

**RFQ 23-003TB – PRO FORMA CONTRACT**

CONSULTANT: Toole Design Group, LLC  
CONTACT PERSON: Kristen Lohse  
ADDRESS: 8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 05-0545429  
TELEPHONE/FAX NUMBER: 206.297.1601 x304  
COUNTY DEPT: Conservation and Natural Resources, Parks  
and Recreation Div.  
DEPT. CONTACT PERSON: Ed Pottharst, Senior Park Planner  
TELEPHONE/FAX NUMBER: (425) 308-4108  
PROJECT: Snohomish River Regional Trail Planning and  
Design  
AMOUNT: Not to Exceed \$541,826  
FUND SOURCE: 309-51094831426599  
CONTRACT DURATION: Execution through April 30, 2025,  
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 Toole Design Group, LLC, a Maryland limited liability company (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 to provide professional services to support the design and development of the Snohomish River Regional Trail. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ No. 23-003TB Snohomish River Trail, Design Services.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the 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.

AGREEMENT FOR PROFESSIONAL SERVICES  
WITH TOOLE DESIGN GROUP, LLC  
RFQ 23-003TB

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

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon mutual execution by the parties (the “Effective Date”) and shall terminate on April 30, 2025. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than April 30, 2025 (with anticipated potential Agreement amendments for Phases II and III to follow). PROVIDED, HOWEVER, that the County’s obligations after December 31, 2024, 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 Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt. Should the County fail to make timely payment, unless otherwise withheld pursuant to Section 8, Contractor reserves the right to stop work until payment is received.

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

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The 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 \$541,826 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, and hold the County harmless from claims 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. Additionally, any preexisting intellectual property contained within Contractor's deliverables thereto belonging to Contractor shall remain the property of Contractor unless otherwise indicated in the scope of services. Should the County reuse or modify Contractor's documents without prior consent, the County shall indemnify and hold the Contractor harmless from and against any claim, proceeding, cause of action, damage, cost or expense that directly results from any deviation from or changes to the Contractor's Instruments of Service.

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: Ed Pottharst  
Title: Senior Park Planner  
Department: Conservation and Natural Resources, Parks and Recreation Div.  
Telephone: (425) 308-4108  
Email: ed.pottharst@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. Consent shall not be unreasonably withheld. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

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

11. Indemnification.

a. Professional Liability.

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

County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against suits, claims, actions, losses, costs, penalties and damages to the extent arising out of, the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor 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 reasonable 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, 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: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$2,000,000 per claim and \$4,000,000 in the aggregate

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

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

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

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

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

Coverage shall not be canceled until after thirty (30) calendar days' prior written notice has been given to the County. Contractor shall provide thirty (30) days' notice of any material change in coverage.

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 or substantially begin to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the 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 ten (10) 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 Dept. of Conservation and Natural Resources Parks Division 6705 Puget Park Drive Snohomish, Washington 98296 Attention: Ed Pottharst Project Manager
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and to: Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention: Bill Thornton  
Purchasing Manager

If to the Contractor: 8484 Georgia Avenue, Suite 800  
Silver Spring, MD 20910  
Attention: Kristen Lohse

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

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.

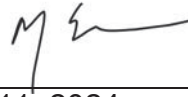
33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

TOOLE DESIGN GROUP, LLC:

**Harper, Lacey** Digitally signed by Harper, Lacey  
Date: 2024.04.10 12:09:12 -07'00'

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



\_\_\_\_\_  
March 11, 2024 Date  
Executive Vice President Title/Position  
RJ Eldridge Name

Approved as to insurance  
and indemnification provisions:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2024.03.13 07:18:51 -07'00'

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

Approved as to form only:



\_\_\_\_\_  
3/1/24 Date  
Legal Counsel to the Contractor

Approved as to form only:

/s/ George B. Marsh 3/6/2024

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

<b>COUNCIL USE ONLY</b>	
Approved	<u>4/10/2024</u>
ECAF #	<u>2024-0317</u>
MOT/ORD	<u>Motion 24-130</u>

Schedule A  
Scope of Services



## SNOHOMISH RIVER TRAIL DESIGN SERVICES, PHASE I: ALTERNATIVES ANALYSIS

# SCHEDULE A. SCOPE OF WORK

February 23, 2024

The Toole Design team (CONSULTANT) will perform the following scope of work as part of the Snohomish River Regional Trail Design Services Project (PROJECT) for Snohomish County Parks and Recreation Division of the Department of Conservation and Natural Resources (COUNTY).

## PROJECT DESCRIPTION

Snohomish County Parks Department of Conservation and Natural Resources (DCNR) is planning to develop the Snohomish River Regional Trail, a new regional trail serving pedestrians and bicyclists, connecting the City of Everett to the City of Snohomish. This regional trail link is approximately 5.5-miles and has been included in Parks and Snohomish County planning documents since 1986. It will provide a critical east-west link between the future Centennial Trail South Extension to the east and the Everett trail system and the Interurban Trail to the west.

This project will result in a publicly vetted plan for the corridor. Major tasks will include public and stakeholder engagement, development and analysis of trail alignment alternatives, selection of a preferred alternative, development of a conceptual design and opinions of costs, and assistance with grant applications. The first phase of the project will complete a conceptual design for the entire trail corridor. Additional phases will finalize the design, engineering, and permitting and support the County through bid and construction for the portion of the corridor within Snohomish County.

## PHASING

This project shall be completed in phases throughout the life of the project as follows:

<b>Phase I. Alternatives Analysis</b>	Site feasibility & preliminary site analysis, schematic design of the entire corridor, public engagement, selection of preferred alternative, grant and funding research, assistance with grant application
<b>Phase II. Construction Documentation</b>	Plans, specifications, and estimates (PS&E) for Snohomish County segment, survey, grant support, environmental documentation and permitting, bid support
<b>Phase III. Construction Administration</b>	Support services during construction

## SCHEDULE

It is assumed that the duration for Phase I will be approximately 9 months. A detailed project schedule will be developed upon Notice to Proceed. Detailed schedules for Phases II and III will be developed as part of later amendments to this contract.

## ROLES AND RESPONSIBILITIES

### COUNTY Responsibilities

1. The COUNTY Project Manager will provide, or direct the CONSULTANT to obtain, background data and information as available and as requested by the CONSULTANT.
2. The COUNTY will maintain the lead role on the project, coordinating with private and governmental agencies with the assistance of the CONSULTANT.
3. The COUNTY will lead communication with the public regarding the project, including uploading content and maintenance for the project web page.
4. The COUNTY will compile and conform all comments from reviewers of submittals and provide comments to the CONSULTANT on one marked up set of the submittal and/or one set of written comments on a comment response form (format provided by the CONSULTANT).
5. The COUNTY will take the lead on coordinating access and rights of entry for site visits, wetland delineation, and survey.

### COUNTY-Furnished Services, Information, and Items

The COUNTY will make available or direct the CONSULTANT to the following project resources as needed to complete the construction documents:

- Any relevant public engagement to date.
- Plans and project schedules for other projects in the project area.
- Snohomish County standard plans and standard specifications.
- GIS information for the project area.
- Access to existing record drawing information in the project and adjacent areas, as available.
- Motor vehicle traffic volumes and turning movement counts for the project area.
- Historic bid item unit costs from past projects within the COUNTY.
- Any existing critical areas data, delineations, mapping, or other available documentation.

### CONSULTANT Responsibilities

The Consultant team is made up of the following firms; the responsibilities of each firm are summarized below and called out more specifically in the scope of work.

**Toole Design** will provide project management, and lead the trail planning, engagement, alternatives analysis and schematic design, grant funding and research and support (Phase I). Toole Design will support the development of construction documents in Phase II.

**SCJ Alliance** will support the alternatives analysis with cost estimating and constructability review (Phase I). SCJ will provide civil design and lead the development of construction documents (Phase II), the SEPA process, and construction administration (Phase III).

**Herrera Environmental Consultants** will lead the critical areas assessment (wetlands, streams, and floodplain), mitigation, environmental permitting, and stormwater design and cost estimating (Phases I and II).

**Geoengineers** will lead all geoengineering and geotechnical work (Phases I and II).

**1 Alliance Geomatics** will provide survey of the wetland delineation (Phase I) and site survey and utility information (Phase II).

## ASSUMPTIONS

The following assumptions have been made in developing this Scope of Work and Budget. Additional detail specific to individual tasks has been included in the task descriptions.

1. The level of effort is specified in the scope of work and the budgeted labor and expenses are indicated in Exhibit B. The budget may be transferred between discipline tasks at the discretion of the COUNTY Project Manager, provided the total contracted amount is not exceeded. The CONSULTANT will have the flexibility to manage budget within a given discipline on a subtask level. Services not included in this scope of services are specifically excluded from the scope of the CONSULTANT's services. The CONSULTANT assumes no responsibility to perform any services not specifically listed in the scope of services. For the purposes of estimating the budget for this scope of work, the following is assumed by the CONSULTANT:
  - a. Drafting standards will conform to COUNTY Engineering Standards as well as prior projects; where standards are not available, the CONSULTANT will use CONSULTANT CADD standards; plans will be prepared using 2023 AutoCAD Civil 3D
2. For each submittal, the CONSULTANT will conduct a comment resolution meeting with the COUNTY Project Manager. The following submittal will include responses to comments with incorporation of the comments into the plans.

## GENERAL SCOPE OF SERVICES/SCOPE OF WORK

This Scope of Services describes the work elements to be accomplished by the Toole Design Team as summarized under each Task. This scope for Phase I consists of the following elements:

- Task 1 – Project Administration
- Task 2 – Public Outreach and Jurisdictional Collaboration
- Task 3 – Site Feasibility
- Task 4 – Alternatives Analysis
- Task 5 – Preferred Alternative Concept Design
- Task 6 – Grant Support

This Scope of Services for Phase I is defined in the tasks below. Detailed scope for Phases II and III will be developed as part of later contracts.

## SCOPE OF SERVICES DEFINED

### TASK 1: PROJECT ADMINISTRATION

This task includes project management and coordination for the project, including a kickoff meeting. Consultant Project Manager (Toole Design) will prepare for, facilitate, and document a project kickoff meeting with the County's Project Manager and key consultant team members. Prior to the kickoff meeting, consultant Project Manager will prepare a preliminary project management plan (PMP) which will include a project communications plan, schedule, and quality control procedures for deliverable review at a minimum. At the kickoff, the team will review the following topics:

- Confirm the project scope and schedule
- Establish the ultimate objectives that must be accomplished through this work
- Identify opportunities and challenges that the project will face
- Discuss field reconnaissance
- Identify potential meeting dates
- Discuss institutional considerations to ensure that the project can be implemented within existing policies and resources
- Determine the availability of GIS data resources and other existing information
- Discuss the County's preferred communication and data transfer protocols, including file types and sizes, email, and phone for project communication; and the process for requesting additional information
- Deliverable review expectations
- Quality assurance/quality control (QA/QC)

Consultant Project Manager (Toole Design) will set up and lead bi-weekly meetings in coordination with the County's Project Manager throughout the duration of the project (up to 18 meetings) to review progress and discuss action items and next steps. Key consultant team members will be included on an as-needed basis. Monthly progress reports will be provided with invoices.

#### Meeting summary

- Kickoff meeting (assumed to be virtual) will be attended by up to three (3) staff from Toole Design.
- Kickoff meeting will include subconsultants, SCJ, Herrera, and GeoEngineers (up to two staff each).
- Up to 21 meetings attended by up to two (2) staff from the Toole Design team.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.

#### Task 1 Deliverables:

- 1.1 Meetings, including Kickoff Meeting, with agenda and summary
- 1.2 Ongoing Project Management, and bi-weekly coordination meetings (including agenda and action items)
- 1.3 Progress Reporting

## TASK 2: PUBLIC OUTREACH AND JURISDICTIONAL COLLABORATION

Toole Design will plan for and facilitate events and online engagement to support the development and selection of the preferred alternative alignment. Toole Design will develop content, and technical and illustrative materials for those events, with support from Herrera.

### 2.1 Public Engagement Plan

Toole Design will develop a Public Engagement Plan (PEP) that identifies the project process, goals, key stakeholders, community demographics, potential trail users, goals, and effective strategies for working with those communities, based on the County's engagement experience on similar projects. The PEP will detail out events, promotion strategies, messaging, and materials to solicit meaningful feedback. Plan will be submitted to COUNTY for review; a revised draft will be issued. The plan will be updated as needed to respond to changes and new information over the life of the project and will document the engagement process and results.

### 2.2 Broad Public Engagement

Toole Design will use a combination of in-person and online tools to engage the broader community to share information, solicit input, and generate support for the project. Toole Design will plan for and conduct up to two events to gather input. One event will occur during the second touchpoint below, and the other during the third touchpoint. The events could take the form of open houses or pop-up events on nearby trails (e.g., Everett Riverfront, Snohomish Riverfront, and Centennial). Three primary engagement touchpoints and anticipated activities are planned, described below:

**First Touchpoint:** Establish an online project presence to introduce the project and provide a platform for sustained engagement/information and project content, via a project web page. An interactive map and/or survey will be added at key project milestones. In addition to information sharing, the goal of this touchpoint will be to solicit both specific (i.e., local context) and general (i.e., community values and priorities) information and input.

**Second Touchpoint:** Once the trail alternative alignments are developed, it is anticipated that the community will find in-person engagement compelling and important. A physical event, such as an open house and/or a pop-up, will be planned for this stage of the project. The event will be used to solicit input and feedback on the alternatives and the proposed evaluation/selection criteria.

**Third Touchpoint:** For the final touchpoint, it is anticipated that an in-person event will be used to share the preferred alignment and to solicit input to inform the concept design of the trail, such as desired trail user experience/amenities. The format of the event would be based on the success of the previous event, either an open house or pop-up.

### **2.3 Intra and Inter-Agency Collaboration**

The consultant team, led by Toole Design, will collaborate with the COUNTY to develop strategies and carry out an engagement process with project stakeholders, intra-agency stakeholders (Snohomish County), and environmental regulatory agencies.

Toole Design will assist in the planning, facilitation and documentation up to 10 meetings, up to 1.5 hours each. Meetings are assumed to be virtual and will be attended by the project manager, design lead, and other team members as appropriate (e.g., stormwater engineer, geotech, biologist).

#### **Stakeholder Meetings**

Toole Design will lead a series of stakeholder meetings with tribes, Cities of Everett and Snohomish, WSDOT, BNSF, Marshland Flood Control District, private property owners, Harvey Airfield, utilities, and other entities/jurisdictions as appropriate. The focus will be on coordination, securing support, and identifying pathways to implementation with these partners. It is anticipated that meetings would correspond to the three engagement touchpoints identified in Task 2.2: the first meeting before alternatives are developed, the second one after alternatives are developed, and the third one after the preferred alternative has been selected. Additional meetings will be conducted on an as-needed basis in collaboration with County staff.

#### **Intra-agency Meetings**

Toole Design, along with SCJ, Herrera, or GeoEngineers as appropriate, will support Snohomish County on intra-agency (internal to Snohomish County government) meetings, with materials or meeting attendance as needed. These meetings may include entities such as Snohomish County Parks, Surface Water Management, Planning & Development Services, Public Works, Office of Sustainability and Environment, and Office of Agriculture.

#### **Environmental Regulatory Agency Meetings**

Herrera will lead a preliminary environmental regulatory agency meeting under Task 3 and a follow-up meeting under Task 4.

#### **Task 2 Deliverables:**

2.1 Public Engagement Plan, draft and revised draft

2.2 Online engagement materials and In-person engagement events, along with materials and facilitation (agendas, graphics, presentation materials, meeting summaries)

2.3 Stakeholder and Environmental Regulatory Agency Meetings (up to 10 virtual meetings), along with materials and facilitation (agendas, graphics, presentation materials, meeting summaries)



## **TASK 3: SITE FEASIBILITY AND CONCEPTUAL DESIGN ALTERNATIVES**

### **3.1 Plan and Policy Review**

Toole Design will review project history, and plans, engineering documents, processes, and policies to fully understand broader goals, planned projects, and recommendations for the project area. The team will also gather relevant city, county, and state trail design guidance. Using area demographics and regional trends, Toole Design will also identify the desired trail experience based on anticipated trail user types, user mix, and user needs.

Information will be documented in a table to be incorporated as part of the existing conditions analysis. This information will also support the County in future grant applications.

### **3.2 Interactive GIS Basemap Development and Site Analysis**

Toole Design and Herrera will develop an interactive GIS map using existing data sources and use it to document an analysis of site conditions, using both desktop tools such as GIS data, historic information, property and boundary surveys, and publicly available critical areas data. Herrera will host the GIS basemap, which could be accessible to the entire team, COUNTY, stakeholders, and agency staff as needed. This GIS basemap will be active for the duration of Phase I. Static maps can be produced as needed. Services to host the GIS basemap during Phase II can be included in a future scope of work if desired by the COUNTY.

For the site analysis, Toole Design and SCJ will assess geometric conditions including right-of-way dimensions, topography, crossing and intersections, access points, surface and drainage conditions. Toole Design will identify potential trail cross-sections that may be needed to respond to site conditions. The consultant team (Toole Design, SCJ, Herrera, and GeoEngineers) will conduct a site visit to understand existing conditions, identify needs, and flag conflicts and constraints. The consultant team will take photographs along the corridor during field observations and note the approximate location and character of observable site features.

### **3.3 Critical Areas Review**

#### **Desktop Review of Environmental Constraints**

Herrera will complete a desktop review of environmental constraints within approximately 300 feet on either side of the proposed 5.5-mile-long trail corridor to fulfill county, state, and federal permitting requirements. As currently mapped, the project corridor crosses 2 jurisdictions: City of Everett and Snohomish County. The goal of this task is to use available GIS datasets to map potential environmental constraints within the project corridor and to identify areas for targeted field verification. This task will include the following steps:

- 1) Herrera will compile all available federal, state, and county GIS datasets showing potential environmental constraints, including (but not limited to): wetlands, critical areas, critical habitat, streams and rivers, floodplains, Priority Habitat and Species (PHS) areas, and habitat corridors. This data will be added to the interactive webmap that will be accessible to the project team. This map can also be made available to stakeholders, agencies, and tribes for viewing as needed.

- 2) Herrera will identify and document key data gaps.
- 3) The project corridor covers an extensive geographic area, including large rural areas, and thus comprehensive wetland mapping is likely to be a key data gap. To address this, Herrera will develop a GIS model to predict the likelihood of wetlands using available remotely sensed datasets known to correlate strongly with on-the-ground wetland presence (LiDAR, Landsat imagery, aerial photography, etc.). The result of this analysis will be a low-to-high likelihood of wetland presence map.
- 4) Herrera will overlay the compiled environmental constraints data and the wetland presence likelihood map within the project corridor to identify the locations of potential environmental conflicts. This information will be used to identify areas to target for field verification.

### **Field Verification**

Herrera will conduct a reconnaissance-level site visit to specific locations within Snohomish County (but excluding City of Everett jurisdiction) identified as having potential gaps in wetland information. The wetland reconnaissance site visits will be limited to one (1), 10-hour day, which will include 2 qualified wetland delineators. Due to limited on-the-ground time, wetland delineators will not be able to walk the entire project corridor but will target specific locations that appear to have data gaps based on the GIS modeling. Official sample plot data will not be collected, nor will wetland or stream boundaries be marked in the field. Approximate wetland boundaries will be mapped in GIS for preliminary planning purposes. Complete delineations of streams/rivers and wetlands within a designated review area will be conducted under Task 4. Based on the wetland reconnaissance information along with predictive modeling, the estimated wetland boundaries will be updated in GIS. An interactive web map with this data will be hosted on the Herrera ArcGIS Online server for the duration of Phase I of the project and may be viewed by the project team. PDF maps of the approximate wetlands and streams identified during the reconnaissance and GIS modeling will be provided to the County. This task assumes the client will obtain landowner permission for the site reconnaissance or delineation work within the City of Everett that will be conducted under Phase II.

### **Preliminary Environmental Agency Meeting No. 1**

Herrera will lead an environmental agencies and tribe meeting to discuss the preliminary critical areas information and permitting feasibility. These agencies/organizations may include the U.S. Army Corps of Engineers, Washington State Department of Ecology, Snohomish County (Planning and River and Flood Departments), City of Everett (Planning and River and Flood Departments), City of Snohomish, Washington State Department of Fish and Wildlife, and interested tribes. This could include up to a 2-hour (virtual) meeting, preparing an agenda, critical area figures, and meeting minutes.

### **3.4 Mitigation Planning**

Based on the potential wetland, stream/river, and floodplain impacts, Herrera and Toole Design will meet with the County team to discuss potential mitigation needs for the project and how they may be implemented. This task does not include calculating critical areas impacts but rather a general overview of the impacts to understand what type of mitigation could be required. This may include recommendations for mitigation onsite, offsite, and/or utilization of a mitigation bank. This could include up to two 1-hour meetings with the client and the team. During the meeting, Herrera will discuss a

variety of options and the cost of credits/credit availability for mitigation banks that serve the project corridor. Wetland/stream delineations would be required of any potential mitigation sites to determine more precise feasibility of these areas for use as compensatory mitigation; these delineations would be done under Phase II. This task does not include contacting property owners to determine their interest in selling properties or providing conservation easements for areas identified as potential mitigation options. Herrera will provide a summary of meeting notes to the client via email.

### **3.5 Climate Resiliency**

The impacts of climate change on the proposed trail location will be evaluated. This will be achieved by conducting a brief review of best available science on climate change implications (e.g., relative sea level rise in the vicinity of the potential trail location) and compiling a table of localized climate impacts and relevant considerations for project planning and design. Guidelines relative to climate impacts will be outlined. Maps will be developed to inform findings and integrate into trail planning. A summary of findings and related recommendations will be incorporated into the site feasibility memorandum, outlined below. This task includes time for a Herrera climate change expert to participate in two, 1-hour virtual trail planning meetings.

### **3.6 Geotechnical Analysis Memorandum**

Geotechnicians will review geologic mapping and geotechnical studies available in public databases and other sources to evaluate anticipated subsurface conditions at a conceptual level. Conceptual alignments will be overlaid on a geologic map and a qualitative comparison provided of subsurface conditions between alignments, with a focus on constraints that might have a significant effect on project construction costs. Geotechnicians will provide a conceptual geotechnical memorandum presenting geologic mapping and key considerations for design and construction for the various project alignments, with a summary to be included in the Site Feasibility Memorandum.

### **3.7 Site Feasibility Memorandum**

Toole Design will convene an internal consultant meeting to review site conditions and discuss site constraints and opportunities for conceptual alignments, along with permitting and mitigation, project funding, feasibility, cost, construction and maintenance considerations. The site analysis and opportunities and constraints information will be summarized in a site feasibility memorandum with photos and annotated maps.

The existing conditions memorandum will include the following topics:

- Identification of potential alignment constraints due to critical areas and geotechnical conditions
- Identification of potential alignment constraints due to the railroad and WSDOT facilities
- Identification of existing utilities and possible impacts
- Identification of potential right-of-way issues or acquisitions
- Identification of proposed future development within the corridor
- Identification of potential climate change impacts

The geotechnical memorandum will be included as appendices.

### **Task 3 Deliverables:**

3.1 Plan and Policy Review, draft (Word format)

3.2 Interactive GIS Basemap Development and Site Analysis – site visit, photos, annotated maps, critical areas data (pdf or interactive web map)

3.3 Environmental Agency Meeting agenda, maps, and meeting minutes

3.4 Mitigation Planning Meetings agendas and meeting minutes for 2 meetings (Word format)

3.5 Geotechnical Memorandum – draft memorandum and maps (Word format)

3.6 Site Feasibility Memorandum – draft and final (Word format)

## **TASK 4: ALTERNATIVES ANALYSIS**

### **4.1 Alignment Concept Development and Evaluation Criteria**

Toole Design, with support from SCJ, will identify up to three (3) feasible trail alignment options based on the preliminary information gathered through Task 3. The team will also develop criteria for the alignment evaluation and selection based on safety, directness, user experience, accessibility, existing conditions, environmental constraints and climate resilience considerations and concerns, opportunities to connect to existing and future facilities, operations of the corridor, design feasibility, constructability, community input, and a high-level relative cost comparison.

Herrera will develop estimated mitigation costs for direct wetland and stream impacts only for the three alignments, based on the average cost of mitigation bank credits in Snohomish County. Indirect wetland impacts and buffer impacts (wetland and stream) will not be known at this stage and will not be included.

The consultant team will deliver the draft alignment concepts and alignment selection criteria to the County for review. Upon approval of the initial alignment concepts, the consultant team will develop the alignment concepts to a 10% design, incorporating any necessary changes.

It is anticipated that these will be plan-view drawings showing the relevant existing and proposed design features, along with cross-sections and enlarged views as needed. Alternatives will identify opportunities/locations for amenities to support user safety, comfort, and convenience, like waysides, landscaping, trailheads, and parking. Each alignment alternative will be developed with sufficient detail to develop planning-level rough order of magnitude costs. The concept-level design is anticipated to be developed in plan view (1"=20' scale) in AutoCAD format. Cost scores identified for the alternatives will be relative in nature for purposes of comparing the alternatives. Detailed cost estimates for each alternative will not be prepared. The 10% design plans will be overlaid on the project basemap prepared under Task 3.2.

The project will trigger Minimum Requirements 1-9 of the Snohomish County Drainage Manual. It is assumed that the receiving water is flow control exempt, so Minimum Requirement 7 (Flow Control) will not apply. This task includes up to two 1-hour virtual meetings with County drainage reviewer, led by Herrera, to confirm project approach on meeting Minimum Requirement 5 (Onsite Stormwater Management) and Minimum Requirement 8 (Stormwater Discharges to Wetlands). No modeling will be

conducted until Phase II of the project. A downstream analysis of potential impacts is not included in this phase.

This will include up to two, 1-hour team meetings with the biologist, led by Herrera, and up to 8 hours of review of the alternative alignments by the biologist for review of avoidance and minimization opportunities.

## **4.2 Wetland and Stream Delineations**

1 Alliance Geomatics, with support from Herrera, will delineate wetlands and streams within a designated review area. The review area will include up to 4.3 miles and approximately 15 feet on either side of the estimated centerline of the proposed trail alignment for each of the 3 alignments. This is estimated to be no more than 45 acres. Delineations within the sections of trail alignments within City of Everett jurisdiction will be excluded for this phase.

Wetlands will be delineated based on the 1987 U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region. Wetlands will be rated based on the 2014 Washington State Department of Ecology Rating Forms for Western Washington (Ecology Rating Form). Wetland buffers will be determined utilizing the Ecology Rating Form and in accordance with the Snohomish County Code (SCC).

The ordinary highwater mark (OHWM) of streams and potential ditched streams will be flagged based on the Department of Ecology (Ecology) guidance – Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (2016). Stream buffers will be determined based on the SCC.

Fieldwork will be conducted by two qualified biologists and is estimated to take up to 6, 10-hour days, including travel. Once a preferred trail alignment is selected, additional delineation work within up to 200 feet of the proposed trail may be required, per SCC 30.62A.130, which will be conducted under Phase 2.

Delineated wetlands and streams will be marked in the field with stakes or flagging. Herrera biologists will collect data on soils, hydrology, and vegetation and record data on wetland determination forms. Representative wetland determination forms will be completed for each delineated wetland and representative adjacent upland. Site conditions will be documented with representative photographs. Select flagged boundaries and data plots will be located with a GPS unit. Not all wetland boundaries will be located with GPS, but multiple points on each wetland boundary will be located and uploaded to the GIS webmap for ongoing project discussions and meetings with the COUNTY and to provide sketch maps to the professional land surveyors that will be mapping wetlands, streams, and data plots. PDF maps of delineated wetlands and streams will be created and provided to the COUNTY.

The data and information collected under this task will be used in selecting the preferred alternative by informing the team of the route with the least direct wetland and stream impacts. Detailed wetland and stream impacts cannot be calculated until survey of the flagged boundaries is completed. A critical areas report will be completed under Phase II along with additional delineation work that may need to be completed within 200 feet of the selected alignment.

### **4.3 Critical Areas Technical Memorandum**

Herrera will prepare a brief technical memorandum (no more than 15 pages) documenting the datasets and methodologies used to identify key environmental constraints, a brief summary of wetlands, floodplain, and streams/rivers identified within the project corridor, the range of regulatory buffers these features could require, and general mitigation ratios required by Snohomish County, City of Everett, and/or Department of Ecology for wetland impacts. The memorandum will identify potential mitigation options, such as onsite or mitigation banks. Data forms and wetland rating forms will not be completed with this task but will be included in the Critical Areas Report which will be prepared during Phase II.

### **4.4 Alternatives Evaluation**

Consultant team, led by Toole Design, will evaluate the feasibility and rank each of the alignment alternatives based on the evaluation criteria. This analysis will include a risk matrix based on the identified opportunities and constraints of each alternative. Items considered will include project risk of required design features such as drainage structures, crossing treatments, right-of-way and property ownership considerations related to constructing the proposed improvements, environmental considerations such as cut and fill, need for wetland/stream mitigation and other sensitive or critical areas issues, and permitting considerations related to the construction of the alternatives.

Herrera will prepare a basic environmental permitting matrix for each alternative (3 total) to compare permitting complexities associated with each alternative.

### **4.5 Alignment Recommendation**

The consultant team, including Toole, SCJ, Herrera, and potentially Geoengineers, will present the results of the alternatives evaluation ranking to the County and discuss a recommended preferred alignment. This process will include review and vetting with all relevant agencies, potentially including Snohomish County, Cities of Everett and Snohomish, the tribes, WSDOT, federal and state regulatory agencies, utilities, and the railroad as well community members and other local stakeholders.

The alignment recommendation will be included in the Draft and Final Feasibility and Alignment Alternatives Report.

### **Environmental Agency Meeting No. 2**

Herrera will lead an environmental agencies and tribe meeting to discuss the three trail alternatives to discuss potential critical areas impacts and permitting feasibility. These agencies/organizations may include the U.S. Army Corps of Engineers, Washington State Department of Ecology, Snohomish



County (Planning and River and Flood Departments), City of Everett (Planning and River and Flood Departments), Washington State Department of Fish and Wildlife, and interested tribes. This could include one, 2-hour virtual meeting, preparing an agenda, critical area figures, and meeting minutes.

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

4.1 Draft Alignment Evaluation Criteria (Word format) and Alignment Concepts, (PDF format) draft and revised

4.2 Wetland and Stream Delineation Maps (PDF format)

4.4 Critical Areas Technical Memorandum, draft and final (PDF format)

4.5 Alignment Alternatives Analysis, Evaluation, and Scoring, draft and final (Word format)

4.6 Alignment Recommendation (Word format)

4.7 Environmental Agency Meeting agenda, figures, and meeting minutes (PDF format)

## **TASK 5. PREFERRED ALTERNATIVE SCHEMATIC DESIGN**

### **5.1 Draft Schematic Design**

Upon selection of the preferred alternative, the full consultant team, led by Toole, will develop a schematic design for the Snohomish County segment of the trail and prepare a refined opinion of cost. It is anticipated that plan set will include, at a minimum, the following sheets:

- Cover sheet
- Sheet index and alignment data
- Legend and abbreviations
- Typical sections
- Standard details
- Layout plans
- Estimated wetland, stream/river, and floodplain impacts
- Drainage plan
- Landscape plans

The layout plans will include the footprint of proposed structures, paving materials, location of amenities, access points, trailheads, and crossing treatments, and any other items of note. The plans will be developed using available data, anticipated to be GIS over aerials, and thus preliminary grading will be limited to anticipated cut/fill lines.

All consultant firms will conduct internal quality assurance/quality control reviews of deliverables before submitting to the County for review.

### **Task 5.2 Draft Opinion of Cost**

SCJ and Herrera will develop an opinion of cost for the schematic design. SCJ will lead cost estimate, and Herrera will provide unit cost and quantities for stormwater related elements of the design. Mitigation costs developed in Task 4 (with minor adjustments) will be used in Task 5.2

### **5.3 Schematic Design Report**

Toole Design, SCJ, and Herrera will prepare a schematic design report/basis of design documenting the design criteria and standards that will be used as the basis for the Preferred Alternative Design. Much of this document will be based on the alternatives analyses performed in Tasks 2 and 3. The intent of the report is to document decisions and criteria used to develop the Preferred Alternative Design and to guide further design phases of the project.

The Schematic Design Report will include:

- Descriptions of the basis of design for each project element and a list of proposed design deviations (if any)
- Project description and background
- Summary of design standards and guidelines applicable to the features of the preferred alignment
- Summary of existing conditions, opportunities, and environmental and physical constraints
- Summary of impacted properties
- Summary of impacted utilities
- Summary of impacted critical areas
- Summary of climate adaptability
- Summary of stakeholders
- Permitting matrix (updated from Task 4)

### **5.4 Final Schematic Design**

Toole Design and SCJ will finalize the schematic design addressing comments from the County and other agencies. A record of comments received will be maintained. Responses to each comment received will be tracked to confirm that they have been addressed.

### **5.5 Final Opinion of Cost**

SCJ and Herrera will update and finalize the opinion of cost based on the final schematic design. SCJ will lead cost estimate, and Herrera will provide unit cost and quantities for stormwater related elements of the design. Mitigation costs developed in Task 4 (with minor adjustments) will be used in Task 5.2

### **Task 5 Deliverables:**

5.1 Draft Schematic Design (DWG and PDF format)

5.2. Draft Opinion of Costs (Excel format)

5.3 Schematic Design Report (Word format)

5.4 Final Schematic Design (DWG and PDF format for drawings, comments in Excel)

5.5 Final Opinion of Costs (Excel format)

## **TASK 6: GRANT SUPPORT**

### **6.1 Grant Matrix**

CONSULTANT will identify potential funding sources and provide comprehensive information about application periods, eligibility and requirements. Special effort will be made to identify large grants, such as federal RAISE and others, that could be used to fund construction of the trail.

### **6.2 Technical Assistance for Grants**

CONSULTANT will assist Snohomish County in the preparation of an RCO WWRP trail grant and possibly a FHWA Active Transportation Infrastructure Investment Program grant in spring 2024.

### **Task 6 Deliverables:**

6.1 Grant matrix, draft and final (Word format)

6.2 Grant application support and grant administration, format TBD

# PHASES II AND III

Detailed scope and fee to be included in later amendments to this contract.

## **SURVEY, DOCUMENTATION, PERMITTING**

(1 Alliance and Herrera lead)

Upon selection and refinement of the preferred alternative, the CONSULTANT Team will conduct a topographical survey and complete additional site analysis as needed. We anticipate that this may include wetland delineation and critical areas, flood hazard, geotechnical, and cultural resources analyses. Based on preliminary analysis of the corridor using corridor-specific GIS data (e.g., LiDAR, hydraulic monitoring data) in addition to publicly available environmental data, our team's environmental scientists will have estimated the location of wetlands and streams in the project area. The results of this analysis will guide the biologists in the execution of a streamlined field verification which targets areas with a high likelihood of wetland and stream conditions and allow the team to maximize avoidance and minimization measures. Our team will then prepare all necessary reports for critical areas, geotechnical, cultural resources, and flood hazard analysis.

Building on these analyses and reports, CONSULTANT Team will update the permitting matrix and begin preparation of the SEPA checklist and necessary permit applications as the design progresses. This work will include all permit applications, submittals, revisions, coordination with agencies and all other necessary work to support the County in obtaining the necessary permits.

### **Agency Pre-Application Meeting**

CONSULTANT will meet with the regulatory agencies and tribes for preliminary permitting review. The input from those agencies will be used to develop a permit matrix and narrative that identifies needed permits, agencies, required information, and timelines for obtaining permits. This meeting will be for up to 2 hours and attended by the project manager, senior ecologist, project engineer, and project permitting specialist. The following agencies and tribes will be invited to this meeting: U.S. Army Corps of Engineers, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, Snohomish County Planning staff, City of Everett Planning staff, Tulalip Tribe and other interested tribes. CONSULTANT will prepare meeting minutes.

### **Deliverables:**

- Topographic, utility, and site survey
- Critical areas reports
- SEPA checklist
- Permit applications

## CONSTRUCTION DOCUMENTATION

(SCJ lead)

The CONSULTANT Team will prepare 30%, 60%, and 90% plans, special provisions, cost opinions, and a drainage report, in compliance with all applicable code and guidelines. Additionally, we will prepare a draft Project Manual, including project specifications. At each submittal, our team will respond to and document all agency design review comments. Following these steps, we will submit the final bid set plans, project manual, and cost opinion for County approval for bid.

### **Deliverables:**

30%, 60%, and 90% and bid set submittals consisting of plans, basis of design, specifications, and cost opinions, as well as project manual, and drainage report (PDF and CAD)

## BID SUPPORT

(SCJ Lead)

The CONSULTANT Team will provide bid support to the County as needed, including responding to questions and preparing addenda.

## CONSTRUCTION ADMINISTRATION

(SCJ Lead)

The CONSULTANT Team will provide Construction Administration services as facilitation of construction meetings, review of submittals, response to RFIs, changes order, and special inspections.

### **Deliverables:**

Bid Support and Construction Administration

## Schedule B - Compensation

	TOTALS	PERCENT OF TOTAL FEE
<i>NOTE: Overhead and fee built into labor rate</i>		
<b>Task 1: Project Administration</b>		
1.1 Kickoff Meeting	18	
1.2 Bi-weekly meetings and ongoing PM	82	
1.3 Progress Reporting	49	
Subtotal Hours	165	7%
Subtotal Cost	\$36,544.98	
<b>Task 2: Public Outreach and Juris. Collab.</b>		
2.1 Public Engagement Plan	18	
2.2 Broad Public Engagement	134	
2.3 Intra and Inter-Agency Collaboration	70	
Subtotal Hours	222	8%
Subtotal Cost	\$42,590.64	
<b>Task 3: Site Feasibility</b>		
3.1 Plan and Policy Review	20	
3.2 Basemap Development and Site Analysis	232	
3.3 Critical Areas Review	120	
3.4 Mitigation Planning	36	
3.5 Climate Resilience	33	
3.6 Geotechnical Analysis	70	
3.7 Site Feasibility Memo	149	
Subtotal Hours	660	22%
Subtotal Cost	\$120,518.38	
<b>Task 4: Alternatives Analysis</b>		
4.1 Alignment Concept Devel and Eval Criteria	203	
4.2 Wetland and Stream Delineation	470	
4.3 Critical Areas Tech Memo	61	
4.4 Alternatives Evaluation	134	
4.5 Alignment Recommendation	101	
Subtotal Hours	969	31%
Subtotal Cost	\$165,979.81	
<b>Task 5: Preferred Alternative Concept Design</b>		
5.1 Draft Schematic Design	299	
5.2 Draft Opinion of Costs	115	
5.3 Schematic Design Report with Permitting Matrix	166	
5.4 Final Schematic Design	167	
5.5 Final Opinions of Cost	97	
Subtotal Hours	844	29%
Subtotal Cost	\$155,513.68	
<b>Task 6: Grant Support</b>		
5.1 Grant Matrix	35	
5.2 Grant Support	60	
Subtotal Hours	95	3%
Subtotal Cost	\$16,178.80	
<b>Direct Expenses</b>		
Travel	\$ 4,200.00	DIRECT EXPENSES
Printing	\$ 300.00	PRINTING
Subtotal Direct Expenses	\$ 4,500.00	TOTAL DIRECTS
<b>Total Hours</b>	<b>2,955</b>	<b>TOTAL HOURS</b>
<b>Labor (includes overhead and fee)</b>	<b>\$537,326</b>	<b>TOTAL LABOR</b>
	<b>\$541,826</b>	<b>TOTAL FEE</b>



		\$196,068.00 36%									
		Toole									
		Amalia Leighton-Cody	Kristen Lohse	Dustin DeKoekkoek	Ryan O'Hara	Teresa Damaske	Kerry Aszklar	Anish Tailor			
Project Role		Principal in Charge	Project Manager	Design Manager	Engineer	Engineer I	Landscape Architect	Planner	Planner	Graphic Production	FIRM TOTAL BY TASK
		\$278.00	\$190.00	\$256.00	\$186.00	\$140.00	\$170.00	\$138.00	\$138.00	\$123.00	
<b>NOTE: Overhead and fee built into labor rate</b>											
<b>Task 1: Project Administration</b>											
	1.1 Kickoff Meeting		6	2							8
	1.2 Bi-weekly meetings and ongoing PM		24	4				18			46
	13. Progress Reporting		14	2							16
	Subtotal Hours	0	44	8	0	0	0	18	0	0	70
	Subtotal Cost	\$0.00	\$8,360.00	\$2,048.00	\$0.00	\$0.00	\$0.00	\$2,484.00	\$0.00	\$0.00	\$12,892.00
<b>Task 2: Public Outreach and Juris. Collab.</b>											
	2.1 Public Engagement Plan		4						12		16
	2.2 Broad Public Engagement		36	12	8		8		40	20	124
	2.3 Intra and Inter-Agency Collaboration		12	12							24
	Subtotal Hours	0	52	24	8	0	8	0	52	20	164
	Subtotal Cost	\$0.00	\$9,880.00	\$6,144.00	\$1,488.00	\$0.00	\$1,360.00	\$0.00	\$7,176.00	\$2,460.00	\$28,508.00
<b>Task 3: Site Feasibility</b>											
	3.1 Plan and Policy Review		4					16			20
	3.2 Basemap Development and Site Analysis		12	8	24		4	12	30		90
	3.3 Critical Areas Review		4	4							8
	3.4 Mitigation Planning		4	2							6
	3.5 Climate Resilience										0
	3.6 Geotechnical Analysis		2	4							6
	3.7 Site Feasibility Memo		12	8	12		24	20			76
	Subtotal Hours	0	38	26	36	0	28	48	30	0	206
	Subtotal Cost	\$0.00	\$7,220.00	\$6,656.00	\$6,696.00	\$0.00	\$4,760.00	\$6,624.00	\$4,140.00	\$0.00	\$36,096.00
<b>Task 4: Alternatives Analysis</b>											
	4.1 Alignment Concept Devel and Eval Criteria		8	8	4		18	16			54
	4.2 Wetland and Stream Delineation		1	1							2
	4.3 Critical Areas Tech Memo		1	1							2
	4.4 Alternatives Evaluation		12	4	24		8	24			72
	4.5 Alignment Recommendation		12	6	12		8	8			46
	Subtotal Hours	0	34	20	40	0	34	48	0	0	176
	Subtotal Cost	\$0.00	\$6,460.00	\$5,120.00	\$7,440.00	\$0.00	\$5,780.00	\$6,624.00	\$0.00	\$0.00	\$31,424.00
<b>Task 5: Preferred Alternative Concept Design</b>											
	5.1 Draft Schematic Design	4	14	16	40	40	24				138
	5.2 Draft Opinion of Costs	2		4	16	16	8				46
	5.3 Schematic Design Report with Permitting Matrix	2	8	16	36	20	8	6			96
	5.4 Final Schematic Design	2	8	16	20	20	8				74
	5.5 Final Opinions of Cost	1		4	12	8	8	8			41
	Subtotal Hours	11	30	56	124	104	56	14	0	0	395
	Subtotal Cost	\$3,058.00	\$5,700.00	\$14,336.00	\$23,064.00	\$14,560.00	\$9,520.00	\$1,932.00	\$0.00	\$0.00	\$72,170.00
<b>Task 6: Grant Support</b>											
	5.1 Grant Matrix	1	6	4				16			27
	5.2 Grant Support		24					36			60
	Subtotal Hours	1	30	4	0	0	0	52	0	0	87
	Subtotal Cost	\$278.00	\$5,700.00	\$1,024.00	\$0.00	\$0.00	\$0.00	\$7,176.00	\$0.00	\$0.00	\$14,178.00
<b>Direct Expenses</b>											
	Travel										\$ 500.00
	Printing										\$ 300.00
	Subtotal Direct Expenses										\$800.00
	<b>Total Hours</b>	<b>12</b>	<b>228</b>	<b>138</b>	<b>208</b>	<b>104</b>	<b>126</b>	<b>180</b>	<b>82</b>	<b>20</b>	<b>1098</b>
	<b>Labor (includes overhead and fee)</b>	<b>\$3,336</b>	<b>\$43,320</b>	<b>\$35,328</b>	<b>\$38,688</b>	<b>\$14,560</b>	<b>\$21,420</b>	<b>\$24,840</b>	<b>\$11,316</b>	<b>\$2,460</b>	<b>\$196,068.00</b>

		\$179,346.62 33%														
		Herrera														
		Colleen Mitchell Shannon Gray		Jim Esteban	Christina Merten	Liliana Hansen	Tina Mirabile									
Project Role		Engineer VI	Engineer IV	Engineer II	Scientist VI	Scientist IV	Scientist IV	Project Accountant IV	Admin Coord IV	Scientist III	Scientist I	GIS Analyst II	GIS Analyst VI	CAD Tech IV	Scientist V	FIRM TOTAL BY TASK
		\$279.13	\$235.23	\$163.48	\$293.41	\$206.91	\$224.13	\$173.65	\$143.83	\$146.84	\$115.61	\$128.62	\$274.61	\$174.99	\$233.75	
<b>NOTE: Overhead and fee built into labor rate</b>																
<b>Task 1: Project Administration</b>																
1.1 Kickoff Meeting			2			2										4
1.2 Bi-weekly meetings and ongoing PM			11			5		2								18
1.3 Progress Reporting		2	6					9								17
	Subtotal Hours	2	19	0	0	7	0	11	0	0	0	0	0	0	0	39
	Subtotal Cost	\$558.26	\$4,469.37	\$0.00	\$0.00	\$1,448.37	\$0.00	\$1,910.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,386.15
<b>Task 2: Public Outreach and Juris. Collab.</b>																
2.1 Public Engagement Plan			1			1										2
2.2 Broad Public Engagement						20										0
2.3 Intra and Inter-Agency Collaboration		0	10													30
	Subtotal Hours	0	11	0	0	21	0	0	0	0	0	0	0	0	0	32
	Subtotal Cost	\$0.00	\$2,587.53	\$0.00	\$0.00	\$4,345.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,932.64
<b>Task 3: Site Feasibility</b>																
3.1 Plan and Policy Review																0
3.2 Basemap Development and Site Analysis			20	22		5						30	5			82
3.3 Critical Areas Review			2			25	3			16	3	43	5			97
3.4 Mitigation Planning		2	2		1	8	6			2	2	5				28
3.5 Climate Resilience												8			25	33
3.6 Geotechnical Analysis								0								0
3.7 Site Feasibility Memo		3	5	7	1	8	3					8				35
	Subtotal Hours	5	29	29	2	46	12	0	0	18	5	94	10	0	25	275
	Subtotal Cost	\$1,395.65	\$6,821.67	\$4,740.92	\$586.82	\$9,517.86	\$2,689.56	\$0.00	\$0.00	\$2,643.12	\$578.05	\$12,090.28	\$2,746.10	\$0.00	\$5,843.75	\$49,653.78
<b>Task 4: Alternatives Analysis</b>																
4.1 Alignment Concept Devel and Eval Criteria		3	16	20	1	25	4					6		10		85
4.2 Wetland and Stream Delineation						35	30			65						130
4.3 Critical Areas Tech Memo			1		2	8		3	25	10	10					59
4.4 Alternatives Evaluation		2	7		2	12	12				3				4	42
4.5 Alignment Recommendation		2	10	8	2	14	7				3	5				51
	Subtotal Hours	7	34	28	7	86	61	0	3	90	16	21	0	10	4	367
	Subtotal Cost	\$1,953.91	\$7,997.82	\$4,577.44	\$2,053.87	\$17,794.26	\$13,671.93	\$0.00	\$431.49	\$13,215.60	\$1,849.76	\$2,701.02	\$0.00	\$1,749.90	\$935.00	\$68,932.00
<b>Task 5: Preferred Alternative Concept Design</b>																
5.1 Draft Schematic Design		7	16	26	2	14				12				20		97
5.2 Draft Opinion of Costs		2	4	12		5								2		25
5.3 Schematic Design Report with Permitting Matrix		2	4	10	2	4						8			2	32
5.4 Final Schematic Design		4	8	16	1	4				4				8		45
5.5 Final Opinions of Cost		1	2	6		5								2		16
	Subtotal Hours	16	34	70	5	32	0	0	0	16	0	8	0	32	2	215
	Subtotal Cost	\$4,466.08	\$7,997.82	\$11,443.60	\$1,467.05	\$6,621.12	\$0.00	\$0.00	\$0.00	\$2,349.44	\$0.00	\$1,028.96	\$0.00	\$5,599.68	\$467.50	\$41,441.25
<b>Task 6: Grant Support</b>																
6.1 Grant Matrix		4	2			2										8
6.2 Grant Support																0
	Subtotal Hours	4	2	0	0	2	0	0	0	0	0	0	0	0	0	8
	Subtotal Cost	\$1,116.52	\$470.46	\$0.00	\$0.00	\$413.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.80
<b>Direct Expenses</b>																
Travel																\$ 2,000.00
Printing																\$ 2,000.00
	Subtotal Direct Expenses															\$ 2,000.00
	<b>Total Hours</b>	<b>34</b>	<b>129</b>	<b>127</b>	<b>14</b>	<b>194</b>	<b>73</b>	<b>11</b>	<b>3</b>	<b>124</b>	<b>21</b>	<b>123</b>	<b>10</b>	<b>42</b>	<b>31</b>	<b>936</b>
	<b>Labor (includes overhead and fee)</b>	<b>\$9,490</b>	<b>\$30,345</b>	<b>\$20,762</b>	<b>\$4,108</b>	<b>\$40,141</b>	<b>\$16,361</b>	<b>\$1,910</b>	<b>\$431</b>	<b>\$18,208</b>	<b>\$2,428</b>	<b>\$15,820</b>	<b>\$2,746</b>	<b>\$7,350</b>	<b>\$7,246</b>	<b>\$179,346.62</b>

		\$68,863.00				
		13%				
		SCJ				
		Scott Sawyer, PE    Susann Babbei, PE				
Project Role		Principal	Project Manager	Senior Consultant	Design Engineer	FIRM TOTAL BY
		315.00	225.00	247.00	135.00	
<b>NOTE: Overhead and fee built into labor rate</b>						
<b>Task 1: Project Administration</b>						
	1.1 Kickoff Meeting	2	2	2		6
	1.2 Bi-weekly meetings and ongoing PM	12				12
	1.3 Progress Reporting	4				4
	Subtotal Hours	18	2	2	0	22
	Subtotal Cost	\$5,670.00	\$450.00	\$494.00	\$0.00	\$6,614.00
<b>Task 2: Public Outreach and Juris. Collab.</b>						
	2.1 Public Engagement Plan					0
	2.2 Broad Public Engagement		4			10
	2.3 Intra and Inter-Agency Collaboration	6		10		16
	Subtotal Hours	12	4	10	0	26
	Subtotal Cost	3,780	900	2,470	0	\$7,150.00
<b>Task 3: Site Feasibility</b>						
	3.1 Plan and Policy Review					0
	3.2 Basemap Development and Site Analysis	2	14	2	8	26
	3.3 Critical Areas Review	1		14		15
	3.4 Mitigation Planning			2		2
	3.5 Climate Resilience					0
	3.6 Geotechnical Analysis					0
	3.7 Site Feasibility Memo	4	4	4		12
	Subtotal Hours	7	18	22	8	55
	Subtotal Cost	2,205	4,050	5,434	1,080	12,769
<b>Task 4: Alternatives Analysis</b>						
	4.1 Alignment Concept Devel and Eval Criteria	4	20		32	56
	4.2 Wetland and Stream Delineation					0
	4.3 Critical Areas Tech Memo					0
	4.4 Alternatives Evaluation	4	4			8
	4.5 Alignment Recommendation	2	2			4
	Subtotal Hours	10	26	0	32	68
	Subtotal Cost	3,150	5,850	0	4,320	13,320
<b>Task 5: Preferred Alternative Concept Design</b>						
	5.1 Draft Schematic Design	4	10		30	44
	5.2 Draft Opinion of Costs	2	8		30	40
	5.3 Schematic Design Report with Permitting Matrix	2	10		6	18
	5.4 Final Schematic Design	2	8		20	30
	5.5 Final Opinions of Cost	2	4		32	38
	Subtotal Hours	12	40	0	118	170
	Subtotal Cost	\$3,780.00	\$9,000.00	\$0.00	\$15,930.00	28,710
<b>Task 6: Grant Support</b>						
	5.1 Grant Matrix					0
	5.2 Grant Support					0
	Subtotal Hours	0	0	0	0	0.00
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	0.00
<b>Direct Expenses</b>						
	Travel					\$ 300.00
	Printing					
	Subtotal Direct Expenses					\$ 300.00
	<b>Total Hours</b>	<b>47</b>	<b>50</b>	<b>34</b>	<b>40</b>	<b>171</b>
	<b>Labor (includes overhead and fee)</b>	<b>18,585</b>	<b>20,250</b>	<b>8,398</b>	<b>21,330</b>	<b>\$68,863.00</b>

		\$44,193.53 8% Geoengineers					
Project Role		Associate	Senior Engineer	Staff 3 Engineer	GIS Analyst Admin Support		FIRM TOTAL BY
<i>NOTE: Overhead and fee built into labor rate</i>							
<b>Task 1: Project Administration</b>							
	1.1 Kickoff Meeting						0
	1.2 Bi-weekly meetings and ongoing PM	6					6
	1.3. Progress Reporting	12					12
	Subtotal Hours	18	0	0	0	0	18
	Subtotal Cost	\$4,784.91	\$0.00	\$0.00	\$0.00	\$0.00	\$4,784.91
<b>Task 2. Public Outreach and Juris. Collab.</b>							
	2.1 Public Engagement Plan						0
	2.2 Broad Public Engagement						0
	2.3 Intra and Inter-Agency Collaboration						0
	Subtotal Hours	0	0	0	0	0	0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Task 3. Site Feasibility</b>							
	3.1 Plan and Policy Review						0
	3.2 Basemap Development and Site Analysis	12				22	34
	3.3 Critical Areas Review						0
	3.4 Mitigation Planning						0
	3.5 Climate Resilience						0
	3.6 Geotechnical Analysis	4	18	30	6	6	64
	3.7 Site Feasibility Memo	8				18	26
	Subtotal Hours	24	18	30	6	46	124
	Subtotal Cost	\$6,379.88	\$4,389.53	\$4,412.14	\$914.82	\$5,903.23	\$21,999.60
<b>Task 4. Alternatives Analysis</b>							
	4.1 Alignment Concept Devel and Eval Criteria					8	8
	4.2 Wetland and Stream Delineation						0
	4.3 Critical Areas Tech Memo						0
	4.4 Alternatives Evaluation	12					12
	4.5 Alignment Recommendation						0
	Subtotal Hours	12	0	0	0	8	20
	Subtotal Cost	\$3,189.94	\$0.00	\$0.00	\$0.00	\$1,026.65	\$4,216.59
<b>Task 5. Preferred Alternative Concept Design</b>							
	5.1 Draft Schematic Design	12				8	20
	5.2 Draft Opinion of Costs	4					4
	5.3 Schematic Design Report with Permitting Matrix	8			12		20
	5.4 Final Schematic Design	6			12		18
	5.5 Final Opinions of Cost	2					2
	Subtotal Hours	32	0	0	24	8	64
	Subtotal Cost	\$8,506.51	\$0.00	\$0.00	\$3,659.27	\$1,026.65	\$13,192.43
<b>Task 6. Grant Support</b>							
	5.1 Grant Matrix						0
	5.2 Grant Support						0
	Subtotal Hours	0	0	0	0	0	0
	Subtotal Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Direct Expenses</b>							
	Travel						\$ 500.00
	Printing						
	Subtotal Direct Expenses						\$ 500.00
	<b>Total Hours</b>	<b>86</b>	<b>18</b>	<b>30</b>	<b>30</b>	<b>62</b>	<b>226</b>
	<b>Labor (includes overhead and fee)</b>	<b>\$22,861</b>	<b>\$4,390</b>	<b>\$4,412</b>	<b>\$4,574</b>	<b>\$7,957</b>	<b>\$44,693.53</b>

		\$53,755.14 10%							
		1 Alliance Geomatics							
Project Role		Principal	PM	QM	PLS/Project	CADD 5	TECH 5	TECH 3	FIRM TOTAL BY
<i>NOTE: Overhead and fee built into labor rate</i>		278.45	205.04	205.04	139.23	159.48	159.48	101.26	
<b>Task 1: Project Administration</b>									
	1.1 Kickoff Meeting								0
	1.2 Bi-weekly meetings and ongoing PM	4							4
	1.3. Progress Reporting	4	8						12
	Subtotal Hours	8	8						16
	Subtotal Cost	\$2,227.60	\$1,640.32						\$3,867.92
<b>Task 2. Public Outreach and Juris. Collab.</b>									
	2.1 Public Engagement Plan								0
	2.2 Broad Public Engagement								0
	2.3 Intra and Inter-Agency Collaboration								0
	Subtotal Hours								0
	Subtotal Cost								\$0.00
<b>Task 3. Site Feasibility</b>									
	3.1 Plan and Policy Review								0
	3.2 Basemap Development and Site Analysis								0
	3.3 Critical Areas Review								0
	3.4 Mitigation Planning								0
	3.5 Climate Resilience								0
	3.6 Geotechnical Analysis								0
	3.7 Site Feasibility Memo								0
	Subtotal Hours								0
	Subtotal Cost								\$0.00
<b>Task 4. Alternatives Analysis</b>									
	4.1 Alignment Concept Devel and Eval Criteria								0
	4.2 Wetland and Stream Delineation	2	12	12	8	64	120	120	338
	4.3 Critical Areas Tech Memo								0
	4.4 Alternatives Evaluation								0
	4.5 Alignment Recommendation								0
	Subtotal Hours	2	12	12	8	64	120	120	338
	Subtotal Cost	\$556.90	\$2,460.48	\$2,460.48	\$1,113.84	\$10,206.72	\$19,137.60	\$12,151.20	\$48,087.22
<b>Task 5. Preferred Alternative Concept Design</b>									
	5.1 Draft Schematic Design								0
	5.2 Draft Opinion of Costs								0
	5.3 Schematic Design Report with Permitting Matrix								0
	5.4 Final Schematic Design								0
	5.5 Final Opinions of Cost								0
	Subtotal Hours								0
	Subtotal Cost								\$0.00
<b>Task 6. Grant Support</b>									
	5.1 Grant Matrix								0
	5.2 Grant Support								0
	Subtotal Hours								0
	Subtotal Cost								\$0.00
<b>Direct Expenses</b>									
	Travel								\$ 900.00
	Printing								
	Subtotal Direct Expenses								\$ 900.00
	<b>Total Hours</b>	<b>10</b>	<b>20</b>	<b>12</b>	<b>8</b>	<b>64</b>	<b>120</b>	<b>120</b>	<b>354</b>
	<b>Labor (includes overhead and fee)</b>	<b>\$2,785</b>	<b>\$4,101</b>	<b>\$2,460</b>	<b>\$1,114</b>	<b>\$10,207</b>	<b>\$19,138</b>	<b>\$12,151</b>	<b>\$52,855.14</b>