

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

Agreement Number: CCF01-19

Firm/Organization Legal Name (do not use dba's): Jacobs Engineering Group, Inc.	
Address 1100 112 th Avenue NE, Suite 500, Bellevue, WA 98004	Federal Aid Number
UBI Number 601008037	Federal TIN or SSN Number 95-4081636
Execution Date 12/12/19	Completion Date 12/31/2022
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title 43 rd Avenue SE from SR 524 to 180 th Street SE	
Description of Work <i>Provide all design services necessary to complete 60% engineering design, 60% plans and details, and 60% estimate of probably construction costs for improvements to 43rd Ave SE and Sunset Rd between SR 524 and 180th Street SE, east of the Mill Creek city limits, in unincorporated Snohomish County.</i>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$561,647.00

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- Exhibit A-2 Scope of Work (Task Order)
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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between Snohomish County, a political subdivision of the State of Washington, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit

“B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller, M/S 607
City: Everett State: WA Zip: 98201
Email: gidget.ames@snoco.org
Phone: 425-262-2360
Facsimile: 425-388-6449

If to CONSULTANT:

Name: Jeff D. Benson
Agency: Jacobs Engineering Group, Inc.
Address: 1100 112th Ave NE, Suite 500
City: Bellevue State: WA Zip: 98004
Email: jeff.benson@jacobs.com
Phone: 425-233-3234
Facsimile: 425-468-3100

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and

for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

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

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

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

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

JENNIFER D. BENSON
Manager of Projects

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

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

B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 -Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46

“Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for

any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

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

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

Name: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller, M/S 607
City: Everett State: WA Zip: 98201
Email: pwinsurance@snoco.org
Phone: 425-262-2360
Facsimile: 425-388-6449

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

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

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

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY

decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public

Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

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

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

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

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

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

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

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

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that

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

XX. Records Maintenance

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

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

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

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

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

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



Signature Jeff D. Benson
Manager of Projects, Jacobs Engineering Group, Inc.

2019-10-15

Date



Signature **KEN KLEIN**
Executive Director

Date

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

**CONTRACT TEMPLATE ONLY
REVIEWED ONLY:**

George B. Marsh
Deputy Prosecuting Attorney
Date: 4/13/2018

COUNCIL USE ONLY	
Approved: _____	DEC 1 1 2019
Docfile: _____	D-30

INTRODUCTION

The CONSULTANT will prepare 60% design documents as detailed in this Scope of Services for improvements to 43rd Avenue SE from SR 524 to 180th Street SE. The basis (starting point) for the 60% design are the 30% design plans, documents and reports prepared the COUNTY dated June 2019 which include approximately 10,000 linear feet of roadway infrastructure improvements. Included in this effort is project management, 60% engineering design, 60% plans and details, and 60% estimate of probable construction costs for roadway infrastructure improvements which include roadway widening, roadway reconstruction, roundabouts, curb and gutter, sidewalks, curb ramps, retaining walls, storm drainage collection and conveyance, storm drainage retention and detention, storm drainage water quality, and associated utility coordination. The CONSULTANT will also assist the COUNTY in identifying right-of-way needs in support of the COUNTY's work in preparation of the right-of-way plans.

The planned roadway infrastructure improvements along 43rd Avenue SE vary within each segment, generally are as follows:

Segment A (SR 524 to 200th St SE) consisting of approximately 900 linear feet of new roundabout and roadway approach along SR 524; approximately 2,700 linear feet of roadway widening / reconstruction; and storm drainage improvements consisting of bioswales, infiltration trenches, drywells, catch basins and piping. This segment contains all-or portions-of drainage TDA's 1 through 3.

Segment B (200th St SE to 196th St SE) consisting of approximately 1,350 linear feet of roadway widening / reconstruction, profile modifications (cut and fill), and fill retaining walls; and storm drainage improvements consisting of bioswales, storm chamber detention systems, open pond detention system, catch basins and piping. This segment contains all-or portions-of drainage TDA's 3 through 5.

Segment C (196th St SE to 188th St SE) consisting of new roundabout at Jewell Road; approximately 2,650 linear feet of roadway widening / reconstruction; and storm drainage improvements consisting of bioswales, infiltration trenches, drywells, storm chamber detention systems, catch basins and piping. This segment contains all-or portions-of drainage TDA 6.

Segment D (188th St SE to 184th St SE) consisting of approximately 650 linear feet of trench roadway restoration; approximately 650 linear feet of half-street roadway widening, curb and gutter, planter, and sidewalks; and storm drainage improvements consisting of bioswales, detention pipe system, catch basins and piping. This segment contains all-or portions-of drainage TDA's 7 and 8.

Segment E (184th St SE to 42nd Dr SE) consisting of approximately 450 linear feet of new roadway alignment, curb and gutter, planters, sidewalks and fill retaining walls connecting to Sunset Road; and storm drainage improvements consisting of catch basins and piping. This segment contains all-or portions-of drainage TDA 10.

Segment F (Sunset Rd @ 180th St SE – Southern Approach) consisting of approximately 500 linear feet of half-street roadway widening, curb and gutter along Sunset Road; and storm drainage improvements consisting of catch basins and piping. This segment contains all-or portions-of drainage TDA 10.

Segment G (Sunset Rd @ 180th St SE – Northern Approach) consisting of approximately 350 linear feet of roadway widening, sidewalks, planters, curb and gutter along Sunset Road. This segment contains all-or portions-of drainage TDA 10.

Segment H (180th St SE @ Sunset Rd – Western Approach) consisting of approximately 500 linear feet of roadway widening, sidewalk, planters, curb and gutter along 180th Street west of Sunset Road; and storm drainage improvements consisting of catch basins and piping. This segment contains all-or portions-of drainage TDA 10.

Segment I (180th St SE @ Sunset Rd – Eastern Approach) consisting of approximately 250 linear feet of roadway widening, sidewalks, planters, curb and gutter along 180th Street east of Sunset Road; and storm drainage improvements consisting of open pond detention system, catch basins and piping. This segment contains all-or portions-of drainage TDA 10.

The target for completing 60% design deliverables is 8 months following notice to proceed. Work to address completion of Final Plans, Specifications and Opinion of Cost for construction will be incorporated as a future amendment.

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

Services provided by the CONSULTANT consist of the following:

GENERAL SCOPE OF SERVICES

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

- Task 1 – Project Management and Coordination
- Task 2 – Survey and Basemapping Coordination
- Task 3 – Right-of-Way Assistance and Coordination
- Task 4 – Environmental and Public Involvement Support
- Task 5 – Agency Coordination
- Task 6 – Geotechnical Coordination
- Task 7 – Utility Coordination
- Task 8 – Storm Drainage Design
- Task 9 – 60% Plan Preparation, Specification List and Opinion of Cost
- Task 10 – Roundabout Design
- Task 11 – Project File Management and Electronic Exchange of Engineering and Other Data

Note 1: Additional Services

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

Future project phases may include 90% Design, Final Bid Documents (Plans, Specifications and Estimate - PS&E), Assistance during Bidding, Design Services during Construction (DSDC) and Construction Administration and Management Services.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

1.1 Project Administration

The CONSULTANT will provide project management and administration (including invoicing, monthly progress reports, and schedule updates) and coordination with COUNTY staff throughout the project's duration. The CONSULTANT will provide oversight, direction and management of the project team for execution of work as identified in this scope of services and will monitor the project budget and schedule. For budgeting purposes the project duration is assumed to be 8 months.

The CONSULTANT will manage the schedule, scope, budget, and quality over the term of the Agreement. Progress report including project progress, upcoming work, schedule status and financial status will be included with each invoice. This work element is intended to help monitor costs and budgets, and to propose corrective actions. This may include formal scope and/or budget modifications if mutually agreed. The CONSULTANT's Project Manager will provide the COUNTY's Project Manager a weekly email with accomplishments for the week.

The CONSULTANT's Project Manager will maintain communication with the COUNTY's Project Manager and the CONSULTANT's Project Team via informal meetings, telephone discussions, electronic mail and other means necessary.

1.2 Project Coordination Meetings

Participate in project kickoff meeting. Participate in monthly project coordination meetings with the COUNTY (assume 8 meetings). Attend up to four (4) additional coordination meetings with COUNTY resource groups and staff on an as needed basis. Project coordination meetings are anticipated to last approximately 1 hour each. The CONSULTANT will prepare meeting agendas and meeting notes with the assistance from the COUNTY. Utility coordination meetings are not included in this task (see Task 7).

1.3 Project Work Plan

The CONSULTANT will prepare a work plan for the project after the Notice to Proceed which includes a project team communication plan, identification of deliverables, a quality control plan, and procedures for change management.

1.4 Project Schedule

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

1.5 Quality Assurance

This work element is for development of a quality assurance (QA) plan for oversight of quality control review of CONSULTANT deliverables by designated staff members of the CONSULTANT team. The plan will cover review of documents; reports; plans, specifications, cost estimates; and pertinent information on an ongoing basis. The program entails the periodic review of study criteria, design, and assumptions; as well as concepts, presentation and format of product; and consistency with the overall project objectives.

Assumptions:

- Project meetings will be held at the COUNTY offices.
- Project kickoff meeting will be held at Jacobs' Bellevue Office.
- The number of Jacobs's staff attending each meeting are approximately limited to those shown within the project level of effort (budgeting) spreadsheet.
- Hours required for quality control (checking) of all work products are included in the tasks under which those work products are scoped.

Deliverables:

- Project Meeting Agenda and Meeting Notes, when applicable (up to 13 meetings)
- Monthly Invoices and Progress Reports (up to 8 invoices)
- Draft and Final project work plan including the Quality Assurance plan (1 each)
- Project Schedule with Monthly project schedule updates (In Microsoft Project)

Task 2 – Survey and Basemapping

Topographic survey basemaps and digital terrain model prepared by the COUNTY for use during 30% design will be provided to the CONSULTANT in AutoCAD Civil3D format to support the 60% survey and design efforts by the CONSULTANT.

The CONSULTANT will provide supplemental 60% design level survey mapping and digital terrain model of project improvement areas beyond/outside the limits of COUNTY-provided survey, where practicable using ground based 3D laser scanning survey equipment operated from within the maintained COUNTY right-of-way. It is mutually understood by the COUNTY and CONSULTANT that the limits/coverage and accuracy of survey provided by 3D laser scanning are limited by "line-of-sight" obstructions caused by existing trees, vegetation, fences and other obstructions which exist along the corridor. Therefore supplemental survey mapping will only be provided as practicable where significant line-of-sight obstructions do not exist at the time of survey.

3D Laser Scanning: Supplemental 60% design level 3D laser scanning and mapping will be provided where practicable along roadway corridor Segments A, B, C, F, G, H, and I (highlighted in red and yellow on the Survey Limits exhibit below); and also Sites 1 and 2 (highlighted in blue). Primary focus of the laser scanning is to obtain open driveways and adjacent front yard areas not obstructed from sight.

Ground Based Mapping: Ground based mapping will be utilized in accessible areas along the transmission line corridor south of 196th Street. This will include the portion of parcel 27052100300200 north of Maltby Rd., 27052100203400, 27052100200300 (once rights-of-entry are obtained), the south and east frontage of 27050900305000 and the east frontage of 27050900302500 as shown in Exhibit A, Surveying Limits. Also included is a 125' x 50' swath located in the northeast corner of the wetland at the intersection of 180th St. SE and Sunset Rd.

Exhibit A – Surveying Limits



Survey Control: This task includes the establishment of survey control, or the recovery of existing survey control, as required for supplemental survey and mapping. Survey control will be set, found, or referenced utilizing Real Time Kinematic (RTK) GPS (GNSS) and the Washington State Reference Network (WSRN) in conformance with industry standards.

- **Geodetic Survey Control:** A system of horizontal and/or vertical control stations that have been established and adjusted by geodetic methods and in which the shape and the size of the earth (geoid) have been considered in position computations. A geodetic datum is an abstract coordinate system with a reference surface that serves to provide known locations to begin surveys and create maps.
- **Horizontal:** Survey work shall reference the Washington State Plane Coordinate System of 1983 as established in accordance with Chapter 58.20 Revised Code of Washington.
- **Vertical:** The Vertical Datum for the survey work shall reference the North American Vertical Datum of 1988 (NAVD88).

Office Processing: This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the supplemental survey and base mapping. For 3D laser scanning efforts, sub-tasks include the registering of point clouds; evaluating the registrations; exporting the point cloud data to Civil3D; creating or picking of appropriate points in Civil3D; Linework and Layering, and standard CADD drafting of the deliverables.

Additional Topographic Mapping Services (where mutually agreed by the COUNTY and CONSULTANT): This task includes up to five (5) days of supplemental field topographic survey work with corresponding office mapping support to be set aside for additional supplemental mapping not included in the above scope of services; only if authorized by the COUNTY. The level of effort to perform this task (if authorized) is limited to a maximum of 140 staff hours.

Assumptions:

- Best attempts will be made to scan beyond the Right-of-Way limits including driveways.
- The COUNTY will provide existing horizontal and vertical control.
- Rights-of-Entry, if required, will be organized, granted and confirmed by the COUNTY.
- Survey of wetland delineation/flags is not a part of these services.
- Right-of-Way and parcel resolution are not a part of these services.
- Utility locates is not a part of these services.

- COUNTY will provide existing basemap files in Civil3D with field survey data, DTM surfaces, and support files suitable for external referencing into design files upon notice to proceed.
- The survey control plan will be prepared by the COUNTY for the contract documents with assistance by the CONSULTANT.
- The CONSULTANT will rely on the accuracy of the base maps provided by the COUNTY.

Deliverables:

- Supplemental AutoCAD Civil 3D survey base map at 1"= 20' (electronic copy) in Snohomish County Standards.
- Supplemental integrated Land XML-compatible digital terrain model (DTM).
- ASCII file with point numbers, coordinates, elevations, and descriptions for each survey point, with benchmarks and survey control points clearly identified.

Task 3 – Right-of-Way Assistance and Coordination

The CONSULTANT will work with the COUNTY to determine the new Right-of-Way line. The CONSULTANT will attend two (2) meetings with the county to discuss determination and identification of right-of-way and easement limits necessary for the planned stormwater facilities, stormwater improvements, and roadway and driveway improvements based on design as defined in this scope of services. One meeting will be a design only meeting and one meeting will include staff from the County Right-of-Way group.

Assumptions:

- The COUNTY will be responsible for preparing and assembling all of the Right-of-Way plans and acquisition documents, including easements.
- Right-of-Way Appraisals, Acquisition and Negotiation Services are NOT included in this scope of services.

Deliverables:

- AutoCAD files, using COUNTY standards, containing proposed line work for permanent right-of-way and easements for road and drainage improvements; and approximate temporary easements for construction of driveways and cut/fill slopes.
- Right-of-Way coordination meetings (up to 2 meetings 1.5 hours each).

Task 4 – Environmental and Public Involvement Support

The CONSULTANT will assist the COUNTY with environmental documentation and public involvement as defined below.

4.1 Support for Environmental Documentation and Permit Requirements

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

Assumptions:

- The COUNTY will coordinate, create and apply for all environmental permits.
- The COUNTY is proceeding with design as a federally funded project in the event that federal funds are allocated.
- Supporting information provided by the CONSULTANT will be limited to earthwork quantities, areas of existing and new impervious surfaces, and flow control/water quality information associated with the 60% design development.
- The CONSULTANT will provide supporting information to the COUNTY in an AutoCAD file, using COUNTY standards, and excel file. AutoCAD file will include cut/fill lines, disturbed area and quantity boundaries. The excel file will include earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information.
- Wetland and stream impacts are anticipated. COUNTY staff will provide wetland delineations to the CONSULTANT in AutoCAD. The CONSULTANT will overlay wetland/stream impacts lines in AutoCAD quantifying the extent of critical areas impacts (wetland, stream and buffer impacts).
- The level of effort to complete this task is limited to that allocated within the level of effort budgeting spreadsheet.

Deliverables:

- One (1) AutoCAD file, using COUNTY standards, with cut/fill lines, disturbed area, quantity boundaries and wetland/stream impacts lines.
- One (1) excel file with earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information.
- One (1) marked up review copy of the COUNTY-provided draft environmental documents.

4.2 Assistance in Public Involvement

CONSULTANT will provide review of newsletters and web page updates, with effort to be limited to that allocated within the level of effort budgeting spreadsheet.

Assumptions:

- The COUNTY will lead public outreach efforts.
- For budgeting purposes it has been assumed that there will be one (1) newsletter and one (1) web page update during the course of design.

Deliverables:

- Review comments on one (1) newsletter and one (1) web page updates.

Task 5 – Agency Coordination

The CONSULTANT will provide plans showing mailbox information, to be submitted to the US Post Office for review by the COUNTY. All information required in preparation of these plans will be provided to the CONSULTANT by the COUNTY.

The CONSULTANT will prepare an Intersection Control Evaluation (ICE) based on WSDOT guidelines documenting performance of the COUNTY's preferred roundabout alternative for the intersection of 43rd Avenue SE at SR 524. The document will use previously completed (30% design) traffic analysis and alternative analysis, with the following supplemental studies to be provided:

- Off-Peak Traffic Analysis: The CONSULTANT will complete an analysis of one additional time period representative of off-peak travel conditions.
- Safety Performance Analysis: The CONSULTANT will provide Safety Performance Analysis for the preferred roundabout alternative to meet the WSDOT Safety Analysis Guide for ICE safety analysis procedures.
- Multimodal Safety and Operations: The CONSULTANT will complete a multimodal safety and operations analysis for the preferred roundabout alternative to meet the ICE requirements.
- Travel Time Savings: The CONSULTANT will complete an analysis of the travel time savings for the preferred roundabout alternative throughout the day.
- Societal cost savings: The CONSULTANT will provide a cost savings analysis of reduced crash frequency and/or severity to meet Chapter 321 of the WSDOT Safety Analysis Guide.

The CONSULTANT will prepare a Basis of Design Form and Memorandum based on WSDOT guidelines for the 43rd Avenue SE at SR 524 intersection.

Assumptions:

- The COUNTY will coordinate with the Postal Service.
- CONSULTANT will participate in one (1) coordination meeting with each of the above-listed agencies.
- The COUNTY will provide direction on locations for mailbox relocations when verifying the meeting minutes.
- Only the roundabout alternative contained within the 43rd Avenue SE – Sunset Road Connection Traffic Analysis (or operational equivalent) dated January 28, 2019 will be evaluated.
- Traffic forecasts from the 43rd Avenue SE – Sunset Road Connection Traffic Analysis (dated January 28, 2019) will be used for analysis.
- No additional modeling and analysis will be completed for a signalized alternative at the 43rd Avenue/SR 522 intersection.
- Existing signal warrants prepared by the COUNTY will be used if needed in support of the ICE. No updates to signal warrants are included in this scope.

Deliverables:

- County mailbox relocation plans.
- Meeting attendance and minutes for agency meeting, one (1).
- Plans at 60% showing proposed mailbox locations associated with the improvements.
- Draft and final Intersection Control Evaluation
- Draft and final Basis of Design Form and Memorandum

Task 6 – Geotechnical Coordination

The CONSULTANT team will coordinate with the COUNTY in identifying locations where geotechnical investigations are required for walls and signal pole foundations, for development of a pavement section, and for development of drainage design requirements for the proposed improvements. The investigations will provide information related to groundwater, infiltration potential (for water quality), wall type recommendations, pavement design, signal pole foundation type, and cut/fill requirements for the project area.

All requested geotechnical investigations will be performed by the COUNTY, or authorized agent of the COUNTY.

The CONSULTANT team will provide potential wall and stormwater facility locations and will identify locations where flow control and water quality facilities are planned to be located, based upon the “Storm

Concept Alternative Analysis” work previously completed and provided by the COUNTY and the Draft 60% Drainage Report. The CONSULTANT will coordinate with the geotechnical engineer to assess the feasibility of infiltration and detention locations.

Assumptions:

- Preliminary geotechnical design recommendations provided by the COUNTY will be used for the preparation of the 60% design submittal.
- The COUNTY is responsible for collection of geotechnical data and for providing all information required regarding foundation, infiltration, and groundwater requirements.
- If the geotechnical recommendations presented in the 30% design draft report differ from the preliminary design recommendations, any required design revisions will be incorporated after the 60% submittal and are not included in this scope and fee.
- Final geotechnical report will be deferred until after the 60% submittal.
- Snohomish County Engineering Design and Development Standard Details can be used for rockery walls.
- Washington State Department of Transportation Standard Plans will be used for signal poles.
- Pavement and subgrade sections will be provided by the COUNTY.

Deliverables:

- Marked up plans with proposed retaining wall locations, signal pole locations, and stormwater facility locations for use by COUNTY in development of a geotechnical investigation plan.

Task 7 – Utility Coordination

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

CONSULTANT will assist the COUNTY by verifying the existing public utility information. The CONSULTANT will rely on the Washington Utility Relocation Center (“One Call Tickets”) to provide names of utility owners present along the corridor. COUNTY will provide utility mapping data and CAD files. CONSULTANT’s work tasks will include:

- Review as-built record drawings provided by the COUNTY from utilities responding to the one-call tickets.
- Site visits (24 staff hours) to confirm and/or identify additional utilities.
- Attend one (1) coordination meeting (6 staff hours) with utility representatives and the COUNTY to discuss CONSULTANT’s research results. Prepare meeting summaries and distribute to the team as needed. (assume one coordination meeting in total)
- Prepare a design that avoids conflicts with existing utilities when feasible and practical. If conflicts are unavoidable, or create significant cost to the COUNTY, and the design requires the relocation of existing utilities, the CONSULTANT will develop a list of known utility conflicts spreadsheet with proposed pothole locations to be investigated.
- Provide the COUNTY with markups on the utility plans provided, based on the researched material, for the COUNTY to update utility base map.
- CONSULTANT shall create a utility coordination log (based on County format) limited to communication to follow up action items from the Utility Coordination meeting.

Assumptions:

- The following utilities and utility franchises exist along the project corridor:
 - Power (Snohomish COUNTY PUD)
 - Communication and Fiber-optics (Frontier)
 - Cable (Comcast and Wave Broadband)
 - Water (Alderwood Water and Sewer District)
 - Gas Distribution (Puget Sound Energy)
- Incorporation of any utility franchise design, such as new or upgraded waterlines, into the contract documents is NOT included in this scope of services and considered an Additional Service under a Supplement to this Agreement.
- The COUNTY will prepare inter-local agency agreements between the COUNTY and the utility agencies for incorporation of contract services to be included in the COUNTY's construction contracts. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, relocation of water lines, and traffic control.
- Undergrounding of overhead utilities lines is not anticipated.

Deliverables:

- Marked up/highlighted as-builts and COUNTY basemap showing identified discrepancies in utility locations and sizes
- Agenda, attendance and meeting minutes (assume 1 meeting total)
- Utility conflict EXCEL spreadsheet (updated after each meeting)
- Separate half size utility plan sheets with conflicts noted (with 60% submittal) – hard copy and PDF
- Utility coordination log limited to communication to follow up action items from the Utility Coordination meeting

Task 8 – Storm Drainage Design

8.1 Design Criteria

The drainage design will be developed using Snohomish County Engineering Design and Development Standards (EDDS), the 2016 edition of the Snohomish County Drainage Manual, and Snohomish County Code. The Department of Ecology (DOE) 2012 Low Impact Design Technical Guidance Manual for Puget Sound will also be used. Stormwater detention, infiltration, and water quality treatment will be designed according to the 2016 Snohomish County Drainage Manual. The flow control and water quality treatment Best Management Practices (BMPs), includes open detention ponds, underground storm chamber systems, vaults, bioretention cells, Filterra units, Modular Wetlands, hydrodynamic separators, and plastic detention chambers as shown in the COUNTY's 30% plans will be further designed and sized using the latest version of MGS Flood, a HSPF-based continuous runoff model. MGS Flood files developed as part of the COUNTY's 30% design report will be provided to the CONSULTANT.

The CONSULTANT will review the COUNTY-provided 30% storm drainage report and plans to become familiar with the selected 30% drainage design concepts; and will inform the COUNTY of any concerns regarding 30% drainage concepts, and/or alternative concepts the COUNTY may wish to consider in development of the 60% plans.

Deliverables:

- Memorandum (or email) informing the COUNTY of any concerns regarding the 30% drainage concepts, and/or alternative concepts the COUNTY may wish to consider.

8.2 Threshold Discharge Area (TDA) Maps

CONSULTANT will update the threshold discharge area (TDA) maps previously prepared for the COUNTY's preferred 30% design concept. The maps will show existing drainage features and patterns within the project corridor, based on any new information observed during the downstream analysis task. They will also identify TDA boundaries including the quarter mile flow paths used in determining each TDA. The maps, produced by the CONSULTANT, will be prepared with aerial mapping background provided by the COUNTY and show critical areas such as wetlands and streams as delineated by the COUNTY.

These TDA maps will include:

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

The CONSULTANT will provide the TDA Maps to the COUNTY for one draft and one final review. The CONSULTANT will provide one draft and one final revision. 60% design TDA mapping will be based on 30% design TDA mapping provided by the COUNTY. Any substantial revisions to 30% design TDA mapping may constitute extra work by the CONSULTANT, not considered part of this scope of work.

Deliverables:

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

8.3 Drain Fields

The COUNTY has mapped approximate locations of existing drain fields located within 100-feet of the right of way. The CONSULTANT will review COUNTY-provided Health Department permit records and associated AutoCAD drawing of existing drain fields along the corridor. Based on review of data provided by the COUNTY, the CONSULTANT will update the COUNTY-provided AutoCAD drawing of existing drain fields to incorporate any changes or additions.

Deliverables:

- One (1) AutoCAD drawing update of the existing drain fields.

8.4 Downstream Analysis

The CONSULTANT will conduct a downstream analysis for each TDA extending a quarter mile downstream/down-gradient of the project right-of-way limits for each of the TDAs identified. The downstream analysis will be performed as described in the 2017 Snohomish County Drainage Manual, Vol. 1, Section 3.3. Each analysis will include a review of COUNTY Drainage Inventory Maps, Drainage Needs Report, recent drainage complaint documentation provided by the COUNTY, and a visual assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for each of the downstream drainage conveyance systems associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The CONSULTANT will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This scope and budget does not include detailed

hydraulic analysis or computations of the downstream section, but it can be provided as an additional service if requested by the COUNTY.

The CONSULTANT will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data provided by the COUNTY and site visit observation.

This scope and budget does not include a detailed review of upstream basin boundary or land use assessment and any detailed hydraulic analysis or computations associated with the upstream basin, but it can be provided as an additional service if requested by the COUNTY.

Assumptions:

- The CONSULTANT will review up to twelve (12) TDA downstream routes.
- The downstream analysis field work and visual inspection of the upstream contributing basin areas will be conducted on the same site visit. Field work to complete these tasks for the twelve (12) TDAs will be limited to 32 staff hours.
- The downstream investigation assumes the COUNTY will provide all Rights of Entry for affected parcels. Rights of Entry documents will be acquired by the COUNTY prior to the scheduled time for the work. If a Right of Entry cannot be acquired in time or at all, the COUNTY in consultation with the CONSULTANT will determine if it is necessary to secure it to continue the work.

Deliverables:

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

8.5 Change in Land Cover Area Maps

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

Deliverables:

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

8.6 Storm Concept Alternative Analysis

The COUNTY has previously completed this task at the 30% Design Report stage.

8.7 Stormwater Alternatives Technical Memorandum

The COUNTY has previously completed this task at the 30% Design Report stage.

8.8 Stormwater Quality Treatment

The CONSULTANT will prepare 60% level calculations for stormwater quality treatment facilities using the latest edition of MGS Flood, a HSPF-based continuous runoff model. Budget is based on the design of eight (8) stormwater quality facilities.

The CONSULTANT will determine and identify right-of-way and easement limits necessary for the planned stormwater facilities for County use in right-of-way and easement acquisition.

The CONSULTANT will determine and identify supplemental topographic survey needs for the planned stormwater facilities.

The CONSULTANT will provide maps/exhibits indicating where geotechnical explorations will be required for stormwater facility feasibility, and provide ongoing coordination with the geotechnical engineer.

The CONSULTANT will provide support to the County for the environmental documentation and permitting process as needed for siting the stormwater facilities (assume 8 staff hours).

Deliverables:

- Stormwater Quality calculations (to be included in the 60% Drainage Report)
- Request for additional topographic survey (Budgeted in Task 2)
- Right-of-Way and Easement needs exhibit (Budgeted in Task 3)
- Environmental documentation and permitting support (Budgeted in Task 4.1)
- Map/exhibit of geotechnical exploration needs (Budgeted in Task 6)

8.9 Stormwater Flow Control

CONSULTANT will prepare 60% level calculations for stormwater flow control (detention and/or infiltration) facilities using the latest edition of MGS Flood, a HSPF-based continuous model. Budget for the design is based on a total of eight (8) storm-water flow control facilities.

The CONSULTANT will determine and identify right-of-way and easement limits necessary for the planned stormwater facilities for COUNTY use in right-of-way and easement acquisition.

The CONSULTANT will determine additional topographic survey needs for the planned stormwater facilities. The topographic survey will be completed by the COUNTY.

The CONSULTANT will provide maps/exhibits indicating where additional geotechnical explorations will be required for stormwater facility feasibility, and provide ongoing coordination with the COUNTY geotechnical engineer.

The CONSULTANT will provide support to the County for the environmental documentation and permitting process as needed for siting the stormwater facilities (assume 8 hours total)

Deliverables:

- Stormwater Flow Control Calculations (MGS Flood output to be included in the Drainage Report)

- Request for additional topographic survey (Budgeted in Task 2)
- Right-of-Way and Easement needs exhibit (Budgeted in Task 3)
- Environmental documentation and permitting support (Budgeted in Task 4.1)
- Map/exhibit of geotechnical exploration needs (Budgeted in Task 6)

8.10 Pipe Conveyance Calculations

CONSULTANT will prepare 60% level storm pipe conveyance capacity calculations for selected critical downstream pipe segment within the road project in accordance with the Snohomish County EDDS Section 5-04 Conveyance Systems-Open Channels, and 5-05 Conveyance Systems – Pipes and Snohomish County Code 30.63.A.740. Calculations will include maximum design flow rate, flow capacity, and velocity.

Deliverables:

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

8.11 Gutter Flow Calculations

The CONSULTANT will conduct a limited gutter flow analysis. Analysis will be limited to two areas agreed upon by both the CONSULTANT and the COUNTY. The WSDOT spreadsheet or an equivalent spreadsheet will be used for the analysis. Results of the analysis will be included in the Drainage Report. No sag calculations will be performed. However, flanking catch basins will be located on either side of a low point catch basin at distances agreed upon by the CONSULTANT and the COUNTY.

Deliverables:

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

8.12 Drainage Report

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

This subtask will also include independent QA/QC reviews of the full drainage report for the 60% submittal. QA/QC reviews will be conducted by senior staff.

Deliverables:

- Draft 60% County Drainage Report – three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats. This report is inclusive of all project limits defined by the 30% plans.

Task 9 – 60% Plan Preparation, Specification List and Opinion of Cost

This task includes updates to the COUNTY-provided 30% roadway, roundabout and drainage design including refinements to the horizontal and vertical road and roundabout alignments, curbs, planters, sidewalks, mailboxes, retaining walls, driveways, and side streets; and preparation and submittal of draft 60% design documents. This task also includes one over the shoulder review by the COUNTY design team (three staff) and incorporation of response to COUNTY comments from the over the shoulder review, as mutually-agreed.

Assumptions:

- The budget for this task includes evaluating up to two (2) re-profiling alternatives within Segment B to balance/minimize impacts to driveways, and minimize retaining wall construction costs associated with substantial cuts-and-fills through this area.
- The budget for this task assumes structural earth and/or gravity retaining walls will be used.
- The pavement and subgrade section(s) will be provided by the COUNTY.
- If critical design elements such as vertical or horizontal curve lengths or driveway profiles are discovered to deviate from COUNTY EDDS, it is assumed the COUNTY will obtain approval for any deviations.
- Design submittals will use COUNTY CAD standards and templates.

9.1 Channelization Plan for Approval

The CONSULTANT will layout one additional horizontal roundabout location alternative (relative to COUNTY provided 30% design layouts) for the proposed roundabout at SR 524 and the proposed roundabout at Jewell Road (2 total). At each location, the additional horizontal location alternative will focus on re-positioning the proposed roundabout to minimize right of way disturbances and/or retaining wall heights and quantities.

The CONSULTANT will prepare Channelization Plans for Approval for the preferred alternative. Channelization plans will include the following:

- Location of curbs, gutters, sidewalks, and ramps (no curve data information).
- Location of pavement markings (defined by stations/offsets or dimensions).
- Preliminary retaining wall horizontal locations based on preliminary evaluation of vertical edge conditions.
- Typical roadway sections.

Assumptions:

- Channelization Plans for Approval will not include signing, drainage, paving details, curb return data, and wall types/details.
- Effort to complete the final channelization plan in response to COUNTY review comments will be limited to a maximum of 48 staff hours.

Deliverables:

- Additional horizontal roundabout location alternative for the proposed roundabout at SR 524 and the proposed roundabout at Jewell Road (50-scale strip map PDF format).
- Draft and Final County Channelization Plan for Approval (17 sheets at 50-scale).

9.2 60% Plans and Estimate

The CONSULTANT will prepare 60% level plans in accordance with the COUNTY-provided Design Report submittal, and other refinements where mutually-agreed. Plans will include details for the roadway widening, roundabouts, sidewalk, intersection grading (flowline slope information ONLY), retaining wall locations, retaining wall profiles and typical details, storm drainage, detention, infiltration, water quality treatment, and channelization.

Plan annotation will include standard notes, call-outs, dimensions, elevations, station/offsets, shading and legends sufficient to convey the scope and quantity of design and construction consistent with 60% level of design, as mutually agreed by the COUNTY and CONSULTANT. It is mutually understood that additional content, annotation and detail will be developed between 60% and 90% design.

No less than 3 weeks prior to 60% submittal an over-the-shoulder review meeting will be held. The meeting will include a team of three COUNTY staff and CONSULTANT discipline leads. Comments generated in this meeting will be distributed for confirmation of attendees within 2 days of the meeting date; confirmation of comments will be provided by COUNTY within a week of receipt. 60% plan submittal will reflect responses to comments generated in the over-the-shoulder meeting.

60% Plans:

It is anticipated that the 60% plans will consist of the following sheets (Approximately 229 Sheets):

- Cover Sheet with Vicinity Map and Index (1)
- Summary of Quantities (3 Provided by the COUNTY)
- Survey Control Sheets (8 Provided by the COUNTY)
- Legend, Abbreviations and General Notes (1)
- Temporary Erosion and Sediment Control Plans (18)
- Site Preparation Plans (18)
- Typical Roadway Sections (9)
- Miscellaneous Roadway Details (4)
- Roadway Plans over Profiles (36)
- Drainage Plans over Profiles (36)
- Drainage Details (8)
- Roundabout Profiles (8)
- Roundabout Details (3)
- Retaining Wall Profiles (5)
- Retaining Wall Cross-Sections and Details (2)
- Side Street Profiles (6)
- Driveway Plan / Profiles (60 driveways = 30 sheets)
- Curb Ramp Horizontal Layouts (6)
- Intersection Grading Plans (6)
- Traffic Signal Plans – Sunset Road at 180th Street (4)
- Channelization Plans for Approval – all County format (17)

60% Specifications:

The CONSULTANT will provide a list of anticipated Special Provisions.

60% Opinion of Costs:

The CONSULTANT will calculate 60% level quantities and opinion of construction costs based upon the approved 60% plans and unit bid prices provided by the COUNTY. The cost will be calculated as one (1) control group.

Assumptions:

- Lighting and signing design will not be included in the 60% plans.
- Channelization Plans for Approval will be utilized for the channelization plans in the 60% design. No revision of scale is required.
- The COUNTY will perform an over-the-shoulder review of the 60% design package. The review comments from this over-the-shoulder review of the design package will be incorporated as a part of the 60% plans, which will then be submitted for a full review by the COUNTY and stakeholders.
- Any comments resulting from the 60% review will be addressed as a part of the development of 90% plans (as a part of a future phase of work).

- In providing opinions of cost and schedules for the Project, CONSULTANT has no control over cost or price of labor and materials; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the CONSULTANT makes no warranty that the COUNTY's actual Project costs or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
- Starting point for the 60% design Civil 3D corridor model is the 30% design Civil 3D corridor model, which will be provided by the COUNTY in Civil 3D electronic format.

Deliverables:

- One (1) half-size 60% plan set.
- One (1) electronic copy of the 60% plan set in PDF format.
- Alignment cross sections at 25 foot intervals with earthwork quantities (1 half sized plan sheet set, and electronic PDF)
- Electronic copy of the 60% opinion of cost submitted in PDF format and quantity calculation spreadsheet.
- Electronic copy of the list of anticipated Special Provisions submitted in PDF format and word document.

Task 10 – Roundabout Design

The conceptual roundabout layouts and design vehicle are defined in the 30% Design Report. Single lane roundabouts are proposed at two (2) intersections along the 43rd Ave SE corridor including: 43rd Ave SE at SR 524 (Maltby Rd) and 43rd Ave SE at 196th St SE. The CONSULTANT will revise the conceptual 30% roundabout layouts to refine locations and geometrics, and advance the roundabout design to 60% design level.

After the 60% roundabout designs have been refined and incorporated into the channelization plans, the CONSULTANT will prepare a Design Memorandum documenting the roundabout geometric data and truck turning figures (wheel paths) for each leg of the intersections. A separate Design Memorandum will be prepared for the single lane roundabout at 43rd Ave SE / SR 524 (Maltby Rd) and the single lane roundabout at 43rd Ave SE / 196th St SE.

Each Design Memorandum will include a table summarizing the following geometric data:

- Entry lane widths
- Exit lane widths
- Circulating roadway width
- Travel paths (R-values)
- Travel path speeds
- Inscribed circle diameter
- Approach alignment and deflection angles for all approach legs
- Central island diameter
- Truck apron width
- Superelevation and grades
- Clear zone
- Approach stopping sight distances
- Circulating stopping sight distances
- Exit stopping sight distances
- Design vehicle used for each leg

- AutoTurn paths showing design vehicle for each leg of the roundabout

Each Design Memorandum will also include figures for the following items:

- Geometric data showing the following items:
 - Entry lane widths
 - Exit lane widths
 - Circulating roadway width
 - Inscribed circle diameter
 - Approach alignment and deflection angles for all approach legs
 - Central island diameter
 - Truck apron width
- Travel paths (R-values)
- Superelevation and clear zone
- Stopping sight distances showing the following:
 - Approach stopping sight distances
 - Circulating stopping sight distances
 - Exit stopping sight distances
- AutoTurn paths showing design vehicle for each leg of the roundabout

Assumptions:

- Single lane roundabouts will be designed for the 2 intersections along the 43rd Ave SE corridor including: 43rd Ave SE and Maltby Rd, 43rd Ave SE and 196th St SE.
- WSDOT Design Manual guidelines will be used to design the single lane roundabout at 43rd Ave SE and Maltby Rd.
- NCHRP Report 672 Roundabouts: An Informational Guide will be used to design the single lane roundabout at 43rd Ave SE and 196th St SE.

Deliverables:

- Draft and Final Roundabout Design Memorandum for the roundabout at 43rd Ave SE and SR 524 (Maltby Rd)
- Draft and Final Roundabout Design Memorandum for the roundabout at 43rd Ave SE and 196th St SE

Task 11 — Project File Management and Electronic Exchange of Engineering and Other Data

The CONSULTANT will submit in-progress working electronic base files, using COUNTY standards, for the COUNTY's use, as requested by COUNTY throughout the project duration up to four (4) submittals. COUNTY accepts the risk of using in-progress working basemap files. Files are unchecked and not for construction.

The CONSULTANT will submit 60% level electronic base files and Civil 3D files at the conclusion of the 60% design phase.

Time of Completion

The CONSULTANT will not begin work under the terms of this Agreement until authorized in writing by the COUNTY. Work under this Agreement will be completed within 8 months from the authorization to proceed.

Items to Be Furnished by the COUNTY

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

- Refer to Assumptions listed in Tasks above.
- Surveying and base mapping.
- Right of entry onto properties as necessary to perform the work.
- An updated electronic basemap file for the existing conditions using Civil3D with field survey data, DTM surface, and support files suitable for external referencing into design files.
- All available “As-Built” and design information pertaining to recent development and roadway improvements along 43rd Ave SE / Sunset Rd within the project limits.
- Civil3D files containing field survey data, DTM surface and support files suitable for external referencing into design files for each additional survey completed.
- Drafting standards. Standards include AutoCAD layer/line-type/symbol conventions, font specifications, title blocks, line weights; plot setups, AutoCAD project file naming conventions, and survey collector codes.
- MGS Flood electronic files produced for 30% preferred alternative.
- State and COUNTY general special provisions including current amendments, , summary of quantities spreadsheet, standard item table and boiler plate requirements.
- Geotechnical information to support the design development of 43rd Avenue, as defined herein.
- All required environmental documentation and permitting.
- Summary of Quantities and Survey Control Plan.
- Copy of existing traffic forecasting information.
- County SWM drainage complaint documentation.
- Slopes and widths for all existing curb ramps in the form of a design matrix and as-built plans.

Design Criteria

The COUNTY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement, of the following documents. Changes in any design standards or requirements after work has begun may result in extra work, necessitating an amendment to this contract.

Measurements will be in English units. Electronic documents will be in AutoCAD version 2018 and Microsoft Office 2010.

1. Snohomish COUNTY, “Engineering Design and Development Standards”, 2017 Edition.
2. Snohomish COUNTY Title 30, “Unified Development Code”.
3. Snohomish COUNTY Drainage Manual, 2016 Edition (project vested)
4. Department of Ecology (DOE) 2012 Low Impact Design Manual
5. Washington State Department of Ecology, “Stormwater Management Manual for Western Washington”, 2005.
6. Washington State Department of Transportation, “Standard Specifications for Road and Bridge Construction”, 2018.
7. Washington State Department of Transportation, “Standard Plans for Road and Bridge Construction (M 21-01)”, August 2018.
8. Washington State Department of Transportation, “Design Manual”, February 2019.
9. Washington State Department of Transportation, “Highway Runoff Manual (M 31-16)”, 2011 Edition.
10. Washington State Department of Transportation, “Hydraulics Manual (M 23-03)”.
11. Washington State Department of Transportation, “Materials Laboratory Outline”.
12. Washington State Department of Transportation, “Construction Manual”.

13. Washington State Department of Transportation, "Local Agency Guidelines".
14. Highway Research Board's Manual entitled "Highway Capacity".
15. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways".
16. PROWAG, 2005
17. AASHTO 2011, "A Policy of Geometric Design of Highways and Streets."
18. NCHRP Report 672 Roundabouts - An Informational Guide.

Additional Services

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

1. Value Engineering Services
2. Final design topographic survey services.
3. Right-of-Way plan research.
4. Preparation of preliminary and final Right-of-Way plans.
5. Legal descriptions and parcel maps.
6. Right-of-Way acquisition services.
7. Environmental documentation and permitting assistance beyond what is described in the scope of services.
8. Environmental site assessments.
9. Cultural resource investigations.
10. Geotechnical investigations.
11. Pilot Infiltration Testing (PIT) for infiltration.
12. Septic Locate Assistance.
13. Utility franchise designs (i.e. upgraded waterlines)
14. Design and Constructed MEF Documents (written).
15. Public Involvement assistance beyond what is described in the scope of services.
16. Offsite drainage analysis not included or specified in this scope of services.
17. Pond siting, conceptual layouts and water quality options in addition to that specified in this scope of services.
18. Downstream analysis beyond ¼ mile or to level of detail above standard level 1 preliminary downstream analysis.
19. Additional hydrologic analysis not included in this scope of services.
20. Analysis of structural systems not included in this agreement.
21. Planting plans and details for detention/water quality facilities beyond what is described in the scope of services.
22. Irrigation design services.
23. Back of sidewalk planting plans.
24. Construction observation services.
25. Structural design and calculations

Project Deliverables

The documents, exhibits or other presentations for the work covered by this Agreement ("Documents") will be furnished by the CONSULTANT to the COUNTY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format will be without liability legal exposure to the CONSULTANT: COUNTY will assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to COUNTY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to

COUNTY which will govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-CONSULTANT is not required to maintain electronic files beyond 90 days after final project billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the CONSULTANT will provide.

Exhibit B
DBE Participation/SBE Plan

No Requirement.

Preparation and Delivery of Electronic Engineering and Other Data

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

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

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

90% DESIGN SUBMITTAL

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

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

One (1) Set	Final Plans (Full-size Polypropylene)
One (1) Set	Final Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	Final Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)

Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
One (1) Copy	Comment Response (Word format)

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

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

STANDARD COUNTY ENGINEERING GRAPHICS PAPER SIZES

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

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

SPECIFICATION DEVELOPMENT

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

The Consultant Specification Development Matrix may be downloaded at:

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

CADD STANDARDS AND AUTODESK SOFTWARE

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

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

RECORD DRAWING SUBMITTAL

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

Engineering Design and Development Standards may be downloaded at:

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

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

	PM-04	PA	PM-02	CE-04	CE-03	CE-03	CE-01	CE-01	WE-06	WE-02	CE-03	WE-01	SE-04	SE-03	SE-01	CAD-03
	Executive	Admin	PM/CO	Ed CO	Ed Lead	Ed Model	Ed Engr	Dir Engr	Dir CO	Dir Lead	Dir Engr	Dir Model	Str CO	Str Lead	Str Engr	Cost
2018-01-01	\$183.85	\$101.00	\$192.00	\$139.18	\$126.07	\$124.53	\$79.07	\$61.72	\$179.14	\$109.01	\$126.31	\$66.44	\$140.12	\$112.83	\$91.47	\$98.81

Labor	Work Task	Capped																Hours	Budget	
		PM-04	PA	PM-02	CE-04	CE-03	CE-03	CE-01	CE-01	WE-06	WE-02	CE-03	WE-01	SE-04	SE-03	SE-01	CAD-03			
	Roundabout Details (3 sheets)			2	6	4	4	16									40	\$4,423.35		
	Retaining Wall Profiles (2 sheets)			2				8						6	24	32	24	92	\$10,442.33	
	Retaining Wall Cross-Sections and Details (2 sheets)													2	6	16	8	32	\$3,279.14	
	Site Street Profiles (5 profiles)			2	4	4	10	10									2	32	\$3,763.22	
	Existing Driveway Profiles (4 driveways)			4	12	16	32	32									12	148	\$16,498.44	
	Proposed Access Driveway Profiles (12 driveways)			2	4	4	12	12									4	32	\$4,309.68	
	Curve Ramp Horizontal Layouts (10 quadrants)			1	2	2		16										21	\$2,336.62	
	Intersection Grading Plans (10 quadrants)			1	4	4	10	10										29	\$3,302.60	
	Prepare GCM Bid Items			2	1	2					1	2						8	\$1,253.35	
	Prepare GCM Special Provisions			2	4	4				2	4	12					34	\$4,778.88		
	Prepare GCM Openings and Details			6	4	16	8	40	40	4	8	16		2	4	8	136	\$15,872.86		
	Prepare PDFs and Transmittal Draft GCM Design Documents for GTS review					2		2			2	2					8	\$1,094.12		
	Update GCM Design Documents incorporating responses to GTS review comments			6	4	16	4	12	12	4	16	12		2	6	8	4	106	\$13,340.10	
	Prepare PDFs and Transmittal Final GCM Design Documents						2	2			2	2					8	\$1,094.12		
10	Roundabout Design																	96	\$11,861.76	
	Prepare Draft Roundabout Design Memorandum for submittal at 43rd Ave SE and SE 314 Street SW			2	2	4	24	16										48	\$5,530.88	
	Prepare Draft Roundabout Design Memorandum for submittal at 43rd Ave SE and 100th St SE			2	2	4	24	16										48	\$5,530.88	
11	Project File Management and Electronic Exchange of Engineering and Other Data																	16	\$1,992.68	
	Exchange Electronic Data (6 submittals)					2		2		2	2						8	16	\$1,992.68	
	Total Hours			14	32	394	136	488	321	328	232	98	210	303	142	22	47	64	370	3,195
	Total Labor Costs			\$2,974	\$5,220	\$40,930	\$20,063	\$39,619	\$29,061	\$42,012	\$18,029	\$17,938	\$28,402	\$6,628	\$13,073	\$2,852	\$9,748	\$5,867	\$26,940	\$417,496

Reimbursable Expense	Rate	Cost
Business / Computer	\$0	\$0
Travel	\$0	\$0
Supplies	\$0	\$0
Printing	\$0	\$0
Travel Expenses (changed)	\$1,000	\$0
Registration	\$2,500	\$0
Travel meals	\$0	\$0
Travel lodging	\$0	\$0
Other	\$0	\$0
Total Reimbursable Expenses		\$3,500

Subcontractor	Rate	Cost
ITM	\$74,634	\$0
Paul & Pears - Traffic	\$66,167	\$0
T Allinson - Survey Mapping	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
	\$0	\$0
Total Subcontractor Rate		\$140,801

TOTAL BUDGET \$561,647

Fee Schedule

Consultant: Jacobs Engineering Group, Inc.

Position Classification	Direct Salary Rate	ICR @104.69%	Profit @24.66%	Max Rate Per Hour
Project Manager - 04	\$80.17	\$83.93	\$19.77	\$183.86
Engineering Project Manager - 02 Tim Hedges	\$85.02	\$89.01	\$20.97	\$195.00
Engineering Project Manager - 02	\$75.58	\$79.13	\$18.64	\$173.35
Water Engineer - 06	\$80.17	\$83.93	\$19.77	\$183.86
Water Engineer - 05	\$75.58	\$79.13	\$18.64	\$173.35
Water Engineer - 01	\$48.82	\$51.11	\$12.04	\$111.97
Structural Engineer - 04	\$67.45	\$70.61	\$16.63	\$154.70
Structural Engineer - 03	\$59.15	\$61.92	\$14.59	\$135.66
Structural Engineer - 01	\$51.08	\$53.48	\$12.60	\$117.15
Civil Engineer - 04	\$69.30	\$72.55	\$17.09	\$158.94
Civil Engineer - 03	\$61.88	\$64.78	\$15.26	\$141.92
Civil Engineer - 02	\$57.14	\$59.82	\$14.09	\$131.05
Civil Engineer - 01	\$51.08	\$53.48	\$12.60	\$117.15
CADD Design - 03	\$43.52	\$45.56	\$10.73	\$99.81
Engineering Intern - 05	\$30.24	\$31.66	\$7.46	\$69.36
Administration	\$44.07	\$46.14	\$10.87	\$101.08

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

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

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

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



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 16, 2019

Jacobs Engineering Group, Inc.
1999 Bryan Street, Suite 1200
Dallas, TX 75201

Subject: Acceptance FYE 2018 ICR – Audit Office Review

Dear Lisa Oros:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2018 combined Indirect Cost Rate (ICR) as follows:

- At-Office Combined Rate: 104.69% of direct labor
- At-Site Combined Rate: 80.49% of direct labor

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

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

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

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

Regards;

Jonson, Erik
Jul 17 2019 9:11 AM

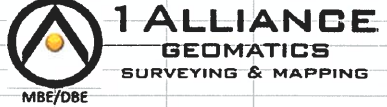
ERIK K. JONSON
Contract Services Manager

EKJ:ah

Acceptance ICR Audit Office Review

Exhibit E

Sub-consultant Cost Computations

PROJECT			Date		Snohomish County Approved Rates							
PROJECT			24-Sep-19									
PROJECT			by EJV									
PROJECT			ckd MG									
PROJECT			OWNER									
PROJECT			Snohomish County									
TASK			Principal Surveyor	Senior PM	Project Surveyor	Asst PM	TECH 5	TECH 5	TECH 3	Project Admin	ADMIN	FEE
TASK			\$ 183.86	\$ 150.99	\$ 127.00	\$ 87.49	\$ 115.64	\$ 115.64	\$ 97.37	\$ 113.30	\$ 80.43	
No.	DESCRIPTION	HRS	TASK									
1	PM/Admin/QAQC	32	2	8	8	4				6	4	\$ 3,943
2	Control	51	1	2	8		8	16	16			\$ 5,835
3	Terrestrial Scanning	158	2	4	8		48	48	48			\$ 17,763
4		0										\$ -
5		0										\$ -
6		0										\$ -
7	Gound based mapping along	154	2	4	4		48	48	48			\$ 17,255
8		0										\$ -
9	Supplemental Survey	140	4	8	8		40	40	40			\$ 16,105
10		0										\$ -
11		0										\$ -
12		0										\$ -
13		0										\$ -
14		0										\$ -
15		0										\$ -
16		0										\$ -
17		0										\$ -
18		0										\$ -
TOTAL HOURS			11	26	36	4	144	152	152	6	4	535
			\$ 2,022.46	\$ 3,925.74	\$ 4,572.00	\$ 349.96	\$ 16,652.16	\$ 17,577.28	\$ 14,800.24	\$ 679.80	\$ 321.72	\$ 60,901.36
			TOTAL DIRECT BURDENED SALARY COSTS									\$ 60,901
			OTHER DIRECT COSTS									
MILEAGE	(ONE WAY)	18	MILEAGE (TOTAL MILES)		686		\$ 0.58	DRAFT				\$ 398
number of field days		19	PER DIEM (DAYS)									\$ -
NOTES			LODGING (DAYS)									\$ -
			MATERIALS & SUPPLIES									\$ -
			Terrestrial scanner and software				Leica P50 or its equivalent and software (Cyclone)	\$ 4,868				
			SUE LOCATES					\$ -				
			TOTAL OTHER DIRECT COSTS									\$ 5,266
GRAND TOTAL FEE ESTIMATE												\$ 66,167

Fee Schedule

Subconsultant: 1 Alliance Geomatics, LLC

Position Classification	Direct Salary Rate	ICR @157.56%	Profit @24.66%	Max Rate Per Hour
Principal Surveyor	\$65.15	\$102.65	\$16.07	\$183.86
Senior Project Manager	\$55.50	\$87.45	\$13.69	\$156.63
Survey Project Manager	\$53.50	\$84.29	\$13.19	\$150.99
Project Administrator	\$40.15	\$63.25	\$9.90	\$113.30
Project Surveyor	\$45.00	\$70.90	\$11.10	\$127.00
Instrumentation Specialist	\$44.25	\$69.72	\$10.91	\$124.88
Tech 5	\$40.98	\$64.56	\$10.10	\$115.64
Tech 4	\$35.98	\$56.69	\$8.87	\$101.54
Tech 3	\$34.50	\$54.36	\$8.51	\$97.37
Tech 2	\$27.50	\$43.33	\$6.78	\$77.61
Tech 1	\$25.50	\$40.18	\$6.29	\$71.97
Asst. PM	\$31.00	\$48.84	\$7.64	\$87.49
Admin	\$28.50	\$44.90	\$7.03	\$80.43

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

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

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

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



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P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 24, 2018

1 Alliance Geomatics
1261A - 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2017 ICR – Audit Office Review
CORRECTION (FYE 2017)

Dear Mr. Micael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 157.56%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Sep 18 2018 3:14 PM
esign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Acceptance ICR Audit Office Review

Fehr & Peers 43rd to Sunset									
Position	Principal	Sr. Associate	Associate	Sr. Engineering Tech	Sr. Engineer/Planner	Engineer/Planner	Sr. Admin Assistant	Total Hours by Task	Total Costs by Task
Max Billing Rate per Hour	\$ 236.90	\$ 202.47	\$ 182.51	\$ 120.82	\$ 136.87	\$ 104.81	\$ 113.30		
Task 1: Project Management & Coordination									
Project Administration (Up to 8 months)	4				8		16		
Project Coordination Meetings (Up to 8 Meetings, Call-in)					8				
Quality Assurance	4	16			12				
Total Hours by Staff Role	8	16	0	0	28	0	16	68	\$ 10,779.88
Task 5: Agency Coordination									
Intersection Control Evaluation									
Off-Peak Traffic Analysis					16	32			
Safety Performance Analysis					16	32			
Multimodal Safety and Operations					2	8			
Travel Time Savings Analysis					4	12			
Societal Cost Savings					2	8			
Draft ICE Memorandum	2				8	16			
Final ICE Memorandum	2				4	8			
WSDOT Comment Review & Coordination	1				4	8			
Basis of Design Form									
Draft Basis of Design Support					8	12			
Final Basis of Design Support					8	12			
Total Hours by Staff Role	5	0	0	0	72	148	0	225	\$ 26,551.02
Task 9: 60% Plan Preparation, Specification List & Opinion of Cost									
Signal Design 180th Avenue SE/Sunset Blvd (2 Sheets)				16	32				
Signal Related Specification List				2	4				
Signal Quantity Estimate and Opion of Cost				2	8				
Total Hours by Staff Role	0	0	0	20	44	0	0	64	\$ 8,438.68
Task 10: Roundabout Design									
Roundabout Design Peer Review	2	4		4	8	16			
Traffic Analysis & Modeling									
Update Previous Models for 60% Design					16	24			
Vissim Model of SR 524, 39th Avenue to 43rd Avenue	4	4			32	64			
Draft Traffic Modeling Summary Memo	2				8	16			
Final Traffic Modeling Summary Memo	2				4	12			
Total Hours by Staff Role	10	8	0	4	68	132	0	222	\$ 27,614.12
Total Hours	23	24	0	24	212	280	16	579	
Labor Costs	\$ 5,448.70	\$ 4,859.28	\$ -	\$ 2,899.68	\$ 29,016.44	\$ 29,346.80	\$ 1,812.80	\$ 73,383.70	
SUMMARY									
Labor Costs									\$ 73,383.70
Expenses									
Travel - Parking & Milage									\$ 500.00
Travel Data Collection (24-Hr Count at SR 522/43rd Ave SE)									\$ 600.00
TOTAL COST (Labor + Overhead + Expenses + Fee)									\$ 74,483.70

Fee Schedule

Subconsultant: Fehr & Peers

Position Classification	Direct Salary Rate	ICR @171.91%	Profit @24.66%	Max Rate Per Hour
Principal	\$79.88	\$137.32	\$19.70	\$236.90
Sr. Associate	\$68.27	\$117.36	\$16.84	\$202.47
Associate	\$61.54	\$105.79	\$15.18	\$182.51
Sr. Engineering Tech	\$40.74	\$70.03	\$10.05	\$120.82
Senior Engineer / Planner	\$46.15	\$79.34	\$11.38	\$136.87
Engineer / Planner	\$35.34	\$60.75	\$8.71	\$104.81
Sr. Administrative Assistant	\$38.20	\$65.68	\$9.42	\$113.30

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

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

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

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



**Washington State
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310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2019

Fehr & Peers, Inc.
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Marion Donnelly:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 171.91% of direct labor based on the "Independent CPA Report," prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards:

Type text here

Jonson, Erik
Jun 3 2019 10:45 AM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Acceptance ICR CPA Report

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G **Certification Documents**

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Jacobs Engineering Group, Inc., whose address is 1100 112th Avenue NE, Suite 500, Bellevue, WA 98004, and that neither the above firm nor I have:

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

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

Jacobs Engineering Group, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

2019-10-15

Date

Jeff D. Benson
Manager of Projects

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

I hereby certify that I am the:

- Snohomish County Executive
- Executive Director

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

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

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

 12/12/19

 Signature **KEN KLEIN**
 Executive Director

_____ Type text here

 Date

COUNCIL USE ONLY	
Approved:	DEC 11 2019
Docfile:	D-30

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


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

Jacobs Engineering Group, Inc.

Consultant (Firm Name)

2019-10-15

Date



Signature (Authorized Official of Consultant)

Jeff D. Benson
Manager of Projects

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

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

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

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

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

Jacobs Engineering Group, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Jeff D. Benson
Manager of Projects

2019-10-15

Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-01-19* are accurate, complete, and current as of 10/01/2019.**

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

Firm: Consultant Jacobs Engineering Group, Inc.



Signature

Jeff D. Benson
Manager of Projects

Title

Date of Execution***:10/01/2019

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Je

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit K

Sample Consultant Documents

EXHIBIT K-2 Consultant Invoice (sample)

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

Invoice Date: January 5, 2019
 Invoice Number: 1001
 Project Name: Puget Park Drive Extension
 Task Assignment No. TA#2
 Period: 12/1 – 12/31/18

TASK 1 - Project Management

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

TASK 2 - Design

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

REIMBURSABLES:

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

SUBCONSULTANTS:

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

TOTAL DUE THIS INVOICE:

\$13,463.07

EXHIBIT K-3
Consultant Progress Report (sample)

PROJECT PROGRESS REPORT No. 1

Project Name: Puget Park Drive Extension
Client: Snohomish County Public Works – Civil
Client Project #: CCF01-19
Prepared By: Terry Smy, Sr. PM
XYZ Company

TASKS ACCOMPLISHED:

Tasks Accomplished by XYZ Company:

- Participated in a project coordination meeting at County offices on 12/5/18. Status of survey, geotechnical investigations, environmental documentation, right-of-way plan preparation, right-of-way research, channelization plan, roadway design, and drainage design were discussed. County will prepare a survey control plan and draft wetland mitigation design for inclusion in the 60% PS&E package.
- Provided County with stream relocation sketches and wetland mitigation base sheet for design.

Tasks Accomplished by Sub-consultants:

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

SCHEDULE STATUS:

<u>Schedule Items</u>	<u>Scheduled Date</u>	<u>Actual Date</u>
Contract Completion Date	June 30, 2019	
Traffic Analysis Report	December 5, 2018	December 8, 2018
Revised Design Report	December 12, 2018	December 19, 2018

Explanation of Variance Between Anticipated and Actual Schedule:

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

BUDGET STATUS:

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

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

Explanation of Comparison of Budget vs. Estimated Completion:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667
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COVERAGES CERTIFICATE NUMBER: 56396499 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G71565129	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		ISA H25295511	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE \$ \$ DED RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WLR C65892248 STOP-GAP COV	07/01/19	07/01/20	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY "CLAIMS MADE"		EON G21655065 010	07/01/19	07/01/20	PER CLAIM/PER AGG 1,000,000 AGGREGATE DEFENSE INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Tim Hedges. CONTRACT MGR: Pauline Kellum. RE: Design Services for 43rd Ave SE / Sunset Rd; SR524 to 180th Street SE. CONTRACT END DATE: 12/31/2022. PROPOSAL NUMBER: RFQ -01-19SR. SECTOR: Public. State of Washington and Snohomish County, their officers, employees, and agents are added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. Waiver of subrogation is hereby granted in favor of State of Washington and Snohomish County, their officers, employees, and agents for GL, AL and WC. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT

CERTIFICATE HOLDER Snohomish County 300 Rockefeller, M/S 607 Everett, WA 98201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 252
Policy Symbol HDO	Policy Number G71565129	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured: Jacobs Engineering Group Inc.			Endorsement Number 155
Policy Symbol ISA	Policy Number H25296511	Policy Period 07/01/2019 TO 07/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Additional Insured(s) Any person or organization whom you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss -Project and/or Contract. All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You
2. Any of your "employees" or agents
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents

B The persons or organizations named in this endorsement are not liable for payment of your premium.

C With respect to the insurance afforded to these additional insureds, the following applies:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement, or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/06/2019

NAME OF INSURED: Jacobs Engineering Group Inc.

EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*