | | 12 | | 12 | | 24 | \$3,706.32 |
| 2.2 | ESA Compliance Documentation | | | | | | | | 116 | | 84 | | 200 | \$32,216.24 |
| 2.3 | JARPA Drawings | | 2 | | | 2 | 8 | 40 | 10 | | | | 62 | \$7,989.60 |
| 2.4 | JARPA Form | | | | | | | 4 | 8 | | 16 | | 28 | \$3,800.76 |
| 2.5 | Shoreline Permit Application | | 2 | | | | | 32 | 16 | | 32 | | 82 | \$10,603.56 |
| 3 | Bridge Engineering | 6 | 191 | 40 | 4 | 543 | 374 | 102 | | | | | 1260 | \$193,924.56 |
| 3.1 | Document Review and Site Investigation | | 10 | 4 | | 20 | 10 | 4 | | | | | 48 | \$7,812.88 |
| 3.2 | 30% Design Assessment | | 26 | | | 52 | 16 | | | | | | 94 | \$15,645.08 |
| 3.3 | 60% Bridge Design and PS&E | 2 | 49 | 18 | | 222 | 206 | 40 | | | | | 537 | \$79,431.76 |
| 3.4 | 90% Bridge Design and PS&E | 2 | 50 | 8 | | 147 | 94 | 30 | | | | | 331 | \$50,776.58 |
| 3.5 | Final Bridge Design and PS&E | 2 | 40 | 6 | | 86 | 48 | 28 | | | | | 210 | \$32,822.26 |
| 3.6 | Bid Assistance | | 16 | 4 | 4 | 16 | | | | | | | 40 | \$7,436.00 |
| 4 | Traffic Control Plan | | 5 | 22 | 38 | | | | | | | | 65 | \$11,708.18 |
| 4.1 | Draft Traffic Control Plan | | 2 | 10 | 18 | | | | | | | | 30 | \$5,372.28 |
| 4.2 | Final Traffic Control Plan | | 3 | 12 | 20 | | | | | | | | 35 | \$6,335.90 |
| 5 | Construction Phase Services | | 208 | 24 | | 164 | 80 | 8 | | | | 24 | 508 | \$89,590.80 |
| 5.1 | Construction Phase Project Management | | 120 | | | | | | | | | 24 | 144 | \$29,042.64 |
| 5.2 | Construction Meetings and Site Visits | | 40 | 12 | | 40 | | | | | | | 92 | \$17,512.24 |
| 5.3 | Requests for Information (RFI) | | 12 | 8 | | 40 | | | | | | | 60 | \$10,471.60 |
| 5.4 | Submittals | | 16 | | | 40 | 8 | | | | | | 64 | \$10,607.52 |
| 5.5 | Changes | | 16 | | | 40 | 40 | | | | | | 96 | \$14,671.52 |
| 5.6 | As-Built Plans | | 4 | 4 | | 4 | 32 | 8 | | | | | 52 | \$7,285.28 |
| 6 | Bridge Load Rating | | 6 | | | 32 | | | | | | | 38 | \$6,177.08 |
| | Bridge Load Rating | | 6 | | | 32 | | | | | | | 38 | \$6,177.08 |
| | Total Hours | 12 | 632 | 94 | 50 | 765 | 462 | 186 | 180 | | 144 | 58 | 2583 | |
| | Direct Salary Rate | \$96.00 | \$75.00 | \$75.00 | \$51.74 | \$51.74 | \$43.29 | \$36.39 | \$66.81 | \$53.85 | \$38.47 | \$37.50 | | |
| | Overhead (164.31%) | \$157.74 | \$123.23 | \$123.23 | \$85.01 | \$85.01 | \$71.13 | \$59.79 | \$109.78 | \$88.48 | \$63.21 | \$61.62 | | |
| | Profit (29.05%) | \$27.89 | \$21.79 | \$21.79 | \$15.03 | \$15.03 | \$12.58 | \$10.57 | \$19.41 | \$15.64 | \$11.18 | \$10.89 | | |
| | Billing Rate | \$281.63 | \$220.02 | \$220.02 | \$151.78 | \$151.78 | \$127.00 | \$106.75 | \$196.00 | \$157.97 | \$112.86 | \$110.01 | | |
| | Total Labor Cost | \$3,379.56 | \$139,052.64 | \$20,681.88 | \$7,589.00 | \$116,111.70 | \$58,674.00 | \$19,855.50 | \$35,280.00 | \$16,251.84 | \$6,380.58 | | | \$423,256.70 |
| | Rate Escalation (9.00%) | | | | | | | | | | | | | \$38,093.10 |
| | Direct Expenses | | | | | | | | | | | | | \$740.00 |
| | Otak Subtotal | | | | | | | | | | | | | \$462,089.80 |
| Subconsultants | Fee | Markup | | | | | | | | | | | | |
| | RHC Engineering | \$185,750.09 | 1.0 | | | | | | | | | | | \$185,750.09 |
| | Project Total | | | | | | | | | | | | | \$647,839.89 |

Pilchuck Creek Bridge #626 Replacement
Expenses
Otak Project #2150
7/16/2024

| Description | Qty | Unit Cost | Total | |
|-------------|-----|-----------|-----------|-----------------------------|
| Mileage | 72 | \$ 0.67 | \$ 48.24 | WNR Site Visits |
| Mileage | 594 | \$ 0.67 | \$ 397.98 | STR Site Visits |
| Mileage | 438 | \$ 0.67 | \$ 293.46 | In-Person Meeting at County |
| Mileage | | \$ 0.67 | \$ - | |
| | | | \$ - | |
| | | | \$ - | |
| | | | \$ - | |
| | | | \$ - | |
| | | | \$ - | |
| | | | \$ - | |
| | | | \$ 739.68 | |

Rounded **\$ 740.00**

Fee Schedule

Consultant: Otak, Inc.

| Position Classification | Direct Salary Rate | ICR @164.31% | Profit @29.05% | Max Rate Per Hour |
|----------------------------------|-------------------------------|-------------------------|---------------------------|------------------------------|
| Sr. PIC/Sr. PM Civil | \$105.67 | \$173.63 | \$30.70 | \$310.00 |
| PIC/Sr. PM Civil | \$96.00 | \$157.74 | \$27.89 | \$281.63 |
| Civil Engineer X | \$75.00 | \$123.23 | \$21.79 | \$220.02 |
| Civil Engineer IX | \$70.53 | \$115.89 | \$20.49 | \$206.91 |
| Civil Engineer VIII | \$65.00 | \$106.80 | \$18.88 | \$190.68 |
| Civil Engineer VII | \$60.02 | \$98.62 | \$17.44 | \$176.07 |
| Civil Engineer VI | \$55.46 | \$91.13 | \$16.11 | \$162.70 |
| Civil Engineer V | \$51.74 | \$85.01 | \$15.03 | \$151.78 |
| Civil Engineer IV | \$47.00 | \$77.23 | \$13.65 | \$137.88 |
| Civil Engineer III | \$43.33 | \$71.20 | \$12.59 | \$127.11 |
| Civil Engineer II | \$35.00 | \$57.51 | \$10.17 | \$102.68 |
| Civil Engineer I | \$30.00 | \$49.29 | \$8.72 | \$88.01 |
| Engineering Designer V | \$48.08 | \$79.00 | \$13.97 | \$141.05 |
| Engineering Designer IV | \$43.29 | \$71.13 | \$12.58 | \$127.00 |
| Engineering Designer III | \$38.00 | \$62.44 | \$11.04 | \$111.48 |
| Engineering Designer II | \$34.50 | \$56.69 | \$10.02 | \$101.21 |
| Engineering Designer I | \$28.00 | \$46.01 | \$8.13 | \$82.14 |
| Engineering Technician VII | \$40.91 | \$67.21 | \$11.88 | \$120.00 |
| Engineering Technician VI | \$40.91 | \$67.21 | \$11.88 | \$120.00 |
| Engineering Technician V | \$40.56 | \$66.64 | \$11.78 | \$118.99 |
| Engineering Technician IV | \$36.39 | \$59.79 | \$10.57 | \$106.75 |
| Engineering Technician III | \$31.50 | \$51.76 | \$9.15 | \$92.41 |
| Engineering Technician II | \$26.50 | \$43.54 | \$7.70 | \$77.74 |
| Engineering Technician I | \$24.00 | \$39.43 | \$6.97 | \$70.41 |
| PIC/Scientist | \$75.73 | \$124.43 | \$22.00 | \$222.16 |
| Scientist VI | \$66.81 | \$109.78 | \$19.41 | \$195.99 |
| Scientist V | \$53.85 | \$88.48 | \$15.64 | \$157.97 |
| Scientist IV | \$47.75 | \$78.46 | \$13.87 | \$140.08 |
| Scientist III | \$41.80 | \$68.68 | \$12.14 | \$122.62 |
| Scientist II | \$38.47 | \$63.21 | \$11.18 | \$112.86 |
| Scientist I | \$30.00 | \$49.29 | \$8.72 | \$88.01 |
| Environmental Specialist | \$44.77 | \$73.56 | \$13.01 | \$131.34 |
| Sr. PIC/Sr. PM LA/Master Planner | \$101.92 | \$167.46 | \$29.61 | \$298.99 |
| PIC/Sr. PM LA/Master Planner | \$86.54 | \$142.19 | \$25.14 | \$253.87 |
| Landscape Architect VII | \$63.54 | \$104.40 | \$18.46 | \$186.40 |
| Landscape Architect VI | \$58.75 | \$96.53 | \$17.07 | \$172.35 |
| Landscape Architect V | \$53.85 | \$88.48 | \$15.64 | \$157.97 |
| Landscape Architect IV | \$47.75 | \$78.46 | \$13.87 | \$140.08 |
| Landscape Architect III | \$44.71 | \$73.46 | \$12.99 | \$131.16 |
| Landscape Architect II | \$41.03 | \$67.42 | \$11.92 | \$120.37 |
| Landscape Architect I | \$35.00 | \$57.51 | \$10.17 | \$102.68 |
| Landscape Technician III | \$35.49 | \$58.31 | \$10.31 | \$104.11 |
| Landscape Technician II | \$31.85 | \$52.33 | \$9.25 | \$93.44 |
| Landscape Technician I | \$28.00 | \$46.01 | \$8.13 | \$82.14 |
| Planner VI | \$62.48 | \$102.66 | \$18.15 | \$183.29 |
| Planner V | \$56.50 | \$92.84 | \$16.41 | \$165.75 |
| Planner IV | \$53.00 | \$87.08 | \$15.40 | \$155.48 |
| Position Classification | Direct Salary Rate | ICR @164.31% | Profit @29.05% | Max Rate Per Hour |
| Planner III | \$48.80 | \$80.18 | \$14.18 | \$143.16 |
| Planner II | \$43.51 | \$71.49 | \$12.64 | \$127.64 |

| | | | | |
|----------------------------------|---------|---------|---------|----------|
| Planner I | \$39.18 | \$64.38 | \$11.38 | \$114.94 |
| Planner Associate IV | \$38.50 | \$63.26 | \$11.18 | \$112.94 |
| Planner Associate III | \$35.00 | \$57.51 | \$10.17 | \$102.68 |
| Planner Associate II | \$30.00 | \$49.29 | \$8.72 | \$88.01 |
| Planner Associate I | \$26.00 | \$42.72 | \$7.55 | \$76.27 |
| Sr. GIS Specialist - Planner | \$42.00 | \$69.01 | \$12.20 | \$123.21 |
| GIS Specialist - Planner | \$38.00 | \$62.44 | \$11.04 | \$111.48 |
| Project Coordinator III | \$44.31 | \$72.81 | \$12.87 | \$130.00 |
| Project Coordinator II | \$43.27 | \$71.10 | \$12.57 | \$126.94 |
| Project Coordinator I | \$37.50 | \$61.62 | \$10.89 | \$110.01 |
| Project Administrative Assistant | \$35.00 | \$57.51 | \$10.17 | \$102.68 |
| Graphics Specialist | \$40.73 | \$66.92 | \$11.83 | \$119.49 |

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

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

Reimbursable Classifications

Mileage

Outside Vendor Costs

Rates

Current IRS Rate

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.



**Washington State
Department of Transportation**

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

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 26, 2024

Otak, Inc.
808 SW Third Ave., Suite 800
Portland, OR 97204

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Justin Monahan:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by D.L. Purvine, CPA, PLLC as follows:

- Home Office: 164.31% of direct labor (rate includes 0.45% Facilities Capital Cost of Money).
- Field Office: 130.72% of direct labor (rate includes 0.36% 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 the firm is responsible for determining the acceptability of the ICR.

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

Regards,


Schatzie Harvey (Jun 27, 2024 06:24 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: BJO

Exhibit E

Sub-Consultant Cost Computations

Pilchuck Creek Bridge #626 Replacement

Fee Estimate

RHC Engineering

9/23/2024

| Task | Description | Principal Engineer | Senior Structural Engineer | Structural Engineer | Senior CAD Drafter | Total Hours | Total Budget by Task |
|----------|--|--------------------|----------------------------|---------------------|--------------------|-------------|----------------------|
| 3 | Bridge Engineering | 36 | 274 | 306 | 136 | 752 | \$133,724.18 |
| 3.1 | Document Review and Site Investigation | 1 | 16 | 40 | 0 | 57 | \$9,923.20 |
| 3.2 | 30% Design Assessment | 16 | 40 | 40 | 0 | 96 | \$19,493.20 |
| 3.3 | 60% Bridge Design and PS&E | 7 | 128 | 144 | 64 | 343 | \$59,654.32 |
| 3.4 | 90% Bridge Design and PS&E | 6 | 64 | 64 | 64 | 198 | \$33,557.92 |
| 3.5 | Final Bridge Design and PS&E | 4 | 18 | 18 | 8 | 48 | \$8,835.54 |
| 3.6 | Bid Assistance | 2 | 8 | 0 | 0 | 10 | \$2,260.00 |
| 5 | Construction Phase Services | 12 | 116 | 48 | 24 | 200 | \$38,266.64 |
| 5.2 | Construction Meetings and Site Visits | 0 | 24 | 0 | 0 | 24 | \$4,920.00 |
| 5.3 | Requests for Information (RFI) | 2 | 24 | 0 | 0 | 26 | \$5,540.00 |
| 5.4 | Submittals | 4 | 24 | 24 | 0 | 52 | \$9,959.92 |
| 5.5 | Changes | 4 | 32 | 24 | 0 | 60 | \$11,599.92 |
| 5.6 | As-Built Plans | 2 | 12 | 0 | 24 | 38 | \$6,246.80 |
| | Total Hours | 48 | 390 | 354 | 160 | 952 | |
| | Direct Salary Rate | \$117.47 | \$77.68 | \$60.00 | \$50.00 | | |
| | Overhead (134.83%) | \$158.40 | \$104.75 | \$80.90 | \$67.42 | | |
| | Profit (29.05%) | \$34.13 | \$22.57 | \$17.43 | \$14.53 | | |
| | Billing Rate | \$310.00 | \$205.00 | \$158.33 | \$131.95 | | |
| | Total Labor Cost | \$14,880.00 | \$79,950.00 | \$56,048.82 | \$21,112.00 | | \$171,990.82 |
| | Rate Escalation (8.00%) | | | | | | \$13,759.27 |
| | RHC Total | | | | | | \$185,750.09 |

Fee Schedule

Subconsultant: R.H. Chen Engineering

| Position Classification | Direct Salary Rate | ICR @134.83% | Profit @29.05% | Max Rate Per Hour |
|--------------------------------|-------------------------------|-------------------------|---------------------------|------------------------------|
| Structural Design Engineer | \$40.00 | \$53.93 | \$11.62 | \$105.55 |
| Structural Engineer | \$60.00 | \$80.90 | \$17.43 | \$158.33 |
| Senior CAD Drafter | \$50.00 | \$67.42 | \$14.53 | \$131.95 |
| Civil Engineer I | \$40.00 | \$53.93 | \$11.62 | \$105.55 |
| Senior Structural Engineer | \$77.68 | \$104.75 | \$22.57 | \$205.00 |
| Principal Engineer | \$117.47 | \$158.40 | \$34.13 | \$310.00 |

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 AGENCY.

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

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

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



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

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 22, 2024

RHC Engineering, Inc.
720 3rd Ave, Suite 1400
Seattle, WA 98104

Subject: Acceptance FYE 2023 ICR – Audit Office Review

Dear Jane Li:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2023 Indirect Cost Rate (ICR) of 134.83% 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) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Aug 23, 2024 09:08 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:sms

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 Appendices A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G – Certification Documents

| | |
|----------------|--|
| Exhibit G-1(a) | Certification of Consultant |
| Exhibit G-1(b) | Certification of 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

Otak, Inc.

whose address is

2828 Colby Avenue, Suite 401, Everett, WA 98201

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.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

☐ Snohomish County Executive

☐ Executive Director

of Snohomish County, Washington, and Otak, Inc., or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to Snohomish County and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

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

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

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

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

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

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

Firm: Otak, Inc.

Signature

Title

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 \$3,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$3,000,000.

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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-1 Consultant Invoice (sample)

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

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

TASK 1 - Project Management

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

TASK 2 - Design

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

REIMBURSABLES:

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

SUBCONSULTANTS:

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

TOTAL DUE THIS INVOICE:

\$13,463.07

EXHIBIT K-2
Consultant Progress Report (sample)

PROJECT PROGRESS REPORT No. 1

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

TASKS ACCOMPLISHED:

Tasks Accomplished by XYZ Company:

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

Tasks Accomplished by Sub-consultants:

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

SCHEDULE STATUS:

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

Explanation of Variance Between Anticipated and Actual Schedule:

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

BUDGET STATUS:

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

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.