

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

Agreement Number: CCF02-22

Firm/Organization Legal Name (do not use dba's): WSP USA, Inc.	
Address 1001 Fourth Avenue, Suite 3100, Seattle, WA 98154	Federal Aid Number RAISE-2752(001)
UBI Number 600 275 529	Federal TIN 11-1531569
Execution Date Date of the Last Party to Sign	Completion Date December 31, 2027
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Design Services, Granite Falls Bridge 102	
Description of Work <i>Provide all design services necessary to complete final plans, special provision preparation and estimates (PS&E), to provide NEPA approval and permits, and to provide Construction Phase services for Granite Falls Bridge 102 that carries the Mountain Loop Highway over the South Fork of the Stillaguamish River.</i>	
<input checked="" type="checkbox"/> Yes 17% <input 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: \$3,776,037.00

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between SNOHOMISH COUNTY, 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 DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:

Name: Lori Ericsson
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett State: WA Zip: 98201
Email: lori.ericsson@snoco.org
Phone: 425-388-3536
Facsimile: N/A

If to CONSULTANT:

Name: Greg Banks
Agency: WSP USA, Inc.
Address: 1001 Fourth Ave, Suite 3100
City: Seattle State: WA Zip: 98154
Email: greg.banks@wsp.com
Phone: 206-431-2253
Facsimile: N/A

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. 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.

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Lori Ericsson
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett State: WA Zip: 98201
Email: lori.ericsson@snoco.org
Phone: 425-388-3536
Facsimile: N/A

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

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

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third 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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

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.

SCOPE OF WORK DESIGN SERVICES FOR GRANITE FALLS BRIDGE NO. 102

CONSTRUCTION CONTRACT DOCUMENTS

This contract includes the scope of work required for final design; the preparation of plans, specifications, and estimate (PS&E), and is based on the 30-percent project configuration developed by BergerABAM in earlier phases of the project. The estimated level of effort associated with providing these services is shown in Exhibit D, and is based upon the scope of work, assumptions, and task descriptions provided below.

Design work under this contract includes engineering required to prepare the PS&E documents for the new bridge structure, approach slabs, other miscellaneous bridge-associated structures, rock anchors, and structural walls needed at various locations within project limits to accommodate the civil design, , drainage design, environmental documentation and permitting support, and geotechnical design.

GENERAL ASSUMPTIONS FOR PROJECT CONFIGURATION

The design will be in general conformance with the Granite Falls Bridge No. 102 updated 30 percent drawings, dated August 2018, developed by BergerABAM for this project.

The following is a summary of the 30 percent drawings project layout.

- The bridge will be a two-span, steel plate girder bridge with cast-in-place concrete deck.
- The bridge will be supported on spread footings and will incorporate rock anchor tie-downs in the footings.
- Wall types include soldier pile walls with tiebacks and structural earth walls.

DESIGN CODES AND STANDARDS

The following design codes will be used to conduct the final design and analyses. Editions will be the latest published edition as of the date of the fully executed scope of services.

- American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications
- AASHTO Guide Specifications for LRFD Seismic Bridge Design
- Snohomish County CADD Standards
[http://snohomishcountywa.gov/205/Engineering-ServicesSnohomish County](http://snohomishcountywa.gov/205/Engineering-ServicesSnohomish%20County)
- Engineering Design and Development Standards (EDDS):
<http://snohomishcountywa.gov/492/Design-Standards-EDDS>
- Snohomish County Drainage Manual
- WSDOT Design Manual
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction
- WSDOT Standard Plans
- WSDOT Geotechnical Design Manual
- AASHTO A Policy on Geometric Design of Highways and Streets
- Manual on Uniform Traffic Control Devices

SCHEDULE

The following schedule for Construction Contract Documents - Phase 2 to complete the PS&E.

Notice to Proceed (NTP) - Phase 2	NTP
60 percent Submittal	NTP + 7 Months
90 percent Submittal	NTP + 12 Months
100 percent Final Submittal	NTP + 15 Months
County and WSDOT Local Programs Comments	TBD
Ad Ready Plans and Specifications	TBD
Advertise	TBD

ASSUMPTIONS - OVERALL PROJECT

The following list is included to confirm the understanding between the AGENCY and the CONSULTANT and will be used to guide the work.

- The plans will be prepared in accordance with current AGENCY drafting standards, and all electronic drawings submitted by the CONSULTANT as part of any deliverable shall be in AutoCAD 2022 format.
- A formal design schedule will be developed and premised on the actual notice-to-proceed (NTP) date. The schedule will be revised in a mutually agreed-upon fashion upon receipt of the actual written NTP date.
- For the purposes of invoicing and coordination, it is assumed there will be 18 active work months during design and 24 active work months during construction.
- Meetings will be facilitated remotely unless noted otherwise. In-person meetings will be conducted at the AGENCY's office. The AGENCY will be responsible for reserving meeting rooms.
- It is assumed that no bridge illumination will be included on the bridge.
- It is assumed that there will be no modifications or replacing of the existing culverts at the northeast and southwest ends of the project limits.
- The AGENCY will manage the construction contract and will be supported by both the AGENCY'S design staff and CONSULTANT staff as described within this scope of work.
- The AGENCY will provide the base map for the project.
- The AGENCY will develop the ROW plans.
- The AGENCY will conduct all environmental reviews and regulatory agency coordination for this project except as noted in Tasks 60.0 and 70.0.
- The power company and each telecommunication utility company will be responsible for their own utility designs, which will be incorporated into the bid documents.
- The AGENCY will prepare all bid documents for advertising and award.

DESIGN SERVICES

The work will be accomplished as follows with the following tasks.

Part 1 – General Activities

- Task 10.0 General Activities
- Task 11.0 Document Development
- Task 12.0 Design Submittal and Review
- Task 13.0 Ad, Bid, and Award Services

Part II – Final Design Services

- Task 20.0 Bridge Design
- Task 21.0 Wall Design
- Task 22.0 Civil Design
- Task 23.0 TESC and Drainage
- Task 24.0 Landscaping and Mitigation Plans

Task 25.0 Constructability Review (Ott-Sakai Construction)

Part III – Utility Relocation Services

Task 30.0 Utility Relocation Services

Part IV – Geotechnical Engineering

Task 40.0 Geotechnical Engineering (Shannon & Wilson)

Part V – NHPA Section 106 and Section 4(f) Compliance

Task 50.0 NHPA Section 106 and Section 4(f) (ICF)

Part VI – Permitting and Planning

Task 60.0 Environmental Documentation and Permitting

Part VII – Construction Phase Services

Task 70.0 Design Services During Construction

Part VIII – Additional Services

Task 80.0 Survey

Additional tasks to be included as a future amendment if required.

The following detailed task descriptions define the scope of work (and associated engineering fee estimate) for the authorized tasks addressing Construction Contract Documents - Phase 2 of the project.

Work on subsequent task, Construction Services - Phase 3, will be authorized by additional amendments under this agreement.

PART 1 – GENERAL ACTIVITIES

TASK 10.0 GENERAL ACTIVITIES

Subtask 10.1 Project Administration and Management

The CONSULTANT shall provide the necessary administrative functions to provide timely and effective project controls, quality assurance processes, and records.

The CONSULTANT shall develop subconsultant agreements and provide overall coordination and direction of CONSULTANT, and subconsultants work to ensure compliance with all relevant design standards. The CONSULTANT will maintain project communication with the AGENCY and with other applicable parties throughout the project.

The CONSULTANT will be required to develop, submit, and maintain a detailed Microsoft Project schedule, including milestone dates for each work item. The CONSULTANT, at a minimum, will update and submit this schedule monthly throughout the life of the project, along with a monthly detailed progress report. Project schedule and progress report updates shall be provided to the AGENCY electronically by e-mail.

Deliverable(s)

- Monthly progress report and invoice (copy via e-mail)
- Monthly project schedule updates as required (copy via e-mail)
- Updated contract forms and certifications

Subtask 10.2 Quality Assurance/Quality Control

The CONSULTANT shall provide quality assurance/quality control (QA/QC) for all design work in accordance with the CONSULTANT's QA/QC standards.

Deliverable(s)

- QA/QC documentation for all design work shall be made available to the AGENCY upon request

Subtask 10.3 Coordination and Meetings

The CONSULTANT will organize project coordination meetings, establish agendas, and prepare and distribute notes of meetings for each meeting. Anticipated meetings include:

- **Kick-Off Meeting:** The CONSULTANT shall facilitate an in-person kick-off meeting with key CONSULTANT team members. Other CONSULTANT team members will be invited to participate remotely. The kick-off meeting shall be approximately two (2) hours in duration and attended by an average of five (5) key CONSULTANT team members and four (4) other CONSULTANT team members.
- **Site Visits:** The CONSULTANT will conduct five (5) all day site visits during design. Site visits will include an average of four (4) CONSULTANT team members.
- **Internal Team Meetings:** The CONSULTANT shall facilitate an average of four internal project team coordination meetings per month during design. Meetings shall be approximately one (1) hour in duration and attended by an average of eight (8) CONSULTANT team members.
- **Project Management Meetings:** The CONSULTANT shall facilitate an average of one meeting with AGENCY staff per month during design. The meeting shall be approximately two (2) hours in duration and attended by two (2) CONSULTANT team members.
- **Project Team Meetings:** the CONSULTANT shall facilitate an overall team meeting between the CONSULTANT and AGENCY once every other month. The meeting will be a hybrid meeting with key staff in-person and supporting disciplines participating remotely. The meetings will have a 2-hour duration and be attended by eight (8) CONSULTANT team members.

- **Comment Resolution Meetings:** Level of effort is included in Task 12. It is assumed that a comment resolution meeting will be conducted for each key project milestone.
- **Agency Meetings:** Agency meeting will be led by the AGENCY. Assumed CONSULTANT team participation is defined in Tasks 60.0 and 70.0. If additional participation is required, a supplement may be needed.
- **Stakeholder Meetings:** The CONSULTANT will participate in stakeholder meetings as requested by the AGENCY. It is assumed that the CONSULTANT will participate in eight (8) project stakeholder meetings conducted remotely and having a duration of 1-hour. The project stakeholder meetings will be attended by an average of three (3) CONSULTANT team members.
- **Public Outreach Meetings:** An assumed level of effort has been included in Task 60.0 and Task 24.0 specific to environmental and cultural resource mitigation perspectives. In addition, it is assumed that the CONSULTANT team will participate in up to four (4) general project public outreach meetings. Meetings will be in-person within the City of Granite Falls, be attended by two (2) CONSULTANT team members, and have a duration of 2-hours each.
- **Construction Meetings:** The CONSULTANT will participate in weekly coordination meetings between the CONSULTANT, AGENCY, the AGENCY's Construction Administration and Inspection (CA&I) team, and the CONTRACTOR. The AGENCY's CA&I team or CONTRACTOR will be responsible for preparation for all meeting agendas and notes and will send them to the CONSULTANT for review as appropriate. The meetings will be approximately one (1) hour in duration and attended by an average of two (2) CONSULTANT team members.

Deliverable(s)

- Meeting notes for meetings with AGENCY staff (one copy each meeting)

TASK 11.0 DOCUMENT DEVELOPMENT

This task develops the project specifications, engineer's construction cost estimate, and construction schedule. The contract drawings are developed in other tasks as part of this supplement.

Subtask 11.1 Project Specifications

The CONSULTANT will develop general special provisions and project-specific specifications required for the construction of the project, including the bridge, walls, grade beams, WDFW access road, roadway approaches, drainage, maintenance of traffic, utilities, and landscaping. The specifications will include applicable AGENCY specifications developed into the WSDOT format and will be included in the overall project specifications.

Assumption(s)

- The 60 percent Runlist will include only a list of specifications and special provisions anticipated for the project.

Deliverable(s)

- 60 percent Runlist
- 90 percent project specifications
- 100 percent project specifications
- Ad Ready project specifications

Subtask 11.2 Engineer's Construction Cost Estimate

A list of bid items will be prepared, conforming to the WSDOT standard item tables, for the project including the bridge, walls, phasing plans, utilities, landscaping, drainage, roadway approaches, and WDFW access road. Every bid item will have a description, measurement unit, and payment description in the specifications. Quantities and unit prices will be estimated for every bid item. Unit prices will be estimated from recent bid experience on similar Snohomish County projects, WSDOT unit bid analysis, and/or the Means construction estimating manuals, as applicable.

The CONSULTANT will develop an engineer's construction cost estimate for the 60, 90, and 100 percent, and Ad Ready submittals.

Assumption(s)

- There will be three reviews of the engineer's construction cost estimate; one at each of the 60, 90, and 100 percent submittals. Ad ready engineer's construction cost estimate will be an issuance.
- Quantity take-off calculations are intended to illustrate a basis for how quantities were calculated. Quantity take-offs are "for information" and intended for AGENCY use only.

Deliverable(s)

- 60, 90, and 100 percent, and Ad Ready engineer's construction cost estimates
- 60, 90, and 100 percent, and Ad Ready engineer's quantity take-offs
- Responses to engineer's construction cost estimate review comments (3 total)

Subtask 11.3 Construction Schedule

The CONSULTANT will update the construction schedule that was developed as part of Phase 1B in the original contract. The construction schedule identifies major milestones and work activities for each phase of the project in sufficient detail to develop the duration of construction to complete the contract work items. This schedule will be refined as the design progresses.

It is assumed that there will be three reviews of the construction schedule at the 60, 90, and 100 percent submittals.

Deliverable(s)

- 60, 90, and 100 percent, and Ad Ready construction schedules using Microsoft Project scheduling software
- Construction schedule review comments

TASK 12.0 DESIGN SUBMITTAL AND REVIEW

This task documents the level-of-effort with preparation of each of the 60, 90, 100, and Ad-Ready PS&E submittal packages including efforts associated with ensuring the appropriate quality control and assurance procedures have been followed and concurrence on disposition of AGENCY comments has been reached.

Subtask 12.1 60 percent Design Submittal

Quality Control

The CONSULTANT shall provide QC reviews for all design work prior to the 60 percent submittal to the AGENCY.

Compile Submittals

The CONSULTANT shall coordinate with all subconsultants, and compile the PS&E for each of the following tasks.

- Bridge design
- Rock bolting for foundations
- Rock bolting for slopes
- Wall design
- Phasing

- Utility Design
- Drainage Design
- Roadway approaches
- WDFW temporary access road design
- Landscaping Design

Comments Resolution

The CONSULTANT will provide written responses to all of the AGENCY's review comments that are provided to the CONSULTANT following the 60 percent design submittal and participate in a comment resolution meeting.

Assumption(s)

- AGENCY review comments will be provided in an Excel spreadsheet accompanied by formal PDF markups of the PS&E package. Formal PDF markups will be conducted using a Bluebeam Studio session.

Subtask 12.2 90 percent Design Submittal

Quality Control

The CONSULTANT shall provide QC reviews for all design work prior to the 90 percent submittal to the AGENCY.

Compile Submittals

The CONSULTANT shall compile the PS&E and construction schedule with all AGENCY's review comments from the 60 percent submittal addressed.

Comments Resolution

The CONSULTANT will provide written responses to all of the AGENCY's review comments that are provided to the CONSULTANT following the 90 percent design submittal and participate in a comment resolution meeting. Comment resolution meeting will focus addressing the 90 percent submittal comments and open comments from the 60 percent submittal (if any).

Assumption(s)

- AGENCY review comments will be provided in an Excel spreadsheet accompanied by formal PDF markups of the PS&E package. Excel spreadsheet comments will be included in the same spreadsheet used for the 60 percent submittal with the 90 percent comments being included on a new workbook tab. Formal PDF markups will be conducted using a Bluebeam Studio session.

Subtask 12.3 100 percent Design Submittal

Quality Control

The CONSULTANT shall provide QC reviews for all design work prior to the 100 percent submittal to the AGENCY.

Compile Submittals

The CONSULTANT shall compile the PS&E and construction schedule with all AGENCY's review comments from the 90 percent submittal addressed. The CONSULTANT will provide project design calculations if requested in PDF format with an accompanying index/table of contents to permit ease of reference.

Comments Resolution

The CONSULTANT will provide written responses to all of the AGENCY's review comments that are provided to the CONSULTANT following the 100 percent design submittal and participate in a comment resolution meeting. Comment resolution meeting will focus addressing the 100 percent submittal comments and open comments from the 60 and 90 percent submittals (if any).

Assumption(s)

- AGENCY review comments will be provided in an Excel spreadsheet accompanied by formal PDF markups of the PS&E package. Excel spreadsheet comments will be included in the same spreadsheet used for the 60 and 90 percent submittals with the 100 percent comments being included on a new workbook tab. Formal PDF markups will be conducted using a Bluebeam Studio session.

Subtask 12.4 Ad Ready Documents for Bidding

Quality Control

The CONSULTANT shall provide QC reviews for all design work prior to the Ad Ready submittal to the AGENCY.

Compile Submittals

The CONSULTANT shall compile the PS&E and construction schedule for Ad Ready contract documents.

Assumption(s)

- AGENCY will post Ad-Ready documentation to applicable websites and trade organizations as necessary for bidders to download and retrieve.

TASK 13.0 AD, BID, AND AWARD SERVICES

CONSULTANT will support the AGENCY during the project bidding period by responding to bidder questions or requests for information relayed through the AGENCY. The CONSULTANT will furnish technical input to the AGENCY in response to bidder requests for clarification of bid documents. If warranted, the CONSULTANT will provide technical assistance necessary for preparing addendums that may include revised plan sheets and/or revised special provisions.

The CONSULTANT shall assist in providing resolution to comments raised by WSDOT Local Programs review of Division 1 changes (if any), public interest findings (assumed none), and the contract plans, specifications, and construction cost estimate. It is assumed there will be no identified deliverables for response to WSDOT Local Programs comments. Modifications to the contract documents will be provided as required in the Ad-Ready documents as noted in Task 12.4.

Assumption(s)

- The CONSULTANT team will respond to 10 bidder questions requiring technical input. Each bidder question will require 6-hours of response time.
- The CONSULTANT team will develop up to three (3) addenda. Each addenda will require 16-hours of preparation time.

Deliverable(s)

- Email responses to bidder questions.
- Revised construction provisions for addenda.

PART II – FINAL DESIGN SERVICES

TASK 20.0 BRIDGE DESIGN

This task includes final design structural engineering services and the preparation of the associated construction documents for the Granite Falls Bridge No. 102 structure.

Subtask 20.1 Bridge Analysis and Calculations

Global Vertical (Gravity) Load Analyses

Vertical (gravity) service and strength analyses of the proposed new bridge will be conducted to demonstrate that the proposed structure meets the performance requirements per AASHTO and the WSDOT Bridge Design Manual (BDM).

Seismic Analyses

Seismic analysis of the proposed new bridge will be conducted to demonstrate that the proposed structure meets the performance requirements per the AASHTO Guide Specifications as supplemented with requirements of the WSDOT BDM. Both multimodal linear elastic response spectrum analyses and non-linear static push-over analyses will be conducted.

Bridge Component Analysis

Component analyses/designs will be prepared for each bridge component based on the controlling design forces as determined from the service/strength and seismic analyses. Bridge components include spread footings, columns, crossbeams, girders, the bridge deck, and the bridge barriers.

Plastic Hinge Calculations

The plastic hinge calculations define the deformation limits of the inelastic bridge components. Plastic hinge calculations will be completed in order to conduct the bridge seismic capacity analysis.

Component Capacity Calculations

Capacity calculations will be completed for each of the bridge components in accordance with the AASHTO Bridge Design Specifications, the AASHTO Seismic Guide Specifications, and/or the WSDOT BDM as appropriate.

Miscellaneous Calculations

Calculations will be conducted for the bridge ancillary items such as the bridge bearings, expansion joints, utility hangers/supports, component connections, etc.

Deliverable(s)

- 100 percent bridge design calculations if requested (submitted in PDF format with an accompanying index/table of contents)

Subtask 20.2 Bridge Drawings

The CONSULTANT will prepare contract bridge drawings, which incorporates all of the AGENCY's review comments for the 60, 90, and 100 percent design submittals.

Deliverable(s)

- 60, 90, and 100 percent bridge plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90 and 100 percent plans

Subtask 20.3 Constructability

A detailed construction schedule will be developed for the project as defined in Subtask 11.3. The major construction work activities associated with the construction schedule have been developed as part of the Phase 1 (30 percent) design. These activities will be formalized such that the associated constraints can be conveyed in the construction documents in a biddable manner. Mobilization/access and placement of construction equipment, along with delivery of materials, will be considered for the major work activities. Specific major work activities to be assessed are as follows.

Construction Access and Staging

The bridge and approach roadway staging, utilities, span configuration, traffic movements, wall construction sequencing, Fish Ladder Road access impacts, and impacts to the local businesses each play a part in construction

access to and from the bridge site. The CONSULTANT will convey the unique access and staging constraints of the project into the construction documents in a buildable and biddable manner.

Existing Bridge Demolition

The to-date conceptual demolition methods for removing the existing bridge will be reviewed, updated as required, and then formalized. Anticipated construction constraints to be considered include assumed pick weights and radii, maintenance of traffic restrictions, work windows if any, temporary works required to facilitate demolition of the bridge, restrictions regarding use of the new bridge, etc.

Girder Erection

The to-date conceptual girder erection methods will be reviewed, updated as required, and then conveyed in the construction documents as required to define the associated constraints.

Foundation Construction

Spread footings are the foundation elements being used on the new bridge. The spread footings are located on or adjacent to steep rock bluffs. The construction documents will be detailed to sufficient level to illustrate the assumed site access, and means of construction including the sequence of construction, temporary works (walls/platform as required), rock demolition methods, rock bolting requirements, and the placement of construction equipment for each foundation construction operation.

Deliverable(s)

- 60, 90, and 100 percent construction sequence and methods, maintenance of traffic, and construction access/staging plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

TASK 21.0 WALL DESIGN

Subtask 21.1 Analysis and Calculations

This task includes final design structural engineering services and the preparation of the associated construction documents for the wall structures required on the project.

Permanent Walls

The permanent walls identified in the preliminary design are listed in the table below. The fee estimate associated with this scope of work is based on the wall types shown in the table below.

Wall No.	Wall Type	Start	End	RT/LT	Comments
W1	SE Fill Wall	15+00	12+55	LT	Fill Wall – Parking Area
W2	SE Fill Wall	16+31	14+80	LT	Fill Wall - Fish Ladder Access Rd
W4	Soldier Pile Cut Wall	16+35	16+35	RT	Cut Wall - Embankment Grading
W5	Soldier Pile Cut Wall	19+22	20+00	LT	Cut Wall – Girder Clearance
W6	SE Fill Wall	19+98	20+90	RT/LT	Fill Wall - Rdwy. Embankment
W7	Soldier Pile Cut Wall	22+15	26+10	LT	Cut Wall – Roadway Alignment

Temporary Walls

The temporary walls identified in the preliminary design to be designed by the Consultant are listed in the table below. The fee estimate associated with this scope of work is based on the wall types shown in the table below.

Wall No.	Wall Type	Start	End	RT/LT	Comments
W3	Soldier Pile Cut Wall	16+00	17+50	RT	Retain Existing Roadway
W5	Soldier Pile Cut Wall	20+00	20+69	LT	Constr. Access (Bridge Piers)

Deliverable(s)

- 100 percent wall design calculations (submitted in PDF format with an accompanying index/table of contents)

Subtask 21.2 Wall Drawings

The CONSULTANT will prepare contract wall drawings, which incorporate all of the AGENCY's review comments for the 60, 90, and 100 percent design submittals.

Deliverable(s)

- 60, 90, and 100 percent wall plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90 and 100 percent plans

TASK 22.0 CIVIL DESIGN

The civil design will consist of development of site preparation plans, WDFW site modification plans, traffic control plans, channelizing and signing plans, and construction sequence plans.

Subtask 22.1 Traffic Control Plans

The CONSULTANT shall prepare proposed phasing and traffic control plans for 60, 90, and 100 percent submittals to the AGENCY for review ahead of issuing the phasing and traffic control plans for construction.

Deliverable(s)

- 60, 90, and 100 percent phasing and traffic control plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

Subtask 22.2 WDFW Access Road Plans

The CONSULTANT will prepare plan, profile, and detail drawings for the WDFW access road, which incorporates all of the AGENCY's review comments for the 60, 90, and 100 percent design submittals. The WDFW alignment and profile controls the design of the adjacent walls. Thus, the CONSULTANT will advance the temporary access road design to approximately a 90 percent level of completion at the 60 percent submittal so that future PS&E submittals will result in only minor additional comments on those drawings.

Deliverable(s)

- 60, 90, and 100 percent WDFW access road plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

Subtask 22.3 Channelization and Signing Plans

The CONSULTANT shall prepare proposed channelization and signing plans for 60, 90, and 100 percent submittals to the AGENCY for review ahead of issuing the channelization and signing plans for construction.

Deliverable(s)

- 60, 90, and 100 percent channelization and signing plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

Subtask 22.4 Construction Sequence Plans

The CONSULTANT shall prepare conceptual construction sequencing plans for 60, 90, and 100 percent submittals to the AGENCY for review ahead of issuing the conceptual construction sequencing plans for construction.

Deliverable(s)

- 60, 90, and 100 percent construction sequencing plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

TASK 23.0 TESC AND DRAINAGE [OSBORN]

The CONSULTANT will prepare plan, profile, and detail drawings for the TESC and drainage system, which incorporates all of the AGENCY's review comments for the 60, 90, and 100 percent design submittals. The plan preparation effort is included in Task 12.

The CONSULTANT will prepare a drainage report for the proposed design following the July 2021 Snohomish County Drainage Manual. The drainage report will include a written assessment and summary of the stormwater design features on the project, summary of tables, drainage detention and water quality calculations, pipe capacity and conveyance calculations, upstream and downstream analysis, drainage basin maps, gutter flow analysis, backwater analysis (Hydraulic Grade Line) and supporting exhibits.

The CONSULTANT will also prepare a stormwater pollution prevention plan (SWPPP), prepare a WSDOT HI-RUN analysis to support the biological assessment, and provide pollution generating areas and stormwater treatment BMP information in support of environmental permitting processes.

Assumption(s)

- Drawings are anticipated to include TESC sheets per phase, TESC details, drainage plan and profile sheets, and drainage details sheets. The effort involved to prepare the plan sheets is included in Task 12. Task 23.0 effort will include the design time supporting the contract plan preparation.
- Anticipated temporary drainage inlets and/or conveyance facilities will be shown on the construction sequence plans.
- The CONSULTANT will investigate suitability of bioretention and infiltration for stormwater management.
- Detention facilities will not be required on this project as the project drains towards a flow control exempt waterbody.
- Up to four (4) stormwater treatment BMPs will be designed to treat the project pollution-generating areas. Up to two (2) dispersion trenches will be designed.
- The effort to design the stormwater treatment BMP facilities will include a review of the geotechnical report and coordination with the geotechnical team regarding the potential for infiltration, dispersion, and siting LID facilities.
- The drainage conveyance design may include bridge inlets and pipe suspension coordination with structural designers. Pipe support design will be provided by others. It is assumed that no new piped outfall is necessary to the South Fork Stillaguamish River per the 30% design analysis.
- In preparation of the off-site analysis report, the CONSULTANT will conduct a site visit to observe the existing onsite and offsite drainage systems of the study area for each discharge location. This site visit will be one full day (8 hours effort) with 2 CONSULTANT staff members.
- A wetland hydroperiod analysis will be conducted, as necessary, for up to three (3) wetlands.
- The CONSULTANT will prepare the stormwater area input for any HI-RUN analysis needed (existing and proposed PGIS and NPGIS areas to each outfall).

- Up to two (2) iterations of area tally surface area updates will be made at the 60% and 90% submittals to assess drainage requirements.
- No significant roadway or stormwater design changes will be made at the 100% to Ad-Ready design phase. One area tally update will be made at the 100% design phase. Only minor stormwater calculations and BMP modeling updates are anticipated to reflect the final design.

Deliverable(s)

- 60, 90, 100 percent, and Ad-Ready Drainage Report
- Response to AGENCY comments on 60, 90, and 100 percent Drainage Report

TASK 24.0 LANDSCAPING AND MITIGATION PLANS [JA BRENNAN]

Subtask 24.1 Conceptual Historic and Cultural Site Features Development

The CONSULTANT will provide services to study, evaluate, and recommend features to incorporate into the bridge and site design of the Granite Falls Bridge No. 102 Replacement project to document the site's historical and cultural significance. Conceptual features will be developed to resolve adverse effects through consultation with WSDOT Local Programs, the Washington State Department of Archaeology and Historic Preservation, Snohomish County Archaeologist, Tribes and other consulted parties.

This task includes the following:

1. A site visit by the CONSULTANT's landscape architecture team members to gather information on existing conditions and critical viewpoints of the proposed project.
2. Development of general theme/character concepts for the bridge and site. Concepts will be documented in a brief memo, summarized in slides, and presented to the AGENCY. Concepts are assumed to not significantly alter the bridge and site layout defined in the 30-percent plans that would otherwise require significant engineering effort.
3. Working with AGENCY, agency, and tribal staff to determine the key focal points for the project. Key focal points will aid in the development of conceptual features to incorporate into the design.
4. Development and evaluation of conceptual features for potential implementation into the design. Conceptual features will be presented in the form of sketches taken from the key project focal points. Elevation and section views will be completed as necessary for design concept development. Concepts will be documented in a brief memo, summarized in slides, and presented to the AGENCY.
5. Attending public meetings facilitated by the AGENCY.

Assumption(s)

- Site visit will be all day and attended by two CONSULTANT team members.
- Three general theme/character concepts will be developed.
- There will be three key project focal points.
- Two sets of conceptual features will be developed for the preferred general theme/character concept.
- Presentations will be remote, include four CONSULTANT team members and have a duration of two hours.
- Two CONSULTANT team members will participate in two in-person public meetings. Public meetings will have a duration of two hours.
- Final submittal of the conceptual features memorandum will identify the preferred features to be included into the design of the project. Selection of the preferred features will be determined by the AGENCY.

Deliverable(s)

- Draft and Final General Theme/Character Memorandum
- Draft and Final Conceptual Features Memorandum
- Response to AGENCY review comments on the memorandums

Subtask 24.2 Final Historic and Cultural Site Feature Design

This task includes services to develop the necessary construction provisions (i.e., plans, specifications, and estimates) associated with incorporation of the Task 24.1 historic and cultural site features to be included in the project. For scoping purposes, a list of assumed features is noted below. If features differ from those noted in the list below, a supplement will be required.

Assumption(s)

- Features are assumed to include:
 - Overlooks with informative kiosks on the bridge (one total)
 - Architectural stamping, medallions, finishes on walls and abutments adjoining/adjacent to the WDFW access road
 - Informative kiosk at viewpoint on or adjacent to the WDFW access road (two total viewpoints; one at the access road entrance and one closer to the fish ladders with a view of the bridge)
- One set of combined review comments by the AGENCY will be submitted to the CONSULTANT. The review comments will be documented in an Excel spreadsheet and will be accompanied with a PDF markup of the PS&E packaged.

Deliverable(s)

- 60, 90, and 100 percent historic feature plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

Subtask 24.3 Final Project Landscape Design

This task includes the CONSULTANTS final design efforts to landscape/restore disturbed areas within the footprint of the existing infrastructure, disturbed areas in and around the existing WDFW access road, and disturbed areas to facilitate new construction. A brief written landscape design concept will be developed for the site and submitted to the AGENCY for review and approval.

This task also includes CONSULTANT services to develop the necessary landscape design construction provisions (i.e., plans, specifications, and estimates) for the 60, 90, and 100 percent submittals.

Assumption(s)

- Concept design memorandum will include schematic plans illustrating the landscaping design concept. Schematic plans will be accompanied by sections and elevation views as appropriate to convey the design. For the purpose of estimating, it is assumed that two sections and three elevations will be required.
- Concept design will be developed after the final conceptual historic and cultural site general theme/character memorandum has been issued and the draft conceptual features memorandum has been reviewed.
- Concept design will include product and materials information for permanent products associated with the landscape design.
- Level-of-effort associated with special provision and cost estimating development is accounted for by the Task 11.1 and 11.2 scope of services.
- One set of combined review comments by the AGENCY will be submitted to the CONSULTANT. The review comments will be documented in an Excel spreadsheet and will be accompanied with a PDF markup of the PS&E packaged.

Deliverable(s)

- Draft and Final Landscape Design Concept Memorandum
- 60, 90, and 100 percent landscape plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

TASK 25.0 CONSTRUCTABILITY REVIEW (OTT SAKAI CONSTRUCTION)

Ott Sakai Construction, under a subconsultant agreement with the CONSULTANT, will provide additional specialized constructability review services.

Subtask 25.1 Construction Schedule

The CONSULTANT will update the construction schedule that was developed as part of Phase 1B of the original contract. Ott Sakai Construction will provide review and comment for structural elements of the work. This schedule will be refined as the design progresses, and it is assumed additional review and comment from Ott Sakai Construction will be needed.

It is assumed that there will be one review of the construction schedule for the 60 percent submittal.

Deliverable(s)

- Construction schedule review comments

Subtask 25.2 Cost Estimate

Ott Sakai Construction will provide an independent construction cost estimate for the bridge. As the design progresses and more detail is known, additional review and fine tuning of the bridge cost estimate will be needed. The CONSULTANT will use Ott Sakai Construction for assisting in estimating unique features of work and pricing of work access and cost effects of specialized construction equipment.

Deliverable(s)

- Bridge cost estimate for the 60 percent submittal
- Bridge cost estimate review comments for the 90 percent submittal

Subtask 25.3 Quality Assurance/Quality Control (QA/QC)

Ott Sakai Construction will provide QA/QC review for Subtask 20.3 Constructability.

It is assumed that there will be two reviews of the constructability tasks for the 60 and 90 percent submittals.

Deliverable(s)

- Constructability review comments for the 60 and 90 percent submittals

PART III – UTILITY RELOCATION SERVICES

TASK 30.0 UTILITY RELOCATION SERVICES

This task consists of relocating the Snohomish County Public Utility District water line including both temporary and permanent relocations. This includes coordination with the Snohomish County Public Utility District, the AGENCY, and other utility purveyors in the project area as listed below.

Design the water system includes preparing design details for relocation and/or extension of existing water distribution system facilities, including pipes, fire hydrants, blow off assemblies, and related items to accommodate the roadway and bridge for both the temporary detour and the final bridge location. The design shall be prepared per the requirements of the Snohomish County Public Utility District standards and design specifications. The design shall include provisions to maintain water quality, pressure, and flow during construction of new facilities, and relocation and modification of existing facilities.

Subtask 30.1 Utility Design

The CONSULTANT shall prepare the utility plans for the temporary and permanent water line relocation elements for the 60, 90, and 100 percent submittals.

Assumption(s)

- One set of combined review comments by the AGENCY will be submitted to the CONSULTANT. The review comments will be documented in an Excel spreadsheet and will be accompanied with a PDF markup of the PS&E packaged.

Deliverable(s)

- 60, 90, and 100 percent utility plans (PDF, 11x17)
- Response to AGENCY comments on 60, 90, and 100 percent plans

Subtask 30.2 Utility Meetings and Coordination

The CONSULTANT shall conduct utility coordination meetings with the AGENCY and the Snohomish County Public Utility District. In addition, the CONSULTANT shall conduct utility coordination meetings with the AGENCY and other utility companies within the project area to facilitate those companies getting their facilities designed for the temporary detour and permanent bridge location. The CONSULTANT shall identify potential utility conflicts and prepare a potholing plan as necessary to minimize the potential for delays during construction related to utility conflicts.

Assumption(s)

- The CONSULTANT will meet with the AGENCY and the Snohomish County Public Utility District four times to review the design of the proposed temporary and permanent water line relocations. Snohomish County Public Utility District will provide all relevant design standards and recent unit costs on recent construction projects associated with their water lines. It is anticipated four meetings will be held, which shall be approximately two (2) hours in duration and shall be attended by an average of two CONSULTANT team members from the design team.
- The CONSULTANT will meet with the AGENCY and overhead and underground power and telecommunication utility companies located within the project limits to coordinate their own design of temporary and permanent utility relocations within the project limits and identify potential conflict areas. The intent is to ensure the design incorporates any design elements these companies may need to support the temporary and permanent relocations; and to verify their design is being completed in a timely manner consistent with the needs of the project. It is anticipated four meetings will be held, which shall be approximately two (2) hours in duration and shall be attended by an average of two CONSULTANT team members from the design team.

Deliverable(s)

- Meeting notes from utility coordination meetings, as applicable.
- Utility Potholing Plan for submittal and review by the AGENCY.

PART IV – GEOTECHNICAL DESIGN SERVICES

TASK 40.0 GEOTECHNICAL ENGINEERING (SHANNON & WILSON, INC.)

Shannon & Wilson, Inc. (Shannon & Wilson), under a subconsultant agreement with the CONSULTANT, will provide the following scope of geotechnical engineering services for Phase 2 of the project.

Subtask 40.1 General Activities

Project Management

Shannon & Wilson will provide project management for its effort with the project. Anticipated project management services include the following.

- Prepare monthly invoices with project progress reports
- Maintain project files with document controls
- Develop subcontractor contracts
- Provide insurance certificates and requested accounting documentation
- Provide insurance certificates and requested accounting documentation
- Coordinate site visits; subsurface explorations; laboratory testing; design; provide input and reviews of 60, 90, and 100 percent PS&E submittals; and regular project administration between Shannon & Wilson, the CONSULTANT, and the AGENCY
- Communicate regularly with CONSULTANT regarding observations, conclusions, progress, schedule, and budget

Quality Assurance/Quality Control Plan

Shannon & Wilson will use their in-house QA/QC plan for the geotechnical portion of the scope of work. The QA/QC plan will be available for review upon request.

Coordination and Meetings

Shannon & Wilson will participate via teleconference in the weekly project meetings. Shannon & Wilson will attend five 2-hour project meetings at the AGENCY offices in Everett, Washington, or at CONSULTANT's office in Federal Way, Washington. The meetings could include:

- Project kick-off meeting
- Bridge foundation review meeting
- Slope stabilization review meeting
- Stormwater review meeting
- Final design review meeting

Shannon & Wilson will attend up to 15 project meetings with the CONSULTANT team. The meetings will be held virtually and last for one hour.

Shannon & Wilson will attend one 2-hour long public involvement meeting in Granite Falls, Washington.

Assumption(s)

- Meeting notices, agendas, and minutes will be produced and provided by others.
- S&W will attend up to 15 weekly project meetings.

Deliverable(s)

- Insurance certificates
- Accounting documentation, if requested
- Monthly invoices
- QA/QC plan, if requested

Subtask 40.2 Final Design Services

S&W will assist with advancing the design through the 60, 90 and 100 percent design submittals. It's anticipated that S&W's efforts will focus mostly on slope stabilization measures, foundations, and cut and fill retaining walls, through design consultation with the CONSULTANT.

For rock slope stabilization, S&W will develop revised rock slope stabilization design using rock anchors at existing and proposed cut slopes near the bridge foundations. We anticipate the revisions will include:

- Rock anchor site plan
- North slope rock anchor elevation plan
- South slope rock anchor elevation plan
- North and South slope rock anchor sections and details
- Rock anchor schedule plan

S&W will prepare special provision specifications for rock bolt construction, rock excavation, earthwork, and dewatering.

S&W will review the following submittals prepared by the design team to verify they correctly and adequately incorporate the design recommendations presented in the Geotechnical Report:

- 60% Design Submission (PS&E)
- 90% Design Submission (PS&E)

- 100% Final Design Submission (PS&E)
- Hydraulic Analysis and Drainage Report

S&W reviews will consider compliance with geotechnical design requirements in the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual (GDM) and AASHTO bridge design manual. Review will focus on:

- Erosion and sediment control plans
- Foundation layout and foundation plans
- Foundation installation notes
- Substructure plans
- Applicable sections and detail sheets
- Wall plans and sections
- Wall details

S&W will assist the design team with developing an opinion of probable construction cost and schedule for the specialty geotechnical construction items. These will include rock anchor construction and testing, and could include items such as rock excavation, other rock slope construction items, and retaining wall construction.

Assumption(s)

- A plan view of the project will be prepared by others and provided to S&W.
- The CONSULTANT will compile and include S&W plan sheets and special provision specifications into the submittal. Printed plan sheets and specifications will not be produced by S&W.
- S&W review comments for plans and specifications prepared by others will be mostly informal (e.g., redlines, track changes, telephone conversations, e-mails).
- S&W unit costs for developing the engineer's estimate, with regard to geotechnical specialty construction items, will be completed informally (e.g. entering numbers into a spreadsheet developed by others, telephone conversations, e-mails).
- Specifications for the project will be based on WSDOT Standard Specifications for Road, Bridge and Municipal Construction.

Deliverable(s)

- AutoCAD Civil 3D files of the rock anchor plan sheets
- Geotechnical specific special provisions – rock bolt construction, rock excavation, earthwork, and dewatering

Subtask 40.3 Geotechnical Engineering

Subtask 40.3.1 Preliminary Design Review

S&W will review existing subsurface data, past reports, the Granite Falls Bridge No. 102 TS&L study, and the 30 Percent Design documents. Review efforts will focus on conceptual design changes proposed by CONSULTANT and the AGENCY (if any), constructability, cost effectiveness, and conformance with the latest AASHTO, WSDOT, and County Engineering Design and Development Standards for geotechnical design. As needed, we will develop final design modifications to the recommendations presented in the Draft Geotechnical Report (i.e., May 2017 Revised

Draft Geotechnical Engineering Report, Granite Falls Bridge No. 102 Replacement, 30 Percent Design Documentation, Snohomish County, Washington).

S&W's Principal-in-Charge, Project Manager, and Rock Mechanics Engineer will meet with the design team to discuss potential modifications to the 30 percent design. S&W will assist WSP with geotechnical cost and schedule impacts that might occur with the proposed modifications.

Assumption(s)

- Meeting notice, agenda, and minutes will be produced and provided by others.

Deliverable(s)

- No deliverables.

Subtask 40.3.2 Geotechnical Explorations and Analysis

The subsurface data and interpretations presented in the Draft Geotechnical Report provide a good basis for design. Any additional subsurface explorations will be to supplement existing data for refinement of design. Subsurface exploration will be based on the WSDOT GDM and AASHTO LRFD Bridge Design guidelines. Those requirements include performing at least one subsurface exploration for each bridge pier or abutment spaced 100 feet or less apart, and at least two subsurface explorations for each bridge pier or abutment spaced greater than 100 feet apart. In our opinion, based on the currently proposed project design, the subsurface explorations performed to-date satisfy these requirements.

For proposed temporary and permanent cut and fill walls, the WSDOT GDM and AASHTO LRFD Bridge Design guidelines require a minimum of one subsurface exploration for each wall less than or equal to 100 feet in length. For walls over 100 feet in length, subsurface explorations are to be spaced 100 to 200 feet along the wall. For anchored walls, additional explorations are required behind the wall spaced at 100 to 200 feet distance. In our opinion, based on the currently proposed project design, the subsurface explorations performed to date satisfy these requirements for all walls except for Wall No. 7. We are proposing additional subsurface explorations be performed for the Wall No. 7 design.

Stormwater Infiltration

The August 2018 Design Memorandum states the following regarding stormwater runoff disposal: "Because of the steep slopes of the project and known shallow rock layer below the ground, it is not feasible to treat stormwater via infiltration on the project".

Further, previous test pits excavated along the southern approach encountered groundwater seepage from 1 to 4 feet below ground surface (bgs) when excavated in February 2021. This seepage indicates infiltration may not be practical along the southern bridge approach because of potential shallow groundwater. The test pits along the northern bridge approach encountered seepage about 5 to 7 feet bgs in February 2012, and no seepage in June 2016. However, the fill east of the existing roadway slopes 30 to 40 degrees down towards the river valley. Therefore, we do not recommend infiltrating surface water unless coupled infiltration, groundwater flow, and slope stability modelling do not show potential slope instability.

For planning purposes, our Scope of Services includes a preliminary review of existing site information and a meeting to discuss site infiltration. We do not anticipate our findings to identify infiltration as feasible at this site. This Scope of Services does not include stormwater infiltration testing (in-situ, laboratory, or otherwise), evaluation, or design. If

stormwater infiltration is to be included in the project, an additional scope and fee will be prepared to meet the requirements of the Snohomish County Drainage Manual for design.

Field Reconnaissance and Subsurface Exploration - Planning

S&W will review proposed revisions, if any, to the proposed roadway alignment, cuts, fills, walls, and bridge foundation locations. Then S&W will perform a field reconnaissance to observe potential changes in the slopes. In particular, observing new rockfall and slope movement, if any. Based on this information and the existing subsurface data, an evaluation of whether additional subsurface data is required will be conducted. If additional subsurface explorations are needed, S&W will prepare a field reconnaissance, exploration, testing, and sampling plan. The plan will include:

- The type, locations, and depths of explorations proposed at the site on a site plan
- Equipment that will be required
- Ground disturbance that may occur and, if required, the temporary erosion and sediment control and site restoration measures we will employ
- Traffic control plan, if needed
- Schedule
- Site-specific health and safety plan

S&W will coordinate with the AGENCY permit specialist, who will obtain all rights-of-entry, environmental, and other permits required to perform the field reconnaissance and subsurface explorations. As part of this coordination, it is anticipated that S&W will make one site visit with the AGENCY permit specialist. During this site visit, S&W will mark exploration locations that will require utility notification/checks. The exploration plan will be reviewed with the CONSULTANT and the AGENCY for agreements.

Assumption(s)

- A revised exploration, testing, and sampling plan deliverable will not be required. Comments made by the CONSULTANT and the AGENCY to the plan will be discussed, and those accepted will be incorporated during the field reconnaissance and subsurface exploration efforts.

Deliverable(s)

- Subsurface exploration, testing, and sampling plan.

Field Reconnaissance and Subsurface Explorations - Execution

The proposed field reconnaissance and subsurface explorations are intended to characterize the geology, map soil/rock contacts, and develop an understanding of the subsurface soil and rock for final design, plans, specifications, and cost estimating. Based on the understanding of the 30 percent design, and potential design modifications, it's anticipated the field reconnaissance and subsurface explorations will include:

- Field reconnaissance along the alignment to document and observe surface geology, topography, and landslide scars, and to identify geotechnical and construction issues for the design.
-
- Three borings, one along the Wall No. 7 alignment and two behind the wall in the hillside anchor zone, to characterize the soil and develop engineering properties for design. The tallest section of the proposed wall is about 15 feet. Based on anticipated soldier pile depths, and WSDOT GDM and AASHTO LRFD Bridge Design guidelines, these borings will extend about 45 to 50 feet deep. Mud rotary drilling methods will be used to drill through the soil, and relatively disturbed soil samples will be collected using the Standard Penetration Test. When

the boring encounters rock, a wireline coring method will be used to drill the remainder of the boring. To monitor groundwater, a VWP will be installed in one of borings to measure the groundwater elevation.

- Install dataloggers to collect relatively continuous groundwater data from the VWPs for approximately one year. In particular, monitor groundwater throughout the fall/ winter/spring wet season.

Field reconnaissance and exploration work will be coordinated with CONSULTANT and AGENCY staff. No field meetings will occur with the CONSULTANT and AGENCY staff except as noted in the Field Reconnaissance and Subsurface Exploration Planning above.

A field representative from S&W will be on site to observe the drilling, retrieve soil samples and rock cores; and visually classify the soil samples and rock cores in the field. Soil samples and rock cores collected from the borings will be placed in jars and cardboard boxes, respectively, and transported to the S&W laboratory for testing.

S&W will conduct geotechnical laboratory tests in general accordance with appropriate ASTM International standards on the soil and rock samples collected from the borings. Anticipated laboratory tests include:

- Visual soil and rock core descriptions
- Moisture content determinations (soil)
- Grain size analyses (soil)
- Atterberg limits (soil)
- Resistivity and pH (soil)
- Direct shear and unconfined compression tests (rock)

Assumption(s)

- S&W will call the Underground Utilities Location Center (UULC) (1-800-424-5555) to locate underground utilities prior to drilling.
- The field reconnaissance and borings will be performed during workday hours.
- No grading or road building to access the boring locations is anticipated at this time. Boring locations will be cleaned and restored to the extent practical but will not be restored to pre-exploration conditions.
- Fieldwork is based on a five-day work week schedule. A reduced schedule may add additional fee.
- S&W and its subcontractors will have unlimited access to perform the field reconnaissance and drill the subsurface borings at all times. If access is restricted for any reason (i.e., weather delays, forest fires, conflict or delays by property owners, etc.) then standby costs and demobilization/ remobilization costs may be incurred.
- Water for drilling operations will be provided by the driller.
- Drilling equipment will remain on site for the duration of exploration activities.
- No contamination exists in the soil, rock, groundwater, or surface water at the site.
- Excavation spoils can be spread on site as long as they will not enter the river.
- Borings will be located by surveying. Level-of-effort for surveying is covered in Task 80.
- The project is subject to prevailing wage / Davis Bacon rates.

Deliverable(s)

- Boring logs and laboratory test results will be included in the Geotechnical Data Report

Subtask 40.3.3 Geotechnical Engineering Analysis and Report Preparation

S&W will perform geotechnical engineering analyses for the final design, plans, and specifications preparation for the project. Depending on the modifications since the 30 percent design, we will perform geotechnical analyses to update:

- Geotechnical soil parameters.
- Rock mass engineering properties, including the Rock Mass Rating and Geologic Strength Index. Rock mass properties will be used to estimate rock mass strengths.
- Rock discontinuities properties, including orientation, spacing, strength, and persistence for subsequent analyses.
- Seismic hazards at the site including liquefaction, lateral spreading, fault rupture, and slope stability.
- Geotechnical seismic design parameters for permanent cut walls, fill walls, bridge foundations, and slope stabilization measures.
- Bridge foundation design recommendations for shallow footings on the bedrock, including bearing capacity and sliding resistance. We assume the bridge foundations will include one abutment and two piers. Rock anchors will be connected to the pier foundations and pullout capacities provided.
- Fill wall design recommendations for cast-in-place concrete walls or mechanically stabilized earth walls. Depending on the wall type, our analyses will include bearing capacity, lateral earth pressures, lateral resistance, sliding resistance, drainage, and minimum reinforcement lengths. It is assumed three fill walls will be required as per the 30 percent design.
- Cut wall design recommendations for cantilever soldier pile walls and/or soldier pile and tieback walls. Depending on the wall type, our analyses will include lateral earth pressures, lateral resistance, drainage, pullout capacities, and anchor types. It is assumed four cut walls will be required as per the 30 percent design.
- Embankment fill and total and differential settlement estimates at the fill walls and the bridge approaches.
- Soil and rock slope stability under static and seismic loading conditions. The kinematic analyses for each side of the ravine will be reviewed to evaluate permissible rock slope failure modes. The kinematic analyses consider slope orientation, discontinuity orientations, and discontinuity strength properties. Additional slope stability analyses of the kinematically permissible failure modes is not anticipated. Additional rock and soil slope stability analyses will be performed as needed for the proposed cut and fill walls.
- Geotechnical design recommendations for landslide mitigation measures along the former landslide area. We previously concluded the landslide is not active and should not affect the proposed roadway. S&W will reevaluate this conclusion considering the final roadway approach geometry and additional exploration information.
- Flexible (hot-mix asphalt) pavement thickness for the roadway realignment and bridge approaches. Pavement design for the bridge deck will be performed by others. S&W does not anticipate additional analyses will be required unless traffic counts, vehicle types, truck percentages, pavement design life, and traffic growth estimates have changed since the 2017 study. Traffic parameters will be provided to us by others.
- Rock anchor review. A revised rock anchor design will not be performed.
- Rock anchor design constructability. Potential obstructions could affect rock bolt construction, such as the existing Granite Falls Bridge.
- Rock excavation recommendations for construction of the bridge foundations. S&W anticipates rock cuts will be made for site access during construction and for shallow foundations. S&W will work with the AGENCY permitting and environmental staff, who will provide restrictions for rock excavation methods.
- Construction recommendations for the project, including site preparation and grading, fill placement and compaction, temporary cut slopes, temporary shoring earth pressures for shallow utility installations, wet weather earthwork, and instrumentation monitoring of the existing bridge during construction.

S&W will prepare a Revised Draft Geotechnical Report at the 60 percent submittal and a Final Geotechnical Engineering Report at the 90 percent submittal. The reports will present geotechnical design recommendations from the analyses performed in this task and addresses changes, if any, to the proposed bridge and approach design. Prior to submitting the Final Geotechnical Report, S&W will review each geotechnical engineering calculation package, boring log, and report figure and table for conformance with our QA/QC plan. S&W's QA/QC documentation will be available for review upon request.

Assumption(s)

- CONSULTANT will prepare and provide revised topographic profiles parallel to the roadway alignment if they differ from those prepared for the 30 percent design effort. Profiles shall be cut along the southbound and northbound limits of the bridge and centerline of the bridge, and along the face of walls.
- CONSULTANT will prepare and provide topographic cross sections perpendicular to the roadway alignment at 25-foot intervals if they differ from those prepared for the 30 percent design effort.
- Cross sections, profiles, and plan views provided will show existing and proposed ground surface and features, wetlands and wetland buffers, topography, temporary construction limits, and roadway centerline and lane lines. The cross sections and profiles will have equal horizontal and vertical scales.
- Bridge and wall structure design recommendations will be based on AASHTO Load and Resistance Factor Design (LRFD), and will conform to AGENCY and WSDOT design requirements.
- Pavement thickness design will be based on the AASHTO method of flexible pavement design, and will conform to AGENCY and WSDOT design requirements.
- Dewatering recommendations (where necessary) will be based on past and current VWP groundwater elevation measurements, interpreted subsurface stratigraphy, and soil gradation. Field or laboratory permeability tests will not be performed.
- No environmental assessment will be performed to evaluate the potential for contaminated soil or water above, around, or below the project site.
- Natural resources, including wetland mapping, permitting regulations and compliance, and habitat studies will be performed by the CONSULTANT or the AGENCY.
- Archeological studies, if required, will be performed by the AGENCY or ICF. No special sampling will be required by S&W in the subsurface explorations for archeological purposes.

Deliverable(s)

- Revised Draft Geotechnical Report
- Final Geotechnical Report

Subtask 40.3.4 Summary of Geotechnical Conditions and Geotechnical Data Report

S&W will prepare a Summary of Geotechnical Conditions and Geotechnical Data Report for inclusion into the construction documentation. The Summary of Geotechnical Conditions will be in accordance with Chapter 23.6 of the WSDOT GDM. We will prepare a Draft Geotechnical Data Report (GDR) at the 60 percent submittal and a Final GDR at the 90 percent submittal.

The GDR will present geotechnical data only, i.e., it will not present interpretations, conclusions, and recommendations. Data will include boring logs, rock core photographs, refraction seismic data, groundwater level measurements, and laboratory test results. The GDR will include descriptions of data acquisition methods.

Assumption(s)

- The geotechnical data provided in the GDR will not be included in the Geotechnical Engineering Report. The Geotechnical Engineering Report will incorporate the geotechnical data by referencing to the GDR.

Deliverable(s)

- Draft GDR and the Summary of Geotechnical Conditions
- Final GDR and the Summary of Geotechnical Conditions

Subtask 40.3.5 Construction Sequence and Staging Plans Review

S&W will provide geotechnical consultation regarding construction sequencing and staging input as requested by the CONSULTANT. Anticipated services include:

- A conference call with the CONSULTANT including S&W's principal in-charge, project manager, and rock mechanics engineer.
- A review of the construction sequencing and staging plans provided by the CONSULTANT.

Assumption(s)

- Meeting notice, agenda, and minutes will be produced and provided by others.

Deliverable(s)

- No deliverables.

Subtask 40.3.6 Design Exceptions Summary

S&W will work with the CONSULTANT and the AGENCY to reduce the need for a design exception. However, sometimes design exceptions may be needed to complete a project. S&W will provide the CONSULTANT with geotechnical justification for design exceptions necessary because of site conditions and other factors, or if there is believed to be substantial project benefits.

Assumption(s)

- CONSULTANT will prepare all design exception request letters.
- If needed, S&W will provide geotechnical justifications informally by e-mail or during phone or meeting conversations.

Deliverable(s)

- No formal deliverables. Supporting information will be transferred via verbal and/or email correspondence.

Subtask 40.4 Ad, Bid, and Award Services

Shannon & Wilson will provide bid support to the AGENCY. Bid support activities are anticipated to include:

- Attend a Pre-Bid Conference on-site with prospective contractors. The Project Manager and Rock Mechanics Engineer from S&W will attend this event
- Respond to potential bidder questions
- Prepare plan and special provision specification addenda

S&W's scope for engineering and construction services during the construction of the project is included in Task 70, and will be reviewed after submittal of the 100 percent documents.

Assumption(s)

- Pre-bid conference notice, organization, agenda, and minutes will be produced and provided by others.
- S&W will prepare one (1) plan addenda and one (1) special provision specification addenda.

- CONSULTANT will compile and include our plan sheet and special provision specification addenda with the submittal. Printed plan sheets and specifications will not be produced by S&W.

Deliverable(s)

- Comment responses to potential bidder questions, as necessary
- AutoCAD Civil 3D files for the plan addenda sheets
- Special provision specification addenda

PART V – NHPA SECTION 106 & SECTION 4(F)

TASK 50.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

The CONSULTANT team will support the AGENCY with the National Historic Preservation Act (NHPA) Section 106 and Section 4(f) compliance as noted in the following subtasks.

Subtask 50.1 Area of Potential Effects (APE) Development

ICF under a subconsultant agreement with the CONSULTANT will conduct a review of existing records and information to aid in the preparation of the APE. The ICF cultural resources lead will participate in one (1) two-hour cultural resources kick-off meeting with the CONSULTANT, AGENCY, and the WSDOT cultural resources lead. The meeting will be used to present an initial draft of the area of potential effects (APE), identify approaches to cultural resources field investigations, and identify potential cultural resources critical path issues.

Within two days of the meeting, ICF will provide meeting participants with a meeting summary e-mail and provide a draft APE figure and narrative description to the AGENCY and WSDOT cultural resources lead for distribution to the Washington Department of Archaeology and Historic Preservation (DAHP) and consulting tribes for review.

Assumption(s)

- It is anticipated that the project site will be considered a traditional cultural property (TCP) by the Stillaguamish Tribe although as of the writing of this scope of work the Stillaguamish Tribe has not formally documented the TCP. As such, it is assumed that impacts to the resource will need to be considered as part of the project. This likely will be a critical path activity.
- It is assumed that demolition and removal of the existing bridge will be determined to be an adverse effect to a historic property eligible for the National Register and that resolving adverse effects will be addressed in Section 106 consultation.

Deliverable(s)

- Meeting Notes
- Draft APE Exhibit and Narrative

Subtask 50.2 Cultural Resources Survey and Documentation

ICF will conduct a review of records using the Washington Department of Archaeology and Historic Preservation (DAHP) online cultural resources inventory database; as well as other pertinent literature on the archaeology, ethnography, and history of the project's APE; to identify previously recorded cultural resources and assess the potential for encountering undocumented cultural resources within the APE. Additionally, ICF will conduct research on the development history of the APE to establish a historic context for the area, which will aid in the identification and evaluation of resources that might be encountered during the cultural resources survey. Previous cultural resources studies, historic buildings and structures inventories, ethnographies, local histories, historic maps, and other primary and secondary research sources will be consulted. To obtain feedback regarding potential TCPs and resources considered significant to Native American tribes, ICF will invite representatives from the Stillaguamish Tribe and Tulalip Tribes to the project to walk the APE and provide commentary and feedback.

ICF will perform an archaeological survey of the APE. The archaeological survey will include both pedestrian survey and subsurface. The subsurface survey will consist of up to 40 shovel probes (hand dug holes, no more than 50 cm

wide at the surface) in areas considered to have sensitivity for archaeological resources to determine whether buried archaeological deposits are present. Shovel probes will be excavated to a depth of approximately 100 centimeters or to Pleistocene aged or older sediments, or to dense gravel deposits of obstructing rocks, whichever is encountered first. Sediments from shovel probes and auguring will be screened through 1/4 inch mesh unless clearly identified as recent fill. Archaeologists will record the contents, stratigraphy, and location of each shovel probe, and photograph representative probes. All shovel probes will be backfilled upon completion.

ICF will also perform a historic built resource reconnaissance of the APE. The reconnaissance will consist of walking the APE and photographing potential built resources from multiple angles and taking notes about the attributes and condition of the resources. ICF anticipates that up to five (5) historic built resources, including the existing bridge to be replaced, will be located within or adjacent to the APE and will need to be formally documented and evaluated. ICF will document these resources on Historic Property Inventory forms. If more than five historic built resources are identified, these resources would need to be documented and evaluated under a contract amendment.

ICF will prepare draft and final versions of a cultural resources technical report that summarizes the results of the data collection, evaluate identified cultural resources, assess impacts, and present technical recommendations. The technical report will also include relevant figures and attachments. The report will meet state and federal standards for reporting as outlined in the guidelines provided by DAHP. Following internal review, the draft report will be provided to the CONSULTANT for distribution to the AGENCY project team in electronic PDF format for review and comment. ICF will incorporate any comments and/or edits into a draft final version of the technical report, which will be provided to the CONSULTANT in electronic PDF format. The draft final version will be provided to the federal lead agency for review and comment. ICF will incorporate any comments and/or edits into a final version of the technical report.

Assumption(s)

- ICF anticipates that the Stillaguamish Tribe will request a visual impacts analysis and pedestrian foot traffic review for the Granite Falls TCP. ICF will work with WSP to perform these analyses and integrate them into the project's cultural resources technical report. Following analysis, ICF will participate in a meeting with Native American tribes to present findings and solicit additional feedback.
- ICF anticipates that the Stillaguamish Tribe will request that documentation, evaluation, and impacts analysis for the Granite Falls TCP be included as a confidential attachment to the Technical Report. ICF will author the attachment, which will include a summary of the TCP based on information provided by the Stillaguamish Tribe, an evaluation of the TCP, a formal impacts analysis using the cultural landscape evaluation approach, and technical recommendations related to potential project-related impacts to the TCP. The attachment will follow the same review schedule identified for the technical report.
- ICF anticipates that one archaeological resource will be identified during archaeological survey. If archaeological deposits are identified, ICF will excavate up to ten additional shovel probes and one test unit (100 x 100-centimeter square hole) to delineate the extent of archaeological deposits and determine their depositional context. If additional archaeological investigations above-and-beyond those described above are needed, this work would need to be performed under a contract amendment. ICF will document all archaeological resources identified during the survey on Washington State archaeological inventory forms.

Deliverable(s)

- Draft, Draft Final, and Final Cultural Resources Technical Report
- Response to Review Comments

Subtask 50.3 Consultation

The ICF cultural resources lead will participate in up to four (4) one-hour meetings with the AGENCY, WSDOT, DAHP (as needed), affected tribes (as needed), and others as appropriate to discuss cultural resources findings.

Assumption(s)

- Consultation meetings will be conducted remotely.

Deliverable(s)

- Draft and final Consultation Meeting Notes

Subtask 50.4 Section 106 Memorandum of Agreement

Once a Section 106 finding of effects is established under Subtask 5.2, and following consultation with DAHP, affected tribes, and others under Subtask 5.3 to identify appropriate mitigation for adverse effects to historic properties, ICF will develop a draft Section 106 memorandum of agreement (MOA). The draft MOA will identify the undertaking, responsible parties, mitigation stipulations, documentation and communication requirements, qualification requirements, dispute resolution procedures, and the agreement's period of performance. ICF will provide the draft MOA to the AGENCY for review and distribution to the WSDOT cultural resources specialist for review and comment. ICF will prepare a draft-final MOA addressing the AGENCY and WSDOT cultural resources specialists' comments, and then provide the draft-final MOA to the AGENCY for distribution to the WSDOT cultural resources specialist for distribution to the invited signatories for review. ICF will develop a final MOA based on addressing comments obtained from the invited signatories and issue it to the AGENCY.

Assumption(s)

- Comments for each draft of the MOA will be provided in a single consolidated submittal.

Deliverable(s)

- Draft, Draft-Final, and Final Section 106 Memorandum of Agreement.

Subtask 50.5 Section 4(f) Evaluation

Based on the project's Section 106 findings of effects and a review of how the project will impact the existing historic bridge and recreational resources within and adjacent to the property, ICF will prepare a draft Section 4(f) evaluation. This evaluation will be provided to the AGENCY and WSDOT Local Programs environmental lead for review. ICF will finalize the Section 4(f) evaluation based on comments from the AGENCY and WSDOT.

Assumption(s)

- Comments for each draft of the Section 4(f) evaluation will be provided in a single consolidated submittal.

Deliverable(s)

- Draft and Final Section 4(f) Evaluation

PART VI – PERMITTING AND PLANNING

TASK 60.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

The CONSULTANT will support the AGENCY through the environmental review process and project permitting.

Subtask 60.1 Critical Area Study

The CONSULTANT will conduct a site visit to determine if critical areas, including wetlands are present within the revised project area. If present, wetland boundaries will be delineated in accordance with the criteria and methods described in the USACE 2010 Regional Supplement to the USACE Wetland Delineation Manual: Western Mountain, Valleys, and Coast Region (USACE 2010). Wetland boundaries, if present, will be flagged at approximately 30-foot intervals, depending on the complexity of the wetland-upland boundary, for survey. The CONSULTANT will characterize the wetland conditions using the Washington State Wetland Rating System for Western Washington 2014 Update and associated Rating Forms. Delineation and rating forms will be completed for all wetlands delineated.

Since there is not safe access to the river in the project area, an ordinary high water (OHW) determination will not be conducted. Previously mapped OHW lines will be used to approximate it in this study.

A habitat assessment will be conducted as part of the critical area study. Areas of proposed tree removal to realign the road will be surveyed for tree species, size, and features to determine if potential habitat for marbled murrelets exists.

Assumption(s)

- The CONSULTANT will review information from the previous 30-percent design effort and verify previous information.
- The CONSULTANT will delineate up to three wetlands/jurisdictional ditches within the revised project area.
- The CONSULTANT will provide two wetland biologists to conduct the site visit. Delineation of the OHWM and potential wetlands can be completed within three 8-hour days.
- The level-of-effort to survey the wetland boundaries is included in Task 80.
- The wetland and stream report will be prepared to meet the NEPA requirements of the WSDOT Environmental Manual and a critical area study will be prepared to comply with Snohomish County Critical Area Regulations. Snohomish County will provide a critical areas study template for use in the project.
- The CONSULTANT will incorporate information from the previous delineation (i.e., wetland descriptions, rating forms, and data sheets) into the wetland and stream report and into the critical area study.
- The critical area report will be prepared using a template provided by the AGENCY

Deliverable(s)

- Draft and final Wetland Stream Report
- Draft and final Critical Area Summary

Subtask 60.2 Biological Assessment

The CONSULTANT will prepare a BA consistent with procedures described in the WSDOT Biological Assessment Manual and recent updates to the Stormwater Guidance. To prepare the BA, the CONSULTANT will review preliminary project information to (1) develop a concise description of the project, (2) establish an “action area” consistent with the requirements of Section 7 of the ESA, and (3) acquire species lists and review state databases and other pertinent information sources to determine the potential for species and habitat to occur within the action area. The CONSULTANT will prepare a single-page project summary, vicinity map, and aerial photograph for, and attendance at a pre-biological assessment meeting with the USFWS and NOAA Fisheries (collectively, “the Services”). The goal of the meeting will be to present a preliminary action area, species lists, and specific methodologies that will be employed to determine the effects, including direct, indirect, cumulative, and interrelated and interdependent effects of the project. The CONSULTANT will prepare the draft and final BA for WSDOT review following current guidance and any information obtained during the pre-BA meeting.

Assumption(s)

- The scope of work assumes the project will require individual consultation with the Services. The CONSULTANT will provide up to 24 hours of professional time to assist the AGENCY with review and respond to comments or requests for information from the Services during consultation.
- The BA will follow the WSDOT Biological Assessment Manual, including the template and review checklist.
- The BA will be completed by a qualified individual recognized as a current BA author for WSDOT.
- The effects of stormwater runoff will be assessed using the drainage analysis.
- WSDOT will submit the final BA to the Services.
- The CONSULTANT will provide one round of responses to comments provided by the Services during their review of the BA. Comments are expected to be minor in nature and require clarifications or additional details on proposed construction methods.

Deliverable(s)

- Draft and final project summary for pre-biological assessment meeting
- Draft and final BA

Subtask 60.3 Visual Assessment

The CONSULTANT will conduct a visual assessment to evaluate the potential impacts of the project from a landscape and aesthetic perspective. The CONSULTANT will identify user groups, establish visual criteria, identify and describe landscape units and roadside classification, identify representative viewpoints, and evaluate visual effects on the viewpoints. Five representative viewpoints will be established for the analysis. Photo simulations will be prepared for up to three of the viewpoints after confirming locations and views with the AGENCY and WSDOT. The three viewpoints will be established through routine coordination (e.g., established meeting, phone call or emails) with WSDOT staff. Analysis will include whether the roadside character classification would be changed. The CONSULTANT will prepare a visual analysis report to document the results.

Assumption(s)

- The CONSULTANT will participate in one meeting with the AGENCY and WSDOT to confirm the approach and number of viewpoints and simulations needed for the analysis.
- Visual analysis will be completed for up to five representative viewpoints using a 3-D model.
- Visual analysis includes up to 2 hours to generate a respective view from the model (pre-project condition) and 4 hours to complete the analysis for a single viewpoint.
- Visual simulations will be generated for up to three of the representative viewpoints using a 3-D model. Visual simulation includes up to 4 hours to generate a respective view from the 3-D model (pre-and post-project conditions) and 10 hours to complete the analysis for a single viewpoint.

Deliverable(s)

- Draft and final project summary for pre-biological assessment meeting
- Draft and final Visual Report.

Subtask 60.4 NEPA Documentation

The CONSULTANT will assist the AGENCY with completing a NEPA Categorical Exclusion Documentation Form (CatEx Form) in support of a Categorical Exclusion (CE) for the project. The CONSULTANT will attend a NEPA kickoff meeting with WSDOT and the AGENCY to confirm the scope of the NEPA document and any additional studies that WSDOT may require for the project. As noted in the table below, it is anticipated that most environmental elements required for analysis will be addressed with a brief discussion in the WSDOT CatEx Form, with exceptions for the separate analysis reports previously described. Additional studies may be required by WSDOT during the NEPA kickoff meeting and a supplemental scope and fee will be provided to address the required elements.

NEPA CatEx Environmental Elements	Proposed Documentation
Part 4 – Environmental Considerations	
Air Quality	CatEx Form
Critical/Sensitive Areas	Wetland and Stream Technical Report
Cultural Resources/Historic Structures	Archaeology/Cultural Resource Technical Report
Floodplains and Floodways	CatEx Form
Hazardous and Problem Waste	CatEx Form
Noise	CatEx Form
Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	will require 4(f) documentation as determined by WSDOT LP.
Resource Lands	CatEx Form
Rivers, Streams or Tidal Waters	Critical Area Technical Report
Tribal Lands	CatEx Form
Visual Quality	CatEx Form
Water Quality/Stormwater	CatEx Form

Commitments	CatEx Form
Environmental Justice	CatEx Form
Part 5 – Biological Assessment	Biological Assessment

Assumptions

- The CONSULTANT will attend a pre-NEPA kick-off meeting with the County and WSDOT staff to discuss the project, confirm the CatEx process, and confirm discipline report requirements. If additional technical memoranda or documentation are required a scope amendment will be necessary.
- Project will require review by WSDOT local programs as a documented categorical exclusion under NEPA.
- The CONSULTANT will provide up to 24 hours of routine coordination with AGENCY to assist with preparation of the CatEx form.
- The CONSULTANT will provide up to 24 hours of routine coordination with AGENCY and WSDOT staff during the NEPA review period. This will include efforts to clarify information provided to WSDOT and review/respond to WSDOT comments.
- All meetings are expected to be conducted virtually.
- The AGENCY will prepare the CatEx Form with support from the CONSULTANT and submit it to WSDOT.

Deliverable(s)

- N/A

Subtask 60.5 Permitting

The AGENCY will take the lead in preparing permit applications that may be needed for this project. It is conservatively assumed that the following environmental permits are likely to be required:

- Clean Water Act Section 404/Rivers and Harbors Act Section 10 permit administered by the US Army Corps of Engineers.
- Clean Water Act Section 401 Water Quality Certification administered by the Department of Ecology
- Hydraulic Project Approval issued by the Department of Fish and Wildlife
- Local Critical Area, Shoreline, and land use permits administered by Snohomish County.

Permit applications will be developed by design documentation (e.g., 60 percent design drawings) and technical reports provided by the CONSULTANT.

Assumption(s)

- The AGENCY will prepare all permit applications.
- The CONSULTANT will participate in up to 3 meetings with regulatory agencies prior to permit applications to review the project and discuss permit requirements. Meetings are expected to be virtual and last up to 1 hour. Meeting preparation, providing meeting notes, and executing any action items are assumed to require up to 4 hours per meeting.
- The AGENCY will provide routine coordination with the USACE during the permit review.
- The CONSULTANT will provide up to 40 hours of coordination time to assist the AGENCY with review and response to comments or questions received from the USACE during the review process.
- The AGENCY will submit all application materials to the USACE and Ecology.
- Impacts to wetlands and waters will be minimized to the extent practical.
- The project will qualify for Nationwide Permit No. 14 for Linear Transportation Projects.
- An alternatives analysis under 404(B)(1)(b) will not be required.
- Ecology will provide Section 401 Water Quality Certification for work adjacent to and over the river. A project specific water quality protection and monitoring plan is not included.
- The project will comply with Coastal Zone Management (CZM) requirements and no exceptions will be needed. The standard CZM form will be included in the permit application materials.
- Standard JARPA drawings will be prepared for the application by the CONSULTANT.

- ESA consultation will be completed as part of the NEPA review. Separate consultation will not be required by the USACE.
- A separate mitigation plan may be required, and would be included in the critical areas study.

Deliverable(s)

- Draft and Final JARPA drawings for permit applications.

Subtask 60.6 Public Outreach Support

The CONSULTANT will provide support to the AGENCY to review and respond to public comments that may be received on the project during environmental reviews. Comments that are received will be compiled into a matrix, and responses will be provided.

Assumption(s)

- Public comments are assumed to be minor and will not alter the design of the project.
- The CONSULTANT assumes that up to 20 comments will be received that are minor in nature and will not require revisions to any permit applications.
- The CONSULTANT will participate in up to three (3) public outreach/support in-person meetings. Meetings will be 2-hours in duration and attended by an average of three (3) CONSULTANT team members.
- The CONSULTANT will develop an exhibit for each of the public outreach meetings (3 total).

Deliverable(s)

- Public comment review and response matrix.
- Exhibits for public outreach meetings.

PART VII – CONSTRUCTION PHASE SERVICES

TASK 70.0 DESIGN CONSTRUCTION SUPPORT SERVICES

The CONSULTANT shall provide the following Engineer-of-Record Design Construction Support Services and Limited Construction Observations Services during construction of the project will be as requested by and/or directed by the AGENCY.

Engineer-of-Record Design Construction Support Services (DCSS), provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction will include shop drawing review, submittal review, and responses to contractor requests for information (RFIs). Services may also include adjustments to the project design to work around unforeseen site conditions or other changes required during construction to implement the intent of the design. Services will include limited site visits and limited attendance at project meetings, review of record drawings, and providing a bridge load rating report.

Under DCSS, six basic subtasks will be provided as follows.

Subtask 70.1 – Communication & Coordination

Subtask 70.2 – Requests for Information and Submittal Reviews

Subtask 70.3 – Change Orders and Value Engineering Change Proposal Review

Subtask 70.4 – Review Record Drawings

Subtask 70.5 – Bridge Load Rating

Subtask 70.6 – Limited Construction Observations

The estimated level of effort associated with the following detailed scope of work is based upon the assumptions and task descriptions provided with the detailed scope of work. The AGENCY and the CONSULTANT agree that efforts to complete these tasks can vary from the effort assumed for the preparation of the level of effort shown in Exhibit D. Some budget items may cost more and others may cost less. The CONSULTANT shall monitor total costs expended under this agreement and shall notify the AGENCY if funds need to be reallocated between tasks.

Subtask 70.1 Communication and Coordination

The CONSULTANT will attend meetings at the project site as requested by the AGENCY. It is assumed the meetings will align with the weekly coordination meetings defined in Subtask 10.3. It is also assumed that the CONSULTANT will attend five (5) meetings in-person and that this will be coordinated at least 16-working hours in advance of the meeting occurring.

This task also includes phone calls, e-mails, and teleconferences during the construction phase for communications and coordination between the CONSULTANT, the AGENCY, and the AGENCY's Construction Administration and Inspection (CA&I) consultant outside of the weekly coordination meetings defined in Subtask 10.3.

Subtask 70.2 Requests for Information and Submittal Reviews

The CONSULTANT will provide engineering reviews and evaluations as required to support the construction of the Index-Galena Road Realignment project.

Subtask 70.2.1 Requests for Information

The CONSULTANT will respond to questions and requests for information (RFIs) by the contractor as assigned by the AGENCY.

Assumptions

- Up to 100 RFI's will be submitted for review by the CONSULTANT.
- It is assumed that each RFI will require two (2) hours to review.

Deliverable(s)

- Responses to AGENCY to support RFIs review, as required.

Subtask 70.2.2 Submittal Reviews

The CONSULTANT will review contractor submittals as assigned by the AGENCY.

Assumptions

- Up to 80 submittals will be submitted for review by the CONSULTANT.
- One review per submittal. Additional reviews of a submittal may require a supplement.
- The AGENCY will provide the Buy America compliance reviews.

Deliverable(s)

- Responses to AGENCY to support anticipated submittal reviews.

Subtask 70.3 Change Orders and Value Engineering Change Proposal Review

The CONSULTANT shall provide revised plans and specifications as required to execute change orders and provide reviews of Value Engineering Change Proposals (VECPs) as requested.

Assumptions

- This scope does not include design of alternatives or proposed redesign of contract elements. If needed, this effort will be provided as a supplemental service.
- Change order form to be in a format approved by the AGENCY.

Deliverable(s)

- Revised plans and specifications for change orders will be provided, as required.
- Independent estimates for proposed change orders.
- VECP evaluation if requested.

Subtask 70.4 Review Record Drawings

The CONSULTANT shall conduct a single review to support the production of a record set of drawings prepared by the AGENCY. The record drawings shall reflect field changes (additions, modifications, or deletions) to the bid drawing set during construction. The record drawing set shall include any drawings revised or reissued during construction as a result of change orders and shall include changes resulting from RFI responses.

The review by the CONSULTANT shall be conducted from a set of bid drawings redlined with changes by the AGENCY following the AGENCY's record drawing procedures. The intent of the record drawing set is to provide the best information available to capture significant field changes but not necessarily every minor change that may occur.

Deliverable(s)

- One set of reviewed record drawings annotated with review comments (11x17 PDF format for drawings) and excel file spreadsheet with comments/responses, per each review.

Subtask 70.5 Bridge Load Rating

The CONSULTANT shall load rate the bridge in accordance with WSDOT load rating procedures.

Deliverable(s)

- Load rating calculations and copies, PDF format

Subtask 70.6 Limited Construction Observations

CONSULTANT civil and structural design staff, geotechnical engineers, and civil/drainage will provide part-time, special observations on an as-needed or as-desired basis. Possible specialized observations may include the following:

- Observations of the rock anchor installation operations on the rock bluffs and for the bridge foundations.
- Observations of bridge substructure and wall construction.
- Observations of bridge superstructure construction, including assembly of steel plate girders, erection of steel plate girders, falsework and formwork installation, placement of reinforcing steel, concrete placement, bridge deck construction, and bridge rail construction.
- Geotechnical Engineer observations of the rock anchor operations.
- Geotechnical Engineer observations of structural earth wall (SEW) construction including subgrade preparation, fill placement and compaction, and settlements.
- Geotechnical Engineer observations of the soldier pile installations and associated stressing of permanent ground anchors/rock anchors.
- Geotechnical Engineer observations of rock excavations/blasting.
- Geotechnical Engineer observations and evaluation of subgrade beneath the Mountain Loop roadway.
- Geotechnical Engineer observations and evaluation of unsuitable subgrade or slope materials.

Assumptions

- There will be 30 site visits by the CONSULTANT team. Should more visits be required a supplement will be required.

Deliverable(s)

- CONSULTANT staff will provide daily reports whenever on site to conduct these specialized observations.

PART VIII – ADDITIONAL SERVICES

TASK 80.0 SURVEYING [HARMSSEN]

The CONSULTANT shall perform a topographic survey per area shown outlined in red in Figure 1 below; approximately 650-feet in length along the edge of roadway out to 20-25 feet beyond the right-of-way line. Within the extents of the survey, tops and toes of slopes will be identified along with significant trees (i.e., trees over 8-inches in

diameter). Utility locates will be called and surveyed within the roadway through the extents being surveyed and within the area being surveyed. Boundary of survey area will be marked ahead of locates being called.

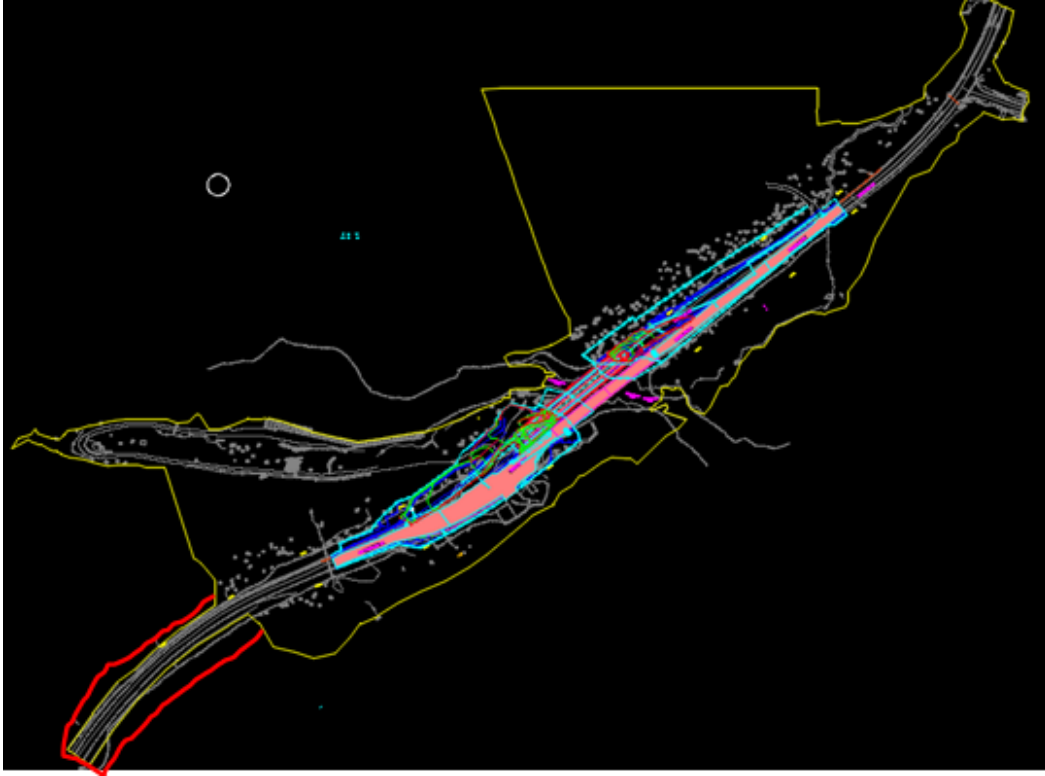


Figure 1. Boundary of Topographic Survey (red-outline).

Surveying services also include efforts to research right-of-way and survey control, survey of three boring locations, and surveying wetland boundary flags placed in the field.

Assumptions

- The AGENCY will provide existing topography files and survey control information.
- No corners will be set or Record of Survey will be filed.
- Documents of Record will match existing conditions.
- Survey field crews will have full access to property and monument control.
- A second mobilization will be required for the survey crew to survey the geotechnical borings and flagged wetland boundaries.

Deliverable(s)

- Topographic basemap in AutoCAD version 2022.

Exhibit B

DBE Participation Plan

Firm Name	Certification Number	Amount Authorized	% of Total Agreement
WSP [PRIME]		\$1,970,085	52.2%
Osborn Consulting Inc.	D2F0019030	\$585,254	15.5%
J.A. Brennan & Assoc.		\$373,061	9.9%
Ott-Sakai & Associates	D4M0023226	\$58,722	1.6%
Shannon & Wilson		\$695,565	18.4%
Harmsen		\$15,756	0.4%
IFC		\$77,593	2.1%
Total Contract =		\$3,776,037	100%
Total DBE =		\$643,976	17.1%

As shown in the table above, **Osborn Consulting Inc.** and **Ott-Sakai & Associates** are the firms being utilized on the contract to meet the federal DBE requirement of 17%. Osborn Consulting Inc. will be conducting 15.5% of the work and Ott-Sakai will be conducting 1.6% of the work. In total, this sums to 17.1% of the overall services being provided on the contract. Osborn Consulting Inc. will be providing the Task 23, TESC and Drainage design services. Ott-Sakai & Associates will be providing the Task 25 Constructability Review services.

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.
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.
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.
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.
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>

*Electronic files can be transmitted through the consultant's ftp site, OneDrive, Google Drive, or similar. No USB drives, CD/DVD 's will be accepted.

Exhibit D

Prime Consultant Cost Computations

TOTAL SALARY COSTS (TSC) FOR WSP

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 VICE PRESIDENT/BUSINESS LINE LEADER	16	X	\$ 260.00	= \$	4,160
2 DIRECTOR, CIVIL ENGINEER	505	X	\$ 260.00	= \$	131,300
3 SR. DIRECTOR, STRUCTURAL ENGINEER	404	X	\$ 260.00	= \$	105,040
4 SR LEAD CONSULTANT, STRUCTURAL ENGINEER	1,349	X	\$ 205.00	= \$	276,545
5 SR. LEAD CONSULTANT, CIVIL ENGINEER	749	X	\$ 199.41	= \$	149,358
6 LEAD CONSULTANT, CIVIL ENGINEER	3,201	X	\$ 172.46	= \$	552,044
7 CONSULTANT, STRUCTURAL ENGINEER	1,158	X	\$ 132.04	= \$	152,902
8 SR. LEAD CONSULTANT, RESIDENT ENGINEER	116	X	\$ 200.00	= \$	23,200
9 MANAGER, DESIGN SUPPORT	268	X	\$ 153.00	= \$	41,004
10 LEAD DESIGN SUPPORT SPECIALIST	1,846	X	\$ 140.00	= \$	258,440
11 LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	205	X	\$ 118.57	= \$	24,307
12 SR. CONSULTANT, ENVIRONMENTAL SCIENTIST	627	X	\$ 188.00	= \$	117,876
13 SR. LEAD CONSULTANT, ENVIRONMENTAL	69	X	\$ 172.46	= \$	11,900
14 CONSULTANT, PROJECT ACCOUNTING	157	X	\$ 119.00	= \$	18,683
	Total Hours		10,670	Total Salary Costs (TSC) = \$	1,866,759
Salary Escalation:				5.0% of TSC = \$	93,338
				TOTAL PERSONNEL COSTS = \$	1,960,097

DIRECT NONSALARY COSTS (DNCS)

	<u>Qty</u>	<u>Rate</u>		
Mileage	3500	\$ 0.625	\$	2,188
Reproduction			\$	7,500
Travel (1 night hotel, meals)	1	\$ 300.00	\$	300
			TOTAL REIMBURSABLE EXPENSES (DNCS) = \$	9,988

TOTAL WSP = \$ 1,970,085

SUBCONSULTANTS

	<u>DBE</u>		
Osborn	Yes	\$	585,254
JA Brennan		\$	373,061
Ott Sakai	Yes	\$	58,722
Shannon & Wilson		\$	695,565
Harmsen		\$	15,756
IFC		\$	77,593

TOTAL Subconsultants = \$ 1,805,952

TOTAL Request = \$ 3,776,037

DBE Total = \$ 643,976
DBE Percentage = 17.1%

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
	Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals	
TASK 10.0 - GENERAL ACTIVITIES			16	474	520	228	40	40	-	66	1,384	
Project Administration and Management			16	80	26	-	-	-	-	66	188	
Develop subconsultant agreements			4	16						24	44	
Monthly progress reports and invoices (copy via email) (42 months)				42						42	84	
Monthly Project Schedule updates as required (18 months)				18	18						36	
Updated contract forms and certifications			12	4	8						24	
Quality Assurance / Quality Control			-	96	40	-	-	-	-	-	136	
Provide quality assurance/quality control (QA/QC)				48	16						64	
Prepare QA/QC documentation				48	24						72	
Coordination and Meetings			-	298	454	228	40	40	-	-	1,060	
Kick-Off Meeting (2 hours, 5 key team members)				16	8						24	
Site Visits (5 all day site visits, 4 team members)				16	64	40	40				160	
Internal Team Meetings (4 meetings per month, 1 hour each, 8 team members) (18 months)				144	144	72					360	
Project Management Meetings (1 meeting per month, 2 hours each, 2 team members) (18 months)				36	36						72	
Project Team Meetings (1 mtg every other month, 2 hours each, 8 team members) (18 months)				36	54						90	
Comment Resolution Meetings (included in Task 12.0)											-	
Agency Meetings (included in Tasks 60.0 and 70.0)											-	
Stakeholder Meetings (8 online meetings, 1 hour each, 3 team members)				16	8						24	
Public Outreach Meetings (up to 4 in-person public outreach meetings, 2 hrs each, 6 hrs including travel time, 2 team members)				24	24						48	
Construction Meetings (weekly, 1 hour each, 2 team members) (24 months)					96	96					192	
Prepare for meetings (assume 10 exhibits total)				10	20	20		40			90	
TASK 11.0 - DOCUMENT DEVELOPMENT			-	56	120	212	166	-	-	24	578	

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
	Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals	
Project Specifications			16	64	112	68	-	-	-	16	276	
Develop 60 percent specifications runlist			2	8	16	8				2	36	
Develop 90 percent project specifications			8	32	48	32				8	128	
Develop 100 percent project specifications			4	16	32	20				4	76	
Develop Ad Ready project specifications			2	8	16	8				2	36	
Engineer's Construction Cost Estimate			-	12	40	84	42	-	-	8	186	
60% engineer's construction cost estimate				4	12	24	12			2	54	
90% engineer's construction cost estimate				4	16	32	16			2	70	
100% engineer's construction cost estimate				2	8	16	8			2	36	
Ad Ready engineer's construction cost estimate				2	4	12	6			2	26	
Construction Schedule			-	28	16	16	56	-	-	-	116	
60% construction schedule				12	6	6	24				48	
90% construction schedule				8	4	4	16				32	
100% construction schedule				6	4	4	12				26	
Ad Ready construction schedule				2	2	2	4				10	
TASK 12.0 - DESIGN SUBMITTAL AND REVIEW			-	80	140	258	18	60	18	16	590	
60 Percent Design Submittal			-	26	66	74	6	16	6	4	198	
QC review				8	40	24					72	
Compile Submittals				8	12	24		12		4	60	
Responses to 60 Percent Design Review Comments				8	12	24	4	4	4		56	
60 Percent Design Comment Resolution Meeting (online)				2	2	2	2		2		10	
90 percent Design Submittal			-	26	34	82	6	16	6	4	174	
QC review				8	8	32					48	
Compile Submittal				8	12	24		12		4	60	
Responses to 90 Percent Design Review Comments				8	12	24	4	4	4		56	
90 Percent Design Comment Resolution Meeting (online)				2	2	2	2		2		10	
100 percent Design Submittal			-	18	26	66	6	16	6	4	142	
QC review				4	4	24					32	
Compile Submittal				8	12	24		12		4	60	
Responses to 100 Percent Design Review Comments				4	8	16	4	4	4		40	

Input hours below the yellow or orange colored cells.		Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals
100 Percent Design Comment Resolution Meeting (online)					2	2	2	2		2		10
Ad Ready Documents for Bidding			12.4	-	10	14	36	-	12	-	4	76
QC review					2	2	12					16
Compile Submittal					8	12	24		12		4	60
TASK 13.0 - AD, BID, AND AWARD SERVICES		13.0		-	32	-	24	96	-	-	-	152
Email responses to bidder questions. (10 bidder questions, 6 hours each)					16		8	40				64
Revised construction provisions for addenda. (Up to 3 addenda, 16 hours each)					8		16	40				64
WSDOT Local Programs Comment Responses					8			16				24
TASK 20.0 - BRIDGE DESIGN		20.0		-	143	568	1,348	48	1,020	-	-	3,127
Bridge Analysis and Calculations			20.1	-	52	140	304	-	-	-	-	496
Global Vertical (Gravity) Load Analyses					8	24	60					92
Seismic Analyses					16	32	60					108
Bridge Component Analyses					8	24	40					72
Plastic Hinge Calculations					8	16	40					64
Component Capacity Calculations					8	32	80					120
Miscellaneous Calculations (for ancillary items)					4	12	24					40
Bridge Drawings			20.2	-	67	380	996	-	1,020	-	-	2,463
60 percent bridge plans					38	213	558		571			1,380
90 percent bridge plans					19	106	279		286			690
100 percent bridge plans					7	38	100		102			247
Ad-ready bridge plans					3	23	59		61			146
Constructability			20.3	-	24	48	48	48	-	-	-	168
60 percent constructability					12	24	24	24				84
90 percent constructability					8	16	16	16				56
100 percent constructability					4	8	8	8				28
TASK 21.0 - WALL DESIGN		21.0		-	20	188	352	-	280	-	-	840
Analysis and Calculations			21.1	-	-	48	80	-	-	-	-	128
Permanent Walls (3 SE Fill Walls, 3 Soldier Pile Cut Walls)						24	40					64

Input hours below the yellow or orange colored cells.		Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals
Temporary Walls (2 Soldier Pile Cut Walls)						24	40					64
Wall Drawings			21.2	-	20	140	272	-	280	-	-	712
60 percent wall plans					11	78	152		157			398
90 percent wall plans					6	39	76		78			199
100 percent wall plans					2	14	27		28			71
Ad-ready wall plans					1	9	17		17			44
TASK 22.0 - CIVIL DESIGN		22.0		-	42	250	464	-	332	-	-	1,088
General Civil Plans		22.1	22.1	-	15	70	164	-	120	-	-	369
60 percent general civil plans					8	39	92		67			206
90 percent general civil plans					4	20	46		34			104
100 percent general civil plans					2	7	16		12			37
Ad-ready general civil plans					1	4	10		7			22
Traffic Control Plans		22.2	22.2	-	8	56	96	-	64	-	-	224
60 percent phasing and traffic control plans					4	31	54		36			125
90 percent phasing and traffic control plans					2	16	27		18			63
100 percent phasing and traffic control plans					1	6	10		6			23
Ad-ready phasing and traffic control plans					1	3	5		4			13
WDFW Access Road Plans		22.3	22.3	-	6	40	48	-	40	-	-	134
60 percent WDFW access road plans					3	22	27		22			74
90 percent WDFW access road plans					2	11	13		11			37
100 percent WDFW access road plans					1	4	5		4			14
Ad-ready WDFW access road plans					-	3	3		3			9
Channelization and Signing Plans		22.4	22.4	-	5	20	60	-	40	-	-	125
60 percent channelization and signing plans					3	11	34		22			70
90 percent channelization and signing plans					1	6	17		11			35
100 percent channelization and signing plans					1	2	6		4			13
Ad-ready channelization and signing plans					-	1	3		3			7
Construction Sequence Plans		22.5	22.5	-	8	64	96	-	68	-	-	236
60 percent construction sequencing plans					4	36	54		38			132
90 percent construction sequencing plans					2	18	27		19			66
100 percent construction sequencing plans					1	6	10		7			24
Ad-ready construction sequencing plans					1	4	5		4			14

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
	Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals	
TASK 23.0 - TESC AND DRAINAGE		23.0	-	8	15	34	-	-	-	-	57	
60 percent TESC and Drainage Plans				4	8	16					28	
90 percent TESC and Drainage Plans				2	4	12					18	
100 percent TESC and Drainage Plans				1	2	4					7	
Ad-Ready TESC and Drainage Plans				1	1	2					4	
TASK 24.0 - LANDSCAPING AND MITIGATION PLANS		24.0	-	4	24	32	-	48	-	-	108	
Conceptual Historic and Cultural Site Features Development		24.1	-	-	-	-	-	-	-	-	-	
Review Draft General Theme/Character Memorandum											-	
Review Final General Theme/Character Memorandum											-	
Review Draft Conceptual Features Memorandum											-	
Review Final Conceptual Features Memorandum											-	
Final Historic and Cultural Site Feature Design		24.2	-	-	-	-	-	-	-	-	-	
60 percent historic feature plans											-	
90 percent historic feature plans											-	
100 percent historic feature plans											-	
Final Project Landscape Design		24.3	-	4	24	32	-	48	-	-	108	
Review Draft Landscape Design Concept Memorandum											-	
Review Final Landscape Design Concept Memorandum											-	
60 percent landscape plans			-	2	13	18	-	27	-	-	60	
90 percent landscape plans			-	1	7	9	-	13	-	-	30	
100 percent landscape plans			-	-	2	3	-	5	-	-	10	
Ad-ready Landscape plans			-	1	2	2	-	3	-	-	8	
TASK 25.0 - CONSTRUCTABILITY REVIEW		25.0	-	4	4	12	16	-	-	-	36	
Construction Schedule		25.1	-	2	-	-	8	-	-	-	10	
Review 60 percent construction schedule				2			8				10	
Cost Estimate		25.2	-	-	-	8	8	-	-	-	16	
Review 60 percent cost estimate						4	4				8	

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
	Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals	
Review 90 percent cost estimate						4	4				8	
Quality Assurance / Quality Control (QA/QC)		25.3	-	2	4	4	-	-	-	-	10	
Address constructability review comments				2	4	4					10	
TASK 30.0 - UTILITY RELOCATION SERVICES		30.0	-	39	120	72	-	88	-	-	319	
Utility Design		30.1	-	15	72	64	-	68	-	-	219	
60 percent utility plans for both temporary and permanent water line relocations			-	8	40	36	-	38	-	-	122	
90 percent utility plans for both temporary and permanent water line relocations			-	4	20	18	-	19	-	-	61	
100 percent utility plans for both temporary and permanent water line relocations			-	2	7	6	-	7	-	-	22	
Ad-ready utility plans for both temporary and permanent water line relocations			-	1	5	4	-	4	-	-	14	
Utility Meetings and Coordination		30.2	-	24	48	8	-	20	-	-	100	
Meet with the COUNTY and the Snohomish County Public Utility District (4 meetings, 2 hours each, 2 team members)				8	16						24	
Meet with the COUNTY and overhead and underground power and telecommunication utility companies (4 meetings, 2 hours each, 2 team members)				8	16						24	
Meeting notes from utility coordination meetings, as applicable				4	8						12	
Utility Potholing Plan for submittal and review by the COUNTY				4	8	8		20			40	
TASK 40.0 - GEOTECHNICAL ENGINEERING		40.0	-	6	16	20	-	-	-	-	42	
Final Design Services		40.2	-	2	4	8	-	-	-	-	14	
Review special provision specifications for rock bolt construction, rock excavation, earthwork, dewatering, and micropile construction if selected for the bridge foundation design				2	4	8					14	
		40.3	-	4	12	12	-	-	-	-	28	

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals		
Geotechnical Engineering Analysis and Report Preparation	Review Revised Draft Geotechnical Report (60 percent Submittal)	40.3.3	-	2	6	6	-	-	-	14		
	Review Final Geotechnical Engineering Report (90 percent submittal)			1	4	4				9		
				1	2	2				5		
	Summary of Geotechnical Conditions and Geotechnical Data Report	40.3.4	-	2	6	6	-	-	-	14		
Review Draft GDR and the Summary of Geotechnical Conditions (60% submittal)				1	4	4				9		
	Review Final GDR and the Summary of Geotechnical Conditions (90% submittal)			1	2	2				5		
TASK 50.0 - NHPA SECTION 106 AND SECTION 4(f), ENVIRONMENTAL DOCUMENTATION AND PERMITTING	50.0	-	-	4	32	-	-	-	-	36		
Cultural Resources Survey and Documentation	Review Draft Cultural Resources Technical Report	50.2	-	-	-	28	-	-	-	28		
	Review Draft Final Cultural Resources Technical Report					4				4		
	Review Final Cultural Resources Technical Report					4				4		
	Coordinate with ICF to perform a visual impacts analysis and pedestrian foot traffic review					16				16		
Consultation	Review Draft Consultation Meeting Notes	50.3	-	-	2	2	-	-	-	4		
	Review Final Consultation Meeting Notes				2	2				2		
Section 106 Memorandum of Agreement	Review Draft Section 106 Memorandum of Agreement (MOA)	50.4	-	-	2	2	-	-	-	4		
	Review Final Section 106 MOA				2	2				2		
Section 4(f) Evaluation	Review Draft Section 4(f) Evaluation	50.5	-	-	-	-	-	-	-	-		
	Review Final Section 4(f) Evaluation									-		

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C												
Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals		
TASK 60.0 - ENVIRONMENTAL DOCUMENTATION AND PERMITTING	60.0	-	30	85	86	-	143	678	51	1,073		
Critical Area Study	Conduct a site visit to determine if critical areas, including wetlands are present within the revised project area (2 wetland biologists, (3) 8-hour days).	60.1	-	4	8	-	32	150	16	210		
	Conduct a habitat assessment						8	48	12	56		
	Draft Critical Area Study Report			2	4		16	60	12	94		
	Final Critical Area Study Report			2	4		8	30	4	48		
Biological Assessment	Draft project summary for pre-biological assessment meeting	60.2	-	8	8	80	-	38	230	19	383	
	Final project summary for pre-biological assessment meeting				4		4	20	2	30		
	Provide up to 24 hours of professional time to assist the COUNTY with review and respond to comments or requests for information from the Services during consultation.				4		2	6	1	13		
	Draft BA			6		60	20	120	12	218		
Final BA			2		20	12	60	4	48			
Visual Assessment	Conduct site visit (collect representative photos and visual characteristics)	60.3	-	-	-	-	34	186	16	236		
	Conduct visual assessment (5 respective viewpoint, 2 hrs to generate a respective view, 4 hrs to analyze each viewpoint)							20		20		
	Conduct visual simulations (3 respective viewpoint, 4 hrs to generate a respective view, 10 hrs to analyze each viewpoint)						10	30		40		
	Draft Visual Report						6	42		48		
						12	60	12		84		

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C		Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals
	Final Visual Report								6	30	4	40
	Participate in 1 meeting to confirm approach									4		4
	NEPA Documentation		60.4	-	2	50	2	-	-	4	-	58
	Pre-NEPA kickoff meeting, conducted virtually				2	2	2			4		10
	Provide up to 24 hours of routine coordination with COUNTY to assist with preparation of the CatEx form.					24						24
	Provide up to 24 hours of routine coordination with COUNTY and WSDOT staff during the NEPA review period					24						24
	Permitting		60.5	-	6	15	-	-	30	67	-	118
	Participate in up to 3 meetings with regulatory agencies prior to permit applications to review the project and discuss permit requirements (virtual and I up to 1 hour each, preparation time up to 4 hours per meeting)					15				15		30
	Provide up to 40 hours of coordination time to assist the CITY with review and response to comments or questions received from the USACE during the review process									40		40
	Provide Draft JARPA drawings for permit applications				4				20	8		32
	Provide Final JARPA drawings for permit applications				2				10	4		16
	Public Outreach Support		60.6	-	10	4	4	-	9	41	-	68
	Prepare public comment review and reponse matrix				4	4	4			20		32
	Participate in up to three (3) public outreach/support in person meeting (2-hours each, 3 team members)				6					12		18
	Prepare an exhibit for each public outreach meetings (3 total)								9	9		18
	TASK 70.0 - DESIGN CONSTRUCTION SUPPORT SERVICES	70.0		-	72	442	686	-	40	-	-	1,240
	Communication & Coordination		70.1	-	56	32	192	-	-	-	-	280
	Attend meetings at the project site as requested by the COUNTY(aligned with the weekly coordination meetings defined in Subtask 10.3, 5 meetings)				8	32						40

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C		Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals
	Phone calls, e-mails, teleconferences during construction				48		192					240
	Requests for Information and Submittal Reviews		70.2	-	-	90	190	-	-	-	-	280
	Requests for Information		70.2.1	-	-	50	150	-	-	-	-	200
	Responses to RFIs, as required (up to 100 RFI's, each RFI will require 2 hour to review)					50	150					200
	Submittal Reviews		70.2.2	-	-	40	40	-	-	-	-	80
	Responses to submittal (up to 80 submittals, one review per submittal)					40	40					80
	Change Orders and Value Engineering Change Proposal Review		70.3	-	-	40	-	-	-	-	-	40
	The CONSULTANT shall provide revised plans and specifications for change orders, as required					16						16
	Independent estimates for proposed change orders					16						16
	VECP evaluation if requested					8						8
	Review Record Drawings		70.4	-	16	24	24	-	40	-	-	104
	One set of reviewed record drawings with review comments (11x17 PDF format for drawings), per each review				8	16	16		40			80
	One excel file spreadsheet with comments/responses, per each review				8	8	8					24
	Bridge Load Rating		70.5	-	-	16	40	-	-	-	-	56
	Load rating, in accordance with WSDOT load rating procedures, calculations and copies					16	40					56
	Limited Construction Observations		70.6	-	-	240	240	-	-	-	-	480
	30 site visits for special observations (structural, civil/drainage, geotechnical) on an as-needed-basis. Provide daily reports following a site visit.					240	240					480
	TASK XX.0 - ADDITIONAL SERVICES	XX.0		-	-	-	-	-	-	-	-	-

Input hours below the yellow or orange colored cells.												
Input Tasks in Columns A,B, & C		Task	Subtask	Officer (Project PM)	Sr. Project Managers & PM's	Sr. Project Engineers	Sr. Engineers/ Engineers	Construction/ Application Specialists	Designer/ CAD Operator	Natural Resources/ Permitting Spec.	Department Coord/ Admin	Totals
Tasks to be included as a future amendment if required			XX.0	-	-	-	-	-	-	-	-	-
TOTAL				16	1,010	2,496	3,860	384	2,051	696	157	10,670
"TOTAL" sums all Green Highlighted Cells												

Fee Schedule

Consultant: WSP USA, Inc.

Position Classification	Direct Salary Rate	ICR @139.52%	Profit @29.95%	Max Rate Per Hour
Vice President/Business Line Leader	\$96.49	\$134.62	\$28.90	\$260.00
Senior Director, Structural Engineer	\$96.49	\$134.62	\$28.90	\$260.00
Senior Director, Civil Engineer	\$96.49	\$134.62	\$28.90	\$260.00
Director, QA/QC	\$92.00	\$128.36	\$27.55	\$247.91
Director, Structural Engineer	\$96.49	\$134.62	\$28.90	\$260.00
Director, Civil Engineer	\$96.49	\$134.62	\$28.90	\$260.00
Sr. Lead Consultant, Structural Engineer	\$76.08	\$106.14	\$22.78	\$205.00
Sr. Lead Consultant, Civil Engineer	\$74.00	\$103.24	\$22.16	\$199.41
Lead Consultant, Structural Engineer	\$64.00	\$89.29	\$19.17	\$172.46
Lead Consultant, Civil Engineer	\$64.00	\$89.29	\$19.17	\$172.46
Sr. Consultant, Structural Engineer	\$57.00	\$79.53	\$17.07	\$153.60
Sr. Consultant, Civil Engineer	\$57.00	\$79.53	\$17.07	\$153.60
Consultant, Structural Engineer	\$49.00	\$68.36	\$14.68	\$132.04
Consultant, Civil Engineer	\$52.00	\$72.55	\$15.57	\$140.12
Associate Consultant, Structural Engineer	\$47.00	\$65.57	\$14.08	\$126.65
Associate Consultant, Civil Engineer	\$43.00	\$59.99	\$12.88	\$115.87
Assistant Consultant, Structural Engineer	\$38.00	\$53.02	\$11.38	\$102.40
Assistant Consultant, Civil Engineer	\$38.00	\$53.02	\$11.38	\$102.40
Senior Consultant, Environmental Scientist	\$69.77	\$97.34	\$20.90	\$188.00
Sr. Director, Water Resources Engineer	\$79.79	\$111.32	\$23.90	\$215.00
Manager, Design Support	\$56.78	\$79.22	\$17.01	\$153.00
Lead Consultant, Water Resources Engineer	\$57.00	\$79.53	\$17.07	\$153.60
Consultant, Water Resources Engineer	\$48.00	\$66.97	\$14.38	\$129.35
Lead Consultant, Traffic Engineer	\$65.00	\$90.69	\$19.47	\$175.16
Consultant, Traffic Engineer	\$47.00	\$65.57	\$14.08	\$126.65
Sr. Lead Consultant, Environmental	\$64.00	\$89.29	\$19.17	\$172.46
Lead Design Support Specialist	\$51.95	\$72.49	\$15.56	\$140.00
Design Support Specialist	\$37.00	\$51.62	\$11.08	\$99.70
Lead Technical Engineering Support Specialist	\$44.00	\$61.39	\$13.18	\$118.57
Senior Consultant, Resident Engineer	\$70.00	\$97.66	\$20.97	\$188.63
Sr. Lead Consultant, Resident Engineer	\$74.22	\$103.55	\$22.23	\$200.00
Sr. Manager, Project Accounting	\$44.16	\$61.61	\$13.23	\$119.00
Sr. Consultant, Project Accounting	\$44.16	\$61.61	\$13.23	\$119.00
Consultant, Project Accounting	\$44.16	\$61.61	\$13.23	\$119.00
Manager, Contracts	\$44.16	\$61.61	\$13.23	\$119.00
Sr. Consultant, Contracts	\$44.16	\$61.61	\$13.23	\$119.00
Consultant, Contracts	\$44.16	\$61.61	\$13.23	\$119.00
Construction Coordinator	\$36.00	\$50.22	\$10.78	\$97.00

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 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**

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

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

July 1, 2022

WSP USA, Inc.
1001 Fourth Avenue, Suite 3100
Seattle, WA 98154

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 139.52% of direct labor
(rate includes 0.13% Facilities Capital Cost of Money)
- Base Field: 103.51% of direct labor
(rate includes 0.08% Facilities Capital Cost of Money)

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

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E Sub-consultant Cost Computations

Harmsen

Task	Work Element	Principal Land Surveyor 4/5	Principal Land Surveyor 2/3	Survey PM PLS 2/3	Field Crew (Survey Tech 4)	Survey Tech 4	Admin.	TOTAL HOURS
	Loaded Labor Rate Rate	\$177.00	\$153.00	\$153.00	\$132.00	\$132.00	\$118.74	
TASK -Project Management								
	PM	4						4
	Invoicing						4	4
	Subtotal Hours	4	0	0	0	0	4	8
	Subtotal Cost	\$ 708	\$ -	\$ -	\$ -	\$ -	\$ 475	\$ 1,183
TASK 80.0 - Surveying								
	Survey Control Reseach		2	2	2			6
	Field Work		8	8	48			64
	Basemap Development	1	2	2	4	12		21
	Subtotal Hours	1	12	12	54	12	0	91
	Subtotal Cost	\$ 177	\$ 1,836	\$ 1,836	\$ 7,128	\$ 1,584	\$ -	\$ 12,561
	TOTAL HOURS	5	12	12	54	12	4	99
	TOTAL LABOR COST	\$ 885	\$ 1,836	\$ 1,836	\$ 7,128	\$ 1,584	\$ 475	\$ 13,744

Expenses

Item	Description	Cost
	Iron Pins and Lot Stakes	\$ 200
	Travel (200mi at \$0.625/mi)	\$ 375

	TOTAL LABOR COST	\$ 13,744
5%	SALARY ESCALATION	\$ 687
	TOTAL EXPENSES	\$ 575
	TOTAL REQUEST	\$ 15,756

Fee Schedule

Subconsultant: Harmsen, LLC

Position Classification	Direct Salary Rate	ICR @149.71%	Profit @29.95%	Max Rate Per Hour
PLS 4 / PLS 5	\$63.29	\$94.75	\$18.96	\$177.00
PLS 2 / PLS 3	\$54.71	\$81.91	\$16.39	\$153.00
Survey Tech 4	\$47.20	\$70.66	\$14.14	\$132.00
Party Chief	\$49.35	\$73.88	\$14.78	\$138.00
Rodman/Chainman	\$38.26	\$57.28	\$11.46	\$107.00
PE 4	\$42.46	\$63.57	\$12.72	\$118.74
PE 3	\$42.46	\$63.57	\$12.72	\$118.74
Engineering Tech 3	\$38.26	\$57.28	\$11.46	\$107.00
Administrative	\$42.46	\$63.57	\$12.72	\$118.74
Planner 4 Senior	\$42.98	\$64.35	\$12.87	\$120.20
Wetland Technician	\$32.75	\$49.03	\$9.81	\$91.59
Wetland Specialist	\$32.05	\$47.98	\$9.60	\$89.63
Drone Specialist	\$34.50	\$51.65	\$10.33	\$96.48

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.



July 1, 2022

Harmsen, LLC
P.O. Box 516
Monroe, WA 98272

Subject: Acceptance FYE 2021 ICR – Audit Office Review

Dear Dea Prince:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2021 Indirect Cost Rate (ICR) of 149.71% 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;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Cultural Resources Support for the Granite Falls Bridge Project

Task	Employee Name	Consulting Staff						ICF Production Staff		Labor Total	
		Elder James	Tavel January	Little Kainoa	Lentz Corey	Gluck Joseph	Linder William	Lundstrom Kristen			
	Labor Classification	Mng Consult	Sr Consult III	Assoc Consult II	Assoc Consult II	Asst Consult	Assoc Consult II	Sr Consult II			
							Subtotal		Subtotal		
5.1. APE		8.0	8.0				8.0	\$3,655.52	\$0.00	\$3,655.52	
5.2. Cultural Survey and Documentation		40.0	40.0	180.0	100.0	60.0	16.0	\$48,126.12	16.00	\$2,312.80	\$50,438.92
5.3. Consultation and Public Outreach		8.0	8.0				4.0	\$3,279.44		\$0.00	\$3,279.44
5.4. 106 Memorandum of Agreement and 4f Document		24.0	24.0					\$8,710.08		\$0.00	\$8,710.08
5.5. 4f Documentation		2.0	8.0	4.0	20.0			\$4,004.94		\$0.00	\$4,004.94
5.6. Mitigation Development Assistance								\$0.00		\$0.00	\$0.00
Total hours	578.0	82.0	88.0	184.0	120.0	60.0	28.0		16.0		
Billing Rates		\$153.19	\$141.37	\$93.54	\$93.54	\$100.69	\$93.54		\$123.92		
Subtotal		\$15,369.26	\$15,443.12	\$18,480.96	\$10,946.40	\$4,903.80	\$2,632.56	\$67,776.10	\$2,312.80	\$2,312.80	\$70,088.90
Salary Escalation	5%	\$768.46	\$772.16	\$924.05	\$547.32	\$245.19	\$131.63	\$3,388.81	\$115.64	\$115.64	\$3,504.45
Subtotal (including salary escalation)		\$16,137.72	\$16,215.28	\$19,405.01	\$11,493.72	\$5,148.99	\$2,764.19	\$71,164.91	\$2,428.44	\$2,428.44	\$73,593.35
<u>Other Direct Costs</u>											
500.00 VENDOR (tribal monitor or informant at \$75/hr for five days)										\$3,000.00	
523.05 Travel, Auto, incld. Mileage at current IRS rate (.625/mile)										\$1,000.00	
Direct expense subtotal										\$4,000.00	
Total price										\$77,593.35	

Fee Schedule

Subconsultant: ICF Jones & Stokes

Position Classification	Direct Salary Rate	ICR @161.90%	Profit @29.95%	Max Rate Per Hour
Senior Project Director	\$82.31	\$133.26	\$24.65	\$240.22
Project Director	\$67.84	\$109.83	\$20.32	\$197.99
Sr. Technical Analyst	\$60.23	\$97.51	\$18.04	\$175.78
Managing Consultant	\$52.49	\$84.98	\$15.72	\$153.19
Senior Consultant III	\$48.44	\$78.42	\$14.51	\$141.37
Senior Consultant II	\$42.46	\$68.74	\$12.72	\$123.92
Senior Consultant I	\$42.98	\$69.58	\$12.87	\$125.44
Associate Consultant III	\$32.75	\$53.02	\$9.81	\$95.58
Associate Consultant II	\$32.05	\$51.89	\$9.60	\$93.54
Assistant Consultant	\$34.50	\$55.86	\$10.33	\$100.69
Technician Trainee	\$19.95	\$32.30	\$5.98	\$58.22

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.



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

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

July 8, 2022

ICF Jones & Stokes
980 9th Street, Suite 1200
Sacramento, CA 95814

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Steve Wirt:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by BFBA, LLP as follows:

- Full Time Rate: 161.90% of direct labor
(rate includes 0.01% Facilities Capital Cost of Money)
- On-Call Rate: 89.52% of direct labor
- Field Rate: 130.43% of direct labor

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

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

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

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

Regards;

A handwritten signature in blue ink that reads 'Erik K. Jonson'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah

GRANITE FALLS BRIDGE
Landscape, Cultural & Historical Design
 J.A. Brennan Associates, PLLC
 for WSP

August 19, 2022

WORK ITEM	DESCRIPTION	JB PM	TW SLA	DC SLA	SS LD	SY/VS ACNT	Total JAB Hours	Total JAB Labor
Direct Rate		\$222.56	\$135.00	\$135.00	\$99.50	\$119.00		
TASK 10.0 GENERAL ACTIVITIES								
A	10.1 Project Administration and Management							
1	File set-up	1				2	3	460.56
2	Progress report		6			6	12	1,524.00
3	Prepare Invoices	3	10			24	37	4,873.68
4	Coordination		8				8	1,080.00
	Total	4	24	0	0	32	60	7,938.24
B	10.2 Quality Assurance/Quality Control							
1	QA/QC Review of Submittals & documentation	8	16	16	24		64	8,488.48
	Total	8	16	16	24	0	64	8,488.48
C	10.3 Coordination and Meetings							
1	Kick-Off Meeting		2		2		4	469.00
2	Site Visit with team (1 - all day)	4	8		8		20	2,766.24
3	Internal Team Meetings	8	24		16		48	6,612.48
4	Project Team Meetings	6	10		8		24	3,481.36
5	Comment Resolution Meetings (for task 12.0)		8		8		16	1,876.00
6	Stakeholder Meetings		4		2		6	739.00
7	Public Outreach Meetings (for task 24.0)	2	4		4		10	1,383.12
	Total	20	60	0	48	0	128	17,327.20
TASK 10.0 GENERAL ACTIVITIES								
TASK 11.0 DOCUMENT DEVELOPMENT								
D	11.1 Project Specifications							
1	60 Percent Runlist	1	6		6		13	1,629.56
2	90 Percent Specifications	8	24		8		40	5,816.48
3	100 Percent Specifications	2	20		4		26	3,543.12
4	Ad Ready Specifications	1	12		2		15	2,041.56
5	Input on 60,90, and 100 percent, and Ad Ready Specification of other consultants	1	10		2		13	1,771.56
	Total	13	72	0	22	0	107	14,802.28
E	11.2 Project Cost Estimates							
1	Schematic Cost Estimate - Landscape & historic/cultural features (SF level)		8		6		14	1,677.00
2	30 Percent Cost Estimate- Landscape & historic/cultural features (SF level)		8		8		16	1,876.00
3	60 Percent Cost Estimate	1	10		12		23	2,766.56
4	90 Percent Cost Estimate	1	10		20		31	3,562.56
5	100 Percent Cost Estimate	1	8		16		25	2,894.56
6	Ad Ready Cost Estimate	1	4		10		15	1,757.56
7	Responses to cost estimate review comments		6		6		12	1,407.00
8	Input on 60,90, and 100 percent, and Ad Ready Cost Estimate of other consultants	1	6		6		13	1,629.56
	Total	5	60	0	84	0	149	17,570.80
F	11.3 Construction Schedule							
1	Input on 60,90, and 100 percent, and Ad Ready Schedule	1	6				7	1,032.56
	Total	1	6	0	0	0	7	1,032.56
TASK 11.0 DOCUMENT DEVELOPMENT								
TASK 12.0 DESIGN SUBMITTAL AND REVIEW								
G	12.1 60 Percent Design Submittal							
1	Package of 60 percent material		1		2		3	334.00
2	QC Review of Submittal (ave 2 hrs per sheet; 26 sheets)	6	24	22			52	7,545.36
3	Written Response to County review comments to submittal		2		2		4	469.00
	Total	6	27	22	4	0	59	8,348.36
H	12.2 90 Percent Design Submittal							
1	Package of 90 percent material		2		6	5	13	1,462.00
2	QC Review of Submittal (ave 2 hrs per sheet)	12	26	26			64	9,690.72
3	Written Response to County review comments to submittal		3		3		6	703.50
	Total	12	31	26	9	5	83	11,856.22

GRANITE FALLS BRIDGE
Landscape, Cultural & Historical Design
 J.A. Brennan Associates, PLLC
 for WSP

August 19, 2022

WORK ITEM	DESCRIPTION	JB PM	TW SLA	DC SLA	SS LD	SYVS ACNT	Total JAB Hours	Total JAB Labor
	Direct Rate	\$222.56	\$135.00	\$135.00	\$99.50	\$119.00		
I	12.3 100 Percent Design Submittal							
1	Package of 100 percent material		2		6	5	13	1,462.00
2	QC Review of Submittal	12	26	26			64	9,690.72
3	Written Response to County review comments to submittal		3		3		6	703.50
	Total	12	31	26	9	5	83	11,856.22
J	12.4 Ad Ready Documents for Bidding							
1	Package of Ad Ready material		4		4		8	938.00
2	QC Review of Submittal (ave 2 hrs per sheet)	6	16	16			38	5,655.36
	Total	6	20	16	4	0	46	6,593.36
	TASK 12.0 DESIGN SUBMITTAL AND REVIEW							
	TASK 13.0 AD, BID, AND AWARD SERVICES							
K	13.0 Bid Support							
1	Email responses to bidder questions		20		4		24	3,098.00
2	Revise construction provisions for addenda		10		6		16	1,947.00
	Total	0	30	0	10	0	40	5,045.00
	TASK 13.0 AD, BID, AND AWARD SERVICES							
	TASK 24.0 LANDSCAPING AND MITIGATION PLANS							
L	24.1 Conceptual Historic and Cultural Site Features Development							
1	Site Visit	6	6		6		18	2,742.36
2	Research into potential theme/character concepts		4		6		10	1,137.00
3	General Theme/Character Memo ((3) general themes/1 preferred theme) (Draft & Final)	2	6		12		20	2,449.12
4	Identify key view points with County, Agency, and Tribe (draft & final)	3	6		6		15	2,074.68
5	Conceptual Sketches (2 alt. concepts illustrated at 3 view point locations)	3	12		18		33	4,078.68
6	Draft and Final Elevations of preferred theme features concepts from (3) key view points	2	12		24		38	4,453.12
7	Draft and Final Sections of preferred theme features concepts from (3) key view points	2	12		24		38	4,453.12
8	Conceptual Features Memo ((2) concepts & preferred concept) (Draft & Final)	2	8		16		26	3,117.12
9	Response to County review comments on the memoranda		4		6		10	1,137.00
10	Attend (1) County meeting (incl. presentation slide development)	2	6		4	6	18	2,367.12
11	Attend (2) in-person public meetings (incl. presentation slide development)	4	6		6	8	24	3,249.24
	Total	26	82	0	128	14	250	31,258.56
M	24.2 Final Historic and Cultural Site Feature Design							
1	Sheet Setup		2		12		14	1,464.00
2	Basemap		2		12		14	1,464.00
3	Kick-Off Meeting - for Interpretive signs (client/team virtual)	1	1			1	3	476.56
4	Interpretive theme development	1	4		1	12	18	2,290.06
5	Check in calls - for Interpretive signs (up to 3-1 hr calls)	1	3			4	8	1,103.56
6	Client coordination review meetings for design of 3 signs (up to 3- 1.5 hour meetings)	1	3			6	10	1,341.56
7	Develop Interpretive Sign Template (panel color, layout, font, logo) draft & final	1	1			5	7	952.56
8	Identify images and write draft and final text (for 3 signs)	3	8			20	31	4,127.68
9	Draft interpretive sign layout (3 signs, size 24x36)	2	2			14	18	2,381.12
10	50% Interpretive panels (3 signs)	3	5			14	22	3,008.68
11	100% Interpretive panels (3 signs) including design files ready for fabrication	2				12	14	1,873.12
12	Interpretive sign specifications and coordination with fabricator for sign panel fabrication	1	3			10	14	1,817.56
13	Draft and Final 60 percent viewpoint detail area plans (2 sheets)	2	8		10		20	2,520.12
14	Draft and Final 60 percent bridge overlook & bridge approach detail area plans (1 sheet)	1	6		6		13	1,629.56
15	Draft and Final 60 percent wall & abutment finishes & gateway feature elevations (6 sheets)	6	30		38		74	9,166.36
16	Draft and Final 60 percent historic & cultural feature details (3 custom sheets)	6	17		22		45	5,819.36
17	Draft and Final 90 percent viewpoint detail area plans (2 sheets)	2	8		12		22	2,719.12
18	Draft and Final 90 percent bridge overlook & bridge approach detail area plans (1 sheet)	1	6		8		15	1,826.56
19	Draft and Final 90 percent wall & abutment finishes & gateway feature elevations (6 sheets)	4	26		36		66	7,982.24
20	Draft and Final 90 percent historic & cultural feature details (3 custom sheets)	3	12		20		35	4,277.68
21	Draft and Final 100 percent viewpoint detail area plans (2 sheets)	1	6		12		19	2,226.56
22	Draft and Final 100 percent bridge overlook & bridge approach detail area plans (1 sheet)	1	4		8		13	1,558.56
23	Draft and Final 100 percent wall & abutment finishes & gateway feature elevations (6 sheets)	3	20		30		53	6,352.68
24	Final 100 percent historic & cultural feature details (3 custom sheets)	3	8		16		27	3,339.68
25	Response to County Comments on 60,90, and 100 percent plans	1	12		12		25	3,036.56
	Total	50	197	0	255	98	600	74,757.50
N	24.3 Final Project Landscape Design							
1	Draft and Final Schematic Landscape Plan (1 roll plot)	2	10		20		32	3,785.12
2	Draft and Final Schematic Landscape Sections (2)	1	6		6		13	1,629.56
3	Draft and Final Schematic Landscape Elevations (3)	2	10		12		24	2,989.12
4	Draft and Final Concept Design Memo including graphics	2	18		10		30	3,870.12
5	Research into conceptual product and materials informations for landscape elements		4		6		10	1,137.00
6	Coordination with WSP Environmental for inclusion of river buffer mitigation into landscape.		6		6		12	1,407.00

GRANITE FALLS BRIDGE
Landscape, Cultural & Historical Design
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 for WSP

August 19, 2022

WORK ITEM	DESCRIPTION	JB PM	TW SLA	DC SLA	SS LD	SYVS ACNT	Total JAB Hours	Total JAB Labor
Direct Rate		\$222.56	\$135.00	\$135.00	\$99.50	\$119.00		
7	Sheet Setup (up to 13 plan sheets)		2		20		22	2,260.00
8	Basemap		2		16		18	1,862.00
9	Draft and Final 30 percent historical & cultural feature details (up to 4 custom sheets)	4	16		20		40	5,040.24
10	Draft and Final 30 percent sections (2 sections)	1	8		12		21	2,496.56
11	Draft and Final 30 percent wall & abutment finishes & gateway feature elevations (6 sheets)	4	24		32		60	7,314.24
12	Draft and Final 30 percent viewpoint detail area plans (2 sheets)	2	8		12		22	2,719.12
13	Draft and Final 30 percent bridge overlook detail area plan (1 sheet)	1	8		12		21	2,496.56
14	Draft and Final 30 percent irrigation bubble diagram plans (5 sheets, 1"=20')	1	6	6	14		27	3,235.56
15	Draft and Final 30 percent landscape plans (5 sheets, 1"=20')	4	16		30		50	6,035.24
16	Draft and Final 30 percent landscape details (2 standard sheets)		4		16		20	2,132.00
17	Draft and Final 60 percent landscape plans (5 sheets, 1"=20')	4	24		30		58	7,115.24
18	Draft and Final 60 percent landscape details (2 standard sheets)	1	8		10		19	2,297.56
19	Draft and Final 60 percent irrigation plans (5 sheets, 1"=20')	2	20	4	30		56	6,670.12
20	Draft and Final 60 percent irrigation details (2 standard sheets)	1	6	2	8		17	2,098.56
21	Draft and Final 90 percent landscape plans (5 sheets, 1"=20')	2	12		30		44	5,050.12
22	Draft and Final 90 percent landscape details (2 standard sheets)	1	6		12		19	2,226.56
23	Draft and Final 90 percent irrigation plans (5 sheets, 1"=20')	2	9	5	24		40	4,723.12
24	Draft and Final 90 percent irrigation details (2 standard sheets)		2	4	6		12	1,407.00
25	Final 100 percent landscape plans (5 sheets, 1"=20')	2	10		24		36	4,183.12
26	Final 100 percent landscape details (2 standard sheets)		3		6		9	1,002.00
27	Final 100 percent irrigation plans (5 sheets, 1"=20')	2	10		20		32	3,785.12
28	Final 100 percent irrigation details (2 standard sheets)		2	2	4		8	938.00
29	Response to County Comments on 60,90, and 100 percent plans		12		84		96	9,978.00
	Total	41	272	23	532	0	868	101,883.96
	TASK 24.0 LANDSCAPING AND MITIGATION PLANS							
	TASK 70.0 DESIGN CONSTRUCTION SUPPORT SERVICES							
P	70.1 Communication and Coordination							
1	On-site construction meetings (up to 8)	9	25		15		50	7,005.54
2	Up to (5) In person meetings	3	15				27	3,588.18
3	Coordination between team, client, and CA&I outside of weekly meetings in 10.3		12		6		18	2,217.00
	Total	12	53	0	30	0	95	12,810.72
Q	70.2 Requests for Information and Submittal Reviews							
1	RFI Review & response	5	20		20		45	5,802.80
2	Submittal review & response	4	20		20		44	5,580.24
	Total	9	40	0	40	0	89	11,383.04
R	70.3 Change Orders and Value Engineering Change Proposal Review							
1	Revise plans and specifications for change order		6		8		14	1,606.00
2	Review of Value Engineering Change Proposals (VECPs)	1	3		3		7	926.06
	Total	1	9	0	11	0	21	2,532.06
S	70.4 Review Record Drawings							
1	Review record drawings and comments/responses prepared by County	1	4		4		9	1,160.56
	Total	1	4	0	4	0	9	1,160.56
T	70.6 Limited Construction Observations							
1	Limited site observation		6		6		12	1,407.00
2	Daily report from each site observation		1		1		2	234.50
	Total	0	7	0	7	0	14	1,641.50
	TASK 70.0 DESIGN CONSTRUCTION SUPPORT SERVICES							
	TOTAL SALARY COSTS (TSC)	227	1041	129	1221	154	2772	348,286.62

Scope Assumptions:

- WSP will provide AutoCAD GIS base maps with contours, buildings, vegetation, roads, major paths, bridge visualizations, utilities and property ownership for the development of visuals.
- Graphics may be hand drawn at concept, schematic and 30% design.
- The fee for this scope is based on the specified review steps. Additional fee will be required for additional review steps.
- J.A. Brennan Associates will not be responsible for working with adjacent landowners.
- J.A. Brennan Associates will attend public meetings as included above. Outreach and public and stakeholder engagement by others.
- WSP will provide coordinated clear direction at review stages.
- WSP will be responsible for printing & distribution of all documents.
- The bridge will not include a tower. If the bridge type includes a tower, additional design fee will be required.
- Development of custom bridge elements is limited to consideration of gateway

Salary Escalation (SE) 5% 17,414.33

Total Personnel Costs (TSC + SE) = 365,700.95

Total Direct Non-Salary Costs = 7,360.00

Mileage, Parking: 1,395.00

Reproduction: 5,965.00

Total Request = 373,060.95

Fee Schedule

Subconsultant: J.A. Brennan Associates, PLLC

Position Classification	Direct Salary Rate	ICR @165.65%	Profit @29.95%	Max Rate Per Hour
Project Principal	\$75.29	\$124.72	\$22.55	\$222.56
Sr. Project Landscape Architect	\$45.67	\$75.65	\$13.68	\$135.00
Landscape Designer	\$33.66	\$55.76	\$10.08	\$99.50
Accounting	\$40.26	\$66.69	\$12.06	\$119.00

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.



October 26, 2022

J.A. Brennan Associates, PLLC
2701 First Avenue, Suite 510
Seattle, WA 98121

Subject: Acceptance FYE 2021 ICR – Audit Office Review

Dear Sarah Yoffe:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2021 Indirect Cost Rate (ICR) of 165.65% of direct labor (rate includes 0.05% Facilities Capital Cost of Money). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Schatzie Harvey

Schatzie Harvey (Oct 26, 2022 13:51 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:ah

Exhibit E

Sub-consultant Cost Computations

Fee Schedule

Subconsultant: Osborn Consulting

Position Classification	Direct Salary Rate	ICR @166.37%	Profit @29.95%	Max Rate Per Hour
Principal	\$87.74	\$145.98	\$26.28	\$260.00
Senior QC	\$77.25	\$128.52	\$23.14	\$228.91
Senior Engineer	\$61.00	\$101.49	\$18.27	\$180.76
Project Engineer	\$50.00	\$83.19	\$14.98	\$148.16
EIT	\$39.00	\$64.88	\$11.68	\$115.56
Civil Tech Manager	\$44.55	\$74.11	\$13.34	\$132.00
Senior Civil Designer	\$51.63	\$85.90	\$15.46	\$153.00
Civil Technician III	\$47.00	\$78.19	\$14.08	\$139.27
Civil Technician II	\$37.50	\$62.39	\$11.23	\$111.12
Senior Project Accountant	\$40.16	\$66.81	\$12.03	\$119.00
Project Accountant	\$34.00	\$56.57	\$10.18	\$100.75
Contracts Administrator	\$40.16	\$66.81	\$12.03	\$119.00
Technical Editor	\$43.20	\$71.87	\$12.94	\$128.00

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.



July 12, 2022

Osborn Consulting Inc.
1800 112th Ave NE Ste 220E
Bellevue, WA 98004

Subject: Acceptance FYE 2021 ICR – Risk Assessment Review

Dear Afsoun Mehrabkhani:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review and the economic hardship approved by our WSDOT Audit Office of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2021 ICR of 166.37%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

ERIK K. JONSON
Contract Services Manager

Jul 13, 2022

EKJ:mya

OTT-SAKAI

Task	Work Element	Principal- Kevin Sakai	Senior Constructio n Specialist- Charlie McCoy	Construction Specialist- Bing Ma	Contracts Admin- Janiece Christian	TOTAL HOURS
	Direct Labor Rate	\$0.00	\$0.00	\$0.00	\$0.00	
	Loaded Labor Rate Rate	\$248.87	\$248.87	\$234.11	\$119.00	
TASK -Project Management						
	PM	2				2
	Site Visits		4			4
	Invoicing				6	6
	Subtotal Hours	2	4	0	6	12
	Subtotal Cost	\$ 498	\$ 995	\$ -	\$ 714	\$ 2,207
TASK 25.1- Construction Schedule						
	Construction Schedule	2	8	30		40
TASK 25.2- Cost Estimate						
	Bridge Cost Estimate-60%	4	60	30		94
	Estimate Review -90%	4	40	10		54
TASK 25.3- Constructability Review						
	60%-Constructability Review	2	20			22
	90%-Constructability Review/Schedule		10			10
	Subtotal Hours	12	138	70	0	220
	Subtotal Cost	\$ 2,986	\$ 34,344	\$ 16,388	\$ -	\$ 53,718
	TOTAL HOURS	14	142	70	6	232
	TOTAL LABOR COST	\$ 3,484	\$ 35,340	\$ 16,388	\$ 714	\$ 55,925

Expenses

Item	Description	Cost

	TOTAL LABOR COST	\$ 55,925
5%	SALARY ESCALATION	\$ 2,796
	TOTAL EXPENSES	\$ -
	TOTAL (w/ 5% Salary Escalation)	\$ 58,722

Fee Schedule

Subconsultant: Ott-Sakai

Position Classification	Direct Salary Rate	ICR @80.96%	Profit @29.95%	Max Rate Per Hour
Principal	\$118.00	\$95.53	\$35.34	\$248.87
Senior Construction Specialist (Charlie McCoy and David Doles)	\$118.00	\$95.53	\$35.34	\$248.87
Senior Construction Specialist	\$94.83	\$76.77	\$28.40	\$200.00
Construction Specialist (Bing Ma)	\$111.00	\$89.87	\$33.24	\$234.11
Construction Specialist	\$90.09	\$72.93	\$26.98	\$190.00
Contracts Administrator	\$56.42	\$45.68	\$16.90	\$119.00
Book Keeper	\$54.00	\$43.72	\$16.17	\$113.89

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.



September 26, 2022

Ott-Sakai & Associates, LLC
P.O. Box 247
Mountlake Terrace, WA 98043

Subject: Acceptance FYE 2021 ICR – CPA Report

Dear Kimberly McShea:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 80.96% of direct labor (rate includes 0.04% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Marescot Palomino & Associates, 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;

Schatzie Harvey

Schatzie Harvey (Sep 26, 2022 12:41 PDT)

SCHATZIE HARVEY, CPA

Contract Services Manager

EKJ:ah

**SUMMARY OF PROJECT COSTS
GRANITE FALLS BRIDGE #102
REPLACEMENT PROJECT - DESIGN SERVICES
SHANNON & WILSON, INC.**

SALARY COST (SC):

<u>Classification</u>	<u>Labor Hours</u>	x	<u>2022 Rate/Hr</u>	=	<u>Labor Cost</u>
Vice President	174		\$260.00		\$45,240.00
Sr. Associate	499		\$225.00		\$112,275.00
Sr. Prof. III	515		\$188.00		\$96,820.00
Sr. Prof. II	266		\$175.89		\$46,786.74
Sr. Prof. I	413		\$157.55		\$65,068.15
Prof. IV	752		\$143.64		\$107,959.82
Prof. III	4		\$137.85		\$551.40
Sr. Drafter	188		\$147.00		\$27,636.00
Drafter	13		\$98.43		\$1,279.59
Clerical	72		\$90.47		\$6,513.84
2022 SUBTOTAL - SC	2,896				\$510,130.54
			Salary Escalation (SE) 5%		\$25,506.53
			Total Personnel Cost (SC+SE) =		\$535,637.07

OTHER DIRECT COSTS (ODCs):

Mileage	1,800 miles @	\$0.585	per mile	\$1,053.00
Vibrating Wire Piezometers (VWPs)	1 each @	\$600.00	per each	\$600.00
VWP Loggers	1 each @	\$850.00	per each	\$850.00
Parking	5 each @	\$20.00	per each	\$100.00
Postage, Shipping & Delivery	1 each @	\$250.00	total	\$250.00
Sample boxes	4 each @	\$45.00	per each	\$180.00
Core boxes	18 each @	\$35.00	per each	\$630.00
Rock Core Box Shipping	1 each @	\$1,500.00	total	\$1,500.00
Misc. Field supplies	1 each @	\$100.00	total	\$100.00
Snohomish Co. Per Diem	2 each @	\$190.00	total	\$380.00
Color copies	100 each @	\$1.50	per each	\$150.00
Reproduction	500 each @	\$0.15	per each	\$75.00
<i>Laboratory Tests</i>				
Moisture content	40 each @	\$24.00	per each	\$960.00
Grain size - sieve	8 each @	\$145.00	per each	\$1,160.00
Grain size - combined	8 each @	\$295.00	per each	\$2,360.00
Atterberg Limits	3 each @	\$205.00	per each	\$615.00
pH	2 each @	\$45.00	per each	\$90.00
Resistivity	2 each @	\$150.00	per each	\$300.00
Direct Shear (rock)	3 each @	\$775.00	per each	\$2,325.00
Unconfined compression tests (rock)	3 each @	\$300.00	per each	\$900.00
Rock Core Shipping	1 each @	\$350.00	per each	\$350.00
SUBTOTAL - ODCs				\$14,928.00

SUB COSTS:

Drilling VENDOR with Track Rig Access (3 borings / rock corings)	\$130,000
VENDOR (Traffic control plan + 4 days w/ 1 lane closed + 12 days w/ intermittent full closure)	\$15,000
SUBTOTAL - SUB COSTS	\$145,000.00

GRAND TOTAL - ESTIMATED FEE (with 5% Escalation on SCs):

\$695,565.07

Notes:

- 1) Any permits or permitting work necessary for the field and exploration activities will be provided by others. Shannon & Wilson will provide the traffic control plans for the permitting application.
- 2) Any structure or vegetation clearing required to access the proposed or historical exploration locations will be completed by others.
- 3) Majority of work to be performed in 2023. A 5% escalation included in cost to account for this future work.

Fee Schedule

Subconsultant: Shannon & Wilson

Position Classification	Direct Salary Rate	ICR @191.31%	Profit @29.95%	Max Rate Per Hour
Sr. Vice Pres/President (T27/T28/T29)	\$80.93	\$154.83	\$24.24	\$260.00
Vice President (T25)	\$80.93	\$154.83	\$24.24	\$260.00
Sr. Associate (T23)	\$70.04	\$133.99	\$20.98	\$225.00
Associate (T22)	\$66.92	\$128.03	\$20.04	\$215.00
Sr. Professional III (T20)	\$58.52	\$111.95	\$17.53	\$188.00
Sr. Professional II (T19)	\$54.75	\$104.74	\$16.40	\$175.89
Sr. Professional I (T18)	\$49.04	\$93.82	\$14.69	\$157.55
Professional IV (T17)	\$44.71	\$85.53	\$13.39	\$143.64
Professional III (T16)	\$42.91	\$82.09	\$12.85	\$137.85
Professional II (T15)	\$34.24	\$65.50	\$10.25	\$110.00
Professional I (T14)	\$31.95	\$61.12	\$9.57	\$102.64
Sr. Consultant (C22)	\$80.93	\$154.83	\$24.24	\$260.00
Senior Drafter/Technician (S17 / S19)	\$45.76	\$87.54	\$13.70	\$147.00
Drafter/Technician (S09/S10/S11/S13/S15)	\$30.64	\$58.62	\$9.18	\$98.43
Administration (A15/A17/A19)	\$37.04	\$70.86	\$11.09	\$119.00
Clerical (A07/A09/A10/A11/A13)	\$28.16	\$53.87	\$8.43	\$90.47

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

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

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

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



**Washington State
Department of Transportation**

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

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

June 17, 2022

Shannon & Wilson, Inc.
400 N. 34th Street, Suite 100
Seattle, WA 98103

Subject: Acceptance FYE 2021 ICR – Cognizant Review

Dear Noelani Bevill:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 191.31% of Combined/Corporate (rate includes 0.08% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. 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.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Snohomish County Executive
- 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 WSP USA, Inc. whose address is 1001 Fourth Ave., Suite 3100, Seattle, WA 98154 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 Snohomish County 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.

WSP USA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

Snohomish County Executive

Executive Director

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

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

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

Signature

Date

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

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

WSP USA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

WSP USA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-22-004SB* are accurate, complete, and current as of 11/15/2022**.

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: WSP USA, Inc.

Signature

Title

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

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

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

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$5,000,000.00.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$5,000,000.00.

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

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

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

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

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

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

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit K Sample Consultant Documents

EXHIBIT K-2 Consultant Invoice (sample)

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

Invoice Date: January 5, 2019
 Invoice Number: 1001
 Project Name: Puget Park Drive Extension
 Project Number No. CC01-19
 Period: 12/1 – 12/31/18

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	\$0.56	75	\$42.00
Courier	\$11.13	1	\$11.13
Total Reimbursables:			\$53.13

SUBCONSULTANTS:

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

TOTAL DUE THIS INVOICE:

\$13,463.07

EXHIBIT K-3
Consultant Progress Report (sample)

PROJECT PROGRESS REPORT No. 1

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

TASKS ACCOMPLISHED:

Tasks Accomplished by XYZ Company:

- Participated in a project coordination meeting at County offices on 12/5/18. 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.