

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Dave Somers
DEPUTY EXECUTIVE Eric Parks
EXEC. DIRECTOR Lacey Harper
DEPT. DIRECTOR Tom Teigen TT
DEPARTMENT Parks and Recreation
DIV. MGR. Bridgid Smith BBS
DIVISION Park Capital and Operations
ORIGINATOR Logan Daniels LRD
DATE March 17, 2021 **EXT.** 6619

TO: COUNCIL CHAIRPERSON:
SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

Approve _____ No Recommendation
 _____ Further Processing
 _____ Requested By _____

Lacey Harper

Digitally signed by Lacey Harper
 Date: 2021.03.19 08:29:06 -07'00'

Executive Office Signature _____
 CEO Staff Review MG 3/18/2021
 Received at Council Office EL 8:51 am 3 / 19 /2021

DOCUMENT TYPE:

<input type="checkbox"/> BUDGET ACTION: <input type="checkbox"/> Emergency Appropriation <input type="checkbox"/> Supplemental Appropriation <input type="checkbox"/> Budget Transfer <input checked="" type="checkbox"/> CONTRACT: <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment	<input type="checkbox"/> GRANT APPLICATION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> Amendment to Ord. # _____ <input type="checkbox"/> PLAN <input type="checkbox"/> OTHER
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DOCUMENT / AGENDA TITLE:

Agreement for Professional Services with Hanson Professional Services, Inc./Meadowdale Beach Park and Estuary Restoration Project, Railroad Construction Management Support

APPROVAL AUTHORITY:

EXECUTIVE _____ **COUNCIL** X
CITE BASIS SCC 3.04.190

HANDLING: NORMAL _____ EXPEDITE _____ URGENT X DEADLINE DATE 04/09/21

PURPOSE:

To execute the Professional Services Agreement with Hanson Professional Services, Inc. to provide railroad related construction management services for the Meadowdale Beach Park and Estuary Restoration Project.

BACKGROUND:

Meadowdale Beach County Park was purchased in 1971 with acquisition partially funded by the Washington State Interagency Committee (IAC) (n.k.a. Washington State Recreation and Conservation Office) for the purpose of saltwater beach access. The Park is approximately 108-acres and includes the west half of Lund's Gulch, a 300-foot deep, steep-sided ravine as well as Lunds Gulch Creek, a year-round salmon-bearing stream including juvenile Chinook, Coho, Chum salmon and Cutthroat trout.

A major park development project was completed in 1988 which included development of a 1-1/4 mile earthen trail paralleling the creek, construction of a pedestrian bridge, a ranger residence, a picnic shelter, restroom enclosure and ADA-parking area accessible by a gated access drive into the park from 75th Place West along the southern boundary of the Park. The project also included securing an agreement with Burlington Northern Santa Fe Railroad (BNSF) for shared use of the 6-foot wide, 5.5-foot high, 60-foot long culvert conveying Lund's Gulch Creek beneath the BNSF tracks for the

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purpose of providing public beach access. Over time, increased runoff and rainfall events within the gulch have resulted in sediment delivery, flooding, public safety, and fish impediment issues at the entrance to and within the culvert.

A Feasibility Study commenced in October 2014 with a consultant selected through the County's Request for Qualifications (RFQ) process and concluded with selection of a Preferred Alternative developed through a public process to address the multiple issues at the park. The Preferred Alternative included replacing the undersized culvert and approximately 128 linear feet of hard armored BNSF railroad embankment with a multi-span railroad bridge, creation of more than one acre of tidal marsh pocket estuary, restoring nearshore and stream riparian buffers, providing a separated ADA accessible path to the beach, installing a pedestrian bridge for viewing salmon, benches, picnic tables, paved trail improvements in the lower park and interpretive signage.

Design and development of construction documents, permitting and bid assistance began in August 2016 utilizing several consultants selected through the County RFQ process and the Public Works On-Call list. Plans were approved through Snohomish County Planning and Development Services and BNSF, as applicable, and all required permits have been issued. The portion of the project to be constructed by a County-procured contractor was advertised for public bid (Bid 002-21SB, Meadowdale Beach Park and Estuary Restoration Construction) on February 1, 2021 with bids opened on March 16, 2021. Purchasing will route the recommended award package to Council and the Executive under separate ECAF and Motion. The project also requires an Underpass Agreement to be executed between Snohomish County and BNSF for the purpose of allowing the County contractor to work within BNSF right-of-way, outlining BNSF's responsibilities for the project and long term ownership and maintenance of the improvements, as well as providing a perpetual easement from BNSF to the County for public beach access and maintenance of the estuary and underpass trail as needed. BNSF is processing the final edits to incorporate grant language into the Agreement, as required by Grant Agencies. The Underpass Agreement will be routed to Council and the Executive under separate ECAF and Motion.

For the purposes of this ECAF and Motion, Hanson Professional Services, Inc. was selected through the County's Request for Qualifications (RFQ) process (RFQ 001-21SB) for the purpose of providing railroad related construction management services including construction observation of the railroad bridge installation activities performed by both BNSF and the County-procured construction contractor; coordination with the County Construction Manager (CM), BNSF as authorized by the County CM, and other specialty construction management consultants procured under separate RFQ's, including Geotechnical and Park/habitat; construction management administrative activities including review of contractor submittals, responding to Requests for Information (RFI's), review of pricing for change orders; providing railroad structural and civil engineering support as needed; and assistance with the Federal Rail Administration grant reporting requirements.

The engineer's estimate for construction by the County-procured contractor, BNSF and consultant services for this project is \$15,000,000. The fee for this scope of work is \$779,445. Capital Improvement Program (CIP) funding for Meadowdale Beach County Park has been included in the Park 6-yr CIPs since 2016. Funding for the Meadowdale Beach Park and Estuary Restoration Project includes awards from seven (7) grants totaling \$6,954,000 with the remaining \$8,046,000 from REET 2 funding and tax-exempt bond funds as approved in Motion 20-401.

The urgency for getting this contract executed is so Hanson may attend the pre-construction conference and commence review of contractor submittals immediately upon award of Bid 002-21SB, Meadowdale Beach Park and Estuary Restoration Construction which opened on March 16, 2021. Procurement of materials by the successful awarded construction contractor is time-sensitive in order to meet conditions and of the Underpass Agreement regarding prohibiting on-track construction in the fourth quarter of any year due to increased freight operations.

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2 ND YR	
309-51094621326599 (currently within budget)	\$416,798		
309-51094621346599 (FRA Grant)	\$362,647		
TOTAL	\$779,445		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	
TOTAL			\$

DEPARTMENT FISCAL IMPACT NOTES:

Snohomish County identified improvements to Meadowdale Beach County Park as a capital project for completion within the Capital Improvement Program since 2016.

BUDGET REVIEW: Analyst DM Administrator NK Recommend Approval ✓

CONTRACT INFORMATION:

ORIGINAL X CONTRACT # _____ AMOUNT \$ 779,445
 AMENDMENT _____ CONTRACT # _____ AMOUNT _____

CONTRACT PERIOD:

ORIGINAL Start NTP End 2 yrs from NTP
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

Agreement for Professional Services with Hanson Professional Services, Inc./Meadowdale Beach Park and Estuary Restoration Project

CONTRACTOR NAME & ADDRESS (City/State only):

Hanson Professional Services, Inc. Bellevue, WA

APPROVED:

RISK MANAGEMENT Yes X No _____

COMMENTS Sheila Barker /s/ 3/18/2021

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

- G:\ECAF\Council\20071242 ECAF
- G:\ECAF\Council\20071242 Motion
- G:\ECAF\Council\20071242 Agreement
- G:\ECAF\Council\20071242 copy-Motion 20-401

NON-ELECTRONIC ATTACHMENTS:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 21-109

AUTHORIZING APPROVAL OF THE AGREEMENT FOR PROFESSIONAL SERVICES
WITH HANSON PROFESSIONAL SERVICES, INC. FOR
MEADOWDALE BEACH PARK AND ESTUARY RESTORATION PROJECT

WHEREAS, Meadowdale Beach County Park, with more than 70,000 annual visitors was purchased in 1971 with acquisition partially funded by the Washington State Interagency Committee (IAC) (now known as Washington Recreation and Conservation Office) (RCO) for the purpose of saltwater beach access; and

WHEREAS, a major park development project was completed in 1988 which included securing an agreement with Burlington Northern Santa Fe Railroad (BNSF) for shared use of the 6-foot wide, 5.5-foot high, 60-foot long culvert conveying Lund's Gulch Creek, a salmon-bearing stream through the BNSF embankment for the purpose of providing public beach access; and

WHEREAS, over time, increased runoff and rainfall events within the gulch have resulted in sediment delivery, flooding, public safety, and fish impediment issues at the entrance to and within the culvert; and

WHEREAS, a Feasibility Study commenced in October 2014 and concluded with selection of a Preferred Alternative developed through a public process to address the multiple issues related to the narrow culvert; and

WHEREAS, the Preferred Alternative included replacing the undersized culvert and approximately 128 linear feet of hard armored BNSF railroad embankment with a multi-span railroad bridge, creation of more than one acre of tidal marsh pocket estuary, restoring nearshore and stream riparian buffers, providing a separated ADA accessible path to the beach, installing a pedestrian bridge for viewing salmon, benches, picnic tables, paved trail improvements in the lower park and interpretive signage; and

WHEREAS, design and development of construction documents, permitting and bid assistance began in August 2016 and is now complete with approved plans and issued permits; and

WHEREAS, the project includes construction by both a contractor procured through the public bid process (002-21SB) advertised on February 1, 2021 with bids opened on March 16, 2021; and construction by BNSF; and

WHEREAS, the project requires an Underpass Agreement to be executed between Snohomish County and BNSF for the purpose of allowing the County-procured Contractor access across BNSF right-of-way, identifying construction, long-term maintenance and ownership responsibilities, as well as granting an easement to the County for public beach access and the estuary; and

WHEREAS, once the Underpass Agreement is executed by the County and BNSF and Bid 002-21SB is awarded, specialized construction management support from railroad, geotechnical and park/habitat consultants is needed to support the Department of Conservation and Natural Resources with implementing and completing construction of this project; and

WHEREAS, Hanson Professional Services, Inc. was selected through the County's Request for Qualifications (RFQ) process (RFQ 001-21SB) for the purpose of providing railroad related construction management services for a fee of \$779,445 (Seven Hundred Seventy-Nine Thousand, Four Hundred Forty-Five Dollars); and

WHEREAS, Capital Improvement Program (CIP) funding for Meadowdale Beach County Park has been included in the Park 6-yr CIPs since 2016 and the engineer's estimate for construction by the County-procured Contractor, BNSF and consultant services for this project is \$15,000,000 (Fifteen Million Dollars); and

WHEREAS, funding for the Meadowdale Beach Park and Estuary Restoration Project includes awards from seven (7) grants totaling \$6,954,000 (Six Million, Nine Hundred Fifty-Four Thousand Dollars), with the remaining \$8,046,000 (Eight Million, Forty-Six Thousand Dollars) from REET 2 funding and tax-exempt bond funds as approved in Motion 20-401;

NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby approves the contract and authorizes the County Executive to sign the Agreement for Professional Services with Hanson Professional Services, Inc.

PASSED this _____ day of _____, 2021.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Asst. Clerk of the Council

CONSULTANT: Hanson Professional Services, Inc.
CONTACT PERSON: Laura Schutte, P.E.
ADDRESS: 11711 SE 8th St. Suite 310
Bellevue, WA 98005
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 37-0844717/601432955
TELEPHONE/FAX NUMBER: 907-350-1360/LSchutte@hanson-inc.com
COUNTY DEPT: DCNR-Parks Division
DEPT. CONTACT PERSON: Logan Daniels, P.E., Parks Engineer
TELEPHONE/FAX NUMBER: (425)388-6619/Logan.Daniels@snoco.org
PROJECT: Meadowdale Beach Park & Estuary Restoration
AMOUNT: \$ 779,445
FUND SOURCE: 309-51094621326599; 309-51094621346599
CONTRACT DURATION: Execution through 2yrs from execution

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Hanson Professional Services, Inc., a Washington state corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is Railroad Bridge Construction Support at Meadowdale Beach Park. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of RFQ No.001-21SB.

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

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

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution by the parties (the "Effective Date") for a two-year term with the option to renew for two (2) additional one (1) one-year terms, PROVIDED, HOWEVER, that the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

AGREEMENT FOR PROFESSIONAL SERVICES
WITH HANSON PROFESSIONAL SERVICES, LLC

3. Compensation.

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

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

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

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

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

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

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

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

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

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

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

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$ 779,445 for the initial term of this Agreement (excluding extensions or renewals, if any).

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

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

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

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

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the

ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not “work made for hire” within the terms of this Agreement.

County shall not reuse or make modifications to the aforementioned documents prepared by Contractor without the prior written authorization of Contractor. County agrees to defend, indemnify, and hold harmless Contractor, its officers, directors, employees, and subconsultants against any damages, liabilities, or costs arising from or in any way connected with the unauthorized reuse or modification of the document by County.

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

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

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

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

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

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any

portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

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

11. Indemnification.

a. Professional Liability.

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

b. All Other Liabilities Except Professional Liability.

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

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

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

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

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

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

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

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

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

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

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

(i) General Liability: \$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) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;
- (v) Professional Liability: with a \$3,000,000 aggregate limit

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 Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

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

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

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

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or

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

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

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

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

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

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

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

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the

Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the federal agency to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the federal agency may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, if any. The Contractor will take action with respect to any subcontract as the County or the federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, the contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

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

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

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

21. Non-Waiver of Breach; Termination.

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

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

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

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (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 contractor to complete the work of the Agreement.

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

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

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

If to the Contractor: Hanson Professional Services
11711 SE 8th St. Suite 310
Bellevue, WA 98005
Attention: Laura Schutte, P.E.
Project Manager

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

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

25. Opinions of Cost. Since the Contractor has no control over the cost of labor, materials or equipment or over the construction contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable cost or construction cost for the Services will be based solely upon Contractor's own experience with construction, but the Contractor cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the County wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

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

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

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

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

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

In an effort to resolve any conflicts that arise during the design and construction phases or following completion including the withholding of any payment to Contractor, the County and Contractor agree that all disputes between them arising out of or relating to this Agreement or the Services shall be submitted to nonbinding mediation.

Schedule A
Scope of Services

Scope of Work

The following scope of work has been developed according to the Request for Qualifications RFQ-001-21SB issued by Snohomish County for the Railroad Bridge Construction Support, Meadowdale Beach Park project based on Hanson's Civil and Structural Plans and project specifications. After Hanson's selection for the project, the scope was further developed in consultation with the County Construction Manager (CM), Logan Daniels. The associated lump sum fee, provided in Schedule B and C, assumes that the railroad bridge construction will be completed in 2021 with limited related underpass trail work being completed in 2022.

Task 1 – Project Administration

Hanson's project management team will oversee County Consultant contract compliance and monitor progress and budget. Effort has also been included for Hanson's compliance with the Governor's mandated COVID guidance for construction and to provide updates to Hanson's field personnel and safety manual as guidance evolves. Hanson field personnel have eRailSafe and BNSF Contractor credentials in place. Any project administration or contract concerns will be brought to the attention of the County CM and addressed. Hanson's project management team will submit a brief progress report of work performed by Hanson along with an invoice at 4-week intervals.

Deliverables:

Progress reports and invoices via email in PDF format at 4-week intervals

Task 2 – Project Coordination

Hanson will coordinate directly with the following parties to organize their project involvement as it relates to construction of the railroad bridge:

- BNSF, in relation to track and railroad bridge work, flagger availability, work windows, field crew, review of County Contractor submittals and RFIs, change orders, and Park/Habitat and Geotechnical Consultants for work within the BNSF right-of-way (ROW);
- the County Contractor;
- Snohomish County Parks;
- Between Snohomish County Parks and BNSF, as warranted;
- the CM consultants overseeing the Park/Habitat as well as Geotechnical work; and
- Utility providers (water and electrical) performing relocation, demolition, or installation work within BNSF ROW.

Hanson will also provide guidance to the County, County Contractor, and Parks/Habitat and Geotechnical CM consultants on obtaining eRailSafe and BNSF Contractor credentials. If BNSF determines that project personnel qualify as Roadway Workers, Hanson will also provide guidance on the requirements that are entailed under CFR 219, 214, and 243.

Assumptions:

- The Park/Habitat and Geotechnical CM consultants will coordinate with the County CM, or others as authorized by the County CM, for their respective scopes of work.
- The Park/Habitat Consultant will take lead on the coordination with water and electrical service providers; Hanson's scope will be limited to supporting the coordination effort for the portions of work within the BNSF ROW.

- If necessary, Hanson will assist the County CM on preparing any BNSF utility permit applications. Any application fees would be paid by the County.
- It is the responsibility of each entity to see that their employees are properly credentialed and, if required, that their organization is meeting the requirements for Roadway Workers.

Deliverables:

The County CM will be copied on email correspondence at the time of initiation. Ongoing inclusion in project coordination email chains will be based on the preferences of the County CM.

Task 3 – Construction Observation

A. Task 3A – Construction Observation

The Hanson team will provide construction observation of railroad bridge construction by BNSF construction crews and associated temporary construction and railroad-related site improvements by the County Contractor as shown on the approved Hanson Civil and Structural Plans. The following tasks are included in the construction observation effort:

- Daily Safety Briefing: Hanson will attend daily safety briefings held by the County Contractor and/or BNSF.
- Construction Diary: Hanson will prepare a construction diary of handwritten notes documenting the daily work completed by BNSF and/or County Contractor. All of our field personnel maintain detailed “Write-in-the-Rain” type field books. Field notebooks will highlight discrepancies, corrective action to be taken and verifications/ re-inspections completed.
- Daily Reports: Hanson will prepare individual daily reports from each engineer or technician monitoring County Contractor and/or BNSF activities including contract items completed, issues resolved and issues to be resolved.
- Digital Photos: Hanson will provide a digital photographic record of the construction, including BNSF and County Contractor activities. We propose to provide digital photos in jpeg format.

Assumptions:

- Time has been included to cover 29 weeks of construction, working 6 days per week, 10 hours per day, with 1 hour of compensated travel time for the construction manager plus 16 hours per week for a CM Inspector to provide additional on-site support.
- Should the schedule proposed by the County Contractor and/or BNSF exceed the construction management time included, Hanson will request that additional construction management be added to this scope at an additional cost based on the number of additional days.
- Hanson will propose a daily report format for review by the County CM.
- The County CM will provide distribution lists for Daily Reports, if desired.

Deliverables:

PDF copies of Daily Reports, measurements and calculations as warranted

B. Task 3B – Monitor Permit and BNSF Exhibit C/C-1 Compliance

Hanson’s project management team will help monitor compliance with the project permit conditions by the contractors performing bridge/railroad related work, as well as understand the environmental sensitivities in the project area. Non-compliance issues will be reported to the County CM and the County Contractor’s on-site superintendent in order that immediate

corrective actions can be taken. Hanson will monitor Stormwater Pollution Prevention Plan (SWPPP) specific to work within railroad right-of-way and potentially contaminated embankment material excavation, stockpiling and hauling activities covered in the SWPPP Amendment No. 1. Permits we are aware of include:

- Land Disturbance Activity Permit,
- Substantial Shoreline and Conditional Use permits,
- U.S. Army Corp Nationwide permits,
- Washington Department of Fish & Wildlife (WDFW) Hydraulic Project Approval permit,
- Flood Hazard,
- Haul Permit,
- Right of Way Use permit,
- Ecology Construction Stormwater permit, and
- BNSF Underpass Agreement (Exhibits C and C-1).

Assumptions:

- We understand that the County Contractor's CESCL will bear responsibility for the project SWPPP inspections and reporting. The County CM and Park/Habitat Consultant CM will monitor reporting and inspections and corrective actions by the County Contractor. Hanson will monitor for new issues and bring them to the attention of the County CM should they arise.
- We understand that the County CM or County Contractor will be responsible for all required permit submittals.
- The following permits are understood **not** to be applicable to this scope of work:
 - Commercial Building Permits for Pedestrian Bridge,
 - Pedestrian Bridge Abutments,
 - Restroom Enclosure, and
 - Landslide Hazard Wall

Deliverables:

- Hanson will create and submit a checklist of requirements contained in the BNSF Underpass Agreement Exhibits C and C-1
- No other separate deliverable: related work will be documented through daily project reports.

Task 4 – Construction Management

A. Task 4A – Pre-Construction Meetings

Hanson has included scope for our PM, CM, and civil and structural engineers of record to attend the following virtual pre-construction meetings of up to two hours each:

- County Consultant Kick-Off Meeting
- BNSF Pre-Construction Meeting
- County Pre-Construction Meeting

Hanson will contribute to an agenda and provide meeting minutes for each of these meetings. Items for discussion will include project roles, chain of communication, project submittal requirements, invoicing, COVID-19 protocols, schedules, and coordination of work.

Assumptions:

We assume that BNSF will run their pre-construction meeting and that the County CM will run the County Consultant Kick-Off and Pre-Construction meetings with support from Hanson.

Deliverables:

PDF and Word copies of meeting agendas, minutes, and presentation materials prepared by Hanson (specific to the railroad bridge construction scope of work)

B. Task 4B – Weekly/Monthly Meetings

Hanson's PM and Construction Manager will attend 1-hour weekly update meetings during construction with the County Contractor, County CM, and Geotechnical and Park/Habitat Construction PMs (as warranted), and BNSF Representative to address schedule, concerns, or other construction related issues. Time has also been included for the civil and structural engineers of record to attend these meetings as needed. The day prior to these weekly meeting, for the first 8 weeks of construction, and then every other week through the end of railroad bridge construction, a 30-minute coordination call with Hanson's PM, CM, and the County CM has been included (18 calls total). Up to 7 additional special issue/conflict resolution meetings have also been included. Hanson will provide an agenda and meeting minutes for each of these meetings. Time has also been included for Hanson's PM to attend the monthly FRA meeting.

Assumptions:

- In the interest of COVID-19 safety, these meeting will be held virtually. If in-person meetings are permitted as restrictions are lifted, Hanson's Project Manager will attend in-person (assumed for half of the weekly meetings).
- In-person meetings will be held at the project site
- FRA meetings will be held virtually and have been assumed to be required for the 7 months of railroad bridge CM (April – October) and 2 additional meetings in '22.

Deliverables:

PDF and Word copies of meeting agendas, minutes, and presentation materials prepared by Hanson (specific to the railroad bridge construction scope of work)

C. Task 4C – Submittal/Shop Drawing Review

Hanson will prepare a list of all required County Contractor project submittals shop drawings, and material certifications, and complete their review for compliance with approved plans and specifications. This will include submittals required by BNSF, which will be first be reviewed by Hanson prior to Hanson coordinating their submittal and review by BNSF. Submittals identified by the County CM for the Geotechnical or Park/Habitat project which require railroad specific input will be also reviewed by Hanson. For each submittal we will respond with:

- No Exceptions Taken;
- Make Corrections Noted;
- Amend and Resubmit; or
- Rejected – See Remarks

Hanson will maintain a submittal log for these items.

Assumptions:

200 hours has been included for this effort which assumes there will be 20 submittals requiring 10 hours each for 1-2 rounds of review.

Deliverables:

PDFs of submittals and submittal list and log will be maintained in the secure document management system and included with the final project close-out submittal.

D. Task 4D – Respond to Requests for Information (RFIs)

Hanson will review and respond to all RFIs submitted by the County Contractor or BNSF on all RFI's relating to work shown on the approved Railroad Bridge Civil and Structural Plans or railroad related Project Specification items. Hanson will maintain an RFI log for these items.

Assumptions:

120 hours has been included for this effort which assumes there will be 15 submittals requiring 8 hours each with 1-2 rounds of follow up. We assume this would be assumed to cover inquiries which either do not result in changes to the plans or result in only minor changes to the plans.

Deliverables:

PDFs of RFIs and RFI log will be maintained in the secure document management system and included with the final project close-out submittal.

E. Task 4E – Records Management

Hanson will maintain updated documents on the County's Teams channel to securely store project records. Documentation will include but not limited to: Daily Reports, Submittal Logs, RFI Logs, photos, meeting minutes, field and lab tests, approved submittals and RFI responses, Work Change Directives, and Change Orders.

F. Task 4F – Project Controls

Hanson will provide the following project control services:

- Prepare calculations of constructed bid quantities in accordance with the project specifications;
- Review and approve pay requests prepared and submitted by the County Contractor;
 - Pay requests will be reviewed in accordance with the requirements outlined in the County Contractor's construction contract with Snohomish County Parks. Pay requests will be reviewed within 5 days of receipt unless unreasonable due to extenuating circumstances.
- Review and approve pay requests for BNSF work submitted to the County in conformance with the executed Underpass Agreement between Snohomish County and BNSF;
- Prepare railroad-related work change directives, evaluate change orders, and cost reduction proposals, and provide explanations for their occurrence;
 - Any changes to the project that affect the scope approved by FRA will be identified to the County CM for submittal to FRA for review
- Document County Contractor's force account work daily (when applicable).

Deliverables:

- Spreadsheet of bid quantities
- PDF copy of completed County Contractor and BNSF pay requests for County review and processing.
- Records related to project controls (as noted above) will be maintained in the secure document management system and included with the final project close-out submittal.

G. Task 4G – Review of Contractor Materials Testing

Hanson will review all materials testing results submitted by the County Contractor for compliance with approved plans and specifications.

Assumptions:

Contractor materials testing is limited to concrete testing for sheet pile wall concrete caps

Deliverables:

PDFs of testing results will be maintained in the secure document management system and included with the final project close-out submittal.

H. Task 4H – Bridge Change-Out Site Visits

Hanson will provide additional Construction Management personnel to be on-site during critical railroad bridge change-out activities.

Assumptions:

Time has been included for time and travel expenses for two trips from the structural engineer-of-record to be on-site during the two anticipated railroad bridge change-out windows, as well as time for Hanson's PM and Civil Engineer-of-Record, if additional personnel are needed.

I. Task 4I – Project Close-Out/Punch-list

Hanson will provide the following Project Close-Out services for the County Contractor railroad bridge scope:

- Prepare a punch list and monitor it until the completion of all of the items;
- Process final payments within 14 days upon receipt of invoice (from the Contractor);
- Provide a final electronic deliverable of all project records contained on the project SharePoint site

Hanson will continue to support aspects of the Parks/Habitat scope occurring within the BNSF ROW (including minor grading and gravel placement, paving, vinyl sheet-pile wall installation, planting, fencing and signage installation) through BNSF buyoff and the FRA Project Performance Period.

Deliverables:

- Final submittal of all project records will be provided via the County's preferred method of file transfer.
- Final submittal of railroad bridge record drawings and associated CAD files will be made to BNSF via their preferred method of file transfer.

J. Task 4J – Survey

Hanson will provide survey from subconsultant, DHA Surveyors, a Washington State Professionally Licensed Surveyor. DHA will provide as-built survey for all track, abutment, and underpass work. Additionally, time has been included for 7 days of on-call construction survey with a two-person crew. At a minimum, this will include re-establishing survey control and providing as-needed construction staking verification and/or construction checks. Surveyors will have the required eRailSafe and BNSF Contractor credentials.

Assumptions:

- We do not anticipate new land or boundary monuments will need to be set for this project.

- We do not anticipate track centerline staking will be required.

Deliverables:

PDFs and CAD files of As-Built Survey

K. Task 4K – Contractor As-Built Drawing Review

Hanson will review County Contractor produced As-Built Drawings (aka Red-Line Drawings) for agreement with Hanson's CM records.

Deliverables:

PDF files of County Contractor As-Built (Red-Line) Drawings

L. Task 4L – Record Drawings

Field changes approved while our CM staff are onsite will be documented in project records and used to verify Contractor As-Built (Red-Line) Drawings. Reviewed drawings will be integrated with the As-Built Survey to prepare project Record Drawings in conformance with the executed Underpass Agreement between Snohomish County and BNSF.

Deliverables:

PDFs and CAD files in MicroStation DGN and AutoCAD DWG format of Record Drawings.

Task 5 – Railroad Civil and Structural Engineering

Should modifications or additions to the design be required during construction, Hanson has included time as shown in the attached fee spreadsheet to provide revised plans and specifications as appropriate.

Assumptions:

- Time included in the attached fee is anticipated to be sufficient to address minor changes to the design that may reasonably be expected; however, if major changes area required that would exceed this allowance, Hanson will request that scope and fee be added based on the actual effort required.

Deliverables:

- Upon request, design CAD files to the County Contractor for model reference purposes
- PDF, Word, and hard copies of any revised project documents;
- Email Communications
- Electronic CAD drawings of any revisions

Task 6 – Federal Rail Administration Grant Support

A. Task 6A – Monthly Progress Reports

Hanson will prepare monthly progress reports to support the County's Federal Rail Administration (FRA) Consolidated Rail Infrastructure Safety Improvement (CRISI) grant. The report will include the following information:

- Summary of work accomplished and/or underway during previous project period;
- Status of project by FRA task, including percent complete;
- Changes and reason for changes in scope, schedule, or budget, which may result in an update of the Detailed Project Work Plan, Budget, and Schedule;

- Description of unanticipated problems and any resolution since the immediately preceding progress report;
- Summary of work scheduled for the next progress period; and
- Updated Project schedule

Assumptions:

We assume reports will be required for 7 months of active railroad bridge CM (April – October 2021) and 2 additional meetings in 2022, and that the County will make the submittal to FRA.

Deliverables:

A separate Word file and PDF of monthly progress report.

B. Task 6B – Quarterly Progress Reports

Hanson will prepare quarterly progress reports to support the Federal Rail Administration Consolidated Rail Infrastructure Safety Improvement (CRISI) grant.

Assumptions:

- The quarterly progress report will utilize the template and instructions provided on <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>
- It is anticipated that there will be 4 Quarterly Progress Reports submitted:
 - Reporting Period April 1 – Jun 30, 2021, Due Jul 30, 2021
 - Reporting Period Jul 1 – Sept 30, 2021, Due Oct 30, 2021
 - Reporting Period Oct 1 – Dec 31, 2021, Due Jan 30, 2022
 - Reporting Period Jul 1 – Sept 30, 2022, Due Oct 30, 2022
- We assume that the County will assemble the Quarterly Federal Financial Report as well as Section C - Financial Status of the Quarterly Progress Report and submit both documents to FRA.

Deliverables:

PDF and Word of quarterly progress reports.

C. Task 6C – Final Performance Report

Hanson will prepare Draft and Final versions of a Final Performance Report to support the Federal Rail Administration Consolidated Rail Infrastructure Safety Improvement (CRISI) grant.

Assumptions:

- The report will utilize the template and instructions provided on <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>
- We assume that the County will make the submittal to the FRA.
- We assume that the County will make the Performance Measures Report for the required three-year period after project completion.
- 3 rounds of review and revision have been included.

Deliverables:

PDF and Word versions of the Draft Final Performance Report within 30 days of completion of the construction scope covered by the FRA grant. Hanson will return the Final Performance Report within 30 days of receipt of final comments from the County.

D. Task 6D – MS Project Schedule Update

Using the project schedule provided with the FRA detailed work plan submittal, Hanson will update and maintain a MS Project schedule for use by the FRA on behalf of the County and incorporate construction activities and updates from both BNSF and County Contractors for FRA Tasks 2.1, 2.2 and 3.0.

Assumptions:

We assume reports will be required for 7 months of active railroad bridge CM (April – October 2021) and 2 additional updates in 2022 through completion of the underpass trail work.

Deliverables:

Monthly updated construction schedule in MS Project and PDF from bridge installation to underpass trail construction.

Schedule B
Compensation



Meadowdale Beach Park - Bridge Construction Support

Schedule B
3/15/2021

Task	Task Description	Labor Hours							Costs					
		PM EAS V	Construction Manager EAS IV	CM Design Support EAS V	Senior CM Support EAS VIII	CM Structural Support EAS V	CM Inspector EAS IV	Tech VI	Admin	Task Hours	Labor Cost	Subs	Task Costs	
1	Project Administration	174	12		40								\$ 51,226	\$ 51,226
2	Project Stakeholder Coordination	60	24	24		16							\$ 23,764	\$ 23,764
3	Construction Observation												\$ -	\$ -
3A	Construction Observation - 25 weeks field observation		1914							464			\$ 378,798	\$ 378,798
3B	Compliance Monitoring	12											\$ 2,460	\$ 2,460
4	Construction Management												\$ -	\$ -
4A	Pre-Construction Meetings	12	6	6		6				6			\$ 6,558	\$ 6,558
4B	Weekly/Monthly Meetings	180		36		16							\$ 46,756	\$ 46,756
4C	Submit/Shop-drawing Review	40		80		80							\$ 38,260	\$ 38,260
4D	Respond to RFIs	40		40		40							\$ 23,240	\$ 23,240
4E	Records Management	24											\$ 4,920	\$ 4,920
4F	Project Controls	24		24		24							\$ 13,944	\$ 13,944
4G	Review of Contractor Materials Testing	2		4									\$ 1,178	\$ 1,178
4H	Bridge Change-Out Site Visits	16		16		72							\$ 19,600	\$ 19,600
4I	Project Close-Out/Funch-list	32		16		8							\$ 16,320	\$ 16,320
4J	Survey - 7 days construction support, Record Survey	24		24									\$ 9,628	\$ 29,250
4K	Contractor As-Built drawing review	8		16		16							\$ 10,264	\$ 10,264
4L	Record Drawings	8		40		12				40			\$ 23,768	\$ 23,768
5	Railroad Civil and Structural Engineering	24		80		80							\$ 35,000	\$ 35,000
6	FRA Grant Support												\$ -	\$ -
6A	Monthly Progress Report	18											\$ 3,690	\$ 3,690
6B	Quarterly Progress Report	24		4									\$ 5,688	\$ 5,688
6C	Final Performance Report	32		24		2							\$ 10,856	\$ 10,856
6D	MS Project Schedule	36		18									\$ 10,636	\$ 10,636
Totals		790	2068	430	40	370	470	40	40	4248			\$ 736,674	\$ 765,924

Labor	\$ 736,674
Subconsultants	\$ 29,250
TOTAL	\$ 765,924

Schedule C
Expenses

Meadowdale Beach Park - Bridge Construction Support

**Schedule C
3/15/2021**

Travel Expenses

Task	Task Description	
1	Project Administration	
2	Project Stakeholder Coordination	
3	Construction Observation	
3A	Construction Observation - 29 weeks field observation	\$ 9,117
3B	Compliance Monitoring	
4	Construction Management	
4A	Pre-Construction Meetings	
4B	Weekly/Monthly Meetings	\$ 403
4C	Submittal/Shop-drawing Review	
4D	Respond to RFIs	
4E	Records Management	
4F	Project Controls	
4G	Review of Contractor Materials Testing	
4H	Bridge Change-Out Site Visits	\$ 4,000
4I	Project Close-Out/Punch-list	
4J	Survey - 7 days construction support, Record Survey	
4K	Contractor As-Built drawing review	
4L	Record Drawings	
5	Railroad Civil and Structural Engineering	
6	FRA Grant Support	
6A	Monthly Progress Report	
6B	Quarterly Progress Report	
6C	Final Performance Report	
6D	MS Project Schedule	
Totals		\$ 13,521

SCHEDULE D

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); REQUIRED CERTIFICATIONS 56 of 70
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 20-401

DECLARING THE COUNTY'S OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FOR THE COUNTY MEADOWDALE BEACH PARK
AND ESTUARY RESTORATION CAPITAL PROJECT WITH THE
PROCEEDS OF TAX-EXEMPT BONDS

WHEREAS, Snohomish County (the "County") intends to make capital expenditures for the Meadowdale Beach Park and Estuary Restoration Capital Improvement Project ("the project"); and

WHEREAS, the County may finance all or a portion of the project through the issuance of one or more series of federally tax-exempt bonds in the maximum aggregate principal amount of \$10,000,000 (the "Bonds"); and

WHEREAS, prior to the issuance of the Bonds, the County intends to make capital expenditures in connection with the project from available funds of the County, and to reimburse those capital expenditures with proceeds of the Bonds, when and if issued; and

WHEREAS, Treasury Regulations Section 1.150-2 requires that the County declare it to be the official intent of the County to reimburse all or a portion of any such capital expenditures from the proceeds of the Bonds, when and if issued;

NOW, THEREFORE, ON MOTION, the Snohomish County Council declares its intent to reimburse itself for capital expenditures in connection with the project from the proceeds of the Bonds, when and if issued.

DATED this 14th day of December, 2020.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Acting Council Chair

ATTEST:



Asst. Clerk of the Council