Local Agency A&E Professional Services Supplemental Agreement	Consultant/Address/Telephone <b>David Evans and Associates, Inc.</b> 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007 Contact Name / E-Mail Address				
Supplement Number Supplement No.1	Anthony Wilen / aow@deainc.con Telephone Fax 425-586-9769 N/A	n			
Agreement Number CCF04-21	Execution Date September 9, 2021	Completion Date December 31, 2024			
Project Title 36 <sup>th</sup> /35 <sup>th</sup> Avenue W Improvement Project (164 <sup>th</sup> Street SW to SR 99)	New Maximum Amount Payable \$376,706.27				

Description of Work

Provide all design services necessary to complete final plans, special provision preparation and estimate (PS&E) for approximately one mile of 36<sup>th</sup>/35<sup>th</sup> Ave West (164<sup>th</sup> Street SW to SR 99) near the City of Lynnwood in unincorporated Snohomish County.

The Local Agency of Snohomish County desires to supplement the Agreement entered into with **Consultant** and executed on September 9, 2021, and identified as Agreement No. **CCF04-21**. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the Agreement are described as follows:

The "Maximum Amount Payable" amount on the Agreement title page is amended as follows:

Maximum Amount Payable

II EXHIBIT A-2 Supplemental Scope of Work, attached hereto and by this reference made part of the original Agreement, as additional work to be performed under Exhibit A.

\$376,706.27

**III EXHIBIT D Prime Consultant Cost Computations,** attached hereto by this reference made part of the original Agreement, and adds supplemental cost computations for the additional work to be performed under Exhibit A-2 of this Agreement.

**EXHIBIT E Sub-consultant Cost Computations,** attached hereto by this reference made part of the original Agreement, and adds supplemental cost computations for the additional work to be performed under Exhibit A-2 of this Agreement and adds an additional Fee Schedule for an additional subconsultant under this Agreement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: SNOHOMISH COUNTY

By: DAVID EVANS AND ASSOCIATES, INC.

Consultant Signature

Approving Authority Signature

Date

IV

**Snohomish County** 

#### 36th-35th Avenue W Improvement Project (164th Street SW to SR 99)

## **SCOPE OF SERVICES**

## Element 2.0 Project Management and Quality Control

The following element and the remainder of the elements in this Scope of Services are activities required for the completion of the PROJECT.

#### 2.1 Project Management

Based on the revisions proposed in the sections below, the CONSULTANT shall provide an extended duration direction to staff and review of their work over the course of the PROJECT. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

#### Assumptions:

- Meetings with AGENCY staff are anticipated to occur digitally over software such as Zoom or Teams. As needed and approved by local health and safety organizations, in-person meetings may occur.
- Duration of the PROJECT modifications may take up to two (2) additional years for Agency review. CONSULTANT work tasks will occur typically in 3-5 months of the additional two-year period.

#### 2.2 Subconsultant Coordination

The CONSULTANT will conduct reviews of individual work elements completed by subconsultants, reviewing the subconsultant monthly progress reports, and the planning of work items for the following month.

Monthly monitoring of the subconsultants' budgets will occur over the course of the PROJECT. Current status, as well as projections, will be developed. This work element is intended to help monitor costs and budgets and to propose corrective actions. These actions could include formal requests for budget increases, scope modifications, or reductions.

The following subconsultants have previously been contracted to be used on this PROJECT:

• GeoEngineers, Inc. – Geotechnical Investigations and Analysis and Hazardous Materials

The following subconsultants will be new subconsultants contracted to be used on this PROJECT:

• Environalysis LLC – Noise Analysis updates

#### 2.3 Monthly Progress Reports and Invoices

Monthly progress reports shall be prepared by the CONSULTANT in a format agreed to by the AGENCY Project Manager and shall include a written report of the work performed by the CONSULTANT and subconsultants during the billing period.

Monthly invoices will be prepared by the CONSULTANT for work activities for the prior month. These invoices shall also include subconsultant work. Invoices will include back-up material for all expenses and will show approved budget and amount expended to date. Each month's progress report and invoice shall be submitted together to the AGENCY.

## **Deliverables:**

• Additional monthly progress reports and invoices. All invoices will be submitted electronically only. (6 total, one for each of 5 active working months, and one transition invoice).

## **2.4 Coordination Meetings**

This work element provides for the preparation, attendance, follow-up, and documentation of meetings during the length of the PROJECT. These meetings will be the forums for the AGENCY staff and other stakeholders to provide input and guidance for the direction of the PROJECT. They will also be used to discuss project issues, approve submittals, and develop potential solutions.

Meetings will be required for coordination with the AGENCY and other affected parties. The CONSULTANT is anticipated to attend one coordination meeting every month with the AGENCY's Project Manager for the duration of the PROJECT. It is expected that these meetings will have a duration of one (1) hour. Meetings will typically be held digitally, and in-person as local health agencies allow.

## Meetings:

• Additional monthly coordination meetings (5 Total).

## **Deliverables:**

• Agendas and meeting minutes for coordination meetings.

## **Element 4.0 Environmental Documentation**

## 4.5 Biological Assessment

The CONSULTANT shall prepare a Biological Assessment (BA) in accordance with the Washington State Department of Transportation Biological Assessment Manual (WSDOT) (WSDOT 2020). The work associated with Task 4.5 Biological Assessment shall be authorized by the AGENCY Project Manager prior to any work occurring (written or e-mail authorization).

## Assumptions

- It is assumed that the CONSULTANT will attend up to two (2) digital video meetings with two (2) staff, for two (2) total hours with Snohomish County.
- It is assumed that the CONSULTANT will attend up to three (3) digital video meetings with one (1) staff, for three (3) total hours with WSDOT
- It is assumed that the CONSULTANT will conduct one (1) site visit with two (2) staff, for two (2) hours.
- It is assumed one round of reviews on the revised BA will be completed for Snohomish County.
- It is assumed that three (3) rounds of reviews on the revised BA will be completed for WSDOT.

## Deliverables

- Electronic copy of Draft BA report based on AGENCY comments.
- Electronic copy of Draft BA report based on WSDOT comments.
- Electronic copy of Final BA report.

### 4.6 Noise Analysis Update

CONSULTANT will update the previously conducted Project Noise Analysis to answer the five (5) comments and questions provided by WSDOT. These comments were provided to CONSULTANT for review and is the basis of this scope activities. Addressing the comments will include review of the noise analysis model and updating the report. It is expected that one (1) updated noise model and one (1) updated noise report will be prepared.

## Deliverables

- Electronic copy of Final (updated) Noise Model based on review comments.
- Electronic copy of Final (updated) Noise Report based on review comments and updated model.
- Electronic comment responses.

## Element 6.0 Final Design Plans, Special Provisions, and Estimates (PS&E)

#### 6.6 Drainage Update Documents

If during the design process the proposed storm drainage is required to be modified, the following changes could be made to the design documentation and contract plans, estimate, and special provisions:

- Revisions to the previously finalized drainage report with updates to data, graphics, etc. to reflect most current storm drainage design.
- Revisions to storm drainage system based on increased treatment across the system.

The work associated with Task 6.6 Drainage Update Documents shall be authorized by the AGENCY Project Manager prior to any work occurring (written or e-mail authorization). **Deliverables:** 

- Revised DRAFT drainage report for review by AGENCY (electronic submittal).
- Revised FINAL drainage report (electronic submittal).
- Additional drainage comment response letter/matrix from 95% and 100% submittals.
- Additional revisions to 95% and 100% plan submittals to incorporate comments based on updated storm drainage plan submittals.

# **Exhibit D Prime Consultant Cost Computations**



#### SUMMARY BY FIRM

SnoCo 35th/36th Ave Final Design							
		Fee Summary					
	FIRM	Labor (Fully Burdened)		Expenses		Subtotal	
	David Evans and Associates, Inc.	\$	57,963.65	\$	-	\$	57,963.65
	Environalysis LLC	\$	1,650.00	\$	-	\$	1,650.00
	Subtotal	\$	59,613.65	\$	-	\$	59,613.65
GRAND TOTAL \$ 59,613.65							

## Exhibit E Sub-consultant Cost Computations

inoCo 35th/3	6th Ave Final Design		Approved Overhead:	0.00%	I					
Firm:	Environalysis LLC									
	Staff Name		Carl Bloom	Ben Bloom		SUBTOTAL	SUBTOTAL			
	Staff Name Staff Title		Principal	Field Engineer		Direct Labor	Fully Burdened			
	Direct Labor Rate		\$110.00	\$55.00		Sheet Eabor	T any Daractica	TASK EXPENSES	TASK	SUBTOTA
	Fully Burdened Rate (Direct+ICR+Profit)		\$110.00	\$55.00						
		Total					-			
Task/Category #	Description	Hours								
2	Project Management, Controls, and Administration									
2.1	Project Management	0			\$	-	s -		\$	-
2.2	Subconsultant Coordination	0			\$	-	\$ -		\$	-
2.3	Monthly Progress Reports and Invoices	0			s	-	\$ -		\$	-
2.4	Coordination Meetings	0			\$	-	ş -		\$	-
2.5	Quality Assurance/Quality Control Review (Shown in tasks below)	0			\$	-	\$-		\$	-
2.6	Change Management	0			\$	-	\$-		\$	-
3	Survey									
3.1	Topographical Survey	0			\$	-	\$ -		\$	-
4	Environmental Documentation									
4.1	Environmental Documentation	0			\$	-	\$ -		\$	-
4.2	Critical Area Report	0			\$	-	s -		\$	-
4.3	Environmental Permitting	0			\$	-	s -		\$	-
4.4	Stormwater Pollution Prevention Plan (SWPPP) Biological Assessment	0			S S	-	\$ - \$ -		\$ \$	-
4.6	Noise Analysis Update	25	5	20	s	1,650.00	\$ 1.650.00		э S	1,650.
5	Design Reports	25	5	20	2	1,650.00	\$ 1,650.00		3	1,050.
5.1	Design Report	0			s		ş -		\$	
6	Final Design Plans, Special Provisions, and Estimates	0				-	1		-	
6.1	Utility Coordination	0			S	-	s -		s	-
6.2	Addressing 90% Comments	0			ŝ	-	s -		ŝ	-
6.3	95% Plans Preparation and Submittal	0			ŝ	-	\$ -		\$	-
6.4	100% Submittal	0			\$	-	\$ -		\$	-
6.5	Bid Ready Documents	0			\$	-	\$ -		\$	-
7	Bid and Award Support									
7.1	Bid and Award Support	0			S	-	\$ -		\$	-
8	Geotechnical Services									
8.1	Geotechnical Services	0			\$	-	\$-		\$	-
9	Construction Support									
9.1	Design Services During Construction	0			\$	-	\$-		\$	-
9.2	Attendance at Project Construction Meetings	0			\$	-	s -		\$	-
9.3	Review of Contractor Submittals	0			\$	-	s -		\$	
9.4	Request for Information (RFI) and Substitution Requests	0			\$	-	s -		\$	-
9.5	Owner Directed Change Notices	0			\$	-	<u>\$</u> -		\$	-
9.6	Contractor Change Requests Total Hours	0 25	5	20	S S	1.650.00	\$ - \$ 1.650.00	s -	\$ \$	1.650.

## Fee Schedule

#### Subconsultant: Environalysis, LLC

Position Classification	Direct Salary Rate	ICR @ <u>0.00%</u>	<b>Profit</b> @ <u>0.00%</u>	Max Rate Per Hour
Principal	\$0.00	\$0.00	\$0.00	\$110.00
Project Manager	\$0.00	\$0.00	\$0.00	\$110.00
Engineer-Field	\$0.00	\$0.00	\$0.00	\$55.00

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

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

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

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