

## RFQ 13-19SB – PRO FORMA CONTRACT

CONSULTANT: J.A. Brennan  
CONTACT PERSON: Jim Brennan  
ADDRESS: 2701 First Avenue, Suite 510, Seattle, WA 98121  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-1952790  
TELEPHONE/FAX NUMBER: (206) 583-0620 phone  
COUNTY DEPT: Parks, Recreation and Tourism  
DEPT. CONTACT PERSON: Emily Griffith, Senior Planner  
TELEPHONE/FAX NUMBER: (425) 388-6620 / (425) 388-6645  
PROJECT: Lord Hill Regional Park Master Plan Update  
AMOUNT: Not to Exceed \$265,212  
FUND SOURCE: 309-51094630946599  
CONTRACT DURATION: NTP through June 15, 2022, unless extended  
or renewed pursuant to Section 2 hereof

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and J.A. Brennan, a corporation licensed and registered in the State of Washington (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is provide professional planning, engineering, survey, environmental and geotechnical consulting services including but not limited to property research, master plan review, analyzing stakeholder input, site visits, wetland and stream delineation, wetland and stream classification, Critical Areas site plans, maps and reports, parking lot feasibility analysis, topographic survey, borings, soil analyzation, drainage and geotechnical reports. The scope of services is as defined in Schedule A and attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ-13-19SB.

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

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

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon the County's issuance of a Notice to Proceed subsequent to mutual execution by the parties (the "Effective Date") and shall terminate on June 15, 2022. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than June 15, 2022 PROVIDED, HOWEVER, that the County's obligations after December 31, 2021 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

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

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this contract.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include a summary of work accomplished during the billing period and status of task completion. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

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

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

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

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

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

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

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

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

Yes

No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$265,212 for the initial term of this Agreement (excluding extensions or renewals, if any).

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

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

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

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

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

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

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

Name: Emily Griffith  
Title: Senior Park Planner  
Department: Parks, Recreation & Tourism  
Telephone: (425) 388-6620  
Email: emily.griffith@snoco.org

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

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

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

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

11. Indemnification.

33. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnities' defense-related cost prior to

a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

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

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

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

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

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

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

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

- a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an

extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

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

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

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

- (i) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;
- (ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;
- (iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;
- (iv) Employers' Liability or "Stop Gap" coverage: \$\$1,000,000.
- (v) Professional Liability: \$\$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

- (i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 20 26 07/04" or its equivalent is required.
- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

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

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

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

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

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

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

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

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

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

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

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

21. Non-Waiver of Breach; Termination.

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

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within seven (7) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon seven (7) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.



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

If to the County:                    Snohomish County Department of Conservation and Natural Resources  
6705 Puget Park Drive  
Snohomish, Washington 98296  
Attention:     Tom Teigen  
                         Parks Director

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

If to the Contractor:                J.A. Brennan Associate  
2701 First Avenue, Suite 510  
Seattle, WA 98121  
Attention:     Tanja Wilcox  
                         Project Manger

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

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

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

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the

Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

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

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

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

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

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

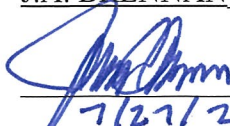
32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

J.A. BRENNAN \_\_\_\_\_ :

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

  
\_\_\_\_\_  
7/27/2021 Date  
PRINCIPAL Title/Position

Approved as to insurance  
and indemnification provisions:

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

Approved as to form only:

\_\_\_\_\_  
Legal Counsel to the Contractor      Date

Approved as to form only:

*/s/ Sean D. Reay 7/23.2021*

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

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**SCHEDULE A**  
**Scope of Services**



landscape architects & planners  
2701 First Avenue | Suite 510 | Seattle, WA 98121  
t | 206.583.0620 | w | jabrennan.com

## **Exhibit A**

June 2, 2021

### **Preferred Plan Update Lord Hill Regional Park**

#### **Scope of Work**

Prepared for:

Emily Griffith, Senior Park Planner

Snohomish County Parks, Recreation and Tourism

#### **PROJECT OVERVIEW**

The J.A. Brennan team will provide professional services to draft and finalize the 2021 Preferred Plan Update for Lord Hill Regional Park. The update for the Preferred Plan will include focused Critical Areas Reconnaissance and mapping, parking area expansion feasibility, an official trail system plan and possible expansion, and re-alignment of the Equestrian entrance, ADA entrance and Main Trail intersection.

Professional Services will include: site visits; critical areas reconnaissance and mapping, Critical Areas delineation and rating at proposed trail water crossings, mapping, and a final report for the Critical Areas Study and Reconnaissance; topographical survey, drainage study and parking lot design; reviewing traffic study data, trail count data, stakeholder produced bird and plant data, and public input surveys; draft and final trail system map production; and review of draft and final Preferred Plan Update report.

#### **BACKGROUND**

Snohomish County Parks, Recreation and Tourism (Parks) has been working with a larger stakeholder group with representatives from the Hiking, Biking, Equestrian, Native Plant, Wildlife Protection, Geocaching and Orienteering communities. The group has reviewed the original 1988 Master Plan information and goals as well as the 1996 update, and has drafted a Shared Use Alternative for the trail use system. Two other Alternatives have also been drafted for the plan update including a Separated, or Zoned, Use Alternative and a No Change Alternative. Two public meetings have been held including an

Open House in June of 2017 and a Public Meeting on July 25, 2019. Both meetings included public survey responses.

Parks has contracted with Snohomish County Public Works to perform 3-4 Traffic Counts per year at 4 locations near or at Lord Hill Regional Park. In addition, a Parks Intern has been conducting Trail User Counts during the summer of 2019. Other data to be reviewed and included in the Preferred Plan Update considerations include 2 plant surveys from the Washington Native Plant Society and Bird Blitz data from the Pilchuck Audubon Society.

**Project Consultant Team:**

<b>Prime Consultant</b>		
J.A. Brennan Associates	JAB	Landscape Architecture, Planning, Public Involvement
<b>Subconsultants</b>		
Davido Consulting Group	DCG	Civil Engineering, Structural Engineering
Landau Associates, Inc	Landau	Geotechnical Engineering
Raedeke Associates Inc.	RAI	Wetland & Wildlife Investigation
Harmsen, Inc.	Harmsen	Surveying

**Task A - Project Administration and Management**

JAB shall provide project management and communications between the consultant team and Parks. JAB shall perform project administration and management tasks as follows:

- Prepare and submit monthly invoices, including a tabulation of hours expended, broken down by each major task.
- Prepare monthly invoicing summarizing the status of the budget.
- Prepare and update project schedule periodically as circumstances require or as requested by Parks.
- Prepare subconsultant agreements and perform ongoing subconsultant coordination.
- Maintain all contract-required documentation.

**Deliverables:**

- Monthly invoice (one copy)
- Updated project schedules if required (one copy)
- Updated contract forms and certifications

## **Task B – Assess Existing Conditions, Opportunities and Constraints**

### **General Scope:**

Work in this task includes site visits, data collection and review, identification of regulatory constraints, base map preparation, and other elements identified in the fee matrix. During our analysis process, we will look at existing use patterns, social patterns, historical and cultural influences of the site, and potential impacts to surrounding land uses, sensitive areas, access, circulation, topography, vegetation, soils and views. It is assumed that Parks will provide all available pertinent information.

Perform a team kick-off meeting and site visits to observe the existing conditions, opportunities and constraints. The site visits will include on-site meetings with Parks staff and any identified stakeholders. A base map will be compiled that identifies and locates natural and man-made features.

### **Base Mapping:**

Prepare an overall park base map from a combination of GIS layers converted to Cad and as-built drawings, mapping from aerial imagery, Lidar ASCII points, as provided by Parks, and site inventory. Critical areas identified at the proposed crossings will be included in the overall park base map.

Prepare a base map for development of two alternative parking lot concepts, in two different locations. Base mapping will be created using Parks' provided GIS layers (provided in AutoCAD).

### **Raedeke Associates Inc Scope:**

#### **Critical Areas Mapping:**

- Perform Critical Area Studies at water crossings for four of the proposed trails;
- Produce Critical Area Study reports, Critical Area Site Plans (CASPs) and assist Parks with preliminary permitting data for applications for bridges and/or puncheons

#### **Detailed Scope:**

Perform a Critical Areas Survey, produce a Critical Areas Study Report and maps, and CASP production as per Snohomish County Recording standards, including wetland and stream delineation, wetland and stream classifications for the four proposed water crossings for proposed trails.

#### **Tasks**

Complete the Snohomish County CASP form with the results of the Critical Area Study to be recorded by the Snohomish County Auditor for all four (4) sites;

#### **Critical Area Site Plan with the following information (2 sets): (Raedeke)**

- North arrow
- Standard Engineering Scale
- Date drawn

- Existing parcels assembled with property tax account numbers
  - Zoning
  - Vicinity map
  - Show all existing structures
  - Location of wetlands and streams on the project site
  - Wetlands and fish & wildlife habitat conservation areas on or within 300 feet of the site, including required buffers (SCC 30.62A.130)
  - Wetland flagging number sequence
- **Kickoff Meeting:** this task involves participation in a team kickoff meeting via teleconference (assumes up to 2 hours for each two staff).
  - **Review of Background Documents:** This task involves review of background information, including available reference maps and documents from regulatory or resource agencies, or from previous studies of the project site, including information on wetlands, streams, and soils. In addition, we will retrieve and review WDFW Priority Habitats and Species database for documentation of use by listed and other priority species and habitats.
  - **Critical Area Delineations at Proposed Water Crossings:** This task includes a field investigation for up to four staff to identify and delineate any regulatory wetlands and streams within 300 feet of the proposed water crossing sites (assumes up to 40 staff-hours for field delineations, including preparation). We will collect information on vegetation, soils, and hydrology to support our findings, as well as other notes pertinent to determination of wetland ratings per the current Washington Department of Ecology's Wetland Rating System for Western Washington and to determination of stream classifications. We will mark the boundaries of wetlands or streams at these locations with plastic and record location of the flagging using a Trimble R1 GPS unit with sub-meter accuracy and prepare sketch maps for use by the project surveyor.
  - **Critical Area Report for proposed trail crossings –** This task involves preparation of a single Critical Area Report and graphics for submittal to Snohomish County Parks for the four proposed trail crossings. The report will serve to document existing site conditions, analyze probable wetland, stream, and buffer impacts that would occur based on the proposed site plans, and provide a summary of mitigation measures designed to meet Snohomish County code requirements. This assumes that no direct impacts (i.e., fill) to wetlands or streams are proposed that would require permits from the U.S. Army Corps of Engineers or Washington Department of Ecology and this effort includes preparation of a conceptual buffer mitigation plan for County review, as applicable per Snohomish County Requirements.

This task is limited to assessment of impacts for only one site plan at each of the proposed trail crossings, and report revisions in response to site plan revisions would require a change order or contract amendment. This task further assumes timely receipt of proposed site plans in suitable electronic format (AutoCAD) for our use in preparing graphics for the report. The cost estimate assumes revisions in response to one round of client comments.

#### **Survey of four bridge sites (300' x 300' SF each) including (Harmsen LLC Scope):**

- Contours at 2' intervals
- Trail in vicinity to proposed bridge crossings
- Locations of trees 4" or more in diameter at breast height (dbh)



- Perimeter outline of thickly wooded/vegetated areas
- Location of all flags identifying locations of test pits, borings, wetland delineation and stream OHW

**Geotechnical Analysis (Landau):**

Conduct a desktop study of readily available geotechnical and geologic data for the project area and evaluate geotechnical conditions (soft soils, infiltration, bedrock, etc.) that could impact the feasibility of the four planned equestrian bridges, access road repair, and parking lot expansion.

Spend one day in the field advancing a series of hand excavated exploratory borings in the vicinity of the four planned equestrian bridges, access road repair, and preferred parking lot expansion site.

Prior to performing field activities, arrange for underground utility location (“call before you dig”) and hire a private utility locating service to check for the presence of buried utilities at the planned hand auger boring locations.

Obtain representative soil samples from the hand auger borings and prepare summary logs of the conditions observed. Soil samples will be delivered to Landau’s laboratory for further classification and testing.

Laboratory testing is expected to consist of natural moisture content determinations on up to eight samples from the explorations. Additionally, up to four grain-size or Atterberg Limits analyses will be performed to aid in classification of the soil obtained from the explorations.

Prepare and provide a Geotechnical Report (2 sets) that includes the following:

- Summary of readily available background information related to soils, subsurface soils, geology, and/or groundwater (e.g., county maps, critical areas site plans, previous permit history documents, etc.),
- Description of observed subsurface conditions,
- Exploration logs,
- Laboratory testing results,
- Depth to observed groundwater information,
- Interpretation and analysis of collected geotechnical data,
- Geotechnical engineering recommendations for equestrian bridge foundation,
- Preliminary conclusions regarding the feasibility of infiltrating stormwater at the site,
- Geotechnical recommendations related to repairing the existing access road,
- Geotechnical recommendation related to the design of the expanded parking area,
- Aerial photo with the locations of the hand auger borings.
- All geotechnical data gathered for the site will be provided in the geotechnical report using information documented in field notes and on hand written logs of our hand auger borings.

**Civil Engineering Scope (DCG):**

- DCG will help to gather and review necessary documents and codes pertinent to developing the stormwater design concepts. DCG will provide written input to JAB for the technical memo.

**Team Deliverables:**

- Survey and critical area delineations at 4 stream crossing locations
- Site vicinity map – (location of Lord Hill Park in the County)
- Park base map
- North parking lot and access road base map
- Copies of all data and maps will be provided in CAD format to Snohomish County Parks and Recreation when completed.
- Geotechnical report
- Tech memo summarizing findings
- See fee matrix for other products and meetings

**General Assumptions:**

- Parks will provide existing GIS data for the 1463 acre site, converted into AutoCAD.
- Parks will provide any and all available as-built drawings, mapping from aerial imagery and Lidar ASCII points for the Park property.
- Washington Native Plant Society and the Pilchuck Audubon Society have both produced plant and bird reports including habitat information
- Available information (from Parks): Preliminary conceptual design of the Trail Use System, Unverified Critical Area Site Map with traced inventory from previous Master Plan maps, 1988 Master Plan maps and 1996 Master Plan Update maps, Snohomish County Drainage Manual, Snohomish County EDDS, Snohomish County GIS inventory.
- Structural Engineering – There is no structural scope this task

***Raedeke Associates Inc Assumptions*****Performance of Services**

Services are performed per the U. S. Army Corps of Engineers (COE) Wetlands Delineation Manual (Environmental Laboratory 1987), as updated for this area by the regional supplement to the COE wetland delineation manual for the Western Mountains, Valleys, and Coast Region (COE 2010). The COE wetlands manual is required by state law (WAC 173-22-035, as revised) for all local jurisdictions.

Delineation of the ordinary highwater mark (OHWM) of the streams found within the project site would be based upon the Washington State Shorelines Management Act of 1971 definitions found in RCW 90.58.030(2) (b) and WAC173-22-030(6). Wildlife habitat assessment will be conducted sufficient to support code compliance under Snohomish County Code.

**Raedeke Overall Proposal Assumptions:**

- We assume Snohomish County Parks will supply all access agreements, rights of entry, and authorizations necessary to legally conduct the field work on the project site.
- We assume base CAD files of existing site conditions and proposed site design will be provided by others in a timely fashion.

- We assume mitigation or compensation required for unavoidable buffer impacts as a result of the four proposed water crossings can be adequately mitigated for on-site and in-kind in the immediate vicinity of the project work.
- No other alternative analysis or mitigation feasibility studies beyond those outlined above are included in this proposal.

**Raedeke Exclusions:**

The following tasks are not included in the scope of services outlined above:

- Additional field investigations, deliverables, or studies beyond those described in the scope of services.
- Professional land survey of wetland or ordinary high-water boundaries.
- Review of additional iterations of site plans beyond those listed above.
- Preparation of other critical areas reporting documentation not explicitly listed herein.
- Preparation of ESA Biological Assessment and FEMA Floodplain Habitat Assessment.
- Tasks associated with implementation or long-term monitoring buffer mitigation or restoration plans beyond that outlined above.
- In-lieu fee or wetland bank use plan.
- Correspondence beyond that which is provided in the scope of services outlined above.
- Meetings or hours beyond those outlined above.
- Tasks associated with preparation of federal, state, or local jurisdiction permit applications beyond those described herein.
- Field review of wetland and stream delineations with Snohomish County biologists
- Response to agency, tribes, or public comments on the critical areas report, or field reviews with the reviewing agencies beyond the hours included herein. This may include but is not limited to : (1) additional rounds of comments requiring responses or document revisions beyond those described above, (2) unexpected changes to proposed site plans in response to County comments that would require revisions or updates to our document, (3) requests to revise the investigation and document to cover additional area (i.e., the easterly park parcel), or (4) if our investigation uncovers the presence of a listed or other priority species (for example, an eagle nest, heron rookery, bat colony) for which the County or WDFW would require additional investigations or management plan documentation).
- If these or other tasks not specifically included in this Scope are requested, we will prepare a separate Agreement or Change Order to provide the additional services.

**Geotechnical Assumptions (Landau)**

- The proposed field exploration program can be completed in one (1) day.
- Utility damage is sometimes unavoidable due to mismarked or unlocatable facilities. The cost for utility repairs is not included in our cost estimate.
- Pilot infiltration testing of the onsite soils is not included in our proposed scope of services but will likely be needed at a future date to support final design of the project.

- Other reports or analysis that may be required for compliance with Chapters 30.62 A, 30.62C, 30.63A, 30.63B, and other applicable sections of Snohomish County Code are not included in our proposed scope of services. Such reports might be needed at a later date to support the project's permitting process.

## **Task C –Parking Lot Feasibility Plan**

Create a draft concept plan for the north parking lot.

### **Scope:**

- Work with Parks staff to fully understand parking needs and requirements;
- Locate up to two areas available and feasible for parking lot expansion;
- Draft conceptual layout, one for each of two feasible parking lot locations;
- Preferred parking lot conceptual layout plan, in preferred location. Parking lot concept will comply with current fire and zoning code regulations, including parking restrictions, routing and signage;
- Analysis of current conditions of existing access road (150th St SE) and documentation in a technical memorandum.
- Geotechnical Study of selected parking lot area and access road to identify and map site conditions and to identify geotechnical design impacts (see Task B);
- Parking lot feasibility memorandum with geotechnical results included;
- Technical memo for access road repair and resurfacing, including results of geotechnical and drainage analyses.

### **Civil Engineering Scope (DCG):**

Civil

DCG will aid JAB in reviewing the parking lot code requirements, assessing the proposed layout alternatives, and evaluating pavement recommendations from the geotechnical engineer. Once a preferred layout is selected, DCG will develop an associated stormwater concept, including preliminary modeling as-needed and producing a plan layout. DCG will provide written input to JAB for this task's summary technical memo. DCG will help to prepare a separate technical memo specific to the necessary access road repairs and resurfacing; it is assumed that there will be no design or plans developed related to the road repair scope.

### **Team Deliverables:**

- Analyze geotechnical data (developed in Task B) and recommend parking lot siting, stormwater management and access road repair.
- Produce one final conceptual design for the parking expansion using geotechnical analysis
- Technical Memo describing parking lot design elements and constraints

- Road repair and resurfacing technical memorandum

**Assumptions:**

- Snohomish County Parks and Recreation is able to provide existing GIS data converted to Cad, and copies of the 1988 Master Plan and 1996 Master Plan Update. Information available: Draft Trail Map Alternatives, Snohomish County Drainage Manual, Snohomish County EDDS, Snohomish County GIS inventory.
- Parking lot layouts will be compliant with Snohomish County Code parking requirements under Title 30 SCC and will be based on site investigation results, including drainage analysis.
- Analysis of the access road repairs will be documented in a technical memorandum only. No graphics will be provided. No cost estimate will be provided.
- The parking lot concept will be for a crushed rock lot only, with a stormwater management concept. No cost estimate will be provided.
- All data and maps will be provided in GIS and/or CAD format to Snohomish County Parks and Recreation when completed.
- Parking lot layout provided by JAB, the stormwater concept will be provided by DCG.
- Structural engineering – There is no structural scope for this task.

**Task D – Draft Preferred Plan Update**

Create a draft Preferred Plan up-date design and report for Lord Hill Regional Park based on the outcome of the previous public involvement process, stakeholder involvement and Parks' direction. The draft Preferred Plan will be based on the preferred alternative (2019\_Master Plan Update Alternative 1) prepared by Parks, project objectives, assumptions and expectations as determined through discussion with Parks.

The Draft Preferred Plan will be presented to the public at one of the meetings listed in Task H to provide the community an opportunity to provide input. The comments will be incorporated into the Final Preferred Plan.

JAB will lead the team in ground-truthing and refining the new and revised trails, providing review and input on Parks' preferred trail system plan graphic, and design of gateway and schematic bridge layout plans.

The draft Preferred Plan graphic will be developed in CAD and Illustrator by JAB with review by Parks. Color renderings of detail area plans will be prepared using Illustrator and/or Photoshop software.

The project team will assist Parks staff with developing a Preferred Alternative Trail Use System and with producing documents and reports to be compiled for the 2021 Lord Hill Regional Park Preferred Plan Update. Parks will lead report JAB will assist.

**Scope:**

- Review project materials including, but not limited to, the original Lord Hill Master Plan, the 1996 Master Plan Update, GIS and CAD layers and maps, Stakeholder meeting materials and notes, public meeting survey results and comments, traffic studies, trail count studies and the sign plan;
- Assist Parks staff and stakeholder group in refining the Preferred Alternative for the Trail Use System;
- JAB will lead reconfiguring/realigning Equestrian and ADA entrances with the Main Trail/Beaver Lake Trail/Equestrian By-Pass intersection, with limited input from Parks Staff, Washington Trails Association, Back Country Horsemen of Washington and Evergreen Mountain Bike Alliance.
  - Equestrian and ADA Trail Gateway Plans shall include:
    - Two trail gateway base maps
    - Two alternative conceptual alignment detail area plans for each gateway trail
    - Draft preferred alternative conceptual alignment and/or trail reassignment detail area plan for each gateway trail
- Ground-truth and refine the preferred trail design for new or improved trails.
- Attend meetings as noted in the fee matrix.
- Review draft Preferred Plan Update report and provide input in edit mode. JAB will develop detail area plans and images. For written report review JAB will provide review of written plan document by parks reviewing issues such as general sensitive area and critical area protection measures, recommendations for parking expansion, trail system plan and map, high level sign plan recommendations update (based on existing 1996 Master Plan) and updating and modifying design objectives and details. Review will also cover maintenance and operations section of report will include typical USFS measures for ditch, culvert and trail tread maintenance..
- Draft Trail Table: JAB will develop a table that identifies each trail segment with a letter and number, provides trail segment length and USFS or IMB (International Mountain Bike) trail type. Existing trails to remain unchanged will be included in the table, but will not include type information, unless readily available from user group-provided data. WTA and EMB may provide recommendations on hiking and mountain biking trail types for Parks' consideration.
- USFS or IMB Standard trail type detail selection – JAB will recommend standard equestrian, hiking and/or mountain biking trail types, Final selection to be determined by Parks. Draft trail system cost estimate
- Schematic Bridge Location Site Plans shall include:
  - One schematic bridge location site plan for each of four trail stream crossings.
  - Location of sensitive and critical areas, existing vegetation, buffer mitigation areas, existing and proposed trails, equestrian/pedestrian bridge type, length and location

**Civil Engineering Scope (DCG)**

Civil – There is no civil scope for this task.

**Structural Engineering (DCG)**

DCG will review the proposed plans, specifically the stream crossing lengths and related site conditions, and provide direction on which of the USFS standard bridge designs would be appropriate for each pedestrian/equestrian crossing. It is assumed that no structural drawings or calculations will be required.

### **Deliverables & Meetings:**

- See fee matrix

### **Assumptions**

Snohomish County Parks and Recreation will provide existing Alternative maps, Sensitive and Critical areas maps, the 1988 Master Plan, the 1996 Master Plan Update, Traffic Studies, Trail Count Studies, Public Meeting surveys, stakeholder group quarterly workshop materials, Washington Native Plant Society plant surveys, Pilchuck Audubon Society Bird Blitz data, and National Forest Service standards and drawing plans. Plans will be provided in CAD if possible.

Existing conditions trails – include in base map only (Parks will provide CAD map)

Field trail reconnaissance is limited to review of new and revised trails only. Existing trails that are to remain unchanged will not be ground-truthed.

Proposed Preferred Plan Trails – show graphic trail types for different uses and seasonal uses, trail difficulty of existing and new trails (use standard JAB graphic symbols;; as Parks prefers.

JAB will lead drafting of the Draft Preferred Plan in CAD. Parks will provide review and input.

Parks will provide a CAD file of the trail linework for JAB's use. Parks will convert the GIS files to AutoCAD version 2021 (.dwg format) for JAB's use.

Parks will lead writing of the Preferred Plan report (draft and final) and JAB will provide review and input.

Provide a Trail Table – identify level of difficulty for mountain bike trails and hiking trails only

No structural drawings or calculations will be provided for selection of a USFS standard trail bridge. It is assumed that none are required.

Trail cost estimate will be based on a cost of construction per mile of trail, based on prior research by JAB and as provided by WTA. Cost of bridges will be provided by JAB through research with WTA and others

No cost estimating is provided for parking lot, access road repair, signage, buffer mitigation, or other park improvements.

### **Task E – Final Preferred Plan Update**

Parks will refine the draft Preferred Plan report, JAB will refine Preferred Plan drawings and submit the final Preferred Plan for approval process by Parks. Illustrative drawings (as defined in the fee matrix) will be completed to show trail gateways and bridge sites.

- Utilization of Parks Design Standards

- Review Parks’s Final Preferred Plan Update report and develop Final Preferred Trail System Preferred Plan graphic. JAB will lead drafting of the Final Preferred Plan graphic in CAD and Illustrator. Parks will provide review and input of the Preferred Plan graphic.
- 60% Design level Bridge Location Site Plans (four) shall include: Layout plans for standard equestrian/pedestrian bridge stream crossings with title block, survey base, existing and proposed trails, existing and proposed vegetation massings including location of buffer mitigation. Plan notes will include reference to the selected standard USFS bridge type as identified with structural engineer’s support, provided in Task D.

### **DCG Engineering**

There is no engineering scope for this task.

#### **Deliverables:**

- See fee matrix

### **Task F – Preliminary Permit Support**

Snohomish County Parks will submit the required environmental permits. JAB and Raedeke will support Parks’ permitting efforts.

The J.A. Brennan team will develop buffer mitigation plans for the 4 water crossings.

The JA Brennan team will provide technical support and quantity take-off support for the County’s development of the draft and final SEPA Checklist.

#### **RaedekeScope - Preliminary Permit Support**

- **Buffer Mitigation Plans** – This task involves preparing a single set of buffer mitigation plans to address necessary buffer restoration at the four proposed trail crossings. This assumes timely receipt of baseline and site plan information in a suitable electronic format (CAD) from the County or project team.
- **Permitting Assistance** – This task allows for preparation of an on-line application to the Washington Department of Wildlife (WDFW) for a Hydraulic Project Approval (HPA) for the four trail crossings of streams (required even if no direct impacts are proposed; assumes up to 17 staff-hours).
- **Critical Area Site Plans** – This task involves preparation of Critical Area Site Plan graphics and forms for each of the four proposed water crossings, for submittal to Snohomish County Planning. This assumes timely receipt of baseline and site plan information in a suitable electronic format (CAD) from the County or project team.
- Snohomish County will provide Draft and Final SEPA Checklist. Radaeke will provide limited technical support.

#### **Deliverables & Meetings:**

- See fee matrix



## **Task G – Meetings**

This task will include team coordination and meetings to progress the design. Team members will be activated as required for specific meetings. JAB will coordinate via email and telephone communication with design team and client. JAB will organize a kickoff meeting and initial site visit with the design team.

### **Approach to Stakeholder and Public Involvement:**

In coordination with Parks staff, the JAB team will engage stakeholders and the general public in the planning process, including workshops and meetings. Meetings will be designed to be interactive. Meeting notices, agenda, and mailings will be provided by Parks. Boards or PowerPoint will be provided by JAB prior to each public and stakeholder meeting. Public meeting and stakeholder workshop notes will be provided by Parks.

As part of the planning process, we will lead or collaborate for meeting facilitation and presentations. Our goal for the meetings is to ensure that all parties get a chance to be heard, provide meaningful input, and realize that they are a vital part of the design process.

### **Our process for public meetings and gathering input includes:**

- Scheduling public and stakeholder meetings by Parks
- Assist in developing and implementing public engagement tools: JAB will provide graphics in digital format for Parks' use in developing PowerPoint presentations and JAB will provide Preferred Plan graphics on boards for public and stakeholder meetings , etc.
- Record and document input: Parks will write up meeting summary notes based on notes taken on flip charts, plans, etc. during public meetings and stakeholder workshops.

### **Raedeke Scope:**

- This task includes time to assist the project team with ongoing and additional project tasks, meetings, coordination, and correspondence and perform general project administration services throughout the duration of the project (up to 24 staff-hours).

### **DCG Engineering Scope:**

DCG will attend the following meetings:

- Client coordination meetings
  - Civil (2)
  - Structural (1)
- Client/team site visits
  - Civil (2)
- Team meetings
  - Civil (1)
- Stakeholder meeting
  - Civil (1)

### **Deliverables & Meetings:**

- See fee matrix

### **PROJECT DURATION**

The project duration is contract execution through June 15, 2022.

### **General / J.A. Brennan Assumptions**

- JAB does not provide contaminated soils remediation services.
- The client will provide coordinated, consolidated review comments at each product submittal. Additional fee will be required for additional review steps.
- Graphics will be developed using a combination of CAD, Illustrator, Photoshop and hand-drawn graphics. Graphics will be provided in pdf/jpg format only.
- Client will provide existing site information for project area including topography, important water elevations and data, sensitive area mapping, parcel boundaries, pavement edges, roads, utilities, tree health assessments and vegetation and other information needed for design. In Contract survey and aerial photo will supplement client-provided topographic information.
- The client will lead the correspondence and outreach with the tribe, stakeholders, adjacent property owners, community members and the general public. JAB will support outreach to the extent described in the scope.
- No archeological services are provided. Parks will be responsible for all historical and cultural/archeological review of site.
- Arborist services are not anticipated and will be provided by Parks if required.
- Parks does not require support for review of water rights.
- JAB will not be responsible for working with adjacent landowners, except at public meetings.
- Non-Project SEPA is not provided.
- The client will review cost estimate assumptions prior to JAB beginning cost estimating.
- Coordination of volunteer work is not included in the scope.
- The client will be responsible for the distribution of all documents.
- JAB CAD standards will be used.
- Parks will lead all preliminary environmental permitting efforts. JAB will support preliminary permitting to the extent described in the scope. Permit support is limited to consideration of permit requirements associated with the four trail bridge stream crossings.
- Application for a COE permit or other permits is not included in this scope of work.
- Snohomish County PDS does not require a park boundary survey for the equestrian bridges project LDA and CAR review and plan set. The site is considered the 300-foot radius around each bridge.
- No full or partial park boundary survey is provided or required.
- No Snohomish County LDA permit is required for the construction of trails using USFS standard plans and specifications.
- Handheld GPS device will be used to make (only) minor modifications to proposed trail alignments

- Coordination with user groups and incorporation of user group information is not anticipated, other than in the identified public meeting.
- No interactive maps will be developed and no interactive maps are proposed to be developed by Parks using the Preferred Plan maps developed within the scope of work.

**Raedeke Assumptions:**

The following tasks are not included in the scope of services outlined above:

- Additional field investigations, deliverables, or studies beyond those described in the scope of services.
- Professional land survey of wetland or ordinary high-water boundaries.
- Review of additional iterations of site plans beyond those listed above.
- Preparation of other critical areas reporting documentation not explicitly listed herein.
- Preparation of ESA Biological Assessment and FEMA Floodplain Habitat Assessment.
- Tasks associated with implementation or long-term monitoring, buffer mitigation or restoration plans beyond that outlined above.
- In-lieu fee or wetland bank use plan.
- Correspondence beyond that which is provided in the scope of services outlined above.
- Meetings or hours beyond those outlined above.
- Tasks associated with preparation of federal, state, or local jurisdiction permit applications beyond those described herein.
- Field review of wetland and stream delineations with Snohomish County biologists
- Response to agency, tribes, or public comments on the critical areas report, or field reviews with the reviewing agencies beyond the hours included herein. This may include but is not limited to : (1) additional rounds of comments requiring responses or document revisions beyond those described above, (2) unexpected changes to proposed site plans in response to County comments that would require revisions or updates to our document, (3) requests to revise the investigation and document to cover additional area (i.e., the easterly park parcel), or (4) if our investigation uncovers the presence of a listed or other priority species (for example, an eagle nest, heron rookery, bat colony) for which the County or WDFW would require additional investigations or management plan documentation).

If these or other tasks not specifically included in this Scope are requested, we will prepare a separate Agreement or Change Order to provide the additional services.

**Potential/Optional Extra Services:**

**Task H - Critical Area Reconnaissance**

**Perform a Critical Areas Reconnaissance** in the vicinity of proposed new trail reroutes in the park and compile mapping data to allow JAB to produce an updated map of Lord Hill Regional Park Sensitive/Critical Areas for the Preferred Plan Update.

- This task involves a field reconnaissance of in the vicinity of proposed new trail reroute locations within the park (see attached Preferred Plan Update Alternative 1 map marked with proposed trail reroutes and reconnaissance locations) to confirm locations of wetlands and streams, and to characterize general habitat conditions (assumes up to 96 staff-hours for field investigations). We will record the approximate locations of all wetlands and streams encountered on the site using GPS units and prepare sketch maps for use by the project team and Snohomish County parks in proposing trail routes that avoid critical area impacts. We will collect information on vegetation, soils, and hydrology to support our findings, as well as other notes pertinent to determination of wetland ratings per the current Washington Department of Ecology's Wetland Rating System for Western Washington and to determination of stream classifications.
- **Critical Areas Reconnaissance Mapping and Documentation** – This task involves compiling data and observation to determine preliminary wetland/stream categories and ratings and probable buffers for the areas of proposed new trail routes covered in the site reconnaissance. We will also prepare a summary table of our findings and compile and transmit sketch maps and GPS data to enable JAB to prepare a site map based on the reconnaissance studies.
- **Stakeholder Workshop & Meeting** – This task would involve participation in a workshop with the stakeholder design team to provide input related to critical areas and natural resources (up to 8 staff-hours). This may also include participation in a meeting with stakeholders (up to 4 staff-hours).
- **Additional Wetland/stream impact analysis or buffer mitigation plans** – This effort provides for tasks associated with additional impact analysis of proposed impacts to wetlands or streams, or their buffers (assumes up to 12 staff-hours), and development of additional buffer mitigation or restoration plans (assumes up to 16 staff-hours).

**Critical Area reconnaissance additional services assumptions:**

Additional wetland/stream impact analysis or buffer mitigation plans may require additional stream crossing site plans, which require an additional services fee.

**Task I – Provide Modest Up-dates to Preferred Plan**

Attend one additional workshop with Stakeholders and make graphic edits to the plan. Attend an additional public meeting as part of this process and again make final minor changes to the plan.

**Task J – Added Wetland and Stream Crossings**

**Additional Wetland/stream impact analysis or buffer mitigation plans** – This effort provides for tasks associated with additional impact analysis of proposed impacts to wetlands or streams, or their buffers (assumes up to 12 staff-hours), and development of additional buffer mitigation or restoration plans (assumes up to 16 staff-hours)

Harmsen will provide a survey of the added crossing area. It is expected that the area will be modest in size. It is assumed the area will fit one 32 x 40 plan at 20 scale.

**SCHEDULE B**  
**Compensation of Services**



Attachment B - Fee Matrix  
June 2, 2021

J.A. Brennan Associates, PLLC  
Lord Hill Regional Park Preferred Plan Update

WORK ITEM	DESCRIPTION	JB	PM	TW	CM	VS/RY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Grand
Rate		\$195.00	\$160.00	\$160.00	\$98.00	\$110.00	Hours	Labor	Expenses	J.A. Brennan Labor/Exp.	J.A. Brennan w/ Markup	David Consulting	RaeDee Associates	Lanbur	Hammisen Inc.	Sub-consultants	Markup (10%)	Total
1	Workshop with Stakeholder Design Group - 1	8	8	3			19	\$3,134	\$150	\$3,284	\$3,825	\$1,052	\$1,360				\$2,412	\$5,937
2	Stakeholder meeting (1.5 hours)		5				5	\$800	\$45	\$845	\$981	\$768	\$592				\$1,560	\$1,336
3	Additional graphic edits and cost estimate edits (post added workshop/meeting)	2	8	20			30	\$5,650	\$100	\$5,750	\$3,730						\$0	\$3,730
4	Second public meeting	8	8	3			19	\$3,134	\$100	\$3,234	\$3,234						\$0	\$3,234
	<b>Total Task H</b>	<b>18</b>	<b>29</b>	<b>26</b>	<b>0</b>	<b>73</b>	<b>\$10,698</b>	<b>\$395</b>	<b>\$11,093</b>	<b>\$11,470</b>	<b>\$1,810</b>	<b>\$1,952</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$377</b>	<b>\$15,242</b>
J	<b>OPTIONAL EXTRA SERVICES (NIC) - Added Wetland/Stream Crossings</b>																	
1	Additional wetland or stream impact analysis (1)	1	1				2	\$355		\$355	\$1,021		\$1,959		\$6,410		\$837	\$9,561
2	Additional wetland or stream buffer mitigation plan (1)	1	1				2	\$355		\$355	\$616		\$2,713		\$6,410		\$271	\$3,339
	<b>Total Task I</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$710</b>	<b>\$0</b>	<b>\$710</b>	<b>\$1,637</b>	<b>\$0</b>	<b>\$4,672</b>	<b>\$0</b>	<b>\$6,410</b>	<b>\$0</b>	<b>\$11,082</b>	<b>\$1,108</b>	<b>\$12,890</b>
	<b>Total Extra Services Fee</b>	<b>22</b>	<b>38</b>	<b>42</b>	<b>0</b>	<b>102</b>	<b>\$14,486</b>	<b>\$495</b>	<b>\$14,981</b>	<b>\$18,425</b>	<b>\$1,820</b>	<b>\$26,211</b>	<b>\$0</b>	<b>\$6,410</b>	<b>\$0</b>	<b>\$34,441</b>	<b>\$3,444</b>	<b>\$52,866</b>