

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

Agreement Number: CCF01-17

Firm/Organization Legal Name (do not use dba's): Pertee Inc.		
Address 2707 Colby Avenue, Suite 900	Federal Aid Number N/A	
UBI Number 601 288 065	Federal TIN or SSN Number 91-1505037	
Execution Date <div style="text-align: center;">2/27/2017</div>	Completion Date 12/31/2019	
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 <b>35<sup>th</sup> Ave SE - Phase 2 Roadway Improvements</b>		
Description of Work <i>Provide complete Plans, Specifications, and Estimates (PS&amp;E), Drainage Report and Utility Coordination necessary to complete design for the proposed improvements to 35th Ave SE between SR 524 (York Road) to 180<sup>th</sup> St SE, east of the Mill Creek city limits, in unincorporated Snohomish County.</i>		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable:    \$644,300.00	

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THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between Snohomish County, 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.

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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.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

**If to AGENCY:**

Name: Lori White  
Agency: Snohomish County  
Address: 3000 Rockefeller  
City: Everett State: WA Zip: 98201  
Email: [Lori.White@snoco.org](mailto:Lori.White@snoco.org)  
Phone: 425-388-3536  
Facsimile: 425-388-6449

**If to CONSULTANT:**

Name: Crystal Donner, PE  
Agency: Perteet Inc.  
Address: 2707 Colby Avenue, Suite 900  
City: Everett State: WA Zip: 98201  
Email: [CrystalD@Perteet.com](mailto:CrystalD@Perteet.com)  
Phone: 425-252-7700  
Facsimile: 425-339-6018

#### **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.

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## 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](http://www.ecfr.gov)).

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

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

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

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

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

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

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10-Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY 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. The monthly billings shall be supported by detailed statements 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.

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## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

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

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## 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.

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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. This waiver has been mutually negotiated by the Parties.

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

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

## Insurance Coverage

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

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

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

Name: Lori White  
Agency: Snohomish County  
Address: 3000 Rockefeller  
City: Everett                      State: WA                      Zip: 98201  
Email: [Lori.White@snoco.org](mailto:Lori.White@snoco.org)  
Phone: 425-388-3536  
Facsimile: 425-388-6449

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

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

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

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

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### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

### **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements 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.

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

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

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

## **XX. Records Maintenance**

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

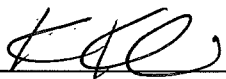
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, agreements,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

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


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

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

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

  
\_\_\_\_\_  
Signature **KEN KLEIN**  
Executive Director

2-27-2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Daniel J. Hansen, Vice President, Pertect, Inc.

1-25-2017  
\_\_\_\_\_  
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 AND APPROVED:**  
Rebecca J. Guadamud  
Deputy Prosecuting Attorney  
Date: 11/26/14

COUNCIL USE ONLY	
Approved:	<u>2-22-17</u>
Docfile:	<u>D-14</u>

**CONTRACT TEMPLATE ONLY  
REVIEWED AND APPROVED:**  
Keith Mitchell  
County Risk Manager  
Date: 12/5/14

Agreement Number: CCF01-17

### **Introduction**

The purpose of this scope of services is to perform project management, roadway design engineering, curb ramps design, storm-water analysis, storm drain design, retaining wall design, utility coordination, technical support services for environmental permitting needs performed by the AGENCY, agency coordination (with WSDOT, the Post Office for new or relocated mailboxes, and Community Transit for relocated or proposed bus stops). The CONSULTANT will prepare 60%, 90%, and Final plans, specifications, and estimate (PS&E) for the roadway and drainage improvements of 35th Avenue SE, an Urban Minor Arterial, from SR 524 (Maltby Road) to 180th Street SE (approximately 7,600 lf). In addition, the CONSULTANT will assist the AGENCY in identifying Right-of-Way needs for their preparation of the Right-of-Way plans, and provide technical assistance to facilitate the Right-of-Way acquisition phase.

The proposed roadway improvements on 35th Avenue SE include widening to a three lane cross section with a 12-foot two-way left-turn lane, 11-foot outside through lanes, 5-foot bike lanes, 5-foot landscaped planter strips, 5-foot sidewalks, curb and gutter, retaining cut and fill walls, completing the corridor to comply with EDDS. The project will also address elements of the existing and proposed curb ramps to achieve ADA compliance. Drainage and utility improvements will include storm-water conveyance, detention, water quality treatment, and utility relocations. Development traffic reports will be made available for generating the plans. The project does not include improvements to the intersections of 35th Avenue SE with 180th Street SE, or at SR 524 (Maltby Road). The project will extend into the vicinity of those intersections with 35th Avenue SE, but will not include modifications to the intersection.

Assuming notice to proceed in February 2017, the target for completing shelved final plans is July 31, 2018. At that point, the contract will be suspended while the Right-of-Way acquisitions are completed. The contract may be reopened, prior to advertisement, to enable the CONSULTANT to make minor changes to the plans, specifications, and estimate prior to advertisement. It is assumed that advertisement for construction will occur in early 2020 pending construction funding.

CONSULTANT's services shall be limited to those expressly set forth herein. CONSULTANT shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this AGREEMENT.

Services provided by the CONSULTANT consist of:

### **GENERAL SCOPE OF SERVICES**

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

- Task 1 – Project Management and Coordination
- Task 2 – Survey and Basemapping Coordination
- Task 3 – Right-of-Way Assistance and Coordination
- Task 4 – Environmental Documentation Support and Coordination
- Task 5 – Stormwater Pollution Prevention Plan (SWPPP)
- Task 6 – Agency Coordination
- Task 7 – Geotechnical Coordination
- Task 8 – Traffic Analysis (by AGENCY)
- Task 9 – Utility Coordination
- Task 10 – Storm Drainage Design
- Task 11 – Curb Ramp Modification Analysis and Design
- Task 12 – Maximum Extent Feasible (MEF) Documentation
- Task 13 – Structural Earth Wall Design as directed (Optional Service)

Task 14 – Plans, Specifications and Estimates (PS&E) Preparation

Task 15 – Traffic Signal Design as directed (Optional Service)

Task 16 – Project File Management and Electronic Exchange of Engineering and Other Data

### **Optional Services**

With prior written approval by the AGENCY and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the CONSULTANT. Future project phases may include Assistance during Bidding and a Construction Administration and Management Services phase. The scope, and extent of assistance during bidding and construction engineering services, will be determined after the final design is completed.

This Scope of Services is defined in the tasks below.

### **SCOPE OF SERVICES DEFINED**

#### **Task 1 – Project Management and Coordination**

Overall project management and coordination work elements include:

##### **1.1 Project Administration**

Provide continuous project management administration (billing invoices, monthly progress reports) and coordination with AGENCY staff throughout the project's duration. Monitor the project budget and schedule.

##### **1.2 Project Coordination Meetings**

Participate in monthly project coordination meetings with the AGENCY (the project is shelved in 18 months for right of way acquisition (assume 24 meetings). Attend up to six (6) additional coordination meetings with AGENCY resource groups and staff on an as needed basis. Assist in the preparation of meeting agendas and prepare meeting notes as requested. Utility coordination meetings are not included in this task (see Task 9).

##### **1.3 Project Work Plan**

Prepare a work plan for the project after the Notice to Proceed which includes a communication plan, deliverables, a quality control plan, and procedures for change management.

##### **1.4 Quality Assurance**

Prepare independent QA/QC reviews of the project deliverables, including the 60%, 90%, and Final PS&E submittals, as well as the Draft and Final Hydraulic Reports by senior staff.

##### **1.5 In-house Technical Review**

Conduct an in-house technical review at the 60%, 90% and Final PS&E, separate from, and a minimum of one week prior to the QA/QC reviews to analyze constructability and correlate plans and reports with the intent of the project and this scope of services. These reviews will be conducted with principal staff members.

Assumptions:

- Project meetings will be held at the AGENCY offices.
- Project kickoff meeting will be held at CONSULTANT's Everett Office.
- A project schedule will be developed in Microsoft Project format.

Deliverables:

- Project Schedule (Microsoft Project format)
- Project Meeting Agenda and Meeting Notes, when applicable
- Monthly Invoices and Progress Reports
- Schedule updates
- Draft project work plan and Final project work plan (1 each)



- In-house Technical review of roadway and drainage design against placement of utilities
- QA/QC project deliverables as detailed in the tasks below

## **Task 2 – Survey and Basemapping Coordination**

The CONSULTANT will assist the AGENCY in identifying additional topographic survey in ground coordinates to be conducted by the AGENCY or authorized agent through marked up sketches with anticipated survey limits and/or locations. It is anticipated that additional survey needs may be required for the 60%, 90%, and/or Final PS&E submittals, as well as for various efforts associated with the Utility Coordination task.

Basemaps will be prepared by the AGENCY to support the final design elements to be conducted by the CONSULTANT.

Work Elements:

- Identify additional survey needs.

Assumptions:

- AGENCY will provide existing basemap file using Civil3D with field survey data, DTM surface, and support files suitable for external referencing into design files.
- AGENCY will provide Civil3D file containing field survey data, DTM surface and support files suitable for external referencing into design files after each additional survey is completed.
- The survey control plan will be prepared by the AGENCY for the contract documents with assistance by the CONSULTANT.

Deliverables:

- List of additional survey requirements prior to development of 60%, 90%, and Final PS&E submittals, and after potholes have been completed, as required.

## **Task 3 – Right-of-Way Assistance and Coordination**

The CONSULTANT will provide assistance and technical support to the AGENCY for the purposes of determination and identification of right-of-way acquisitions, including easements.

Assumptions:

- Determinations and identifications will be for the planned stormwater facilities, stormwater improvements, and general roadway improvements detailed in this scope of services.
- Assistance will be provided throughout the PS&E design phase of the project up to the level of effort (hours) shown in the fee proposal
- Assistance will be provided throughout the Right-of-Way acquisition phase of the project up to the level of effort (hours) shown in the fee proposal.
- It is assumed that the AGENCY will make all changes to the Right-of-Way plans, as necessary.
- The AGENCY will be responsible for preparing and assembling all of the Right-of-Way acquisition documents, including easements.
- Right-of-Way Appraisals, Acquisition and Negotiation Services are NOT included in this scope of services.

Deliverables:

- Markups of plan sheets with proposed right-of-way and easements
- Review comments on draft Right-of-Way plans prepared by the AGENCY
- Sketches of proposed changes to the Right-of-Way plans during the acquisition phase

## **Task 4 – Environmental Documentation Support and Coordination**

The CONSULTANT will assist the AGENCY in preparing environmental documentation and permits to construct the proposed improvements.

#### Work Elements:

- Assist the AGENCY with environmental documents and permitting for the project (SEPA impact numbers, NPDES impact area),
- Assist the AGENCY with two open house meetings

#### **4.1 Coordination for Environmental Documentation and Permit Requirements**

Permit assistance will be limited to providing design information and project improvement descriptions for inclusions in the documents including JARPA sketches. CONSULTANT will provide information and exhibits on the surface water design features of the project for technical support of environmental permitting.

The CONSULTANT will present permitting support information to the AGENCY for one draft and final review. It is assumed that the support information will be limited to earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information associated with the 60% and 90% submittals. Wetland and stream impacts are not anticipated. The CONSULTANT will provide one marked up review copy of the draft and final copy of each environmental document listed below, as requested by the AGENCY. It is assumed that the documents to be reviewed will be limited to the SEPA checklist, Section 401 Water Quality Certification, and NPDES/Land Disturbing Activity Permit.

#### Assumptions:

- The AGENCY will apply for federal funding. The AGENCY is proceeding with design as a federally funded project in the event that federal funds are allocated. As such, the following is a summary of environmental documentation required and current status: AGENCY will obtain all the permits. Supporting information such as cut/fill lines, quantities, disturbed area, etc. will be furnished by the CONSULTANT.
  - SEPA
  - Section 7 Endangered Species Act Consultation
  - Section 106 National Historic Preservation Act
  - Section 401 Water Quality Certification
  - Hydraulic Project Approval (If needed)
  - Forest Practice Permit
  - Coastal Zone Management Certification
  - Critical Area Compliance Certification
  - NPDES and Land Disturbing Activity Permit
- It is assumed a Corps Permit (404 Nationwide, Individual and Section 19) is not required for this project.

#### Deliverables:

- Technical data in a format (Word, Excel or Graphics) for use by AGENCY Environmental Group, limited to earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information associated with the 60% and 90% submittals
- One (1) marked up review copy of the draft and one (1) final copy of each environmental document listed above, as requested by the AGENCY

#### **4.2 Assistance in Public Involvement**

The AGENCY will lead public outreach efforts. The CONSULTANT will assist the AGENCY in review of newsletters and web page updates as requested. It is assumed that there will be two (2) newsletters and two (2) web page updates during the course of design. The CONSULTANT will assist with up to two (2) open house meetings, up to three (3) hours for each meeting. The CONSULTANT will provide two (2) staff to attend each meeting, as well as a roll plot of the current level roadway and storm design for presentation material, and design specific presentation boards (up to two [2] per meeting). The CONSULTANT will be present to respond to questions as required. The AGENCY will arrange for all public meetings, provide all notifications, and arrange for a meeting facility. All meetings will be facilitated by the AGENCY.

Deliverables:

- Attendance by two (2) staff members to up to two (2) open house meetings facilitated by the AGENCY
- Up to two (2) each roll plots showing roadway and storm design
- Up to four (4) presentation boards
- Review comments on two (2) newsletters and two (2) web page updates

**Task 5 – Stormwater Pollution Prevention Plan (SWPPP)**

A Stormwater Pollution Prevention Plan is required in order to obtain a Construction Stormwater General Permit from the State Department of Ecology. The CONSULTANT will prepare a Draft and Final Stormwater Pollution Prevention Plan (SWPPP).

Deliverables:

- One (1) hard copy of Draft and Final SWPPP. One (1) electronic copy in PDF format and one (1) copy in Microsoft Word format.

**Task 6 – Agency Coordination**

CONSULTANT will assist the AGENCY in coordinating with WSDOT, Community Transit (no existing community transit on this section of 35<sup>th</sup>) and the Post Office. Since the AGENCY will apply for federal funding for this project, and if federal funding is allocated, WSDOT will need to approve both the project's federal environmental documents (see Task 4) and construction contract documents (see Task 14).

Assumptions:

- AGENCY will coordinate with Community Transit and the Post Office. CONSULTANT will provide plans to the AGENCY with bus stop and mailbox information to be submitted to Community Transit and the Post Office for review.
- AGENCY will submit to WSDOT all plans and provisions necessary for review by WSDOT (see Task 14).
- The fee effort for this task assumes there will be no revisions to the design based on the WSDOT courtesy review. If design revisions are suggested by WSDOT and it is determined that they need to be implemented, this will be considered additional work to be included in a Supplement.

Deliverables:

- Plans at 60% and 90% showing proposed bus stop (if applicable) and mailbox locations associated with the improvements.
- Responses to comments from Community Transit and the Post Office from the 60% and 90% submittals.

**Task 7 – Geotechnical Coordination**

The CONSULTANT team will coordinate with the AGENCY in identifying geotechnical investigations required for wall locations, signal pole foundations, pavement section, and drainage design for the proposed roadway improvements. The AGENCY, or authorized agent, will provide the required information for the PS&E. The investigations will provide information to identify groundwater concerns, infiltration potential (for water quality), wall type recommendations, pavement design, signal pole foundation type, and cut/fill requirements for the project area. It is assumed that the design recommendations will be available during preparation of the 60% submittal and that only minor changes to these recommendations may occur after 60%. If additional recommendations or significant changes (i.e. pavement sections, wall types) to recommendations occur after 60%, associated design changes will be considered as additional work to be included in a Supplement. For structural design, see Task 13.

The CONSULTANT team will provide potential wall and stormwater facility locations for the AGENCY in preparing their recommendations. The CONSULTANT will identify locations where flow control and water quality facilities are planned to be located, based upon the "Storm Concept Alternative Analysis" work performed within Task 10. The CONSULTANT will coordinate with the geotechnical engineer to assess the feasibility of infiltration locations during 60% PS&E.

Assumptions:

- The AGENCY will complete the geotechnical investigations, and prepare a draft (at 60%) and final (at 90%) report to be used as a basis for design. The draft report will be available to the CONSULTANT within three (3) months after identification of wall locations and storm-water facilities.

Deliverables:

- Marked up plans with proposed wall locations, signal pole locations and stormwater facility locations prior to 60% PS&E.
- Review comments on the Draft Geotechnical Report.
- Set of preliminary cross sections (at 25' foot intervals) for use by the AGENCY in assessing wall recommendations and cut/fill slope requirements.

**Task 8 – Traffic Analysis (by AGENCY)**

Per AGENCY discussion on 1/4/17 no traffic study is required. If required, the AGENCY traffic group will undertake the study. Signals warrant would be undertaken after the school is open in fall of 2017 (for grades 9, 10 and 11) and (grade 12) in fall of 2018, wherein the traffic pattern will be analyzed later in 2018 or early 2019.

**Task 9 – Utility Coordination**

**9.1.1 Identify Utilities**

Previously identified public and private utilities within or adjacent to the AGENCY right-of-way will be confirmed, and a list of the utility names, company addresses, contact staff, e-mail addresses, and phone numbers will be verified and provided to the AGENCY. This will be reviewed with the AGENCY for comments. The CONSULTANT will also coordinate with the individual utility owners to verify ownership of the facilities shown in the plans.

Items in this task shall include:

- Identification of utility owners within the project limits

Deliverables:

- List of utility names, company addresses, contact staff with email addresses and phone numbers (PDF)
- Up to two (2) revisions of utility list during design (PDF)
- Copy of marked up base maps with utility ownership changes (hard copy)

**9.2 Utility Coordination**

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

Items in this task shall include:

- Preparing and maintaining a utility coordination contact log.
- Acquire and review record drawings of existing utilities within the project limits. Discrepancies with the existing base map prepared by the AGENCY will be noted.
- Coordinating and attending up to two (2) office meetings with each of the franchises (assume total of 8 meetings) located within the project limits (60%, and 90% design) and preparing meeting notes.
- Track potential utility conflicts, track the resolution and determination of those conflicts throughout the project.
- Provide a relocation summary to be reviewed and confirmed with each of the utility owners after the potholing is performed.
- Create and provide a Relocation Design and Construction Schedule for affected utility owners, and the AGENCY, detailing which facilities will be relocated, and when. This schedule will be revised based on input from the utility coordination meetings.
- Prepare and provide utility owners with utility plan sheets with potential conflict locations.
- Provide the utility owners with the 60%, 90%, and Final plan sheets.

It is assumed that the following utility franchises exist along the 35th Avenue SE corridor. These include:

- Power (Snohomish County PUD and Seattle City Light)
- Communication and Fiber-optics (Frontier)
- Cable (Comcast and Wave Broadband)
- Water (Alderwood Water and Sewer District)
- Gas Distribution (Puget Sound Energy)

Stormwater is assumed to be fully under the jurisdiction of the AGENCY and coordination for this utility will be performed under Task 10 - Storm Drainage Design.

It is assumed that the incorporation of any utility franchise design, such as new or upgraded waterlines, into the contract documents is NOT included in this scope of services and considered an Additional Service under a Supplement to this AGREEMENT.

It is assumed that the AGENCY will prepare inter-local agency agreements between the AGENCY and the utility agencies for incorporation of contract services to be included in the AGENCY's construction contracts. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, relocation of water lines, and traffic control.

Deliverables:

- Utility coordination contact log (PDF)
- Utility relocation design and construction scheduled – updated with each meeting (hard copy and electronic copy)
- Copy of marked up/highlighted as-builts and AGENCY basemap showing discrepancies in utility locations and sizes
- Agendas and meeting minutes (assume 8 meetings total)
- Utility conflict EXCEL spreadsheet (updated after each meeting)
- Relocation summary EXCEL spreadsheet by franchise (prepared after 60% and 90% potholing)
- Separate half size utility plan sheets with conflicts noted (with 60% and 90% submittals) – hard copy and PDF
- Half size 60%, 90% and Final PS&E plan sets (hard copy and PDF)
- CADD file for franchise use in preparing relocation design (at 60 and 90%)

### **9.3 Utility Information**

The CONSULTANT will provide marked up base maps with utility information to the AGENCY that will include updated utility information collected from the utility agencies (existing and abandoned as identified on the plans provided by the utility companies), and information gathered from a walk-through site assessment, for the AGENCY's use in updating its base maps.

The CONSULTANT will identify utility adjustments, as noted in inter-local agreements, on the plans and prepare special provisions related to known utility conflicts.

Deliverables:

- Marked up base maps with information from utility franchises and site assessment.
- Utility information on inter-local agreements at 90% provided in Civil 3D files.
- Special provisions related to known utility conflicts (electronic copy in Word).

### **9.4 Pothole Exploration**

The CONSULTANT will coordinate with the associated utility franchises to perform potholing explorations at the 60% and 90% PS&E submittals. It is assumed that each utility franchise has an agreement, or will use a utility locate service or its own forces. "Pre-pothole" and "post-pothole" meetings as described above will be conducted. In the "pre-pothole" meetings with vendors and franchises, expectations related to traffic control and restoration of pothole locations will be discussed.

Items in this task shall include:

- Coordinate and attend up to two (2) “pre-pothole” meetings with affected utility franchises, utility locate service vendor and AGENCY staff as well as “post-pothole” meetings individually (assume three meetings), with each affected utility, to discuss facility relocation.
- Identifying potential utility conflicts and pothole locations based on the 60% plans (Note: potholing will be accomplished by the utility franchises or designated utility locate service vendor) and 90% PS&E.
- Manage Pothole program on behalf of utilities and AGENCY. Prepare conflict plans and matrix, distribute results to utilities.

Assumptions:

- The AGENCY will incorporate updates to the basemap based on as-builts and/or record drawings provided to the CONSULTANT by utility franchises.

Deliverables:

- See Attachment A, CONSULTANT Utility Engineering Guidelines
- Meeting Agendas and Notes (three meetings)
- Underground and Overhead Utility Plan sheets and Conflict Resolution Spreadsheet information (including plan, profile, cross section, conflict matrix) to be included in 60%, 90% and Final PS&E submittal
- Utility information updated according to pothole results at the 60% and 90% PS&E phases, provided in Civil 3D files

## **Task 10 – Storm Drainage Design**

Overall task management and coordination work elements include:

### **10.1 Design Criteria**

The drainage design will be developed using Snohomish County Engineering Design and Development Standards (EDDS), the 2016 edition of the Snohomish County Drainage Manual, and Snohomish County Code. The 2012 Low Impact Design Manual will also be used. Stormwater detention and water quality treatment will be designed according to the 2016 Snohomish County Drainage Manual. The flow control and water quality treatment BMPs, which may include bioretention cells, Filterra units, Modular Wetlands and plastic detention chambers will be designed and sized using MGS Flood modeling. To be provided to the AGENCY for their review and buyoff before the CONSULTANT proceeds with detailed design work.

Deliverables:

- One (1) PDF copy of the Pre-Design Record. To be included in the appendix of the drainage report.

### **10.2 Site Assessment and Mapping**

CONSULTANT will prepare site assessment maps showing existing drainage features and patterns within the 35th Avenue SE corridor and identify threshold discharge areas (TDAs) including the ¼ mile flow paths used in determining each TDA. Mapping will be assembled based upon existing topographic maps, AGENCY records, and AGENCY maps. The maps, produced by the CONSULTANT, will show critical areas such as wetlands and streams as delineated by the AGENCY. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas
- Topographic plans within the road project, right-of-way, including enclosed drainage (topographic survey plans supplied by AGENCY)
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS supplied by AGENCY)
- Watershed and stream basin maps (supplied by AGENCY)
- Current and relevant information from the Drainage Needs Report (supplied and identified by the AGENCY)
- Wetlands, streams, riparian areas and other critical areas (mapped by the AGENCY)
- Relevant Basin Plans that may have impact on drainage design (supplied by AGENCY)

- Soil types, depth, and slope – Natural Resources Conservation Service (NRCS) – The CONSULTANT will acquire NRCS survey maps

The CONSULTANT will provide the Site Assessment Maps to the AGENCY for one draft and one final review. The CONSULTANT will provide one draft and one final revision.

**Assumptions:**

- AGENCY will provide survey, which will include all adjacent development frontage improvements.
- AGENCY will provide all applicable adjacent development as-built plans and reports to the CONSULTANT.

**Deliverables:**

- One (1) electronic PDF copy of the draft and final Site Assessment Maps. These maps will include:
  - Existing Drainage Conditions maps (approximately 12 sheets)
  - TDA/Basin map (approximately 3 sheets)
  - NRCS Soil Map (1 sheet)

### **10.3 Offsite Analysis**

The CONSULTANT will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project right-of-way limits for each of the TDAs identified. The downstream analysis will include a review of AGENCY Drainage Inventory Maps, Drainage Needs Report, recent drainage complaint documentation provided by the AGENCY, and a visual assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for each of the downstream drainage conveyance systems associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The CONSULTANT will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This task does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service.

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

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

**Assumptions:**

- The CONSULTANT will analyze up to six (6) downstream routes.
- The downstream route field investigation is assuming the CONSULTANT has permission to enter private properties to conduct the work. If any formal permissions are needed to enter private property, the permissions are to be acquired by the AGENCY.

**Deliverables:**

- One (1) electronic PDF copy of the draft and final Site Assessment Maps.

### **10.4 Change in Land Use Area Maps**

The CONSULTANT will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for detention and stormwater quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. The CONSULTANT will also prepare a summary of area tables for pre-project and post-project conditions. This task includes updating the proposed impervious area maps after 60% plans are complete, if there are significant changes to the roadway design that warrants an update.

**Deliverables:**

- One (1) electronic PDF copy of the Change in Land Use Maps and corresponding table of change in land use areas. These maps will include:

- Existing Impervious Area Maps (approximately 12 sheets)
- Proposed Impervious Area Maps (approximately 12 sheets)
- Tables identifying the different types of impervious surfaces

### **10.5 Storm Concept Alternative Analysis**

The CONSULTANT will analyze up to two stormwater alternatives for each TDA that exceeds the thresholds for flow control and/or water quality treatment. The analysis will identify potential impacts, determine additional site evaluation/study needs, and estimate the size, type and location of each facility. The CONSULTANT will provide a professional opinion of feasibility, planning level opinion of cost, identify any deviations needed, prepare preliminary pipe conveyance configurations and identify any property acquisition needs.

The CONSULTANT will attend a Stormwater Concept Alternative Presentation. The CONSULTANT will provide roll plots and present up to two (2) concept sketches per applicable TDA, showing proposed stormwater design alternatives. During the meeting, the CONSULTANT will present pros and cons for each alternative and present a recommendation to the AGENCY.

#### **Assumptions:**

- The roll plots will consist of neat and legible hand sketches of the proposed alternatives. No CAD linework will be prepared as part of this subtask.
- It is assumed that there will be three (3) TDAs requiring water quality treatment and flow control facilities. In the event that additional TDAs will require water quality and/or flow control facilities a supplement will be needed.

#### **Deliverables:**

- Attend a Stormwater Concept Alternative Presentation: One roll plot for each alternative concept to be considered. The roll plot will have a 1:50' scale and include neat hand sketches of the proposed stormwater concept, including flow control and water quality treatment BMPs, associated conveyance configurations, equivalent capture areas, and proposed outfall locations.

### **10.6 Stormwater Alternatives Technical Memorandum**

The CONSULTANT will provide a draft and final memorandum (up to 10 pages, plus exhibits) discussing the stormwater design approach on the project, documenting the alternatives considered and providing recommendations of which concepts should be selected.

#### **Assumptions:**

- The AGENCY will review the draft memorandum and provide one set of consolidated review comments to the CONSULTANT for inclusion into the final memorandum.

#### **Deliverables:**

- Draft and Final Stormwater Alternatives Technical Memorandum. Three (3) hard copies and one (1) electronic PDF copy of the Stormwater Concept Alternative Analysis Memorandum including:
  - Preliminary drainage calculations for estimating the size of the stormwater facilities.
  - Exhibits: each alternative exhibit will include one plan view showing the preliminary configuration of the facilities (up to 3 sheets per alternative).
  - A table documenting the area being treated, detained, or infiltrated per BMPs.
  - Planning level opinion of cost to construct.

### **10.7 Stormwater Quality Treatment Calculations**

CONSULTANT will prepare final calculations for stormwater quality treatment facilities. Budget will be for the design of three (3) stormwater quality facilities.

#### **Deliverables:**

- Stormwater Quality calculations (to be included in the Drainage Report)



## **10.8 Stormwater Flow Control Calculations**

CONSULTANT will prepare final calculations for stormwater flow control (detention or infiltration) facilities. Budget will be for the design of three (3) storm-water flow control facilities.

Deliverables:

- Storm Flow Control Calculations (to be included in the Drainage Report)

## **10.9 Pipe Conveyance Calculations**

CONSULTANT will prepare storm pipe conveyance capacity calculations for pipe segments within the road project limits as follows:

- 60% PS&E: Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and SBUH Method.
- 90% PS&E: Prepare final detailed pipe capacity backwater calculations, using Stormshed 3G or an equivalent backwater calculation software program, for select pipe runs that have relatively flat grades to check for overflow conditions.
- Final PS&E: Update conveyance calculations for the Drainage Report (for inclusion in LDA permit).

Deliverables:

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

## **10.10 Gutter Flow Calculations**

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

Deliverables:

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

## **10.11 Drainage Report**

CONSULTANT will assemble a draft (60%) and final (90%) and final Drainage Report. The drainage report will include a written assessment and summary of the surface water design features on the project, summary of tables, drainage detention and water quality calculations, pipe capacity calculations, upstream and downstream analysis, drainage basin maps, gutter flow analysis, backwater analysis (Hydraulic Grade Line), and supporting exhibits.

This subtask will also include independent QA/QC reviews of the full drainage report for each submittal (60% and 90%). QA/QC reviews will be conducted by senior staff.

Deliverables:

- Draft Hydraulic Report at 60% PS&E (three (3) hard copies, comb bound)
- Final Hydraulic Report at 90% PS&E (three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats)
- Revised Final report at Final PS&E (three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats)

## **Task 11 – Curb Ramp Modification Analysis and Design**

The widening and resurfacing of the pavement along 35th Avenue SE will also require the replacement of existing substandard curb ramps, or the addition of new curb ramps at locations required to meet ADA accessibility guidelines, as required by Section 35.151 (e) of the Title II ADA regulation. Portions of sidewalk, curb, and curb and gutter will also be replaced as part of the curb ramp replacement. Existing survey, additional survey for recently built curb ramps, as-builts, and existing curb ramp evaluation data provided by the AGENCY will be used to evaluate the existing curb

ramps, and identify curb ramp modifications and adjacent areas of sidewalk replacement that should be made in order to achieve ADA compliance.

The CONSULTANT will propose and design ADA compliant solutions for each of the existing curb ramps that require replacement or modification and locations that require new curb ramps. It is anticipated that this task will include the design of approximately up to 73 curb ramps between 180th Street SE and SR 524 (Maltby Road). This number of curb ramps assumes that all the existing ramps are non-compliant. Additional right-of-way necessary to construct the improvements will be identified.

This task includes:

- Design and layout for each curb ramp
- Exhibits: The CONSULTANT will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion
- Attend up to two (2) coordination meetings with the AGENCY regarding curb ramp design

Assumptions:

- AGENCY will provide a matrix containing slopes and dimension information for all existing curb ramps in addition to as-built plans for recently constructed curb ramps. This information will be evaluated by the CONSULTANT to determine ADA compliance. If additional information is required to determine ADA compliance of an existing curb ramp(s), site visit(s) and associated recording of obtained information will be considered additional work to be included in a Supplement. If authorized, during the site visit, information on slopes and widths will be gathered using a 4-foot digital smart level and tape measure.
- The entire width of existing and new roadway will be overlaid for this project, which triggers the need to evaluate existing ramps for replacement due to non-compliance.
- Coordination meetings will take place at AGENCY offices. One (1) person from the CONSULTANT will attend.
- MEF documentation will be in accordance with the June 2016 Snohomish County ADA Design and Plan Production Guidelines.

Deliverables:

- Information regarding ADA compliance requirements will be documented in the Maximum Extent Feasible documentation (see Task 12).
- The CONSULTANT will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion, and to obtain concurrence on ramp type, location, and alignment.
- Summary of meeting notes (2) noting action items.

## **Task 12 – Maximum Extent Feasible (MEF) Documentation**

When full accessibility criteria cannot be met by the curb ramp and associated improvements, a MEF designation will be added to the plans, along with a signature block for the AGENCY Traffic Engineer. The June 2016 ADA Design and Plan Production Guidelines will be followed. The designation on the curb ramp plans will serve to identify the non-compliant elements as MEF documentation. Separate written documents, including justification will not be required. It is assumed that the AGENCY will coordinate with WSDOT.

### **12.1 Design MEF Document**

The CONSULTANT will prepare Design MEF documentation for the AGENCY's documentation in accordance with the 2016 ADA Design and Plan Production Guidelines. The fee associated with this effort is included in Task 11 above. The Design MEF documentation is anticipated to include the following elements:

- Curb Ramp Evaluation Details – for each curb ramp within the project limits, a detail sheet will be provided containing a summary of existing conditions, details of design slopes and dimensions, and MEF designation, if it cannot meet ADA requirements.
- Plan sheets for the PS&E package containing the design details of each curb ramp.
- MEF designation on curb ramp plans and detail sheets (see Task 11), along with a signature block for the County Traffic Engineer.

### **Task 13 – Structural Earth Wall Design (Optional Service)**

The CONSULTANT will coordinate with the AGENCY on proposed retaining wall types specifically between 195th Street SE and 192nd Street SE. The retaining walls will be cut walls along the east side of 35th Avenue SE and fill walls along the west side. The cut walls total approximately 375 lineal feet and will have a maximum retained height of approximately 10 feet. The fill walls total approximately 475 lineal feet and will have a maximum retained height of approximately 15 feet.

According to the AGENCY's design report dated 12/14/2012 and the 30% plans prepared by others, the cut walls would be soldier pile walls and the fill walls would be mechanically stabilized earth walls (MSE). However, the AGENCY may opt to consider utilizing MSE walls for all retaining walls if site constraints allow and if it reduces construction costs. If required, the AGENCY will provide structural analysis to evaluate the constructability and economy of using either wall system. If soldier pile walls are selected for any length of retaining wall, the AGENCY will provide all structural engineering calculations and marked up details for that wall type, stamped by a structural engineer. Where MSE walls are selected, then those walls will be shown on plan sheets by the CONSULTANT and designed by others (on a shop drawing submittal by a wall manufacturer, as selected by the Contractor), and will not require structural engineering by the AGENCY. For the purpose of fee estimation, it is assumed that the cut walls will be soldier pile walls and the fill walls will be MSE walls.

#### **13.1 60%, 90% and Final PS&E Structural Engineering**

The CONSULTANT will only draft wall plans and details based upon markups provided by (and to be stamped by) the AGENCY for the soldier pile retaining wall structures, or other structural wall type. The AGENCY will complete and stamp the design and analysis for each structural wall. Specifications and cost estimates for the walls will be prepared and stamped by AGENCY staff. It is assumed that the wall type, location and length established for the 60% PS&E will not change substantially for the 90% and Final PS&E. This task includes the 60%, 90% and Final PS&E submittals and deliverables to be included in Task 14.

Anticipated plan sheets:

- Wall Plans and Profiles (9 sheets)
- Wall Details (2 sheets)

Deliverables:

- 60%, 90% and Final Wall Plans, Profiles and Details (see Task 14)

### **Task 14 – Plans, Specifications and Estimates (PS&E) Preparation**

This task includes updates to the roadway design including the horizontal and vertical alignment, curb, curb and gutter, planter strip and sidewalk layout, bus stop pullouts (need to verify if there are any bus routes through this section of 35<sup>th</sup>), mailbox relocations, wall design, driveway and (up to four) side street designs, paving sections, and preparation of 60%, 90%, and Final PS&E submittals. This task also includes review and incorporation of AGENCY comments from the 60% and 90%, and final PS&E submittals.

Assumptions:

- The fee effort for this task assumes up to four (4) updates to the vertical alignment as necessary for updates to the drainage, driveway, or curb ramp design or changes resulting from right-of-way negotiations.
- The fee effort for this task assumes that the 35th Avenue SE construction centerline and stationing will be established for the 60% PS&E. It is assumed that changes to curb, curb and gutter, planter strip, and sidewalk layouts, but these changes should not affect the proposed 35th Avenue SE, or adjacent side street construction centerlines.
- The fee effort for this task assumes if the wall types will require structural engineering or calculations, they will be provided and stamped by the AGENCY. It is assumed that the approximate location of walls shown in the 30% plans created by others will remain, adjusted for new developments and construction (North Creek High School). If new retaining walls are added at other locations, this work will be considered additional services to be included in a Supplement.
- The pavement section(s) will be provided by the AGENCY in its geotechnical recommendations for the 60%

- submittal. It is assumed that the pavement section(s) will not be substantially changed after the 60% submittal.
- If critical design elements such as vertical or horizontal curve lengths or driveway profiles are discovered to deviate from AGENCY EDDS, it is assumed the AGENCY will obtain approval for any deviations.

#### **14.1 60% PS&E**

The CONSULTANT will prepare 60% level plans from the 30% submittal created by others. Plans will include details for the roadway widening, sidewalk, curb ramps (no slope information), retaining walls, storm drainage, detention, water quality, channelization, and signing. The 60% drainage design will be conducted in accordance with Task ten (10) of this scope of services. Signal and RRFB plans will be prepared by the AGENCY unless otherwise directed under Optional Services, as directed. The CONSULTANT will prepare plans to permit an appropriate layout in the field for construction and other purposes. The plans, specifications and opinion of cost will be submitted to the AGENCY for review and comment.

This task includes review of AGENCY comments and one (1) plan review meeting at the AGENCY offices.

#### **60% Plans:**

It is anticipated that the 60% plans will consist of the following sheets (Approximately 121 Sheets):

- Cover Sheet w/ Vicinity Map and Index (1)
- Legend, Abbreviations, and Construction Notes (1)
- Temp. Erosion and Sediment Control Plans (10)
- Site Preparation Plans (10)
- Typical Roadway Sections (6)
- Miscellaneous Roadway Details (4)
- Roadway/Drainage Plan and Profile (22)
- Drainage Details (3)
- Retaining Wall Profiles (non-structural design) (6)
- Retaining Wall Details (non-structural design) (2)
- Side Street Profiles (2)
- Driveway Profiles (7)
- Driveway Details (2)
- Curb Ramp Plans (23)
- Channelization and Signing Plan (10)
- Sign/Channelization Schedule and Details (3)
- **(Optional Service)** Electrical/ RRFB Plans (3)
- **(Optional Service)** Signal Plans (6)

#### **60% Specifications:**

Special Provisions will NOT be provided for the 60% submittals. The CONSULTANT will provide Special Provisions to the AGENCY at the 90% submittal. As an optional service, the CONSULTANT will provide traffic signal and electrical/RRFB Special Provisions if directed by the AGENCY.

#### **60% Opinion of Costs:**

The CONSULTANT will calculate 60% level quantities and opinion of construction costs based upon the approved 60% construction plans and current unit bid prices. As an optional service, the CONSULTANT will provide traffic signal and electrical /RRFB quantities and opinion of construction costs if directed by the AGENCY.

#### **Assumptions:**

- Specifications will not be prepared for the 60% submittal.
- AGENCY will provide the CONSULTANT with all comments from the 30% submittal created by others.
- AGENCY will provide all of the Civil3D files used to develop the 30% plans by others, as well as the design files used to develop the 30% submittal created by others.

#### Deliverables:

- One (1) half-size and 60% plan set.
- One (1) electronic copy of the 60% plan set in PDF format.
- Electronic copy of the summary of the 60% opinion of cost submitted in PDF format and quantity calculation spreadsheet.

#### **14.2 90% PS&E**

The CONSULTANT will prepare 90% plans, specifications and opinion of cost for the construction contract, and incorporate applicable comments received from the AGENCY based on the 60% submittal deliverables. The plans, specifications and opinion of cost will be submitted to the AGENCY for review and comment.

This task includes review of AGENCY comments and one (1) plan review meeting at the AGENCY offices.

#### **90% Plans:**

At this time, it is anticipated that the 90% plans will consist of the following sheets (Approximately 174 Sheets):

- Cover Sheet w/ Vicinity Map and Index (1)
- Summary of Quantities (Completed by the AGENCY) (6)
- Survey Control Sheet (Completed by the AGENCY) (9)
- Legend, Abbreviations and Construction Notes (1)
- Temporary Erosion and Sediment Control Plans (10)
- Site Preparation Plans (10)
- Typical Roadway Sections (6)
- Miscellaneous Roadway Details (4)
- Roadway/Drainage Plan and Profile (22)
- Drainage Details (3)
- Retaining Wall Profiles (6)
- Retaining Wall Details (2)
- Side Street Profiles (4)
- Driveway Profiles (7)
- Driveway Details (2)
- Curb Ramp Plans & Details (23)
- Channelization and Signing Plan (10)
- Sign/Channelization Schedule and Details (3)
- (Optional Service) RRFB Details (3)
- (Optional Service) Signal Plans (3)
- (Optional Service) Wiring Terminations (1)
- (Optional Service) Input File and Display Panel (1)
- (Optional Service) Controller Cabinet Details (1)
- Construction Sequencing Plan (Completed by the AGENCY) (10)
- Traffic Control Plan (Completed by the AGENCY) (3)
- Traffic Signal Plan (Completed by the AGENCY) (9)
- Traffic Signal Details (Completed by the AGENCY) (9)
- Signal Interconnect Plans (Completed by the AGENCY) (5)

The AGENCY will prepare the Construction Sequencing Plan and working days estimate with assistance from the AGENCY Construction group.

#### **90% Specifications:**

The CONSULTANT will prepare project special provisions to be included in the 90% submittal. The AGENCY will prepare the specification request, and will be the lead on the specifications. The AGENCY will provide current amendments, project indexes (containing State and County GSP's), summary of quantities spreadsheet and standard item tables. The CONSULTANT will prepare a draft copy of the Project Special Provisions for the items of work that

are not covered by the current WSDOT/APWA Standard Specifications at the time of advertisement. As an optional service, the CONSULTANT will provide traffic signal and Electrical/RRFB Special Provisions if directed by the AGENCY.

### **90% Opinion of Costs:**

The CONSULTANT will calculate 90% level quantities and opinion of construction costs based upon the approved 90% construction plans and current unit bid prices. The CONSULTANT will address applicable 60% review comments, and make revisions as necessary. As an optional service, the CONSULTANT will provide traffic signal and Electrical/RRFB quantities and opinion of construction costs if directed by the AGENCY.

#### **Assumptions:**

- The fee effort for this task assumes the AGENCY will provide one (1) set of compiled and consolidated comments reflective of all AGENCY comments for the 60% submittal. The AGENCY will prepare the Contract Provisions for the 90% PS&E submittal. The CONSULTANT will provide project special provisions for incorporation into the Contract Provisions.
- The AGENCY will complete Illumination Design, Traffic Control Plan, Traffic Signal Plan and Traffic Signal Details and Electrical/RRFB details (unless directed by the AGENCY as an optional service), Construction Sequencing Plan and the Summary of Quantities for inclusion in the 90% submittal and contract documents.
- The AGENCY will prepare and provide deliverables to WSDOT for review if federal funding is secured.
- The CONSULTANT will attend one (1) comment review meeting to review and discuss all of the comments provided by the AGENCY. It is assumed the AGENCY will provide the comments to the CONSULTANT prior to the comment review meeting.

#### **Deliverables:**

- One (1) half-size and one full size 90% plan set.
- One (1) electronic copy of the 90% plan set in PDF format.
- One (1) unbound hard copy of the 90% Project Special Provisions.
- One (1) electronic copy of the 90% submittal Project Special Provisions submitted in Microsoft Word format.
- Electronic copy of the 90% opinion of cost submitted in PDF format.
- Civil3D files of cross sections taken every 25 feet along the 35th Avenue SE construction centerline alignment.
- Written responses to the 60% review comments.

### **14.3 Final PS&E**

The CONSULTANT will prepare Final plans, specifications and opinion of costs for the construction contract. This task includes incorporating and responding to comments by the AGENCY on the 90% submittal. Minor adjustments to the final plan set will be made, if required, prior to printing and shelving of the PS&E package.

The AGENCY will finalize the number of working days based on AGENCY comments.

#### **Assumptions:**

- The AGENCY will prepare the Final contract provisions. The CONSULTANT will provide the final project special provisions for incorporation into the Contract Provisions.
- The fee effort for this task assumes the AGENCY will provide one (1) set of compiled and consolidated comments reflective of all AGENCY comments for the pre-final submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a Supplement.
- The AGENCY will complete the Illumination Design, Traffic Control Plan, Traffic Signal Plan and Traffic Signal Details and Electrical/RRFB details (unless directed otherwise as an Optional Service), Construction Sequencing Plan and the Summary of Quantities for inclusion in the Final submittal and contract documents.
- The AGENCY will shelve the Final signed PS&E package for bid advertisement at a later date (To Be Determined).

- Prior to bid advertisement, CONSULTANT may make minor revisions to the Plans, Specifications and Opinion of Costs. It is assumed that the drainage and ADA standards applying to this project will not be changed.
- WSDOT comments that are to be incorporated in to the contract documents will be considered extra work.
- The CONSULTANT will attend one (1) comment review meeting to review and discuss all of the comments provided by the AGENCY. It is assumed the AGENCY will provide the comments to the CONSULTANT prior to the comment review meeting.

**Deliverables:**

- One half-size pre-final set of plans, Project Special Provisions, and opinion of cost estimate (for final QA/QC by AGENCY prior to signature) in PDF format.
- One (1) half-size and one full size Final plan set with signatures.
- One (1) half-size and one full size Final plan set with signatures in PDF format.
- One (1) unbound hard copy of the Final Project Special Provisions.
- One (1) electronic copy of the Final Project Special Provisions submitted in Microsoft Word format.
- One hard copies of the summary of the Final opinion of cost estimate.
- Electronic copy of the Final opinion of cost submitted in PDF format.
- Civil3D files of cross sections taken every 25' along the 35th Avenue SE construction centerline alignment.
- Written responses to the 90% review comments.

**Task 15 – Traffic Signal Design as directed (Optional Service)**

It is assumed that the CONSULTANT would only be providing design services for one (1) new traffic signal, and not for modifications of existing traffic signals. After receiving written notification from the AGENCY, the CONSULTANT will provide signal design services for the intersection of 35th Avenue and 184th Street SE, as described in a supplemental agreement. In addition, the CONSULTANT will add an interconnect system in the areas where new sidewalk is proposed for the 90% and Final PS&E, if directed by the AGENCY.

**Assumptions:**

- The AGENCY will provide queue storage and signal phasing needs as detailed in Task 8.

**Deliverables:**

- Signal Plans and details will be provided at the milestone submittals (60%, 90%, Final), as detailed in Task 14.
- Quantities and unit costs will be provided at the milestone submittals (60%, 90%, Final).
- Signal Details to be provided at the 90% and Final submittals.
- Calculations to support the signal design will be provided by hard copy, and in PDF format.

**Task 16 – Project File Management and Electronic Exchange of Engineering and Other Data**

The CONSULTANT will submit electronic files for the AGENCY's use, as requested throughout the project timeline. The CONSULTANT will submit final electronic files at the conclusion of the design phase.

**Time of Completion**

The CONSULTANT shall not begin work under the terms of this AGREEMENT until authorized in writing by the AGENCY. Work under this AGREEMENT shall be completed within 24 months from the authorization to proceed.

**Items to Be Furnished by the AGENCY**

- All AutoCAD files for the 30% plans created by others.
- All comments from the 30% submittal created by others.
- An updated electronic basemap file for the existing conditions using Civil3D with field survey data, DTM surface, and support files suitable for external referencing into design files.
- All available "As-Built" and design information pertaining to recent development and roadway improvements along 35th Avenue SE within the project limits.

- Civil3D files containing field survey data, DTM surface and support files suitable for external referencing into design files for each additional survey completed.
- Civil3D files for cross sections developed for the 30% submittal created by others.
- Drafting standards for preparation of PS&E plans. Standards include CADD layer/line-type/symbol conventions, font specifications, title blocks, line weights; plot setups, CADD project file naming conventions, and survey collector codes.
- Current amendments, State and AGENCY general special provisions, summary of quantities spreadsheet, standard item table and boiler plate requirements.
- Geotechnical information to support the PS&E.
- Preparation of any environmental documentation and permitting requirements.
- Preparation of any signal and illumination plans (unless otherwise directed by the AGENCY)
- Preparation of Summary of Quantities and Survey Control Plan.
- Copy of existing traffic analysis information.
- AGENCY SWM drainage complaint documentation.
- Slopes and widths for all existing curb ramps in the form of a design matrix and as-built plans.
- Compiled and consolidated comments into one document each for the following:
  - Draft Site Assessment Maps (Task 10.2)
  - Draft Stormwater Alternatives Technical Memorandum (Task 10.6)
  - Draft Hydraulic Report at Revised 60% PS&E (Task 10.11)
  - Final Hydraulic Report at 90% PS&E (Task 10.11)
  - Revised 60% PS&E (Task 14.1)
  - 90% PS&E (Task 14.2)
  - Pre-Final PS&E (Task 14.3)
- Printing of bid sets for advertisement.

### **Design Criteria**

The AGENCY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this AGREEMENT, of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units.

1. Snohomish County, "Engineering Design and Development Standards", 2016 Edition.
2. Snohomish County Title 30.
3. Snohomish County Drainage Manual, 2016 Edition (project vested)
4. 2012 Low Impact Design Manual
5. Washington State Department of Ecology, "Stormwater Management Manual for Western Washington", 2005.
6. Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction".
7. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction (M 21-01)".
8. Washington State Department of Transportation, "Design Manual."
9. Washington State Department of Transportation, "Highway Runoff Manual (M 31-16)", 2011 Edition.
10. Washington State Department of Transportation, "Hydraulics Manual (M 23-03)".
11. Washington State Department of Transportation, "Materials Laboratory Outline".
12. Washington State Department of Transportation, "Construction Manual".
13. Washington State Department of Transportation, "Local Agency Guidelines".
14. Highway Research Board's Manual entitled "Highway Capacity".
15. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways".
16. PROWAG, 2005
17. AASHTO 2011, "A Policy of Geometric Design of Highways and Streets."



## **Additional Services**

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

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

## **Project Deliverables**

The documents, exhibits or other presentations for the work covered by this AGREEMENT ("Documents") shall be furnished by the CONSULTANT to the AGENCY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the CONSULTANT: AGENCY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to AGENCY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to AGENCY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-CONSULTANT is not required to maintain electronic files beyond 90 days after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

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

**Items Not Included in the Budgeted Scope of Services**

1. Environmental documentation/permits.
2. Survey and calculations of the right-of-way or centerline of right-of-way limits.
3. Parcel boundary calculations.
4. Setting of property corners or preparation of a Record of Survey.
5. Preparation of Department of Natural Resources (DNR) monument destruction/disturbance forms.
6. Environmental Justice Analysis.
7. Section 106 Analysis.
8. Biological Assessment to address ESA compliance.
9. Right-of-Way Appraisals, Acquisition and Negotiation Services.
10. Preparation of Right-of-Way Plans.
11. Ditch sizing or conveyance analysis.
12. Driveway culvert sizing analysis.
13. SEPA Checklist, environmental documentation, and permitting.

Subsurface Utility Conflicts –

CONSULTANT shall provide “Turn-key” utility relocation design coordination including identification, documentation and resolution of potential subsurface conflicts between utilities and proposed AGENCY facilities. This work shall include:

- Identify all utilities which are present within or adjacent to the AGENCY right-of-way. (include all telecom utilities present in the vicinity)
- Update AGENCY topographic base map with as-built information obtained from utilities. Also show all utility infrastructures that are indicated as “abandoned” on utility plans.
- Identify all potential conflict locations where proposed county facilities cross existing utilities, or where lateral proximity of proposed facilities to utilities could result in constructability issues. The proximity varies with the size and type of utility and shall be established by the AGENCY. Generally, proximity of concern is within 5 feet, or 5 times the utility diameter, whichever is greater. (AGENCY will provide format)
- Provide a documented determination for all potential conflict locations that: either there is no conflict, that there may be a conflict and potholes are required, or that the conflict exists and what the resolution will be. (AGENCY will provide format)
- Pothole work (consisting of exposing the utility line, installing reference nails, measuring offset and depth and recording/reporting data) shall be provided by the utilities. The CONSULTANT shall coordinate the pothole program, verify and document the location (coordinates) and elevation of the utility at the potential conflict location. Any potholes that are required to be performed by the CONSULTANT shall be covered under “Other Services”.
- Update topographic base map with any utility location information superseded by pothole data. Also provide updated conflict plan showing actual conflict locations with stations, offsets and elevations noted. Update “abandoned” facilities if so determined during pothole process. (AGENCY will provide format)
- Determine whether the conflict resolution can be accommodated by a design change or requires a utility relocation. The AGENCY expects that conflict resolution by design modification will be done where cost effective.
- Coordinate with utilities to provide notice, dialog and resolution of all utility conflicts. Where utility relocation is necessary, provide the mutually agreed upon scope and schedule that the relocations will be completed.
- Provide AGENCY with summary of the utility relocation program including individual written scopes and schedules, which have been endorsed by the each utility, along with a list of the utility personnel involved in the coordination.

Surface and Aboveground Utility Conflicts –

CONSULTANT shall provide “Turn-key” utility relocation design coordination including identification, documentation and resolution of potential surface and aboveground conflicts between utilities and proposed AGENCY facilities. This work shall include:

- Confirm and or update topographic base map with respect to surface and aboveground utilities.
- Identify all potential conflict locations where proposed county facilities cross existing utilities, or where lateral proximity of proposed facilities to utilities could result in constructability issues. The proximity varies with the size and type of utility and shall be established by the AGENCY. (AGENCY will provide format)
- Determine whether the conflict resolution can be accommodated by a design change or requires a utility relocation. The AGENCY expects that conflict resolution by design modification will be done where cost effective.
- Coordinate with utilities to provide notice, dialog and resolution of all utility conflicts. Where utility

relocation is necessary, provide the mutually agreed upon scope and schedule that the relocations will be completed.

- Provide AGENCY with summary of the utility relocation program including individual written scopes and schedules, which have been endorsed by the each utility, along with a list of the utility personnel involved in the coordination.

The AGENCY shall be notified in advance of all meetings between the CONSULTANT and the utilities so that the AGENCY has the opportunity to attend.

**Deliverables:**

- Preliminary Surface/Overhead (OH) and underground (UG) conflict plans showing all potential conflicts with proposed facilities.
- Pothole Plan showing likely conflicts which will require subsurface investigation to confirm impacts to proposed facilities.
- Final Surface/Overhead (OH) and underground (UG) conflict plans showing all actual conflicts with proposed facilities which will require utility relocation.
- Conflict matrix for preliminary, pothole and final plan submittals.
- Plans and matrix shall be provided in 11 x 17 size. Text size selected shall be readable. Final OH and UG conflict plans shall also be provided in 22 x 34 size to be include in PS&E appendix. (AGENCY will provide format)
- Drainage lateral crossings describing utility proximity.

***Exhibit B***  
***DBE Participation***

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Agreement Number: CCF01-17

**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)

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Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the 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/](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>

## Prime Consultant Cost Computations

PERTEET

Project 35th Ave. SE Phase II: SR 524 to 180th Street SE  
Client Snohomish County  
PM Kurt Ahrensfield

Contract Start Date 3/1/2017 Last 1/18/2017  
Contract End Date 3/1/2019 Permit 20160125.000  
Contract Duration: 24 Months

Task	Billing Rate	Lead Technician/Drafter/Designer/Checker	Lead Designer/Checker	Planner II (GIS/Enviro. Tech) Andy Yim	Principal Dan Hansen	Sr. Associate (Storm Load) Jeff Dye	Sr. Associate (Project PVI) Kurt Ahrensfield	Sr. Associate (Traffic Signal) Lead Hendrix	Sr. Associate (Technical Review) Mark Holmes	Sr. Associate (ADA Lead) Gina Parenteau	Lead Engineer/Mgr (Specs) Bruce Johnson	Lead Engineer/Mgr (SD Design) Brian Calero	Lead Engineer/Mgr (Roadway Design) Jerome Didier	Accountant Abi Swanson	Clerical Miranda Boyer	Engineer II (SD Analysis) Colin Paulsen	Engineer II (SD Design) Matt Magee	Engineer II (Roadway Design) Kurt Wiseman	Engineer I (Roadway Design) Kurt McGee	Total Hours	Labor Dollars
Task 1 - Project Management & Coordination																					
1.1 - Project Management & Coordination																				0	\$0.00
1.1.1 - Coordination W/ County Staff							135				8	20								163	\$31,117.40
1.1.2 - Coordination W/ Design Team					18		135				8	12								173	\$34,076.04
1.1.3 - Monthly Progress Reports/Invoices							18							18	9					45	\$5,964.21
1.2 - Project Coordination Meetings							50				12	50								112	\$18,706.70
1.3 - Project Work Plan												8								8	\$1,080.56
1.4 - QA/QC Review							8				8	16								32	\$5,034.88
1.5 - In-House Technical Review									20			2								22	\$4,302.54
Total Task 1 - Project Management & Coordination		0	0	0	18	0	346	0	20	0	36	108		18	9	0	0	0	0	555	\$100,282.33
Task 2 - Survey & Basemapping Coordination																					
2.1 Design Assistance		6									4	4					8	4		26	\$3,100.24
Total Task 2 - Survey & Basemapping Coordination		0	6	0	0	0	0	0	0	0	4	4		0	0	0	8	4	0	26	\$3,100.24
Task 3 - Right-of-Way Assistance & Coordination																					
3.1 Design Assistance																				0	\$0.00
3.1.1 R/W Needs Assistance During PS&E							4				8	16					8	24		60	\$7,341.76
3.1.2 Assistance During Negotiations							4				4	16						16		40	\$5,108.08
Total Task 3 - Right-of-Way Assistance & Coordination		0	0	0	0	0	8	0	0	0	12	32		0	0	0	8	40	0	100	\$12,449.84
Task 4 - Environmental Documentation Support & Coordination																					
4.1 - Coordination for Enviro. Docs. & Permitting																				0	\$0.00
4.1.1 - SEPA & Enviro. Docs.							2				2	4								8	\$1,258.72
4.1.2 - Permitting Assistance							2				2	2								6	\$988.58
4.1.3 - NEPA Coordination							2				2	2								6	\$988.58
4.2 - Assistance in Public Involvement		16					8					12								36	\$5,106.60
Total Task 4 - Environmental Documentation Support & Coordination		0	16	0	0	0	14	0	0	0	6	20		0	0	0	0	0	0	56	\$8,342.48
Task 5 - SWPPP																					
5.1 - SWPPP Preparation											8					16				24	\$2,752.48
Total Task 5 - SWPPP		0	0	0	0	0	0	0	0	0	8	0		0	0	16	0	0	0	24	\$2,752.48
Task 6 - Agency Coordination																				0	\$0.00
6.1 - Agency Coordination Assistance																				0	\$0.00
6.1.1 - 40% Design Plan/Exhibits							1				2	2								5	\$787.46
6.1.2 - 90% Design Plan/Exhibits							1				2	2								5	\$787.46
6.1.3 - Response to Agency Comments							1				1	2								4	\$629.36
Total Task 6 - Agency Coordination		0	0	0	0	0	3	0	0	0	5	6		0	0	0	0	0	0	14	\$2,204.28
Task 7 - Geotechnical Coordination																					
7.1 - Design Assistance & Coordination																				0	\$0.00
7.1.1 - Wall Coordination							2					4								6	\$942.52
7.1.2 - Drainage Design Coordination											8									8	\$1,264.80
7.1.3 - Pavement Design Coordination							2					6								8	\$1,212.66
Total Task 7 - Geotechnical Coordination		0	0	0	0	0	4	0	0	0	8	10		0	0	0	0	0	0	22	\$3,419.98



Task	Lead Technician/Designer (SD Tech) Donal Gales	Lead Technician/Designer (SD Tech) Mike Schaefer	Planner II (GIS/Environ. Tech) Andy Yim	Principal Dan Hansen	Sr. Associate (Storm Lead) Jeff Dye	Sr. Associate (Project PM) Kurt Ahrensfield	Sr. Associate (Technical Review Lead) Mark Holmes	Sr. Associate (ADA Lead) Gina Parenteau	Lead Engineer/Manager (Specs Lead) Bruce Johnson	Lead Engineer/Manager (SD Design) Brian Calero	Lead Engineer/Manager (Roadway Design) Jerome Didier	Accountant Abi Swanson	Clerical Miranda Boyer	Engineer II (SD Analysis) Colin Paulson	Engineer II (SD Design) Max Hagee	Engineer II (Roadway Design) Kurt Wiseman	Engineer I (Roadway Design) Karen McGee	Total Hours	Labor Dollars
<b>Task 9 - Utility Coordination</b>	\$117.30	\$117.30	\$111.21	\$224.40	\$201.96	\$201.12	\$170.03	\$201.62	\$201.62	\$154.97	\$158.10	\$135.07	\$74.85	\$92.98	\$105.78	\$94.38	\$89.88		
9.1 - Identify Utilities																			
9.1.1 - Facilities Verification																		0	\$0.00
9.2 - Utility Coordination																		10	\$1,174.96
9.2.1 - Utility Coordination Log																		0	\$0.00
9.2.2 - Utility Conflict Spreadsheet																		6	\$534.68
9.2.3 - Review Owner Provided Record Drawings																		80	\$9,977.44
9.2.4 - Utility Coordination Meetings																		16	\$1,855.70
9.2.5 - Relocation Summary																		54	\$8,407.56
9.2.6 - Relocation Schedule																		18	\$2,335.12
9.2.7 - Prepare Utility Plans																		8	\$1,432.58
9.2.8 - Plans & CADD Distribution																		34	\$3,921.02
9.2.9 - Specs for Known Util. Conflicts																		8	\$869.28
9.3 - Potable Exploration																		14	\$2,129.78
9.3.1 - Potable Coord @ 60%																		0	\$0.00
9.3.2 - Pre and Post 60% Potable Meetings																		58	\$6,978.80
9.3.3 - Review 60% Potable Data																		8	\$1,200.14
9.3.4 - Potable Coord @ 90%																		34	\$4,236.88
9.3.5 - Pre and Post 90% Potable Meetings																		58	\$6,978.80
9.3.6 - Review 90% Potable Data																		10	\$1,470.28
9.3.7 - 60% Potable Maps																		28	\$3,543.62
9.3.8 - 90% Potable Maps																		0	\$0.00
<b>Total Task 9 - Utility Coordination</b>	0	16	0	0	0	26	0	0	0	12	84	72	0	0	238	0	0	448	\$57,146.64
<b>Task 10 - Storm Drainage Design</b>																			
10.1 - Design Criteria																		4	\$632.40
10.2 - Site Assessment & Mapping																		70	\$7,832.08
10.3 - Office Analysis																		62	\$6,690.44
10.4 - Change in Land Use Area Maps																		54	\$6,189.88
10.5 - Storm Concept Alternative Analysis																		64	\$7,350.40
10.6 - Stormwater Alternatives Technical Memo																		74	\$8,653.06
10.7 - Stormwater Quality Treatment Cales																		40	\$4,240.16
10.8 - Stormwater Flow Control Cales																		48	\$4,984.00
10.9 - Pipe Conveyance Cales																		20	\$2,120.08
10.10 - Gutter Flow Cales																		0	\$0.00
10.11 - Drainage Report																		100	\$11,600.88
10.11.1 - DRAFT Drainage Report																		42	\$5,020.34
10.11.2 - RNAL Drainage Report																			
<b>Total Task 10 - Storm Drainage Design</b>	126	0	12	0	12	0	0	0	0	0	116	0	4	348	0	0	0	618	\$69,533.88
<b>Task 11 - Curb Ramp Modification Analysis &amp; Design</b>																			
11.1 - Curb Ramp Design																		0	\$0.00
11.1.1 - Existing Ramp Analysis																		56	\$5,936.32
11.1.2 - 60% Curb Ramp Design																		0	\$0.00
11.1.3 - 90% Curb Ramp Design																		328	\$36,885.24
11.1.4 - Final Curb Ramp Design																		120	\$14,076.88
11.1.5 - Curb Ramp Exhibits																		64	\$7,149.76
11.1.6 - Curb Ramp Design Meetings																		8	\$917.80
11.1.7 - Curb Ramp Details																		24	\$2,856.84
<b>Total Task 11 - Curb Ramp Modification Analysis &amp; Design</b>	0	155	0	0	0	0	0	24	0	0	0	124	0	0	0	296	0	600	\$67,822.84
<b>Task 12 - MEF Documentation</b>																			
12.1 - Design MEF Document																		0	\$0.00
12.1.1 - DRAFT MEF Document																		0	\$0.00
12.1.2 - RNAL MEF Document																		0	\$0.00
12.2 - WSDOT Coordination & Review of MEF																		0	\$0.00
<b>Total Task 12 - MEF Documentation</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
<b>Task 13 - Structural Earth Wall Design</b>																			
CG Engineering Task																		0	\$0.00
13.1 - Wall Design Coordination																		0	\$0.00
<b>Total Task 13 - Structural Earth Wall Design</b>	0	8	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	16	\$2,018.96

Task	Lead	Technician/D	Lead	Planner II	Principal	Sr.	Sr.	Sr.	Sr.	Sr.	Lead	Lead	Lead	Lead	Accountant	Clerical	Engineer II	Engineer II	Engineer I	Total	Labor Dollars
Task 14 - PS&E Preparation	Technician/D	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD	esigner (SD
14.1 - 60% PS&E	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
60% Cover Sheet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
60% Legend	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
60% Sheet Index	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
60% TESC	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
60% Site Prep	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
60% Typical Roadway Sections	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
60% Typical Roadway Details	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
60% Side Street Profiles	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
60% Roadway/Drainage Plan & Profiles	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140
60% Drainage Details	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
60% Wall Index Sheet	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
60% Wall Profiles	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
60% Wall Details	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
60% Driveway Profiles	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
60% Driveway Details	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
60% Curb Ramp Plans & Details (See Task 11)																					
60% Landscape Plans (SeeCo)																					
60% Landscape Details (SeeCo)																					
60% Channelization & Signing Plans	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
60% Channelization Sign Schedule & Details	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
60% Roadway Cross Sections (Every 25')	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
60% Opinion of Costs																					
14.2 - 90% PS&E																					
90% Cover Sheet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
90% Legend	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
90% Sheet Index	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
90% TESC	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Site Prep	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Typical Roadway Sections	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
90% Typical Roadway Details	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
90% Side Street Profiles	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140	140
90% Roadway/Drainage Plan & Profiles	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Drainage Details	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
90% Wall Index Sheet	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
90% Wall Profiles	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Wall Details	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
90% Driveway Profiles	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Driveway Details	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
90% Curb Ramp Plans & Details (See Task 11)																					
90% Landscape Plans (SeeCo)																					
90% Landscape Details (SeeCo)																					
90% Channelization & Signing Plans	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
90% Channelization Sign Schedule & Details	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
90% Roadway Cross Sections (Every 25')																					
90% Specs																					
90% Opinion of Costs																					
14.3 - Final PS&E																					
Repease to 90% Comments																					
Final Cover Sheet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Final Legend	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Final Sheet Index	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final TESC	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final Site Prep	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final Typical Roadway Sections	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final Typical Roadway Details	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final Side Street Profiles	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Final Roadway/Drainage Plan & Profiles	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Final Drainage Details	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Final Wall Index Sheet																					

Task	Billing Rates										Labor Dollars										
	Lead Designer (SD Tech) Donal Cates	Lead Designer (SD Tech) Drafter Mike Schaefer	Planner II (GIS/Environ. Tech) Andy Tim	Principal Dan Hansen	Sr. Associate (Storm Lead) Jeff Dye	Sr. Associate (Project PM/Roadway) Kurt Abrensfeld	Sr. Associate (Traffic/Signal Lead) Mike Hendrix	Sr. Associate (Technical Review Lead) Mark Holmes	Sr. Associate (ADA Lead) Gina Parenteau	Lead Engineer/Mgr (Specs Lead) Bruce Johnson	Lead Engineer/Mgr (SD Design) Brian Cafiero	Lead Engineer/Mgr (Roadway Design) Jerome Didler	Accountant Abi Swanson	Clerical Miranda Boyer	Engineer II (SD Analysis) Colin Paulsen	Engineer II (SD Design) Max Magee	Engineer II (Roadway Design) Kurt Wiseman	Engineer I (Roadway Design) Kern McGee	Total Hours	Labor Dollars	
Final Wall Profiles	\$117.30	\$117.30	\$111.21	\$234.40	\$201.96	\$201.12	\$176.03	\$201.62	\$201.62	\$154.97	\$158.10	\$135.07	\$92.60	\$74.85	\$72.98	\$105.78	\$94.38	\$89.88		20	\$2,269.26
Final Wall Details	6	6										6				8	8		10	\$1,116.86	
Final Driveway Profiles	4	4										2				4	4		12	\$1,369.00	
Final Driveway Details	4	4										4						4	10	\$1,098.86	
Final Curb Ramp Plans & Details (See Task 11)												2						0	0	\$0.00	
Final Landscape Plans (SnoCo)												0						0	0	\$0.00	
Final Landscape Details (SnoCo)												0						0	0	\$0.00	
Final Channelization & Signing Plans	8	8										2					8	18	\$1,927.58		
Final Channelization Sign Schedule & Details	8	8								24		2					8	18	\$1,927.58		
Final Specs						4	4	4	4		12							32	\$5,203.88		
Final Opinion of Costs						4	4	4	4		12							32	\$5,203.88		
Final Revisions for AD	48	48				8	4	4	4	20	12	20				16	24	32	80	\$9,571.28	
Total Task 14 - PS&E Preparation	38	806	0	0	0	44	26	0	0	84	164	276	0	0	0	292	418	346	160	\$20,421.32	
Task 15 - Signal Design																			2494	\$289,933.54	
60% PS&E																			0	\$0.00	
15.1 - 60% Signal Plans	40	40																	48	\$6,052.24	
15.2 - 60% Wiring Plans	8	8																	10	\$1,278.46	
15.3 - 60% Input File & Display Panel Details	8	8																	10	\$1,278.46	
15.4 - 60% Controller Cabinet Details	4	4																	6	\$809.26	
15.5 - 60% Interconnect Plans	4	4																	6	\$809.26	
15.6 - 60% Opinion of Costs	8	8																	10	\$1,278.46	
90% PS&E																			0	\$0.00	
15.7 - 90% Signal Plans	12	12																	14	\$1,747.66	
15.8 - 90% Wiring Plans	4	4																	5	\$639.23	
15.9 - 90% Input File & Display Panel Details	4	4																	5	\$639.23	
15.10 - 90% Controller Cabinet Details	2	2																	3	\$404.63	
15.11 - 60% Interconnect Plans	1	1																	3	\$404.63	
15.12 - 90% Opinion of Costs	4	4																	2	\$287.33	
15.13 - 90% Signal Specs																			6	\$809.26	
Final PS&E																			4	\$680.12	
15.14 - Final Signal Plans	4	4																	0	\$0.00	
15.15 - Final Wiring Plans	2	2																	6	\$809.26	
15.16 - Final Input File & Display Panel Details	2	2																	3	\$404.63	
15.17 - Final Controller Cabinet Details	2	2																	3	\$404.63	
15.18 - 60% Interconnect Plans	1	1																	2	\$287.33	
15.19 - Final Opinion of Cost	2	2																	4	\$574.66	
15.20 - Final Signal Specs																			4	\$574.66	
15.21 - 60% RRFB Plans & Details (As directed)	16	16																	20	\$2,556.92	
15.22 - 90% RRFB Plans & Details (As directed)	8	8																	16	\$2,298.64	
15.23 - Final RRFB Plans & Details (As directed)	4	4																	6	\$809.26	
Total Task 15 - Signal Design	0	140	0	0	0	0	56	0	0	0	0	0	0	0	0	0	0	0	196	\$20,278.86	
Task 16 - Project File Management & Electronic Exchange of Data																					
16.1 - Design Assistance	20	20																	24	\$2,932.34	
Total Task 16 - Project File Management & Electronic Exchange of Data	0	20	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	24	\$2,932.34	
Expenses																					
Total Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
Total Hours	164	1168	12	18	12	445	82	20	24	96	445	662	18	13	364	546	758	346	5193	\$642,218.69	
Labor Dollars																					

Expenses:	
Mileage - \$54	\$81.00
Reproduction - Reimbursed	\$2,000.00
Subsistence - Unreimbursed	\$0.00
Total:	\$2,081.00

SUMMARY	
Labor	\$642,218.69
Expenses	\$2,081.00
Subsistence	\$0.00
CONTRACT TOTAL	\$644,299.69

## Fee Schedule

**Consultant: Perteet Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @183.94%</b>	<b>Profit @26.00%</b>	<b>Max Rate Per Hour</b>
Executive	\$72.40	\$133.17	\$18.82	\$224.40
Principal	\$72.40	\$133.17	\$18.82	\$224.40
Sr. Associate	\$65.16	\$119.86	\$16.94	\$201.96
Sr. Engineer/Manager	\$54.30	\$99.88	\$14.12	\$168.30
Lead Engineer	\$51.01	\$93.83	\$13.26	\$158.10
Engineer III	\$37.70	\$69.35	\$9.80	\$116.85
Engineer II	\$34.13	\$62.78	\$8.87	\$105.78
Engineer I	\$29.00	\$53.34	\$7.54	\$89.88
Lead Tech/Designer	\$37.85	\$69.61	\$9.84	\$117.30
Technician III	\$27.50	\$50.58	\$7.15	\$85.23
Technician II	\$25.00	\$45.99	\$6.50	\$77.49
Technician I	\$22.00	\$40.47	\$5.72	\$68.19
Lead Const Tech	\$36.00	\$66.22	\$9.36	\$111.58
Const Tech III	\$32.86	\$60.44	\$8.54	\$101.85
Const Tech II	\$27.56	\$50.69	\$7.17	\$85.42
Const Tech I	\$24.00	\$44.15	\$6.24	\$74.39
Sr Planner/Manager	\$51.01	\$93.83	\$13.26	\$158.10
Lead Planner/Manager/Ecologist	\$45.00	\$82.77	\$11.70	\$139.47
Planner III	\$38.00	\$69.90	\$9.88	\$117.78
Planner II	\$35.88	\$66.00	\$9.33	\$111.21
Planner I	\$28.00	\$51.50	\$7.28	\$86.78
Principal Surveyor	\$57.59	\$105.93	\$14.97	\$178.50
Survey Manager	\$46.28	\$85.13	\$12.03	\$143.44
Sr Prof Land Surveyor	\$42.00	\$77.25	\$10.92	\$130.17
Prof Land Surveyor	\$32.03	\$58.92	\$8.33	\$99.27
Office Technician	\$31.26	\$57.51	\$8.13	\$96.90
Field Tech III	\$31.26	\$57.51	\$8.13	\$96.90
Field Tech II	\$30.00	\$55.18	\$7.80	\$92.98
Field Tech I	\$28.00	\$51.50	\$7.28	\$86.78
Construction Manager	\$50.00	\$91.97	\$13.00	\$154.97
Asst Const Manager	\$40.00	\$73.58	\$10.40	\$123.98
Construction Engineer III	\$44.43	\$81.72	\$11.55	\$137.70
Construction Engineer II	\$37.80	\$69.53	\$9.83	\$117.16
Construction Engineer I	\$29.00	\$53.34	\$7.54	\$89.88
Construction Observer III	\$42.00	\$77.25	\$10.92	\$130.17
Construction Observer II	\$38.00	\$69.90	\$9.88	\$117.78
Construction Observer I	\$32.00	\$58.86	\$8.32	\$99.18
Clerical	\$24.15	\$44.42	\$6.28	\$74.85
Accountant	\$29.94	\$55.07	\$7.78	\$92.80

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 AGENCY.

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 AGENCY. All reimbursable charges must be necessary for the services provided under this AGREEMENT.



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

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

June 16, 2016

Pertect, Inc.  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

Subject: Acceptance FYE 2015 ICR – Audit Office Review

Dear Denice Moan:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2015 Indirect Cost Rate (ICR) of 183.94%. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- ☒ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

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

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

If you have any questions, feel free to contact our office at (360) 705-7104 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

  
ERIK K. JONSON  
Manager, Consultant Services Office

EKJ:kms

Acceptance ICR Audit Office Review

Agreement Number: CCF01-17

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

## **Exhibit F**

### **Title VI Assurances**

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

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

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

Agreement Number: CCF01-17



## ***Exhibit G***

### ***Certification Documents***

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

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Perteet Inc., whose address is 2707 Colby Avenue, Suite 900, 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.

Perteet Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Daniel J. Hansen, Vice President

1-25-2017

Date

Agreement Number: CCF01-17

## 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 Pertec 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 **KEN KLEIN**  
Executive Director

2-27-17  
\_\_\_\_\_  
Date

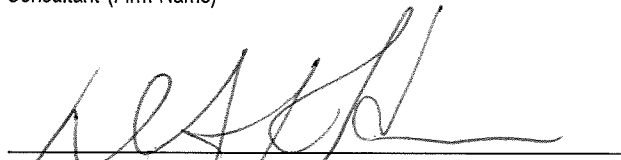
Agreement Number: CCF01-17

**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; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Perteet Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Daniel J. Hansen, Vice President

1-25-2017

Date

Agreement Number: CCF01-17

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

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

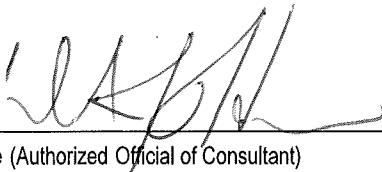
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

Perteet Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1-25-2017

Date

Daniel J. Hansen, Vice President

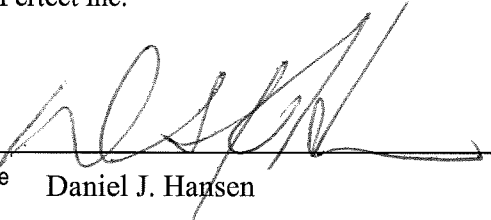
Agreement Number: CCF01-17

## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-15-16DW\* are accurate, complete, and current as of 1/23/2017\*\*

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

Firm: Pertec Inc.

  
\_\_\_\_\_  
Signature Daniel J. Hansen

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

Date of Execution\*\*\*: January 25, 2017

\*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.

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## **Exhibit H**

### **Liability Insurance Increase**

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#### **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**

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

### **Step 5 Forward Documents to Local Programs**

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

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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**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

#### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

# Exhibit K

## Sample Consultant Documents

### EXHIBIT K-2 Consultant Invoice (sample)

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

Invoice Date: January 5, 2015  
Invoice Number: 1001  
Project Name: Puget Park Drive Extension  
Period: 12/1 – 12/31/14

#### TASK 1 - Project Management

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

#### TASK 2 - Design

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

#### REIMBURSABLES:

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

#### 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**

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**EXHIBIT K-3**  
**Consultant Progress Report (sample)**

**PROJECT PROGRESS REPORT No. 1**

Project Name: Puget Park Drive Extension  
Client: Snohomish County Public Works – Civil  
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 12/5/14. 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, 2015	
Traffic Analysis Report	December 5, 2014	December 8, 2014
Revised Design Report	December 12, 2014	December 19, 2014

**Explanation of Variance Between Anticipated and Actual Schedule:**

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

**BUDGET STATUS:**

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

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

**Explanation of Comparison of Budget vs. Estimated Completion:**

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

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