

Snohomish County Standard Consultant Agreement		Consultant/Address/Telephone Otak, Inc. 10230 NE Points Drive, Suite 400 Kirkland, WA 98033	
☒ Architectural/Engineering Agreement ☐ Personal Services Agreement		Contact Name / E-Mail Address Nico Vanderhorst / nico.vanderhorst@otak.com Telephone 425-739-4212 Fax 425-827-9577	
Agreement Number CCF08-13		Project Title And Work Description North Creek Trail Design Services	
Federal Aid Number CM-2031(112)		Provide Design Services for a section of the North Creek Regional Trail (2.8 miles) between SR 524 and North Creek Park at 183rd Street SE.	
Agreement Type (Choose one) ☐ Lump Sum Lump Sum Amount \$ _____ ☐ Cost Plus Fixed Fee Overhead Progress Payment Rate: <u>0.00</u> % Overhead Cost Method ☐ Actual Cost ☐ Actual Cost Not To Exceed: <u>0.00</u> % ☐ Fixed Overhead Rate: <u>0.00</u> % Fixed Fee \$ _____ ☒ Specific Rates of Pay ☒ Negotiated Hourly Rate ☐ Provisional Hourly Rate ☐ Cost Per Unit of Work		DBE Participation ☐ Yes ☒ No _____ % Federal Employer ID Number 91-1324129 UBI Number 600-614-735 Do you require a 1099 for IRS? ☐ Yes ☒ No Completion Date December 31, 2015 Total Amount Authorized \$1,029,511.00 Management Reserve Fund \$100,000.00 Maximum Amount Payable \$1,129,511.00	

INDEX OF EXHIBITS (Check all that apply):

- | | |
|--|--|
| ☒ Exhibit A-1 Scope of Work | ☒ Exhibit G-2 Fee – Sub Specific Rates |
| ☐ Exhibit A-2 Task Order Agreement | ☒ Exhibit G-3 Sub Overhead Cost |
| ☐ Exhibit B-1 DBE Utilization Certification | ☒ Exhibit H Title VI Assurances |
| ☒ Exhibit C Electronic Exchange of Data | ☒ Exhibit I Payment Upon Termination of Agreement |
| ☐ Exhibit D-1 Payment - Lump Sum | ☒ Exhibit J Alleged Consultant Design Error Procedures |
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| ☒ Exhibit E-1 Fee - Budget | ☒ Exhibit M-1b Agency Official Certification |
| ☒ Exhibit E-2 Fee - Specific Rates | ☒ Exhibit M-2 Certification - Primary |
| ☒ Exhibit F Overhead Cost | ☒ Exhibit M-3 Lobbying Certification |
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| ☒ Exhibit G-1 Subconsultant Fee - Budget | ☒ Exhibit N Examples |

THIS AGREEMENT, made and entered into this 25th day of February, 2014, between, Snohomish County, a political subdivision of the State of Washington hereinafter called the "COUNTY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the COUNTY desires to accomplish the above referenced project, and

WHEREAS, the COUNTY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the COUNTY,

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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

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 COUNTY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the COUNTY. The CONSULTANT shall attend coordination, progress and presentation meetings with the COUNTY and/or such Federal, State, Community, City or County officials, groups or individuals as may be required by the COUNTY. The COUNTY shall provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the COUNTY and the CONSULTANT and shown in Exhibit "A".

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

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), if required, shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm it must comply with the Commercial Useful Function (CUF) regulation outlined in the COUNTY'S "DBE Program Participation Plan." The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT's Highway and Local Programs Project Development Engineer in consultation with the COUNTY.

All reports, PS&E materials, and other data furnished to the CONSULTANT by the COUNTY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C".

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 this

PROJECT, and are the property of the COUNTY. Reuse by the COUNTY or by others, acting through or on behalf of the COUNTY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

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 COUNTY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V Payment Provisions

The CONSULTANT shall be paid by the COUNTY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made a part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the COUNTY'S PROJECT Manager.

VI Sub-Contracting

The COUNTY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto, and by reference made a part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G".

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the COUNTY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the COUNTY. No permission for sub-contracting shall create, between the COUNTY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highway and Local Programs Project Development Engineer in consultation with the COUNTY.

VII Employment

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

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 COUNTY, 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 to be rendered as provided herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or any other basis, during the period of the AGREEMENT, any professional or technical personnel who are, or have been, at any time prior to or during the period of the AGREEMENT, in the employ of the United States Department of Transportation, or the State, or the COUNTY, except retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

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

Title VI of the Civil Rights Act of 1964

(42 USC, Chapter 21, Subchapter V, Section 2000d through 2000d-4a)

Federal-Aid Highway Act of 1973

(23 USC, Chapter 3, Section 324)

Rehabilitation Act of 1973

(29 USC, Chapter 16, Subchapter V, Section 794)

Age Discrimination Act of 1975

(42 USC, Chapter 76, Section 6101, et seq.)

Civil Rights Restoration Act of 1987

(Public Law 100-259)

American with Disabilities Act of 1990

(42 USC, Chapter 126, Section 12101, et. Seq.)

49 CFR, Part 21

23 CFR, Part 200

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 "H", attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 COUNTY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the COUNTY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I", for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the COUNTY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the COUNTY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the COUNTY at the time of termination, the cost to the COUNTY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the COUNTY of the work 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 above.

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

In the event of death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the COUNTY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the COUNTY, if the COUNTY so chooses.

In the event of death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with COUNTY concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the COUNTY shall not constitute a waiver by the COUNTY 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 work required of it by the COUNTY. Forbearance of any rights under the AGREEMENT shall not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes in Work

The CONSULTANT shall make such changes and revisions to the completed work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the COUNTY, without additional compensation therefore. Should the COUNTY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the COUNTY. This work shall be considered as Extra Work and shall be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the COUNTY shall be referred for determination to the Director of Public Works or COUNTY 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 COUNTY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors shall be conducted under the procedures found in Exhibit "J", and disputes concerning claims shall be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the County of Snohomish. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 of Snohomish.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the COUNTY and the State and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the COUNTY or the State against and hold harmless the COUNTY or the State from claims, demands or suits based solely upon the conduct of the COUNTY or State, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the COUNTY or the State, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, and (2) the cost to the COUNTY or the State of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the COUNTY 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.

Unless otherwise specified in the AGREEMENT, the COUNTY 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 COUNTY 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 the 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 written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in an aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the COUNTY will be named on all policies as an additional insured. The CONSULTANT shall furnish the COUNTY with verification of insurance and endorsements required by the AGREEMENT. The COUNTY 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 the COUNTY.

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

The CONSULTANT'S professional liability to the COUNTY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

- A. The COUNTY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by order, or otherwise affects any other terms and conditions of the AGREEMENT, the COUNTY 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 the 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 order. However, if the COUNTY decides that the facts justify it, the COUNTY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the County

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the COUNTY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting material

submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

SNOHOMISH COUNTY

[Signature] 2/25/14
Signature **PETER B. CAMP**
Executive Director

Title

OTAK, INC.

[Signature]
Signature
Principal

Title

CONTRACT TEMPLATE ONLY

REVIEWED AND APPROVED:

Gordon W. Sivley
Deputy Prosecuting Attorney
Date: June 12, 2012

COUNCIL USE ONLY	
Approved:	<u>2-24-14</u>
Docfile:	<u>D-4</u>

EXHIBIT A-1

Scope of Work

Description of Project:

The purpose of the North Creek Trail Project is to design and eventually build a 2.5 mile regional trail facility between SR 524 and North Creek Park at 183rd Street SE. The trail will be part of a coordinated regional system that will eventually connect the Sammamish River/Burke-Gilman Trail in King County with the Snohomish County Regional Interurban Trail in Everett. The trail will accommodate pedestrians, runners, bicyclists, and other non-motorized trail users. The trail will be designed to be accessible. Key project elements include:

- A 2.5 mile length regional trail with a 12 foot width pavement
- Right-of-way acquisition
- Pedestrian bridges/boardwalks and a pedestrian bridge crossing over North Creek
- Environmental permitting/mitigation
- Street crossings and driveway crossings
- Stormwater management
- Utility coordination
- Frontage improvements – residential property frontages
- Trail connections and trailheads
- Enhanced aesthetics, hardscape, landscape
- Community involvement
- The potential for Federal funding

The anticipated construction cost of this phase of the project is \$12.0 to \$13.0 million. The COUNTY has completed a Design Report for the project. This phase of the project will take design from an approximate 30% level to a 100% level, which will allow the project to be advertised for bids or to be shelved for future bidding and construction.

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Coordination the COUNTY

The CONSULTANT will coordinate with the COUNTY on a regular basis to keep the COUNTY's project manager informed about project progress, project issues and schedule. The CONSULTANT will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the COUNTY will occur on a weekly basis.

1.2 Coordination of Subconsultants

The CONSULTANT will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices.

1.3 Preparation of Project Work Plan

The CONSULTANT will prepare a preliminary Project Work Plan prior to the project kickoff meeting. The Project Work Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Project Work Plan will be updated after the project kickoff meeting, subject to comments received.

Deliverables

- Project Work Plan
- Project schedule updates

1.4 Project Kickoff Meeting

The CONSULTANT will attend one (1) project kickoff meeting with COUNTY Staff. The kickoff meeting will be used to review and discuss project goals and requirements and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

1.5 Coordination Meetings (Assume 12 meetings)

Project coordination meetings with COUNTY Staff will occur approximately on a monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will generally be held at the COUNTY. It is anticipated that a total of twelve (12) design meetings will be held during the design period. Attendance will generally include the CONSULTANT's project manager and project engineer along with designated COUNTY Staff.

1.6 Stakeholder/Agency Meetings (Assume 3 meetings)

There are a number of Stakeholder/Agency groups that may have an interest in this project. Examples include the City of Bothell, WSDOT, Snohomish County Parks, and various permitting agencies. This Task provides time for the preparation for and attendance of up to three (3) Stakeholder/Agency meetings during the design process.

1.7 Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

Deliverables

- Monthly progress report and monthly invoice, per COUNTY requirements

2.0 DATA COLLECTION AND REVIEW

2.1 Data Collection and Review of Existing Field Conditions

The CONSULTANT's design team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented and digital photographs will be taken. The CONSULTANT will inventory significant features to be considered in design. This task will also include collection of existing codes, records, maps, reports, and other relevant information from the COUNTY.

Deliverables

- Site photographs and inventory (listing) of existing information to be referenced

2.2 Review of Existing 30% Design Documentation

In addition to the field review and more general information collected as part of Task 2.1, a detailed review of the North Creek Trail Final Design Report will be completed, along with a review of all the supporting design documents developed as part of the preliminary design (by COUNTY). Existing AutoCAD files of the preliminary design (30%) will be assembled to establish and provide a design baseline to carry forward to the 60% level design.

Deliverables

- Assemble existing preliminary design (30%) AutoCAD files to provide design baseline

3.0 DATA COLLECTION AND TOPOGRAPHIC SURVEYING/MAPPING

3.1 Topographic Surveying and Mapping – Update Existing Mapping

The CONSULTANT will provide surveying and mapping to supplement the 30% level base map prepared by the COUNTY to include features not previously included in the map but necessary for final design. The area to be surveyed will generally include a 50-foot wide strip along the proposed trail alignment.

A utility locate service will be retained to mark underground utilities within the project area. The CONSULTANT will field survey existing visible above ground utilities and underground utility markings that we find are not included in the existing survey. Storm drainage, and other utilities shall be surveyed to the first structure or fitting outside of the project area. Invert elevations and pipe dimensions shall be obtained for all existing storm drains and sewer structures within these limits.

Additional features that we find are not included in the preliminary survey including topography breaks, fences, pavement and other hardscape, signage, significant trees (10-inch diameter or greater), other significant landscaping, and buildings within the project limits will be surveyed. New or missing street features will also be included in the survey. The field survey will be referenced to COUNTY survey control consistent with the existing mapping prepared by the COUNTY. Any additional topography required will be surveyed sufficiently to prepare a digital terrain model (DTM) and generate a two-foot contour interval map. The new data will be merged into the existing data.

Deliverables

- Topographic Base Map (Scale 1"=20') with two-foot contour intervals. Right-of-way and parcel information supplied by the COUNTY will be referenced in the base map.

3.2 Supplemental Topographic Surveying and Mapping (Allowance)

Additional field and office time is expected for miscellaneous field "pickup" that will become evident during the design process for areas such as connection points and crossings. A total of 40 (forty) additional field crew hours and associated office support time have been budgeted for this task. In addition, 8 (eight) additional field crew hours have been budgeted in support of potholing activities.

Deliverables

- Updated Topographic Base Map showing supplemental data
- As-built pothole data (sketch and table)

3.3 Right-of-Way Support – Easements, Legals, Exhibits (Allowance)

An allowance has been included to provide design information to support the right-of-way acquisition effort being done by others. Work is anticipated to include the furnishing of design information needed to complete easements and legal descriptions (by COUNTY) as well as design exhibits to illustrate frontage design details.

4.0 FRANCHISE UTILITY COORDINATION

4.1 Coordination/Meetings with Franchise Utilities

The CONSULTANT will begin communications with franchise utility companies (power, gas, telecommunications, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss any potential relocation requirements, cost, schedule and recommendations on location of new facilities. The CONSULTANT will also coordinate with other COUNTY departments as needed to coordinate COUNTY utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to four (4) utility coordination meetings will occur with franchise or COUNTY utilities that are determined to have conflicts or require relocation.

4.2 Coordination/Review and Utility Conflict Resolution

Based on information determined during coordination per Task 4.1, it is anticipated that existing utilities may need to be relocated to accommodate the proposed project. Once potential conflicts are identified, the CONSULTANT will provide additional engineering to determine if the design can be revised to avoid utility

conflict or to provide guidance to the utility companies on relocation efforts.

4.3 Preparation of Utility Conflict Plan/Spreadsheet

The CONSULTANT will prepare a spreadsheet/matrix summarizing utility conflict locations and actions to be taken. Permit requirements for each location will be included in the matrix. This document will be updated whenever new information becomes available to assure that all utility coordination activities are tracked. The CONSULTANT will also prepare a Comprehensive Utility Coordination Plan to show all existing and proposed utilities within the Corridor. This Task will include the determination of environmental/permitting requirements for utility relocation work, per coordination with Task 5.0.

Deliverables

- Spreadsheet/matrix summarizing utility conflict locations
- Utility Coordination Plan

5.0 ENVIRONMENTAL/PERMITTING

5.1 General Coordination with Permitting Agencies/the COUNTY

The environmental/permitting work required for the project will be led and prepared by the COUNTY. The CONSULTANT will provide coordination and design input to support the environmental/permitting effort. Coordination meetings will be held with the permitting agencies and with the COUNTY to review/discuss project issues during the design process. Technical design support will be provided per Task 5.2.

5.2 Environmental/Permitting Support – Exhibits, Data, Calculate Impact Areas (Allowance)

The CONSULTANT will provide technical design support to support the environmental/permitting work being led and prepared by the COUNTY. An allowance has been established to provide exhibits, to furnish design data, and to calculate and track areas of impacts (sensitive areas, buffers, mitigation areas, etc.)

5.3 Preparation of Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT will prepare a Preliminary Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP will be prepared in accordance with COUNTY and Department of Ecology guidelines and requirements. The SWPPP will include supporting figures and calculations. It is anticipated that the Preliminary SWPPP will be integrated into the project specifications as an attachment.

Deliverables

- Stormwater Pollution Prevention Plan (SWPPP)

6.0 PRELIMINARY AND FINAL DESIGN/ENGINEERING

6.1 Design Coordination Meetings (Assume 12 meetings)

Design coordination meetings with COUNTY Staff and the design team will occur approximately on a monthly basis to review progress, to discuss project related issues, and to review technical design topics. Design coordination meetings will be scheduled at key project delivery milestones, as required. It is anticipated that a total of twelve (12) design meetings will be held during the design period.

6.2 Review and Verification of Alignment and Connection Concepts

The CONSULTANT will review and verify the alignment and connection concepts developed by the COUNTY as part of the preliminary 30% level design. The review and verification task will be based on the Data Collection and Review completed per Task 2.0. Task 6.2 will provide an independent review of the preliminary 30% alignment and connection concepts and the design assumptions made. Task 6.2 will also recommend adjustments/revisions to the 30% design, if required. A brief design memorandum will be prepared that summarizes the findings of this Task and includes sketches of recommended alignment/connection adjustments

to consider for 60% level design. One (1) review meeting with COUNTY Staff will be held to discuss/review findings, prior to finalizing the design memorandum.

Deliverables

- Design Memorandum regarding Trail Alignment and Connection Concepts

6.3 Preparation of 60% Civil Plans

The CONSULTANT will prepare 60% level civil design plans for the proposed trail alignment. Plans will be prepared to current COUNTY standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 60% level. Plans will include roadway sections, horizontal layout, vertical profile, and schematic layout of utility improvements for storm drainage and other utilities to be adjusted. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Cross-sections of the proposed trail alignment will be provided at 25-foot stations for reference/review. The cross-section data will be provided electronically. The 60% civil plans will be coordinated and submitted to the COUNTY for review. Review comments will be addressed and incorporated into the 90% civil plans.

Deliverables

- 60% Civil Design Plans
- Trail Alignment Cross-Sections at 25-foot Stations – Electronic for Reference/Review

6.4 Preparation of 60% Landscape Plans

The COUNTY will prepare 60% level landscape plans for the proposed trail alignment. The CONSULTANT will provide the AutoCAD drafting of the plans, based on "redlines" provided by the COUNTY. Plans will be prepared to current COUNTY standards. Plans will show the landscape of planter strips and adjacent frontage areas impacted by construction. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

Deliverables

- 60% Landscape Plans (designed by COUNTY and drafted by the CONSULTANT)

6.5 Preparation of 60% Summary of Quantities

A Summary of Quantities will be prepared for all the bid quantities anticipated at the 60% level of design. The Summary of Quantities will be prepared in a construction plan format, in accordance with COUNTY standards and requirements. The Summary of Quantities will be used as the basis for the Engineer's Estimate developed as part of Task 6.17.

Deliverables

- 60% Summary of Quantities Plan(s)

6.6 Preparation of 60% Drainage Report

Drainage analysis will be conducted utilizing the current Snohomish County Drainage Manual, equivalent to the 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington (Ecology 2012), Snohomish County Engineering Design and Development Standards, 2010 Edition., Snohomish County Code, Current Edition.

Update Hydrologic and Hydraulic Analysis – The CONSULTANT will update the a preliminary hydrologic and hydraulic analysis for the trail project, this update will include converting the preliminary MGS Flood hydrologic modeling into it base HSPF model, to allow the integration of hydrologic and hydraulic data from the COUNTY's 2002 Drainage Needs Report (DNR) project into the projects models. Specific activities include the following:

- review of existing drainage features and drainage patterns of the existing trail corridor and adjacent properties;

- conduct a field reconnaissance of project area and vicinity including downstream analysis of natural drainage features;
- define hydrologic characteristics of the site conditions for the project subbasins such as basin boundaries, area, land cover, soil types, flow paths and times of concentration;
- Define hydrologic characteristics and complete preliminary hydrologic modeling of historic and developed conditions.
- Complete a preliminary hydraulic analysis for the trail project to estimate the requirements for flow control, water quality treatment, and conveyance.
- Review infiltration and pervious pavement alternatives where direct discharge is not feasible

Drainage Design – The CONSULTANT will evaluate the potential incorporation of low impact development (LID) techniques, per the COUNTY's municipal NPDES permit, to address flow control and water quality treatment requirements within the proposed project limits. The CONSULTANT will complete a preliminary design of the drainage features including locations and sizes of storm drain pipes, infiltration facilities, dispersion systems, and water quality facilities. Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Preliminary 60% Drainage Report that will be the basis of design.

Deliverables

- Preliminary 60% Drainage Report

6.7 Preparation of 90% Civil Plans

The CONSULTANT will prepare 90% level civil design plans for the proposed trail alignment. Plans will be prepared to current COUNTY standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 90% level. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Cross-sections of the proposed trail alignment will be provided at 25-foot stations for reference/review. The cross-section data will be provided electronically. The 90% civil design plans will be coordinated and submitted to the COUNTY for review. Review comments will be addressed and incorporated into the 100% civil plans.

Deliverables

- 90% Civil Design Plans
- Trail Alignment Cross-Sections at 25-foot Stations – Electronic for Reference/Review

6.8 Preparation of 90% Landscape Plans

The COUNTY will prepare 90% level landscape plans for the proposed trail alignment. The CONSULTANT will provide the AutoCAD drafting of the plans, based on "redlines" provided by the COUNTY. Plans will be prepared to current COUNTY standards. Plans will show the landscape of planter strips and adjacent frontage areas impacted by construction. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

Deliverables

- 90% Landscape Plans (designed by COUNTY and drafted by the CONSULTANT)

6.9 Preparation of 90% Summary of Quantities

A Summary of Quantities will be prepared for all the bid quantities anticipated at the 90% level of design. The Summary of Quantities will be prepared in a construction plan format, in accordance with COUNTY standards and requirements. The Summary of Quantities will be used as the basis for the Engineer's Estimate developed as part of Task 6.17.

Deliverables

- 90% Summary of Quantities Plan(s)

6.10 Preparation of Pre-Final Drainage Report

Drainage analysis will be conducted utilizing the design criteria from Task 6.6.

Finalize Hydrologic and Hydraulic Analysis – The CONSULTANT will complete a design level hydrologic and hydraulic analysis for each of the stormwater flow control and treatment facilities and each conveyance system within the project.

Drainage Design – The CONSULTANT will complete a Pre-Final design of the drainage facilities addressing review comments from the 60% Drainage Report. Drainage calculations will also be prepared for existing and proposed conveyance. The drainage analysis and calculations will be summarized in a Pre-Final Drainage Report.

Deliverables

- Pre-Final Drainage Report

6.11 Preparation of 100% Civil Plans

The CONSULTANT will prepare 100% level civil design plans for the proposed trail alignment. Plans will be prepared to current COUNTY standards. An anticipated drawing list for the project is attached as Exhibit A-2 showing the drawings that are anticipated at the 100% level. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. The 100% civil design plans will be coordinated and submitted to the COUNTY for bidding and/or shelving purposes.

Deliverables

- 100% Civil Design Plans

6.12 Preparation of 100% Landscape Plans

The COUNTY will prepare 100% level landscape plans for the proposed trail alignment. The CONSULTANT will provide the AutoCAD drafting of the plans, based on "redlines" provided by the COUNTY. Plans will be prepared to current COUNTY standards. Plans will show the landscape of planter strips and adjacent frontage areas impacted by construction. Plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity.

Deliverables

- 100% Landscape Plans (designed by COUNTY and drafted by the CONSULTANT)

6.13 Preparation of Final Summary of Quantities

A Final Summary of Quantities will be prepared for all the bid quantities anticipated at the 100% level of design. The Summary of Quantities will be prepared in a construction plan format, in accordance with COUNTY standards and requirements. The Summary of Quantities will be used as the basis for the Engineer's Estimate developed as part of Task 6.17.

Deliverables

- Final Summary of Quantities Plan(s)

6.14 Preparation of Final Drainage Report

The Final Drainage Report will be finalized using the design criteria from Task 6.6 and final review comments from the COUNTY regarding the Pre-Final Drainage Report.

Deliverables

- Final Drainage Report

6.15 Special Studies – Stream Study for North Creek (Allowance)

An allowance has been provided to prepare Special Stream Studies that may be required, for the proposed bridge/structure crossing of North Creek. Work may include the evaluation of flood impacts and the evaluation of bank stability/bridge scour within the general limits of the proposed bridge crossing.

6.16 Preparation of Technical Specifications (Special Provisions – 60%, 90%, Final)

Specifications will be based on the 2014 (or current) edition of the WSDOT Standard Specifications with the APWA supplement, current amendments, and COUNTY requirements. Special Provisions will address technical work, as well as issues such as inconvenience to the neighborhood and traveling public, allowable work hours, construction phasing, utility coordination and other items specific to the needs of the COUNTY. It is assumed that the COUNTY will provide us with a current “front-end” boilerplate that includes general conditions, the bid proposal, and the contract documents. The specifications will be prepared to adhere to State and Federal funding requirements. The 60% level specifications will include outline specifications.

Deliverables

- Outline Specifications (Special Provisions) – 60%
- Special Provisions – 90%
- Final Specifications – 100%

6.17 Preparation of Engineer's Estimate (60%, 90%, Final)

Engineering estimates of anticipated construction costs will be prepared at the 60%, 90% and 100% levels. Estimates will be prepared using historical unit prices from similar projects, other current cost data, and recent COUNTY projects. The Engineer's Estimate will be based on the Summary of Quantities.

Deliverables

- Engineer's Estimate – 60% , 90%, and Final - based on unit price bid items

7.0 STRUCTURAL DESIGN/ENGINEERING

7.1 Review and Verification of 30% Design Concepts

The CONSULTANT will conduct field visits along the length of the trail at all of the bridge, boardwalk and retaining wall locations that are identified in the 30% design plans. This task includes coordination with the geotechnical engineer regarding boring locations and review of the results of the investigation. The 30% design plans and reports will be reviewed along with new geotechnical information, and each structure, including its foundation type, will be evaluated to determine whether design may proceed with the existing configuration shown in the 30% design plans, or whether evaluation of additional alternatives is warranted. It is anticipated that, as a minimum, alternative structures will be evaluated for the elevated crossing of the North Creek Canyon and its approach structures. The CONSULTANT will also verify that all proposed structures, particularly the cut retaining walls can be constructed within the proposed right-of-way. The CONSULTANT will prepare preliminary level details for alternate structures proposed. Following the evaluation of each structure, the CONSULTANT will review the 30% design cost estimate for each structure and determine whether an adjusted cost estimate is necessary to reflect any changes to the design. The following is a summary of the structures that are anticipated to be included in the project based on the 30% design (a more detailed list is provided below):

- Up to 18 separate retaining walls, of which 13 are over 4 feet high and considered structural walls
- 3 separate boardwalks, with a total length of boardwalk of approximately 300 feet
- A North Creek Canyon crossing that includes a combination of bridges and boardwalks for a total, elevated structure length of approximately 1,330 feet
- 1 separate pedestrian bridge, approximately 80 feet in length
- 1 separate cantilever structure, approximately 70 feet in length

A boardwalk is defined as an elevated walkway structure with spans generally 10 feet or less, with a vertical clearance above grade approximately 4 feet or less and with minimal structural weight and mass where small

diameter pipe piles (3 or 4-inch diameter) are suitable for foundation support. Boardwalks are most often used to carry a trail or walkway over sensitive areas where placing fill material for a trail is undesirable.

A bridge is defined as a structure with spans 10 feet or greater that carries the trail over ravines, streams, sensitive areas or other large features where an at-grade trail is not feasible. Bridges for this project are anticipated to have span lengths ranging from 40 feet up to 150 feet with concrete spread footing or driven pipe pile (12-inch diameter) foundations. Bridges for this project will require larger construction equipment than boardwalks.

Based on the Design Report, the cantilever structure will consist of a boardwalk or elevated walkway where, due to the cross slope of the existing ground, half of the structure is supported on grade while the other half will require a vertical post support, likely a pin pile.

The list of anticipated structures based on the Design Report includes:

Structure Type	Approx. Begin Station	Approx. End Station	Comments
Retaining Wall (Left)	23+50	24+60	Fill wall less than 4-feet
Retaining Wall (Left)	28+00	29+40	Fill wall less than 4-feet
Boardwalk	29+80	30+30	
Boardwalk	31+20	31+60	
Retaining Wall (Right)	74+60	77+70	Fill/Cut greater than 4-feet
Retaining Wall (Left)	75+70	77+70	Fill greater than 4-feet
North Creek Canyon	77+70	91+05	Multi-span bridge/boardwalks
Boardwalk	91+80	94+20	
Retaining Wall (Left)	94+40	96+00	Cut wall greater than 4-feet
Retaining Wall (Right)	94+40	96+00	Cut wall greater than 4-feet
Retaining Wall (Left)	103+30	107+40	Fill wall approx. 10-feet
Retaining Wall (Right)	103+30	107+40	Fill wall approx. 10-feet
Retaining Wall (Left)	107+40	114+00	Cut wall approx. 10-feet
Retaining Wall (Right)	110+50	114+00	Cut wall approx. 10-feet
Retaining Wall (Left)	116+20	119+50	Fill wall approx. 15-feet
Retaining Wall (Left)	122+80	124+00	Fill wall less than 4-feet
Retaining Wall (Right)	124+25	125+60	Fill wall approx. 5-feet
Retaining Wall (Left)	125+30	127+25	Cut/Fill approx. 6-feet
Retaining Wall (Right)	126+75	127+25	Cut wall approx. 6-feet
Bridge	127+30	128+10	
Retaining Wall (Left)	128+15	128+60	Fill wall approx. 5-feet
Retaining Wall (Right)	128+15	129+25	Cut wall approx. 10-feet
Cantilever Structure	129+25	129+95	
Retaining Wall (Left)	132+80	134+40	Fill wall approx. 4-feet

7.2 Preparation of Technical Memorandum – Bridge/Structure Recommendations

Based on the results of the review and verification of the 30% design (Task 7.1), The CONSULTANT will prepare and submit options and recommendations for each of the bridges/structures. Included with the memorandum will be any updated cost estimates and preliminary details for alternate structure recommendations.

A brief comparison matrix will be developed that delineates design, construction and cost issues, and will be used as a tool to select preferred alternates. This will be primarily used for the crossing in the North Creek Canyon, as other elements of the project such as smaller walls will not need the depth of documentation. It is

assumed that the alternatives and recommendations will be presented to the COUNTY during a meeting and subsequent discussion and selection of preferred alternates can be done at the meeting.

The CONSULTANT will submit a draft version of the memorandum for COUNTY review and comment. After COUNTY review and comment, a final version will be submitted describing the proposed structures that the design shall proceed with to the 60% level.

Deliverables

- Draft and Final Technical Memorandum – Structure Alternatives and Recommendations

7.3 Preparation of 60% Bridge/Structure Design

The CONSULTANT will prepare and submit drawings and a cost estimate for the work for each structure at the 60% design level. The drawings will identify all proposed work including superstructure types and layouts, foundation type, dimensions of structural components, and material type of structural components including bridge decking and railings. Retaining wall profiles and sections for all of the retaining walls will be provided indicating the wall type and limits. Conflicts with utilities and other existing or proposed project elements will be identified.

During the 60% design phase, the CONSULTANT will perform structural analysis to establish the size and configuration of structure foundation, substructure, and superstructure components. Preliminary seismic design of foundation will be conducted based on site-specific seismic design parameters to ensure the proposed foundation type and size for each structure is suitable. At this stage of design, a qualitative scour assessment of the structure foundations will be done to determine the scour risk and countermeasures required, if necessary. See Task 6.15. Retaining wall embedment below the ground surface will be established based on the soil bearing conditions and slope stability requirements. Coordination with the geotechnical engineer will be required. Top of wall conditions will be determined, including railings, copings, trail surfaces, and other items regarding safety.

Boardwalk design will consider various materials for the deck, railings or curbs based on durability and cost, and will range from pressure treated wood to precast concrete surfaces. Construction methods will be studied, with consideration for methods with minimal environmental impact. Foundation design for each bridge structure including the bridge(s) over North Creek will be developed in conjunction with the particular soil conditions at each site. The types of bridge railing will be developed in this task, and will be coordinated with other railing elements throughout the project.

The CONSULTANT will engage with qualified prefabricated bridge suppliers to verify the proposed geometric layout of the prefabricated steel bridge and to aid in detailing the foundation and developing construction cost estimates. Drawings will show proposed construction methods for each of the structure and indicate requirements for work access. It is assumed the 60% drawings will be sufficient for use in support of environmental permitting applications.

The CONSULTANT will prepare a list of specifications that will identify each standard section and include a brief description of the special provisions required for each item of work. The cost estimate will be updated to reflect any changes to the design beyond the 30% design and will include bid items that capture all anticipated items of work.

Deliverables

- 60% Structural Plans, Outline Specifications, and Construction Cost Estimates

7.4 Preparation of 90% Bridge/Structure Design

After COUNTY review of the 60% submittal, the CONSULTANT will prepare and submit drawings, specifications and a cost estimate for the work for each structure at the 90% design level. Drawings will include details for all

portions of the proposed work for each structure such as connection details, reinforcing bar layouts, and blockouts and accommodation of utilities, lighting, and other portions of work. Structural calculations will be performed to the 90% level for all structure components including foundations, substructure, and superstructure.

Structural calculations will involve final seismic and wind analysis and design and final bridge scour design including countermeasures, if necessary. Performance levels for seismic design will be discussed with the COUNTY and coordinated with geotechnical engineer. Site specific soil conditions may dictate the seismic performance. Dynamic performance of each of the elevated boardwalk and bridge structures as they related to vibrations from foot traffic will be analyzed. The analysis will be in accordance with the criteria listed in the AASHTO Guide Specification for Pedestrian Bridges.

Complete Special Provisions will be prepared and submitted for each applicable item of work. The cost estimate will be updated to reflect any changes to the design beyond the 60% level and will include all anticipated bid items to be used in the bid schedule.

Deliverables

- 90% Structural Plans, Specifications, and Construction Cost Estimates

7.5 Preparation of 100% Bridge/Structure Design

After COUNTY review of the 90% submittal, the CONSULTANT will prepare and submit drawings, specifications and a cost estimate for the work for each structure at the 100% design level. Drawings, specifications, and cost estimates will include all necessary information and details for construction. Structural calculations will be finalized and submitted.

Included in this task is the internal CONSULTANT QA/QC review for final design, which includes the completion of review checklists for all of the structural elements, both in the drawings and in the calculations. These will be used for the final reviews and documented in the project QA/QC files. Independent calculations will be performed on the critical elements of the bridge structures. This task also includes including and incorporating review comments from the COUNTY.

Structural plans, calculations, and Special Provisions will be signed/stamped by a Structural Engineer registered in the State of Washington.

Deliverables

- 100% Structural Plans, Specifications, and Construction Cost Estimates

8.0 COMMUNITY INVOLVEMENT

8.1 Provide Support Materials/Graphics for Community Involvement (Allowance)

The CONSULTANT will support the COUNTY in the coordination and facilitation of community involvement activities for the project. The CONSULTANT will assist in the preparation of presentation materials including handouts, presentation graphics, and other appropriate graphics. An allowance has been established for this Task.

8.2 Property Owner Meetings (Assume 10 Meetings)

The COUNTY Staff will take the lead in attending property owner meetings during the design process, particularly to discuss/review frontage impacts and to support the right-of-way acquisition effort. Task 8.2 provides hours for the CONSULTANT to attend up to ten (10) property owner meetings. It is assumed that six (6) meetings will be focused on civil engineering topics and four (4) meetings will be focused on landscape architecture topics.

9.0 SUPPLEMENTAL ENGINEERING TASKS

9.1 Project Closeout Phasing Evaluation

The CONSULTANT will assist the COUNTY in establishing and evaluating potential phasing options for the project. The phasing options will be developed based on schedule impacts, environmental/permitting constraints, right-of-way acquisition constraints, and funding considerations. Work will include the preparation of a phasing plan, showing potential phasing limits, and a narrative to describe the phasing. Work also includes the evaluation of construction cost by phase, based on the Engineer's Estimates prepared per Task 6.17, and based on potential escalation due to a phased approach.

9.2 Special Studies – Parking Evaluation 183rd Street (Allowance)

An allowance has been established to evaluate the potential for parking on 183rd Street SE. If feasible, parking would be provided for trail users and potentially North Creek Park users. A brief technical memorandum will be prepared to summarize the findings of this Task.

9.3 Surface Parking Area Design

The CONSULTANT will provide civil engineering design of a surface parking area in the vicinity of Winesap Road. The surface parking area will consist of paved surfacing to provide approximately 16 parking stalls along with access, circulation and a walkway connection to the North Creek Trail. The surface parking will be based on the conceptual parking design included in the Final Design Report. Design work will include clearing, grading, paving, storm drainage, utility coordination, and final restoration. Design will include 60%, 90%, and 100% Civil Plans.

SUBCONSULTANTS

- Landau Associates – geotechnical engineering and environmental support
- Transportation Subconsultant – signal/street crossing modifications

EXPENSES

- Reimbursable for Reproduction of Plans, Specifications, Reports, Etc.
- Mileage/Travel
- Printing of Review Sets
- Final Construction Plans plotted on HP Matte Polypropylene (mylar)
- Utility Locate Service – APS
- Allowance for Potholing – APS
- Other Misc. Expenses

DESIGN STANDARDS

- Snohomish County Engineering Design and Development Standards
- CADD Standards (2012/2014)
- Electronic Deliverable Requirements
- AASHTO
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO LRFD Bridge Design Specifications
- AASHTO LRFD Guide Specifications for Seismic Bridge Design
- AASHTO Guide Specifications for Pedestrian Bridges
- Public Rights of Way Accessibility Guidelines (PROWAG – FHWA)
- WSDOT Design Manual
- WSDOT Specifications
- WSDOT Bridge Design Manual
- WSDOT Geotechnical Design Manual
- MUTCD

ASSUMPTIONS

- Design work will begin in March 2014 and be completed by March 2015 (or approximately 12 months from the actual start date). The target date for Bid Advertisement is 2016. The target date for completion of 60% level design is August 2014.
- The project will be shelved pending construction funding. Any updates required prior to construction will be handled per amendment or new agreement.
- An allowance has been included for utility potholing, if needed. The CONSULTANT will assist with coordinating locations.
- The COUNTY will be responsible for all hazardous materials and special permits.
- The COUNTY will pay for all required permit fees.
- Right-of-way acquisition will be provided by others, except as noted.
- Environmental/permitting will be provided by others, except as noted.
- Work will be performed in accordance with WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2014 edition).
- Pedestrian bridges will be designed to meet an AASHTO Standard H10 Loading.
- In addition to the AASHTO H10 and pedestrian loadings, the North Creek canyon crossing structures will be designed for an emergency response vehicle, similar to an ambulance in weight and configuration (per Snohomish County Fire District No. 7).
- All of the structures are within the public right-of-way and will not require building permits.
- The structures will be designed to meeting AASHTO and WSDOT requirements, but not the IBC (International Building Code) requirements.
- A Bridge Load Rating will be performed for the new pedestrian bridges at the conclusion of the construction phase of the project. Scope and budget for this effort will be added during the construction phase of the project.
- Construction management support, construction administration, and/or construction inspection services are not included in this scope of work, but may be added at a later time at the discretion of the COUNTY.
- Electronic drawing files will be provided per COUNTY requirements.
- Final Construction Plans will be plotted on HP Matte Polypropylene (mylar).

Preliminary Drawing List					
	No.	60%	90%	Final	
Description	Sheets	Plans	Plans	Plans	Notes
Cover Sheet, Vicinity Map, Index	1	yes	yes	yes	
General Notes, Legend	1	yes	yes	yes	
Summary of Quantities	2	yes	yes	yes	
Horizontal/Survey Control Plans	16	yes	yes	yes	Double Plan View
TESC and Demolition Plans	16	yes	yes	yes	Double Plan View
TESC and Demolition Details	2		yes	yes	
Trail Plan and Profile	32	yes	yes	yes	
Trail Details	2	yes	yes	yes	
Drainage Details	2	yes	yes	yes	
Boardwalk Plan and Elevation	3	yes	yes	yes	
Boardwalk Details	4		yes	yes	
North Creek Canyon Bridge	20	yes	yes	yes	
Pedestrian Bridge Plans	4	yes	yes	yes	
Wall Plans and Elevations	20	yes	yes	yes	
Wall Details	4		yes	yes	
Misc. Structural Details	2		yes	yes	
Signing and Striping Plans	16	yes	yes	yes	Double Plan View
Signing and Striping Details	2		yes	yes	
Signal Plans	2	yes	yes	yes	
Signal Details	2		yes	yes	
Miscellaneous Details	2		yes	yes	
Total Sheets	155	135	155	155	

EXHIBIT C

Electronic Exchange of Engineering and Other Data

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

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

Two (2) Copies	Utility Conflict Plan/Spreadsheet (1 Excel and 1 PDF)
Two (2) Sets	60% Plans (Half-size) (1 bound and 1 unbound)
One (1) Set	60% Plans (Full-size)
One (1) Set	60% Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	60% Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
One (1) Copy	60% Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	60% Drainage Report (1 bound, 1 unbound and 1 PDF)

90% DESIGN SUBMITTAL

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

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

One (1) Set	Final Plans (Full-size Polypropylene)
One (1) Set	Final Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	Final Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)

- One (1) Copy Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
- One (1) Copy Summary of Quantities, marked up by hand (See "Specification Development" section below)
- One (1) Copy Comment Response (Word format)

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

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

STANDARD COUNTY ENGINEERING GRAPHICS PAPER SIZES

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

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

SPECIFICATION DEVELOPMENT

The COUNTY's required process for Specification Development has been outlined in the Consultant Specification Development Matrix. These requirements may be periodically updated. The CONSULTANT shall be responsible to utilize the most current version when developing specifications.

The Consultant Specification Development Matrix may be downloaded at:

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

CADD STANDARDS AND AUTODESK SOFTWARE

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

All necessary CADD Standards files may be downloaded at:

http://www1.co.snohomish.wa.us/Departments/Public_Works/Divisions/Eng/Design_group/CADD_Standards.htm

RECORD DRAWING SUBMITTAL

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

Engineering Design and Development Standards may be downloaded at:

http://www1.co.snohomish.wa.us/Departments/Public_Works/Divisions/TES/ProgramPlanning/EDDS/

EXHIBIT D-3

Payment (Negotiated Hourly Rate)

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the COUNTY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed are the maximum rates payable under this AGREEMENT. These rates shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the COUNTY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the COUNTY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT with no mark-up. These charges may include, but are not limited to, the following items:
 - a. Air, train travel or rental car costs (if applicable) shall be reimbursed only to economy class levels unless otherwise approved by the COUNTY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the COUNTY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in CONSULTANT's office. Copies of the original supporting documents shall be supplied to the COUNTY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The COUNTY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."
4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the COUNTY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. Monthly billings shall be in a format approved by the County (see example, Exhibit "N-2") and accompanied by monthly progress reports in a format approved by the County (see example, Exhibit "N-3"). The monthly billings shall be supported by detailed statements for

hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. CONSULTANT invoices must be received by the COUNTY no later than ninety (90) days following completion of work performed by the CONSULTANT to be eligible for payment. Invoices received by the COUNTY after that time may be paid at the sole discretion of the COUNTY.

To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the COUNTY 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 PROJECT at the time of the interview.

6. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the COUNTY after the completion of the work 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 COUNTY unless such claims are specifically reserved in writing and transmitted to the COUNTY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims the COUNTY may have against the CONSULTANT or to any remedies the COUNTY may pursue with respect to such claims.

The payment of any billing shall 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 such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) 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 COUNTY of overpayment. The CONSULTANT has twenty (20) days after receipt of Final POST AUDIT to begin the appeal process to the COUNTY for audit findings.

7. Inspection of Cost Records: The CONSULTANT and its sub-consultants shall keep available for inspection by representatives of the COUNTY, STATE and the United States, for a period of three (3) 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 three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

\$45	\$45
\$12	\$12
\$3	\$3
\$7	\$7
\$8	\$8
\$8	\$8
\$3	\$3
\$5	\$5
\$5	\$5
\$18	\$18
\$9	\$9
\$100	\$100
\$7	\$7
\$3	\$3
\$33	\$33
\$81	\$81
\$6	\$6
\$2	\$2
\$23	\$23
\$43	\$43
\$3	\$3

Task	Description	Sr. WOSr. PM Civil	Civil Engineer X	Civil Engineer V	Civil Engineer III	Civil Engineer II	Engineer Designer II	Engineer Technician Y	Engineer Technician II	Landscapo Architect V	Landscapo PLS Project Manager	Sr. Professional Land Surveyor	Survey Technician	Tech II, Sr. Field Party Chief	Project Admin Asst	Total Hours	Total Budget by Task
1.0	Project Management and Coordination																
1.1	Coordination with Snohomish County	60	18												4	60	\$14,000
1.2	Coordination of Subgrantees	16	8												4	24	\$4,000
1.3	Preparation of Project Work Plan	12	4												4	20	\$3,000
1.4	Project Kickoff Meeting	8	4		4					4					8	40	\$4,000
1.5	Coordination Meetings (Assume 12 Meetings)	48	48												12	108	\$16,000
1.6	Stakeholder/Agency Meetings (Assume 3 Meetings)	12	12	4											4	32	\$4,000
1.7	Project Monitoring and Reporting	40	8												22	60	\$9,000
2.0	Data Collection and Review																
2.1	Data Collection and Review of Existing Field Conditions	8	16	16			16	8			16	160	160		2	502	\$46,000
2.2	Review of Existing 30% Design Documentation	8	16	16			16	24			8	32	48	48		138	\$12,000
3.0	Data Collection and Topographic Surveying/Mapping																
3.1	Topographic Surveying and Mapping - Update Existing Mapping		4														
3.2	Supplemental Topographic Surveying and Mapping (Allowance)		2														
3.3	Right-of-Way Support - Easements, Leasels, Exhibits (Allowance)		8			8	12	8							2	38	\$3,000
4.0	Franchise Utility Coordination																
4.1	Coordination Meetings with Franchise Utilities	4		40		16									4	64	\$7,000
4.2	Coordination Review and Utility Conflict Resolution	4		82		40									4	76	\$8,000
4.3	Preparation of Utility Conflict Plan/Spreadsheet	2		24		40		16							2	84	\$8,000
5.0	Environmental Permitting																
5.1	General Coordination with Permitting Agencies/Snohomish County	8		16													
5.2	Environmental/Permitting Support - Exhibits, Data, Calculate Impact Areas (Allowance)	2		16			32	8							2	60	\$5,000
5.3	Preparation of Stormwater Pollution Prevention Plan (SWPPP)	2		4		40		4							1	54	\$5,000
6.0	Preliminary and Final Design/Engineering																
6.1	Design Coordination Meetings (Assume 12 Meetings)	48	12	40	12										8	120	\$18,000
6.2	Review and Verification of Alignment and Connection Concepts	12		24		240	40	8								84	\$9,000
6.3	Preparation of 60% Civil Plans	16		240			240	160								1,066	\$100,000
6.4	Preparation of 60% Landscape Plans (Drafting Only)									2	100					1,022	\$7,000
6.5	Preparation of 60% Summary of Quantities			8			16	8								34	\$4,000
6.6	Preparation of 60% Drainage Report	16	8	50		120	120								8	332	\$33,000
6.7	Preparation of 60% Civil Plans	16		192		162	192	128								848	\$81,000
6.8	Preparation of 90% Landscape Plans (Drafting Only)									2	80					82	\$6,000
6.9	Preparation of 90% Summary of Quantities			6			12	6								26	\$2,000
6.10	Preparation of Pre-Final Design Report	12	8	40		80	80								8	228	\$23,000
6.11	Preparation of 100% Civil Plans	8		96		96	96	80								466	\$43,000
6.12	Preparation of 100% Landscape Plans (Drafting Only)									2	40					42	\$3,000
6.13	Preparation of Final Summary of Quantities			4			8	4								18	\$1,000
6.14	Preparation of Final Drainage Report	8	4	16		32	32								4	68	\$10,000
6.15	Special Studies - Stream Study for North Creek (Allowance)		12	40		40	40	8							4	104	\$11,000
6.16	Preparation of Technical Specifications (Special Provisions - 60%, 90%, Final)	8		48		16										88	\$10,000
6.17	Preparation of Engineer's Estimate (60%, 90%, Final)	8		40		16		4							24	99	\$10,000
7.0	Structural Design/Engineering															112	\$11,000
7.1	Review and Verification of 30% Design Concepts	40			148			4								244	\$37,000
7.2	Preparation of Technical Memorandum - Bridges/Structure Recommendations	24			72			8								192	\$20,000
7.3	Preparation of 60% Bridge/Structure Design	80			412			40								1,062	\$109,000
7.4	Preparation of 90% Bridge/Structure Design	94			380			40								848	\$87,000
7.5	Preparation of 100% Bridge/Structure Design	40			100			16								300	\$32,000
8.0	Community Involvement																
8.1	Provide Support Materials/Graphic for Community Involvement (Allowance)	2		16			16	8							2	44	\$4,000
Grand Totals: 117,284.4 Hours, \$6,500,000																	

Task	Description	Sr. P/O/Sr. PM Civil	Civil Engineer X	Civil Engineer V	Civil Engineer III	Civil Engineer II	Engineer II Designer II	Engineer Technician V	Engineer Technician II	Landscape Architect V	Landscape Architect III	ITS Project Manager	Sr. Professional Land Surveyor	Survey Technician	Survey Field Party Chief	Project Admin Asst	Total Hours	Total Budget by Task
8.2	Property Owner Meetings (Assume 10 Meetings)	4		40												4	48	\$6,008
9.0	Supplemental Engineering Tasks																	
9.1	Project Closeout Planning Evaluation	10	4	32		16		4									68	\$8,714
9.2	Special Studies - Parking Evaluation 183rd Street (Allowance)	4		16		32		8									50	\$6,817
9.3	Surface Parking Area Design	8		32		48		48			8						144	\$15,068
	Total Hours	412	300	1,272	1,104	2,292	978	642	480	8	238	94	186	208	208	124	8,492	
	Billing Rate	\$203.23	\$172.94	\$122.97	\$104.07	\$85.75	\$79.81	\$95.54	\$65.45	\$120.71	\$75.86	\$119.05	\$105.91	\$88.47	\$75.22	\$58.54		
	Total Labor Cost	\$83,731	\$51,882	\$156,418	\$114,852	\$219,459	\$77,895	\$61,519	\$31,464	\$794	\$18,292	\$11,187	\$19,877	\$18,448	\$15,567	\$7,164		\$882,706
	General Expenses - Reproduction, Mileage, Misc.																	
	Utility Locate Service - APS																	\$13,500
	*Utility Pot-Holing Allowance - APS																	\$2,500
	Subconsultant - Landdim - Geotechnical Engineering																	\$10,000
	Subconsultant - Landdim - Environmental Assessment of ROW																	\$32,305
	Subconsultant - Traffic Subconsultant - Signals and Traffic																	\$12,900
																		\$20,600
	Project Total																	\$1,029,511

S:\Admin\Contractor Admin\Consultants Proj-Specific\Consult Contract 2015\CCF08-13\Cost Agreement\Proposal\7 22312 Final\HourForm_011414

1/17/2014 8:59 AM

EXHIBIT E-2
Consultant Fee Determination – Summary Sheet
Fee Schedule

Consultant: Otak, Inc.

Position Classification	Max Direct Salary Rate	Overhead @175.00%	Profit @26.40%	Max Rate Per Hour
Sr. PIC/Sr. PM Civil	\$67.43	\$118.00	\$17.80	\$203.23
PIC/Sr. Project Manager Civil	\$62.53	\$109.43	\$16.51	\$188.47
Civil Engineer X	\$57.38	\$100.42	\$15.15	\$172.94
Civil Engineer IX	\$52.46	\$91.80	\$13.85	\$158.10
Civil Engineer VIII	\$49.87	\$87.27	\$13.17	\$150.31
Civil Engineer VII	\$44.67	\$78.18	\$11.79	\$134.64
Civil Engineer VI	\$42.82	\$74.94	\$11.30	\$129.06
Civil Engineer V	\$40.80	\$71.40	\$10.77	\$122.97
Civil Engineer IV	\$37.52	\$65.66	\$9.91	\$113.09
Civil Engineer III	\$34.53	\$60.43	\$9.12	\$104.07
Civil Engineer II	\$31.77	\$55.60	\$8.39	\$95.75
Civil Engineer I	\$30.11	\$52.69	\$7.95	\$90.75
Engineering Designer IV	\$31.63	\$55.35	\$8.35	\$95.33
Engineering Designer III	\$29.36	\$51.38	\$7.75	\$88.49
Engineering Designer II	\$26.48	\$46.34	\$6.99	\$79.81
Engineering Designer I	\$23.54	\$41.20	\$6.21	\$70.95
Engineering Technician VI	\$37.76	\$66.08	\$9.97	\$113.81
Engineering Technician V	\$32.03	\$56.05	\$8.46	\$96.54
Engineering Technician IV	\$27.81	\$48.67	\$7.34	\$83.82
Engineering Technician III	\$24.44	\$42.77	\$6.45	\$73.66
Engineering Technician II	\$21.75	\$38.06	\$5.74	\$65.55
Engineering Technician I	\$18.11	\$31.69	\$4.78	\$54.58
PIC/Sr. PM LA/Master Planner	\$49.07	\$85.87	\$12.95	\$147.90
Landscape Architect V	\$40.05	\$70.09	\$10.57	\$120.71
Landscape Architect IV	\$35.55	\$62.21	\$9.39	\$107.15
Landscape Architect III	\$33.87	\$59.27	\$8.94	\$102.08
Landscape Architect II	\$25.50	\$44.63	\$6.73	\$76.86
Landscape Architect I	\$21.08	\$36.89	\$5.57	\$63.54
Landscape Technician III	\$25.99	\$45.48	\$6.86	\$78.33
Landscape Technician I	\$20.59	\$36.03	\$5.44	\$62.06
Urban Designer II	\$37.76	\$66.08	\$9.97	\$113.81
PIC/Sr. PM Planner	\$62.61	\$109.56	\$16.53	\$188.70
Sr. Proj. Mgr. - Planner I	\$49.07	\$85.87	\$12.95	\$147.90
Planner III	\$40.61	\$71.07	\$10.72	\$122.40
Planner II	\$33.27	\$58.22	\$8.78	\$100.28
Planner I	\$26.44	\$46.27	\$6.98	\$79.69
Planner Associate III	\$23.54	\$41.20	\$6.21	\$70.95
Sr. GIS Specialist Planner	\$30.30	\$53.03	\$8.00	\$91.32
GIS Specialist	\$25.99	\$45.48	\$6.86	\$78.33
Scientist IV	\$38.92	\$68.11	\$10.27	\$117.30
Scientist III	\$35.53	\$62.18	\$9.38	\$107.10
Scientist II	\$24.42	\$42.74	\$6.45	\$73.60
PLS Sr. Manager	\$47.08	\$82.39	\$12.43	\$141.90
PLS - Project Manager	\$39.50	\$69.13	\$10.43	\$119.05
Sr. Professional Land Surveyor	\$35.24	\$61.67	\$9.30	\$106.21
Professional Land Surveyor	\$29.77	\$52.10	\$7.86	\$89.73

Position Classification	Max Direct Salary Rate	Overhead @175.00%	Profit @26.40%	Max Rate Per Hour
Survey Technician	\$29.42	\$51.49	\$7.77	\$88.67
Survey Tech II, Sr. Field Party Chief	\$24.99	\$43.73	\$6.60	\$75.32
Sr. Field Survey Technician II	\$22.06	\$38.61	\$5.82	\$66.49
Sr. Field Survey Technician I	\$19.99	\$34.98	\$5.28	\$60.25
Field Survey Technician	\$16.32	\$28.56	\$4.31	\$49.19
Contract Administrator	\$27.03	\$47.30	\$7.14	\$81.47
Project Administrative Assistant	\$22.74	\$39.80	\$6.00	\$68.54

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit E-2.

EXHIBIT F
Breakdown of Overhead Cost

CONSULTANT'S audited overhead report from the WSDOT Audit Office, or other report supporting Overhead Rate (per Chapter 31.5 of the WSDOT Local Agency Guidelines), provided by CONSULTANT attached hereto and incorporated herein as Exhibit "F".



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

September 17, 2013

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Nicholas Loope,
President and Chief Executive Officer
OTAK, Inc.
17355 SW Boones Ferry Road
Lake Oswego, OR 97035-5217

RE: OTAK, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Mr. Loope:

The Oregon Department of Transportation (ODOT) has concluded their cognizant review of Otak, Inc. ODOT is the Cognizant State for OTAK, Inc. ODOT accepted the audit performed by CPA Firm, Clark Eustace Wagner, PA. We were provided with their letter and a copy of the CPA audit report.

Based on the cognizant state's review and acceptance of the OTAK indirect cost rate, we are issuing this letter of review establishing OTAK's indirect cost rate for the fiscal year ending December 31, 2012, at 177.96% of direct labor. This rate includes FCCM of 0.29%.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement (s).

If you, or any representative of OTAK, have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360) 705-7003.

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosure

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

OTAK, Inc.

Overhead Schedule

01/01/12-12/31/12

Account Title	G/L Overhead Costs FINAL	OTAK Adjustments FINAL	Notes	Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
Direct Labor Base						
601.00 Direct Labor - Principals	\$ 2,309,918.91	\$ -		\$ 2,309,918.91	\$ 2,309,918.91	36.63%
601.02 Direct Labor - FAR Adjustment	131,083.24	-		131,083.24	131,083.24	2.08%
602.00 Direct Labor - Employees	3,865,302.44	-		3,865,302.44	3,865,302.44	61.29%
Total Direct Labor Base	\$ 6,306,304.59	\$ -		\$ 6,306,304.59	\$ 6,306,304.59	100.00%
Overhead Costs						
701.00 Indirect Labor-Principals & Employees	\$ 2,514,365.83	\$ (6,188.00)	7	\$ 2,508,377.83	\$ 2,508,377.83	39.78%
701.02 FAR Indirect Labor	(131,083.24)	-		(131,083.24)	(131,083.24)	-2.08%
701.50 Indirect Labor-Premium Time	19,115.33	-		19,115.33	19,115.33	0.30%
702.00 Marketing Labor	597,898.24	-		597,898.24	597,898.24	9.48%
702.01 Training Labor	50,316.38	-		50,316.38	50,316.38	0.80%
702.50 Promotional Project Time	559,353.98	-		559,353.98	559,353.98	8.87%
703.00 Indirect Cost Payroll-Marketing Staff	2,140.00	-		2,140.00	2,140.00	0.03%
705.01 PTO & Comp	535,610.39	-		535,610.39	535,610.39	8.48%
705.02 Sabbatical Leave	(796.05)	-		(796.05)	(796.05)	-0.01%
705.03 Principals Vacation	113,153.76	-		113,153.76	113,153.76	1.79%
705.04 Sick Pay	96,971.64	-		96,971.64	96,971.64	1.54%
705.05 Holiday Pay	232,471.02	-		232,471.02	232,471.02	3.69%
705.06 Voluntary PTO	457.69	-		457.69	457.69	0.01%
705.07 Legal Settlement-Compensation	247,312.91	(247,312.91)	2	-	-	0.00%
707.01 Bonuses	4,500.00	-		4,500.00	4,500.00	0.07%
707.02 Bonuses - Safety	4,913.82	-		4,913.82	4,913.82	0.08%
708.00 Severance Pay	59,974.84	(43,293.00)	3	16,681.84	16,681.84	0.26%
710.00 Payroll Taxes	7,568.25	-		7,568.25	7,568.25	0.12%
710.01 Payroll Taxes- FICA ER Expense	779,651.01	-		779,651.01	779,651.01	12.36%
710.02 Payroll Taxes- SUI ER Expense	217,139.87	-		217,139.87	217,139.87	3.44%
710.03 Payroll Taxes- WBFT ER Expense	2,681.41	-		2,681.41	2,681.41	0.04%
710.04 Payroll Taxes- Trimeter ER Expense	53,898.30	-		53,898.30	53,898.30	0.85%
712.00 Employee Housing	22,691.92	-		22,691.92	22,691.92	0.36%
713.00 Employee Relocation Expenses	7,883.13	-		7,883.13	7,883.13	0.13%
715.00 Flex/401K Admin Fees	10,578.99	-		10,578.99	10,578.99	0.17%
716.00 Fringe Benefits Other	3,639.83	-		3,639.83	3,639.83	0.06%
717.00 Health Insurance Claims	(90,966.43)	-		(90,966.43)	(90,966.43)	-1.44%
718.00 Health Insurance Employees	976,106.47	(14,777.12)		961,329.35	961,329.35	15.24%
719.00 Life & LTD Insurance Employees	59,574.15	-		59,574.15	59,574.15	0.94%
722.01 Employee Functions - FAR	2,100.24	(2,100.24)	1	-	-	0.00%
722.02 Alcoholic Beverage - FAR	703.00	(703.00)	1	-	-	0.00%
723.00 Employee Personal Charges - FAR	1,665.71	(1,665.71)	1	-	-	0.00%
724.00 DRPD Unallowed Charges - FAR	3,129.93	(3,129.93)	1	-	-	0.00%
725.00 Continuing Education	14,014.43	-		14,014.43	14,014.43	0.22%
725.01 Continuing Education - Tuition Reimb	\$20.00	-		\$20.00	\$20.00	0.01%
726.00 Professional Fees & Licenses	17,009.15	(1,818.53)	6	15,190.62	15,190.62	0.24%
727.00 Travel - Education	2,107.67	-		2,107.67	2,107.67	0.03%
728.00 Travel - Employee Commuting Expense	2,608.45	-		2,608.45	2,608.45	0.04%
729.01 Employee Recruiting	7,535.19	-		7,535.19	7,535.19	0.12%
729.02 Employee Recruiting Advertising	1,110.00	-		1,110.00	1,110.00	0.02%
730.01 Office Rent	1,548,579.22	(266,638.00)	4	1,281,941.22	1,281,941.22	20.33%
730.02 Office Rent- CAM Charges	182,332.14	-		182,332.14	182,332.14	2.89%
730.03 Office Rent-Utilities Paid	37,087.55	-		37,087.55	37,087.55	0.59%
731.00 Janitorial Services	67,960.28	-		67,960.28	67,960.28	1.08%
732.00 Protective Services	8,192.07	-		8,192.07	8,192.07	0.13%
733.00 Maintenance & Repairs	38,687.98	-		38,687.98	38,687.98	0.61%
734.00 Utilities	52,614.17	-		52,614.17	52,614.17	0.83%
735.00 Telephone	303,474.26	-		303,474.26	303,474.26	4.81%
736.00 Internet Services	7,833.99	-		7,833.99	7,833.99	0.12%
740.01 Operating & General Supplies	92,198.25	-		92,198.25	92,198.25	1.46%

OTAK, Inc.

Overhead Schedule

01/01/12-12/31/12

Account Title	G/L Overhead Costs FINAL	OTAK Adjustments FINAL	Notes	Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
740.02 Operating & General Supplies - FAR	511.14	(511.14)	1	-	-	0.00%
741.00 Postage & Freight	24,824.33	-		24,824.33	24,824.33	0.38%
742.01 Printing & Graphics	15,103.22	-		15,103.22	15,103.22	0.24%
742.02 Printing & Graphics FAR	349.26	(349.26)	1	-	-	0.00%
743.00 Computer Supplies	57,247.85	-		57,247.85	57,247.85	0.91%
744.00 Software Program Expenses	295,110.21	-		295,110.21	295,110.21	4.68%
745.00 Outside Computer Services	101,593.78	-		101,593.78	101,593.78	1.61%
746.01 Miscellaneous	3,661.35	(391.45)	6	3,269.90	3,269.90	0.05%
746.02 Miscellaneous FAR	883.89	(883.89)	1	-	-	0.00%
747.00 Equipment Rental	112,736.32	-		112,736.32	112,736.32	1.79%
748.00 Equipment Lease	85,054.21	-		85,054.21	85,054.21	1.35%
749.01 Business Meals - inside	2,626.13	-		2,626.13	2,626.13	0.04%
749.02 Business Meals - Offsite	5,132.64	-		5,132.64	5,132.64	0.08%
749.03 Business Meals - Inside FAR	212.99	(212.99)	1	-	-	0.00%
749.04 Business Meals - Offsite FAR	3,774.40	(3,774.40)	1	-	-	0.00%
750.00 Discretionary Recognition	203.98	-		203.98	203.98	0.00%
752.00 Temp Clerical & Admin Services	110,607.07	-		110,607.07	110,607.07	1.75%
755.00 Travel Airfare - FAR	8,381.38	(8,381.38)	1	-	-	0.00%
755.01 Travel Automobile Rental - FAR	1,924.33	(1,924.33)	1	-	-	0.00%
755.02 Travel Lodging - FAR	16,839.59	(16,839.59)	1	-	-	0.00%
755.03 Travel Parking - FAR	2,150.86	(2,150.86)	1	-	-	0.00%
755.04 Travel Misc - FAR	3,325.02	(3,325.02)	1	-	-	0.00%
760.01 Insurance - Business	414,813.81	-		414,813.81	414,813.81	6.58%
761.02 Officers Insurance FAR	(9,044.00)	9,044.00	1	-	-	0.00%
762.01 Vehicle Leases	18,507.47	-		18,507.47	18,507.47	0.29%
763.01 Travel Mileage Reimbursed	16,340.13	-		16,340.13	16,340.13	0.26%
763.02 Travel Mileage Reimbursed FAR	5,244.21	(5,244.21)	1	-	-	0.00%
764.01 Vehicles Expenses	94,476.13	(2,447.00)	5	94,476.13	94,476.13	1.50%
764.02 Vehicles Expenses FAR	1,286.26	(1,286.26)	1	-	-	0.00%
774.00 Business Development	18,699.18	-		18,699.18	18,699.18	0.30%
776.00 Advertising & Promotion	25,286.02	(25,286.02)	1	-	-	0.00%
776.01 Advertising AD Placement	11,554.26	(11,554.26)	1	-	-	0.00%
777.00 Marketing Exhibits	6,964.94	(6,964.94)	1	-	-	0.00%
778.00 Marketing Expenses	55,845.54	(55,845.54)	1	-	-	0.00%
779.00 Client Appreciation	5,724.17	(5,724.17)	1	-	-	0.00%
780.01 Professional Services - Other	142,249.76	(17,029.29)	6	142,249.76	142,249.76	2.26%
780.02 Professional Services - Other FAR	61,652.69	(61,652.69)	1	-	-	0.00%
781.01 Professional Dues, Pubs, Subscrip	30,297.04	(3,239.20)	6	27,057.84	27,057.84	0.43%
781.02 Professional Dues, Pubs, Subscrip FAR	3,697.40	(3,697.40)	1	-	-	0.00%
782.00 Business Dr License & Memberships	10,722.71	(1,146.42)	6	9,576.29	9,576.29	0.15%
782.01 Business Dr License, Membership & Fees	38,602.58	(4,127.19)	6	34,475.39	34,475.39	0.55%
782.02 Business Dr License & Membership-FAR	10,302.48	(10,302.48)	1	-	-	0.00%
783.01 Business Subscriptions & Pubs	11,673.97	-		11,673.97	11,673.97	0.19%
783.02 Business Subscriptions & Pubs FAR	2,903.55	(2,903.55)	1	-	-	0.00%
785.01 Business Meals-Direct Sales	166.00	-		166.00	166.00	0.00%
785.02 Business Meals-Direct Sales FAR	834.67	(834.67)	1	-	-	0.00%
786.02 Entertainment FAR	44,012.74	(44,012.74)	1	-	-	0.00%
787.01 Travel - Office & Direct Sales	40,101.30	(7,983.45)	5	32,117.85	32,117.85	0.51%
787.02 Travel - Office & Direct Sales FAR	21,490.20	(21,490.20)	1	-	-	0.00%
787.03 Travel Airfare	52,276.20	(23,300.39)	5	28,975.81	28,975.81	0.46%
787.04 Travel Lodging	15,425.31	-		15,425.31	15,425.31	0.24%
787.05 Travel Meals	3,431.50	(1,835.59)	5	3,431.50	3,431.50	0.05%
787.06 Travel Parking	27,513.40	-		27,513.40	27,513.40	0.44%
787.07 Travel Misc	(15,802.68)	-		(15,802.68)	(15,802.68)	-0.25%
787.08 Travel Meals - FAR	2,113.37	(2,113.37)	1	-	-	0.00%
788.00 Travel - Auto Rental	12,246.73	-		12,246.73	12,246.73	0.19%
788.01 Travel - Auto Allowance	8,160.00	(8,160.00)	10	-	-	0.00%
790.01 Legal	114,203.32	(16,740.82)	8	114,203.32	114,203.32	1.81%

OTAK, Inc.

Overhead Schedule

01/01/12-12/31/12

Account Title	G/L Overhead Costs FINAL	OTAK Adjustments FINAL	Notes	Proposed Overhead Costs	ACCEPTED OVERHEAD COSTS	%
790.02 Legal FAR	1,072.50	(1,072.50)	1	-	-	0.00%
792.00 Legal Claim Settlement	25,000.00			25,000.00	25,000.00	0.40%
792.02 Legal Claim Settlement FAR	(200,000.00)	200,000.00	1	-	-	0.00%
793.01 Accounting Services	362,625.21	(27,357.53)	9	335,267.68	335,267.68	5.32%
793.02 Accounting Services FAR	1,351.00	(1,351.00)	1	-	-	0.00%
800.00 Allowance for Bad Debt - FAR	650,168.72	(650,168.72)	1	-	-	0.00%
801.01 Bank Charges & Fees	25,559.86	-		25,559.86	25,559.86	0.41%
801.02 Bank Charges & Fees FAR	15.00	(15.00)	1	-	-	0.00%
803.01 Contributions	40.00			40.00	40.00	0.00%
803.02 Contributions FAR	737.96	(737.96)	1	-	-	0.00%
805.00 Sales Tax Paid	19,812.38			19,812.38	19,812.38	0.31%
806.00 Other Taxes	183,214.34			183,214.34	183,214.34	2.91%
807.00 Penalties, Finance Chg, Late Fees	27,030.35	(27,030.35)	1	-	-	0.00%
808.00 Moving Expense	3,869.05			3,869.05	3,869.05	0.06%
810.00 Overhead Allocation	3,637,174.71	331,975.00	11	3,969,149.71	3,969,149.71	62.94%
811.00 Overhead Allocation Reallocated	(4,181,218.72)			(4,181,218.72)	(4,181,218.72)	-66.30%
812.00 Overhead Labor Allocated	322,893.92			322,893.92	322,893.92	5.12%
813.00 Overhead Labor Reallocated	(322,893.91)			(322,893.91)	(322,893.91)	-5.12%
815.00 Amortization	49,804.80	(49,804.80)	8	-	-	0.00%
816.01 Depreciation	341,071.65			341,071.65	341,071.65	5.41%
817.00 Interest Expense FAR	218,586.01	(218,586.01)	1	-	-	0.00%
818.00 Income Tax Expense	(430,569.17)	430,569.17	1	-	-	0.00%
820.00 Insurance-Officers	27,502.36	(27,502.36)	1	-	-	0.00%
902.00 Interest Income	(96,527.47)	96,527.47	1	-	-	0.00%
903.00 Dividend Income	(2,318.68)	2,318.68	1	-	-	0.00%
904.00 Miscellaneous Income	(78,412.22)	19,322.22		(59,090.00)	(59,090.00)	-0.94%
904.01 Misc Sublease Rental Income	(4,550.00)			(4,550.00)	(4,550.00)	-0.07%
904.02 Finance Charge Revenue	(662.00)	662.00	1	-	-	0.00%
906.00 Gain/Loss Asset Disposal	(34,630.50)			(34,630.50)	(34,630.50)	-0.55%
	<u>\$ 11,089,143.28</u>	<u>\$ (\$84,500.29)</u>		<u>\$ 11,204,642.99</u>	<u>\$ 11,204,642.99</u>	<u>177.67%</u>
Overhead Rate				177.67%	177.67%	
					0.29%	
					<u>177.96%</u>	

Note: Otak is capping the overhead factor at 175%

Schedule Footnotes:

- 1 Unallowable accounts all costs removed by OTAK
- 2 Unallowable compensation for former CEO relative to ownership transition issues
- 3 Severance amounts in excess of statutory or policy requirements
- 4 Unallowable rent costs for office facilities under common ownership control
- 5 Unallowable costs resulting from extrapolation of statistical sample results - generally inadequate documentation of business purpose for travel expenditure and overseas airfare relative to UAE business segment.
- 6 Extrapolated results of statistical sample of accounts with higher risk of containing unallowable costs.
- 7 Excess Compensation for certain executives beyond of the average of three compensation surveys as per AASHTO guidance.
- 8 Amounts paid relative to loan guarantees
- 9 Cost for preparation and/or defense of certain federal income tax positions
- 10 Unallowable costs for lease of luxury automobile
- 11 Adjustment to bring allocation of indirect costs to foreign subsidiary into conformance with DCAA three factor formula

Certification of Final Indirect Costs

Firm Name: Otak, Inc.

Indirect Cost Rate Proposal: 177.96%

Date of Proposal Preparation (mm/dd/yyyy): 06/10/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 to 12/31/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Chris Rayasam

Title: Chief Financial Officer

Date of Certification (mm/dd/yyyy): _____

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

O/H Certification; Nov 2010

EXHIBIT G

Subcontracted Work

The County permits subcontracting for the following portions of the work of this AGREEMENT.

PROJECT UNDERSTANDING

The COUNTY plans to build a section of North Creek Trail between 208th Street SE (SR 524) and North Creek Park (183rd Street SE) west of the Bothell-Everett Highway (SR 527). The proposed section of trail will be a key link in a coordinated regional system that will eventually connect the Sammamish River/Burke-Gilman Trail in King County to the Snohomish County Regional Interurban Trail in Everett.

The proposed 2.8-mile trail will start at the intersection of SR 524 and Filbert Drive and go north along the west side of Filbert Drive as a sidepath. The proposed trail will cross Greening and Filbert creeks on the west side of Filbert Drive before crossing Filbert Drive at 3rd Drive SE. A separated trail will then continue northeast through a power line easement and cross 4th Drive SE before turning into a sidepath along the south side of 196th Street SE and then continuing north along the west side of Winesap Road. The sidepath trail will cross Winesap Road at Sprague Drive and continue east along the south side of Sprague Drive to the unopened ROW at 192nd Street SE. Through the unopened ROW, an elevated trail structure might be used to cross the wetland and North Creek in order to avoid impacts to sensitive areas. A separated trail will cross Waxen Road and continue through the power line easement, crossing 13th Avenue SE, and continue up to an existing private gravel path. The separated trail will generally follow the existing private gravel path behind 10th Avenue SE and then a sidepath along the west side of 9th Drive SE. An elevated trail structure will cross an existing ravine and continue as a sidepath trail on the west side of 9th Avenue SE. Before crossing 183rd Street SE, a roughly 75-foot-long section of the trail will be cantilevered over the side slope of an existing pond. The trail will cross 183rd Street SE and end at North Creek Park.

The sidepath configuration will typically consist of 10 to 12 feet (ft) of pavement bounded by two 2-ft-wide gravel shoulders and curbing with a 5-ft wide planter separating the sidepath from the roadway. The separated trail configuration will typically consist of 10 to 12 ft of pavement with two 2-ft-wide gravel shoulders. The elevated structure will be 12 to 14 ft wide. The project will also include approximately 30 new parallel parking spaces along the west side of Filbert Drive and approximately up to 22 new parking spaces in a lot proposed south of the intersection of Winesap Road and Sprague Drive.

The 30 percent design level plans for the project show 22 retaining walls (8 cut walls and 14 fill walls) along the project alignment with exposed heights ranging from about 0.5 to 19 ft. Thirteen of these walls are noted as having an exposed height in excess of 4 ft. It is anticipated that structural earth walls (SEWs) will be used in areas where the exposed heights of the proposed walls exceed 4 ft.

It is our understanding that the effective impervious area for the proposed paved trail will be minimized by using porous pavement and dispersion stormwater management best management practices (BMPs) in areas where site conditions are suitable.

To facilitate the proposed work, the COUNTY plans to acquire portions of 36 parcels (subject parcels) of land along the project corridor, a few of which have a history of commercial use. The COUNTY has requested focused Phase I ESA services to assess and document environmental conditions at the subject parcels that may pose a potential liability to a purchaser as part of the COUNTY's pre-acquisition due diligence. Based on the findings of the focused Phase I ESA, the need for and scope of additional investigative activities, as appropriate, will be evaluated for selected properties along the project corridor. Our recommendations for additional activities (i.e., Phase II activities) will be included in the focused Phase I ESA technical memorandum discussed below, but the Phase II activities would be conducted under a separate subsequent scope of services, and coordinated with other investigative tasks included in the geotechnical portion of this scope of work, as appropriate and if practical based on the project schedule.

GEOTECHNICAL SCOPE OF SERVICES

The following sections define the SUBCONSULTANT's proposed tasks for geotechnical engineering services to support final design of the proposed trail project.

Field Investigation and Laboratory Testing Program. We will advance a series of exploratory borings (including hand-augured borings) to characterize soil and groundwater conditions along the project alignment as summarized in the following table. Each boring will be advanced to the maximum depths noted in the following table. For cost estimating purpose, a total drilling footage of 822 ft was assumed. The estimated total drilling footage includes six optional borings up to a maximum depth of 30 ft below the ground surface (BGS) for structures/improvements that are currently undefined. A drilling contractor under subcontract to the SUBCONSULTANT will complete the exploratory borings using either a hollow-stem auger or mud rotary drilling technique and either a truck- or track-mounted drill rig. In addition, an excavation subcontractor will be hired to clear vegetation so the drill rig can access some of the proposed drill sites. The excavation subcontractor may also excavate shallow test pits (as opposed to hand-augured borings) along the currently undeveloped portions of the proposed trail alignment.

Proposed Structure/Improvement	Number of Explorations	Exploration Method	Maximum Depth (ft BGS)
Stormwater Wet Pond	2	Drill Rig	25
North Creek Bridge (including eastern approach)	3	Drill Rig	50
Small Pedestrian Bridge	1	Drill Rig	20
Parking Lot	2	Drill Rig	15
Cantilevered Trail	2	Hand Auger/Test Pit	6
Retaining Walls (with exposed height greater than 4 ft)	12	Drill Rig	35
Boardwalks	11	Hand Auger/Test Pit	6
Porous Pavement	20	Hand Auger/Test Pit	6
Creek Crossing (Greening and Filbert Creeks)	2	Drill Rig	25
Currently Undefined Structures/Improvements	6	Drill Rig	30

Prior to conducting the proposed explorations, we will prepare a Geotechnical Exploration Plan for review and approval by the CONSULTANT and the COUNTY. The Geotechnical Exploration Plan will include:

- A site plan showing the locations of the proposed explorations, including up to 6 optional borings if needed.
- A description of how, when, and where vegetation will be cleared and how the exploration equipment (i.e., drill rig and backhoe) will be brought to the exploration sites.
- A description of the exploration schedule, including duration and specific start/ends dates.
- A description of methods, including BMPs, that will be used to protect critical areas (e.g., streams, wetlands, and buffers).
- A description of the type and approximate amount of fill material that will be used to backfill our explorations.

A shoulder and/or lane closure will be required to complete some of the proposed borings. The SUBCONSULTANT will prepare and submit a traffic control plan to the COUNTY, and provide the necessary flaggers and warning signs for a shoulder and/or lane closure. In an effort to avoid buried utilities, the SUBCONSULTANT will also arrange for underground utility location ("call before you dig") prior to performing field activities. We will also hire a private utility locating service to check for the presence of buried utilities at some of the planned exploration locations. Despite our best efforts to avoid utilities, utility damage is sometimes unavoidable due to mismarked or unlocatable facilities. The SUBCONSULTANT is not responsible for damage to any utilities that are mismarked or not located.

A geologist or geotechnical engineer from the SUBCONSULTANT will observe the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure, and will be delivered to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report, unless arrangements are made to retain them. Upon completion of sampling and

logging, the boreholes will be decommissioned in accordance with the requirements of WAC 173-160. Excess cuttings from the exploratory borings will be disposed of on site.

We will complete a geotechnical laboratory testing program consisting of natural moisture content and grain size and/or Atterberg Limits determinations on selected soil samples to aid in classifying site soils. We have budgeted for 122 moisture content and 41 grain size or Atterberg Limits determinations. We have also budgeted for 20 combined grain size and hydrometer analyses for the purpose of estimating infiltration rates for porous pavement design.

We understand that there are community concerns related to portions of the proposed trail alignment in the vicinity of certain sensitive areas (Wetland E and Wetland I/J). The SUBCONSULTANT's estimated budget includes time to review these community concerns and provide geotechnical input to the design team related to these two areas of concern.

Engineering Analyses and Reporting. Information from the field investigation will be analyzed by a geotechnical engineer from the SUBCONSULTANT to develop geotechnical engineering conclusions and recommendations to support design of the proposed trail project. The results of our field explorations, laboratory testing, engineering analyses, and our geotechnical engineering conclusions and recommendations will be summarized in a draft written report. Upon receipt of review comments, we will address the comments, as appropriate, and submit a signed and sealed geotechnical report. The geotechnical report will include:

- A site plan showing the locations of the explorations completed for this project
- Summary logs of explorations completed for this project
- Results of the laboratory testing program
- A discussion related to the general geologic and topographic characteristics along the project alignment, including information related to the regional geologic setting
- A discussion of the near-surface soil and groundwater conditions anticipated along the project alignment
- A discussion of the geologic hazards anticipated and/or identified along the project alignment
- An evaluation of the moisture sensitivity of the soils along the project alignment
- A discussion of subgrade support characteristics anticipated along the project alignment
- Recommendations related to earthwork construction, including embankment and backfill material and compaction criteria, provisions for wet weather earthwork, and suitability of onsite materials for use as backfill
- Recommendations for subgrade preparation for paved trails and parking areas
- Recommendations regarding maximum allowable inclinations for temporary and permanent cut and fill slopes
- Geotechnical recommendations related to the design of the proposed wet pond
- Recommendations for design of SEWs to support cuts and fill, including soil parameters for use in wall design
- A discussion of the results of the slope stability analyses that will be conducted to evaluate the global stability (under both static and dynamic loading conditions) of SEWs that will be constructed on slopes
- Foundation support recommendations for the proposed boardwalks, small bridges, cantilevered trail, and creek crossings
- Pile foundation support recommendations for the proposed North Creek Bridge, including recommended vertical pile capacities and recommended site factors for use in seismic design of the proposed bridge
- Recommendations for lateral earth pressures (presented in terms of equivalent fluid pressures) under static and dynamic loading conditions for use in design of the abutments for the North Creek Bridge
- A discussion of the infiltration characteristics of the soil along the project alignment, including recommended design infiltration rate(s) based on soil textures and corresponding published infiltration rates
- Recommendations to reduce the project's impact on the stability of the slope in the vicinity of Station 125+00 (previously identified by the SUBCONSULTANT as an area of concern with regard to slope stability)

- A summary of geotechnical conditions for inclusion in the bid documents
- Recommendations for monitoring and testing during construction.

Assumptions:

- Applying for and obtaining the permits needed to conduct the proposed exploration program will be performed by others and is not included in our proposed scope of services.
- Identification of areas of impact broken out by critical area (e.g., Stream 1, Wetland C, Wetland E, buffer, etc.) will be performed by others based on exploration location information provided by the SUBCONSULTANT.
- The COUNTY will provide the SUBCONSULTANT a no-cost ROW use permit.
- If needed, the COUNTY will obtain right-of-entry for explorations that are located on private property.
- Piezometers will not be installed in the borings; however groundwater levels at the time of drilling (if encountered) will be recorded.
- Field exploration will be performed during daylight hours.
- *In situ* infiltration testing will not be performed.

Deliverables:

- Geotechnical Exploration Plan
- Traffic Control Plan
- An electronic copy (in PDF format) of the Draft Geotechnical Report
- Electronic copy (in PDF format) and two bound and one unbound copies of the Final Geotechnical Report.

FOCUSED PHASE I ENVIRONMENTAL SITE ASSESSMENT SCOPE OF SERVICES

The SUBCONSULTANT will conduct the focused Phase I ESA in general accordance with the ASTM International (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, E 1527-05 (as currently applied in the State of Washington), and with the scope of work as modified for this project. The ASTM standard, while subject to changes (as are all ASTM standards), is recognized as generally meeting the due diligence provisions of the federal statute [Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 USC 9601(35) (B)] and the Washington State Model Toxics Control Act (MTCA; RCW 70.105D.040) at the time this proposal was prepared. ASTM E 1527-05 was published in November 2005 to satisfy the elements of the U.S. Environmental Protection Agency (EPA) All Appropriate Inquiry rule. This rule establishes requirements that purchasers must meet to limit their environmental liability under CERCLA and qualify for protections, including the "Bona Fide Prospective Purchaser" and "Contiguous Property Owner" defenses. ASTM E 1527-13, which is the recently updated version of the Phase I ESA standard, was just published and will replace E 1527-05 following adoption by EPA.

The goal of the assessment process outlined in ASTM E 1527-05 is to identify *recognized environmental conditions*, which are defined as the presence or likely presence of any hazardous substances or petroleum products under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into the ground, groundwater, or surface water of the ROW. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a threat to human health or the environment, and that generally would not be the subject of an enforcement action if brought to the attention of the appropriate governmental agencies.

Elements not included in ASTM E 1527-05 (e.g., identification, sampling, and analysis of asbestos, radon, lead paint, and lead in drinking water and/or wetlands; regulatory compliance; cultural and historic resources; indoor air quality and vapor intrusion, including the potential presence of mold or other biological contaminants; industrial hygiene; health and safety; ecological resources; and endangered species) are not included in our proposed scope for the focused Phase I ESA.

It is important to understand that Phase I ESAs are not a means of finding "everything there is to know about a property." Rather, they are attempts to determine the environmental liabilities of a property or properties based

on reasonably available documentation (both oral and written) within the budget and schedule limitations. This approach will be applied to our scope of services for the focused Phase I ESA for the subject parcels, which will include data collection, site reconnaissance, and data evaluation and reporting tasks, as described below.

Data Collection. The SUBCONSULTANT will collect information to document the current and historical use(s) of the subject parcels and identify conditions that could pose liabilities to the COUNTY or adversely affect the planned trail construction project. This task will include:

- Reviewing available aerial photographs, historical fire insurance maps (if available), topographic maps, city or county maps and street directories, and local historical information to assess past uses of the subject parcels and adjacent properties from the present back to their first developed use, or back to 1940, whichever is earlier.
- Reviewing listings from a subcontracted database service [Environmental Data Resources Inc. (EDR)] of confirmed and suspected contaminated sites abstracted from EPA, tribal, and Washington State Department of Ecology environmental databases, as prescribed by ASTM. ASTM requires that these databases be searched for confirmed and suspected contaminated sites within various distances up to a 1-mile radius of the project ROW along the approximately 2.8-mile corridor.
- Contacting the local health and fire departments for information they may have on environmental conditions at and immediately adjacent to the subject parcels that are not in residential use.

The data collected will be summarized in a spreadsheet that, along with appropriate maps, will summarize the available information and highlight properties with current or former uses or conditions of potential environmental concern.

Site Reconnaissance. A site reconnaissance will be conducted of the project corridor to observe current land use activities and environmental conditions at the subject and adjacent parcels, and to verify the data collected in the task described above, to the extent practicable. Current land use(s) and conditions at the subject parcels will be documented with notes and photographs. The information from the site reconnaissance will also be included in the summary spreadsheet. We will assess current uses at the subject and adjacent parcels from the public ROWs to the extent that they are visually observable. Based on the findings of the focused Phase I ESA, more detailed site reconnaissances may be warranted at selected subject parcels, which will require access to the selected parcels. Additional reconnaissances would be conducted under a separate scope of services.

Data Evaluation and Reporting. The findings of the focused Phase I ESA will be documented in a technical memorandum that will summarize the data collected and identify subject parcels of potential concern along the project corridor that could pose potential liabilities to the COUNTY or adversely affect the planned trail construction project. The data spreadsheet and maps prepared as part of tasks outlined above will be used to create summary tables and figures that will be attached to the technical memorandum. The memorandum will also include our recommendations for additional investigative work, as appropriate, to address any data gaps identified during the focused Phase I ESA. This task will also include:

- Preparing a draft version of the technical memorandum for your review. The memorandum will identify data gaps in our assessment, our efforts to fill them, and comments on whether the data gaps are significant and affect our overall findings.
- Preparing a final technical memorandum incorporating review comments from the CONSULTANT and the COUNTY, as appropriate.

The focused Phase I ESA will review historical and regulatory information regarding the subject parcels to assess the potential for contamination to exist along the project corridor. The focused Phase I ESA process will provide the project team with information needed to assess potential liabilities associated with the subject parcels to facilitate property acquisition and to assess the needed protocols required, assess the potential additional costs associated with working on impacted properties, and evaluate the health and safety considerations for the field team(s). Examples of conditions that could impact the planned trail construction project include the presence of contaminated soil due to current or historical operations on properties along the project corridor.

The information from the focused Phase I ESA will be used to identify the need for and scope of focused Phase II evaluations for the project corridor ROW. The scope of the Phase II sampling and analysis would be identified, and any investigative work could be coordinated/combined with investigations (borings or test pits)

planned for geotechnical purposes. Any Phase II sampling and analysis would be used to document environmental conditions and support the assessment of the potential for contamination to exist along the corridor.

Assumptions:

- Interviews with property owners or operators will not be conducted as part of the focused Phase I ESA.
- One trip will be made to the project area for the site reconnaissance.
- The Phase I ESA will focus on the 36 parcels (subject parcels) to be acquired by the COUNTY within the approximately 3-mile project corridor.
- The site reconnaissance will be conducted from public ROWs and will not include the inspection of any building interiors.
- Two or more EDR database reports will be required to provide coverage of the entire project corridor.
- The CONSULTANT and the COUNTY will provide access to available current and historical aerial photographs of the project corridor and purchase of additional aerial photographs will not be required.
- The CONSULTANT and the COUNTY will return to the SUBCONSULTANT a completed copy of the attached "User-Provided Information Request Form" regarding the subject parcels within 1 week of the authorization of this proposal.
- The CONSULTANT and the COUNTY will report any information due to actual or specialized knowledge or experience regarding the subject parcels that is, or could be, relevant to recognized environmental conditions to the SUBCONSULTANT prior to the site reconnaissance.

Deliverables:

- Draft and final versions of the Focused Phase I ESA technical memorandum. Up to three paper copies and one PDF version of the final report will be provided.

ESTIMATED COST

We estimate the cost for our proposed scope of services will be about \$98,205 in general accordance with the following breakdown:

Geotechnical Scope of Work

Drilling and Excavation Subcontractors	\$ 31,155
Private Utility Locating Service	\$ 680
Traffic Control Services	\$ 1,800
The SUBCONSULTANT's Field Services	\$ 17,000
Laboratory Testing	\$ 9,700
Geotechnical Evaluation and Reporting	\$ 24,970
Estimated Subtotal	\$ 85,305

Environmental Scope of Work

Data Collection	\$ 5,400
Site Reconnaissance	\$ 1,700
Data Evaluation and Reporting	\$ 5,800
Estimated Subtotal	\$ 12,900
Estimated Project Total	\$ 98,205

We propose to provide the above-described services on a time and materials basis according to the budget set forth above and on the attached fee determination summary sheet. In the event the project requirements change, or unexpected conditions are disclosed that appear to require further field effort, study, or analysis, we will bring these to your attention and seek your written approval for an addendum to the scope of services and costs prior to performing additional services.

EXHIBIT G-1 **Subconsultant Fee Determination – Budget**

Project: North Creek Trail - Final Design (Geotechnical Services)

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (a)</u>	<u>Hours</u>	=	<u>Max Rate (b)</u>	=	<u>Cost</u>
Principal	36	X	\$213.10		\$7,671.60
Senior Associate		X	\$174.98		\$0.00
Associate		X	\$146.01		\$0.00
Senior		X	\$122.49		\$0.00
Senior Project	228	X	\$117.72		\$26,840.16
Project		X	\$96.70		\$0.00
Senior Staff		X	\$90.44		\$0.00
Senior CAD		X	\$104.98		\$0.00
Staff/Senior Technician II		X	\$102.19		\$0.00
Project Coordinator	14	X	\$93.69		\$1,311.66
CAD/GIS Technician	12	X	\$82.72		\$992.64
Technician	78	X	\$57.19		\$4,460.82
Support Staff		X	\$68.97		\$0.00
Total Labor Cost				=	\$41,276.88

Reimbursables:

Travel Expenses (est. 960 miles @ \$0.565/mile)	\$542.40
Reproduction Expenses	\$149.20
Laboratory Testing	\$9,691.00
Drilling Subcontractor	\$29,407.32
Excavation Subcontractor	\$1,760.00
Private Utility Locator	\$680.00
Traffic Control Subcontractor	\$1,798.20

Subconsultant Total = **\$85,305.00**

Prepared By: S. Wright

Date: 12/20/2013

(a) Classifications shown are general, the actual invoice will show our employee's specific discipline (e.g., Senior Engineer, Senior Geologist, Senior Planner, etc.)

(b) Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay.

Project: North Creek Trail - Final Design (Environmental Services)

Subconsultant: Landau Associates

Direct Salary Cost (DSC):

<u>Classification (a)</u>	<u>Hours</u>	<u>=</u>	<u>Max Rate (b)</u>	<u>=</u>	<u>Cost</u>
Principal		X	\$213.10		\$0.00
Senior Associate	8	X	\$174.98		\$1,399.84
Associate		X	\$146.01		\$0.00
Senior	66	X	\$122.49		\$8,084.34
Senior Project		X	\$117.72		\$0.00
Project		X	\$96.70		\$0.00
Senior Staff		X	\$90.44		\$0.00
Senior CAD	8	X	\$104.98		\$839.84
Staff/Senior Technician II		X	\$102.19		\$0.00
Project Coordinator	12	X	\$93.69		\$1,124.28
CAD/GIS Technician		X	\$82.72		\$0.00
Technician		X	\$57.19		\$0.00
Support Staff	4	X	\$68.97		\$275.88
Total Labor Cost				=	\$11,724.18

Reimbursables:

Travel Expenses (est. 150 miles @ \$0.565/mile)	\$84.75
Environmental Database Reports	\$900.00
Reproduction Expenses	\$191.07

Subconsultant Total = **\$12,900.00**

Prepared By: K. Hartley

Date: 12/3/2013

(a) Classifications shown are general, the actual invoice will show our employee's specific discipline (e.g., Senior Engineer, Senior Geologist, Senior Planner, etc.)

(b) Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay.

EXHIBIT G-2
Subconsultant Fee Determination – Summary Sheet
Fee Schedule

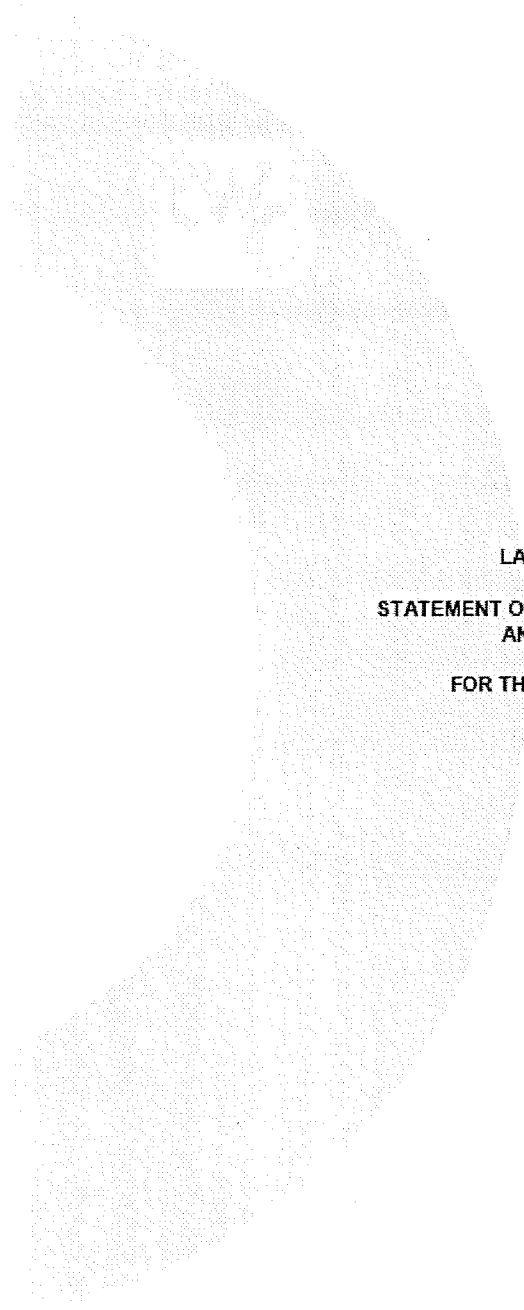
Subconsultant: Landau Associates, Inc.

Position Classification	Max Direct Salary Rate	Overhead @198%	Profit @26.40%	Max Rate Per Hour
Principal	\$65.69	\$130.07	\$17.34	\$213.10
Senior Associate	\$53.94	\$106.80	\$14.24	\$174.98
Associate	\$45.01	\$89.12	\$11.88	\$146.01
Senior Engineer	\$37.76	\$74.76	\$9.97	\$122.49
Senior Project	\$36.29	\$71.85	\$9.58	\$117.72
Project	\$29.81	\$59.02	\$7.87	\$96.70
Senior Staff	\$27.88	\$55.20	\$7.36	\$90.44
Senior CADD	\$32.36	\$64.07	\$8.54	\$104.98
Staff /Senior Technician II	\$31.50	\$62.37	\$8.32	\$102.19
Project Coordinator	\$28.88	\$57.18	\$7.62	\$93.69
CAD/GIS Technician	\$25.50	\$50.49	\$6.73	\$82.72
Technician	\$17.63	\$34.91	\$4.65	\$57.19
Support Staff	\$21.26	\$42.09	\$5.61	\$68.97

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit G-2.

EXHIBIT G-3
Breakdown of Subconsultant's Overhead Cost

SUBCONSULTANT'S audited overhead report from the WSDOT Audit Office, or other report supporting Overhead Rate (per Chapter 31.5 of the WSDOT Local Agency Guidelines), provided by SUBCONSULTANT attached hereto and incorporated herein as Exhibit "G-3".



LANDAU ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012

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**INDEPENDENT AUDITORS' REPORT ON THE
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**

Board of Directors and Stockholders
Landau Associates, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred to as "overhead schedule" or "the Schedule") of Landau Associates, Inc. for the year ended June 30, 2012. The Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Schedule. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other state Federal regulations and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the indirect cost rate schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended June 30, 2012 on the basis of accounting described in Note B.

In accordance with the *Government Auditing Standards* we have issued a report dated July 17, 2013 on our consideration of the Company's internal control over financial reporting as it relates to the Schedule and on our tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should not be considered in assessing the results of our audit.

This report is intended solely for the use and information of Landau Associates, Inc. and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

T. Wayne Owens & Associates, PC

Lawrenceville, GA
July 17, 2013

LANDAU ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	\$ 3,090,458	\$ -		\$ 3,090,458	
INDIRECT COSTS					
Fringe Benefits:					
Vacation, sick, and holiday	\$ 522,730	\$ -		\$ 522,730	
Retirement plan	244,077	-		244,077	
Employee group insurance	570,140	-		570,140	
Incentive compensation	381,808	(23,448)	(1)	358,360	
Payroll taxes	520,175	(17,449)	(2)	502,726	
Workers compensation	36,686	-		36,686	
Other employee benefits	65,962	(36,975)	(3)	28,987	
Total Fringe Benefits	\$ 2,341,578	\$ (77,872)		\$ 2,263,706	73.25%
General Overhead:					
Indirect labor	\$ 2,502,677	\$ (204,636)	(3)(4)(5)(6)(7)	\$ 2,298,041	
Accounting Fees	14,726	-		14,726	
Advertising	23,691	(23,691)	(3)(7)	-	
Automobile expense	66,416	-		66,416	
Bank charges	8,192	-		8,192	
Contributions	15,474	(15,474)	(6)	-	
Depreciation and amortization	242,633	-		242,633	
Dues and professional licenses	68,177	(32,689)	(3)(7)(8)	35,488	
Entertainment	36,415	(36,415)	(3)(9)	-	
Insurance	133,709	-		133,709	
Interest	10,740	(10,740)	(10)	-	
Leased equipment	113,631	-		113,631	
Meals expense	25,499	(9,850)	(3)(5)(7)(11)(12)	15,649	
Office supplies and postage	182,605	(8,721)	(7)	173,884	
Professional services	129,550	(17,041)	(5)	112,509	
Recruitment expense	2,556	(1,000)	(6)	1,556	
Rent	686,437	-		686,437	
Repairs and maintenance	3,241	-		3,241	
Seminars and professional education	77,280	(8,684)	(7)	68,596	
Supplies	44,771	-		44,771	
Taxes	434,636	(158,250)	(13)	276,386	
Telecommunications	123,030	-		123,030	
Travel	78,437	(9,294)	(7)(12)(14)	69,143	
Recovery accounts	(279,763)	-		(279,763)	
Total General Overhead	\$ 4,744,960	\$ (533,085)		\$ 4,211,875	136.29%
Total Indirect Costs	\$ 7,086,538	\$ (610,957)		\$ 6,475,581	209.53%
Facilities Capital Cost of Money (FCCM)				\$ 14,815	0.48%

See accompanying auditors' report and notes.

LANDAU ASSOCIATES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED JUNE 30, 2012

- (1) 31.205-13 (b) Employee morale, health, welfare, food service, and dormitory costs and credits - Costs of gifts are unallowable.
- (2) 31.201-8 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (3) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (4) 31.205-8 (G) (2) (ii) - Compensation for personal services - Severance pay in excess of employer-employee agreement is unallowable.
- (5) 31.205-27 (a) (2) - Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (6) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (7) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (8) 31.205-22 (a) (1) Lobbying and political activity costs - Costs associated with attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activities are unallowable.
- (9) 31.205-51 Costs of alcoholic beverages - Costs of alcoholic beverages are unallowable.
- (10) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (11) 31.205-46 (a) 2 Travel costs - Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.
- (12) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (13) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable.
- (14) 31.201-5 Credits - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the contractor shall be credited to the Government either as a cost reduction or by cash refund.

**LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012**

NOTE A - DESCRIPTION OF THE COMPANY

Landau Associates, Inc. (the "Company") is an employee-owned consulting firm that provides geotechnical engineering, environmental engineering and remediation, permitting, and compliance services throughout the western United States. The Company, a Washington corporation, was incorporated on November 14, 1984 and is organized under chapter C of the Internal Revenue Code. The Company's office is in Edmonds (headquarters), Seattle, Tacoma, Olympia, and Spokane, Washington and Portland, Oregon with approximately 88 employees.

Revenues are derived from billings for services and other reimbursable expenses. Approximately, 74%, 19%, and 7% of revenues are derived from commercial/private, local government and state government, respectively.

NOTE B - BASIS OF ACCOUNTING

The Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (the "Statement") was prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other Federal regulations (i.e. Federal Travel Regulation). Accordingly, the Statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The preparation of this Statement requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates and assumptions.

NOTE C - DESCRIPTION OF ACCOUNTING POLICIES

The Company's financial accounting system is maintained on the accrual basis and the accrual basis is used for income tax reporting purposes.

The Company maintains an integrated job order cost accounting system for recording and accumulating costs incurred under its contracts wherein contracts and subcontracts are assigned individual project numbers. Direct costs are coded to the corresponding project number so that they may be segregated and accumulated in the Company's job order cost accounting system. The Company identifies a cost as a direct cost if it can be specifically identified with a particular final cost objective, i.e. a project related cost. It is irrelevant whether or not the costs are actually billed. Direct costs are not included in the overhead pool and direct accounts have been established in the Company's General Ledger. The Company considers a cost to be an indirect cost if the cost is not directly identified with a single, final cost objective, but is identified with two or more final cost objectives or an intermediate cost objective.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulating and reporting of costs under its job order cost accounting system.

NOTE D - DESCRIPTION OF OVERHEAD RATE STRUCTURE

The Company has a company-wide reporting unit.

All costs are allocated based on direct labor. The direct labor base includes all salaries and wages and the premium portion of paid overtime specifically identified with a project except compensated personal absence (holidays, vacations, sick leave and excused absence).

Fringe benefits include costs for compensated personal absence, payroll taxes, insurance, group insurance and other personnel related costs.

**LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012**

NOTE D - DESCRIPTION OF OVERHEAD RATE STRUCTURE (Continued)

The Company does not maintain or calculate a Field Office Overhead Rate.

Other Direct Costs (ODC) are consistently charged to projects, regardless of whether the ODCs are billable under the contracts. ODCs that are charged to projects include but are not limited to sub-consultants and job supplies and services.

NOTE E - DESCRIPTION OF LABOR RELATED COSTS

Project Labor

The Company charged labor to all projects using standard hourly rates.

Paid Time Off

Vacation

All salaried and hourly benefited employees earn credit for paid vacations in accordance with the following schedule:

Years of Service	Vacation Days/Year (Hours/Month)
Up to 5 years	10 (8.67)
After 5 years	15 (10.00)
After 10 years	18 (12.00)
After 15 years	20 (13.33)

New employees begin accruing vacation credit as of their date of hire. In some cases, partial credit for previous relevant work experience may be granted to new employees, at the time of their hiring, for purposes of establishing their position on the accrual schedule. To qualify for this credit, prior employment must be in the same or a related field of work as the individual will be performing at the Company. Long-term employees accrue additional vacation credit per the schedule above. Employees are eligible to use accrued vacation upon the completion of 6 months of employment.

Vacation may be accumulated up to a maximum of twice the individual's allotted number of days per year. To prevent significant exceeding of the maximum accrual, vacation accruals will be reviewed quarterly. Employees with accrued vacation that exceeds seven-eighths of their maximum accrual will be paid an amount equivalent to the exceeding and the bank reduced accordingly.

Upon voluntary or involuntary termination of employment of longer than six months, and upon commencement of a leave of absence of longer than 3 months, any accumulated, available vacation time will be paid to the employee. Payment for accumulated vacation time upon termination of employment of less than 6 months will be at the discretion of the COO but will generally not be paid in the cases of voluntary termination or termination for misconduct.

Vacation pay is calculated using the employee's current base rate of pay and is paid on regular paydays. Vacation pay does not include overtime, bonuses, incentive pay, or other special forms of compensation.

Sick

Eligible employees earn 1.54 hours per biweekly pay period (40 hours per year) of sick leave credits.

**LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012**

NOTE E - DESCRIPTION OF LABOR RELATED COSTS (Continued)

Unused sick leave credits for each employee will continue to accumulate to a maximum of 80 hours sick leave. After the sick leave accumulation has reached 80 hours, one additional personal day will be granted to the employee for every six cumulative months (i.e., months need not be consecutive) during which the sick leave accumulation remains at the maximum of 80 hours. This personal day must be used within 1 year of becoming available to the employee.

Sick pay is calculated using the employee's current base rate of pay and is paid on regular paydays. Sick pay does not include overtime, bonuses, incentive pay, or other special forms of compensation. Accrued unused sick hours are not paid upon employee termination.

Comp Time

The Company does not have a comp time policy.

Paid Overtime and Uncompensated Overtime

Premium Overtime - Costs are incurred in meeting certain deadlines. Hourly employees are compensated for overtime via a cash payment equal to time and a half (premium portion) for all hours worked in excess of 40 per week. The premium portion of paid overtime is included in direct labor.

Uncompensated Overtime - The Company does not pay salaried employees for time worked in excess of 40 hours per week. The time in excess of 40 hours was credited to the indirect cost pool. The credited amount (\$178,998) consisted of hours worked in excess/below 40, times the employee's standard hourly rate.

Highly Compensated Employees/Officers

The Company performed an analysis of executive compensation in accordance with Chapter 7 of the AASHTO Audit Guide. The analysis included an examination of the activities performed by Company executives, and the forms of compensation paid to executives. A total of \$52,360 was eliminated from overhead related to marketing, acquisitions, and entertainment.

The Company did not pay compensation to executives in excess of the FAR 31.205-6 (p) limit of \$763,020 for FY 2012.

Reasonable Compensation Levels

The Company uses compensation survey data from the National Compensation Matrix (NCM). No executive compensation in excess of the reasonable compensation levels was identified.

Retirement Plan

The Company has a 401(k) plan, meeting the requirements of FAR 31.205-6 (j), to which it makes a cash contribution equal to 30% of the first 5% of eligible earnings contributed, with a maximum employer match amount of 1.5% of the employee's salary to the plan by the employee as an elective deferral. The amount of the company's matching expense included in the overhead pool for the year is \$89,601.

The Company has an Employee Stock Ownership Plan (ESOP) which covers all eligible employees.

LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012

NOTE E - DESCRIPTION OF LABOR RELATED COSTS (Continued)

Contract Labor

The Company uses contract labor for engineering related services, and bills this labor as other direct costs.

NOTE F - DESCRIPTION OF DEPRECIATION/LEASING POLICIES

Certain assets are purchased and depreciated while others are leased and considered operating leases. The annual lease costs are included in the overhead pool. The depreciation reflected on the Company's financial statements differs from the acceptable depreciation for Federal income tax purposes. The amounts included in the overhead pool are stated in a manner consistent with the Company's depreciation policies and do not exceed the amounts reflected in the financial statements; the amounts included in the Statement are allowable under FAR 31.205-11(c).

NOTE G - FACILITIES CAPITAL COST OF MONEY

The cost-of-money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the prompt payment act rate for the applicable period. Equipment and facilities include office equipment, office furniture, field equipment, computer, library, lab equipment, tenant improvements, and vehicles. The calculation was made as follows:

Net book value of assets - prior year	\$ 585,748
Net book value of assets - current year	<u>780,013</u>
Average net book value	\$ 682,881
Multiplied by: average treasury rate	<u>2.25%</u>
Equals: facilities capital cost of money	<u>\$ 14,915</u>
Divided by: direct labor base	<u>\$ 3,090,458</u>
Equals: Facilities Capital cost of money rate	<u>0.48%</u>

NOTE H - SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure in the Statement of Direct Labor, Fringe Benefits, and General Overhead through July 17, 2013, the date the statement was available to be issued. No subsequent events requiring recognition or disclosure have been identified.

NOTE I - LIST OF DIRECT COSTS ACCOUNTS

The Company charges the following types of costs directly to projects:

- Sub-Consultants
- Mileage
- Job Supplies & Services
- Vehicle Costs
- Travel

**LANDAU ASSOCIATES, INC.
NOTES TO THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD
FOR THE YEAR ENDED JUNE 30, 2012**

NOTE I - LIST OF DIRECT COSTS ACCOUNTS (Continued)

- Meals
- Per Diem
- Postage & Delivery
-

As noted above, direct costs are coded to the corresponding project number so they may be segregated and accumulated in the Company's job order cost accounting system. The Company identifies a cost as a direct cost if it can be specifically identified with a particular final cost objective, i.e., a project related cost. It is irrelevant whether or not the costs are actually billed. Direct costs are not included in the overhead pool and direct accounts have been established in the Company's General Ledger.

In addition, the Company has the following charge rates.

In-House Cost	Unit Cost
Mileage	IRS Rate
Vehicle Use	\$40/day
CAD Design/GIS	\$14/hr
Copies – B&W	\$.12
Copies – Color	\$.50
Plotter Copies – B&W	\$1.25
Plotter Copies – Color	\$2.50

The accuracy of some of the rates noted above we verified during project testing. The in-house costs were proper, complete, and consistent for the project selected for testing.

NOTE J – AUDITOR CONTACT

The person to contact relative to this engagement is:

T. Wayne Owens, CPA
T. Wayne Owens & Associates, PC
1688 Duluth Highway
Lawrenceville, GA 30043

Phone: (878) 281-8566
E-mail: wowens@twocpa.com



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL AND COMPLIANCE

Board of Directors and Stockholders
Landau Associates, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead of Landau Associates, Inc. as of and for the year ended June 30, 2012, and have issued our report thereon dated July 17, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits (or examination level attestation engagements) contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of Landau Associates, Inc. is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Landau Associates, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the schedule, but not for the purpose of expressing an opinion on the effectiveness of Landau Associates, Inc.'s internal control over financial reporting. For the purpose of this report, we have classified the significant internal controls over financial reporting in the following categories: cash disbursements and payroll. Accordingly, we do not express an opinion on the effectiveness of Landau Associates, Inc.'s internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected, and corrected, on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Landau Associates, Inc.'s overhead schedule is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the Federal Acquisitions Regulation, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Company in a separate letter dated July 17, 2013.



This report is intended solely for the information and use of management and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and is not intended to be and should not be used by anyone other than these specified parties.

T. Wayne Owens & Associates, PC

Lawrenceville, GA
July 17, 2013

Certification of Final Indirect Costs

Firm Name: Landau Associates

Indirect Cost Rate Proposal: 198.0

Date of Proposal Preparation (mm/dd/yyyy): 09/26/2013

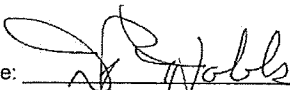
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 07/01/2011 to 06/30/2012

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Dennis R. Hobbs, CPA

Title: Finance Director

Date of Certification (mm/dd/yyyy): 10/11/2013

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

O/H Certification; Nov 2010

EXHIBIT H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to non-discrimination in federally assisted programs of the COUNTY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the COUNTY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the COUNTY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of Paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the COUNTY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the COUNTY and the STATE enter into such litigation to protect the interests of the COUNTY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

EXHIBIT I
Payment Upon Termination of Agreement
By the COUNTY Other Than for
Fault of the CONSULTANT

(Refer to Agreement, Section IX)

Specific Rates of Pay Contracts

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 at the time of termination of this AGREEMENT.

EXHIBIT J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a CONSULTANT's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the COUNTY 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 COUNTY'S Project Manager

At the first indication of potential CONSULTANT design error(s), the first step in the process is for the COUNTY'S Project Manager to notify the Director of Public Works or County Engineer regarding the potential design error(s). For Federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or County Engineer may appoint a county 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 County 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, and records of labor, materials and equipment.

Step 3 - Contact the CONSULTANT Regarding the Alleged Design Error(s)

If it is determined 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 COUNTY staff should represent the COUNTY and the CONSULTANT should be represented by CONSULTANT's 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(s) 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, 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, the Director of Public Works or County Engineer, or their representatives, negotiate a settlement with the CONSULTANT. The settlement would be paid to the COUNTY or the amount shall be reduced from the CONSULTANT'S AGREEMENT with the COUNTY for the services on the project in which the design error took place. The COUNTY is to provide Highways and Local Programs, 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 the alleged design error(s) issue be forwarded to the Director of Public Works or County Engineer for review. If the Director of Public Works or County 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 Highways and Local Programs

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

- If mutual agreement is reached, the COUNTY and CONSULTANT may adjust the Scope of Work and costs to reflect the agreed upon resolution. Highways and Local Programs, 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 COUNTY and CONSULTANT may seek settlement by arbitration or by litigation.

EXHIBIT K
Consultant Claim Procedures
(Applicable to Consultant Claims for More Than \$1000)

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

Step 1 – CONSULTANT Files a Claim with the COUNTY Project Manager

If the CONSULTANT determines that CONSULTANT was requested to perform additional services that were outside of the AGREEMENT'S Scope of Work, CONSULTANT may be entitled to a claim. The first step that must be completed is the request for consideration of the claim by the COUNTY'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 COUNTY 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 COUNTY'S Project Manager. The Project Manager will review the CONSULTANT'S claim and will meet with the Director of Public Works or County Engineer to determine if the COUNTY agrees with the claim. If the FHWA is participating in the project's funding, the COUNTY will forward a copy of the CONSULTANT'S claim and the COUNTY'S recommendation for Federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for Federal participation, payment will need to be from COUNTY funds.

If the COUNTY Project Manager, Director of Public Works or County Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the CONSULTANT'S claim, the COUNTY will 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 COUNTY shall write the supplement and/or new AGREEMENT and pay the CONSULTANT the amount of the claim. The COUNTY will 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 COUNTY does not agree with the CONSULTANT'S claim, proceed to Step 3 of the procedures.

Step 3 – Preparation of Supporting Documentation Regarding CONSULTANT'S Claim(s)

If the COUNTY does not agree with the CONSULTANT'S claim, the Project Manager shall prepare a summary for the Director of Public Works or County Engineer that includes the following:

- Copy of information supplied by the CONSULTANT regarding the claim;

- COUNTY'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;
- COUNTY'S summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the COUNTY 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 County Engineer Reviews CONSULTANT Claim and COUNTY Documentation

The Director of Public Works or County Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting County Council or Commission approval (as appropriate to COUNTY dispute resolution procedures). If the project involves Federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for Federal participation, payment will be from COUNTY funds.

Step 5 – Informing CONSULTANT of Decision Regarding the Claim

The Director of Public Works or County Engineer shall notify (in writing) the CONSULTANT of the COUNTY's 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 COUNTY 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 M-1(a)
Certification of Consultant

PROJECT: North Creek Trail Design Services

AGREEMENT NO.: CCF08-13

LOCAL AGENCY: Snohomish County

I hereby certify that I am the Principal and a duly authorized representative of the firm of **Otak, Inc.** whose address is **10230 NE Points Drive, Suite 400, Kirkland, WA 98033**, 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 the AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this AGREEMENT, 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 available to the Washington State Department of Transportation 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.


Signature (Authorized Official of Consultant)

1/21/14
Date

EXHIBIT M-1(b)
Certification of COUNTY Official

PROJECT: North Creek Trail Design Services

AGREEMENT NO.: CCF08-13

LOCAL AGENCY: Snohomish County

I hereby certify that I am the **Executive Director** of Snohomish County, Washington, and that the consulting firm 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 or 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 available to the Washington State Department of Transportation 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.



COUNTY Executive Director

PETER B. CAMP
Executive Director

2/25/12

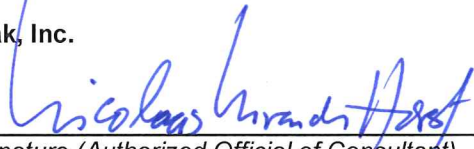
Date

EXHIBIT M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

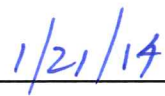
PROJECT: North Creek Trail Design Services
AGREEMENT NO.: CCF08-13
LOCAL AGENCY: Snohomish County

1. The prospective primary participant, **Otak, Inc.**, certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph (1)(B) of this certification; and
 - D. Have not, within a three (3) year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. 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.



Signature (Authorized Official of Consultant)



Date

EXHIBIT M-3
Certification Regarding the Restrictions
of the Use of Federal Funds for Lobbying

PROJECT: North Creek Trail Design Services

AGREEMENT NO.: CCF08-13

LOCAL AGENCY: Snohomish County

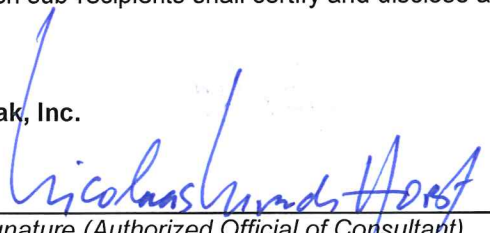
The prospective participant, **Otak, Inc.**, certifies, by signing and submitting this bid or proposal, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall 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 shall 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.

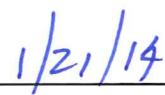
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 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 subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Otak, Inc.



Signature (Authorized Official of Consultant)



Date

EXHIBIT M-4
Certificate of Current Cost or Pricing Data

PROJECT: North Creek Trail Design Services

AGREEMENT NO.: CCF08-13

LOCAL AGENCY: Snohomish County

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR Sub-section 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-MRSC-06-13 are accurate, complete, and current as of 1/14/14, when it was agreed and accepted between both parties (Snohomish County and **Otak, Inc.**) and submitted for contract document processing. This certification includes the cost pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Otak, Inc.

Nicolas Lundstorf
 Authorized Representative

Principal
 Title

1/21/14
 Date

**EXHIBIT N-2
Consultant Invoice (example)**

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

Invoice Date: January 3, 2012
Invoice Number: 1001
Project Name: Puget Park Drive Extension
Period: 12/1 – 12/31/11

Employee Name / Job Classification	Hours Worked		Rate		Cost
Jim Jones, Associate	1	x	140.70	=	\$140.70
Terry Smy, Project Mgr	10	x	\$111.94	=	\$1,119.40
Dan Dell, Design Eng	15	x	\$73.16	=	\$1,097.40
Cat Sams, CADD Op	7	x	\$59.72	=	\$418.04
Jake Jai, Clerical	3	x	\$44.79	=	<u>\$134.37</u>
SUBTOTAL					\$2,909.91
REIMBURSABLES:					
Mileage	75	x	\$0.51	=	\$38.25
Courier	1		\$11.13	=	<u>\$11.13</u>
Total Reimbursables:					\$49.38
SUBCONSULTANTS:					
ABC Company	1	x	\$10,000.00	=	\$10,000.00
LMN Company	1	x	\$500.00	=	<u>\$500.00</u>
Total Sub-consultants:					<u>\$10,500.00</u>
TOTAL DUE THIS INVOICE:					<u>\$13,459.29</u>

EXHIBIT N-3 **Consultant Progress Report (example)**

PROJECT PROGRESS REPORT No. 1

Project Name: Puget Park Drive Extension
 Client: Snohomish County Public Works – Civil
 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 12/5/11. 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, 2012	
Traffic Analysis Report	December 5, 2011	December 7, 2011
Revised Design Report	December 12, 2011	December 19, 2011
Etc.		

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:	\$13,459.29
Previous Billings To-Date:	\$ <u>0</u>
Remaining Authorization:	<u>\$ 4,904.95</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.