

Snohomish County Airport – Taxilane Echo (PH 2) Engineering Services
RFQ No. 23-005BC
Part B – Services During Construction

CONSULTANT: Jacobs Engineering Group Inc.
CONTACT PERSON: Kevin L. Cooley, PE
ADDRESS: 1100 112th Avenue NE
Bellevue, WA 98004-3100
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 95-4081636
TELEPHONE/FAX NUMBER: 425-233-3047 / 503-736-2058
COUNTY DEPT: Airport
DEPT. CONTACT PERSON: Kevin Latschaw, PE
TELEPHONE/FAX NUMBER: 425-388-5122 / 425-355-9883
PROJECT: TL Echo (PH 2) Engineering Services
AMOUNT: \$849,773
FUND SOURCE: 410.5216806604
CONTRACT DURATION: Date of Execution through Dec. 31, 2027
[unless extended or renewed pursuant to
Section 2 hereof]

AGREEMENT FOR PROFESSIONAL SERVICES
Part B – Services During Construction

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Jacobs Engineering Group Inc., a Delaware corporation (the “Consultant”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is Construction Engineering services in support of Taxilane Echo Reconstruction (Phase 2). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is Part B of the product of County RFQ No. 23-005BC, Engineering Services, Taxilane Echo Phase 2 Paine Field.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the Services in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully

qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the “Effective Date”) and shall terminate on December 31, 2027, PROVIDED, HOWEVER, that the term of this Agreement may be extended for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Consultant, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2025 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the Services performed on each such date. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable consultants. Invoices are processed for payment by Finance two times a week for consultants who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment

methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes ☐ No ☐

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$849,773 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Consultant. The Consultant agrees that Consultant will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant's obligations under this Agreement (the "Consultant personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when required by law.

Because it is an independent contractor, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Consultant agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county,

federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the Services under this Agreement. The Consultant shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or subconsultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Kevin Latschaw, PE
Title: Airport Engineering Manager
Department: Airport
Telephone: (425) 388-5122
Email: kevin.latschaw@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the Services are free from errors and defects and otherwise conform to the requirements of this Agreement. The Consultant shall then notify the County that said Services are complete. The County shall promptly review and inspect the Services to determine whether the Services are acceptable. If the County determines the Services conform to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the Services. If the County determines the Services contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the Services by providing the Consultant with written notice describing the problems with the Services and describing the necessary corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the Services to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the Services will not be made until the Services are accepted by the County. The Consultant shall be responsible for the accuracy of Services even after the County accepts the Services.

If the Consultant fails or refuses to correct the Consultant's Services when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the Services from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification.

a. Professional Liability.

The Consultant agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Consultant's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Consultant, its principals, employees or subconsultants. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees and subcontractors. For the purpose of this section, the County and the Consultant agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials,

agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Services which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Professional Liability, Errors & Omissions: \$5,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the

Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish County Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the Consultant, for itself, its assignees, its subconsultants, its subcontractors and successors (hereinafter collectively referred to as Consultant) in interest agrees as follows:

(1) **Compliance with Regulations.** The Consultant will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as Schedule C.

(2) **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, each potential subcontractor will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(4) **Information and Reports.** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance.** In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The Consultant will include the provisions of

paragraphs one through six in every subcontract, if any. The Consultant will take action with respect to any subcontract as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

15. Employment of County Employees. SCC 2.50.075, “Restrictions on future employment of County employees,” imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant’s Services hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement 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, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party’s reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a “force majeure event”), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21

of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within ten (10) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon twenty (20) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contactor to complete the Services of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Airport
 10108 32nd Ave W, Suite G
 Everett, Washington 98201
 Attention: Kevin Latschaw, PE
 Airport Engineering Manager

and to: Snohomish County Purchasing Division
 3000 Rockefeller Avenue, M/S 507
 Everett, Washington 98201
 Attention: Bill Thornton
 Purchasing Manager

If to the Consultant: Jacobs Engineering Group Inc.
1100 112th Avenue NE, Suite 500
Bellevue, WA 98004-3100
Attention: Kevin L. Cooley, PE, Principal Project Manager

The County or the Consultant may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Consultant was selected through the County's RFP or RFQ identified in Section 1. The RFP or RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Consultant's response, the RFP or RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Consultant, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Consultant, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

JACOBS ENGINEERING GROUP INC:

County Executive Director Date

Date

Approved as to insurance
and indemnification provisions:

Approved as to form only:

Risk Management Date

Legal Counsel to the Consultant Date

Approved as to form only:

Deputy Prosecuting Attorney Date

Paine Field

Taxilane Echo Reconstruction Project Phase 2 – Part B for Services During Construction

Schedule A: Scope of Services

I. Project Description – *The project description is as follows:*

Snohomish County Airport – Paine Field (COUNTY) has a project underway to reconstruct the remaining portion of Taxilane (TXLN) Echo (E) from the Phase 1 limits to the East including Taxiways (TWs) D2 and L to the intersection with TW G and including tie-ins with TW D. See figure 1, below, for the PROJECT area as assumed in 90% design. Under this project, JACOBS ENGINEERING GROUP INC. (CONSULTANT) will provide services during construction for the PROJECT as defined in this Scope of Services document.

Construction is expected to occur between May and October of 2025.

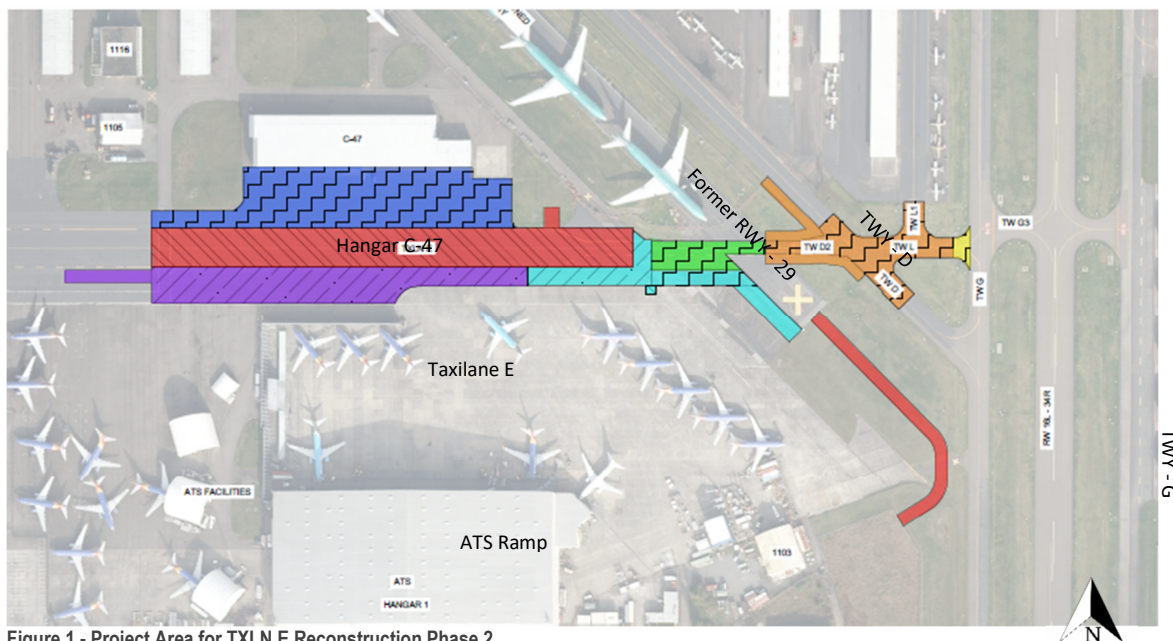


Figure 1 - Project Area for TXLN E Reconstruction Phase 2

Scope of Services

The following additional work is added to the CONTRACT to accomplish the requested services during the construction phase for the PROJECT.

9. CONSTRUCTION PHASE SERVICES

9.1. Project Management Construction Phase

9.1.1. Project Instructions. CONSULTANT will develop Project Instructions for the new phase of work.

9.1.2. Project Safety Plan. CONSULTANT will develop Field Safety Instructions for all its staff and subconsultants performing work during the construction phase.

9.1.3. Project Management/Administration. CONSULTANT will provide construction phase project administrative

services for this phase of the project, including record keeping; filing; monthly cost tracking and statusing; schedule management; monthly invoicing, subcontract development and subcontractor management (up to two (2) subcontracts are expected). A brief invoice progress report will be provided with each invoice. It is assumed that the duration of this task will extend from December 2024 to April 2026 (16 months) with active construction between May 2025 and October 2025 with preparatory and administrative construction support tasks beforehand and post substantial completion punch list and contract closeout activities afterwards.

- 9.1.4. Construction Management Plan & SRM Panel Participation. CONSULTANT will prepare Construction Management Plan according to requirements of FAA for review and approval by COUNTY prior to submission to the FAA for approval. Two drafts and one final version are expected. The SRM panel is expected to be one day in length and require one CONSULTANT staff member to attend. No revisions to the CSPP are anticipated.
- 9.1.5. Project Management Meetings and Teleconferences. This Scope of Services assumes up to three (3) project meetings with the COUNTY to discuss project management issues. Two (2) of these meetings are assumed to be one (1) hour or less in length and occur by telephone with up to three (3) CONSULTANT staff participating. The remaining one (1) meeting is assumed to be held in the COUNTY's offices, as allowed under current public health guidelines, with two (2) CONSULTANT staff in attendance for up to two (2) hours not including travel time.
- 9.1.6. Tenant Outreach Meetings and Teleconferences. This Scope of Services assumes up to two (2) outreach meetings with the COUNTY and project-affected tenants to discuss construction impacts. Meetings are assumed to be one (1) hour or less in length and occur by telephone with up to two (2) CONSULTANT staff participating.

Task 9.1 Deliverables:

- Monthly invoice and invoice progress report (17 assumed)
- Construction Management Plan according to FAA requirements, two drafts and one final submission.
- Meeting agendas, meeting notes and telephone conversation records for important items.

9.2. CONSTRUCTION ADMINISTRATION

- 9.2.1. CONSULTANT will provide construction project administration duties including filing, correspondence, progress reports, prepare and maintain project schedule and reproduction time. Construction staffing is assumed to include up to two resident project representatives (RPR), one part time construction clerk (CC) and a construction manager/project manager (CM). An additional paving inspector (PI) may be required during phases where multiple activities are occurring at the same time. The CC will visit the site approximately 1 day per week on average and will manage document flow during the construction phase. The assumptions made about construction duration for the basis of this scope of work are included in the table below:

Activity	Duration	Start Date
Administrative Notice to Proceed (submittals, procurement, ...)	12 weeks	3/03/2025
Notice to Proceed for Construction Phase	n/a	6/02/2025
Assumed Active Construction Period	18 weeks	10/06/2025
Substantial Completion	n/a	10/06/2025

Punch List/Cleanup	3 weeks	10/27/2025
Physical Completion	n/a	10/27/2025
Final Acceptance	7 days	11/03/2025
Final Closeout	8 weeks	12/31/2023

- CONSULTANT and CONSULTANT's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.
 - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept is reflected in construction. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, do not make CONSULTANT or CONSULTANT's personnel in any way responsible for those duties that belong to COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- 9.3.** Conduct Pre-Construction Meeting. CONSULTANT will schedule, prepare an agenda for, and conduct the preconstruction conference in COUNTY's offices. Four (4) CONSULTANT staff will attend the pre-construction meeting. CONSULTANT will prepare and distribute meeting minutes. The conference is assumed to be two (2) hours.
- 9.4.** Submittal Reviews. This task includes responding to submittals and maintaining submittal log for an assumed 70 unique submittals. A total of 175 hours is assumed to respond to submittals. The CONSULTANT's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the construction contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions
- 9.5.** Respond to Requests for Information (RFIs). This task includes the office time required to respond to contractor's requests for information. A total of 70 hours is included to respond to an assumed 35 RFI's.
- 9.6.** Change Orders. Assist COUNTY with preparation of up to three (3) change orders. The CONSULTANT will draft the change order for COUNTY review and approval.
- 9.7.** Onsite Construction Observation. CONSULTANT will provide Resident Project Representative (RPR) to:
- Assist the COUNTY in communications with the construction Contractor.
 - Provide on-the-job, day-to-day part time observation of the work as defined herein to observe the progress of the work and to determine if the work is proceeding in general accordance with the intent of the contract documents. One RPR will be present when major construction activities are occurring. It is assumed that the construction contractor will work an average of 6 days per week during the construction period and that the RPR will average 14 hours per day to cover activities each day for 18 weeks. CM will be on site for 8 hours per

day, 5 days per week. Therefore 2232 hours are budgeted for this task.

- An additional paving inspector (PI) may be required during phases where multiple activities are occurring at the same time. Approximately 20 paving days are assumed for this contract, among many other activities. It is assumed that 15 days of the construction will need a second paving inspector (PI) to be onsite to observe paving. Each day is assumed to be 10 hours. Therefore, an additional 150 hours assumed under this task for PI to be onsite.
- RPR and CM will conduct a weekly construction meeting with COUNTY and construction contractor to coordinate construction issues. Meeting minutes will be prepared and circulated weekly. CM/PM is expected to attend 18 meetings in person during the course of the work.
- RPR will prepare periodic progress reports on the work, including a daily construction activity report.
- RPR/CC will review certified payrolls and conduct all wage interviews of construction contractor staffing as required.
- RPR will recommend to CM quantities for progress payments to the construction contractor as set forth in the construction contract.
- RPR will keep records, maps, and plans for the preparation of record drawings of the PROJECT. Review grade checking during final grading in accordance with FAA standards.

9.8. Quality Assurance Testing. Quality Assurance (QA) materials testing services will be provided for this project according to the Contract Documents (however the budget for this work is based upon an assumed level of testing as shown in table 2 below). A materials testing laboratory meeting ASTM D-3666 qualifications and approved by the FAA will be subcontracted by CONSULTANT to provide the materials testing services. CONSULTANT will coordinate the work of resident inspections and (QA) testing laboratories in the observation and testing of materials used in the construction. The CONSULTANT will document and evaluate results of testing and address deficiencies, as required.

Estimated materials testing services are tabulated below:

- FAA P-152 Subgrade Testing (Sieves, proctors, field compaction time) ~ 15,000 SY
- FAA P-209 Base Testing (Sieve, proctors, field compaction time) ~ 15,000 SY
- FAA P-401 Asphalt Concrete Pavement Testing ~ 6,000 tons (8 lots assumed)
- FAA P-501 Portland Cement Concrete Pavement Testing ~ 8,500 SY (6 lots assumed)
- Trench Backfill Various ~ 2,500 LF of pipe assumed

Table 2: Quality Assurance Inspection and Testing Services Estimate

Inspection Services							
Soils Technician						80	Hours
Density Testing:	Estimate	20	inspections at	4	hours per inspection		
Asphalt Technician						64	Hours
Sampling:	Estimate	8	inspections at	8	hours per inspection		
Portland Cement Concrete Testing						80	Hours
Sampling:	Estimate	8	inspections at	10	hours per inspection		

Overtime Contingency (Assume ~30%)							70	Hours
Project Management (Includes meetings, site visits, report review, mix design review, and misc. consultation)							30	Hours
Laboratory Services								
Concrete Flexural Beam Breaks Test							30	Each
Asphalt Superpave Test Set (VMA, VFA and VA)							32	Each
Asphalt Core Density Test							32	Each
Asphalt Rice Density Test							12	Each
Soil Moisture Density Relationship Test (Proctor)							9	Each
Sieve Analysis Test (Includes particles finer than #200)							12	Each

9.9. Progress Payment Requests. CONSULTANT will review the monthly payment requests of the construction Contractor, recommend modifications, and submit to the COUNTY for review/payment. Six(6) progress payment applications and one (1) final payment application are assumed. Recommendations by CONSULTANT to COUNTY for periodic construction progress payments to the construction contractor(s) will be based on CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between COUNTY and the construction contractors that affect the amount that should be paid.

9.10. Site Visits. A CONSULTANT staff member (one of the Engineers of Record) will make approximately 16 periodic site visits during active construction to observe the progress and to determine if the work is

proceeding in general accordance with the intent of the contract documents. Visits are assumed to average 6 hours each onsite.

- 9.11. Participate in Final Inspection. CONSULTANT's RPR and CM will attend the final inspection and prepare the final punch list. The inspection is expected to last 4 hours. Twenty Four (24) additional hours are budgeted to assist the COUNTY in resolution of issues encountered during the final inspection and to confirm punch list is completed satisfactorily.
- 9.12. Prepare FAA Final Construction Report. CONSULTANT will prepare a construction closeout report according to FAA NWM Region published requirements. The report will include all the required sections and testing results and will include a copy of the record drawings (task 8.12) in an appendix.
- 9.13. Prepare Record Drawings. CONSULTANT will revise contract plans (65 sheets assumed) to reflect changes made during construction from information provided by construction Contractor and the RPR. CONSULTANT is not responsible for any errors or omissions in the information from others (i.e. construction contractor) that is incorporated into the record drawings. AutoCAD and PDF versions of the plans will be provided for the construction contract.
- 9.14. Project Close-out Assistance. CONSULTANT will provide COUNTY up to 40 hours for project closeout services to assist with construction contract closeout, Snohomish County contract closeout, or other closeout services requested by COUNTY.

Task 9 Deliverables:

- Monthly invoice and invoice progress report (17 assumed)
- FAA Quarterly Performance Reports (4 assumed)
- Construction Management Plan according to FAA requirements, two drafts and one final submission.
- Schedule updates (3 assumed)
- Meeting agendas, meeting notes and telephone conversation records for important items.
- Contractor Submittals with Engineer disposition (70 unique assumed)
- Completed RFIs (35 assumed)
- Change Orders (3 assumed).
- Progress Estimates and Final Payment Application (total of 7)
- Letter Recommending Final Acceptance
- FAA Format Final Construction Closeout Report
- Completed Record Drawings (As-builts) – PDF, AutoCAD

10. TAXILANE ECHO ON-CALL TASK

- 10.1. **On Call Work – CONSULTANT** will provide additional pavement design, drainage design, airfield layout, or other design or support services as requested by COUNTY.

10.1.1. CONTRACTOR will provide project management services for on-call tasks as assigned.

10.1.2. This scope includes up to 600 hours of design support by CONTRACTOR. Individual on-call tasks will be authorized by email from COUNTY Project Manager. Emails to include scope summary, expected schedule and budget for each on-call task assignment.

II. Task Order Assumptions

1. The Project qualified for NEPA Categorical Exclusion (CATEX) under FAA and will not be revisited.
2. The Project LDA permit from the previous phase will not be revisited or revised. All improvements will stay within the previously permitted limits.
3. The duration of active construction phase is expected to be approximately 18 weeks
4. This work will utilize an FAA DBE Plan and Goal developed under a different scope of work and will not require an new FAA DBE plan or DBE goal to be developed.
5. CONSULTANT may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by COUNTY.
6. Access onto private property will not be needed. Access to leasehold properties will be coordinated by COUNTY.
7. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that COUNTY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates. If COUNTY wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, COUNTY will employ an independent cost estimator, contractor, or other appropriate advisor.

END OF SCHEDULE A – SCOPE OF SERVICES

2/31/2024

PAGE 1 OF 1

Addendum C

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 16871 *et seq.*). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)