

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 23-362

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO EXECUTE A CONTRACT FOR
THE AWARD OF RFQ 23-005BC WITH JACOBS ENGINEERING GROUP INC. AT THE
SNOHOMISH COUNTY AIRPORT

WHEREAS, Snohomish County Airport is a very active airport with recently established commercial passenger service; and

WHEREAS, airport staff requires specialized Airfield Engineering Consultant Services for various Airfield Planning, Design, Environmental and Construction Engineering projects; and

WHEREAS, the eastern half of the Airport's Taxilane Echo is in aging condition and needs to be replaced; and

WHEREAS, the County has selected Jacobs Engineering Group Inc. (Jacobs) based on their qualifications for the project engineering services required in RFQ 23-005BC; and

WHEREAS, the contracts for engineering services required in RFQ 23-005BC shall be split into two parts: Part A – Design & Bidding Services; and Part B – Construction Engineering services; and

WHEREAS, Jacobs Taxilane Echo (PH 2) Engineering Services Part A – Design & Bidding Services Contract expires December 31, 2025 and shall not exceed \$621,893.00; and

WHEREAS, the contract for Taxilane Echo (PH 2) Engineering Services – Construction Engineering Part B shall be executed separately at the conclusion of the design phase; and

NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to execute a professional services contract for Taxilane Echo (PH 2) Engineering Services – Part A – Design & Bidding with Jacobs Engineering Group Inc. not to exceed \$621,893, in the form attached hereto, and further authorizes the Airport Director or their designee to approve individual task orders pursuant to this contract.


PASSED this 23rd day of August, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council

**Snohomish County Airport – Taxilane Echo (PH 2) Engineering Services
RFQ No. 23-005BC
Part A – Design & Bidding**

CONSULTANT: Jacobs Engineering Group Inc.
CONTACT PERSON: Kevin L. Cooley, PE
ADDRESS: 1100 112th Avenue NE
Bellevue, WA 98004-3100
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 95-4081636
TELEPHONE/FAX NUMBER: 425-233-3047 / 503-736-2058
COUNTY DEPT: Airport
DEPT. CONTACT PERSON: Kevin Latschaw, PE
TELEPHONE/FAX NUMBER: 425-388-5122 / 425-355-9883
PROJECT: TL Echo (PH 2) Engineering Services
AMOUNT: \$621,893
FUND SOURCE: 410.5216806604
CONTRACT DURATION: Date of Execution through Dec. 31, 2025
[unless extended or renewed pursuant to
Section 2 hereof]

**AGREEMENT FOR PROFESSIONAL SERVICES
Part A – Design & Bidding**

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Jacobs Engineering Group Inc., a Delaware corporation (the “Consultant”). 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 Design & Bidding services in support of Taxilane Echo Reconstruction (Phase 2). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is Part A of the product of County RFQ No. 23-005BC, Engineering Services, Taxilane Echo Phase 2 Paine Field. The required construction administration services will be executed as a separate Agreement for Professional Services as Part B of the product of County RFQ No. 23-005BC at the conclusion of design and bidding services.

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 Services 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. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the "Effective Date") and shall terminate on December 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Consultant, PROVIDED, HOWEVER, that the County's obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant 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 Consultant's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. 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 Services performed on each such date. 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 Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant 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 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. 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 \$621,893 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Consultant. The Consultant agrees that Consultant 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 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 contractor, 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 Services 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 subcontractors or subconsultants 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. 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: Kevin Latschaw, PE
Title: Airport Engineering Manager
Department: Airport
Telephone: (425) 388-5122
Email: kevin.latschaw@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the Services are free from errors and defects and otherwise conform to the requirements of this Agreement. The Consultant shall then notify the County that said Services are complete. The County shall promptly review and inspect the Services to determine whether the Services are acceptable. If the County determines the Services conform to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the Services. If the County determines the Services contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the Services by providing the Consultant with written notice describing the problems with the Services 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 Services to the County. The

Consultant shall receive no additional compensation for time spent correcting errors. Payment for the Services will not be made until the Services are accepted by the County. The Consultant shall be responsible for the accuracy of Services even after the County accepts the Services.

If the Consultant fails or refuses to correct the Consultant's Services 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 Services from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. 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. Professional Liability.

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 or subconsultants. 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 and 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 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. Insurance Requirements. 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. 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

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 Services 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. No Limitation on Liability. 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. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 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) Professional Liability, Errors & Omissions: \$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. Subcontractors. The Consultant 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 Consultant 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 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. 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 Consultant 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 Consultant and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, 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 all bidders 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 contract, the Consultant, for itself, its assignees, its subconsultants, its subcontractors and successors (hereinafter collectively referred to as Consultant) in interest agrees as follows:

(1) **Compliance with Regulations**. The Consultant 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 contract as Schedule C.

(2) **Non-discrimination**: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract 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 Consultant for work to be performed under a subcontract, each potential subcontractor will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(4) **Information and Reports**. The Consultant 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 Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Consultant under the contract until the Consultant

complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, if any. The Consultant will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant 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 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. Compliance with Other Laws. The Consultant 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 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 Services 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. Suspension of Work. 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 ten (10) 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 twenty (20) 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 contractor to complete the Services 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 Airport
 10108 32nd Ave W, Suite G
 Everett, Washington 98201
 Attention: Kevin Latschaw, PE
 Airport Engineering Manager

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

Attention: Nathan Kennedy
Acting Purchasing Manager

If to the Consultant: Jacobs Engineering Group Inc.
1100 112th Avenue NE, Suite 500
Bellevue, WA 98004-3100
Attention: Kevin L. Cooley, PE, Principal Project 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. Confidentiality. 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. 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.

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

27. 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.

28. No Third Party Beneficiaries. 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. 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.

30. Severability. 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. Authority. 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. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. 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:

County Executive Date

Approved as to insurance
and indemnification provisions:

*Digitally signed by Barker,
Sheila
Date: 2023.08.03
16:45:31 -07'00'*

Barker, Sheila Risk Management Date

Approved as to form only:

*Digitally signed by Corsi,
Michelle
Date: 2023.08.03
14:13:54 -07'00'*

Corsi, Michelle Deputy Prosecuting Attorney Date

JACOBS ENGINEERING GROUP INC:

*Digitally signed by
Kristi Meyer
Date: 2023.08.03
12:37:33 -07'00'*

Kristi L. Meyer Date

Approved as to form only:

Legal Counsel to the Consultant Date

Paine Field
Taxilane Echo Reconstruction Project Phase 2 – Design
Schedule A: Scope of Services

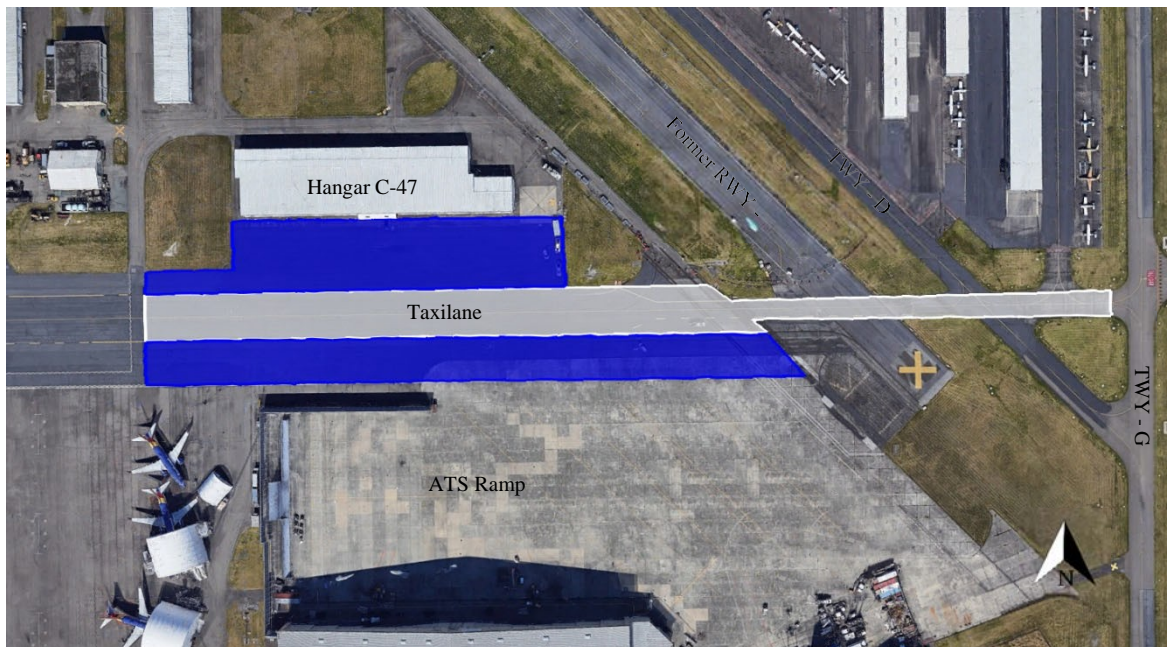
Updated: July 11, 2023

I. **Project Description** – *The project description is as follows:*

Snohomish County Airport – Paine Field (COUNTY) has a project underway to reconstruct the remaining portion of Taxilane (TLN) Echo (E) from the Phase 1 limits to the East including Taxiway Lima (L) to the intersection with Taxiway Golf (G), with the exact geometry to be determined with this work. See figure 1, below, for the assumed PROJECT area. Under this project, JACOBS ENGINEERING GROUP INC. (CONSULTANT) will provide project formulation; Federal Aviation Administration (FAA) funding coordination; Disadvantaged Business Enterprise (DBE) plan development; data collection; alternatives development and evaluation; preliminary design; environmental permitting, final design; development of Issued For Bids (IFB) plans, specifications and estimates and services during public bidding. Services during construction for the project are not included in this SCOPE, and will be contracted via an Amendment at a later date.

Construction is expected to occur between July and October of 2024 or later.

Figure 1 - Assumed Project Area for TLN E Reconstruction Phase 2 (white limits of taxilane & blue limits of shoulders)



Scope of Work

1. PROJECT MANAGEMENT (PLANNING, PRELIMINARY DESIGN, FINAL DESIGN & BIDDING SERVICES)

- 1.1. **Project Scoping.** CONSULTANT will prepare initial scope of work and attend one scoping meeting with COUNTY and FAA to discuss and refine the final scope of work. Up to 24 hours and two additional meetings at Airport are included for this effort.
- 1.2. **Project Instructions.** Project Instructions will be developed for the work. An update to the project instructions will be provided prior to the final design and construction phases, to address design, bidding, and construction specific issues.
- 1.3. **Project Quality Control Plan.** CONSULTANT will prepare a project specific Quality Control Plan for the work and will distribute to the internal team. An update to the quality plan will be provided prior to the final design and construction phases to address design, bidding, and construction specific issues.
- 1.4. **Project Safety Plan.** CONSULTANT will develop Field Safety Instructions for all its staff and subconsultants performing work under this contract.
- 1.5. **FAA Coordination.** CONSULTANT will coordinate with the FAA project manager during the project via email and brief phone calls, as needed. One meeting to be held in FAA regional offices and two meetings to be held at the Airport offices are assumed to discuss general project issues. In-person meetings will be conducted as allowed under current public health guidelines in place at the time of the meeting(s). Other FAA interactions are discussed in tasks that follow. CONSULTANT will keep COUNTY apprised of conversations with FAA and will prepare meeting agendas, meeting notes and telephone conversation records, as appropriate.
- 1.6. **FAA DBE Plan.** An FAA DBE Plan will be developed by CONSULTANT for review/approval by COUNTY. CONSULTANT will coordinate with FAA civil rights concerning development of an FAA compliant DBE plan for construction years 2025, 2026 and 2027. Work will be conducted according to current FAA direction on DBE plans for small commercial service airports. One meeting with Airport staff and three meetings with Airport and/or FAA civil rights staff is included. In-person meetings will be conducted as allowed under current public health guidelines in place at the time of the meeting(s). Two draft submittals and 1 final submittal are included. COUNTY will advertise DBE plan in local newspaper.
- 1.7. **Project Administration.** CONSULTANT will provide project administrative services for this phase of the project, including record keeping; filing; monthly cost tracking and statusing; schedule management; monthly invoicing, subcontract development and subCONSULTANT management (up to 2 subcontracts are expected). A brief invoice status letter will be provided with each invoice. It is assumed that the duration of this task order will extend from June 2023 to March 2024 (10 months).
- 1.8. **Project Meetings and Teleconferences.** This scope of work assumes up to 4 project meetings with the COUNTY to discuss project management issues. Three of these meetings are assumed to be 1 hour or less in length and occur by telephone with up to 3 CONSULTANT staff participating. The remaining one meeting is assumed to be held in the COUNTY's offices, as allowed under current public health guidelines, with 2 CONSULTANT staff in attendance for up to 2 hours. Twenty (20) biweekly design team meetings are budgeted for internal team coordination. Each team meeting is assumed to be one hour long and involve up to five participants. Additional task specific meetings are listed in the tasks that follow below.

Task 1 Deliverables:

- Project Scope document. – Up to three drafts and one final version.
- Monthly invoice and invoice status letter (10 assumed)
- Schedule updates (3 assumed)
- Meeting agendas, meeting notes and telephone conversation records for important items.

2. DATA COLLECTION

2.1. Existing Data Collection and Review

21.1. CONSULTANT will review information provided by COUNTY for the PROJECT. At a minimum COUNTY will provide the following:

- Asbuilt Record Drawings of existing conditions in AutoCAD or PDF format.
- Asbuilts of all existing County-owned utilities in AutoCAD or PDF format for use on the Project.
- Pavement Condition Information for all pavement areas being reconstructed.
- Current and proposed aircraft and ground vehicle types and operations within the vicinity of the pavement areas being reconstructed.

2.2. Field Data Collection

22.1. CONSULTANT will develop for COUNTY review and approval a Data Collection Plan addressing the following topics:

- Location of all data collection activities
- Dates and times for all work elements
- Closure plan for airfield pavements, access roads as well as undeveloped areas.
- Safety
- Contact List for all entities that will be onsite. Two subcontracted entities are expected to be onsite under the supervision of CONSULTANT. It is assumed that data collection will occur over a single 3 – 4 day period.

2.2.1.1. One draft and one final version of the plan are expected.

222. CONSULTANT will provide up to one day of additional 3D Laser scanning or conventional land surveying of the project area to verify any additional utilities, pavement markings, blast deflectors or other facilities that may have changed since the original survey of TLN E completed in 2020. The limits of collection will be verified by COUNTY. Accuracy will meet FAA AGIS mapping requirements.

223. CONSULTANT will provide conventional surveying techniques and subsurface utility engineering techniques with CCTV to locate/verify location of the following project elements with accuracy meeting FAA AGIS mapping requirements:

223.1. Invert elevations of all existing storm drainage and sanitary sewer facilities within the project vicinity, including inlet and outlet pipes and all flow control structures and orifices sizes.

- 2232. Condition of existing storm drainage system pipes to be replaced by the project.
- 2233. Location of existing utilities. Including electric, communication, gas, sewer, water, etc.
- 2234. CCTV coverage of existing gravity pipelines.
- 2235. Locate all property and lease lot lines for display on the project basemaps.

2.3. Data Collection Summary Report

- 2.3.1. CONSULTANT will prepare a brief memo summarizing the data collection activities conducted and recommendations. A one-hour MS-Teams conference call with three staff is assumed to discuss the memo and finalize the scope of the PROJECT.

Task 2 Deliverables:

- Data Collection Plan (one draft and one final submission are assumed)
- Technical memorandum for each site investigation conducted (LIDAR and conventional survey and CCTV pipe exploration).
- Summary and recommendations memorandum of all site investigations (one draft and one final submission are assumed).

3. STANDARDS REVIEW AND EVALUATION

- 3.1. Review Existing Airport Design Standards Against AC 150/5300-13A, Change 1. The objective of this task is to understand and summarize current FAA design standards that may impact the project and project area and will include:
 - 3.1.1. Taxiway Design Group. The FAA has implemented new taxiway design standards including the creation of Taxiway Design Group (TDG) standards and new taxiway geometry / fillet requirements.
- 3.2. Fleet Mix Review. The objective of this task is to compare and summarize the fleet mix currently operating and expected to operate on the Taxiway/Taxilane and any other identified traffic source with what was used for Phase 1, and will include:
 - 321. Review previous fleet mix information for the project area and summarize selected fleet mix in tabular format.
 - 322. Identify design aircraft(s).
 - 323. Identify traffic patterns for fleet mix.
- 3.3. Facility Requirements Overview. The objective of this task is to detail the facilities required for the identified fleet mix and identified design aircraft(s) in the project area as determined in 3.1.2 and will include:
 - 331. Verify Taxiway/Taxilane dimensional design standards including width, Safety Area, Object Free Area, and Taxiway Design Group and associated geometry / fillet requirements based on the identified fleet mix and design aircraft(s) for taxiways being reconstructed/rehabilitated.
 - 332. Verify existing cross sectional and longitudinal standards (grades and slopes) on Taxiway C/D/G and the former cross wind runway within the study area are within standards or if additional modifications are warranted to these areas and how this would affect the work included in this CONTRACT.

3.4. CONSULTANT will develop a brief Technical Memorandum documenting the outcome and recommendations of the Standards Review Task.

Task 3 Meetings and Deliverables:

- One (1) Alternatives “brainstorming” meeting to be attended by three (3) CONSULTANT team members. This meeting will be held at the airport, as allowed under current public health guidelines.
- One (1) Evaluation Criteria Coordination Meeting to be attended by three (3) CONSULTANT team members. This meeting will be held at the airport, as allowed under current public health guidelines.
- One brief Technical Memorandum documenting the outcome and recommendations of the Standards Review Task.

4. PRELIMINARY DESIGN (30%)

4.1. Preliminary Design Development

4.1.1. Phasing and Construction Safety Phasing Plan (CSPP) Development

4.1.1.1. CONSULTANT will develop up to three (3) phasing concepts for the portions of the work for review and approval of COUNTY.

4.1.1.2. CONSULTANT will participate in a construction phasing review with COUNTY to validate and guide the development of the CSPP. Two virtual meetings are assumed, each up to two (2) hours each. Four (4) CONSULTANT staff members is assumed to participate.

4.1.2. CONSULTANT will prepare a preliminary (30%) stormwater design. CONSULTANT will attend one meeting with Snohomish County Planning and Design Services (PDS) to discuss/review stormwater detention and water quality design for conformance with current Snohomish County PDS Stormwater requirements. A land disturbing activities (LDA) permit and full drainage plan will not be prepared at this level of design.

4.1.3. Up to Four CONSULTANT staff will attend a preliminary pavement layout review meeting in COUNTY’s offices, to discuss and assist COUNTY in selecting a preferred geometric layout to further develop into a preliminary design (30%). The meeting duration is assumed to be 4 hours.

4.1.4. Upon COUNTY selection of a preferred geometric layout, CONSULTANT will prepare the necessary drawings to 30% design, for submission to the client and FAA for review. These drawings are expected to include the following:

- Cover Sheet (1 sheet)
- Index to Drawings and Abbreviations (1 sheet)
- Construction Safety and Phasing Plans (4 sheets)
- Existing Utility Plan (4 sheets)
- Demolition Notes and Legend (4 sheets)
- Demolition Plan & Details (3 sheets)
- Typical Sections (utilize existing TLN E sections) (4 sheets)
- Geometry Plan (2 sheets)
- Grading and Drainage Plan (3 sheets)

- Trench Drain Plan and Profiles (3 sheets)
- Storm Structure Details (3 sheets)
- Secondary Airport Power Conduit (1 sheet)
- Pavement Marking Plan (3 sheets)
- Pavement Marking Details (1 sheet)

Total Sheet Count: 37

4.1.5. CONSULTANT will prepare a list of technical specifications for the identified items of work. Specifications to be used will include Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports.

4.1.6. **Prepare Preliminary (30%) Opinion of Construction Costs.** CONSULTANT will develop an AACEI Class 4 opinion of construction costs based on Preliminary (30%) Design. Two work schedules are assumed.

4.2. **Prepare and Submit Preliminary Submittal Package.** CONSULTANT will provide one hard copy and a PDF copy of the preliminary design review submittal for COUNTY review. FAA will receive submittal for review via PDF. A two week review period is anticipated, with consolidated written review comments provided by COUNTY prior to the review meeting.

4.3. **Participate in Preliminary Design Review/Drawing Page-Turn Meeting.** Four CONSULTANT staff will attend a preliminary design review meeting in COUNTY's offices, as allowed under current public health guidelines. The meeting is assumed to be 4 hours long. CONSULTANT will prepare preliminary responses to review comments prior to review meeting, if possible.

Task 4 Deliverables:

- Preliminary Construction Safety and Phasing Plan
- Thirty-seven (37) Preliminary Design Drawings = 11"x17" sized in PDF format
- List of expected FAA Special Provisions (Technical Specifications) expected based on preliminary design
- Class 4 opinion of construction costs
- Responses to review comments

5. ENVIRONMENTAL

5.1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

5.1.1. CONSULTANT will meet with COUNTY and FAA to coordinate and confirm Categorical Exclusion (CATEX) is the appropriate level of NEPA for the selected alternative based on the Preliminary (30%) Design. One meeting is assumed to include up to three staff and to be held at FAA's SEA ADO office, as allowed under current public health guidelines. Meeting assumed to be 3 hours or less.

5.2. STATE ENVIRONMENTAL POLICY ACT (SEPA)

5.2.1. CONSULTANT will prepare text and graphics needed to support a Washington State SEPA checklist, if required, for COUNTY review before submission and advertisement. Up to three iterations of the information and up to 20 hours are assumed for this task.

522. One agency/stakeholder meeting is included prior to submission of the SEPA document. Up to three (3) CONSULTANT staff will attend a public meeting held at the airport, as allowed under current public health guidelines. Meeting assumed to be 3 hours or less.
523. CONSULTANT will develop proposed improvements to meet Snohomish County drainage code requirement for the preferred alternative to approximately 30% complete level and present to COUNTY staff for review. Upon COUNTY approval, a predevelopment conference will be scheduled with Snohomish County Planning and Development Services (PDS) unit. Three (3) CONSULTANT staff will participate in a virtual meeting, which is assumed to be up to 90 minutes long (scheduled by COUNTY).

Task 5 Deliverables:

- Determination of Categorical Exclusion.
- Submittal package for SEPA checklist including graphics and text documentation.
- Meeting Notes from predevelopment conference.

6. INTERMEDIATE DESIGN (60%) SUBMITTAL

6.1. Progress Review Meetings (*Monthly Over-The-Shoulder reviews*)

6.1.1. CONSULTANT will develop the project from 30% to 60% Issued for Bid Plans, Specifications and Estimates according to the approved project schedule. CONSULTANT will participate in a progress review meeting each month to keep the COUNTY apprised on the progress and status of the work. Each meeting is planned to be up to 60 minutes each, held virtually (via MS-Teams), each month on a recurring schedule. Up to seven (7) meetings with three (3) CONSULTANT staff is assumed.

6.2. Intermediate Design Development

621. Preliminary FAA Pavement Design & Report. CONSULTANT will utilize current Advisory Circular 150/5320-6G and FAARFIELD software to develop recommended pavement sections for evaluation and recommendation as well as prepare a recommendations report:
622. Evaluate the sections used for TLN E Phase 1 for use on TLN E Phase 2 according to current FAA Advisory Circulars. One asphalt concrete pavement (ACP) and one Portland cement concrete pavement (PCCP) section will be prepared for TLN E. A pavement section for the TLN shoulder will be prepared using ACP only. Two additional ACP pavement thickness will be prepared, one for TLN E, TWY D-2 and TWY L east of the ATS Ramp and one additional ACP thickness design for the apron area in front of hangar C-47.
623. Update from Phase 1 the life cycle cost analysis for each pavement area to clearly identify the short term and long term costs of the project, with data on the anticipated life expectancy pavement costs of PCCP versus ACP.
624. Prepare brief recommendations report including life cycle cost report as an appendix. Two draft submissions and one final submission are included.

6.3. Revise Construction Safety and Phasing Plan

631. CONSULTANT will revise a single CSPP alternative to reflect evolution of project design.
632. CONSULTANT will develop CSPP narrative document compliant with FAA Advisory Circular 150-5370-2G.

633. CONSULTANT will participate in a construction phasing review with COUNTY to validate and guide the development of the CSPP. Two virtual meetings are assumed, each up to two (2) hours each. Four (4) CONSULTANT staff members is assumed to participate.
- 6.4. Prepare Intermediate (60%) Opinion of Construction Costs.**
- 6.4.1. CONSULTANT will develop an AACEI Class 3 opinion of construction costs based on Preliminary (60%) Design. Two work schedules are assumed.
- 6.5. Revise Design Drawings**
- 6.5.1. CONSULTANT will revise preliminary design drawings based on FAA pavement design and tenant outreach.
- 6.6. Existing Utilities Evaluation and Replacement Design**
661. CONSULTANT will prepare calculations and detailed design drawings for the replacement of the military vintage sanitary sewer line that crossed the project. Assumed design includes 250 lineal feet of sanitary sewer and up to three (3) manholes.
662. CONSULTANT will evaluate existing military vintage electrical lines within the project footprint and determine, with COUNTY assistance, whether these facilities should be removed, replaced or abandoned.
663. CONSULTANT will evaluate and design repairs for existing stormwater facilities adjacent to the project footprint for inclusion in the work as additive alternative.
664. CONSULTANT will further the design of a power and communication duct bank crossing of TLN E at the west extents and east extents of the construction.
- 6.7. Stormwater Drainage Design and Full Drainage Plan Development**
- 6.7.1. CONSULTANT will conduct calculations for stormwater design for the improvements included in the preferred alternative according to the current Snohomish County code (*July 2021 revision*). Low impact development concepts will be used were feasible. It is expected that some sections of the existing drainage system will be replaced, while the remainder of the system will be retained.
- 6.7.2. CONSULTANT will perform a downstream analysis for the project up to ¼ mile downstream of the project site.
- 6.7.3. CONSULTANT will prepare an appropriate Snohomish County Drainage Plan, if required, including required drawings and calculations for COUNTY review. It is assumed that pavement underdrains will connect to the storm drainage outlet. Two draft submittals and one final submittal is included.
- 6.7.4. CONSULTANT will prepare a Snohomish County Land Disturbing Activities (LDA) permit, if required, for COUNTY review, approval and submission to Snohomish County Planning and Development Services. One draft and one final submittal are included.
- 6.7.5. CONSULTANT will prepare a Stormwater Pollution Prevention Plan and Temporary Erosion and Sediment Control Plan meeting the documented requirements of Salmon Safe for the project. A brief memorandum will be prepared to document the efforts made to meet the Salmon Safe requirements.
- 6.8. Prepare Technical Specifications.**
681. CONSULTANT will prepare technical specifications for the identified items of work. Specifications to be used will reference Advisory Circular 150/5370-10H, Standards for Specifying Construction of Airports. The specifications will describe the character and quality of the entire project in its essentials as to kinds and locations of materials. The following are the technical specifications assumed to be developed:
- FAA General Provisions (Sections 10 thru 90)

- A-101 – FOD Control (Paine Field Specification)
- C-100 – CONSULTANT Quality Control Program
- C-102 – Temporary Air and Water Pollution, Soil Erosion and Siltation Control (including revisions for compliance with Salmon Safe zero discharge requirements)
- C-105 – Mobilization
- C-110 – Method of Estimating PWL
- P-101 – Preparation/Removal of Existing Pavements
- P-152 – Excavations, Subgrade, and Embankment
- P-153 – Controlled Low-Strength Material (CLSM)
- P-154 – Subbase Course
- P-209 – Crushed Aggregate Base Course
- P-401 – Hot-Mix Asphalt (HMA) Pavements
- P-403 – Asphalt Mix Pavement (stabilized base)
- P-501 – Cement Concrete Pavement
- P-603 – Emulsified Asphalt Tack Coat
- P-604 – Compression Joint Seals for Concrete Pavements
- P-605 – Joint Sealant for Concrete Pavements
- P-610 – Structural Portland-Cement Concrete
- P-620 – Runway and Taxiway Painting
- D-701 – Pipe for Storm Drains and Culverts
- D-705 – Pipe Underdrains for Airports
- D-751 – Manholes, Catch Basins, Inlets and Inspection Holes
- T-901 – Seeding
- T-905 – Topsoiling
- L-100 – General Provisions for Airfield Lighting Systems
- L-108 – Underground Power Cable for Airports
- L-110 – Airport Underground Electrical Duct Banks and Conduits
- L-125 – Installation of Airport Lighting Systems
- Sanitary Sewer Technical Specification (based on WSDOT and MWWWD Standards)
- Total Specification Count: 37

Task 6 Deliverables:

- Preliminary Pavement Design and Report
- Revised Construction Safety and Phasing Plan and Narrative
- Intermediate Design Drawings = 11"x17" sized in PDF format
- Draft FAA Special Provisions (Technical Specifications)
- Class 3 opinion of construction costs
- Responses to review comments
- Intermediate Stormwater package (Full Drainage Plan and LDA Permit Application) for preferred alternative for COUNTY and PDS preliminary concurrence

7. FINAL DESIGN AND ISSUED FOR BID (IFB) DOCUMENTS PHASE

7.1. Progress Review Meetings (*Monthly Over-The-Shoulder reviews*)

7.1.1. CONSULTANT will develop the project from 60% to 100% Issued for Bid Plans, Specifications and Estimates according to the approved project schedule. CONSULTANT will participate in a progress review meeting each month to keep the COUNTY apprised on the progress and status of the work. Each meeting is planned to be up to 60 minutes each, held virtually (via MS-Teams), each month on a recurring schedule. Up to four (4) meetings with three (3) CONSULTANT staff is assumed.

7.2. **FAA Form 7460-1:** CONSULTANT will prepare graphics to assist COUNTY in preparations and submittal of FAA Form 7460-1 Notice of Proposed Construction or Alteration to the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) online system.

7.3. **Final Design Drawings.** The following 66 design drawings at 11"x17" size are assumed to be developed at the 90% and IFB design level:

- Cover Sheet (1 sheet)
- Index to Drawings and Abbreviations (1 sheet)
- Summary of Approximate Quantities by Bid Schedule (1 sheet)
- General Construction Notes (1 sheet)
- Construction Safety & Phasing Plans and Details (6 sheets)
- ARFF Access Routes Plan (1 sheet)
- Survey & Geometric Control Plan (1 sheet)
- Geotechnical Boring Plan (1 Sheet)
- Erosion Control Notes and Legend (1 Sheet)
- Erosion Control Plan (2 sheet)
- Erosion Control Details (4 sheets)
- Existing Utility Plan (1 sheet)
- Demolition Notes and Legend (1 sheet)
- Demolition Plan & Details (4 sheets)
- Typical Sections (2 sheets)
- Geometry Plan and Profiles (2 sheets)
- Grading and Drainage Plan (2 sheets)
- Drainage Profiles (3 sheets)
- Stormwater Details (4 sheets)
- Underdrain Plans (2 sheets)
- Underdrain Details (2 sheets)

- Paving Plans (2 sheets)
- Pavement Jointing Plan (2)
- Pavement Elevation Plan (2)
- Paving Details (2 sheets)
- Pavement Marking Plan (2 sheets)
- Pavement Marking Details (2 sheet)
- Utility Plan (3 sheets)
- Utility Details (3 sheets)
- Electrical/Comm Plans (2 sheets)
- Electrical/Comm Details (3 Sheets)
- Total Sheet Count: 66

7.3.1. CONSULTANT will review and recommend changes to the COUNTY Proposal Package for public bidding via an email to COUNTY, for the following sections:

7.3.1.1. Invitation to Bid

7.3.1.2. Instructions to Bidders

7.3.1.3. General Conditions

7.3.1.4. Project Proposal – CONSULTANT will modify the text to include all bid items, quantities and bid schedules needed. Up to four (4) bid schedules are anticipated.

7.3.1.5. Statement of Bidders Qualification

7.3.1.6. Agreement

7.3.1.7. Performance & Payment Bonds

7.3.1.8. CONSULTANT's Declaration of Option for Management of Escrow Agreement

7.3.2. CONSULTANT will prepare remaining sections required for full FAA compliant bidding package, including:

7.3.2.1. Document Cover

7.3.2.2. Table of Contents

7.3.2.3. FAA Special Provisions

7.4. Prepare Opinions of Construction Costs.

7.4.1. **Final Design Cost Estimate.** CONSULTANT will develop an AACEI Class 2 opinion of construction costs by schedule based on an approximately 90% complete design. The cost estimate will incorporate up to four (4) bid schedules of work. The Final Design Cost Estimate will be submitted with the Final Design Package.

- 7.4.2. Engineers Estimate Level.** CONSULTANT will develop an ACEI Class 1 opinion of construction costs by schedule based on the Issued For Bids (IFB) set of plans and specifications. The cost estimate will incorporate up to four (4) bid schedules of work. The Final Design Cost Estimate will be submitted prior to the bid opening.
- 7.5. Prepare FAA Design Report.** CONSULTANT will prepare a standard FAA Design Report, per guidance on FAA NW Mountain Region website, as part of the 90% submittal package.
- 7.6. Modifications to Standards:** CONSULTANT will provide the modifications to FAA technical specifications on standard FAA forms, as part of the 90% submittal package.
- 7.7. Project Certifications:** CONSULTANT will prepare Project Certifications to the FAA which state that the design of the project includes the Grant Assurances and that grant eligible/ineligible items have been identified prior to issuance of documents for bid
- 7.8. Prepare & Submit Final (90%) Submittal Package.** CONSULTANT will duplicate six copies of the final (90%) design review submittal for COUNTY review. FAA will receive submittal for review via PDF. A one-week review period is anticipated, with consolidated written review comments provided by COUNTY prior to the review meeting.
- 7.9. Participate in Final (90%) Design Review Meeting.** Four (4) CONSULTANT staff will participate in a design review meeting, held virtually (via MS-Teams). The meeting is assumed to be three (3) hours. CONSULTANT will prepare review comment log and provide responses to review comments prior to approval to advertise by COUNTY.
- 7.10. Prepare Permit Set of Plans and Specifications.** CONSULTANT will make revisions to Drainage Plan; Stormwater Pollution Prevention Plan; Temporary Erosion and Sediment Control Plan meeting the documented requirements of Salmon Safe; and Land Disturbing Activities (LDA) permit package in preparation for submittal of the permits package. CONSULTANT will submit the permits package listed above via COUNTY PDS web portal and support questions from COUNTY PDS on the package. COUNTY will pay all permit fees. This task includes up to 20 hours to support the project going before the Hearing Examiner.
- 7.11. Prepare Issued For Bid (IFB) Set of Plans & Specifications.** CONSULTANT will address review comments from COUNTY and FAA and create the IFB set. Upon COUNTY approval, CONSULTANT will provide Snohomish County Purchasing Department with electronic files for uploading to the Builder's Exchange website. A range will be provided for the expected contract amount, for posting. Ten hard copy reproductions will be made of the IFB set. Five will be transmitted to COUNTY offices for COUNTY use. Five copies will be for CONSULTANT (Jacobs) use in responding to bidders questions (see task 9 below).

Task 7 Deliverables:

- The Final (90%) Design Review Submittal will include six copies of the following:
 - Draft and final SnoCo Drainage Plan and LDA Permit Package for review and approval by PDS.
 - 66 Final (90%) Design Drawings = 11"x17" format
 - Technical Specifications, General Provisions and County Proposal Sections
 - Class 2 Opinion on Construction Costs
 - Standard FAA Design Report including Modifications to Standards (MOS)
 - Project Certifications
- The Permits Package Submittal will include six copies of the following:
 - Permits Package - Full Drainage Plan; Downstream Analysis; Stormwater Pollution Prevention Plan; Temporary Erosion and Sediment Control Plan; Salmon Safe Requirements memo; and Land Disturbing Activities (LDA) permit package.
- The following will be provided for the IFB set
 - Final IFB (100%) construction documents will include all drawings, specifications and bidding requirements included in the 90% submittal, with final revisions made. A comment and response log will be prepared to list all comments received along with the final resolution for each item.
 - Electronic copies of IFB, plans, specifications and estimate. PDF version files will be emailed.
 - Five bound copies of 11"x17" sized drawings, County Proposal Section, General Provisions and Technical Specifications.
 - PDF and AutoCAD versions of drawing files and masterdrawings
 - Engineers Estimate (Class 1 opinion of construction costs) and construction cost range for bidding prior to bid opening.

8. BID SUPPORT

- 8.1. **Support Builders Exchange** – CONSULTANT will interface with Builders Exchange to support the bidding processing, as requested.
- 8.2. **Provide Technical Bid Question Support** – CONSULTANT will support Snohomish County Purchasing department with responses to technical questions during the bidding phase.
- 8.3. **Prebid Meeting** – A pre-bid meeting will be held in Airport offices. Up to three (3) representatives from CONSULTANT will participate. Task includes assistance with scheduling; preparation of an agenda and associated graphics; leadership of meeting; and preparation of meeting notes to be issued via addendum.
- 8.4. **Addenda** – Two bid addenda are assumed. CONSULTANT will support Snohomish County Procurement with two bid document addenda.

- 8.5. **Award Recommendation** – CONSULTANT will tabulate the bids and recommend award to the lowest responsive bidder via a brief letter, noting any issue that are found that should be considered by COUNTY before awarding the contract.

Task 8 Deliverables:

The following will be submitted during the bidding phase:

- Written responses to bidders' questions received and responded to via COUNTY purchasing department.
- Prebid Meeting Agenda and Notes
- Up to 2 Addenda documents – circulated to bidders by COUNTY
- A bid tabulation and award recommendation letter

II. Assumptions

1. The Project will qualify for NEPA Categorical Exclusion (CATEX) under FAA. If NEPA support beyond a CATEX is required, the scope of work, budget, and schedule will need to be updated.
2. The project will be publically bid in 2024 as a single construction project with up to four (4) separate bid schedules.
3. The project scope does not include any safety risk assessment or safety risk management analysis or meetings. If these tasks are required, they will be added by subsequent amendment.
4. CONSULTANT may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by COUNTY.
5. CONSULTANT will provide CAD drawings in AutoCAD at the conclusion of the work. The CAD files will meet the current PAE CAD Standards at the time of the execution of this AGREEMENT. COUNTY will provide a copy of the current CAD Standards prior to the work starting.
6. Access onto private property will not be needed. Access to leasehold properties will be coordinated by COUNTY.
7. In-person meetings will be conducted as allowed under current public health guidelines in place at the time of the meeting(s). Meetings will be held virtually via MS-Teams, teleconference or similar means if public health guidelines continue to restrict in place meetings.
8. Snohomish County Drainage Code Minimum Requirements (MR) 6-9 do not apply to this work therefore water quality and stormwater detention design elements are excluded from this scope.
9. This scope includes up to 20 hours of design support for presentation materials and/or questions raised during the SEPA review process.
10. It is assumed that FAA will review 90% design deliverable and provide review comments within 2 weeks of transmission. FAA will provide timely review of final revisions and approval to advertise within 1 week.
11. The project will include provisions for conduit crossings under all constructed pavements for a future secondary power source for the Airport. The design of this routing and requirements will be conducted under a separate contract or task order.
12. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or

quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. If COUNTY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, COUNTY will employ an independent cost estimator, CONSULTANT, or other appropriate advisor.

13. A scope of work and budget will be established for follow-on services during construction and closeout services once the full nature of the work and the schedule for construction is better known. Scope and fee proposal shall be approved in writing by COUNTY prior to performing the work. The COUNTY will provide an authorization form for this purpose.

END OF SCHEDULE A – SCOPE OF SERVICES

Schedule B Compensation

Jacobs Hourly Rate Table - Taxilane Echo Phase 2
Valid through 12/31/2025

| Category | Hourly Rate (Regular) |
|-----------------------------------|--------------------------|
| Manager/Principal Engineer 8 | \$ 294.00 |
| Manager/Principal Architect | \$ 293.00 |
| Manager/Principal Engineer 7 | \$ 275.00 |
| Technical Specialist - Engineer 6 | \$ 267.00 |
| Engineer 5 | \$ 232.00 |
| Engineer 4 /Architect | \$ 185.00 |
| Engineer 3 | \$ 152.00 |
| Engineer 2 | \$ 128.00 |
| Engineer 1 | \$ 111.00 |
| Technician 7 | \$ 209.00 |
| Technician 6 | \$ 189.00 |
| Technician 5 | \$ 169.00 |
| Technician 4 | \$ 151.00 |
| Technician 3 | \$ 132.00 |
| Technician 2 | \$ 111.00 |
| Technician 1 | \$ 97.00 |
| Environmetal/Planner 8 | \$ 254.00 |
| Environmetal/Planner 7 | \$ 232.00 |
| Environmetal/Planner 6 | \$ 209.00 |
| Environmetal/Planner 5 | \$ 189.00 |
| Environmetal/Planner 4 | \$ 168.00 |
| Environmetal/Planner 3 | \$ 147.00 |
| Environmetal/Planner 2 | \$ 126.00 |
| Environmetal/Planner 1 | \$ 105.00 |
| Admin Assistant 7 | \$ 172.00 |
| Admin Assistant 6 | \$ 160.00 |
| Admin Assistant 5 | \$ 150.00 |
| Admin Assistant 4 | \$ 137.00 |
| Admin Assistant 3 | \$ 105.00 |
| Admin Assistant 2 | \$ 84.00 |
| Admin Assistant 1 | \$ 63.00 |

Notes

1. Rates above include standard travel expenses and reprographics.
2. All subcontract billing will have a 4% markup.

Addendum C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 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 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act 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 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 16871 *et seq.*). 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)