CONSULTANT: Hill International, Inc.

CONTACT PERSON: Becky Blankenship, First Vice President,

Pacific Northwest Operations Manager

ADDRESS: 719 2<sup>nd</sup> Avenue, Suite 1075

Seattle, Wa 98104

FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 20-0953973 / 602654273

TELEPHONE/FAX NUMBER: (509) 385-9127

COUNTY DEPT: Conservation and Natural Resources

DEPT. CONTACT PERSON: Rachel Dotson, PLA, Park Planning Supervisor

TELEPHONE/FAX NUMBER: (425) 388-6610

PROJECT: Snohomish County Food and Farming Center:

Project Management for Progressive Design-

**Build and Construction Services** 

AMOUNT: Not to Exceed \$1,041,924.00

FUND SOURCE: 309-51094621226599 (REET 2)

309-51094621246599 (Grants) 309-51094621256599 (Other)

CONTRACT DURATION: Execution through December 31, 2026

#### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and HILL INTERNATIONAL, INC., a Washington corporation (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. <u>Purpose of Agreement; Scope of Services</u>. The purpose of this Agreement is for Progressive Design-Build Services. The scope of services is defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-037-21SB.

The project will develop a Food and Farming Center at the County's McCollum Park property which will include a building(s) with spaces for aggregation, a processing and distribution center, a commercial kitchen, classrooms and offices, and a Farmers Market. The Snohomish County Food and Farming Center will be a resource for fruit and vegetable farmers in Snohomish, Whatcom, Skagit, and King counties. Farmers will have access to equipment and infrastructure for the processing, aggregation, distribution, value-added production, and direct and wholesale sales of locally produced agricultural products.

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

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

2. <u>Term of Agreement; Time of Performance</u>. This Agreement shall be effective upon Execution (the "Effective Date") and shall terminate on December 31, 2026. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2026, PROVIDED, HOWEVER, that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law, PROVIDED FURTHER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms upon agreement of the Parties.

### 3. <u>Compensation.</u>

- a. <u>Services</u>. The County will pay the Consultant for services as and when set forth in Schedules B-1 and B-2, which are attached hereto and by this reference made a part of this Agreement.
- b. <u>Overhead and Expenses</u>. The Consultant's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.
- c. <u>Invoices</u>. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Consultant during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.
- d. <u>Payment.</u> The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

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

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

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

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

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

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

Are you willing to	accept PCARD	payments	without any	fees or	surcharges?
Yes	No X				_

- f. <u>Contract Maximum</u>. Total charges under this Agreement, all fees and expenses included, shall not exceed \$1,041,924.00 for the initial term of this Agreement (excluding extensions or renewals, if any).
- 4. <u>Independent Consultant</u>. The Consultant agrees that Consultant will perform the services under this Agreement as an independent Consultant and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant's obligations under this Agreement (the "Consultant personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the

Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

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

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

- 5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subConsultants or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.
- 6. <u>Changes</u>. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
- 7. <u>County Contact Person</u>. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Rachel Dotson, PLA
Title: Park Planning Supervisor

Department: Conservation and Natural Resources

Telephone: (425) 388-6610

Email: rachel.dotson@snoco.org

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

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

- 9. <u>Subcontracting and Assignment</u>. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.
- 10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

#### 11. Indemnification.

a. <u>Professional Liability</u>. The Consultant agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Consultant's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Consultant, its principals, employees,

subconsultants, or subcontractors. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees, subconsultants, or subcontractors. For the purpose of this section, the County and the Consultant agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

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

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subconsultants, or subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

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

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

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

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

12. <u>Insurance Requirements</u>. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for

injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

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

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

- b. <u>No Limitation on Liability</u>. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.
- c. <u>Minimum Scope and Limits of Insurance</u>. The Consultant shall maintain coverage at least as broad as, and with limits no less than:
  - (i) <u>General Liability</u>: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
  - (ii) <u>Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
  - (iii) <u>Workers' Compensation:</u> To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
    - (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000
    - (v) Professional Liability: \$5,000,000.
- d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:
  - (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

- (ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

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

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

- e. <u>Subonsultants and Subcontractors</u>. The Consultant shall include all subconsultants and subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subconsultant or subcontractor. <u>Insurance coverages provided by subconsultants and subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.</u>
- 13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

- 14. <u>Federal Non-discrimination</u>. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- 15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.
- 16. <u>Compliance with Other Laws</u>. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.
- 17. <u>Compliance with Grant Terms and Conditions</u>. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant's work hereunder.
- 18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it 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, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- 20. <u>Suspension of Work</u>. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the

County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

#### 21. Non-Waiver of Breach; Termination.

- a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.
- c. The County may terminate this Agreement upon ten (10) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the work of the Agreement.
- 22. <u>Notices</u>. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Dept of Conservation and Natural Resources

Parks and Recreation Division

6705 Puget Park Drive; Snohomish, Washington 98296 Attention: Rachel Dotson, PLA, Park Planning Supervisor

If to the Consultant: Hill International, Inc.

719 2<sup>nd</sup> Ave, Suite 1075; Seattle, WA 98104

Attention: Becky Blankenship, First Vice President, Pacific

Northwest Operations Manager

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

- 23. <u>Confidentiality</u>. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.
- 24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

- 25. <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 26. <u>Complete Agreement</u>. The Consultant was selected through the County's RFQ identified in Section 1. The RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Consultant's response, the RFQ shall govern.

- 27. <u>Conflicts between Attachments and Text</u>. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.
- 28. <u>No Third Party Beneficiaries</u>. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.
- 29. <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
- 30. <u>Severability</u>. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 31. <u>Authority.</u> Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Consultant, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Consultant, as the case may be.
- 32. <u>Survival</u>. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
- 33. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:		HILL INTERNATIONAL, INC.:	
Lacey Harper Digitall	y signed by Lacey Harper 022.12.16 09:01:59 -08'00'	Digitally signed by Becky Blankenship DN: C=12.  Becky Blankenship Distribution Di	
County Executive	Date		Date
Approved as to insurance and indemnification provision	ons:	Approved as to form only:	
Barker, Sheila Digitall Date: 2	y signed by Barker, Sheila 022.12.07 07:38:31 -08'00'	n/a	
Risk Management	Date	Legal Counsel to the Consultant	Date
Approved as to form only:			
		COUNCIL USE ONLY	

Approved \_ ECAF #

MOT/ORD Motion 22-535

AGREEMENT FOR PROFESSIONAL SERVICES WITH HILL INTERNATIONAL, INC. (July 2013 edition)

Prosecuting Attorney

## Schedule A **Scope of Services**

for

## Food and Farming Center PM/CM Services and Progressive Design Build Training

Hill International (hereinafter referred to as "Consultant") shall provide Project Management and other professional services for the Snohomish County Food and Farming Center as described in this Scope of Services.

These services include State of Washington Capital Projects Advisory Review Board (CPARB) Project Review Committee (PRC) preparation and presentation assistance, Progressive Design Build (PDB) training, project management support, construction management support, LEED support, coordination, facilitation of County approved processes and procedures, as well as oversight and support during the Programming, Design, Pre-Construction (Phase 1) and Construction (Phase 2) phases in the Progressive Design-Build delivery of the new Food and Farming Center for Snohomish County.

Consultant's subconsultant partners, Armando Nunez and Jim Gylling, will provide technical expertise and advisement unique to food processing and distribution facilities throughout the project on an as-needed basis. Their activities throughout the project are defined within each of the following phases.

#### PHASE 0 - OWNER TRAINING

Phase 0 training services focus on preparing the County to use an alternative public works delivery method, new to the County.

Consultant will lead Snohomish County staff from the County's Department of Conservation and Natural Resources and other County departments and offices, as may be determined, through project development and delivery training. The training will focus on bringing various perspectives from each department together and understanding roles and responsibilities using this integrated project approach. Training will begin with an assessment of the County's current processes, procedures, and gap analysis and preparation of a training plan. Additional training includes but is not limited to, delivery method verification, and detailed training on each process and phase of Progressive Design Build to ensure the County team feels confident and prepared to be a partner with a Design Builder.

#### PHASE I – PRE-CONSTRUCTION SERVICES

Phase I services focus on supporting the County's internal processes and offering contracting support, pre-construction activity support and Progressive Design Build subject-matter expertise while representing the best interests of the County. Subject to federal, state, and local laws and regulations, these activities include but are not limited to assistance in preparing PRC application, PRC presentation support, alternative delivery/PDB training, project management support, PDB team selection input,

procurement and contracting input, design oversight, constructability reviews, quality assurance, change management, and project closeout, as follows:

<u>Project Management:</u> Consultant shall be responsible for the organization, management and coordination of consultant services described in this Scope of Services including managing the activities of its sub-consultants. Consultant shall oversee its consultant and sub-contractor team in confirming that the needs of the County and the project are met.

Project management activities throughout this phase include:

- Project Management Plan
- Stakeholder Engagement/Communications Plan
- Meetings/Progress Reporting
- Owner's Representative Services
- Document/Project Controls Estimating, scheduling, cost controls, scope management
- Change Management
- Quality Assurance Management

<u>Progressive Design Build PRC Approval, Procurement and Design Builder Selection:</u>
Working closely with the County, the Consutlant will assist the County with the following activities:

- Research and recommend to the County the best project delivery method to accomplish the County's project goals
- Develop and confirm with the County initial project budget and project schedule
  - Project Budget Include projected costs for consultants, contractors, and subcontractors, permitting, construction costs, testing and inspection fees, furnishings, equipment, commissioning, cost escalation, and other related project costs and contingencies. Update periodically as additional information and/or conditions change.
  - Schedule Prepare an initial master project schedule, periodically update as information and/or conditions change.
- If project budget and schedule confirmed by the County, submit Food and Farming Center project's application for approval of Progressive Design Build to PRC for review and approval. Work includes application, responses to PRC questions, and assistance with development and presentation of project to PRC.
- Upon PRC approval and subject to federal, state and local laws and regulations, assist in developing Request for Qualifications (RFQ) and Requests for Proposal (RFP) for Progressive Design-Build (PDB), and the respective attachments, for procurement as follows:
  - Working with the County, assist in developing RFQ and RFP scope of work documents that address requirements for function, cost, quality, time, and logistics
  - Guide stakeholders with regards to project definition, design, cost, and schedule

- Support the County in development of scope and evaluation criteria that addresses project objectives, expectations and design, construction, and other project challenges
- O Provide recommendation for the honorarium to be paid to all prequalified but non-successful proposers. Recommended honorarium amount will be commensurate with industry expectation reflecting the value received by the County and the cost incurred by PDB teams to prepare proposals and meet with the County, virtually or in-person.
- Subject to federal, state and local laws and regulations, and County Code, policies and procedures, and industry practice, advise and train County stakeholders on PDB procurement, contracts, internal processes, and performance of agreements to include, but not limited to:
  - Support the County in negotiation and execution of the Phase 1
     Agreement modeled after the DBIA standard agreement for such services
  - If necessary, suggest courses of action recommendations to address contract compliance shortfalls
  - Establishment and implementation of appropriate financial and administrative controls in alignment with the County's current finance policies and State of Washington expectations.
  - Following Phase 1 (aka Pre-Construction), support the County in negotiating the Guaranteed Maximum Price (GMP) amendment provide recommendations to County regarding continuing with Phase 2 (aka Construction) portion of work
- Work with the County on early coordination with any governmental authorities
  having jurisdiction over the project, to include securing required permits,
  approvals, and other authorizations necessary for the development, construction,
  and operation of the new Food and Farming Center.

<u>Design Oversight:</u> Upon selection and contracting with a Design-Builder, provide oversight and subject-matter expertise during the Phase 1 (programming and design) of the project, leading to the successful development of construction documents. This work shall include:

- Work with the County to validate the final programming of the Food and Farm Center
- Work with the County and the Design-Builder to update previously established project budgets and master project schedule; generate cash flow forecast for the project and update periodically as assumptions change and conditions warrant.
- Oversee technical design reviews during design development by Design-Builder; provide comments regarding alignment with established goals and objectives, project budget and within established schedule milestones. Includes technical design reviews by geotechnical, environmental, and civil specialty consultants.
- Conduct constructability reviews of PDB design periodically throughout design phase to confirm alignment with established goals and objectives, project budget and schedule milestones. Includes constructability reviews by geotechnical, environmental, and civil specialty consultants.

- Review Design-Builder's monthly invoices and Applications for Payment and provide recommendations to the County for payment.
- Subject to federal, state and local laws and regulations, assist the County with identification, procurement, delivery and installation requirements of Fixtures, Furniture & Equipment (FFE) if, and as required during design development.
- Participate in LEED Charrette and follow up meetings, support County in meeting LEED Gold goals for the facility.

Subconsultant Support: Subconsultant activities during this phase include:

- RFQ/RFP Scope and Evaluation Development Support Confirmation of performance criteria, evaluation factors
- Participation in Teaming Charrette, development of Project Charter, Communication Plan, Expectations Survey
- Participation in LEED Charrette and follow up LEED meetings
- Review of design development at approximately 30%, 60% and 90% design completion
- On call advisory services to validate viability of design solutions proposed by PDB team

Additional Services: Provide recommendations regarding procurement of additional professional services and specialty consulting services that may be needed for project completion. These additional services may include but are not limited to commissioning, special inspections and building air tightness, as may be required under the Washington State Energy Code title 51 WAC, and third-party construction cost auditor. Federal, state and local laws as well as County Code and procurement policies and procedures will be followed.

<u>Exclusions/Clarifications:</u> Contract preparation is not included in the Consultant's scope; however, the Consultant can assist the County's legal representatives in reviewing contractual language to align with RFQ/RFP content, RCW, and industry best practices.

#### PHASE II – CONSTRUCTION PHASE SERVICES

Phase II services focus on providing project management, construction management and subject-matter expertise to the County during the construction phase and project delivery of its new Food and Farming Center project. These services include those activities necessary to manage and perform project and construction management services as highlighted below:

<u>Project Management:</u> Consultant shall be responsible for the management and coordination of their staff and subconsultants during this phase as described in this Scope of Services to include managing the activities of its sub-consultants. Hill will review and oversee this work to confirm that it meets the needs of the County and project. Hill's project management activities throughout this phase include:

- Project Management Plan Update
- Project Communications/Stakeholder Engagement Updates periodic communications (written and/or oral) and updates to County and stakeholders on project status, other on-going operations and/or issues of interest
- Progress Meetings facilitate program-level meetings as required with County and Design-Builder to discuss procedures, progress, problems, scheduling, phasing, and coordination with ongoing operations and other issues relevant to the successful completion of the project
- Reporting Prepare and distribute monthly reports to the County and Design-Builder on the project budget, project schedule status, and on general project information
- Project Controls Continue estimating, scheduling, cost controls and scope management as needed

<u>Construction Management Oversight:</u> Consultant will provide appropriate on-site and/or off-site staff as needed and requested by the County to plan, coordinate, and manage all construction management functions, to include monthly reporting, document controls, testing and inspections. Hill will observe and report on construction activities performed by the Design-Builder. Functions performed under this task include:

- Document Controls Maintain current and orderly records of all project documents including contracts, drawings, specifications, submittals, photographs, samples, schedules, correspondence, meeting minutes, directives, change orders, submittals, Requests for Information (RFI), etc.
- Change Management Review, negotiate and make recommendations to County regarding change orders. Prepare change order documentation for signatures on behalf of County following standard County practices and procedures.
- Consultant/Design-Builder Progress Payment Management Review Consultant and Design-Builder's monthly invoices and Applications for Payment, provide recommendations to the County for payment following standard County practices and procedures
- As-Built Documentation Review on a monthly basis Design-Builder and subcontractor record drawings following standard County practices and procedures.
- Quality Assurance Management Provide quality verification and assurance oversight of Design-Builder activities during construction phase of project.
  - Provide oversight of RFI's and submittals; review inspection reports following standard County practices and procedures
  - Identify and track non-conforming work through QA Management process; work with Design-Builder and consultants as needed for corrective action following standard County practices and procedures.

<u>Inspections & Testing</u>: Consultant will review design requirements and provide recommendations for special inspections and testing as follows:

- Support the County in the selection of independent inspection and testing agencies as subject to federal, state and local laws, County code and County policys and procedures.
- Review inspection and testing reports, and make recommendations to the County regarding the results of inspections and testing activities
- Oversee the development of the creation, tracking and resolution of Design-Builder punch list

<u>Safety:</u> Consultant will review and monitor Design-Builder's safety program, record any safety violations, and make recommendations for improving safety conditions.

<u>External Reviews</u>: Consultant will assist the County in planning and facilitating external agency reviews (zoning, building permits, storm water requirements, etc.), to include tracking and reporting on review status and provide periodic updates to County, stakeholders and Design-Builder as requested.

<u>Subconsultant Support:</u> Subconsultant activities, as managed by the Consultant, during this phase include:

- On call advisory services to validate viability of construction phase solutions proposed by Design-Builder
- Participation in virtual construction progress meetings on an as-needed basis
- Participation in LEED Construction Kickoff meeting
- Monthly site visits during final 30% of construction phase to review systems and equipment installation
- Availability to support County transition to operation of facility

Additional Services: Consultant can provide oversight, coordination and direction as needed and requested by the County of any specialty consultants and/or professional services contracted to support this project effort to include environmental, third-party construction cost auditing, and special inspections as may be required under the Washington State Energy Code title 51 WAC, and others as may be determined. In addition, while Consultant does not provide commissioning agent services, Consultant will provide oversight, coordination and direction as need of commissioning agents or operations, maintenance or business support. This may include assisting the County with development of 3<sup>rd</sup> party and additional services RFP scopes of work and evaluation criteria as requested by the County, as well as coordination among the County, Design Builder and Commissioning Agent.

#### PROJECT CLOSEOUT AND POST-CONSTRUCTION

Closeout and post-construction services will focus on providing project management, oversight and coordination during the project closeout and post-construction operations and maintenance phase of the new Food and Farming Center project for the County. Consultant will oversee those services and assist in requiring that they be completed in a timely manner and in general accordance with the County's agreed procedures and requirements. Additionally, Consultant will manage and coordinate all activities of its

project team, including all staff and sub-consultants in the oversight of the following activities:

- Develop Project Close-Out Process in consultation with the County and the Design-Builder to confirm that all close-out activities are in general compliance with the contract documents including schedule, inspections, testing, start-up procedures, warranty processing, and occupancy
- Coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems
- Collect and catalog all operating and instruction manuals for equipment and building systems to be submitted to the County
- Coordinate and assist in the training of County's personnel on the operation and maintenance of building systems and equipment
- Schedule and coordinate substantial completion and final inspections
- Coordinate close-out activities including the completion of deficiencies, submittal
  of close-out documents, resolution of change orders, and recommendations for
  payment of retainage
- Submit all project documentation including files, records, drawings, submittals, samples, and other information to the County in an organized and usable electronic format
- Coordinate the warranty work by Design-Builder to ensure their obligations are fulfilled in a timely manner

# Schedule B-1 Compensation – Fee Spreadsheet

[To be inserted.]

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ICCOLLUM PARK FOOD & FARM	IING CENTER					P0/P1 -	DB VALIDATIO	ON	P2 - PRC		P3 - TOOLS	/TRAINING		P4	- PROCUREMEN	NT	P5 - TEA	MING		•		P6 - DESIGN	VALIDATION											P7 - C0
Becky Blankenship	PIC	Hours	229			2	2	2	2	4	4	4	4	4	4	4	8	8	10	10	10	10	10	10	10	10	10	4	4	4	4	4	4	
Becky Blankenship	Project Manager	Hours	848			10	20	20	40	32	32	32	32	48	48	48	40	40	48	20	20	20	48	20	20	30	48	4	4	4	4	4	4	
Charles Westover	Constr Manager	Hours	1,740														24	24	48	24	24	24	48	24	24	40	80	80	80	80	80	80	80	
Lorraine Mead	Scheduler	Hours	46					8																		8	2	2	2	2	2	2	2	
Betty Wilson	Safety	Hours	160																								10	10	10	10	10	10	10	
Aron Aston	Estimator	Hours	280					24												24	10	10	24	10	10	24	10	10	10	10	10	10	10	- :
Mamie Kamada	Document Controls	Hours	76			4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Aleanna Kondelis	PDB Trainer/Asst PM	Hours	910			10	20	20	80	80	80	80	60	60	60	60	20	20	48	24	24	24	48	24	24	24	10	10						
Armando Nunez	Tech Specialist	Hours	462						2					4	4	4	20	20	20	8	8	8	20	8	8	8	20	8	8	8	8	8	8	
Jim Gylling	Tech Specialist	Hours	462						2					4	4	4	20	20	20	8	8	8	20	8	8	8	20	8	8	8	8	8	8	
		Subtotals:	5,213			26	44	76	128	118	118	118	98	122	122	122	134	134	196	120	106	106	220	106	106	154	212	138	128	128	128	128	128	12
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BILLING RATE SCHEDULE	F	1	2023															C	harrette				Meeting				Kickoff							

BILLING RATE SCHEDULE	
Becky Blankenship	PIC
Becky Blankenship	*Project Manager
Charles Westover	Constr Manager
Lorraine Mead	Scheduler
Betty Wilson	Safety Manager
Aron Aston	Estimator
Mamie Kamada	Project Controls
Aleanna Kondelis	PDB Trainer/Asst. PM
Armando Nunez	Tech Specialist
Jim Gylling	Tech Specialist

2023
287.93
228.97
198.01
171.87
184.21
154.30
127.54
195.03
150.00
150.00

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			İ	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
CCOLLUM PARK FOOD & FARI	MING CENTER					P0/P1	- DB VALIDATION	ON	P2 - PRC		P3 - TOOLS	/TRAINING		P4	- PROCUREMEN	Т	P5 - TE/	MING				P6 - DESIGN V	/ALIDATION											P7 - CO
Becky Blankenship	PIC	\$	65,936			576	576	576	576	1,152	1,152	1,152	1,152	1,152	1,152	1,152	2,303	2,303	2,879	2,879	2,879	2,879	2,879	2,879	2,879	2,879	2,879	1,152	1,152	1,152	1,152	1,152	1,152	1,15
Becky Blankenship	Project Manager	\$	194,167			2,290	4,579	4,579	9,159	7,327	7,327	7,327	7,327	10,991	10,991	10,991	9,159	9,159	10,991	4,579	4,579	4,579	10,991	4,579	4,579	6,869	10,991	916	916	916	916	916	916	91
Charles Westover	Constr Manager	\$	344,537														4,752	4,752	9,504	4,752	4,752	4,752	9,504	4,752	4,752	7,920	15,841	15,841	15,841	15,841	15,841	15,841	15,841	15,84
Lorraine Mead	Scheduler	\$	7,906					1,375																		1,375	344	344	344	344	344	344	344	34
Betty Wilson	Safety Manager	\$	29,474																								1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,84
Aron Aston	Estimator	\$	43,204					3,703												3,703	1,543	1,543	3,703	1,543	1,543	3,703	1,543	1,543	1,543	1,543	1,543	1,543	1,543	1,54
Mamie Kamada	Project Controls	\$	9,693			510	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	255	25
Aleanna Kondelis	PDB Trainer/Asst PM	\$	177,477			1,950	3,901	3,901	15,602	15,602	15,602	15,602	11,702	11,702	11,702	11,702	3,901	3,901	9,361	4,681	4,681	4,681	9,361	4,681	4,681	4,681	1,950	1,950						
Armando Nunez	Tech Specialist	\$	69,300						300					600	600	600	3,000	3,000	3,000	1,200	1,200	1,200	3,000	1,200	1,200	1,200	3,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Jim Gylling	Tech Specialist	\$	69,300						300					600	600	600	3,000	3,000	3,000	1,200	1,200	1,200	3,000	1,200	1,200	1,200	3,000	1,200	1,200	1,200	1,200	1,200	1,200	1,200
		Subtotals:	1,010,994			5,326	9,311	14,389	26,192	24,336	24,336	24,336	20,436	25,299	25,299	25,299	26,370	26,370	38,991	23,250	21,090	21,090	42,694	21,090	21,090	30,083	41,645	26,243	24,292	24,292	24,292	24,292	24,292	24,292
		Total Labor:	\$1,010,994																															

				2022								20	23											20	124							
		A	ug Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
LL INTERNATIONAL	ESTIMATED REIMBURSABLE E	EXPENSES		P0/F	1 - DB VALIDA	TION	P2 - PRC		P3 - TOOLS/	TRAINING		P4	- PROCUREMEN	Т	P5 - TEAN	IING			•	P6 - DESIGN V	/ALIDATION											P7 - C
Air Fare	\$																															
Car Rental	\$	9,180		60	120	120	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	2
Gas	\$	1,650		10	20	20	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	
Lodging	\$																															
Meals	\$	6,020		20	40	40	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	1
Mileage	\$																															
Parking	\$																															
Postage / Other	\$																															
-	Subtotals:	\$16,850		90	180	180	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	440	4

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		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
MANDO NUNEZ	ESTIMATED REIMBURSABLE EXPE	NSES		P0	/P1 - DB VALID	ATION	P2 - PRC		P3 - TOOLS/TRAINING		P	4 - PROCUREN	MENT	P5 - TEAM	ING			•	P6 - DESIGN	N VALIDATION	l i										P7 - CC
Air Fare	\$																														T
Car Rental	\$ 3	840												240	240	240				240	)			240							
Gas	\$	640												40	40	40				40	)			40							
Lodging	\$																														
Meals	\$ 2	.560												160	160	160				160	)			160							
Mileage	\$																														
Parking	\$																														
Postage / Other	\$																														
	\$																														
•	Subtotals: \$7	.040																													1

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			Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
JIM GYLLING	ESTIMATED REIMBURSAB	SLE EXPENSES			P0/I	P1 - DB VALIDA	TION	P2 - PRC		P3 - TOOL	5/TRAINING		P4	- PROCUREME	NT	P5 - TE	AMING				P6 - DESIGN	VALIDATION											P7 - CON
Air Fare	\$																																
Car Rental	\$	3,840														240	240	240	ו			240				240							
Gas	\$	640														40	40	40	ו			40				40							
Lodging	\$																																
Meals	\$	2,560														160	160	160	)			160				160							
	\$																																
Parking	\$																																
Postage / Other	\$																																
	\$																																
	Subtotals:	\$7,040														440	440	440	)	1		440				440					•		

·	Total Estimated Reimbursables:	\$30,930
	TOTAL FEE:	\$1,041,924

12/6/2022

			20	25											20	26					
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRUCTION									1	P8 - OPERATIO	NS TRANSITION	ı		P9 - RE	PORTING/FOLL	OW UP					
4	4	4	4	4	4	4	4	4	4	4	4	4	4	1	1	1					
4	4	4	4	4	4	4	4	2	2	2	2	2	2	20	20	20					
80	80	80	80	80	80	80	80	16	16	16	16	16	16	20	20	20					
2	2	2	2	2	2	2															
10	10	10	10	10	10	10	10														
10	10	10	10	10	10	2	2														
2	2	2	2	2	2	2	2														
8	8	8	20	20	20	20	20	20	20	20	20	20	20								
8	8	8	20	20	20	20	20	20	20	20	20	20	20								
128	128	128	152	152	152	144	142	62	62	62	62	62	62	41	41	41					

-			202	25											20	26					
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRUCTION									P	8 - OPERATION	NS TRANSITION			P9 - REF	ORTING/FOLL	OW UP					
1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	1,152	288	288	288					
916	916	916	916	916	916	916	916	458	458	458	458	458	458	4,579	4,579	4,579					1
15,841	15,841	15,841	15,841	15,841	15,841	15,841	15,841	3,168	3,168	3,168	3,168	3,168	3,168	3,960	3,960	3,960					1
344	344	344	344	344	344	344															1
1,842	1,842	1,842	1,842	1,842	1,842	1,842	1,842														1
1,543	1,543	1,543	1,543	1,543	1,543	309	309														1
255	255	255	255	255	255	255	255														1
																					1
1,200	1,200	1,200	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000								
1,200	1,200	1,200	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000								
24,292	24,292	24,292	27,892	27,892	27,892	26,658	26,314	10,778	10,778	10,778	10,778	10,778	10,778	8,828	8,828	8,828					

			202	25						2026												
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
TRUCTION								1	P8 - OPERATIO	NS TRANSITION			P9 - RE	PORTING/FOLI	OW UP							
240	240	240	240	240	240	240	240	120	120	120	120	120	120									
40	40	40	40	40	40	40	40	40	40	40	40	40	40									
160	160	160	160	160	160	160	160	80	80	80	80	80	80									
440	440	440	440	440	440	440	440	240	240	240	240	240	240									

2025											2026													
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
TRUCTION									P8 - OPERATIO	NS TRANSITION	ı		P9 - RE	PORTING/FOL	OW UP									
			240	240	240	240	240	240	240	240	240	240	240											
			40	40	40	40	40	40	40	40	40	40	40											
			160	160	160	160	160	160	160	160	160	160	160											
					440	440	440	440	440	440	440	440	440											

			2026																		
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
TRUCTION	TRUCTION								1	P8 - OPERATIO	NS TRANSITION	ı		P9 - RE	PORTING/FOL	LOW UP					
			240	240	240	240	240	240	240	240	240	240	240								
			40	40	40	40	40	40	40	40	40	40	40								
			160	160	160	160	160	160	160	160	160	160	160								
			440	440	440	440	440	440	440	440	440	440	440								

12/6/2022