

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

Agreement Number: CCF04-21

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.		
Address 14432 SE Eastgate Way, Suite 400	Federal Aid Number N/A	
UBI Number 600 227 608	Federal TIN 93-0661195	
Execution Date Date of the Last Party to Sign	Completion Date December 31, 2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title 36 th /35 th Avenue W Improvement Project (164 th Street SW to SR 99)		
Description of Work <i>Provide all design services necessary to complete final plans, special provision preparation and estimates (PS&E) for approximately one mile of 36th/35th Ave West (164th Street SW to SR 99) near the City of Lynnwood in unincorporated Snohomish County..</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$317,092.62

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between Snohomish County, a political subdivision of the State of Washington, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents 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: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett, State: WA Zip: 98201
Email: Gidget.ames@snoco.org
Phone: 425-262-2360
Facsimile: N/A

If to CONSULTANT:

Name: Anthony Wilen
Agency: David Evans and Associates, Inc.
Address: 14432 SE Eastgate Way, Ste 400
City: Bellevue State: WA Zip: 98007
Email: aow@deainc.com
Phone: 425-586-9769
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.

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

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

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

VI. Sub-Contracting

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

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

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

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

All reimbursable direct labor, indirect cost rate, direct non-salary costs and 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 contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

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

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: Gidget Ames
Agency: Snohomish County
Address: 3000 Rockefeller Ave, M/S 607
City: Everett State: WA Zip: 98201
Email: gidget.ames@snoco.org
Phone: 425-262-2360
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 part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "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

Date

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

CONTRACT TEMPLATE ONLY

REVIEWED ONLY:

George B. Marsh
Deputy Prosecuting Attorney
Date: 07/28/2021

**36th/35th Avenue W Improvement Project
(164th Street SW to SR 99)
County Contract CCF04-21**

**SCOPE OF SERVICES
FINAL DESIGN SERVICES**

Prepared for:
SNOHOMISH COUNTY

Prepared by:
DAVID EVANS AND ASSOCIATES, INC.
415 - 118th Avenue SE
Bellevue, WA 98005-3518
(425) 519-6500

September 10, 2021

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SCOPE OF SERVICES

Element 1.0 Project Description, Design Criteria, and Deliverables

1.1 Project Description

AGENCY in the preparation of the 36th/35th Avenue West Improvements Project (PROJECT). The work to be performed consists of engineering and preparing final plans, special provision preparation, and estimates (PS&E) for approximately one mile of 36th/35th Avenue West.

Previously, the PROJECT has been completed through the 90% design level. This was conducted as a single segment from the intersection of 164th Street SW to SR 99. The project will continue to be produced as a single design package, however, the estimate will be broken down into two groups for use in potential grant funding. Segment 1 will include the southern half of the full PROJECT corridor, from 164th Street SW to just before 156th Street SW. Segment 2 will include the intersection of 35th Avenue W & 156th Street SW and extend northward to the northern PROJECT limits, at SR 99.

CONSULTANT services may include, but shall not be limited to the preparation of: roadway design, TESC and site preparation, ADA curb ramps, driveways, structural design for retaining walls, stormwater/drainage, traffic signal modifications, signing/stripping, final PS&E, and bidding support services.

1.2 Design Criteria

The design and final PS&E will be based on the requirements of the Snohomish County Engineering Design & Development Standards (EDDS), Snohomish County Codes and procedures including Stormwater/Drainage Section SCC 30.63A, and grading and critical area regulations. In addition the following documents will be used as reference guides: WSDOT Design Manual, WSDOT Traffic Manual, 2017 Snohomish County Drainage Manual, Washington DOE Stormwater Management Manual for Western Washington, Transportation Improvement Board design standards, Local Agency Guidelines, MUTCD, and AASHTO design guidelines.

1.3 Project Deliverables Furnished by the CONSULTANT

CONSULTANT shall maintain hard copy and electronic project files for pertinent work items. These files will be delivered to the AGENCY at the conclusion of the design phase. The AGENCY review sets will be returned with each subsequent revision illustrating how review comments were addressed. In addition to these project files, the CONSULTANT shall prepare and/or deliver the following documents and products to the AGENCY as part of this agreement:

- Monthly progress reports and invoices (including subconsultants, as applicable).
- Agendas and meeting minutes for coordination meetings.
- Change management tracking spreadsheet and Supplemental Agreements.
- Draft and Final Design Reports with Appendices.
- Comment response matrices from submittals.
- 95%, 100%, and Bid Ready Plans, Special Provisions, Summary of Quantities, and Estimate Submittals for the PROJECT.
- Attend and participate in pre-bid meeting.
- Prepare response to bidder questions and bid document addenda.

1.4 Responsibilities and Services Provided by the AGENCY

The AGENCY will:

- Provide direction of work tasks to the CONSULTANT.

- Provide all newly available existing as-built plans, GIS maps, and other mapping information to the CONSULTANT.
- Provide any new topographic survey prepared by the AGENCY for the PROJECT.
- Provide a design review matrix prepared by the AGENCY to the CONSULTANT as a guide to use when preparing the design submittals for the AGENCY, if applicable.
- Review submittals made to the AGENCY within an agreed upon time, and return them to the CONSULTANT with written consolidated comments regarding changes or revisions needed.
- Prepare PROJECT Survey Control Plan.
- Provide landscaping details required for preparation of Landscaping Plan.
- Prepare Contract Document and Specifications.

1.5 Project Assumptions

- The basis of project design for 35th/36th Avenue West will be a 3-lane section with bike lanes, landscape buffer and sidewalk on both sides. The project will tie into the existing features at the signalized intersections of 164th Street SW, 156th Street SW, and 148th Street SW. It is anticipated that there will be no changes to the roadway section between 148th Street SW and Highway 99, other than pavement overlay.
- Drawings will be prepared in AutoCAD format and drawn at a scale of one-inch equals twenty feet for full-size plans (22"x34") and one inch equals forty feet for half-size plans (11"x17").
- Civil 3D design software will be utilized for purposes of developing horizontal and vertical alignments, and roadway sections, for the corridor.
- The duration for the PROJECT as outlined in this scope of services document is assumed to be 48 months.
- DEA reserves the opportunity to shift budget between work tasks and between labor and expenses.
- No community involvement tasks are identified as part of this scope of Work.
- The PROJECT drainage report has been completed and finalized prior to this Scope of Work. No additional tasks are identified.

Element 2.0 Project Management and Quality Control

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

2.1 Project Management

The CONSULTANT shall provide direction to staff and review of their work over the course of the PROJECT. This work element includes preparing monthly progress reports including the status of individual work elements, number of meetings attended, outstanding information required, and work items planned for the following month.

Periodic monitoring of the project budget will occur over the course of the PROJECT. Assessment of current project status, as well as projections of future status, shall be developed by the CONSULTANT. This work element is intended to help monitor costs and budgets, and to propose corrective actions. These actions could include formal requests for budget increases, or scope modifications or reductions.

Drawings and documents received and generated over the course of the PROJECT require review, coordination, and file management. This information will be filed to facilitate ready and selective retrieval.

Assumptions:

- Meetings with AGENCY staff are anticipated to occur digitally over software such as Zoom or Teams. As needed and approved by local health and safety organizations, in-person meetings may occur.

- Duration of the PROJECT will be 48 months.

2.2 Subconsultant Coordination

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

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

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

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

2.3 Monthly Progress Reports and Invoices

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

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

Deliverables:

- Monthly progress reports and invoices. All invoices will be submitted electronically only. (49 total, one for each month, 48, and one final invoice).

2.4 Coordination Meetings

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

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

Meetings:

- Monthly coordination meetings (48 Total).

Deliverables:

- Agendas and meeting minutes for coordination meetings.

2.5 Quality Assurance/Quality Control Review

This work element is for QA/QC review of CONSULTANT deliverables by a designated QA/QC staff member of the CONSULTANT team. The review will cover documents; reports; plans, specifications, and cost estimates; and pertinent information on an ongoing basis. The program entails the periodic review of study criteria, design, and assumptions, as well as concepts and presentation of product format; and assures that the overall project objectives are being fulfilled.

The CONSULTANT shall continue to operate under the PROJECT's original QA/QC plan, that will be followed during the duration of the project.

2.6 Change Management

The Project Managers from the AGENCY and the CONSULTANT are responsible for managing changes to the scope and schedule. The AGENCY is responsible for the authorization of any changes to the scope, budget, and/or schedule. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the Project Manager as early as possible. The Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule. The Project Manager will be prepared to explain the effect of the change to the team, so schedules and budgets can be adjusted.

The AGENCY is responsible to review requests by the CONSULTANT for potential changes in scope, schedule and budget. The AGENCY and CONSULTANT shall negotiate, in good faith, a written change to scope, schedule and budget that is agreeable to both parties.

Any work done by the CONSULTANT outside of the scope of services without written authorization by the AGENCY shall not be compensated by the AGENCY.

Deliverables:

- Change management tracking spreadsheet.
- Supplemental Agreements

Element 3.0 Survey

3.1 Topographic Survey

No specific topographical survey has identified as part of this scope. However the CONSULTANT and AGENCY have agreed to include time for limited survey activities by the CONSULTANT.

If the need for survey arises, written documentation between the AGENCY and CONSULTANT on specific survey tasks shall be identified in electronic or written documentation for the file. The CONSULTANT shall not use this pre-approved time without authorization by the AGENCY.

Assumptions:

- If survey work is authorized, the AGENCY shall obtain all necessary permits and/or right-of-entry documentation in preparation for survey work.
- The AGENCY shall prepare and submit a ROW permit along with traffic control plans to perform the topographic survey work.

Deliverables:

- No deliverables identified as part of this Scope of Work.

Element 4.0 Environmental Documentation

4.1 Environmental Documentation

The purpose of the environmental documentation element is to address any remaining questions or comments generated by the AGENCY or Agency review partners from the documentation task completed in the separate (previous) contracted work. This scope of work is limited to the hours budgeted in the fees for services portion of this agreement.

Assumptions:

- It is assumed that the CONSULTANT will attend up to one (1) digital video meeting with two (2) staff, for two (2) hours.

Deliverables:

- No deliverables identified as part of this Scope of Work. It is anticipated that previous documents (such as Environmental Justice report, ESA, etc. could be revised and resubmitted).

4.2 Critical Area Report

Prior to this contract, the AGENCY has provided the CONSULTANT comments to be addressed on the existing Critical Area Report. This scope of work would be to address previously submitted comments and complete revisions to the Critical Area Report, submit for review, and make one round of additional changes based on AGENCY comments.

Assumptions:

- It is assumed that the CONSULTANT will attend up to one (1) digital video meeting with two (2) staff, for two (2) hours.
- It is assumed that the CONSULTANT will conduct one (1) site visit with two (2) staff, for two (2) hours.
- It is assumed one round of reviews on the revised CAR will be completed.

Deliverables:

- Electronic copy of updated Critical Area Report based on AGENCY comments.
- Electronic copy of Final Critical Area Report

4.3 Environmental Permitting

No AGENCY permits are anticipated for the PROJECT. If it is determined that AGENCY permits are needed in the future, additional services will be provided in a supplement to the contract.

4.4 Stormwater Pollution Prevention Plan (SWPPP)

The CONSULTANT shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the DOE's 2019 Stormwater Management Manual for Western Washington. Temporary Erosion and Sediment Control Plans prepared will be utilized for the drawing portion of the SWPPP.

Deliverables:

- Electronic copy of Draft SWPPP
- Electronic copy of Final SWPPP

Element 5.0 Design Reports**5.1 Design Report**

In 2011 a "Revised 30% Design Report" was completed for the PROJECT. This task will update the Design Report based on the final design progress (based on 100% plans deliverable). Updates to the document will include the fact sheet, summary, project description, design elements, project documents, design information summary, project cost estimate, and ROW acquisition areas table.

Assumptions:

- No new traffic modeling work is included in this Scope of Work.
- All original photos for the Design Report will remain. No new site photos will be taken/updates as part of this Scope of Work.
- Only one Design Report will be prepared to encompass the entire PROJECT corridor.

- If current design elements no longer meet current standards, they will be documented as such in the Design Report and may result in design plan revisions.

Deliverables:

- Electronic copy of Draft 100% Design Report with Appendices
- Electronic copy of Final 100% Design Report with Appendices

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

6.1 Utility Coordination

The CONSULTANT will transmit a digital copy of the plans at the 95% milestone submittals to the AGENCY for submittal to the utility providers. The need for utility relocations (if any) will be identified. Utility agencies will be asked to verify the accuracy and location of their respective facilities. The AGENCY shall lead coordination with affected utilities with support from CONSULTANT.

The CONSULTANT will provide identification, documentation, and a proposal resolution of potential subsurface conflicts between existing utilities and proposed AGENCY facilities. The CONSULTANT will also provide identification, documentation, and a proposal resolution of potential surface and aboveground conflicts between existing utilities and proposed AGENCY facilities.

Assumptions:

- 43 potholes were previously conducted in 2019. No new potholing is included in this scope of work.

Deliverables:

- Transmittal of the plans at 95% submittal phase to AGENCY for submittal to utility providers.

6.2 Addressing 90% Comments

In late 2019, the CONSULTANT provided the AGENCY with completed 90% plans and estimate for the PROJECT. The AGENCY has design comments regarding that submittal. The AGENCY will provide a consolidated list of comments/questions to the CONSULTANT to address and to include into future design deliverables. CONSULTANT shall prepare comment response letter/matrix from the 90% submittal.

Deliverables:

- Comment response letter/matrix from 90% submittal as electronic copy.

6.3 95% Plans Preparation and Submittal

All of the previous standards CAD standards shall apply. Symbols used by the CONSULTANT in the plans shall follow APWA standards. If the symbols are not in the APWA standards, then Washington State Department of Transportation standard symbols shall be used.

The CONSULTANT's Engineer's Estimate shall be included with the submittal. The Engineer's Estimate will include an itemized list in tabular form describing: section, item, number of units (quantity), estimated unit costs, and total cost, with the understanding that any cost opinion or Engineer's Estimate provided by the CONSULTANT will be on the basis of experience and judgment. The estimate shall be prepared using standard unit costs and lump sum prices. The bid items to be listed in the "Bid Proposal" within the specifications shall be prepared from this information by the CONSULTANT and submitted to the AGENCY. The estimate will be broken down into two groups, Group 1 which will include the southern half of the full PROJECT corridor, from 164th Street SW to just before 156th Street SW. Group 2 will include the intersection of 35th Avenue W & 156th Street SW and extend northward to the northern PROJECT limits, at SR 99.

The CONSULTANT's 95% submittal shall include drawings, quantities, special provisions, and the Engineer's estimate. All agreed upon 90% plan submittal comments received in Task 6.2 of this scope of work shall be incorporated into the submittal. The AGENCY shall review the submittal and return a consolidated set of comments to the CONSULTANT.

Each of the 95% plan sets will include the following sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Survey Control Plan (Prepared by AGENCY)
- TESC Plan and Details
- Typical Roadway Sections
- Roadway Preparation Plan
- Roadway Plan and Profiles
- Overlay Plans from 148th Street SW to SR 99
- Curb Ramp Plans
- Drainage Plan and Profiles
- Driveway Plan/Profile/Details
- Retaining Wall Plan/Profile/Details
- Pavement Marking and Signing Plans
- Mailbox Relocation Plan
- Traffic Signal Plan, Schedule, and Details
- Interconnect and Illumination Plan
- Utility Informational Plan
- Landscaping Plan
- Traffic Control Plans (Traffic Control Plans for 148th Street SW to SR 99 overlay prepared by AGENCY)
- Pedestrian Detour Plan

Assumptions:

- The Survey Control Plan shall be completed by AGENCY.
- Traffic Control Plans for 148th Street SW to SR 99 overlay work prepared by AGENCY.
- Overlay between 148th Street SW and SR 99 will require no new survey. New basemapping (if not available from AGENCY, and separate from what the CONSULTANT currently has) will be done via aerial and GIS mapping.
- AGENCY to provide all landscaping details, varieties, spacing, layout, etc. CONSULTANT to prepare construction plans based on AGENCY guidelines. No irrigation plans are included in this Scope of Work.
- Project design work will be performed assuming basic design parameters that will be acceptable to the AGENCY as identified in Task 5.1. Examples include but are not limited to the use of standard proprietary retaining walls such as modular block walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.
- AGENCY and WSDOT standard plan references will be updated to the current versions.
- The retaining walls will be a combination of proprietary mechanically stabilized earth (MSE) or structural earth walls (SEW) walls, or cast-in-place (CIP) concrete WSDOT standard plan walls. Proprietary MSE/SEW walls and standard CIP concrete walls per WSDOT standard plans will not require structural analysis or custom detailing. No structural calculations will be provided by CONSULTANT.
- All illumination upgrades will be done by the Snohomish PUD. All lighting will be LED.

Deliverables:

- One electronic pdf copy of 95% complete plan set.
- One electronic Word document with 95% special provisions proposed by CONSULTANT.
- One electronic pdf copy of the 95% Cost Estimate. Cost estimate shall be broken down into two groups, Group 1 and Group 2 as identified above.
- One electronic pdf copy of the project quantities.

6.4 100% Submittal

The CONSULTANT 100% package shall include completed drawings, quantities, the special provisions, and the final Engineer's estimate for the PROJECT. The 95% PS&E Plan submittal comments shall be incorporated into the submittal. The CONSULTANT shall make no further changes to the documents without the approval of the AGENCY.

Deliverables:

- Comment response letter/matrix from 95% submittal.
- One electronic pdf copy of 100% complete plan set.
- One electronic Word document with 100% special provisions proposed by CONSULTANT.
- One electronic pdf copy of the 100% Cost Estimate. Cost estimate shall be broken down into two groups, Group 1 and Group two as identified above.
- One electronic pdf copy of the project quantities.

6.5 Bid Ready Documents

The CONSULTANT's Bid Ready package shall include completed drawings, quantities, special provisions, and the final Engineer's estimate. The 100% PS&E Plan submittal comments shall be incorporated into the submittal.

Deliverables:

- Comment response letter/matrix from 100% submittal.
- One electronic pdf copy of Bid Ready complete plan set, sheets stamped and signed by the CONSULTANT.
- One electronic Word document with any revisions to special provisions proposed by CONSULTANT.
- One electronic pdf copy of the Bid Ready Cost Estimate.
- One electronic copy of the project quantities.
- Final electronic CAD files.

Element 7.0 Bid and Award Support**7.1 Bid and Award Support**

The CONSULTANT shall provide assistance during the bid and award of the PROJECT construction contract. The following tasks will be provided by the CONSULTANT on an as-needed basis.

- The CONSULTANT shall attend and participate in a Pre-Bid meeting to assist the AGENCY in responding to questions and inquiries.
- If requested, the CONSULTANT shall assist the AGENCY during the bid period to answer any questions that arise concerning the PS&E documents, and will assist the AGENCY in preparing any addenda required.

Assumptions:

- This scope of work is limited to the hours budgeted in the fees for services portion of this agreement. Any additional bid and award support would be considered Optional Services as identified in Element 10.0.

Deliverables:

- Attend and participate in pre-bid meeting.
- Prepare response to bidder questions and bid document addenda.

Element 8.0 Geotechnical Services

The CONSULTANT and AGENCY have agreed to include time for geotechnical support during design and construction phases by the subconsultant. All geotechnical tasks for either design or construction services, written documentation between the AGENCY and CONSULTANT on specific tasks shall be identified in electronic or written documentation for the file. The CONSULTANT shall not use this pre-approved time without authorization by the AGENCY.

Work elements to be provided during the design and construction phases of the project include:

- Two (2) site visits by two (2) subconsultant staff.
- Geotechnical Analysis
- Hazardous Material Remediation

Assumptions:

This scope of work is limited to the hours budgeted in the fees for services portion of this agreement.

Deliverables:

- Attendance at site visits and site visit notes, as needed.
- Geotechnical analysis memo (draft and final, electronic submittal)
- Hazardous materials remediation recommendations memo (draft and final, electronic submittal)

Element 9.0 Construction Support**9.1 Design Services During Construction**

The role of the CONSULTANT and its team under this task is to respond to the AGENCY to assist in the resolution of design issues related to contract documents.

Activities:

- CONSULTANT to respond to minor Contractor Submittals as transmitted by the AGENCY. CONSULTANT to transmit major submittals such as shop drawings to the necessary staff, if warranted, and respond to the AGENCY in the designated or agreed upon time.
- Respond to Contractor Submittals such as Requests For Information, Deviations, and Substitutions related to the Contract Documents. CONSULTANT to provide the necessary response to the AGENCY in the designated or agreed upon time.
- Respond to field visit requests from AGENCY in support of Requests For Information, Deviations, Substitutions, etc.
- Respond to AGENCY Directed Change Notices and evaluate CONTRACTOR Change Requests in conjunction tasks below.
- Attend construction and progress meetings as needed and as directed by the AGENCY and review meeting minutes as appropriate for action items.

Assumptions:

- CONTRACTOR'S Construction Schedule to be provided by AGENCY.

9.2 Attendance at Project Construction Meetings

The CONSULTANT will attend the pre-construction meeting. For budgetary purposes, it is assumed the CONSULTANT will have one (1) staff member attend the pre-construction meeting for up to three (3) hours.

During the construction phase, there will be meetings that require CONSULTANT attendance. The duration and number of meetings that are actually held will vary, subject to the construction schedule. Some meetings may include field visits for site observations and field engineering by various engineering disciplines.

Activities:

- Appropriate CONSULTANT staff shall attend the meetings on an as-needed basis. CONSULTANT is responsible to manage the attendance of staff and subconsultants to meetings within the budget of Task 9.1.
- Perform field site visits, as requested by AGENCY.

Assumptions:

- AGENCY (or its Construction Management representative) to organize meetings and inform CONSULTANT if attendance is required.
- CONSULTANT shall not be responsible for inspection or acceptance of the work.
- A total of 10 site visits is estimated for this effort.
- CONSULTANT will provide self-transportation to meetings.
- If applicable, meetings shall be held electronically unless attendance is required on site.

Deliverables:

- Review and comment to meeting agenda and minutes as required. Preparation of meeting agenda and notes are 'By Others'.
- Attendance at meetings and notes, as needed for each meeting.

9.3 Review of Contractor Submittals

The CONSULTANT shall review submittals related to the permanent portions of the PROJECT, traffic control/TESS, and other non-permanent work as requested by AGENCY, for compliance with the Contract Documents and the intent of the design, and provide written remarks, comments and recommendations. Submittals will include those documents required of the CONTRACTOR by the CONTRACT DOCUMENTS and generally consist of mix-designs, product data/material samples, paint color lists and mix, and shop drawings.

CONSULTANT shall include specific review time by engineering staff knowledgeable in structural design to review the CONTRACTOR's retaining wall design and associated calculations.

Submittal review by CONSULTANT shall be only for conformance with the design intent of the CONTRACT DOCUMENTS and such review shall not make CONSULTANT responsible for such submittals, which remains with the CONTRACTOR. Conflicts will be brought to the AGENCY's attention.

Activities:

- Perform review of technical submittals for conformance with Contract Documents.

Assumptions:

- CONSULTANT is not responsible for maintaining the submittal log, coordinating submittals, or construction activities.
- AGENCY will provide submittals to be reviewed by the CONSULTANT electronically.
- AGENCY is responsible to ensure that work of the CONTRACTOR and its subcontractors/trades and the work in prior Submittals and Shop Drawings are coordinated.
- AGENCY has responsibility for managing interfaces between CONTRACTOR submittals from different trades/subcontractors in concurrent/consecutive space or time.
- AGENCY is responsible for review of the Temporary Erosion Control and Storm Water Pollution Prevention Plans.
- Except as noted below, CONSULTANT will respond to each single submittal with review comments no more than ten (10) working days after receipt of notice of submittal (or physical receipt of submittal) from AGENCY. CONSULTANT will notify AGENCY if a submittal cannot be reviewed within ten (10) working days and advise of the required duration to complete the review, and approval for additional time will not be unreasonably withheld. A total of 20 submittals have been estimated for this effort.

Deliverables:

- Submittal Review Comments returned as either word/text inputs. Submittal Review form inputs, or as mark-ups of shop drawings and specifications in PDF format.

9.4 Request for Information (RFI) and Substitution Requests

CONSULTANT shall review RFIs and provide responses to the AGENCY.

Activities:

- Respond to RFIs.
- Review of Substitution Requests.

Assumptions:

- AGENCY will maintain an RFI Log, track responses, and coordinate as needed. AGENCY will screen RFIs and transmit only those needing CONSULTANT response.
- Each RFI will be responded to within five (5) working days of receipt by the CONSULTANT team.
- If warranted CONSULTANT will request additional time from AGENCY to prepare the response.
- CONSULTANT will provide input on substitution requests, in conformance with intended use and applicability with design. AGENCY to provide final approval.
- It is estimated that this effort will include 20 RFI's and 5 substitution requests.

Deliverables:

- RFI responses in RFI Form and attachments as required for a full response.
- Recommendations for acceptance or rejection for Substitution Requests.

9.5 Owner Directed Change Notices

CONSULTANT shall assist AGENCY in preparing change notices that will be presented to the CONTRACTOR. These change notices will be for changes that AGENCY proposes to include in the Contract Documents to add or delete scope and/or to revise or supplement existing information.

Activities:

- Coordinate and prepare documentation (drawings/sketches, specifications, narrative, and required forms) necessary for AGENCY to issue a request for proposal from Contractor for owner-directed change orders.

- Monitor change notices for conflict with other aspects of the design, previously identified design changes, submittals, and shop drawings.

Assumptions:

- AGENCY shall review the CONTRACTOR'S proposed cost estimate and schedule impacts.
- Development of an independent cost estimate and schedule for the change is the responsibility of the AGENCY.
- CONSULTANT will provide appropriate level of CAD effort required for the change. Some changes will not require CAD file modifications until final AGENCY approval of change.
- A total of 3 revisions are estimated as part of this effort.

Deliverables:

- New, revised or amended Contract Documents signed and sealed by Engineer of Record.

9.6 Contractor Change Requests

CONSULTANT shall assist AGENCY in evaluating a change from the Contract Documents prepared by the CONTRACTOR.

Activities:

- Evaluation includes effect on project safety, quality and durability, and for conflict with other aspects of the design and previously identified changes, and may include recommendations to accept or reject the proposal.

Assumptions:

- CONSULTANT'S review of CONTRACTOR Change Requests shall be limited to technical and constructability impacts on related elements of the work and Design Manual, design intent, and code requirements.
- AGENCY shall review the CONTRACTOR'S proposed cost estimate and schedule impacts.
- AGENCY and CONSULTANT shall monitor change requests for conflict with previously approved submittals and shop drawings and safety certification.
- CONSULTANT shall not develop cost estimates or evaluate schedule impacts of proposed change
- Three (3) contractor change requests are estimated.

Deliverables:

- Electronic copy of review comments to CONTRACTOR change requests.

Element 10.0 Optional Services

“Optional Services” is to be utilized only for unforeseen added work that is not included in this AGREEMENT. The CONSULTANT shall obtain written authorization from the AGENCY prior to doing any work under Optional Services. The compensation amount for work under Optional Services must be agreed to prior to the commencement of the work. The AGENCY will not compensate the CONSULTANT for work under Optional Services without prior written authorization and agreement on the compensation amount.

Exhibit B
DBE Participation Plan

No Requirements.

Preparation and Delivery of Electronic Engineering and Other Data

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

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

Two (2) Copies	Utility Conflict Plan/Spreadsheet (1 Excel and 1 PDF)
Two (2) Sets	60% Plans (Half-size) (1 bound and 1 unbound)
One (1) Set	60% Plans (Full-size)
One (1) Set	60% Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	60% Engineer's Estimate using AGENCY 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 AGENCY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	60% Drainage Report (1 bound, 1 unbound and 1 PDF)

90% DESIGN SUBMITTAL

Two (2) Copies	Documentation of Utility Conflict Resolution (1 Excel and 1 PDF)
Two (2) Sets	90% Plans (Half-size) (1 bound and 1 unbound)
Two (2) Sets	90% Plans (Full-size)
One (1) Set	90% Plans - Civil 3D Etransmit file for each drawing in the plan set or if using sheet sets an Etransmit file of the sheet set and Plan set in PDF format on CD(s)
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	90% Engineer's Estimate using AGENCY 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 AGENCY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	Stormwater Pollution Prevention Plan (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Comment Response (Word format)

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

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

One (1) Copy the AGENCY 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 AGENCY 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 AGENCY 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 AGENCY intends to issue an updated version of the Public Works CADD Standards Package every February. In addition, the AGENCY may upgrade to a newer version of Autodesk civil engineering software during the term of this AGREEMENT. If this should occur and the AGENCY determines the upgrade to be a necessary requirement of this AGREEMENT, the AGENCY 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 AGENCY'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 AGENCY. 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>

Fee Schedule

Consultant: David Evans and Associates, Inc.

Position Classification	Direct Salary Rate	ICR @ <u>170.81%</u>	Profit @ <u>27.45%</u>	Max Rate Per Hour
Administrative Assistant II (ADM2)	\$21.91	\$37.42	\$6.01	\$65.35
Administrative Assistant II (ADM3)	\$27.50	\$46.97	\$7.55	\$82.02
Administrative Assistant IV (ADM4)	\$39.00	\$66.62	\$10.71	\$116.32
CAD Technician I (CAD1)	\$24.46	\$41.78	\$6.71	\$72.95
CAD Technician II (CAD2)	\$38.56	\$65.86	\$10.58	\$115.00
CAD Technician III (CAD3)	\$35.00	\$59.78	\$9.61	\$104.39
CAD Technician IV (CAD4)	\$38.56	\$65.86	\$10.58	\$115.00
CAD Technician V (CAD5)	\$38.56	\$65.86	\$10.58	\$115.00
Communications Specialist (CSPT)	\$43.59	\$74.45	\$11.96	\$130.00
Controller I	\$39.23	\$67.00	\$10.77	\$117.00
Designer I (DES1)	\$34.00	\$58.08	\$9.33	\$101.41
Designer II (DES2)	\$42.25	\$72.16	\$11.60	\$126.00
Designer III (DES3)	\$46.44	\$79.32	\$12.75	\$138.50
Designer III (DES3) - Orion Ahrensfield	\$51.50	\$87.96	\$14.14	\$153.60
Designer IV (DES4)	\$50.63	\$86.48	\$13.90	\$151.00
Engineering Designer I (END1)	\$37.60	\$64.22	\$10.32	\$112.15
Engineering Designer II (END2)	\$43.10	\$73.62	\$11.83	\$128.55
Engineering Designer III (END3)	\$46.52	\$79.46	\$12.77	\$138.75
Engineer III (ENG3)	\$50.63	\$86.48	\$13.90	\$151.00
Engineer IV (ENG4)	\$55.99	\$95.64	\$15.37	\$167.00
Engineer V (ENG5)	\$59.01	\$100.79	\$16.20	\$176.00
Engineer V (ENG5) - Nathan Wong	\$63.23	\$108.00	\$17.36	\$188.59
Engineer VI (ENG6)	\$62.70	\$107.09	\$17.21	\$187.00
Engineer VII (ENG7)	\$80.47	\$137.45	\$22.09	\$240.00
GIS Analyst II (GIA2)	\$38.56	\$65.86	\$10.58	\$115.00
GIS Analyst III (GIA3)	\$40.76	\$69.62	\$11.19	\$121.57
GIS Analyst IV (GIA4)	\$46.00	\$78.57	\$12.63	\$137.20
GIS Manager (GISM)	\$48.62	\$83.04	\$13.34	\$145.00
Graphic Designer II (GRD2)	\$38.56	\$65.86	\$10.58	\$115.01
Graphic Designer III (GRD3)	\$39.06	\$66.72	\$10.72	\$116.50
Hydrographer I (HYD1)	\$25.48	\$43.52	\$6.99	\$76.00
Hydrographer II (HYD2)	\$27.51	\$46.99	\$7.55	\$82.05
Hydrographer III (HYD3)	\$37.00	\$63.20	\$10.16	\$110.36
Hydrographer IV (HYD4)	\$49.50	\$84.55	\$13.59	\$147.64
Hydrographer V (HYD5)	\$58.67	\$100.22	\$16.11	\$175.00
Intern I (INT1)	\$18.37	\$31.38	\$5.04	\$54.79
Intern II (INT2)	\$22.00	\$37.58	\$6.04	\$65.62
Landscape Architect II (LAR2)	\$35.51	\$60.65	\$9.75	\$105.90

Position Classification	Direct Salary Rate	ICR @170.81%	Profit @27.45%	Max Rate Per Hour
Landscape Architect III (LAR3)	\$37.40	\$63.88	\$10.27	\$111.55
Landscape Architect IV (LAR4)	\$46.00	\$78.57	\$12.63	\$137.20
Landscape Architect V (LAR5)	\$52.00	\$88.82	\$14.27	\$155.10
Landscape Designer I (LAD1)	\$25.20	\$43.04	\$6.92	\$75.16
Landscape Designer IV (LAD4)	\$44.84	\$76.59	\$12.31	\$133.74
Oceanographer (OCGR)	\$49.12	\$83.90	\$13.48	\$146.51
Office Survey Technician IV (OST4)	\$36.50	\$62.35	\$10.02	\$108.86
Office Survey Technician V (OST5)	\$37.00	\$63.20	\$10.16	\$110.36
Party Chief I (PCF1)	\$31.50	\$53.81	\$8.65	\$93.95
Party Chief II (PCF2)	\$38.00	\$64.91	\$10.43	\$113.34
Party Chief III (PCF3)	\$45.50	\$77.72	\$12.49	\$135.71
Party Chief IV (PCF4)	\$45.60	\$77.89	\$12.52	\$136.00
Planner I (PLN1)	\$30.57	\$52.22	\$8.39	\$91.18
Planner II (PLN2)	\$45.00	\$76.86	\$12.35	\$134.22
Planner III (PLN2)	\$50.79	\$86.76	\$13.94	\$151.50
Planner IV (PLN4)	\$50.79	\$86.76	\$13.94	\$151.50
Project Accountant II (PAC2)	\$30.94	\$52.85	\$8.49	\$92.28
Project Accountant III (PAC3)	\$35.58	\$60.77	\$9.77	\$106.12
Project Accountant IV (PAC4)	\$39.23	\$67.00	\$10.77	\$117.00
Project Accountant V (PAC5)	\$39.23	\$67.00	\$10.77	\$117.00
Project Coordinator I (PJC1)	\$18.81	\$32.13	\$5.16	\$56.10
Project Coordinator II (PJC2)	\$26.50	\$45.26	\$7.27	\$79.04
Project Coordinator III (PJC3)	\$32.86	\$56.13	\$9.02	\$98.01
Project Coordinator IV (PJC4)	\$36.40	\$62.17	\$9.99	\$108.57
Project Manager I (PJM1)	\$47.00	\$80.28	\$12.90	\$140.18
Project Manager II (PJM2)	\$57.00	\$97.36	\$15.65	\$170.01
Project Manager III (PJM3)	\$59.01	\$100.79	\$16.20	\$176.00
Project Manager III (PJM3) - Anthony Wilen	\$64.00	\$109.32	\$17.57	\$190.89
Project Manager IV (PJM4)	\$59.85	\$102.22	\$16.43	\$178.50
Project Manager IV (PJM4) - Manuel Feliberti	\$84.20	\$143.82	\$23.11	\$251.13
Project Manager V (PJM5)	\$64.04	\$109.38	\$17.58	\$191.00
Project Manager VI (PJM6)	\$67.06	\$114.54	\$18.41	\$200.00
QA/QC Specialist II (QAC2)	\$33.89	\$57.89	\$9.30	\$101.08
QA/QC Specialist III (QAC3)	\$42.58	\$72.73	\$11.69	\$127.00
QA/QC Specialist IV (QAC4)	\$47.94	\$81.89	\$13.16	\$143.00
Right of Way Specialist (RWSP)	\$34.68	\$59.24	\$9.52	\$103.44
Scientific Instrument Tech I (Marine) (SIT1)	\$25.07	\$42.82	\$6.88	\$74.77
Scientist II (SCI2)	\$31.00	\$52.95	\$8.51	\$92.46
Scientist III (SCI3)	\$35.67	\$60.93	\$9.79	\$106.39
Scientist IV (SCI4)	\$45.00	\$76.86	\$12.35	\$134.22

Position Classification	Direct Salary Rate	ICR @170.81%	Profit @27.45%	Max Rate Per Hour
Sr. Project Manager I (SPM1)	\$62.70	\$107.09	\$17.21	\$187.00
Sr. Project Manager II (SPM2)	\$67.06	\$114.54	\$18.41	\$200.00
Sr. Project Manager III (SPM3)	\$73.76	\$125.99	\$20.25	\$220.00
Sr. Project Manager IV (SPM4)	\$80.47	\$137.45	\$22.09	\$240.00
Support Services Specialist II (SSI2)	\$19.00	\$32.45	\$5.22	\$56.67
Support Services Specialist III (SSI3)	\$24.00	\$40.99	\$6.59	\$71.58
Support Services Specialist IV (SSI4)	\$26.14	\$44.65	\$7.18	\$77.97
Support Services Specialist V (SSI5)	\$32.69	\$55.84	\$8.97	\$97.50
Support Services Specialist VII (SSI7)	\$39.23	\$67.00	\$10.77	\$117.00
Survey Analyst I (SAN1)	\$39.23	\$67.00	\$10.77	\$117.00
Survey Analyst II (SAN2)	\$43.59	\$74.45	\$11.96	\$130.00
Survey Manager I (SVM1)	\$50.00	\$85.41	\$13.73	\$149.13
Survey Manager II (SVM2)	\$57.00	\$97.36	\$15.65	\$170.00
Survey Manager III (SVM3)	\$57.00	\$97.36	\$15.65	\$170.00
Survey Technician I (SVT1)	\$21.76	\$37.17	\$5.97	\$64.90
Survey Technician II (SVT2)	\$25.76	\$44.00	\$7.07	\$76.83
Survey Technician III (SVT3)	\$29.50	\$50.39	\$8.10	\$87.99
Survey Technician IV (SVT4)	\$31.50	\$53.81	\$8.65	\$93.95
Survey Technician V (SVT5)	\$43.59	\$74.45	\$11.96	\$130.00
Surveyor I (SVY1)	\$48.00	\$81.99	\$13.18	\$143.16
Surveyor II (SVY2)	\$50.29	\$85.90	\$13.81	\$150.00
Surveyor III (SVY3)	\$50.29	\$85.90	\$13.81	\$150.00
Surveyor IV (SVY4)	\$50.29	\$85.90	\$13.81	\$150.00
Technical Writer (TECW)	\$32.88	\$56.16	\$9.03	\$98.07
Remote Pilot I (RPL1)	\$23.95	\$40.91	\$6.57	\$71.43
Remote Pilot II (RPL2)	\$34.65	\$59.19	\$9.51	\$103.35
Remote Pilot III (RPL3)	\$43.59	\$74.45	\$11.96	\$130.00
Flight Operations Manager (FLOM)	\$57.00	\$97.36	\$15.65	\$170.00

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.

Exhibit E

Sub-consultant Cost Computations

SnoCo 35th/36th Ave Final Design
Firm: GeoEngineers

Approved Overhead:	197.12%
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Task/Category #	Description	Total Hours	Staff							SUBTOTAL Fully Burdened	TASK EXPENSES	TASK SUBTOTAL
			Principal	Associate	Senior Engineer/Scientist 2	Engineer 3	Scientist 2	Administrator 3				
			\$75.18	\$61.62	\$55.00	\$40.31	\$32.64	\$60.05				
			\$244.00	\$200.00	\$178.50	\$130.83	\$105.94	\$117.00				
2	Project Management, Controls, and Administration											
2.1	Project Management	0							\$ -		\$ -	
2.2	Subconsultant Coordination	0							\$ -		\$ -	
2.3	Monthly Progress Reports and Invoices	0							\$ -		\$ -	
2.4	Coordination Meetings	0							\$ -		\$ -	
2.5	Quality Assurance/Quality Control Review (Shown in tasks below)	0							\$ -		\$ -	
2.6	Change Management	0							\$ -		\$ -	
3	Survey											
3.1	Topographical Survey	0							\$ -		\$ -	
4	Environmental Documentation											
4.1	Environmental Documentation	0							\$ -		\$ -	
4.2	Critical Area Report	0							\$ -		\$ -	
4.3	Environmental Permitting	0							\$ -		\$ -	
4.4	Stormwater Pollution Prevention Plan (SWPPP)	0							\$ -		\$ -	
5	Design Reports											
5.1	Design Report	0							\$ -		\$ -	
6	Final Design Plans, Special Provisions, and Estimates											
6.1	Utility Coordination	0							\$ -		\$ -	
6.2	Addressing 90% Comments	0							\$ -		\$ -	
6.3	95% Plans Preparation and Submittal	0							\$ -		\$ -	
6.4	100% Submittal	0							\$ -		\$ -	
6.5	Bid Ready Documents	0							\$ -		\$ -	
7	Bid and Award Support											
7.1	Bid and Award Support	0							\$ -		\$ -	
8	Geotechnical Services											
8.1	Geotechnical Services	75	5	15	10	20	10	15	\$ 11,436.00	\$ 5,000.00	\$ 16,436.00	
9	Construction Support											
9.1	Design Services During Construction	0							\$ -		\$ -	
9.2	Attendance at Project Construction Meetings	0							\$ -		\$ -	
9.3	Review of Contractor Submittals	0							\$ -		\$ -	
9.4	Request for Information (RFI) and Substitution Requests	0							\$ -		\$ -	
9.5	Owner Directed Change Notices	0							\$ -		\$ -	
9.6	Contractor Change Requests	0							\$ -		\$ -	
	Total Hours	75	5	15	10	20	10	15	\$ 11,436.00	\$ 5,000.00	\$ 16,436.00	

\$ 11,436.00	\$ 5,000.00	\$ 16,436.00
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Fee Schedule

Subconsultant: GeoEngineers

Position Classification	Direct Salary Rate	ICR @197.12%	Profit @27.45%	Max Rate Per Hour
Principal	\$75.18	\$148.19	\$20.64	\$244.00
Associate	\$61.62	\$121.47	\$16.91	\$200.00
Senior Engineer / Scientist 2	\$55.00	\$108.41	\$15.10	\$178.50
Senior Engineer / Scientist 1	\$51.96	\$102.42	\$14.26	\$168.65
Project Engineer / Scientist 2	\$49.79	\$98.15	\$13.67	\$161.60
Project Engineer / Scientist 1	\$43.54	\$85.83	\$11.95	\$141.32
Engineer 3	\$40.31	\$79.46	\$11.07	\$130.83
Engineer 2	\$37.95	\$74.81	\$10.42	\$123.17
Engineer 1	\$33.18	\$65.40	\$9.11	\$107.69
Scientist 3	\$36.49	\$71.93	\$10.02	\$118.44
Scientist 2	\$32.64	\$64.34	\$8.96	\$105.94
CAD Design Coordinator	\$44.67	\$88.06	\$12.26	\$145.00
CAD Designer	\$35.43	\$69.84	\$9.73	\$115.00
Lead Technician	\$32.35	\$63.77	\$8.88	\$105.00
Senior Technician	\$28.15	\$55.49	\$7.73	\$91.37
Technician	\$23.23	\$45.79	\$6.38	\$75.40
Administrator 3	\$36.05	\$71.06	\$9.90	\$117.00
Administrator 2	\$34.62	\$68.24	\$9.50	\$112.37
Administrator 1	\$20.33	\$40.07	\$5.58	\$65.99

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.

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, (*Title of Modal Operating 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 Modal Operating Administration 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 Modal Operating Administration 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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 (*Title of Modal Operating 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
- 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 David Evans and Associates, Inc. whose address is 14432 SE Eastgate Way, Suite 400, Bellevue, WA 98007, and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

I hereby certify that I am the:

Snohomish County Executive

Executive Director

of Snohomish County Washington, and that David Evans and Associates, 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 the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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.

David Evans and Associates, 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.

David Evans and Associates, 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 SS-005-21BT are accurate, and complete, and current as of 08/11/2021.

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

Firm: David Evans and Associates, Inc.

Signature

Title

Date of Execution: 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 \$_____.

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

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

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

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

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

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

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

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

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 – 12/31/19

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 12/5/19. 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, 2020	
Traffic Analysis Report	December 5, 2019	December 8, 2019
Revised Design Report	December 12, 2019	December 19, 2019

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: \$ 4,901.17

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.