

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

MOTION NO. 25-300

AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO EXECUTE A  
CONTRACT FOR THE AWARD OF RFQ 24-003BC PART B WITH JACOBS  
ENGINEERING GROUP INC. AT THE SNOHOMISH COUNTY AIRPORT

WHEREAS, Snohomish County Airport (the Airport) requires Airfield Engineering Consulting services in order to accomplish the rehabilitation of the northern 3,500' of the Airport's Runway 16R-34L; and

WHEREAS, the Airport has selected Jacobs Engineering Group Inc. (Jacobs) on the basis of their qualifications to do the work as identified in RFQ 24-003BC; and


WHEREAS, the engineering services required in RFQ 24-003BC included a first contract approved in 2024 (Part A) for Preliminary Design Services, this contract (Part B) for Final Design & Bidding Services, and an anticipated Part C for Construction Engineering services, to be approved separately; and

WHEREAS, Jacobs Runway 16R-34L Rehabilitation Final Design & Bidding Services Part B contract expires December 31, 2027 and shall not exceed \$1,635,914;


NOW, THEREFORE, ON MOTION, the Snohomish County Council authorizes the County Executive to execute a professional services contract for Runway 16R-34L Engineering Services – Part B with Jacobs Engineering Group Inc. not to exceed \$1,635,914, in the form attached hereto.

DATED this 25<sup>th</sup> day of June, 2025.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Deputy Clerk of the Council

**Snohomish County Airport – Runway 16R-34L Rehabilitation  
RFQ-24-003BC  
Engineering Services - Part B**

CONSULTANT: Jacobs Engineering Group Inc.  
CONTACT PERSON: Kevin L. Cooley, PE  
ADDRESS: 1100 112<sup>th</sup> 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: Runway 16R-34L Rehab – Engineering  
AMOUNT: \$1,635,914  
FUND SOURCE: 410.5216806604  
CONTRACT DURATION: Date of Execution through Dec. 31, 2027  
[unless extended or renewed pursuant to  
Section 2 hereof]

**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 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 Engineering Services for Paine Field Runway 16R-34L Rehabilitation (“Services”). The Scope of Services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is Part B of the product of County RFQ No. 24-003BC, Engineering Services, Paine Field Runway 16R-34L Rehabilitation, consisting of final 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, 2027, with not new work allowed after December 31, 2027, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. If necessary, at the option of the County, agreement may be supplemented for additional time.

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](mailto: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 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 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 \$1,635,914 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](mailto: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 work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said 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 work. If the County determines the Services contain errors, omissions, or otherwise fail 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 work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for

the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

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

9. 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 subcontractors. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees 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: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 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: \$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 and Federal Compliance. 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 subtier 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 consultants, 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 Addendum 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 a 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 Services effective immediately, or as directed, pending either further instructions from the County to resume the Services 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 contactor 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  
    9901 24<sup>th</sup> Pl. West, Suite A  
    Everett, Washington 98204  
    Attention: Kevin Latschaw, PE  
   Airport Engineering Manager

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

If to the Consultant: Jacobs Engineering Group Inc.  
1100 112<sup>th</sup> Avenue NE  
Bellevue, WA 98004-3100  
Attention: Kevin L. Cooley, PE - Principal Project Manager

and to: Jacobs Engineering Group Inc.  
1999 Bryan Street Suite 3500  
Dallas, TX 75201  
Attention: Legal Department

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 RFQ identified in Section 1. The RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Consultant's response, the RFQ shall govern.

27. 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:

**Fong, Michael** Digitally signed by Fong, Michael  
Date: 2025.06.25 13:42:21 -07'00'

County Executive \_\_\_\_\_ Date \_\_\_\_\_

Approved as to insurance  
and indemnification provisions:

Risk Management \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form only:

**Corsi, Michelle** Digitally signed by Corsi, Michelle  
Date: 2025.06.12 16:07:13 -07'00'

Deputy Prosecuting Attorney \_\_\_\_\_ Date \_\_\_\_\_

JACOBS ENGINEERING GROUP INC:

 Digitally signed by Kristi L.  
Meyer  
Date: 2025.06.12 15:49:03 -  
07'00'

Its: Kristi Meyer, Manager of Projects \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form only:

Legal Counsel to the Consultant \_\_\_\_\_ Date \_\_\_\_\_

Schedule A  
Scope of Services



**Paine Field**  
**Runway 16R/34L North End Rehabilitation – Design**

**Schedule A: Scope of Services**

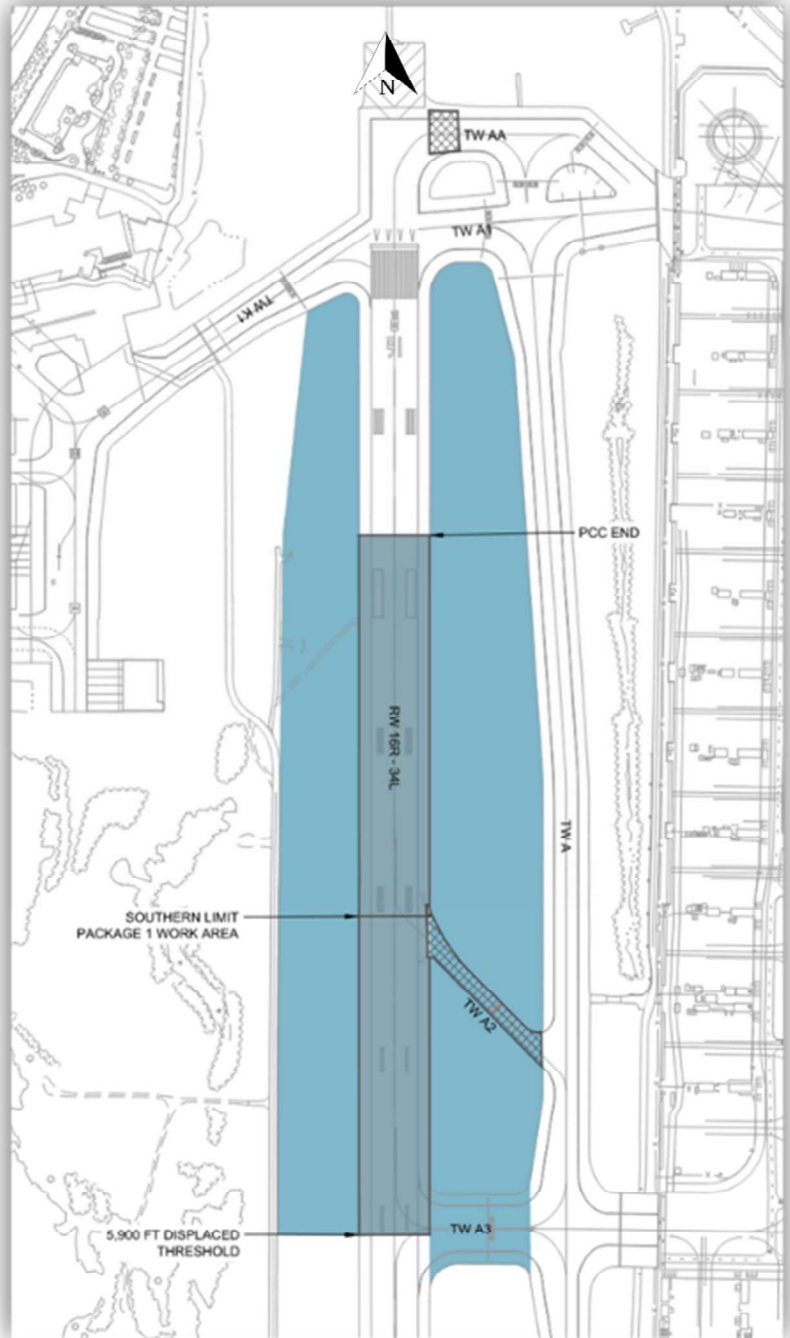
June 10, 2025

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

Snohomish County Airport – Paine Field (COUNTY) has a project underway for improvements to Runway 16R/34L including; asphalt pavement rehabilitation (mill and inlay); improved infield grading and drainage; improved pavement edge drains; and lighting and signage upgrades for the northern approximately 3000 feet. See adjacent figure 1, for the assumed PROJECT area. Under this project, JACOBS ENGINEERING GROUP INC. (CONSULTANT) will provide project management; Federal Aviation Administration (FAA) funding coordination; Disadvantaged Business Enterprise (DBE) plan development; data collection; 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 2026 or later.

**Figure 1 - Assumed Project Area for RWY 16R/34L North End Rehabilitation**



## Scope of Services

### 1. PROJECT MANAGEMENT (DATA COLLECTION, PRELIMINARY DESIGN, FINAL DESIGN & BIDDING SERVICES)

- 1.1. Project Scoping.** CONSULTANT will prepare the initial scope of services and attend two scoping meetings with COUNTY and FAA to discuss and refine the final scope of services. 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 services. 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 services 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 services under this contract.
- 1.5. FAA Coordination.** CONSULTANT will coordinate with the FAA project manager during the project via email, scheduled meeting and brief phone calls, as needed. One meeting to be held in FAA regional offices and sixteen (16) meetings to be held in-person at the Airport or virtually 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) for up to six (6) of the meetings. Each meeting is expected to be 1 hour long and include an additional 30 minutes for creating/distributing meeting agendas and notes for each meeting. Other FAA interactions are discussed in tasks that follow.
- 1.6. Tenant/Stakeholder Coordination Meetings.** CONSULTANT will prepare for, schedule, participate and document up to twelve (12) tenant or stakeholder coordination meetings during this phase. It is assumed that four (4) meetings will be held virtually via MS-Teams and the remaining eight (8) meeting will be in-person meetings held within 5 miles of the Snohomish County Airport. Each meeting is assumed to 60 minutes long with an additional 60 minutes budgeted for each meeting for scheduling and documenting each meeting. Up to three (3) CONSULTANT staff will participate in each meeting.
- 1.7. 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 2028, 2029 and 2030. Services 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. The parties reserve the right to modify the Scope of Services as to DBE, including associated Compensation in Schedule B, in the event of changed legal requirements or conditions relating to DBE."

**1.8. 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 6 subcontracts are expected *[survey, Geotech, Utility Locates, CCTV, Env and Engineering]*). A brief invoice status letter will be provided with each invoice. It is assumed that the duration of this task order will extend from May 2025 to March 2026 (11 months).

**1.9. Project Meetings and Teleconferences.** This scope of services assumes up to nine (9) project meetings with the COUNTY to discuss project management issues. Five of these meetings are assumed to be 1 hour or less in length and occur virtually using MS-Teams with up to 3 CONSULTANT staff participating. The remaining four (4) meetings are assumed to be held in the COUNTY's offices, as allowed under current public health guidelines, with 3 CONSULTANT staff in attendance for up to 2 hours. Twenty-two (22) biweekly virtual design team meetings are budgeted for internal team coordination. Each team meeting is assumed to be one hour long and involve up to ten (10) 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 (12 assumed)
- Schedule updates (8 assumed)
- Meeting agendas, meeting notes and telephone conversation records for important items.

## **2. DATA COLLECTION**

### **2.1. Existing Data Collection and Review**

**2.1.1.** 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**

**2.2.1.** 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 fieldwork elements
- Closure plan for airfield pavements, access roads as well as undeveloped areas.
- Safety
- Contact List for all entities that will be onsite. Up to four (4) subcontracted entities are expected to be onsite under the supervision of CONSULTANT. It is assumed that data collection will occur during between 4 and 6 mobilizations over a one (1) month period.

2.2.1.1. Two drafts and one final version of the plan are expected for each mobilization.

**2.2.2.** CONSULTANT will contract with a survey subconsultant to provide a final design level topographic survey of the PROJECT area and up to 1000 feet in each direction for the purposes of designing paving and grading to match to existing and utility connections, under the direction of CONSULTANT. Partial field oversight of survey subconsultant will be provided. Up to 32 hours are anticipated.

2.2.2.1. CONSULTANT will provide 3D Laser scanning for the full runway length and conventional land surveying of the project area to verify any additional utilities, pavement markings. The limits of collection will be verified by COUNTY. Accuracy will meet FAA mapping requirements.

2.2.2.2. 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 mapping requirements:

- 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.
- Location of existing utilities. Including electric, communication, gas, sewer, water, etc.
- Locate all property and lease lot lines for display on the project basemaps.

**2.2.3.** CONSULTANT will research existing CCTV coverage of existing gravity pipelines and conduct additional CCTV inspections as needed for the PROJECT area to confirm condition of existing storm drainage system pipes to be replaced by the project. It is assumed that 5 days of additional onsite CCTV inspection are included in this scope of services. CONSULTANT will subcontract for these services and provide full time field oversight of these services by a badged employee.

**2.2.4.** CONSULTANT will subcontract with up to four (4) subconsultants to conduct additional geotechnical investigations, pavement layer investigation via GPR and lab analysis of samples to determine pavement and subsurface conditions.

2.2.4.1. Up to twelve (12) additional corings/borings and subsurface investigations will be performed to determine the pavement layers and subsurface conditions. It is assumed that these services will require up to five (5) night mobilizations to accomplish the collection of the samples.

2.2.4.2. CONSULTANT will subcontract for pavement layer GPR investigation to attempt to confirm depth of problematic layers within the pavement rehabilitation area.

2.2.4.3. CONSULTANT will contract with an accredited laboratory to conduct laboratory testing of up to 48 samples collected from the borings. Each sample will be tested for gradation, moisture content, percent finer than 200 sieve, organic content and a minimum of three (3) CBR or resilient modulus tests will be conducted for the Project area.

**2.2.5.** CONSULTANT will evaluate existing electrical system and determine areas needing repairs.

### **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 CONSULTANT staff is assumed to discuss the memo prior to finalization.

## **Task 2 Deliverables:**

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

## **3. PRELIMINARY DESIGN (50%)**

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

**3.1.1.** CONSULTANT will develop the project from 20% pre-environmental concept to 50% 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 services. Each meeting is planned to be up to 60 minutes each, held virtually (via MS-Teams), each month. A total of four (4) meetings is anticipated with five (5) CONSULTANT staff participating each month.

### **3.2. Preliminary Design Development**

#### **3.2.1. Phasing and Construction Safety Phasing Plan (CSPP) Development**

3.2.1.1. CONSULTANT will develop up to three (3) phasing concepts for the portions of the work for review and approval of COUNTY based on the 20% design document approved in the previous phase. Assume six (6) sheets per concept.

3.2.1.2. CONSULTANT will develop temporary lighting and guidance requirements for two (2) displaced threshold locations during construction of this phase. Requirements for a temporary PAPI will be considered.

3.2.1.3. 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.

3.2.1.4. CONSULTANT will finalize the selected CSPP approach.

**3.2.2. Grading and Drainage Layout and Design Development.** CONSULTANT will prepare a preliminary (50%) stormwater design, underdrain system and infield area grading plan, including demolition of existing underdrain and storm facilities as well as maintenance/bypass of flow during construction. Prior to start of design, up to three (3) CONSULTANT staff will schedule/attend a predesign meeting with Snohomish County Planning and Design Services (PDS) to discuss/review stormwater detention and water quality requirements for conformance with current Snohomish County PDS Stormwater requirements. The meeting is assumed to be one (1) hour long and up to 4 (four) CONSULTANT staff will attend in person. A preliminary land disturbing activities (LDA) permit application and full drainage plan will be prepared at this level of design.

#### **3.2.3. Pavement Rehabilitation Design Development.**

3.2.3.1. CONSULTANT will analyze the findings of the geotechnical investigations and other available information to develop a pavement rehabilitation design for the PROJECT area. It is anticipated that this will be an 8-inch mill and replacement project with minimal areas requiring full-depth pavement replacement due to unsuitable conditions found during geotechnical investigations.

- 3.2.3.2. 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 pavement recommendations report.
- 3.2.3.3. Up to Four CONSULTANT staff will attend a preliminary pavement rehabilitation review meeting in COUNTY's offices, to discuss and assist COUNTY in selecting a preferred limits of rehab and pavement removals as well as geometric layout to further develop into a preliminary design (50%). The meeting duration is assumed to be 4 hours.
- 3.2.3.4. CONSULTANT will finalize the pavement rehabilitation design and prepare a brief technical memorandum to be included in the FAA Design Report.

#### **3.2.4. Airfield Electrical Design Development**

- 3.2.4.1. CONSULTANT will evaluate and layout the electrical improvements for the PROJECT area. It is assumed that no more than 20% of the existing conduits and conductors in the project area will require removal and replacement to address existing issues related to the age of the materials or impacts from revised infield grading. It is assumed that 100% of existing basecans in the shoulder paving will be rehabilitated with this project due to the depth of the rehabilitation. It is assumed that existing incandescent runway edge light fixtures will be removed and reinstalled on new basecans. The existing centerline lights and touchdown zone lighting will be assessed and re-installed on new basecans within the mill and overlay rehabilitation areas. No revisions to guidance signs or guidance systems is anticipated.
- 3.2.4.2. CONSULTANT will prepare preliminary (50%) electrical designs for Runway End Identifier Lights (REILS) and disabling of runway edge, centerline and Touchdown Zone (TDZ) lighting for two temporary displaced threshold locations. Information will be fed to the CSPP.

#### **3.2.5. Existing Utilities Evaluation and Replacement Design**

- 3.2.5.1. CONSULTANT will evaluate existing utilities within the project footprint and determine, with COUNTY assistance, whether these facilities should be removed, replaced or abandoned.
- 3.2.5.2. CONSULTANT will provide repairs/revisions for existing facilities to remain. Up to 36 hours of design support are included for existing utility revisions.

#### **3.2.6. Preliminary Plan Sheet Development**

- 3.2.6.1. CONSULTANT will prepare the necessary drawings to 50% design level, for submission to the client and FAA for review and comment. These drawings are expected to include the following:
  - Cover Sheet (1 sheet)
  - Index to Drawings and Abbreviations (1 sheet)
  - Summary of Quantities (1 sheet)
  - General Project Notes (1 sheet)
  - Construction Safety and Phasing Plans (8 sheets)
  - Temporary Displaced Threshold 1 Plans (4 sheets)
  - Temporary Displaced Threshold 2 Plans (4 sheets)
  - Erosion Control Notes and Plans (5 sheets)

- Existing Utility Plan (4 sheets)
- Demolition Notes and Legend (2 sheets)
- Demolition Plan & Details (6 sheets)
- Typical Sections (4 sheets)
- Geometry Plan (4 sheets)
- Grading and Drainage Plan (4 sheets)
- Drainage System Profiles (5 sheets)
- Drainage Details (6 sheets)
- Pavement Marking Plan & Details (6 sheets)
- Electrical Notes (1 sheet)
- Electrical Plans (4 sheets)
- Electrical Details (4 sheets)

Total Sheet Count: 75

**3.2.7. Technical Specifications** 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 – Contractor 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-209 – Crushed Aggregate Base Course
- P-401 – Hot-Mix Asphalt (HMA) Pavements
- P-603 – Emulsified Asphalt Tack Coat
- 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

- Total Specification Count: 32

**3.2.8. Prepare Preliminary (50%) Opinion of Construction Costs.** CONSULTANT will develop an AACEI Class 3 opinion of construction costs based on Preliminary (50%) Design. No more than four (4) work schedules are assumed.

**3.2.9. Prepare FAA Design Report.** CONSULTANT will prepare a Design Report according to the FAA requirements for a pavement rehabilitation project over \$1M. A draft version will be prepared for Airport review at 50% design level and will be finalized and submitted at the 90% level for review and approval of the Airport and FAA. One (1) draft version for this phase.

**3.3. 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 three-week review period is anticipated, with consolidated written review comments provided by COUNTY prior to the review meeting.

**3.4. Participate in Preliminary Design Review/Drawing Page-Turn Meeting.** Five (5) 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 6 hours long. CONSULTANT will prepare preliminary responses to review comments prior to review meeting, if possible.

**3.5. Support FAA Flight Check for Two Displaced Threshold Locations.** CONSULTANT and survey subconsultant will support the FAA Flight Check process for the implementation of two displaced threshold locations during the construction of this PROJECT. It is assumed that the team will provide up to 8 hours of field survey support from a two-person crew as well as two CONSULTANT staff members. COUNTY will provide all materials needed and CONSULTANT will provide direction and confirmation on locations for placement of markings and materials on the runway pavement for the flight check. CONSULTANT will support the flight check finalization process with to 32 additional office staff hours to complete the process.

#### **Task 3 Deliverables:**

- Preliminary Construction Safety and Phasing Plan
- Seventy-Five (75) Preliminary Design Drawings = 11"x17" sized in PDF format
- Preliminary FAA Special Provisions and Technical Specifications – total of 32 spec sections
- FAA Standard Design Report – One draft at 50% level.
- Class 3 opinion of construction costs
- Responses to review comments

## **4. ENVIRONMENTAL**

### **4.1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

**4.1.1.** CONSULTANT will prepare a Documented CatEx checklist if needed, documenting all required environmental impact categories. If additional NEPA support beyond this level is needed it will be considered EXTRA SERVICES and will be added by amendment or handled outside this CONTRACT.

### **4.2. WASHINGTON STATE ENVIRONMENTAL POLICY ACT (SEPA)**

**4.2.1.** CONSULTANT will participate in a SEPA planning meeting with Airport Environmental Staff concerning the timing and logistics for conformance to SEPA. The meeting is expected to be 2 hours long and held in-person at Airport offices with up to 4 CONSULTANT staff members in attendance.



**4.2.2.** CONSULTANT will prepare text and graphics needed to support a Washington State SEPA checklist for COUNTY review before submission and advertisement. Up to three iterations of the information and up to eighty (80) hours are assumed for this task.

**4.2.3.** Two agency/stakeholder meetings are included prior to submission of the SEPA document. Up to four (4) CONSULTANT staff will attend a public meeting held at the airport, as allowed under current public health guidelines. Meeting assumed to be 4 hours or less.

**4.2.4.** CONSULTANT will develop proposed improvements to meet current Snohomish County drainage code requirement for the preferred alternative to approximately 50% 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 to discuss project details and requirements. Four (4) CONSULTANT staff will participate in an in-person meeting at County PDS offices, which is assumed to be up to ninety (90) minutes long (scheduled by COUNTY).

### **4.3. Stormwater Drainage Design and Full Drainage Plan Development**

**4.3.1.** CONSULTANT will conduct calculations for stormwater design for the improvements included in the preferred alternative according to the current Snohomish County code (*July 2024 revision assumed*). Low impact development concepts will be used where feasible. It is expected that some sections of the existing drainage system will be replaced, while the remainder of the system will be retained.

**4.3.2.** CONSULTANT will perform a downstream analysis for the project up to ¼ mile downstream of the project site.

**4.3.3.** CONSULTANT will finalize the Snohomish County Drainage Plan, if required, including required drawings and calculations for Airport review. It is assumed that pavement underdrains will connect to the storm drainage outlet. Two draft submittals and one final submittal is included.

**4.3.4.** CONSULTANT will Finalize Snohomish County Land Disturbing Activities (LDA) permit for Airport review. One draft and one final submittal are included.

**4.3.5.** CONSULTANT will prepare a Stormwater Pollution Prevention Plan and Temporary Erosion and Sediment Control Plan for Airport review.

**4.4. Prepare Permit Set of Plans and Specifications.** CONSULTANT will make revisions to Drainage Plan; Stormwater Pollution Prevention Plan; Temporary Erosion and Sediment Control Plan; and Land Disturbing Activities (LDA) permit package from Airport Comments and prepare the 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.

#### **Task 4 Deliverables:**

- FAA Programmatic BA application, if required.
- Submittal package for SEPA checklist including graphics and text documentation.
- Meeting Agendas and Notes from meetings.
- Final Design Stormwater package (Full Drainage Plan and LDA Permit Application) for permits submission.

## **5. FINAL DESIGN (90%) SUBMITTAL**

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

**5.1.1.** CONSULTANT will develop the project from 50% to 90% 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 services. Each meeting is planned to be up to 60 minutes each, held virtually (via MS-Teams), each month on a recurring schedule. Up to five (5) meetings with five (5) CONSULTANT staff is assumed.

## **5.2. Final Design Development**

**5.2.1. Revise/Finalize Construction Safety and Phasing Plan.** CONSULTANT will revise a single CSPP alternative to reflect the evolution of project design. CONSULTANT will develop CSPP narrative document compliant with FAA Advisory Circular 150-5370-2G. CONSULTANT will participate in a construction phasing review with COUNTY to validate and guide the development of the final CSPP. Two virtual meetings are assumed, each up to two (2) hours each. Four (4) CONSULTANT staff members is assumed to participate.

**5.2.2. Revise Plans.** CONSULTANT will revise the plans to 90% complete and address all preliminary (50%) design comments. It is assumed that 10 additional plan sheets will be required at this stage.

### **5.2.3. Prepare Bidding Documents, Revise Special Provisions and Technical Specifications.**

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

- Invitation to Bid
- Instructions to Bidders
- General Conditions
- Project Proposal – CONSULTANT will modify the text to include all bid items, quantities and bid scheduled needed. Up to four (4) bid schedules are anticipated.
- Statement of Bidders Qualification
- Agreement
- Performance & Payment Bonds
- CONSULTANT's Declaration of Option for Management of Escrow Agreement

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

- Document Cover
- Table of Contents
- FAA Special Provisions

5.2.3.3. CONSULTANT will revise FAA Special Provisions and FAA Technical Specifications to 90% complete and address all preliminary (50%) design comments. It is assumed that 2 additional (new) spec sections will be found to be needed at this stage.

**5.2.4. Finalize FAA Design Report.** CONSULTANT will address all preliminary (50%) design comments before finalizing the FAA Design Report for submission to the FAA.

## **5.3. Prepare Final (90%) Design Opinion of Construction Costs.**

**5.3.1.** CONSULTANT will develop an AACEI Class 2 opinion of construction costs based on Final (90%) Design. No more than four (4) work (bid) schedules is assumed.

**5.4. 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.

**5.5. Prepare and Submit Final (90%) Design 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 three-week review period is anticipated, with consolidated written review comments provided by COUNTY prior to the review meeting.

- 5.6. Participate in Final (90%) Design Review/Drawing Page-Turn Meeting.** Five (5) CONSULTANT staff will attend a final design review meeting in COUNTY's offices, as allowed under current public health guidelines. The meeting is assumed to be 6 hours long. CONSULTANT will prepare preliminary responses to review comments prior to the review meeting, if possible.
- 5.7. Participate in FAA SRM Panel.** CONSULTANT will provide up to 40 hours of support in preparation for a Safety Risk Management Panel meeting for the Project, led by others. CONSULTANT will attend one (1) SRM Panel session, which is assumed to be 8 hours long with up to two (2) CONSULTANT staff in Airport Offices.

#### **Task 5 Deliverables:**

- Revised Construction Safety and Phasing Plan and Narrative
- Final FAA Design Report – in PDF format
- Final (90%) Design Drawings = 11"x17" sized in PDF format
- Final (90%) Design Level Bidding Documents, FAA Special Provisions and Technical Specifications
- Class 2 opinion of construction costs
- Responses to review comments

### **6. ISSUED FOR BID (IFB) DOCUMENTS PHASE**

#### **6.1. Prepare Final Bid Package**

- 6.1.1.** CONSULTANT will address 90% review comments and finalize up to eighty-five (85) plan sheets for public bidding.
- 6.1.2.** CONSULTANT will address 90% review comments and finalize the COUNTY Proposal Package for public bidding.
- 6.1.3.** CONSULTANT will address 90% review comments and finalize technical specifications, and all remaining sections required for FAA fully compliant bidding package.

#### **6.2. Prepare Opinions of Construction Costs.**

- 6.2.1. Engineers Estimate Level.** CONSULTANT will develop an AACEI 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.

- 6.3. 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

- 6.4. Prepare Issued For Bid (IFB) Set of Plans & Specifications.** Upon COUNTY/FAA approval to advertise, CONSULTANT will provide Snohomish County Purchasing Department with electronic files for uploading to the Builder's Exchange website. Up to four bid schedules are assumed to be used to provide alternative bidding to maximize work that can be awarded within the COUNTY's budget. A range of construction values 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 7 below).

### Task 6 Deliverables:

- 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 master drawings
  - Engineers Estimate (Class 1 opinion of construction costs) and construction cost range for bidding prior to bid opening.

## 7. BID SUPPORT

- 7.1. Support Builders Exchange** – CONSULTANT will interface with Builders Exchange to support the bidding processing, as requested.
- 7.2. Provide Technical Bid Question Support** – CONSULTANT will support Snohomish County Purchasing department with responses to technical questions during the bidding phase.
- 7.3. Prebid Meeting** – A pre-bid meeting will be held in Airport offices. Up to four (4) 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.
- 7.4. Addenda** – Four (4) bid addenda are assumed. CONSULTANT will support Snohomish County Procurement with four (4) bid document addenda.
- 7.5. Award Recommendation** – CONSULTANT will tabulate the bids for up to four bid schedules ( base bid and up to three additional alternatives) 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 7 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 4 Addenda documents – circulated to bidders by COUNTY
- A bid tabulation and award recommendation letter

## 8. RUNWAY REHAB NORTH - ON-CALL TASK

- 8.1. On Call Work** – CONSULTANT will provide additional pavement design, drainage design, airfield layout, or other design or support services as requested by COUNTY.
  - 8.1.1.** CONTRACTOR will provide project management services for on-call tasks as assigned.
  - 8.1.2.** This scope includes up to 530 hours of design support by CONTRACTOR. Individual on-call tasks will be authorized by email from COUNTY Project Manager. Emails to include scope summary, expected schedule and budget for each on-call task assignment.

## II. Assumptions

1. The Project will qualify for NEPA Categorical Exclusion (CATEX) under FAA. If NEPA support beyond an FAA programmatic biological assessment (documented CATEX) is required, the scope of services, budget, and schedule will need to be updated.
2. The project will be publicly bid in 2026 as a single construction project with up to four (4) separate bid schedules (base bid plus up to 3 additive alternatives).
3. CONSULTANT may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by COUNTY.
4. CONSULTANT will provide CAD drawings in AutoCAD at the conclusion of the services. 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 services starting.
5. Access onto private property will not be needed. Access to leasehold properties will be coordinated by COUNTY.
6. 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.
7. This scope includes up to 80 hours of design support for presentation materials and/or questions raised during the SEPA review process.
8. It is assumed that FAA will review 90% design deliverable and provide review comments within 3 weeks of transmission. FAA will provide timely review of final revisions and approval to advertise within 1 week.
9. 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.
10. A scope of services 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.

### END OF SCHEDULE A – SCOPE OF SERVICES

Schedule B  
Compensation

Estimated Level of Effort: Jacobs Engineering TEAM  
Palme Field - Rwy 16R 34L Rehab North Design and Bidding Services  
6/10/2025

6/10/2025

Estimated Level of Effort: Jacobs Engineering TEAM  
Palme Field - Rwy 16R 34I Rehab North Design and Bidding Services  
6/10/2025

6/10/2025



## **Addendum C**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its consultants, its subconsultants, 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 consultants, 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. 1681 *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).