

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: CCF03-21

Firm/Organization Legal Name (do not use dba's): Otak, Inc.		
Address 2828 Colby Avenue, Suite 401	Federal Aid Number N/A	
UBI Number 600 614 735	Federal TIN 91-1324129	
Execution Date The date of the last party to sign.	Completion Date December 31, 2023	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Design Services, Alderwood Mall Parkway		
Description of Work <i>Provide 100% design documents including, engineering analysis, environmental documentation (support) for three fish-passage culvert replacements, roadway storm drainage collection and conveyance, storm drainage detention, storm drainage water quality and LID facilities, and traffic signal improvements for the Alderwood Mall Parkway from State Route 525 Northbound On/Off Ramps to 168th Street SW.</i>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$ 834,865.00	

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between Snohomish County, a political subdivision of the State of Washington, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

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

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett, State: WA Zip: 98201
Email: Gidget.ames@snoco.org
Phone: 425-262-2360
Facsimile: N/A

If to CONSULTANT:

Name: Nico Vanderhorst, PE, Principal
Agency: Otak, Inc.
Address: 2828 Colby Avenue, Suite 401
City: Everett State: WA Zip: 98201
Email: nico.vanderhorst@otak.com
Phone: 425-739-4212
Facsimile: 425-827-9577

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett State: WA Zip: 98201
Email: gidget.ames@snoco.org
Phone: 425-262-2360
Facsimile: N/A

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

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

CONTRACT TEMPLATE ONLY

REVIEWED ONLY:

George B. Marsh
Deputy Prosecuting Attorney
Date: 07/28/2021

Exhibit A

Scope of Work

The CONSULTANT will prepare 60% and Final design documents as detailed in this Scope of Services for improvements to Alderwood Mall Parkway (AMP) from the SR 525 on-off ramps (south project limits) to 168th Street SW (north project limits). The basis (starting point and level of effort) for the 60% through Final design are the 30% design plans, construction quantities, documents and reports prepared by the AGENCY and transmitted to the CONSULTANT in May 2020. Anticipated improvements include approximately 1,700 linear feet of roadway widening and associated storm drainage and stream crossing infrastructure improvements.

The CONSULTANT's scope includes project management, preliminary engineering analyses/concepts and design, plans and details, estimates of probable construction costs, special provisions, and environmental documentation (support) for 60% and Final design of three fish-passage culvert replacements, roadway storm drainage collection and conveyance, storm drainage detention, storm drainage water quality and LID facilities, traffic signal and roadway illumination improvements. The CONSULTANT's scope is in support of roadway widening, new curb and gutter, sidewalks, curb ramps, retaining walls, striping and signing, and other associated roadway improvements being designed by the AGENCY.

The target for completing 60% design deliverables is 5 months following notice to proceed. The target for completing 90% design deliverables is approximately 6 months following receipt of 60% AGENCY review comments and notice to proceed with final design. The overall anticipated design and project administration schedule is approximately 18 months.

Services to be provided by the CONSULTANT will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The CONSULTANT will have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Scope of Services.

Services provided by the CONSULTANT consist of the following:

GENERAL SCOPE OF SERVICES

This scope of work describes the work elements to be accomplished by the CONSULTANT as summarized under each Task. This scope consists of the following work elements:

- Task 1 – Project Management and Coordination
- Task 2 – Data Collection and Review
- Task 3 – Survey and Basemapping
- Task 4 – Environmental Documentation and Support
- Task 5 – Geotechnical Coordination
- Task 6 – Utility Coordination
- Task 7 – Storm Drainage Design
- Task 8 – Culvert Analysis and Design
- Task 9 – Traffic Signal and Illumination Design
- Task 10 – Project File Management and Electronic Exchange of Data

Anticipated future project phases include Assistance during Bidding, and Design Services during Construction (DSDC).

This Scope of Services is defined in the tasks below:

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Project Administration

The CONSULTANT will provide overall coordination and direction of CONSULTANT and Sub-CONSULTANT (s) work to facilitate compliance with relevant design standards.

The CONSULTANT will provide project management and administration (including invoicing, monthly progress reports, and schedule updates) and coordination with AGENCY staff throughout the project's duration. The CONSULTANT will provide oversight, direction and management of the project team for execution of work as identified in this scope of services and will monitor the project budget and schedule. For budgeting purposes, the project duration is assumed to be 18 months.

The CONSULTANT will manage the schedule, scope, budget, and quality over the term of the Agreement. A progress report including project progress, upcoming work, schedule status and financial status will be included with each invoice. This work element is intended to help monitor costs and budgets, and to propose corrective actions. This may include formal scope and/or budget modifications if mutually agreed.

The CONSULTANT's Project Manager will maintain communication with the AGENCY's Project Manager and the CONSULTANT's Project Team via informal meetings, Teams meetings, telephone discussions, e-mail and other means mutually agreed.

1.2 Project Coordination Meetings

The CONSULTANT will organize project coordination meetings, establish agendas, request attendance, and prepare and distribute minutes of meetings within five (5) business days of each meeting.

The CONSULTANT will participate in a project kickoff meeting; in monthly project coordination meetings with the AGENCY (assume 12 meetings); in plan review meetings with the AGENCY (assume 3 meetings); and attend additional coordination meetings with AGENCY resource groups and staff on an as needed basis (assume 5 meetings). Project coordination meetings are anticipated to last approximately 1 hour each. Project review meetings are anticipated to last approximately 2 hours each. Utility coordination meetings are not included in this task.

Project Management/Quality Assurance/Quality Control Plan

The CONSULTANT will prepare a Project Management Plan. The Project Management Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. The Project Management Plan will include a Quality Assurance/Quality Control Plan that will summarize team requirements/actions to provide a high-quality work product to the AGENCY.

1.3 Project Schedule

The CONSULTANT will create, maintain, and submit a Microsoft Project schedule including milestones dates for each deliverable item, and will include AGENCY predecessor tasks (if provided by the AGENCY). The CONSULTANT will update and submit this schedule throughout the life of the project, periodically as necessary.

Assumptions:

- Project meetings will be held at the AGENCY offices, or on Teams.
- Project kickoff meeting will be held at OTAK's Everett office, or on Teams.

- The number of CONSULTANT's staff attending each meeting are approximately limited to those shown within the project level of effort (budgeting) spreadsheet.
- Hours required for quality control (checking) of all work products are included in the tasks under which those work products are scoped.

Deliverables:

- Project Meeting Agenda and Meeting Notes, when applicable (up to 21 meetings)
- Monthly Invoices and Progress Reports (up to 18 invoices)
- Draft and Final project work plan including the Quality Assurance plan (1 each)
- Initial Project Schedule (1) with project schedule updates (up to 5) as needed in Microsoft Project

Task 2 – Data Collection and Review

The CONSULTANT will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented, and digital photographs will be taken. The CONSULTANT will inventory significant features to be considered in design. This task will also include collection of existing codes, records, maps, reports, and other relevant information from the AGENCY; and review of 30% design documents provided by the AGENCY.

Deliverables:

- Site photographs and inventory (listing) of existing information, codes and design criteria to be referenced during design

Task 3 – Survey and Basemapping

Topographic survey basemaps and digital terrain model prepared by the AGENCY for use during design will be provided to the CONSULTANT in AutoCAD Civil3D format to support the design efforts by the CONSULTANT.

The CONSULTANT will review the AGENCY-provided survey and provide a listing to the AGENCY of any additional survey needs necessary to support the CONSULTANT's design efforts.

Deliverables:

- Listing of additional survey needs

Task 4 – Environmental Documentation and Support

The CONSULTANT will assist the AGENCY with environmental documentation as defined below.

4.1 Support for Environmental Documentation and Permitting

CONSULTANT will provide supporting data for environmental permit development by the AGENCY, based on 60% design development of the project. Additionally, CONSULTANT will provide limited review of environmental permit applications developed by the AGENCY. Review of the permit applications will be focused on verifying that the proposed improvements designed by the CONSULTANT are incorporated into the permit applications correctly. The CONSULTANT will provide one marked up set of permit application review comments to the AGENCY for their consideration.

Assumptions:

- The AGENCY will coordinate, create and apply for all environmental permits
- The AGENCY is proceeding with design and permitting as a federally funded project
- Supporting information provided by the CONSULTANT will generally be limited to design quantities, areas of existing and new impervious surfaces, flow control/water quality information, and culvert analyses and design data associated with the 60% and Final design development

- The level of effort to complete this task is limited to that allocated within the level of effort budgeting spreadsheet
- Environmental documentation and permitting support by the CONSULTANT beyond the 60% design completion stage is not anticipated, but may be provided as an additional service, if requested by the AGENCY.

Deliverables:

- One (1) marked up review copy of the AGENCY-provided draft environmental documents.
- Quantities and data defined above, formats as mutually agreed

4.2 Biological Evaluation

The CONSULTANT will provide documentation necessary for compliance with NEPA and Section 7 of the Endangered Species Act (ESA). A draft and final Biological Assessment will be completed and transmitted to the AGENCY to facilitate WSDOT Local Programs' informal consultation with the National Marine Fisheries Services (NMFS) to evaluate project impacts to ESA-listed species. The Biological Assessment will include water quality impacts analysis using WSDOT's Hi-Run model due to the anticipated increase in pollution generating impervious surfaces from the road widening. The final Biological Assessment will incorporate response to comments received from the AGENCY and WSDOT, as applicable.

Assumptions:

- Formal consultation with NMFS is not expected to be required for this project due to stormwater treatment and in water work occurring during an approved work window, when ESA-listed fish would not be potentially present.
- "No effects" are anticipated to species administered by the US Fish and Wildlife Service.

Deliverables:

- Draft and final Biological Assessment submitted to the AGENCY

4.3 Traffic Noise Analysis

The CONSULTANT will prepare a Noise Study Report consistent with WSDOT 2020 Traffic Noise Policy and Procedures.

Data Collection/Field Review

The CONSULTANT will conduct a field review of the project area to identify and verify noise sensitive land uses within the project limits. Additional time in this task will be devoted to the collection of roadway plans (both existing and proposed), traffic data, and other items as necessary to complete the work identified in the remaining tasks below.

Measurement of Existing Noise Levels

The CONSULTANT will conduct sound level monitoring at up to two (2) locations within the vicinity of the proposed project for the purpose of validating the Federal Highway Administration (FHWA) Traffic Noise Model (TNM). During the measurement periods, vehicles will be counted and classified, while also obtaining vehicle speeds using a handheld radar gun. These data will be used as input to the TNM, along with the site geometry, to determine if the model can "recreate" the sound levels measured in the field within a tolerance standard of +/- 2 dB(A). One (1) trip to the project corridor will be required for Task 2.

Traffic Noise Analysis

Once validated, the TNM will be used to predict existing, future no-build, and future build design year traffic noise levels at the identified noise sensitive land uses within the project limits. The future build, design year traffic noise levels will be compared to the Noise Abatement Criteria (NAC) as well as the existing noise levels to determine if traffic noise impacts will result from the operation of the project. This task assumes that future build, design year traffic noise levels will be predicted for one (1) build alternative. The analysis of additional alternatives will require a supplemental agreement.

Abatement Evaluation

Noise barriers will be evaluated as an abatement measure for noise sensitive land uses predicted to be experience traffic noise impacts as a result of the future build, design year condition. Additional abatement measures (traffic management, alignment modifications, etc.) will be qualitatively discussed in the Noise Study Report (NSR).

Documentation

The CONSULTANT will prepare a NSR that will outline the proposed project, methodology, and results of the analysis, including noise abatement recommendations, if any. It is assumed that two (1) Drafts and one (1) Final NSR will be prepared. Draft and Final reports will be submitted via electronic (PDF).

Assumptions:

- The analysis will be conducted in accordance with the Washington State Department of Transportation (WSDOT) Traffic Noise Policy and Procedures (2020).
- Traffic data for use in the noise analysis will be provided by the AGENCY. This may include data for nearby roadways other than Alderwood Mall Parkway. Forms outlining the required traffic data will be provided by the CONSULTANT.
- If noise abatement measures are determined to be potentially feasible and cost reasonable, the determination of engineering feasibility will ultimately be the responsibility of the AGENCY.

Deliverables:

- Noise Study Report (PDF)

Task 5 – Geotechnical Coordination

All geotechnical investigations and recommendations will be performed and provided by the AGENCY, or authorized agent of the AGENCY.

The CONSULTANT team will coordinate with the AGENCY in identifying locations where geotechnical investigations are required for culverts, storm drainage flow-control and LID facilities, and signal pole foundations for the proposed improvements. The investigations will provide design information related to groundwater, infiltration potential (for water quality), foundation recommendations, shoring recommendations, and signal pole foundation requirements within the project limits. The CONSULTANT team will provide culvert and stormwater facility locations and will identify locations where flow control and water quality facilities are planned to be located.

The CONSULTANT team will review the AGENCY-provided geotechnical report and inform the AGENCY of any additional geotechnical needs related to the CONSULTANT's design services.

Deliverables:

- Marked up plans with proposed culvert locations, signal pole locations, and stormwater facility locations for use by AGENCY in development of a geotechnical investigation plan
- Listing of additional geotechnical needs related to the CONSULTANT's design services

Task 6 – Utility Coordination

The AGENCY will coordinate with the various public and private utilities along the route. Coordination will include working with the utilities to allow for each to be included under the AGENCY's project permits and environmental documents.

The AGENCY will provide utility mapping data and CAD files to the CONSULTANT. The CONSULTANT will assist the AGENCY by reviewing the existing public utility information. The CONSULTANT's work tasks will include:

- Review of as-built record drawings provided by the AGENCY from utilities.
- Prepare a design that avoids conflicts with existing utilities where feasible and practical. If conflicts are unavoidable, or avoidance creates significant additional cost to the AGENCY and the design requires the relocation of existing utilities; the CONSULTANT will develop a list of known utility conflicts and input these to a AGENCY-provided spreadsheet, with conflict locations and proposed pothole locations to be investigated.

Assumptions:

- Incorporation of any utility franchise design, such as new or relocated waterlines, into the contract documents is not included in this scope of services and may be considered an Additional Service, if required.
- Undergrounding of overhead utilities lines is not anticipated.

Deliverables:

- Utility conflict EXCEL spreadsheet showing utility conflicts relevant to CONSULTANT's design elements at 60% and 90% design stages

Task 7 – Storm Drainage Design

7.1 Design Criteria

The drainage design will be developed using 2021 Snohomish County Engineering Design and Development Standards (EDDS), the 2021 edition of the Snohomish County Drainage Manual, and Snohomish County Code. The Department of Ecology (DOE) 2012 Low Impact Design Technical Guidance Manual for Puget Sound will also be used. Stormwater detention, and water quality treatment will be designed according to the 2016 Snohomish County Drainage Manual. Anticipated flow control and water quality treatment Best Management Practices (BMPs) for the project generally include underground detention vaults and/or tanks, open detention ponds, bioretention cells, compost amended slopes, Filterra units, and Modular Wetlands.

The CONSULTANT will use an HSPF (Hydrologic Simulation Program Fortran) model consistent with the Snohomish County Drainage Manual to analyze pre-and post-project flows within the project limits, and to develop and size flow control, water quality treatment, LID, and collection/conveyance facilities.

7.2 Threshold Discharge Area (TDA) Maps

The CONSULTANT will develop threshold discharge area (TDA) maps. The maps will show existing drainage features and patterns within the project corridor. They will also identify TDA boundaries including the quarter-mile flow paths used in determining each TDA. The maps, produced by the CONSULTANT, will be prepared using aerial and GIS mapping background provided by the AGENCY and show critical areas such as wetlands and streams as delineated by the AGENCY.

The CONSULTANT will provide the TDA Maps to the AGENCY for one draft and one final review. The CONSULTANT will provide one draft and one final revision. These TDA maps will include:

- Threshold discharge area boundaries for each basin
- Hatched or colored areas for new PGIS, replaced PGIS, new NPGIS, and pervious surface
- Downstream discharge flow paths (1/4-mile distance)
- Wetlands, streams, riparian areas and other critical areas (mapped and provided by the AGENCY)
- Existing water wells and drain fields (mapped and provided by the AGENCY)

Assumptions:

- Based on AGENCY-provided 30% design data, four (4) TDA's exist within the project limits
- Two of the four TDA's contain sufficient additional impervious (roadway widening plus sidewalk) surfaces to trigger flow control and water quality facilities.

Deliverables:

- One (1) electronic PDF copy and (1) AutoCAD file of the draft and final 60% design TDA Maps and surface area tabulations

7.3 Downstream Analysis

The CONSULTANT will conduct a downstream analysis for each TDA extending a quarter mile downstream/down-gradient of the project right-of-way limits for each of the TDAs identified. The downstream analysis will be performed as described in the Snohomish County Drainage Manual, Vol. 1, Section 3.3. Each analysis will include a review of AGENCY Drainage Inventory Maps, Drainage Needs Report, recent drainage complaint documentation provided by the AGENCY, and a visual assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for each of the downstream drainage conveyance systems associated with the project. Representative photographs will be taken, and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The CONSULTANT will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This scope and budget do not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service if requested by the AGENCY.

The CONSULTANT will review AGENCY-provided basin maps, perform a visual inspection of the upstream contributing basin area of the site, and provide an estimate of the area draining to the site. This scope and budget does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service if requested by the AGENCY.

Assumptions:

- The CONSULTANT will review up to four (4) TDA downstream routes.
- The downstream analysis field work and visual inspection of the upstream contributing basin areas will be conducted on the same site visit. Field work to complete these tasks for the four (4) TDAs will be limited to 16 staff hours.
- The downstream investigation assumes the AGENCY will provide all Rights of Entry for affected parcels. Rights of Entry documents will be acquired by the AGENCY prior to the scheduled time for the work. If a Right of Entry cannot be acquired in time or at all, the AGENCY in consultation with the CONSULTANT will determine if it is necessary to secure it to continue the work.

Deliverables:

- One (1) electronic PDF copy of the draft and final 60% design Offsite Analysis to be included as a chapter in the Drainage Report and Hydraulic Report.

7.4 Change in Land Cover Area Maps

The AGENCY has previously prepared maps identifying existing and proposed impervious areas that were submitted in the 30% Design Report for the preferred roadway alternative. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for detention, retention, and stormwater quality treatment. TDA boundaries, based on roadway high points, conveyance system configuration, and adjacent streams are identified on these maps. 30% design TDA mapping boundaries will be verified by the CONSULTANT, used and updated as a basis for 60% TDA boundaries.

Deliverables:

- One (1) electronic PDF copy of the Change in Land Cover Maps and corresponding table of change in land cover areas. These maps will include:
 - Existing Pollution Generating Impervious Area and Non-Pollution Generating Impervious Area Maps (approximately 10 sheets)
 - Proposed Pollution Generating Impervious Area, Replaced Impervious Area and Non-Pollution Generating Impervious Area Maps (approximately 10 sheets)
 - Tables identifying the different types of impervious surfaces

7.5 Stormwater Quality Treatment Alternatives for Roadway Widening

The CONSULTANT will prepare conceptual design level layout drawings and calculations for stormwater quality treatment facilities associated with roadway widening. Hydraulic analysis/sizing will utilize the latest edition of MGS Flood or WWHM, a HSPF-based continuous runoff model. Preferred water quality concepts will be identified and coordinated in advance of the

analysis with the AGENCY.

Assumptions:

- Budget is based on conceptual design of up to two (2) water quality treatment facilities in each of two (2) TDA's triggering water quality treatment requirements.

Deliverables:

- Conceptual design level layout drawings and calculations for up to four (4) stormwater quality treatment facility concepts

7.6 Stormwater Flow Control Alternatives for Roadway Widening

The CONSULTANT will prepare conceptual design level layout drawings and calculations for stormwater flow control (detention) facilities associated with roadway widening. Hydraulic analysis/sizing will utilize the latest edition of MGS Flood or WWHM, a HSPF-based continuous runoff model. Preferred flow control concepts will be identified and coordinated in advance of the analysis with the AGENCY.

Assumptions:

- Budget is based on conceptual design of up to two (2) detention facilities in each of two (2) TDA's triggering flow control requirements.

Deliverables:

- Conceptual design level layout drawings and calculations for up to four (4) stormwater flow control (detention) facilities

7.7 Alternatives for Existing Detention Pond Reconfiguration

A detention pond exists at the northwest corner of 168th Street SW on private property owned by Alderwood Self Storage. The pond will likely be impacted by replacement of the Box Spring Creek Culvert, potentially requiring reconfiguration of the pond. The pond is old and was most likely designed and built utilizing now-outdated storm drainage analysis and pond sizing requirements.

The CONSULTANT will prepare up to two (2) concepts (drawings and volumetric calculations) demonstrating how the pond may be reconfigured or placed in a vault to approximately accomplish the same (existing) pond depth and volume – utilizing the existing (or equivalent) pond control/outflow structure – thus approximately maintaining the storage and outflow characteristics of the existing flow control facility. These concepts will be coordinated with Box Spring Creek culvert concepts and alternatives.

Assumptions:

- The existing pond will not be upgraded to current volumetric and outflow control drainage design standards.
- The AGENCY will provide measurements, geometry, elevations, sizes and diameters of the existing detention pond and outlet control structure.
- It is assumed that the existing detention pond will either be reconfigured as an open storage pond with walls, or will be reconfigured with underground storage for the purpose of 60% and Final design.

Deliverables:

- Up to two (2) concepts (drawings and volumetric calculations) of pond reconfiguration.

7.8 Stormwater Alternatives Technical Memorandum

The CONSULTANT will prepare a Stormwater Alternatives Technical Memorandum summarizing the results, relative construction costs, advantages and disadvantages of stormwater treatment and flow control concepts analyzed above. The CONSULTANT will recommend a preferred concept for each applicable TDA. Based on this memorandum, the AGENCY will ultimately select preferred storm water quality and flow control concepts.

Deliverables:

- Stormwater Alternatives Technical Memorandum (PDF)
- Summary of water quality and flow control calculations for each alternative
- Concept drawings of flow water quality and flow control alternatives for each alternative
- Summary of existing flow control pond reconfiguration concepts
- Comparison of water quality and flow control alternatives

7.9 Conveyance Pipe Calculations

CONSULTANT will prepare 60% level storm pipe conveyance capacity calculations for selected critical-node downstream pipe segments within the road project. Calculations will include maximum design flow rate, flow capacity, and velocity.

Deliverables:

- Critical Node Conveyance Calculations (to be included in Drainage Report).

7.10 Gutter Flow Calculations

The CONSULTANT will conduct a limited gutter flow analysis. Analysis will be limited to two areas agreed upon by both the CONSULTANT and the AGENCY. The WSDOT spreadsheet or an equivalent spreadsheet will be used for the analysis. Results of the analysis will be included in the Drainage Report.

Deliverables:

- Gutter Flow Calculations (to be included in the 60% Drainage Report).

7.11 Stormwater Pollution Prevention Plan

The CONSULTANT will prepare a Draft 60% Stormwater Pollution Prevention Plan (SWPPP) for the project. The SWPPP will be prepared in accordance with Snohomish County and Department of Ecology guidelines and requirements. The SWPPP will include supporting figures and applicable calculations. It is anticipated that the Draft SWPPP will be integrated into the Draft 60% County Drainage Report as an attachment.

After receiving comments from the AGENCY on the Draft 60% SWPPP, the CONSULTANT will assemble a Final SWPPP incorporating responses to the AGENCY's comments. The Final SWPPP will be integrated into the Final 60% County Drainage Report and/or Project Specifications as an attachment.

Deliverables:

- Draft 60% Stormwater Pollution Prevention Plan – PDF format
- Incorporate response to 60% AGENCY review comments
- Final Stormwater Pollution Prevention Plan – PDF format

7.12 County Drainage Report

The CONSULTANT will assemble a Draft 60% County Drainage Report. The report will include a written assessment and summary of the surface water design features on the project, summary of tables, Site Assessment Maps, Offsite Analysis, Change in Land Cover Maps, Stormwater Quality Treatment Calculations, Stormwater Flow Control Calculations, Pipe Conveyance Calculations, Gutter Flow Calculations, and supporting exhibits. This report is inclusive of all drainage elements defined within the 60% plans.

After receiving comments from the AGENCY on the Draft 60% County Drainage Report, the CONSULTANT will assemble a Final County Drainage Report. This report is inclusive of response to the AGENCY's 60% comments, and design refinements occurring between the 60% and 90% design stages.

Deliverables:

- Draft 60% County Drainage Report – three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats
- Incorporate response to 60% AGENCY review comments
- Final County Drainage Report – three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats

7.13 60% Drainage Plans

The CONSULTANT will prepare 60% level plans for proposed storm drains, pipes, flow control facilities, water quality and LID facilities. Plans will be prepared to current Snohomish County standards. Plans will be prepared at a horizontal scale of 1" = 20 feet and a vertical scale of 1" = 5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Review comments will be addressed and incorporated into the 90% plans.

Deliverables:

- 60% Storm Drainage Facility Design and Plans
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- 60% Quantities and Estimate of Probable Construction Cost
- Listing of Special Provisions

7.14 90% Drainage Design Plans

The CONSULTANT will advance the design and prepare 90% level construction-ready plans, details, bid items, quantities, special provisions, and estimate for detailed review by AGENCY staff. The CONSULTANT will incorporate response to comments from 60% AGENCY review. The design documents will be prepared to the level of competency presently maintained by practicing professionals in the field of civil, transportation, fish passage, and storm drainage engineering in Washington State. Design documents will include the following:

Assumptions:

- Flow control/detention facilities associated with roadway widening will consist of up to two (2) underground detention vaults, and associated flow control appurtenances, located within the County right-of-way.
- Detention vaults will be precast, and structural design of precast units (top, sides and bottom) will be manufacturer-provided. The CONSULTANT will provide performance specifications to be used by the manufacturer.
- Water quality facilities will consist of underground mechanical filtration-based devices (Filterra, Modular Wetland, or similar) located along the roadway.
- The existing detention pond at Box Springs Creek will consist of an open storage pond with walls, and/or underground storage vault to provide similar storage volume to existing conditions.
- Significant variation from the above assumptions requiring increased design effort may entitle the CONSULTANT to additional/supplemental design budget, as mutually agreed.

Deliverables:

- Incorporate response to 60% AGENCY review comments
- 90% Storm Drainage Facility Design and Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- List of applicable AGENCY and WSDOT Standard Details
- 90% Bid Items, Quantities, and Estimate of Probable Construction Cost
- 90% Special Provisions

7.15 99% and Final Drainage Design PS&E (Final Bid Ready Documents)

The CONSULTANT will prepare 99% construction-ready plans, bid items, quantities, special provisions, and estimate (PS&E)

incorporating responses to 90% PS&E comments from the AGENCY. The CONSULTANT will transmit 99% bid documents to AGENCY for final review. It is assumed the AGENCY's review at this stage is to verify that comments transmitted at the 90% completion stage were addressed and incorporated into the 99% documents, as mutually agreed, and no additional comments are anticipated at this stage.

The CONSULTANT will then prepare and transmit Final (sealed/stamped and signed) construction (Bid-ready) plans, bid items, quantities, special provisions, and estimate (PS&E), incorporating responses to 99% PS&E comments, to the AGENCY for reproduction and bid advertisement.

The AGENCY will provide reproduction of Construction/Bid Documents, and will transmit 4 half-size copies of plans to the CONSULTANT.

Deliverables:

- Incorporate response to 90% AGENCY review comments
- 99% Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Storm Drainage Design (electronic PDF file format)
- Incorporate response to 99% AGENCY review comments
- Final (sealed/stamped and signed) Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Storm Drainage Design (electronic PDF file format)

Task 8 – Culvert Analysis and Design

8.1 Geomorphic Assessment

The CONSULTANT will review the AGENCY's bankfull width memorandum, as well as other available data and information for the three stream crossings. CONSULTANT personnel will compile and review available data and background information applicable to the crossing sites. This may include information such as historical aerial photographs, Government Land Office (GLO) maps, LiDAR imaging, surficial geology, FEMA flood maps, DNR hydrography information, topographic survey, and soils information.

A geomorphic field assessment will be conducted by CONSULTANT personnel. This assessment includes qualitative and/or quantitative evaluations of bed material (type), particle size distribution (pebble counts), sediment transport setting, channel morphology, large woody material (LWM) occurrence, channel migration potential, riparian conditions, bankfull widths, beaver activity and man-made channel alterations/constraints and hydraulic controls. Conditions will be evaluated upstream and downstream of the crossings, and within the reference reach, if applicable. This field data will be used to inform the design of:

- Bed material characteristics
- Channel geometry dimensions and bed slope
- Channel morphology
- Reach-scale channel processes including sediment sources, deposition and erosion
- Relative abundance of large and small woody material and their effects on channel stability and planform

The CONSULTANT will prepare a Geomorphic Assessment Memorandum. This memorandum will summarize the existing geomorphic conditions at the site and within the reference reach, if applicable, based on the background data review and field data collection. In addition, this memorandum will provide the geomorphic recommendations to support the culvert designs including recommended bed material sizing, channel dimensions and planform, bed slope, and large woody material. The AGENCY's bankfull width memorandum will be attached as an appendix to this memorandum.

Assumptions:

- The field data collection for the geomorphic assessment is assumed to be limited to two days of field work. Up to two reference or design reaches will be identified, one for the Box Springs Creek, and one for the two unnamed tributaries. Up to two pebble counts are assumed to be collected for each of the three streams. One draft and final Geomorphic Assessment Memorandum will be prepared to address and document all three stream crossings.

- The AGENCY will provide right-of-entry from the property owners to perform the required geomorphic field work along the three stream crossings (assumed as 200' upstream and 200' downstream of the road crossing).

Deliverables:

- Geomorphic Assessment Memorandum (Draft and Final, electronic PDF file format)

8.2 Conceptual Culvert and Stream Alternatives Analysis

The CONSULTANT will develop up to three alternative concepts for the Box Spring Creek crossing. One preliminary concept exhibit will be prepared for each of the two unnamed tributary crossings. Information collected from the desktop review and field assessment for targeted fish species, fish access, and potential habitat gain will be used to develop the potential alternatives for the stream crossings and habitat improvements. The proposed alternatives will follow guidelines from the WDFW Water Crossing Design Guidelines for stream simulation culverts where appropriate. The alternative concepts will include:

- Description of each alternative
- An alternative matrix with evaluation criteria
- A preliminary exhibit for each alternative, showing the stream horizontal alignment and vertical profile
- Planning level cost estimate
- Fish Passage Culvert Replacement Alternatives Analysis Technical Memo

The evaluation criteria for the alternative matrix will include fish passage and habitat, conveyance and flood reduction, structure type and size, potential utility relocation, environmental impacts and permitting, and cost. A recommendation will be provided for the preferred alternative for the Box Springs Creek crossing. The preliminary concepts for the two unnamed tributaries will be summarized in the Alternatives analysis technical memorandum.

The preferred alternative selected by the AGENCY will be advanced into the 30% design submittal.

Assumptions:

- A geotechnical engineering report will be provided by the AGENCY to support the three culvert replacements. The geotechnical report will provide recommendations for culvert foundations, backfill material and compaction criteria, anticipated groundwater levels, and construction considerations such as temporary excavation slopes, and shoring. The AGENCY will provide an anticipated dewatering conditions memo to be used for construction dewatering system design for the three culvert replacements.

Deliverables:

- Fish Passage Culvert Replacement Alternatives Analysis Technical Memo and Alternatives Matrix (Draft and Final, electronic PDF file format)

8.3 Hydraulic Modeling

The CONSULTANT will complete hydraulic analyses of the existing and proposed conditions to evaluate the hydraulic conditions as a result of the project.

The existing conditions and proposed conditions will be modeled using either the Federal Highway Administration (FHWA) and U.S. Bureau of Reclamation's SRH-2D software (2020), or the U.S. Army Corps of Engineers HEC-RAS 2-D (2019) software to evaluate hydraulic conditions for the preliminary design.

It is assumed that the model domain will extend approximately 200' upstream and 200' downstream of the road crossing based on topographic survey data. Steady-state inflow boundary conditions will be used based on HSPF modeled peak flows or flow duration curves, and the models will be run over a long enough simulation time to establish steady-state hydraulic grade lines.

The evaluation of the hydraulic conditions from existing to proposed conditions will include the change in water surface elevations, depths, velocities, shear stresses, potential upstream and downstream impacts from improving conveyance. The

proposed water surface elevations will be used to establish the minimum height for the culvert replacement based on freeboard and debris clearance. The velocity results will be used to inform the design about potential fish-passage conditions, stream channel stability, and wood structure placement for the stream improvements.

A stable channel analysis will be performed following accepted methods in WDFW guidelines for stream simulation culverts and habitat restoration guidelines. Using results from the hydraulic analysis, The CONSULTANT will perform calculations to understand the vertical and lateral stability of the existing channel and how the stability might be affected by the proposed design. Modified shear stress calculations will be performed to identify the range of flows over which the bed material will be mobile. The reach-average stream power from the existing and proposed conditions hydraulic model results will be compared to understand potential areas of erosion or sediment deposition in the stream channel post-project.

The results of the analysis will be used to confirm bed material gradation, and stable channel dimensions and gradient for the stream simulation culvert.

The WSDOT Log Metrics Calculator spreadsheet will be used to compare the proposed wood design to target wood volumes. Wood stability calculations will be performed using the USFS Computational Design Tool for Evaluating the Stability of Large Wood Structures, version 1.2.

Scour calculations will be performed at the culvert crossing for the design event (100-year flow), and check event (500-year flow), in accordance with the FHWA Hydraulic Engineering Circular (HEC) 18, Evaluating Scour at Bridges.

The CONSULTANT will prepare hydraulic memorandum that summarizes the findings and conclusions from the hydraulic analysis. The memorandum will summarize the following topics:

- Hydrologic flow rates used in the hydraulic analyses
- Hydraulic conditions including water surface elevations, depths, and flow velocities under existing and proposed conditions
- Potential impacts to upstream and downstream properties, including changes to flows, velocities, and water surface elevations
- Channel stability calculations
- Potential areas of channel erosion, sediment deposition
- Calculated scour depths at the culvert crossing (100-year, and 500-year event)

A draft and final Hydraulic Analysis Memorandum will be submitted to the AGENCY. The final hydraulic analysis memorandum will be sealed by a Professional Engineer licensed in the State of Washington.

Assumptions:

- The AGENCY will provide topographic survey and mapping for the three streams from approximately 200' upstream, to 200' downstream of each culvert crossing. Surveyed stream topographic features will include channel thalweg, toe of bank, top of bank, and other slope breaks, with a minimum cross section spacing of every 25 feet along the channel. Channel thalweg profile will be surveyed a minimum of every 5 feet along the channel.
- The AGENCY has performed the bankfull width concurrence meeting with WDFW and the Tribes. The AGENCY will provide the bankfull width memorandum for the three streams for CONSULTANT use in the design of the proposed culverts.
- The AGENCY will provide the hydrologic analysis and documentation memo for the three stream reaches. The hydrologic documentation will consist of drainage basin characteristics, return period peak flows, and flow duration curves for the three stream crossings, under existing and proposed conditions, at a minimum. Any predicted flows for climate change will be included, if applicable.
- It is assumed that the hydraulic model domain will extend approximately 200' upstream and 200' downstream of the road crossings based on topographic survey data.
- Velocities and stream power will be used to perform a qualitative assessment of potential erosion and deposition under proposed conditions, and no quantitative sediment transport calculations will be performed.

Deliverables:

- Hydraulic Analysis Memorandum (Draft and Final, electronic PDF file format)
- Hydraulic Model Files (SRH-2D or HEC-RAS 2D electronic file format)

8.4 30% Culvert and Stream Plans

The CONSULTANT will prepare 30% level plans for the preferred alternative culvert replacement. Plans will be prepared to current Snohomish County standards. Plans will be prepared at a horizontal scale of 1" = 20 feet and a vertical scale of 1" = 5 feet. The 30% plans will include a plan and profile, and a typical culvert and stream section. Review comments will be addressed and incorporated into the 60% plans.

Deliverables:

- 30% Culvert and Stream Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included

8.5 60% Culvert and Stream Plans

The CONSULTANT will prepare 60% level plans for the culvert replacement. Plans will be prepared to current Snohomish County standards. Anticipated drawings include culvert plans, profiles, cross sections, and preliminary details. Plans will be prepared at a horizontal scale of 1" = 20 feet and a vertical scale of 1" = 5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Review comments will be addressed and incorporated into the 90% plans.

Deliverables:

- Incorporate response to 30% AGENCY review comments
- 60% Culvert and Stream Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- 60% Quantities and Estimate of Probable Construction Cost
- Listing of Special Provisions

8.6 Culvert and Stream Structural Plans (Alternatives, 30%, and 60%)

The CONSULTANT will provide plan details and costs for the preferred culvert, foundation, headwalls, wing walls (if applicable), and stream channel retaining walls (if required) at the 30%, and 60% design levels. Design will consist of evaluating structural capacity of the preferred culvert foundation type, as well as soil-structure interaction using spread footings if a three-sided structure is proposed. Design will also include headwall and wing wall layout and materials where applicable. Construction phasing for temporary bypass roads or schematic temporary bridges will be included with the 60% design.

Assumptions:

- Structural reinforcement for the culvert replacement structure or any temporary road bypass structure will be contractor-designed. No structural calculations will be prepared for the 30% or 60% design.
- Fish passage culverts will be precast four-sided structures, and structural design of precast units (top, sides, bottom and wings) will be manufacturer-provided. The CONSULTANT will provide performance requirements to be used by the manufacturer.
- Stream channel retaining walls (if required) are limited to the area upstream of the Box Springs Creek culvert, associated with potential stream re-profiling/grading. Design of stream channel retaining walls are assumed not to exceed a distance of 300 linear feet along one side of the stream channel, and not exceeding an exposed height of 10 feet. Retaining wall type is assumed to be (one of the following) soldier pile, sheet pile, reinforced concrete, or structural earth.
- Structural evaluation of existing retaining walls (related to proposed stream design) along the northern side of Box Springs Creek is not included, but may be provided as an additional service if necessary.
- Shoring, if needed, will be consistent with WSDOT Standard Specifications Section 2-09.3(3)D, and will be contractor-designed.

Deliverables:

- 60% Culvert Structural Plans (electronic PDF file format)
- 60% Stream Channel Retaining Wall Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- 60% Quantities and Estimate of Probable Construction Cost
- Listing of Special Provisions

8.7 Fish Passage Basis of Design Memorandum

The CONSULTANT will prepare the Fish Passage Basis of Design memorandum in the format of the Snohomish County template. The memorandum will utilize technical information prepared as part of other tasks within the Scope of Services. The final Fish Passage Basis of Design memorandum shall be sealed by a Professional Engineer licensed in the State of Washington. The fish passage basis of design memorandum will include, as a minimum:

- Project site and reach conditions
- Culvert design methodology
- Proposed culvert geometry
- Streambed material gradation
- Attachments, including bankfull width memorandum, geomorphic assessment, hydrologic analyses, preliminary hydraulic analyses, and streambed material calculations

The CONSULTANT will submit the draft memorandum to the AGENCY for review and comment. After AGENCY review and comment, a final memorandum will be completed and submitted.

Deliverables:

- Fish Passage Basis of Design Memorandum (Draft and Final, electronic PDF file format)

8.8 90% Culvert and Stream Plans

The CONSULTANT will advance the design and prepare 90% level construction-ready plans, details, bid items, quantities, special provisions, and estimate for detailed review by AGENCY staff. The CONSULTANT will incorporate response to comments from 60% AGENCY review. The design documents will be prepared to the level of competency presently maintained by practicing professionals in the field of civil, transportation, fish passage, and storm drainage engineering in Washington State. Design documents will include the following:

Assumptions:

- The proposed fish passage culverts are assumed to be less than 20 feet in width. The streambed design within the culvert is assumed to include details for boulders to incorporate a meandering thalweg. Designing for wood placement or anchoring within the culverts is not included in this scope.
- Stream design (realignment and grading) outside of culverts is limited to a distance of up to 600 feet upstream of Box Springs Creek, 200 feet upstream of the culverts for the two unnamed tributaries, and up to 200 feet downstream of all three fish passage culverts.
- Design of retaining walls, if necessary to support stream improvements upstream and downstream of culverts, will be provided by the AGENCY, or may be provided as an additional service by the CONSULTANT if requested.
- Design of landscaping/mitigation, if necessary for stream improvements, will be provided by the AGENCY, or may be provided as an additional service by the CONSULTANT if requested.
- Significant variation from the above assumptions requiring increased design effort may entitle the CONSULTANT to additional/supplemental design budget, as mutually agreed.

Deliverables:

- Incorporate response to 60% AGENCY review comments
- 90% Culvert and Stream Design and Plans (electronic PDF file format)

- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- List of applicable AGENCY and WSDOT Standard Details
- 90% Bid Items, Quantities, and Estimate of Probable Construction Cost
- 90% Special Provisions

8.9 90% Culvert and Stream Structural Plans

The CONSULTANT will advance the design and prepare 90% level construction-ready plans, details, bid items, quantities, special provisions, and estimate for detailed review by AGENCY staff. The CONSULTANT will incorporate response to comments from 60% AGENCY review. The design documents will be prepared to the level of competency presently maintained by practicing professionals in the field of civil, transportation, fish passage, and storm drainage engineering in Washington State. Design documents will include the following:

Assumptions:

- Fish passage culverts will be precast four-sided structures, and structural design of precast units (top, sides, bottom and wings) will be manufacturer-provided. The CONSULTANT will provide performance specifications to be used by the manufacturer.
- Design of roadway-supporting retaining walls adjacent-to or-above culverts and wing walls will be provided by the AGENCY. This also applies at locations where existing roadway retaining walls must be removed and reconstructed for culvert construction.

Deliverables:

- Incorporate response to 60% AGENCY review comments
- 90% Culvert Design Structural Plans (electronic PDF file format)
- 90% Stream Channel Retaining Wall Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- List of applicable AGENCY and WSDOT Standard Details
- 90% Bid Items, Quantities, and Estimate of Probable Construction Cost
- 90% Special Provisions

8.10 99% and Final Culvert and Stream Design PS&E (Final Bid Ready Documents)

The CONSULTANT will prepare 99% construction-ready plans, bid items, quantities, special provisions, and estimate (PS&E) incorporating responses to 90% PS&E comments from the AGENCY. The CONSULTANT will transmit 99% bid documents to AGENCY for final review. It is assumed the AGENCY’s review at this stage is to verify that comments transmitted at the 90% completion stage were addressed and incorporated into the 99% documents, as mutually agreed, and no additional comments are anticipated at this stage.

The CONSULTANT will then prepare and transmit Final (sealed/stamped and signed) construction (Bid-ready) plans, bid items, quantities, special provisions, and estimate (PS&E), incorporating responses to 99% PS&E comments, to the AGENCY for reproduction and bid advertisement.

The AGENCY will provide reproduction of Construction/Bid Documents, and will transmit 4 half-size copies of plans to the CONSULTANT.

Deliverables:

- Incorporate response to 90% AGENCY review comments
- 99% Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Culvert and Stream Design (electronic PDF file format)
- Incorporate response to 99% AGENCY review comments
- Final (sealed/stamped and signed) Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Culvert and Stream Design (electronic PDF file format)

Task 9 – Traffic Signal and Illumination Design

9.1 WSDOT Design Documentation

The CONSULTANT will provide design documentation related to the traffic elements of the project, as required for WSDOT project approval, including the Summary of Design and Closed Pedestrian Crossing Documentation. Design documentation will be prepared and submitted with the 60%, 90%, and Final Plan Submittals. The CONSULTANT will incorporate responses to comments into each subsequent submittal.

Deliverables:

- Summary of Design (3 submittals)
- Closed Pedestrian Crossing Documentation (3 submittals)

9.2 60% Traffic Signal and Roadway Illumination Design

The CONSULTANT will prepare 60% level plans for proposed traffic signal and roadway illumination design to depict the proposed traffic signal and roadway illumination improvements at the SR 525 on-off ramps. Review comments will be addressed and incorporated into the 90% plans. The 60% design submittal is anticipated to include the following traffic signal and illumination plan sheets and deliverables:

Assumptions:

- The basis (starting point and level of effort) for the 60% design are the 30% design plans, construction quantities, documents and reports prepared by the AGENCY and transmitted to the CONSULTANT in May 2020.

Deliverables:

- 60% Traffic Signal and Roadway Illumination Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- Traffic Signal and Roadway Illumination Calculations
- 60% Estimate of Probable Construction Cost
- Listing of Special Provisions

9.3 90% Traffic Signal and Roadway Illumination Design

The CONSULTANT will advance the design and prepare 90% level construction-ready plans, details, bid items, quantities, special provisions, and estimate for detailed review by AGENCY staff. The CONSULTANT will incorporate response to comments from 60% AGENCY review. The design documents will be prepared to the level of competency presently maintained by practicing professionals in the field of civil, transportation, fish passage, and storm drainage engineering in Washington State. Design documents will include the following:

Deliverables:

- Incorporate response to 60% AGENCY review comments
- 90% Traffic Signal and Roadway Illumination Plans (electronic PDF file format)
- See “**Anticipated Plan Sheet List**” for summary of plans to be included
- List of applicable AGENCY and WSDOT Standard Details
- Traffic Signal and Roadway Illumination Calculations
- 90% Bid Items, Quantities, and Estimate of Probable Construction Cost
- 90% Special Provisions

9.4 Final Design PS&E (99% and Final Bid Ready Documents)

The CONSULTANT will prepare 99% construction-ready plans, bid items, quantities, special provisions, and estimate (PS&E) incorporating responses to 90% PS&E comments from the AGENCY. The CONSULTANT will transmit 99% bid documents to AGENCY for final review. It is assumed the AGENCY's review at this stage is to verify that comments transmitted at the 90% completion stage were addressed and incorporated into the 99% documents, as mutually agreed, and no additional comments are anticipated at this stage.

The CONSULTANT will then prepare and transmit Final (sealed/stamped and signed) construction (Bid-ready) plans, bid items, quantities, special provisions, and estimate (PS&E), incorporating responses to 99% PS&E comments, to the AGENCY for reproduction and bid advertisement.

The AGENCY will provide reproduction of Construction/Bid Documents, and will transmit 4 half-size copies of plans to the CONSULTANT.

Deliverables:

- Incorporate response to 90% AGENCY review comments
- 99% Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Traffic Signal and Roadway Illumination Design (electronic PDF file format)
- Incorporate response to 99% AGENCY review comments
- Final (sealed/stamped and signed) Plans, Bid Items, Quantities, Special provisions, and Estimate (PS&E) for Culvert and Stream Design (electronic PDF file format)

Task 10 – Project File Management and Electronic Exchange of Data

The CONSULTANT will submit in-progress working electronic base files, using AGENCY standards, for the AGENCY's use, as requested by AGENCY throughout the project duration (up to two submittals anticipated). The AGENCY accepts the risk of using in-progress working basemap files; which may be unchecked and are not for construction.

The CONSULTANT will submit electronic base files and Civil 3D files at the conclusion of the 60%, 90% and Final design phases.

Time of Completion

The CONSULTANT will not begin work under the terms of this Agreement until authorized in writing by the AGENCY. Work under this Agreement will be completed within 18 months from the authorization to proceed.

Items to Be Furnished by the AGENCY

The CONSULTANT is entitled to rely on the accuracy and completeness of the following information provided by the AGENCY or others:

1. Refer to Assumptions listed in tasks above.
2. Surveying and base mapping.
3. Right of entry onto properties as necessary to perform the work.
4. An updated (current) electronic basemap file for the existing conditions using Civil3D with field survey data, DTM surface, and support files suitable for external referencing into design files.
5. All available "As-Built" and design information pertaining to recent development and roadway improvements along Alderwood Mall Parkway within the project limits.
6. Civil3D files containing field survey data, DTM surface and support files suitable for external referencing into design files for each additional survey completed.
7. Drafting standards. Standards include AutoCAD layer/line-type/symbol conventions, font specifications, title blocks, line weights, plot setups, AutoCAD project file naming conventions, and survey collector codes.

8. State and AGENCY general special provisions including current amendments, summary of quantities spreadsheet, standard item table and boiler plate requirements.
9. Geotechnical information to support the design development, as defined herein.
10. All required environmental documentation and permitting, except as noted herein.
11. Copy of existing traffic information.
12. County SWM drainage complaint documentation.

Additional Services

The following additional services can be provided as needed. Scope of services and fee determination may be negotiated separately as a supplement to this Agreement.

1. Design services during construction
2. Value Engineering Services
3. Topographic surveying services.
4. Environmental documentation and permitting assistance beyond what is described in the scope of services.
5. Roadway design services (currently being provided for the project by the AGENCY).
6. Geotechnical investigations.
7. Pilot Infiltration Testing (PIT) for infiltration.
8. Utility franchise designs (i.e. upgraded or relocated waterlines)
9. Public Involvement assistance.
10. Offsite drainage analysis not included or specified in this scope of services.
11. Additional hydrologic analysis not included in this scope of services.
12. Analysis of structural systems not included in this agreement.
13. Planting plans and details for culvert replacement and detention/water quality facilities.
14. Irrigation design services.
15. Construction observation services.

Note 1: Additional Services

With prior written approval by the AGENCY and written notice-to-proceed, work elements listed in this scope of services as additional services may be provided by the CONSULTANT. No budget or scope of work is included in this contract to cover additional services; budget and scope of work will be added by amendment for any services authorized.

Anticipated Plan Sheet List

The following plan sheets are anticipated associated with the above Scope of Services:

Description	30% Plans	60% Plans	Final Plans
Cover Sheet, Vicinity Map, Index	1	1	1
General Notes, Legend	1	1	1
Storm Drainage Plan-and-Profiles	0	4	4
Storm Drainage Crossing Profiles	0	2	2
Detention Vault Plans	0	2	2
Detention Vault Sections and Profiles	0	2	2
Detention Vault Details	0	2	2
Water Quality Plans and Details	0	1	2
Storm Drainage Miscellaneous Details	0	1	1
Detention Pond Reconfiguration Plan	1	1	1
Detention Pond Reconfiguration Sections	1	1	1
Detention Pond Reconfiguration Details	0	1	2
Stream and Culvert Site Key Plan	0	1	1
Stream Horizontal Alignment Plan	0	2	2
TESC and Stream Bypass Plans	0	6	6
Culvert Replacement TESC Details	0	0	2
Stream and Culvert Plan and Profiles	4	4	4
Stream and Culvert Details	1	4	6
Stream Grading Location Points	0	0	1
Wood Structure Details	0	0	2
Stream Stabilization Plans	0	0	1
Culvert Construction Sequencing Plans	0	3	3
Culvert Structural Layout Plans	0	3	3
Culvert Structural Details	0	2	3
Culvert Wing Wall Details	0	2	2
Stream Channel Retaining Wall Plans	0	3	3
General Traffic Signal Notes and Legend	0	1	1
Traffic Signal Plan	0	1	1
Traffic Signal Wiring Terminations	0	0	1
Traffic Signal Pole Schedule	0	1	1
Traffic Signal Details	0	0	1
General Illumination Notes and Legend	0	1	1
Roadway Illumination Plans	0	2	2
Illumination Details	0	0	1
Estimated Total Plan Sheets	9	55	69

Exhibit B
DBE Participation Plan

No Requirements.

Preparation and Delivery of Electronic Engineering and Other Data

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

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

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

90% DESIGN SUBMITTAL

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

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

One (1) Set	Final Plans (Full-size Polypropylene)
One (1) Set	Final Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	Final Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to

One (1) Copy the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy Summary of Quantities, marked up by hand (See "Specification Development" section below)
One (1) Copy Comment Response (Word format)

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

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

STANDARD COUNTY ENGINEERING GRAPHICS PAPER SIZES

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

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

SPECIFICATION DEVELOPMENT

The CONSULTANT shall be responsible to coordinate with the Project Manager when developing specifications.

The Consultant Specification Development Matrix may be downloaded at:

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

CADD STANDARDS AND AUTODESK SOFTWARE

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

All necessary CADD Standards files may be downloaded at: <http://snohomishcountywa.gov/205/Engineering-Services> located under "Helpful Forms and Links".

RECORD DRAWING SUBMITTAL

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

Engineering Design and Development Standards may be downloaded at:

<http://snohomishcountywa.gov/492/Design-Standards-EDDS>

Fee Schedule

Consultant: Otak, Inc.

HOME

Position Classification	Direct Salary Rate	ICR @178.48%	Profit @25.29%	Max Rate Per Hour
Sr. PIC/Sr. PM Civil	\$79.01	\$141.01	\$19.98	\$240.00
PIC/Sr. PM Civil	\$79.01	\$141.01	\$19.98	\$240.00
Civil Engineer X	\$72.12	\$128.72	\$18.24	\$219.08
Civil Engineer IX	\$60.90	\$108.70	\$15.40	\$185.00
Civil Engineer VIII	\$56.50	\$100.84	\$14.29	\$171.63
Civil Engineer VII	\$49.45	\$88.26	\$12.51	\$150.21
Civil Engineer VI	\$47.50	\$84.78	\$12.01	\$144.29
Civil Engineer V	\$46.05	\$82.19	\$11.65	\$139.89
Civil Engineer IV	\$39.46	\$70.43	\$9.98	\$119.87
Civil Engineer III	\$34.62	\$61.79	\$8.76	\$105.17
Civil Engineer II	\$34.62	\$61.79	\$8.76	\$105.17
Civil Engineer I	\$30.00	\$53.54	\$7.59	\$91.13
Engineering Designer V	\$39.85	\$71.12	\$10.08	\$121.05
Engineering Designer IV	\$37.02	\$66.07	\$9.36	\$112.46
Engineering Designer III	\$31.25	\$55.78	\$7.90	\$94.93
Engineering Designer II	\$29.81	\$53.20	\$7.54	\$90.55
Engineering Designer I	\$26.08	\$46.55	\$6.60	\$79.22
Engineering Technician VII	\$38.35	\$68.45	\$9.70	\$116.50
Engineering Technician VI	\$38.35	\$68.45	\$9.70	\$116.50
Engineering Technician V	\$37.72	\$67.32	\$9.54	\$114.58
Engineering Technician IV	\$33.00	\$58.90	\$8.35	\$100.24
Engineering Technician III	\$27.40	\$48.90	\$6.93	\$83.23
Engineering Technician II	\$23.77	\$42.42	\$6.01	\$72.21
Engineering Technician I	\$20.00	\$35.70	\$5.06	\$60.75
Sr. Pic/Sr. PM LA/Master Planner	\$65.84	\$117.51	\$16.65	\$200.00
PIC/Sr. PM LA/Master Planner	\$60.90	\$108.70	\$15.40	\$185.00
Landscape Architect VI	\$51.37	\$91.69	\$12.99	\$156.05
Landscape Architect V	\$45.05	\$80.41	\$11.39	\$136.85
Landscape Architect IV	\$40.64	\$72.53	\$10.28	\$123.45
Landscape Architect III	\$39.62	\$70.71	\$10.02	\$120.35
Landscape Architect II	\$34.62	\$61.79	\$8.76	\$105.17
Landscape Architect I	\$30.04	\$53.62	\$7.60	\$91.25
Landscape Technician III	\$31.25	\$55.78	\$7.90	\$94.93
Landscape Technician II	\$27.73	\$49.49	\$7.01	\$84.24
Landscape Technician I	\$20.00	\$35.70	\$5.06	\$60.75
PIC/Sr. PM Urban Design	\$57.03	\$101.79	\$14.42	\$173.25
Urban Designer V	\$57.03	\$101.79	\$14.42	\$173.25
Urban Designer IV	\$49.87	\$89.01	\$12.61	\$151.50

Position Classification	Direct Salary Rate	ICR @178.48%	Profit @25.29%	Max Rate Per Hour
Urban Designer III	\$44.90	\$80.14	\$11.36	\$136.39
Urban Designer II	\$38.35	\$68.45	\$9.70	\$116.50
Urban Designer I	\$33.82	\$60.37	\$8.55	\$102.75
PIC/Sr. PM Planner	\$57.03	\$101.79	\$14.42	\$173.25
Sr. PM - Planner II	\$57.03	\$101.79	\$14.42	\$173.25
Sr. PM - Planner I	\$52.50	\$93.70	\$13.28	\$159.48
Planner IV	\$46.15	\$82.37	\$11.67	\$140.19
Planner III	\$44.57	\$79.55	\$11.27	\$135.39
Planner II	\$40.61	\$72.48	\$10.27	\$123.36
Planner I	\$32.00	\$57.11	\$8.09	\$97.21
Planner Associate IV	\$32.00	\$57.11	\$8.09	\$97.21
Planner Associate III	\$29.16	\$52.04	\$7.37	\$88.58
Planner Associate II	\$28.73	\$51.28	\$7.27	\$87.27
Planner Associate I	\$23.11	\$41.25	\$5.84	\$70.20
Sr. GIS Specialist - Planner	\$33.82	\$60.37	\$8.55	\$102.75
GIS Specialist - Planner	\$32.21	\$57.49	\$8.15	\$97.84
Planning/GIS Intern	\$27.19	\$48.53	\$6.88	\$82.60
PIC/Scientist	\$58.76	\$104.88	\$14.86	\$178.50
Scientist VI	\$53.41	\$95.33	\$13.51	\$162.25
Scientist V	\$50.48	\$90.10	\$12.77	\$153.34
Scientist IV	\$43.56	\$77.75	\$11.02	\$132.32
Scientist III	\$38.00	\$67.82	\$9.61	\$115.43
Scientist II	\$32.34	\$57.72	\$8.18	\$98.24
Scientist I	\$25.49	\$45.49	\$6.45	\$77.43
Environmental Specialist	\$38.35	\$68.45	\$9.70	\$116.50
Graphics Specialist	\$36.73	\$65.56	\$9.29	\$111.57
Project Coordinator	\$38.35	\$68.45	\$9.70	\$116.50
Project Administrative Assistant	\$29.50	\$52.65	\$7.46	\$89.61

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D without prior written consent of the COUNTY.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.



May 26, 2021

Otak, Inc.
808 SW Third Avenue, Suite 800
Portland, OR 97204

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Justin Monahan:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the "Independent CPA Report," prepared by D.L. Purvine, CPA, PLC as follows:

- Home Office Rate: 178.48% of direct labor
(rate includes 1.27% Facilities Capital Cost of Money)
- Field Office Rate: 137.14% of direct labor
(rate includes 0.33% Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultanrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager
EKJ:ah

Fee Schedule

Subconsultant: Environmental Science Associates

Position Classification	Direct Salary Rate	ICR @197.75%	Profit @25.29%	Max Rate Per Hour
Air Quality & Acoustics Analyst	\$54.34	\$107.46	\$13.74	\$175.54
Biologist II	\$33.25	\$65.75	\$8.41	\$107.41
Biologist III	\$40.76	\$80.60	\$10.31	\$131.67
Biologist IV	\$50.23	\$99.32	\$12.70	\$162.25
Biologist V	\$54.17	\$107.13	\$13.70	\$175.00
Editor	\$38.69	\$76.52	\$9.79	\$125.00
Engineer IV	\$51.08	\$101.01	\$12.92	\$165.00
Engineer VI	\$57.89	\$114.47	\$14.64	\$187.00
GIS Analyst	\$32.52	\$64.31	\$8.22	\$105.05
Planner II	\$39.26	\$77.64	\$9.93	\$126.83
Planner IV	\$54.17	\$107.13	\$13.70	\$175.00
Project Accountant	\$29.72	\$58.77	\$7.52	\$96.00
Lead Project Accountant	\$36.22	\$71.62	\$9.16	\$117.00

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit E without prior written consent of the COUNTY.

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the subconsultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.



June 22, 2021

Environmental Science Associates
550 Kearny Street, Suite 800
San Francisco, CA 94108

Subject: Acceptance FYE 2020 ICR – CPA Report

Dear Cindy Choy:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Gusman & Associates as follows:

- Office Rate: 197.75% of direct labor
- Field Rate: 163.97% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultanrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah



Number / Project Name
1.21084.00 - Alderwood Mall Pkwy Improvements

Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/Graps	Project Admin
Initials	BK	JCP	JKHC	JAH	AMC
job title	Eng L5	Prin L7	Eng L4	Eng L2	PA L4
cost rate	\$144.11	\$227.28	\$133.81	\$108.41	\$122.16

Labor:

Work Task						Hours	Cost
1 Task 1 - Project Management and Coordination							
2 1.1 Progress Reports and Invoices	6					12	\$2,331
3 1.2 Project Coordination	20					20	\$2,882
4 1.3 General Meetings	4		4			8	\$1,112
1 Task 2 - WSDOT Design Documentation							
2 2.1 First Submittal	12		16			28	\$3,870
3 2.2 Second Submittal	6		12			18	\$2,470
4 2.3 Final Submittal	2		6			8	\$1,091
5 Task 3 - 60% Traffic Signal and Roadway Illum Design							
6 3.1 00% Design Plans - Traffic Signal Design	20	2	20	48		90	\$11,216
8 3.2 00% Design Plans - Roadway Illumination Design	16	2	16	24		58	\$7,503
9 3.3 00% Estimate of Probable Construction Costs	2		2	8		12	\$1,423
10 3.4 00% Design Submittal	2		2			4	\$556
5 Task 4 - 90% Traffic Signal and Roadway Illum Design							
6 4.1 90% Design Plans - Traffic Signal Design	12	2	12	24		50	\$6,391
7 4.2 90% Design Plans - Roadway Illumination Design	8	2	8	16		34	\$4,412
8 4.3 90% Bid Items, Quantities, Cost Estimate	2		2	6		10	\$1,206
9 4.4 90% Special Provisions	2		2	8		12	\$1,423
10 3.5 90% Design Submittal	2		2			4	\$556
11 Task 5 - Final Traffic Signal and Roadway Illum Design							
12 5.1 90% Design Plans - Traffic Signal Design	6	1	6	12		25	\$3,196
13 5.2 90% Design Plans - Roadway Illumination Design	4	1	4	8		17	\$2,206
14 5.3 90% Bid Items, Quantities, Cost Estimate	1		2	4		7	\$845
15 5.4 90% Design Submittal	2		2	2		6	\$773
5.5 Final Design Submittal	4		2	4		10	\$1,278
						0	\$0
						0	\$0
						0	\$0
16						0	\$0
17						0	\$0
Total Hours	133	10	120	164	12	439	
Labor Costs	\$19,166	\$2,273	\$16,057	\$17,779	\$1,466		\$56,740.79

Miscellaneous Expenses:	Reimbursable
Item	Cost
1 Federal Express / Courier	\$0
2 Phone	\$0
3 Fax	\$0
4 Postage	\$0
5 Graphic supplies	\$0
6 Photography	\$0
7 Travel expenses (mileage)	\$50
8 Reproduction	\$0
9 Traffic counts	\$0
10 Traffic accident data	\$0
11 Spec. MPS model run	\$0
12 Transportation Concurrence Application	\$0
Total Reimbursable Expenses	\$50

Subconsultants:	Firm	Subs Cost
1 Subconsultant A		\$0
2 Subconsultant B		\$0
3 Subconsultant C		\$0
4 Subconsultant D		\$0
5 Subconsultant E		\$0
Total Subconsultants		\$0

TOTAL ESTIMATE \$56,790.79

Fee Schedule

Subconsultant: Transpo Group USA, Inc.

Position Classification	Direct Salary Rate	ICR @142.32%	Profit @25.29%	Max Rate Per Hour
Principal L7	\$84.93	\$120.87	\$21.48	\$227.28
Director L7	\$81.79	\$116.40	\$20.68	\$218.88
Engineer L6	\$63.45	\$90.30	\$16.05	\$169.80
Engineer L5	\$58.10	\$82.69	\$14.69	\$155.48
Engineer L4	\$51.73	\$73.62	\$13.08	\$138.43
Engineer L3	\$45.87	\$65.28	\$11.60	\$122.75
Engineer L2	\$40.51	\$57.65	\$10.24	\$108.41
Engineer L1	\$33.89	\$48.23	\$8.57	\$90.69
Planner L6	\$63.17	\$89.90	\$15.98	\$169.05
Planner L5	\$58.10	\$82.69	\$14.69	\$155.48
Planner L4	\$51.73	\$73.62	\$13.08	\$138.43
Planner L3	\$42.55	\$60.56	\$10.76	\$113.87
Planner L2	\$37.84	\$53.85	\$9.57	\$101.26
Planner L1	\$33.13	\$47.15	\$8.38	\$88.66
Analyst L5	\$54.09	\$76.98	\$13.68	\$144.75
Analyst L4	\$45.87	\$65.28	\$11.60	\$122.75
Analyst L3	\$41.98	\$59.75	\$10.62	\$112.34
Analyst L2	\$38.05	\$54.15	\$9.62	\$101.83
Analyst L1	\$34.14	\$48.59	\$8.63	\$91.36
Project Admin L6	\$45.65	\$64.97	\$11.54	\$122.16
Project Admin L5	\$45.65	\$64.97	\$11.54	\$122.16
Project Admin L4	\$45.65	\$64.97	\$11.54	\$122.16
Project Admin L3	\$37.46	\$53.31	\$9.47	\$100.25
Project Admin L2	\$33.80	\$48.10	\$8.55	\$90.45
Project Admin L1	\$21.15	\$30.10	\$5.35	\$56.60
Intern L1	\$31.09	\$44.25	\$7.86	\$83.20

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit E without prior written consent of the COUNTY.

Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the subconsultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this AGREEMENT.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 12, 2021

Transpo Group USA, Inc.
12131 113th Avenue NE, Suite 203
Kirkland, WA 98034

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Sarah Brinkerhoff:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 142.32% of direct labor (rate includes 0.16% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Title of Modal Operating Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, 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 contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Title of Modal Operating Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Title of Modal Operating 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 contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Title of Modal Operating Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Title of Modal Operating Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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, 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 C.F.R. 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 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).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Snohomish County
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Otak, Inc. whose address is 2828 Colby Avenue, Suite 401, and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

OTAK, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Snohomish County Official

I hereby certify that I am the:

Snohomish County Executive

Executive Director

of Snohomish County Washington, and that Otak, Inc. or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

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

OTAK, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

OTAK, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's Representative in support of RFQ-006-21DW are accurate, and complete, and current as of 06/17/2021.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: OTAK, Inc.

Signature

Title

Date of Execution: The date of the last party to sign***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$2,000,000 per claim, \$4,000,000 aggregate.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$2,000,000 per claim, \$4,000,000 aggregate.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$0.00.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

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

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

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

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

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

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Exhibit K Sample Consultant Documents

EXHIBIT K-2 Consultant Invoice (sample)

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

Invoice Date: January 5, 2019
 Invoice Number: 1001
 Project Name: Puget Park Drive Extension
 Project Number No. CC01-19
 Period: 12/1 – 12/31/19

TASK 1 - Project Management

Employee Name	Job Classification	Hours Worked	Direct Salary Rate	Billing Rate	Total
James Jones	Principal	1	\$50.25	\$140.70	\$140.70
Terry Smy	Project Manager	4	\$39.98	\$111.94	\$447.76
Jake Jai	Clerical	3	\$16.00	\$44.80	\$134.40
Total Labor:					\$722.86

TASK 2 - Design

Employee Name	Job Classification	Hours Worked	Direct Salary Rate	Billing Rate	Total
Terry Smy	Project Manager	6	\$39.98	\$111.94	\$671.64
Dan Dell	Design Engineer	15	\$26.13	\$73.16	\$1,097.40
Cat Sams	CADD	7	\$21.33	\$59.72	\$418.04
Total Labor:					\$2,187.08
Total Labor:					\$2,909.94

REIMBURSABLES:

Type	Unit Cost	Quantity	Total
Mileage	\$0.56	75	\$42.00
Courier	\$11.13	1	\$11.13
Total Reimbursables:			\$53.13

SUBCONSULTANTS:

Type	Reference	Cost	Multiplier	Total
ABC Company	ABC Invoice No. 90430	\$10,000.00	1.00	\$10,000.00
LMN Company	LMN Invoice No. 122014	\$500.00	1.00	\$500.00
Total Subconsultants:				\$10,500.00

TOTAL DUE THIS INVOICE:

\$13,463.07

EXHIBIT K-3
Consultant Progress Report (sample)

PROJECT PROGRESS REPORT No. 1

Project Name: Puget Park Drive Extension
Client: Snohomish County Public Works – Civil
Client Project #: 123456
Prepared By: Terry Smy, Sr. PM
XYZ Company

TASKS ACCOMPLISHED:

Tasks Accomplished by XYZ Company:

- Participated in a project coordination meeting at County offices on 12/5/19. Status of survey, geotechnical investigations, environmental documentation, right-of-way plan preparation, right-of-way research, channelization plan, roadway design, and drainage design were discussed. County will prepare a survey control plan and draft wetland mitigation design for inclusion in the 60% PS&E package.
- Provided County with stream relocation sketches and wetland mitigation base sheet for design.

Tasks Accomplished by Sub-consultants:

- ABC attended coordination meeting same date. ABC continued coordination with County on siting of proposed stormwater facilities and right-of-way requirements. Reviewed utility pothole information and revised 30% drainage profiles to minimize conflicts. Began Hydraulic Report and TESC plan for 60% PS&E (based on preferred construction staging and sequencing).
- LMN attended coordination meeting same date. Coordinated with County PM on project issues. Continued work on addressing 30% comments related to structural work.

SCHEDULE STATUS:

<u>Schedule Items</u>	<u>Scheduled Date</u>	<u>Actual Date</u>
Contract Completion Date	June 30, 2020	
Traffic Analysis Report	December 5, 2019	December 8, 2019
Revised Design Report	December 12, 2019	December 19, 2019

Explanation of Variance Between Anticipated and Actual Schedule:

Submittal of revised Design Report was delayed pending revisions to the Traffic Analysis Report and resolution of channelization comments from the County traffic engineer and signal reviewer.

BUDGET STATUS:

Maximum Amount: \$18,364.24
Due This Invoice: \$13,463.07
Previous Billings To-Date: \$ 0
Remaining Authorization: \$ 4,901.17

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

Explanation of Comparison of Budget vs. Estimated Completion:

Percent of project completion is slightly behind percent of budget expended. Unforeseen delays in the approval of the channelization plan have delayed final design of the signal and drainage elements of the 60% design. Etc.