

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

Agreement Number: CCF01-24

Firm/Organization Legal Name (do not use dba's): Perteet, Inc.		
Address 2707 Colby Avenue, Suite 900, Everett, WA 98201	Federal Aid Number N/A	
UBI Number 601 288 065	Federal TIN 91-1505037	
Execution Date Date of the Last Party to Sign	Completion Date 12/31/2026	
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 I-5/164th Street SW Direct Access Improvements		
Description of Work  This project will improve the direct access ramps at the Ash Way Park & Ride by providing a new connection from the east over I-5 and improved connections to the road system for transit, HOV, and multimodal travel to provide access to the future light rail station near the 164th Street/I5 interchange.		
<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: \$1,618,649.18

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THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between SNOHOMISH COUNTY, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY:

Name: Gina Moore  
Agency: Snohomish County  
Address: 3000 Rockefeller Ave, M/S 607  
City: Everett State: WA Zip: 98201  
Email: [gina.moore@snoco.org](mailto:gina.moore@snoco.org)  
Phone: 425-312-0559  
Facsimile: N/A

If to CONSULTANT:

Name: Peter De Boldt, PE  
Agency: Perteet Inc.  
Address: PO Box 1186  
City: Everett State: WA Zip: 98206-1186  
Email: [peter.deboldt@perteet.com](mailto:peter.deboldt@perteet.com)  
Phone: 206-436-0532  
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.

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

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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



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

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

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

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

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

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

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

## Insurance Coverage

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

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

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

Name: Gina Moore  
Agency: Snohomish County  
Address: 3000 Rockefeller Ave, M/S 607  
City: Everett State: WA Zip: 98201  
Email: gina.moore@snoco.org  
Phone: 425-312-0559  
Facsimile: N/A

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

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

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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, 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 anykind, 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.

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Signature

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Date

---

Signature

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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 BY:**

George B. Marsh  
Deputy Prosecuting Attorney  
Date: 06/14/2023

# Exhibit A

## Scope of Work

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### INTRODUCTION

The overall objective of this project is to complete the ramps to/from the north as well as the existing transit crossing of I-5 that is just north of 164th Street SW. The completed crossing will provide better access across I-5 for bus transit, HOV, pedestrians, and bicyclists to the new Sound Transit Light Rail Transit (LRT) Station being planned by Sound Transit for the Everett Link Extension (EVLE). This new crossing will enhance access for all travel modes to this new LRT Station with a specific opportunity to reduce travel time and a more seamless connection for Community Transit's Orange Line Bus Rapid Transit (BRT) to the Sound Transit LRT station.

Initial services are to provide the technical analysis, studies, and documents necessary to process a Non-Access Feasibility Study and Access Revision Report (ARR) in accordance with *WSDOT Design Manual* Chapter 550 "Freeway Access Revision." Two prior traffic studies by CONSULTANT and the Transpo Group will be evaluated to determine if one or both may be used to avoid creation of a new Non-Access Feasibility Study (see Task 3).

Also included within this AGREEMENT for the overcrossing are the roadway and circulation improvements on both sides of I-5 necessary to serve the overcrossing. These are anticipated to include the options identified in the Transpo Group study, plus an extension of a new overcrossing of I-5 along the existing direct access ramps east to Meadow Road. Currently, the overcrossing is proposed to provide for transit, High Occupancy Vehicle (HOV) and non-motorized access across I-5 and include direct access ramps to and from the north to serve transit.

Following WSDOT/FHWA approval of the ARR, at the option of the AGENCY, subsequent services are intended to include 30% design, environmental review, right-of-way plans, and services required to obtain construction permit approvals.

The AGENCY's goal is to have the project operational prior to the opening of Sound Transit's Ash Way Light Rail Station, scheduled for completion by 2037.

### GENERAL SCOPE OF WORK

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 elements:

- Task 1 – Project Management and Coordination
- Task 2 – Support Team Meetings
- Task 3 – Non-Access Feasibility Study
- Task 4 – Access Revision Report
- Task 5 – Utility Coordination
- Task 6 – Topographic Survey and Basemapping
- Task 7 – Geotechnical Investigations
- Task 8 – Environmental Documentation and Permitting
- Task 9 – Community Engagement
- Task 10 – Grant Assistance

### Optional Services

With prior written approval by the AGENCY and written notice-to-proceed, work elements described in this Scope of Work listed as optional services (as directed) may be produced by the CONSULTANT.

### SCOPE OF WORK DEFINED

#### Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

##### 1.1 Project Coordination with AGENCY

CONSULTANT will coordinate with AGENCY on a regular basis to keep the AGENCY's Project Manager informed about project progress, project issues, and schedule. Regular communication with the AGENCY will occur on a bi-weekly basis, including a bi-weekly email summary of work completed and anticipated work the next week. CONSULTANT will also include prepare and update an Action Items Log and a Record of Decision throughout the duration of the project.

If the AGENCY has a change in project manager, the CONSULTANT will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Work are requested due to the change in AGENCY's project manager, this will require a supplement to the Agreement.

The CONSULTANT will attend one project kickoff meeting with the AGENCY and up to twenty-four project status meetings with the AGENCY. The AGENCY will provide the CONSULTANT three business days' notice prior to a required meeting, however, the AGENCY and

CONSULTANT may agree to meet with less notice, provided that the dates and times of the proposed meeting are mutually agreeable.

- Kickoff meeting with the AGENCY:
  - Held in-person at the AGENCY or CONSULTANT's Everett office.
  - CONSULTANT will prepare a Work Plan to distribute at this meeting.
  - Will be attended by CONSULTANT discipline leads.
  - Sub-consultants from the following disciplines will attend:
    - Transportation/environmental planning and design, up to two staff (WSP USA Inc.)
    - Geotechnical engineering, up to two staff (HWA GeoSciences Inc)
    - Land surveying, one staff (Furtado & Associates, Inc.)
    - Noise, vibration and air sub-consultant, one staff (Michael Minor & Associates)
- Up to twenty-four meetings attended by CONSULTANT:
  - Up to one half of these meetings will be in-person and held at the AGENCY or CONSULTANT's Everett office,
  - Up to one half held virtually on Microsoft Teams.
  - Including up to four staff from the CONSULTANT team
- Sub-consultant attendance at meetings related to design work will be included under the individual design tasks of this scope.
- The CONSULTANT will prepare agendas, meeting notes/action items, and distribute to attendees.

#### Deliverables:

- Bi-weekly emails summarizing work completed and anticipated
- Action Items Log and Record of Decision maintained throughout the project
- Debrief of new AGENCY Project Manager (if required) to include summary of design and progress, summary of decisions made, all past deliverables to date
- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Meeting Agendas for up to twenty-four meetings and notes/action items

### 1.2 Project Schedule, Budget, and Team Management

The CONSULTANT will develop an overall project schedule, which will include a detailed schedule by task for the work described in this scope. The CONSULTANT will prepare a draft and final schedule for AGENCY review, and then the CONSULTANT will prepare two schedule updates as the project progresses, when requested by the AGENCY. The CONSULTANT will also manage the CONSULTANT budgets, monitor staff and sub-consultants, manage change and prepare amendments, and monitor work progress under this work element.

#### Assumptions:

- The duration for this phase of the project shall be no longer than fifteen months.
- Maximum of two project schedule updates will be prepared.
- Meetings between CONSULTANT and sub-consultants will be conducted under other scope tasks.

#### Deliverables:

- Work Plan
- Project Schedule draft and final (Microsoft Project format) and up to two updates
- Invoices and Progress Reports

### Task 2 – Support Team Meetings

This task of work will focus on defining responsibilities amongst the key stakeholders, initiating stakeholder participation, identifying what needs to be done to achieve success for the project, and then assessing different project work products.

The CONSULTANT will lead, with support from the AGENCY, the formation of both an Executive Support Team and a Technical Support Team for the project as described in the *Washington State Department of Transportation (WSDOT) Design Manual* Chapter 550.04, "Freeway Access Revision Support Teams" to define the project:

- The Executive Support Team is expected to include senior decision makers from the AGENCY, WSDOT, FHWA, Sound Transit, and Community Transit (and others as identified by the agencies).
- The Technical Support Team is expected to include both CONSULTANT team leads along with AGENCY staff identified by the Executive Support Team.

After the teams are formed, the CONSULTANT will lead meetings each team to define the project and confirm appropriate processes to move the project forward. The initial project goal statement is as follows:

"This project will improve the direct access ramps at the Ash Way Park & Ride by providing a new connection from the east over I-5 and improved connections to the road system for transit, HOV, and multimodal travel to provide access to the future light rail station near the 164th Street/I-5 interchange."

The Support Teams will also consider an option that adds new transit-only ramps to-and-from the north side of the overcrossing to access the



existing I-5 HOV lanes. Within this option an early decision would be sought from the Executive and Technical Support Teams to determine if the approach of steps defined in the *WSDOT Design Manual*, Chapter 550.05 for a “Non-Access Feasibility Study” and the Chapter 550.06 “Access Revision Report Process” could be combined into a single deliverable.

## **2.1 Project Support Team Meetings**

The CONSULTANT will lead the following meetings for this task:

- Kickoff Meeting:
  - Held in-person at the AGENCY or CONSULTANT’s Everett office
  - Includes both the Executive Support Team and the Technical Support Team
  - Attended by CONSULTANT discipline leads, up to eight staff
  - Sub-consultants from the following disciplines will attend:
    - Transportation/environmental planning and design, up to two staff (WSP USA Inc.)
    - Geotechnical engineering, one staff (HWA GeoSciences Inc)
    - Land surveying, one staff (Furtado & Associates, Inc.)
    - Noise sub-consultant, one staff (Michael Minor & Associates)
- Executive Support Team Meetings:
  - Up to four meetings
  - Held in-person at the AGENCY or CONSULTANT’s Everett office
  - Attended by CONSULTANT, up to four staff
- Technical Support Team Meetings:
  - Up to six meetings:
    - Up to half held in-person at the AGENCY or CONSULTANT’s Everett office
    - Up to half held virtually on Microsoft Teams
  - Attended by CONSULTANT, up to four staff

Deliverables:

- The CONSULTANT will prepare agendas, meeting notes/action items, and distribute to attendees for each of the meetings in this section.

## **Task 3 – Non-Access Feasibility Study**

Before starting this task, the CONSULTANT will present the results of a previous “East-West High-Capacity Transit Access Study” report prepared by CONSULTANT and the “LRT Station Access Studies” prepared by the Transpo Group to the Technical Support Team to determine if either or both earlier studies could meet the requirements of the Non-Access Feasibility Study.

If the Technical Support team finds that the “East-West High-Capacity Transit Access Study” and/or the “LRT Station Access Studies” meet the requirements of the Non-Access Feasibility Study, then the CONSULTANT and the AGENCY will present it to the Executive Support Team and request an exemption from the Non-Access Feasibility Study process. If the Executive Support Team concurs, a written endorsement will be prepared by the CONSULTANT for execution by the Executive Support Team members. If the written endorsement is received, then task items listed as “Optional Services” within Task 3 will not need to be completed.

The CONSULTANT will conduct the technical analysis and prepare the following documentation of a non-access feasibility study to determine whether non-access improvements can address the performance gaps agreed upon by the Executive Support Team in Task 2.1. The following technical analyses will be conducted, and results will be included in the Non-Access Feasibility Study:

## **3.1 Traffic Volume and Transportation Data Collection**

### **3.1.1 Traffic Volume Collection**

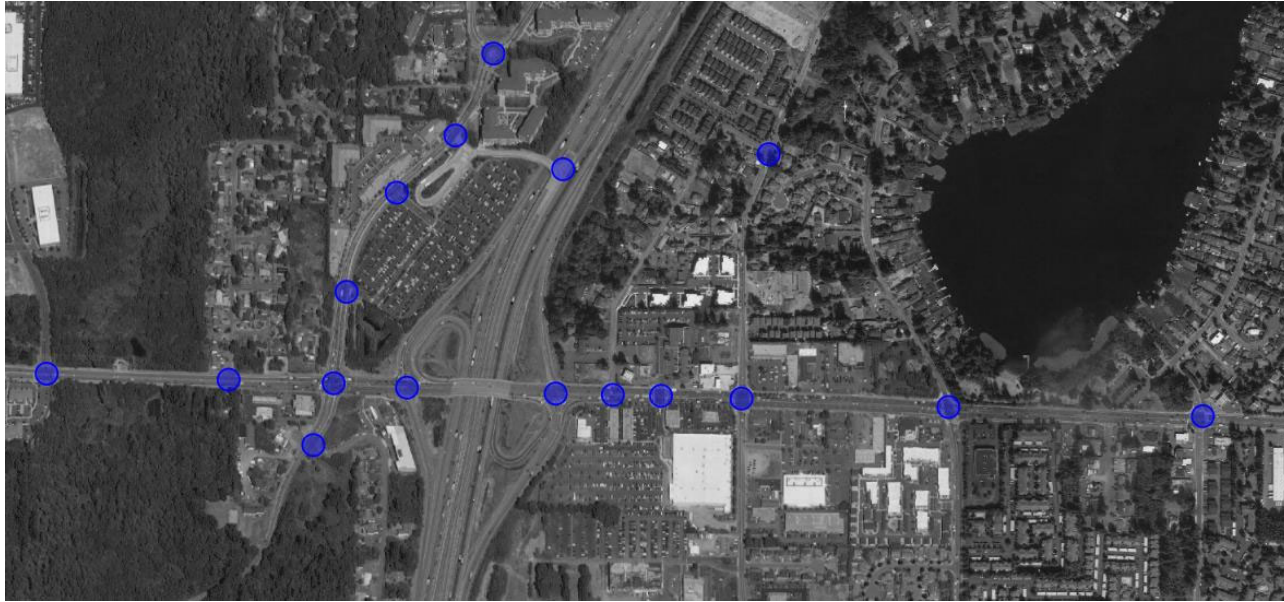
The CONSULTANT will collect existing AM and PM 2- or 3-hour peak period hour traffic volumes at the intersection locations identified below. The Technical or Executive Support Teams may add up to two additional locations within the scope of this task.

The AM and PM traffic volumes will be collected for the following intersections:

- 164th Street SW/25th Avenue W
- 164th Street SW/22nd Avenue W
- 164th Street SW/Ash Way
- 164th Street SW/SB I-5 on/off ramp
- 164th Street SW/NB I-5 on/off ramp
- 164th Street SW/Motor Place
- 164th Street SW/14th Place W
- 164th Street SW/Meadow Road
- 164th Street SW/Larch Way
- 164th Street SW/6th Avenue W
- Ash Way/Ash Way Park-and-Ride entrances (3)

- Ash Way/18th Avenue W
- Ash Way/20th Avenue W
- I-5 direct access ramps at Ash Way Park-and-Ride overpass
- 160th Street SW/Meadow Road
- 128th Street SW and I-5 southbound ramp
- 128th Street SW and I-5 northbound ramp

See **Figure 1** for locations of intersections near 164th Street SW where traffic volumes will be collected (and analyzed in Task 3.2.1).



**Figure 1. Location of intersections near 164th Street SW for data collection and analysis.**

The CONSULTANT will collect Average Weekday Traffic (AWDT) volumes summarized as 24-hour volumes from 72-hour tube counts at up to eight locations, which may include the following:

- 164th Street SW just west of Ash Way
- 164th Street SW just west of Motor Place
- Ash Way just south of 18th Avenue W
- Meadow Road just south of 162nd Place SW

The AGENCY's current Bentley EMME Multimodal Transport Planning Software (EMME) travel demand model will be used as the basis for developing traffic volume forecasts. The AGENCY will provide AM and PM peak hour model volumes for the existing base year, 2019 ("Base Year"), and for the current horizon year, 2044 ("Current Horizon Year"), in the form of peak hour plots within the traffic analysis study area including the intersections listed above.

The AGENCY will also provide the EMME model databanks for the "Base Year" and "Current Horizon Year" along with all the trip tables and necessary macros for running existing baseline, future baseline and any "what if" scenario assignments.

The Executive Support Team will accept or modify project assumptions of 2030 as the "Opening Year" and 2050 as the "Design Year." The CONSULTANT will utilize the implied growth reflected in the model output to develop "Opening Year" AM and PM peak hour traffic volume forecasts for the intersections identified above. This process will include interpolating AM and PM peak hour traffic volumes for the project's Opening Year and Design Year for the same locations listed above.

#### Deliverables:

- AM and PM peak hour existing condition traffic turning movements for up to twenty-one intersections
- AM and PM peak hour turning movement volume forecasts for the Opening Year for up to twenty-one intersections
- AM and PM peak hour turning movement volume forecasts for the Design Year for up to twenty-one intersections

### 3.1.2 Safety Data

The CONSULTANT will obtain State Patrol and WSDOT crash data for the most recently available three-year period on the I-5 corridor between the I-5/I-405 interchange and the 128th Street SW interchange. Collect AGENCY data for the street system bounded by 128th Street SW on the north, Ash Way on the west, Maple Road on the south, and Larch Way on the east. Review, organize and consolidate data into a user-friendly format.

Deliverables:

- Summary of the crash data collected for the study area

### 3.1.3 Transit Data

The CONSULTANT will collect the following information:

- An inventory of transit routes and service frequencies for transit routes using 164th Street, Ash Way, the existing direct access ramps, and I-5 through the study area
- Available existing ridership data for the routes identified above from Community Transit and Sound Transit
- Future transit plans affecting the study area, including those identified in Community Transit's recent Long-Range Transit Plan, as well as the most current Sound Transit plans for the Everett Link Extension, station location within the 164th Street/Ash Way area, and any transit integration plans developed by Sound Transit or its partners related to the future Link station.
- Any available transit ridership projections based on the future transit system depicted by the information described above.

Deliverables:

- A summary of the transit conditions to be included in the Existing and Future Baseline Conditions Technical Memorandum

### 3.1.4 Active Transportation Data

The AGENCY will provide the CONSULTANT with the following data:

- Inventory of bicycle and pedestrian facilities within the study area, preferably in the form of GIS layers.
- Any available information on pedestrian and bicycle usage of facilities in the study area.
- Any plans the AGENCY has related to future pedestrian and bicycle improvements in the study area.

The CONSULTANT will review the data provided and conduct an existing baseline level of traffic stress (LTS) for pedestrian and bicycle use along 164th Street between Ash Way and Meadow Road, along Ash Way between 164th Street and the Ash Way Park-and-Ride, and along Meadow Road between 164th Street and 160th Street.

The CONSULTANT will provide a summary of existing conditions for active transportation in the study area, including the development of existing LTS for bicycles and pedestrians and identification of gaps in the system. For scoping purposes, it is assumed that the existing conditions active transportation summary will be submitted to the AGENCY for review, but that any review comments will be addressed as part of the subsequent Existing and Future Baseline Conditions Technical Memorandum.

Deliverables:

- A summary of the transit conditions to be included in the Existing and Future Baseline Conditions Technical Memorandum

### 3.2 Non-Access Feasibility Study Methods and Assumptions Document – *Optional Service*

The CONSULTANT will prepare a Methods and Assumptions (M&A) document that will establish the methods the study will follow and any assumptions for the study. The M&A document will include the following elements:

- Team Participants
  - Executive Support Team members, roles, and responsibilities
  - Technical Support Team members, roles, and responsibilities
- Scalability (if applicable, see *WSDOT Design Manual*, Chapter 530.03(1) "Limited Access Control - Full Control (Most Restrictive) – Introduction" and Exhibit 550-3, "Access Revision Documentation and Review/Approval Levels")
- Planning Linkage
  - Pertinent planning documents
  - Prior community engagement
  - Background context (e.g., No Build baseline projects)
- Environmental Linkage
  - Probable environmental documentation: Environmental Impact Statement (EIS), Environmental Assessment (EA), or Categorical Exclusion (CE)
  - National Environmental Policy Acts/State Environmental Policy Acts (NEPA/SEPA) compliance strategy
- Community Engagement
  - See WSDOT [Community Engagement Plan](http://www.wsdot.wa.gov/construction-planning/statewide-plans/community-engagement-plan) ([www.wsdot.wa.gov/construction-planning/statewide-plans/community-engagement-plan](http://www.wsdot.wa.gov/construction-planning/statewide-plans/community-engagement-plan))
- Alternatives Selection
  - Process for determining non-access reasonable alternatives including alternative development and screening
- Traffic Operational Analysis Scope and Scale
  - Determine the study area for operational analysis. For efficiency and uniformity of data, it may be beneficial to assume a freeway access revision will be necessary when determining the study area. Discuss the study area in detail, reach agreement on its scope and scale, and record in the M&A document. Typical analysis study areas include:
    - Particularly in urbanized areas, at least the first adjacent existing or proposed interchange on either side of where an access revision is being considered and the entire freeway components within this area.

- The crossroads to at least the first major intersection on either side of where the access revision is being considered. The local street network should be extended as necessary to fully evaluate the impacts of the proposed change in access.
  - Incorporate connections to the transit network inside the study area as modifications to the transit service may impact travel demand.
  - Incorporate regional trails and shared-use paths inside the study area as improving multimodal connectivity may impact travel demand.
- Study period: AM/PM Peak, midday, weekends
- Study years: Base Year, Opening Year, Design Year
- Methodology: Highway Capacity Manual or other tool
- Multimodal priorities and accommodation
  - Transit operations and considerations: Transit must be given consideration in locations where freeways are at capacity in the peak hours
  - Bicyclist networks connectivity, needs, considerations
  - Pedestrian access and network connectivity, needs, considerations.
- Tools: Software versions and default software settings
- Traffic forecasting methodology
- Measures of effectiveness
- Safety Performance Analysis Scope and Scale (see WSDOT Design Manual Chapter 321 *Sustainable Safety Analysis*)
  - Study area
  - Study period
  - Study years: Base Year, Opening Year, Design Year
  - Methodology
  - Tools
  - Measures of effectiveness
- Identify and Record Assumptions
  - Base Improvements – Transportation projects that will be built by developers, local agencies, and the state and what year they will be built.
  - Items that are uncertain and may have an impact on the analysis. For example, funding, tolling, context changes, modal shift, or travel demand management.
- Change Management
  - How will your study address changes in assumptions, scope, or deliverables?

#### Deliverables:

- Draft and final version of the Non-Access Feasibility Study Methods and Assumptions Document for review and comment by the Technical Support Team
- Second draft version of the Non-Access Feasibility Study Methods and Assumptions Document for review and comment by the Executive Support Team
- Final version of Non-Access Feasibility Study Methods and Assumptions Document for signature by the Executive Support Team

### 3.3 Existing and Future Baseline Conditions

To identify existing and anticipated transportation performance gaps in the study area, the transportation/environmental planning and design sub-consult (WSP USA Inc.) will prepare an Existing and Future Baseline Conditions Technical Memorandum documenting operational and safety conditions for all modes of transportation. This document will serve as the basis for the Executive Team's determination of whether a performance gap exists in the transportation system for the study area as well as inform the development of the project's purpose and need statement. This work element will have the following sub-elements:

#### 3.3.1 Existing Condition Traffic Operations Analysis

Using traffic data collected in Task 3.1, develop and calibrate AM and PM peak period PTV Group VISSIM Multimodal Traffic Simulation (VISSIM) models that include I-5 and the interchanges between I-405 and 128th Street SW as well as all the intersections identified in Task 3.1.1. The existing conditions VISSIM models will be calibrated for the AM and PM peak periods based on speeds and volumes along I-5 (pulled from WSDOT's permanent traffic recorders and supplemented with Google travel times as needed), as well as volumes collected in Task 3.1.1 and speeds/travel times (pulled from Google) for the 164<sup>th</sup> Street corridor.

Once the models are calibrated, current operations of the I-5 mainline and interchanges, as well as arterial corridor and intersection operations will be obtained from the models. The purpose of these analyses is to establish baseline traffic operation conditions to compare against possible local transportation improvements and impacts of possible access points near the 164th Street SW interchange. VISSIM analysis will also be conducted for all these areas and the additional intersections as shown in Figure 1. VISSIM analysis will also be conducted for all these areas and the additional intersections as shown in Figure 1.

#### 3.3.2 Existing Condition Crash Analysis

Crash data collected in Task 3.1 will be used to conduct an existing condition crash analysis at each of the I-5 interchanges between I-405 and

128th Street SW. This analysis will include the I-5 interchange ramp terminals, the I-5 mainline, the ramp intersections with local arterials, and 164th Street SW up to ½ mile east and west of I-5 for the three-year time period for which crash data is available.

The existing conditions safety analysis will be conducted in the following manner:

- For arterial intersections and I-5 mainline and ramp segments the applicable extended HSM predictive method spreadsheet (available from WSDOT) will be used
- Compare observed crashes with predicted crashes calculated using American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual (HSM)
- As part of WSDOT's Target Zero policy, review all fatal and serious injury crashes and any crashes involving people who walk or bike. Identify mitigation to reduce these crash types through infrastructure investments that are cost effective.

Analyze the crash data to determine if there are any patterns to the crashes or if there are concentrations of crashes at a particular location(s). If there are patterns or concentrations of crashes, determine the target crash types, severities, and their contributing factors.

### **3.3.3 Technical Memorandum**

Prepare a technical memorandum documenting the existing condition analysis. The focus will be a discussion of traffic operation deficiencies and high-crash locations found in the operational analysis.

### **3.3.4 Future Condition Traffic Operations Analysis**

Based on regional and local plans, and a review of Puget Sound Regional Council (PSRC) Regional Transportation Plan elements (included in the current future year PSRC SoundCast model), identify planned improvements for the study area transportation network. These, combined with existing facilities, will form the "Future Baseline," or "No Build" network for this project.

#### Traffic Analysis

Confirm that the future baseline projects identified above are included in the travel demand model. Use post-processed Opening Year and Design Year AM and PM peak hour traffic volumes developed in Task 3.1 to conduct future baseline AM and PM peak period traffic operations analyses for Opening Year and Design Year using the VISSIM traffic operations model. Analysis will include the I-5 interchanges at I-405, 164th Street SW, Ash Way HOV Direct Access ramps, and 128th Street SW and the additional intersections identified in **Figure 1**. Measures produced by VISSIM will include:

- Travel speeds and times
- Intersection delay
- Queuing information
- Vehicle throughput

#### Safety Analysis

Based on growth in traffic and any changes in the future No Build transportation facilities, the CONSULTANT will calculate the following for the Future No Build Condition for both Opening Year and the Design Year:

- For arterial intersections and I-5 mainline and ramp segments the applicable extended HSM predictive method spreadsheet (available from WSDOT) will be used

#### Active Transportation

Based on future traffic volumes and any changed conditions in infrastructure, future baseline level of traffic stress (LTS) will be conducted for pedestrian facilities along 164th Street between Ash Way and Meadow Road, along Ash Way between 164th Street and the Ash Way Park-and-Ride bus entrance, and along Meadow Road between 164th Street and 160th Street.

#### Transit

Transit performance will be inferred based on the changes to roadway travel times, the inclusion of proposed new transit service, and transit ridership data obtained from the Sound Transit Ridership Forecasting model.

Deliverables:

- Draft and final versions of Technical Memorandum documenting existing and future baseline condition multimodal transportation operations and safety analysis in MS Word format. Supporting LOS exhibits will be scanned and attached as PDF documents.
- Draft (two drafts are assumed), and final versions of Technical Memorandum documenting future conditions analysis in MS Word format. Supporting LOS exhibits will be included. A summary of proposed local, and if necessary, regional transportation system improvements from the Technical Design Charrette will also be included.
- VISSIM model for Snohomish County.

### **3.4 Existing Performance Gaps and Project Purpose and Need – Optional Service**

Informed by the results of Task 3.3, the CONSULTANT will prepare a short report of the current performance gaps in the transportation system that are driving the proposed project. Included in the short report will be a proposed Project Purpose and Need description. This report will be based on the work previously prepared by CONSULTANT and outline the benefits the proposed project would provide for access to the future Sound Transit Light Rail Station near 164th Street SW. It will be distributed to the Executive Support Team for their review prior to the initial

team meeting. A PowerPoint presentation will be prepared and presented to the Executive Support Team summarizing the existing performance gaps that would be addressed by the project. During the presentation meeting, feedback will be sought on the report seeking any changes necessary before adoption. A revised document would then be distributed to the Executive Support Team for their endorsement of the need for the project.

**Deliverables:**

- Existing Performance Gaps/Project Purpose and Need Report – Draft and Final report in PDF format
- PowerPoint presentation materials highlighting the Existing Performance Gaps/Project Purpose and Need Report

### **3.5 Planning Linkage Memorandum – *Optional Service***

If necessary, the CONSULTANT will document the transportation planning processes and outputs previously prepared by AGENCY, WSDOT and other agencies in a Planning Linkage Memorandum. Any transportation improvement considered in the access revision process should align with these planning processes. The CONSULTANT will describe how the improvements are consistent with local land use plans, and local, regional, and state transportation plans including possible future interchanges, bicyclist/pedestrian networks, transit service, and possible development.

While the need for freeway access is motor vehicle based, it is also important to address the needs of all modes that will access and use the local networks and freeway crossroad(s). An important aspect of the planning linkage is to address multimodal connectivity on the revised overcrossing of I-5. Included in the Planning Linkage Memorandum will be a summary of AGENCY's comprehensive land use and transportation plans for multimodal elements. Document multimodal needs, priority, and accommodation in the Non-Access Feasibility Study.

**Deliverables:**

- Draft and Final Planning Linkages Technical Memorandum

### **3.6 Identify and Analyze Non-Access Improvements – *Optional Service***

#### **3.6.1 Identify and Screen a Wide Range of Non-Access Improvements**

Based on the analysis conducted in Task 3.3, and the identification of performance gaps in Task 3.4, the CONSULTANT will generate a list of potential non-access improvements to address identified gaps and issues. This initial list of improvements will be reviewed by AGENCY staff and revised based on their comments.

Subsequently, the CONSULTANT will lead a one-day Technical Design Charrette with participants selected by the Executive Support Team to review the revised initial list of improvements and identify additional ones on the local transportation system that could best improve mobility deficiencies identified in Tasks 3.3 and 3.4. This will include a review of where capacity issues have been identified from Tasks 3.2. The CONSULTANT will have available aerial photogrammetry at 1" = 500' scale to enable participants to develop concepts and identify if the need might exist for new local transportation system improvements, identify if the need might exist for new or modified regional transportation system improvements, and where these improvements might be best located.

With the updated list of non-access improvements resulting from the Technical Design Charrette, the CONSULTANT will conduct a high-level screening of options against the stated purpose and needs of the project. This will be a simple pass/fail assessment of whether the option meets the purpose and need, with the surviving alternatives then being assessed in the Level 1 evaluation. Reasons for screening out options will be documented.

#### **3.6.2 Level One Evaluation of Non-Access Improvements**

The CONSULTANT will perform a Level One evaluation of the multimodal improvement options surviving the initial screening. For budgeting purposes, it is assumed that no more than twenty discrete multimodal improvement options will move forward from the screening into the Level One evaluation. The draft Level One evaluation results will be reviewed by the AGENCY and other identified stakeholders as deemed appropriate by AGENCY prior to being finalized. The CONSULTANT will summarize results of the Level One Evaluation in an annotated matrix which describes whether the option is screened out or not, and brief explanation as to why.

#### **3.6.3 Level Two Evaluation of Non-Access Improvements**

Following the Level One evaluation of improvement options, the CONSULTANT will package the remaining options into an initial set of compatible multimodal system alternatives for review by the AGENCY and other identified stakeholders as deemed appropriate by AGENCY. The CONSULTANT will incorporate comments on the initial system alternatives and finalize them prior to evaluation. It is assumed that up to three final non-access system alternatives will be developed and evaluated.

The sub-consultant (WSP USA Inc) will develop Design Year travel demand forecasts using the traffic demand model provided by AGENCY for each of the non-access system alternatives (assume up to three) in the form of volume plot maps for the study area which will include the following for the Opening Year and the Design Year:

- AM peak hour volume forecasts
- PM peak hour volume forecasts
- AWDT volume



The CONSULTANT will utilize the implied growth reflected in the forecasts to develop future AM and PM peak hour traffic volume forecasts for up to sixteen intersections for each of up to three Build Alternatives.

Using the developed volume forecasts, the CONSULTANT shall conduct an evaluation for the Design Year using the criteria and process developed in the Methods and Assumptions Technical Memo. The evaluation will assess criteria related to all modes and will include both operational and safety analyses for each alternative like the analysis that was conducted for the Future No Build Alternative in Task 3.3.4 for the Design Year. Draft results will be shared with AGENCY and stakeholders in tabular/matrix format with relevant backup information for review and comment. Following this review, the CONSULTANT shall finalize the non-access improvements evaluation results. The preferred alternative will be selected based on the Design Year evaluation. After the selection of the preferred alternative, an Opening Year analysis will be conducted for just the preferred alternative to determine its expected performance upon opening.

### 3.6.4 Intersection Control Evaluation

If any new or modified intersections are proposed on a state highway as part of the proposed non-access system alternatives, the sub-consultant (WSP USA Inc) will incorporate the requirements of an Intersection Control Evaluation into the Non-Access Feasibility Study. The appropriate analysis will be conducted and incorporated into the report in Task 3.7. For the purposes of scoping, assume that an Intersection Control Evaluation (ICE) Report will need to be prepared for one intersection for the Preferred Alternative.

#### Deliverables:

- Matrix of screening results showing those candidate options that survived and those eliminated with corresponding summary explanations
- Matrix of Level One evaluation results showing improvement options that would move forward into packaging alternatives for the Level Two evaluation and those eliminated along with corresponding summary explanations
- List of system non-access improvement alternatives with graphics depicting improvements
- Matrix of Level Two evaluation results showing non-access system alternatives

### 3.7 Non-Access Feasibility Study Report – *Optional Service*

The CONSULTANT will prepare a Non-Access Feasibility Study Report summarizing the results of Tasks 3.1 thru 3.6 and a conclusion as to whether there is a need for an Access Revision Report (ARR). This report will be reviewed by the Technical Support Team and modified based on their input. One of the Technical Support Team meetings included in Task 2.1 will include a presentation to the Technical Support Team of the report and provide a forum for discussing both the conclusions and to receive proposed changes.

The Non-Access Feasibility Study Report will include the following items (Section references are to the WSDOT Design Manual):

- |   |   |
|---|---|
| • Signature Page                              | • Traffic Volumes (see Section 550.05(2)(b))                    |
| • Project Background                          | • Traffic Operational Analysis (see Section 550.05(2)(c))       |
| • Vicinity Map                                | • Safety Performance Analysis (see Section 550.05(2)(d))        |
| ○ Study Area                                  | • Reasonable Non-Access Alternatives (see Section 550.05(2)(e)) |
| • Planning Linkage (see Section 550.05(2)(a)) | • Conclusion (see Section 550.05(2)(f))                         |
| ○ Multimodal Needs                            | ○ Purpose and Need for Access Revision                          |

After the Technical Support Team provides their input into the Non-Access Feasibility Study Report it will be presented to the Executive Support Team at one of the Executive Support Team meetings included in Task 2.1. Based on input received, modifications to the Non-Access Feasibility Study Report will be made by the CONSULTANT. The Non-Access Feasibility Study Report will then be circulated to the Executive Support Team for their signature.

#### Deliverables:

- Draft version of the Non-Access Feasibility Study Report for review and comment by the Technical Support Team
- Second draft of the Non-Access Feasibility Study Report for review and comment by the Executive Support Team
- Final version of the Non-Access Feasibility Study Report for signature by the Executive Support Team

### Task 4 – Access Revision Report

If the Executive Support Team endorses the conclusion of the Non-Access Feasibility Study Report that a new access point is needed for the project, the CONSULTANT will then prepare an ARR. This will include the following tasks:

#### 4.1 Access Revision Study Methods and Assumptions Document

The CONSULTANT will re-evaluate the methods and assumptions (M&A) document prepared for the Non-Access Feasibility Study to determine if any modifications are needed. It is assumed that the sections on alternatives selection and assumptions will require updating.

The revised M&A document will be first presented to the Technical Support Team for their review and comment. Updates to the M&A document will then be made and presented to the Executive Support Team for their review and comment. The M&A document will be signed by the Executive Support Team before the following steps are implemented.

**Deliverables:**

- Draft version of the Access Revision Study Methods and Assumptions Document for review and comment by the Technical Support Team
- Second draft version of the Access Revision Study Methods and Assumptions Document for review and comment by the Executive Support Team
- Final version of Access Revision Study Methods and Assumptions Document for signature by the Executive Support Team

#### **4.2 ARR Reasonable Alternatives**

The CONSULTANT will lead a second one-day Technical Design Charrette with participants selected by the Executive Support Team to identify access improvement options to meet the stated purpose and need. The CONSULTANT will have available aerial photogrammetry at 1" = 500' scale to enable participants to develop access improvement concepts. The Technical Design Charrette will also review alternatives from the Non-Access Feasibility Study to determine if any of those should be carried forward into the ARR process.

Using the improvement options developed at the design charrette, and working with the Technical Support Team, the CONSULTANT will narrow these improvements down to a few reasonable alternatives that will go through the evaluation process. Determination of reasonable alternatives will be based on a set of basic criteria to be developed by the CONSULTANT and reviewed by the AGENCY and the Technical Support Team. The criteria will be related to how well the alternatives meet the stated purpose and needs, as well as other key criteria important to project stakeholders. For scoping purposes, it is assumed that no more than three reasonable access alternatives will be developed and evaluated.

FHWA policy requires that AASHTO Interstate standards (*A Policy on Design Standards – Interstate System*, AASHTO, latest edition) are used and part of the evaluation of the reasonableness of the alternatives will be an assessment of whether the necessary design standards can be met. Additionally, an assessment of structural feasibility will be conducted for any structures included in the build alternatives. This will include identifying potential ranges in structure depths for anticipated span lengths based on coordination with the civil engineer establishing potential alignment and profiles. The structure depth determination will be based on published span charts and not on detailed analysis. More detailed assessments will be required to determine actual bridge type and layout alternatives. These services would be documented in a Type, Size, and Location (TS&L) study, which is not part of this initial Scope of Work.

Development and evaluation of the reasonable alternatives will include determining that the crossroad addresses the needs of all modes that are supported by the land use and demographics of the area. While the needs and priority of multimodal users are identified in the feasibility study, the ARR helps ensure multimodal needs are incorporated in the design.

The CONSULTANT will also conduct the alternatives selection and analysis process within the ARR with full consideration of the environmental process and environmental documentation that will be required. The CONSULTANT will work with the WSDOT Northwest Region to identify the likely corresponding environmental process and involve them with the alternatives selection process.

These reasonable alternatives will be analyzed for operational (Task 4.3) and safety (Task 4.4) performance by the CONSULTANT and Technical Support Team for all modes. Alternatives will be refined based upon the results of the analysis and then presented to the Executive Support team for acceptance. The CONSULTANT will document the evaluation criteria and the results of the analysis, using the Alternatives Comparison Table (ACT) or a similar tool.

**Deliverables:**

- Draft version of the Reasonable Alternatives for review and comment by the Technical Support Team
- Second draft version of the Reasonable Alternatives for review and comment by the Executive Support Team
- Final version of Reasonable Alternatives for signature by the Executive Support Team

#### **4.3 ARR Operational Analysis**

This work element will have the following sub-elements:

##### **4.3.1 Existing and Future Baseline Operations**

It is anticipated that the existing conditions and future baseline conditions analysis conducted in Task 3.3 will be sufficient for the ARR analysis as well. However, it will be reviewed and any additional analyses that the CONSULTANT, the AGENCY and the Technical Support Team determine need to be undertaken based upon the reasonable alternatives will be identified. Using traffic data collected in Task 3.1, conduct an existing condition traffic operations analysis of the I-5 interchanges between I405 and 128th Street SW. The interchange analysis will include Level of Service (LOS) calculations of traffic operations both at the ramp terminals with the intersecting local arterials, and the weave areas at the ramp access points on I-5. Operational analysis of the I-5 main line in the vicinity of the interchanges will be conducted in this sub-element. The purpose of these analyses is to establish baseline traffic operation conditions to compare against possible local transportation improvements and impacts of possible access points near the 164th St SW interchange. The traffic operations analysis will be conducted using the Highway Capacity Software for I-5 mainline analysis, for weave analysis at ramp access points on I-5, as well ramp intersections with local arterials.



VISSIM analysis will also be conducted for all these areas and the additional intersections as shown in **Figure 1**. Additionally, if the Methods and Assumptions Technical Memo requires a different type of analysis for the ARR as compared to the non-access feasibility study, that will be identified in this task as well. Any additional work on existing conditions needed for the ARR will be considered an amendment to the contract.

#### **4.3.2 Future Build Alternatives Operations**

Opening Year and Design Year travel demand forecasts for each of the reasonable Build Alternatives will be developed by the CONSULTANT based on EMME2 models provided by AGENCY.

The CONSULTANT will utilize the implied growth reflected in the forecasts to develop future AM and PM peak hour traffic volume forecasts for up to twenty-one intersections for each of up to three Build Alternatives for the Design Year.

Using the developed volume forecasts, the CONSULTANT shall conduct a multimodal operations evaluation for the Design Year using the criteria and process developed in the Methods and Assumptions Technical Memo. The evaluation will assess performance criteria related to all modes. Draft results will be shared with AGENCY and stakeholders in tabular/matrix format with relevant backup information for review and comment. Traffic operations will be conducted using the VISSIM traffic operations model. Analysis will include the I-5 interchanges at I-405, 164th Street SW, Ash Way HOV Direct Access ramps, and 128th Street SW and the additional intersections identified in Figure 1. Measures produced by VISSIM will include:

- Travel speeds and times
- Intersection delay
- Queuing information
- Vehicle throughput

Following this review, the CONSULTANT shall finalize the non-access improvements evaluation results. Draft results will be shared with AGENCY and stakeholders in tabular/matrix format with relevant backup information for review and comment. Following this review, the CONSULTANT shall finalize the ARR alternatives evaluation results for incorporation into the ARR in Task 4.5. After a preferred alternative is selected, the CONSULTANT will conduct an Opening Year analysis for just the preferred alternative to determine its expected performance upon opening.

#### **4.3.3 Intersection Control Evaluation**

If any new or modified intersections are proposed on a state highway as part of the proposed access alternatives, the CONSULTANT will incorporate the requirements of an Intersection Control Evaluation (ICE) into the analysis of alternatives. The appropriate analysis will be conducted and incorporated into the ARR in Task 4.5. For the purposes of scoping, it is assumed that an ICE will be needed for one intersection for the preferred alternative.

Deliverables:

- Draft version of Technical Working Paper documenting and comparing multimodal operational performance for existing, future baseline and up to three future access build alternatives in MS Word format for review and comment by the Technical Support Team
- Second draft version of Technical Working Paper for review and comment by the Executive Support Team
- Final version of Technical Working Paper will be incorporated into the ARR for signature by the Executive Support Team
- Draft ICE Report on one intersection for AGENCY review
- 2nd Draft ICE Report for WSDOT review
- Final ICE Report
- VISSIM model for AGENCY

#### **4.4 ARR Safety Analysis**

Conduct a safety performance analysis per Chapter 321 and Section 8.1 of the Safety Analysis Guide. The safety analysis will be conducted for up to three Build Alternatives for the Design Year. For the ARR, discuss the safety performance of the reasonable alternatives. Use the results of the safety performance analysis to compare alternatives. Following the completion of the analysis and selection of a preferred alternative, the CONSULTANT will conduct a similar performance safety analysis for the Opening Year for the preferred alternative for inclusion into the ARR.

Deliverables:

- Draft version of Technical Working Paper documenting future condition safety analysis in MS Word format for review and comment by the Technical Support Team
- Second draft version of Technical Working Paper documenting future condition safety analysis in MS Word format for review and comment by the Executive Support Team
- Final version of Technical Working Paper will be incorporated into the ARR for signature by the Executive Support Team

#### **4.5 ARR Signing Plan**

The CONSULTANT will prepare a conceptual plan of the type and location of the signs proposed for the preferred alternative to support the ARR. The conceptual plan will be limited to guide signage, with regulatory or warning signs that may be required.

Deliverables:

- Draft version of conceptual signing for review and comment by the Technical Support Team
- Second draft version of conceptual signing for review and comment by the Executive Support Team
- Final version of conceptual signing for signature by the Executive Support Team

#### **4.6 Access Revision Report**

The CONSULTANT will prepare an ARR summarizing the results of Tasks 4.1 thru 4.5 and a conclusion as to whether an Access Revision is justified. This report will be reviewed by the Technical Support Team and modified based on their input. One of the Technical Support Team meetings included in Task 2.1 will include a presentation to the Technical Support Team of the report and provide a forum for discussing both the conclusions and to receive proposed changes.

After the Technical Support Team provides their input into the ARR it will be presented to the Executive Support Team at one of the Executive Support Team meetings included in Task 2.1. Based on input received, modifications to the ARR will be made by the CONSULTANT. The ARR will then be circulated to the Executive Support Team for their signature.

The ARR will then be submitted to the WSDOT Assistant State Design Engineer (ASDE) for review and comment. The CONSULTANT will revise the ARR based on comments received from the ASDE and submit an updated version requesting final approval. This version will be submitted to FHWA for their finding of engineering and operational acceptability (it is assumed that environmental documentation will not be complete).

Deliverables:

- Draft version of the ARR for review and comment by the Technical Support Team
- Second draft of the ARR for review and comment by the Executive Support Team
- Final version of the ARR for signature by the Executive Support Team

### **Task 5 – Utility Coordination**

#### **5.1 Utility Coordination**

The CONSULTANT will lead the utility coordination process for the project, which will include providing utilities (Snohomish County PUD, PSE gas, Ziply, Comcast, Alderwood Water and Sewer District) with project information, copies of the conceptual plans from the ARR process, and identification of potential utility conflicts and relocations. The CONSULTANT will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

Services provided by the CONSULTANT under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. The CONSULTANT will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by the CONSULTANT with each utility, and changes to the basemap will be updated by the CONSULTANT.
- Coordinate and attending up to two Microsoft Teams meetings with the group of the franchise utilities (before and after the ARR) and up to three separate Microsoft Teams meetings with specific utilities as needed (assume total of five meetings). The CONSULTANT will prepare meeting agendas and notes.
- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Provide the utility owners with electronic (PDF) copies of the conceptual plans, as well as potential conflict locations.

It is assumed that the following utilities exist in the project area. These include:

- Power (Snohomish County PUD)
- Communications (Ziply)
- Cable (Comcast)
- Gas Distribution (Puget Sound Energy)
- Water and Sanitary Sewer (Alderwood Water and Sewer District)
- Stormwater (Snohomish County)

Assumptions:

- The AGENCY will distribute internally the plans for AGENCY-owned utilities for review.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is not included in this Scope of Work but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The AGENCY will prepare inter-local agency agreements between the AGENCY and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.

- AGENCY will verify the terms of all franchise agreements, including the responsibilities for eventual potholing and relocations of franchise owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

**Deliverables:**

- Utility conflict and relocation spreadsheet (hard copy and electronic copy)
- Agendas and meeting notes (assume five meetings total)

**Task 6 – Survey and Basemapping (Furtado & Associates)**

The intent of this task is to supplement LiDAR and ortho photogrammetry information previously collected by the AGENCY's project in the area by Transpo Group and similar information provided by Sound Transit if needed to evaluate concepts for the work in this scope. Detailed topographic mapping for a selected alternative will be done in a future phase of work.

**6.1 Research**

Research will be performed to recover underlying and/or adjoining survey control data relevant to the subject survey corridor to assist with the determination of right-of-way alignments and as a check on control datum. Underlying and adjoining surveys will be researched and recovered from the Snohomish County Recorder's online records website which together with the AGENCY's available GIS information will be used to depict the position of property lines and easements within the survey limits.

**6.2 Control Survey**

GPS methods will be employed to establish Washington State Plane NAD 83(2011) horizontal datum and NAVD 88 vertical datum as the basis of coordinates and elevations. Existing survey control monuments within one-quarter mile of the project corridor, such as those referenced on the Washington Geodetic Survey website, will be located as part of the control survey. Existing street monuments underlying or closely adjoining the project corridor will be located, as will existing property corners. Auxiliary survey control will be established within the project limits as needed in order to perform the topographic survey.

**6.3 Topographic Field Survey**

Up to two weeks of a three-person survey crew is included to supplement specific areas of the available LiDAR and ortho photogrammetry lacking sufficient detail to complete the ARR phase of the project. This additional topographic survey may include the following items:

- Gravity systems, i.e., storm drain and sewer, shall be surveyed to the next downstream structure beyond the limits of the survey corridor.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which CONSULTANT personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located throughout the proposed corridor.
- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Spot elevations will be collected at a maximum spacing of 50-feet within the existing road prism and 25-feet in areas outside of the prism with additional spots as required to adequately identify grade breaks and other topographic features.
- Sidewalks, curbs (with type noted), driveways and curb ramps will be located as will pavement edges with type of paving noted.
- At curb ramps, spot elevations will be taken at top/bottom of ramp, all grade breaks and grade transitions, and at curb transitions.
- Fences and walls shall be described as to type and other identifiable features, i.e., 6' high chain-link, 4' high wooden, etc.
- Street channelization, crosswalks and parking space lines will be located to reflect existing conditions.
- Lane markings, such as directional arrows and bike lanes will be located.
- Traffic signs will be located and labeled as to their type, i.e., stop, yield, bike lane, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line and coniferous or deciduous classification noted.
- Survey will also include, but not be limited to:
  - Grade breaks
  - Top and bottom of retaining walls
  - Top and bottom of curbs
  - Limits of shrubs, vegetation and landscaping boundary areas will be mapped as an outline
  - Buildings and structures, with finish floor elevations
  - Fences and gates
  - Utility access points - cleanouts, hand-holes, traffic signal control vaults, etc.
  - Irrigation control valves
  - Traffic signal, power, telecommunication and luminaire poles
  - Fire hydrants
  - Fire department connections and detector check vaults
  - Sub-surface utility locations marks as delineated by a professional locating service

- Street monuments, existing property corners and survey control points

## 6.5 Survey Basemapping

Any topographic survey data collected will be incorporated into the LiDAR basemaps provided by others. This topographic survey map will be prepared in AutoCAD Civil 3D format depicting all features located during the field survey as well as one-foot contours. More specifically:

- Basemap shall incorporate field-located utility appurtenances, sub-surface utility paint marks, and GIS or as-built information provided by the AGENCY.
- Surveyed points will be shown to the nearest 0.01' on hard surfaces and 0.1' on unpaved surfaces.
- Manholes:
  - Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
  - Manhole labels will also include manhole numbers that correspond to the AGENCY GIS ID for the structure with nominal diameter of manhole as measured in the field.
  - Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger shall be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols shall be per APWA standards and shown to a reasonable scale on plans.
- Lane striping and parking striping shall be shown as it appears in the field.
- Dashed striping shall be shown as a dashed line and solid striping as a continuous line.
- Breaks in lane striping, such as left turn lanes that have a break in the line to allow vehicles to enter the lane, shall show true location of where lane striping starts and stops.
- Traffic signals will be shown using standard traffic symbols for mast arms, lights, and pedestrian buttons.
- Up to eight geotechnical borehole locations performed by others will be located.
- All line work will be in model space. Drawing units shall be US decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

## 6.6 Survey QA/QC of Deliverables

An internal quality assurance/quality control review of deliverables will be conducted by sub-contractor (Furtado), as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

### Assumptions:

- Right of entry will be secured by the AGENCY. The AGENCY will take the lead on coordinating directly with right-of-entry for landowners refusing entry. In no case shall survey personnel enter private property prior to the right-of-entry being obtained. Necessary Right-of-Entries (ROE) will be provided by the AGENCY in a timely manner prior to deployment of field activities. Inability to provide ROE in a timely manner prior to deployment will result in a delay and additional effort outside the scope stated here within
- One preliminary basemap and one final basemap will be delivered. Design requests impacting survey and basemapping efforts will be monitored and scheduled through the CONSULTANT.
- Mapping and electronic drawings will be compatible with the AGENCY's GIS system as noted in the AGENCY's Record Drawing requirements current as of March 2024. CAD template with layers appropriate for the standard and E-Transmit, CTB file will be provided to sub-consultant prior to work performed. If the CAD template provided to sub-consultant conflicts with the agency's CAD standards manual or is deficient to support the basemap deliverables an amendment will be submitted to address the conflicts and deficiencies.
- AGENCY will provide title block and associates information for the construction control sheet at least three weeks prior to deliverable due dates.
- The AGENCY will order and provide as many as nine title reports for each of the land parcels adjoining and/or underlying the survey corridor.
- Per AGENCY or WSDOT requirements, a Traffic Control Plan (TCP) will be prepared and submitted to the AGENCY and/or WSDOT for approval.

### Deliverables:

- A digital copy of the survey drawing files, provided in AutoCAD Civil 3D version 2022 format that contain the following:
  - 2D basemap containing all 2D elements, including standard ROW calculations, will be flattened to zero elevation
  - 3D surface DTM containing all breaklines and points to create site contours at 1' intervals
- LandXML files
- Copies of field notes
- Point list in ascii or text format, comma delimited
- Traffic Control Plan (TCP) for approval

## Task 7 – Geotechnical Investigations

### 7.1 Project Meetings

The geotechnical sub-consultant (HWA GeoSciences) will attend one project kickoff meeting with the AGENCY and the design team. This

meeting will review project objectives, communication protocol, and schedule. The sub-consultant assumes that this meeting will take place at the AGENCY offices. Sub-consultant will attend up to four project coordination meetings. The geotechnical sub-consultant's attendance will be used to convey the geotechnical considerations of the site to the AGENCY and the design team.

Deliverables:

- Meeting notes

## **7.2 Planning and Coordinating Geotechnical Exploration Program – Optional Services**

The geotechnical sub-consultant will review readily available and relevant information along the project corridor. This review will include online geotechnical databases, geologic maps, and sub-consultant library.

Sub-consultant will conduct a site reconnaissance of the project corridor. This reconnaissance will be used to identify geotechnical challenges and to assist in planning the geotechnical exploration program.

Sub-consultant will plan and coordinate a geotechnical exploration program for the project. The exploration program will consist of drilling a series of limited access borings in support of retaining walls, bridge foundation, signalization improvements, and screening for stormwater infiltration potential.

Once prior to finalizing exploration plans and once prior to conducting our field exploration program, the geotechnical sub-consultant will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Due to the amount of utilities along the project corridor, subconsultant will make an additional site visit to verify if the proposed locations of the borings are clear of utilities prior to finalizing the exploration plans and mobilizing the equipment.

Sub-consultant will coordinate with the AGENCY and design team and develop site specific traffic control plans for each proposed geotechnical exploration. Each plan will be reviewed by HWA prior to distribution to the team and AGENCY.

The geotechnical subconsultant will prepare a Geotechnical Work Plan Memorandum for the proposed exploration program. The work plan will be submitted to the design team and the AGENCY for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. The sub-consultant assumes the AGENCY or CONSULTANT, in support of this project, will acquire and provide any required permits or rights-of-entry at no cost to sub-consultant.

Deliverables:

- Geotechnical Work Plan Memorandum for the proposed exploration program

## **7.3 Geotechnical Explorations, Testing, and Monitoring – Optional Services**

The geotechnical sub-consultant (HWA) will conduct a series of up to eight geotechnical borings to a depth of 20 to 50 feet below ground surface along the project corridor to assess the subsurface soil and groundwater conditions along the alignment as part of the geotechnical exploration program. These borings will be strategically located along the project alignment to obtain soil and groundwater information to assist with design and construction of the soil retaining structures, signal pole and luminaire foundation, and preliminary infiltration potential screening. Two borings will be located within the median of I-5, to the north of the existing Ash Way off-ramp SEW wall. These borings will be drilled in support of evaluating the subsurface soils and groundwater conditions along possible fill wall alignment. One boring will be drilled along the eastern shoulder of the I-5 north on-ramp from 164th Street. This boring will be drilled in support of possible bridge fountain design. The remaining five borings will be drilled at the location of proposed signal pole, retaining wall, and other improvements.

The geotechnical sub-consultant will install two-inch diameter groundwater monitoring piezometers within three of the proposed borings to monitor and assess the groundwater fluctuation during the wet season. Data logging transducers will be installed in the monitoring piezometers to record water levels. The water level information collected will be used in geotechnical analyses to develop recommendations for infiltration potential and possible dewatering and construction impacts. These transducers will be set to take groundwater elevation readings every half an hour for the duration of one year. The geotechnical subconsultant will make quarterly site visits to download and process the groundwater data. This data will be used to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

All the above-described borings will be conducted within the existing right-of-way but outside the travel lanes and behind sidewalks to limit impact to vehicular and pedestrian traffic.

The sub-consultant assumes that traffic control associated with these explorations will predominantly consist of shoulder closures or work behind sidewalks and that no flaggers will be required.

The sub-consultant will prepare summary boring and pavement core logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Deliverables:

- Geotechnical borings to assess the subsurface soil and groundwater conditions.
- Installation of groundwater monitoring piezometers and groundwater data.
- Summary of boring logs
- Laboratory testing to evaluate relevant physical properties of the site soils.

#### **7.4 Geotechnical Engineering Analyses and Recommendations**

Based on the borings and the laboratory test results of selected samples, the geotechnical sub-consultant (HWA) will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

The sub-consultant will develop geologic profiles along the alignment as necessary. This profile will be used to complete the geotechnical analysis and provide a visual representation of the anticipated subsurface soils.

Based on the soils encountered along the alignment, the sub-consultant will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the WSDOT Geotechnical Design Manual.

The sub-consultant will evaluate the susceptibility to liquefaction along the corridor. Once the susceptibility to liquefaction is determined, the sub-consultant will evaluate the potential for liquefaction induced instability or other potential impacts to the proposed improvements.

If the sub-consultant identified potentially compressible soils along the project alignment, the sub-consultant will evaluate the soils for potential primary and secondary settlement impacts associated with the proposed improvements.

The sub-consultant will complete geotechnical engineering evaluations required to provide preliminary retaining wall recommendations for the proposed soil retaining structures.

The sub-consultant will evaluate the data derived from our field investigations and laboratory testing to complete geotechnical engineering analyses to provide standard signal pole foundation recommendations for the signalization improvements. The sub-consultant assumes that signalization improvements and luminaire foundations will be designed based on WSDOT standard plans and procedures.

The geotechnical sub-consultant will evaluate grain size analysis screening of the near surface soils, to determine the potential for use of onsite infiltration as a method of storm water management for the project. If this screening results in identifying areas with potential for onsite infiltration, these areas will be tested as part of a future scope of work.

The sub-consultant will have all design calculations and recommendations reviewed by a CONSULTANT'S senior principal prior to distribution to the design team or the AGENCY.

Deliverables:

- Estimation of soil strengths
- Geologic profiles
- Site Class for seismic design and the susceptibility to liquefaction
- Preliminary retaining wall recommendations
- Preliminary bridge foundation recommendations
- Signal pole foundation recommendations
- Infiltration feasibility recommendations

#### **7.5 Prepare Geotechnical Engineering Report**

The geotechnical sub-consultant (HWA) will prepare a draft preliminary geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigations, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs and laboratory test results. The report will provide preliminary geotechnical recommendations for each of the proposed improvements.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this Scope of Work. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to sub-consultant.
- Non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- No bond will be required to drill within WSDOT right of way.
- The geotechnical sub-consultant will be responsible for all post drilling clean up.
- The sub-consultant will prepare and apply for AGENCY Traffic Control Permits for work outside of the WSDOT Limited Access

Limits. The AGENCY permits will be provided by the AGENCY at no cost to the sub-consultant.

- The sub-consultant will prepare permits and traffic control plans for work within WSDOT Limited Access and apply for WSDOT permits to conduct borings within WSDOT Limited Access. Any costs for these permits will be paid for directly by the AGENCY.
- Geotechnical borings conducted through the pavement will be patched with quick drying cement. Sawcutting of the pavement or hot mix asphalt patches will not be required.
- Geotechnical explorations will be completed during daylight hours.
- The borehole locations will be surveyed by others.
- The site soils will support standard plan signal pole and luminaire foundations design. Non-standard signal pole or foundation design is assumed to not be required.
- The monitoring wells installed as part of the field explorations will be maintained throughout design and abandoned by the contractor during construction.
- The monitoring wells will be installed within the shoulder or beyond the shoulder where no traffic control will be needed for accessing the monitoring well.
- No additional staff will be provided during explorations to guide pedestrians past work areas.
- Geotechnical recommendations provided as part of this phase of work will be preliminary and focused on the feasibility of proposed improvements. Final design recommendations for each proposed improvement will be provided as part of a future scope of work.

**Deliverables:**

- Geotechnical Explorations Work Plan Memorandum – PDF
- Draft Preliminary Geotechnical Engineering Reports – PDF

**Task 8 – Environmental Permit Screening**

This initial environmental permit screening task will be performed by CONSULTANT and intended to provide preliminary environmental screening and summary documentation that will eventually support the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. CONSULTANT anticipates the project type, size, and location analysis will confirm the anticipated area of potential effects and provide the basis for the NEPA process required to implement the selected project alternative through permitting and construction. It is assumed the project will rely on federal funding administered through WSDOT Local Programs and WSDOT/FHWA will be the lead coordinator for NEPA. While it is expected that the project will qualify for a Categorical Exclusion (CE) under NEPA, the actual NEPA requirements will not be fully understood until the project advances to more clearly defined set of alternatives. Therefore, environmental documentation produced under this initial scope of work will be presented in the form of an Environmental Review Memorandum that will identify the anticipated environmental impacts, possible mitigation scenarios, and the permitting process required to advance the project through design and construction. Formal NEPA submittals and/or environmental permit applications are not included in this Scope of Work.

**8.1 Review of Existing Environmental Documentation**

Under this task, CONSULTANT will compile existing information and identify its applicability to the project and list the remaining data anticipated to collect to support the future NEPA/SEPA and permit evaluations. Specific activities will include:

- Gather and evaluate county, state, and federal GIS resource information and gather existing environment information compiled by the AGENCY that may be affected by the project.
- Edit information to summary level that identifies existing documentation that will support evaluations, and a list of additional environmental information that will need to be collected and evaluated in order to inform the environmental review process.
- Attend meetings to review findings of the data review and recommendations on additional information necessary to support the permit screening analysis and project design.

**Assumptions:**

- AGENCY provides complete package of existing information.
- All effort under this task is office based. No field effort is accounted for in this task.

**Deliverables:**

- Environmental Information Summary Memorandum with recommendations for additional data collection
- Exhibit showing the extent of existing environmental information and locations for additional data to be collected

**8.2 Field Assessments and Additional Data Gathering**

Under this task the CONSULTANT will gather the additional information identified in Task 8.1 about the natural and built environmental context of the project action and foreseeable alternatives bridge alignments. CONSULTANT will prepare a preliminary area of potential effect and compare it to known and mapped features of potential concern, including public properties, parks, historic and/or cultural resources, disadvantaged populations, hazardous materials, and ecological/natural resources. Additionally, CONSULTANT will perform a reconnaissance level field observation to identify and delineate the potential and known presence of ecologically sensitive critical areas (wetlands, shorelines, steep slopes, and streams) potentially affected by the project and built environment features that may affect the project. CONSULTANT will begin the assessment with existing AGENCY GIS resources, Department of Archaeology and Historic Preservation information, and Department

of Ecology records and confirm conditions in the field based on observations and professional judgement. Fieldwork will be conducted by two CONSULTANT staff over the course of no more than one field day. Critical area limits or other relevant features (e.g., significant trees) will be flagged in the field. Built environment features (stormwater ponds, commercial land uses, historic resources) will be visually assessed and described. The survey of located flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in Environmental Review Memorandum (ERM).

**Assumptions:**

- AGENCY provides right-of-entry to affected properties or properties necessary to access.
- Wetland delineation reports are not provided for in this Scope of Work. Critical area assessment data will be retained for use during a design process following the project.
- Field assessments will be performed by a critical areas professional, a hazardous materials professional, and an archaeologist.

**Deliverables:**

- Area of potential effect preliminary map indicating proposed project action locations
- Critical Areas Reconnaissance Memo

### **8.3 Environmental Evaluation**

The environmental information developed in Tasks 8.1 and 8.2 will inform a meeting with WSDOT Local Programs to introduce the project and discuss the NEPA actions needed to advance the project to final design and permitting.

**Specific activities will include:**

- Conduct an early NEPA scoping meeting with WSDOT Local Programs to review the project and discuss whether it will qualify for a Categorical Exclusion or would additional environmental review be warranted. This meeting would occur after sufficient project details and potential environmental impacts have been identified. The WSDOT preliminary review findings will be included in the ERM summary.
- Review project documents from other disciplines under this scope and prepare summary project information to include:
  - Exhibit and associated summary narrative indicating the proposed project action and the location and extent of potential environmental impacts. The narrative is anticipated to provide environmental considerations for other disciplines to consider in making alternative design decisions.
  - List the known and anticipated future documentation necessary to complete a final NEPA review and obtain environmental permits to support project construction. This information will include the list of anticipated permits and the actions and future documentation needed (outside of this scope) to complete the environmental review and permitting process.

**Specific environmental elements anticipated to be screened under this Scope of Work include:**

- Endangered species preliminary evaluation (relevant to stormwater discharges or any in-water work in wetlands/streams)
- Cultural and Historic Structural Resources Assessment
- Hazardous Materials and contaminated site evaluation
- Visual impacts preliminary evaluation
- Land use compatibility and encumbrance
- Preliminary noise, vibration, and air quality impacts screening
- Sections 4(f) and 6(f) of the Department of Transportation Act of 1966 preliminary risk evaluation of park land impacts
- Critical Areas reconnaissance, delineation, and preliminary impacts evaluation (if any)
- Potential impacts and mitigation summary
- Environmental Justice impacts preliminary evaluation
- Environmental noise preliminary screening through WSDOT review
- Permitting requirements, lead agencies, permitting schedule, possible mitigation requirements, and other permit commitments anticipated based on preferred design option

**Assumptions:**

- All meetings will be virtual.
- Funding obligation(s) are assumed to be coordinated by the AGENCY along with listing on the Statewide Transportation Improvement Program (STIP).
- All deliverables will be electronic.

**Deliverables:**

- Environmental Review Memorandum
- Exhibit and associated summary narrative of potential environmental impacts
- Email correspondence

Environmental assessments will be based on the preliminary Area of Potential Effect (APE) and other relevant features as determined by the AGENCY. Changes to the APE after environmental review may require updates not included in this Scope of Work.



#### **8.4 Environmental Noise – Optional Service**

The noise, vibration and air-quality sub-consultant (Michael Minor and Associates (MM&A)) shall perform a technical traffic noise analysis following the guidelines presented in the current *Federal-Aid Policy Guide*, Subchapter H, Part 772, “Procedures for Abatement of Highway Traffic Noise and Construction Noise (FHWA 2010)” and the *2020 Traffic Noise Policy and Procedures* (WSDOT 2020). The analysis is required because the proposed project will add new traffic lanes in new locations and therefore qualifies as an FHWA Type 1 Project. All Type 1 projects with noise sensitive land uses in the study area require a detailed noise analysis.

The sub-consultant will conduct a reconnaissance of the project area to identify all of the land uses and locate noise-sensitive properties within 500 feet of the project area to assure all potential project related noise impacts are identified. The 500-foot distance is necessary because of the high volumes of traffic on I-5. Physical and terrain features that affect noise propagation and features that may be altered during construction shall be identified.

Noise measurements and traffic counts will be conducted at sites as needed to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments. An estimate of 6 to 8 noise monitoring sites will be needed for this project. Noise measurements will be conducted for a 15-minute sampling period during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely. Traffic counts and classifications will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with future determination of noise abatement will be identified.

Traffic noise levels at each validation measurement site will be predicted using the FHWA Traffic Noise Model (TNM, version 2.5) using the existing roadway configurations and the traffic counts from the noise measurement survey. The sound level predictions will be compared with the measured sound levels to reach close agreement of  $\pm 2$  dB.

Based on site visits, review of aerial mapping, and land use inspection, a set of representative noise modeling sites will be located throughout the project area. Frequently, one modeling location will be used to represent several nearby locations expected to have similar or slightly lower noise levels than the modeling location. The number of modeling sites will be sufficient to accurately predict Base Year and Design Year, No-Build and Future Build traffic noise levels, identify all potential traffic noise impacts, and evaluate traffic noise abatement measures. It is estimated that fifty or more noise modeling sites may be needed to represent noise levels along the project corridors and to evaluate any potential noise walls.

Using the validated model, existing peak hour traffic volumes from project traffic engineers will be used with posted speed limits to calculate existing peak hour noise levels at each of the modeling sites. Traffic noise level projections will also be performed for the same sites using the future No-Build traffic volumes. These predicted noise levels will be used for comparison with the future Build noise levels and to aid in the understanding of the potential change in project area noise levels.

Future Build noise levels during peak hour will also be modeled at the selected noise-sensitive sites with the proposed new and improved roadways and ancillary facilities included. The future Build traffic noise levels will be compared to the approach or exceed and allowable increase noise criteria using the WSDOT policy. For residents, noise impacts occur if future traffic noise levels approach or exceed 66 dBA Equivalent Base Load during peak hours or increase by 10 dB or more over the existing conditions noise levels.

In accordance with FHWA and WSDOT requirements, noise abatement measures will be considered at locations along the alignments where traffic noise impacts are predicted. Due to limited right-of-way, it is assumed that noise abatement measures considered will be limited to noise walls, as there is not sufficient right-of-way to consider berms in the corridor. The CONSULTANT will provide location, length, height, profile, estimated cost (per WSDOT policy), and number of benefiting noise-sensitive properties for each proposed barrier. This information will be used for comparison with WSDOT criteria for reasonable and feasible noise abatement.

For those areas with noise impacts and no reasonable and feasible noise abatement measures, the analysis will provide a discussion for these impacts and specifically note reasons for not including any noise abatement.

Construction activities that may cause annoyance at nearby noise-sensitive land uses will be qualitatively assessed in accordance with WSDOT’s procedures. The CONSULTANT will discuss local laws applying to construction noise.

The sub-consultant will prepare a Noise Technical Report summarizing the findings of the noise study. The report will follow the WSDOT policy for a traffic noise technical analysis. The contents will include an introduction to acoustics and discuss land use, methodology, existing noise levels, No Build and Future Build noise levels, noise impacts, and recommended mitigation. The report will provide existing and proposed alignments on vicinity-scale maps. Impacts, monitoring locations, and sensitive receivers will be shown on area maps at an appropriate scale. Tables, with comparisons, will be prepared to aid in the understanding of project impacts and mitigation. A discussion of potential impacts to future land uses in the context of existing and planned land uses will be provided. Construction noise impacts and local regulations, as described above, will be discussed.

The initial report will be submitted in Microsoft (MS) Word format for review and comments from the design team, project shareholders, and WSDOT. After revisions based on the comments are completed, a final report will be produced in PDF electronic format.

#### Assumptions:

- **Traffic Data:** Project traffic engineers will supply the existing traffic volumes and traffic volumes for the Design Year under the No-Build and Build alternatives. This data will include the following information in an acceptable format (turning movements):
  - **Volumes:** Turning movements for each signalized intersections for existing, Future Build and No-Build, including, at the least, I-5 mainline, HOV on ramps and off ramps, 164th Street SW off ramp southbound and on ramp northbound, Ash Way, Meadow Road, Motor Place, and traffic using the new overpass over I-5.
  - **Vehicle Types:** For each roadway above, supply percentages of passenger vehicles, medium trucks, and heavy trucks, at a minimum, following the WSDOT noise policy for vehicle types outlined below:
  - **Automobiles:** All vehicles with two axles and four wheels designed primarily for transportation of fifteen or fewer passengers (automobiles and vans), or transportation of cargo (light trucks). Generally, the gross vehicle weight is less than 10,000 pounds (4,500 kilograms).
  - **Medium Trucks:** All vehicles having two axles and more than four wheels designed for the transportation of cargo. Generally, the gross vehicle weight is greater than 10,000 pounds (4,500 kilograms) but less than 26,000 pounds (12,000 kilograms).
  - **Heavy Truck:** Any vehicle having three or more axles and designed for the transportation of cargo. Generally, the gross weight is greater than 26,000 pounds (12,000 kilograms).
- **Project Design Information:** Project design engineers will supply the design files in AutoCAD Civil 3D or MicroStation format necessary for a noise analysis meeting WSDOT policy, to include:
  - CAD files for the existing conditions with lane lines, curb lines, and roadway elevations. Building outlines or aerial backgrounds are also required for the noise analysis.
  - CAD files for one Build alternative with lane lines, curb lines, and roadway elevations, including new roadway profiles for all modified roadways.
  - Topographical information for areas within 500 feet of project roadways, preferably in 1 to 5 foot contours.

#### Deliverables:

- **Noise Technical Report:** The report, as defined above, shall also include the following:
  - TNM files for all modeling, validation, existing, no-build, build, and noise abatement modeling
  - Record of field measurements, to include photos of the monitoring sites and traffic count data
  - Tables and figures of all noise abatement considered, with detailed wall heights for all reasonable and feasible abatement

### 8.5 Environmental Air Quality – *Optional Service*

MM&A will produce an air quality report for the I-5-164th Street SW project in accordance with Chapter 425 of WSDOT's Environmental Manual. The analysis assumes the project will be a Categorical Exclusion (CE) or an Environmental Assessment (EA). The project area is designated by EPA as in attainment for all pollutants listed in the National Ambient Air Quality Standards (NAAQS) and does not require a detailed project-level analysis to demonstrate that there would be no exceedance of the NAAQS. However, a summary of concentration levels at nearby pollutant monitoring sites and a description of historical air quality in the area and the current regulatory status will be presented in the report.

If the project is an EA, a complete discussion of project related MSATs will be performed. An analysis of GHG emissions from the construction and operations of the project will be performed. The GHG analysis will be qualitative if a CE, and quantitative if the project is determined to be EA.

The analysis will also include a discussion of mitigation measures to reduce emissions during the operational and construction phases.

#### Assumptions:

- Modeling of NAAQS will not be performed.

#### Deliverables:

- Draft and Final Air Quality Memorandum

### Task 9 – Public Engagement

The AGENCY will lead the public engagement for the project. The CONSULTANT will support with the following elements:

#### 9.1 Project Informational Materials

The CONSULTANT will assist in providing exhibits for the project webpage, data gathering for project fact sheets, and general communication coordination as needed for a 15% level of design (i.e. no open houses).

Exhibits for the project website are expected to be based on figures illustrating concepts being considered for the project and potential project timelines. Information for project fact sheets is expected to be focused on providing information developed for other tasks.

Assumptions:

- Develop content and graphics for web page based on concepts prepared in other tasks.
- Update the web page content and graphics up to two times.
- Develop one single-sheet informational materials to support outreach efforts.

Deliverables:

- Content (in Word format) and graphics (suitable for web publication)
- One fact sheet in Word or PDF format

## **9.2 Open Houses and Information Meetings – *Optional Service***

The CONSULTANT will support the AGENCY by providing technical staff familiar with the project for online open houses, in person open houses, business visits and stakeholder interviews, as well development and staffing for stake holder advisory group meetings. This support will be provided as an Optional Service at the request of the AGENCY.

Assumptions:

- Participation by up to four (4) CONSULTANT team members at up to 2 (two) online open houses, and 2(two) in person open houses.
- Participation by up to two (2) CONSULTANT team members at up to ten (10) business visits and stakeholder interviews.

Deliverables:

- No specific deliverable.

## **Task 10 – Grant Assistance – *Optional Service***

The purpose of this task is to provide professional services at the AGENCY's request for grant writing assistance, mainly the provision of technical documents/graphics. As requirements for potential grant opportunities are currently unknown, the level-of-effort and type of support required of the CONSULTANT for grant assistance will be confirmed and approved by the AGENCY project manager before work on this task begins.

### **10.1 State and Federal Grant Assistance**

The CONSULTANT will assist the AGENCY in preparing materials for and writing the grant applications for State and Federal Funding grant opportunities. The CONSULTANT will provide a support role and will provide specific input and sections as requested. The AGENCY will submit the grant applications.

Assumptions:

- No guarantees are made by the CONSULTANT that funding from identified sources will result in actual monetary award, due to the competitive nature of grant funding.
- The budget assigned for this work element will be limited to the amount designated for this work element.
- The AGENCY will provide the following for each grant application:
  - Preferred proposed roadway section
  - Vehicle and pedestrian crash data
  - Traffic volumes (ADT)
  - General schedule goals
  - Review of draft grant application and one consolidated set of comments
  - Funding commitment from funding partners (if any)
  - List of businesses, high density housing, industrial areas, schools, and public facilities within five blocks of project corridor

Deliverables:

- Specific sections for inclusion in grant applications
- Current design level layouts
- Current design level total project opinion of cost
- Vicinity Map

## **Additional (Optional) Services**

The CONSULTANT may provide additional services as directed by the AGENCY which are not identified in this Scope of Work. Additional services shall not commence without written authorization and approval from the AGENCY and a supplement to the contract.

## **Services Not Included in this Scope of Work**

1. Preparation of a summary of average annual pollutant loadings anticipated for the project, in accordance with the WSDOT Environmental Procedures Manual, Table 3, Method 1, for the environmental assessment of the project.
2. Drainage design or analysis above what is described in this Scope of Work.
3. Preparation of discipline reports or memos to support the NEPA process.

4. Prepare a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
5. Construction management services.

**Items to be furnished by the AGENCY**

1. Current orthophotogrammetry and LiDAR for the project area.
2. Design Year traffic volumes described in Task 3.1.1.
3. AGENCY Traffic Demand Model (assumed to be VISUM) for future base line conditions for use by the CONSULTANT to produce Design Year AM and PM peak hour volumes for build alternatives.
4. Basemapping developed by Sound Transit for Everett Link.
5. LiDAR data and 3D model developed for the LRT Station Access Studies work.
6. CADD files developed for the LRT Station Access Studies work.
7. Any applicable design reports, geotechnical reports, environmental reports.

**Information Provided by Others**

The AGENCY shall furnish, at the AGENCY's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the AGENCY agrees that the CONSULTANT shall have no responsibility for any portion of the Project designed by other consultants engaged by the AGENCY.

**Design Criteria**

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Work, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. WSDOT Design Manual
2. WSDOT Bridge Design Manual
3. AASHTO LRFD Bridge Design Specifications, 9th Edition
4. Standard Specifications for Road, Bridge, and Municipal Construction, 2024 English Edition, published by WSDOT and the Washington State Chapter APWA
5. Standard Plans for Road, Bridge, and Municipal Construction, (M 21-10), published by WSDOT
6. "Local Agency Guidelines" published by WSDOT
7. AASHTO: A Policy on Geometric Design of Highways and Streets (2011 Edition)
8. 2023 Manual on Uniform Traffic Control Devices (MUTCD)
9. ASHTO Guide for the Development of Bicycle Facilities, 4th Edition
10. Public Right-of-Way Accessibility Guidelines (PROWAG), published August 8, 2023
11. Snohomish County Design Standards (EDDS)
12. Snohomish County Drainage Manual
13. Department of Ecology (Ecology) 2019 "Stormwater Management Manual for Western Washington" may be used as guidance only

Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.

## ***Exhibit B***

### ***DBE Participation Plan***

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In the absence of a mandatory DBE goal, the Consultant shall continue their outreach efforts to provide DBE/SBE maximum practicable opportunities.

**Preparation and Delivery of Electronic Engineering and Other Data**

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

**30% DESIGN SUBMITTAL**

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

**60% DESIGN SUBMITTAL**

Two (2) Copies	Utility Conflict Plan/Spreadsheet (1 Excel and 1 PDF)
Two (2) Sets	60% Plans (Half-size) (1 bound and 1 unbound)
One (1) Set	60% Plans (Full-size)
One (1) Set	60% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	60% Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
One (1) Copy	60% Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	60% Drainage Report (1 bound, 1 unbound and 1 PDF)

**90% DESIGN SUBMITTAL**

Two (2) Copies	Documentation of Utility Conflict Resolution (1 Excel and 1 PDF)
Two (2) Sets	90% Plans (Half-size) (1 bound and 1 unbound)
Two (2) Sets	90% Plans (Full-size)
One (1) Set	90% Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	90% Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
Three (3) Copies	Pre-Final Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	90% Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
Three (3) Copies	Stormwater Pollution Prevention Plan (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Comment Response (Word format)

### FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

One (1) Set	Final Plans (Full-size Polypropylene)
One (1) Set	Final Plans - Civil 3D ETransmit file for each drawing in the plan set or if using sheet sets an ETransmit file of the sheet set and Plan set in PDF format.
One (1) Set	If using Data Shortcuts provide a zip file of the project Data Shortcuts
Two (2) Copies	Final Engineer's Estimate using COUNTY format (1 Excel and 1 PDF)
Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the COUNTY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
One (1) Copy	Comment Response (Word format)

The CONSULTANT may affix digital certificates to electronic files to certify completeness and file content ownership.

At AGREEMENT closure, all calculations, written memorandums, reports and correspondences pertaining to the project development, including those of sub-consultants, shall be submitted to the COUNTY in the form of electronic files (MS Office and PDF) and hard copies that bear names and/or signatures.

### STANDARD COUNTY ENGINEERING GRAPHICS PAPER SIZES

The COUNTY will require that all plans submitted be on the appropriate paper size. Depending on the purpose/use of the drawing it will require one or more of the following sizes. Please contact the project manager to ensure you have the correct paper size for your plan submittal. The following list is a guideline, the project manager may request a paper size not listed.

Full-size Plan Sheet:	22"x 34"
Half-size Plan Sheet:	11"x 17"
Record of Survey:	18"x 24"
J.A.R.P.A.:	8.5"x 11"
Legal Exhibits:	8.5"x 14"
Misc. Exhibits:	8.5"x11" or 11"x17"

### SPECIFICATION DEVELOPMENT

The CONSULTANT shall be responsible to coordinate with the Project Manager when developing specifications.

The Consultant Specification Development Matrix may be downloaded at:

[http://www1.co.snohomish.wa.us/Departments/Public\\_Works/Services/Roads/](http://www1.co.snohomish.wa.us/Departments/Public_Works/Services/Roads/) located under "Doing Business with Public Works".

### CADD STANDARDS AND AUTODESK SOFTWARE

The COUNTY intends to issue an updated version of the Public Works CADD Standards Package every February. In addition, the COUNTY may upgrade to a newer version of Autodesk civil engineering software during the term of this AGREEMENT. If this should occur and the COUNTY determines the upgrade to be a necessary requirement of this AGREEMENT, the COUNTY will notify CONSULTANT of intent to upgrade at least three (3) months prior to date when the CONSULTANT will be required to upgrade and begin using the new version.

All necessary CADD Standards files may be downloaded at: <http://snohomishcountywa.gov/205/Engineering-Services> located under "Helpful Forms and Links".

### RECORD DRAWING SUBMITTAL

The COUNTY's required Record Drawing Media Standards are outlined in Chapter 10 of the Snohomish County

Engineering Design and Development Standards (EDDS). Please refer to the EDDS and use these standards when providing Record Drawings to the COUNTY. These standards may change during the life of this AGREEMENT. The CONSULTANT shall be responsible to utilize the most current version of the EDDS when Record Drawings are required.

Engineering Design and Development Standards may be downloaded at:

<http://snohomishcountywa.gov/492/Design-Standards-EDDS>

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



# Exhibit D

## Prime Consultant Cost Computations

ALL INCLUSIVE HOURLY RATE FEE ESTIMATE			
<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal - Peter De Boldt	433	\$371.35	\$160,794.55
Sr. Associate	268	\$240.00	\$64,320.00
Sr. Associate - Brian Caferro	48	\$254.60	\$12,220.80
Sr. Engineer	944	\$218.85	\$206,594.40
Engineer III	420	\$155.42	\$65,276.40
Civil Designer I	400	\$118.94	\$47,576.00
Lead Technician/ Designer	224	\$137.97	\$30,905.28
Sr. Ecologist	80	\$190.00	\$15,200.00
Lead Environmental Scientist	104	\$173.18	\$18,010.72
Sr. Planner	148	\$161.57	\$23,912.36
Accountant	28	\$125.00	\$3,500.00
Clerical	85	\$100.00	\$8,500.00
<b>Total Hourly Costs</b>			<b>\$656,810.51</b>
REIMBURSABLES			
<u>Expenses</u>			<u>Amount</u>
Mileage			\$1,303.00
Traffic Counts			\$11,500.00
Other-Printing, Supplies, Outreach Materials			\$750.00
<b>Total Expenses</b>			<b>\$13,553.00</b>
SUBCONSULTANTS			
<u>Subconsultants</u>			<u>Amount</u>
WSP USA			\$694,299.50
Furtado			\$72,203.60
HWA GeoSciences			\$119,333.15
Michael Minor			\$62,449.42
<b>Total Subconsultants</b>			<b>\$948,285.67</b>
OTHER			
Management Reserve			\$0.00
<b>Total Other Costs</b>			<b>\$0.00</b>
<b>CONTRACT TOTAL</b>			<b>\$1,618,649.18</b>

## Fee Schedule

**Consultant: Perteet, Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @188.43%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
Principal	\$88.28	\$166.34	\$25.38	\$280.00
Principal - Peter DeBoldt	\$117.08	\$220.61	\$33.66	\$371.35
Sr. Associate	\$75.67	\$142.58	\$21.75	\$240.00
Sr. Associate - Brian Caffero	\$80.27	\$151.25	\$23.08	\$254.60
Sr. Ecologist	\$59.90	\$112.88	\$17.22	\$190.00
Sr. Planner/Cultural Resources Manager	\$55.07	\$103.77	\$15.83	\$174.67
Sr. Planner	\$56.72	\$106.88	\$16.31	\$179.90
Sr. Engineer	\$70.94	\$133.67	\$20.39	\$225.00
Lead Environmental Scientist	\$54.60	\$102.88	\$15.70	\$173.18
Lead Engineer	\$57.69	\$108.71	\$16.59	\$182.98
Engineer III	\$52.00	\$97.98	\$14.95	\$164.93
Civil Designer II	\$43.00	\$81.02	\$12.36	\$136.39
Civil Designer I	\$37.50	\$70.66	\$10.78	\$118.94
Lead Technician/Designer/CAD Manager	\$58.33	\$109.90	\$16.77	\$185.00
Lead Technician/Designer	\$43.50	\$81.97	\$12.51	\$137.97
Accountant	\$39.41	\$74.26	\$11.33	\$125.00
Clerical	\$31.53	\$59.41	\$9.06	\$100.00

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

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

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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



**Washington State  
Department of Transportation**

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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 19, 2023

Furtado & Associates, Inc.  
901 Fifth Avenue, Suite 2710  
Seattle, WA 98164

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jessica Goldsberry:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR for the following:

- Home Office: 168.17% of direct labor
- Field Office: 141.21 % of direct labor

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

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Jul 19, 2023 09:15 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

# Exhibit E

## Sub-consultant Cost Computations

Subconsultant: Furtado  
Project: I-5/I64th Interchange  
Client: Snohomish County

### ALL INCLUSIVE HOURLY RATE FEE ESTIMATE

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	4	\$280.00	\$1,120.00
Survey Manager III	58	\$210.00	\$12,180.00
Project Manager II	80	\$200.72	\$16,057.60
Civil Engineer III	8	\$185.00	\$1,480.00
Engineering Technician IV	108	\$115.00	\$12,420.00
Field Team Sr. Lead	102	\$165.00	\$16,830.00
Surveyor III	100	\$113.48	\$11,348.00
Senior Projects Administrator	4	\$125.00	\$500.00
<b>Total Labor Costs</b>			<b>\$71,935.60</b>

### REIMBURSABLES

<u>Expenses</u>	<u>Amount</u>
Mileage	\$268
Reproductions	\$0
Sampling & Testing	\$0
Subconsultants	\$0
Other (Parking, Postage, etc.)	\$0
<b>Total Expenses</b>	<b>\$268</b>

<b>CONTRACT TOTAL</b>	<b>\$72,203.60</b>
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## Fee Schedule

**Subconsultant: Furtado and Associates, Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @168.17%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
President	\$94.30	\$158.59	\$27.11	\$280.00
Senior Vice President	\$94.30	\$158.59	\$27.11	\$280.00
Vice President	\$94.30	\$158.59	\$27.11	\$280.00
Principal	\$94.30	\$158.59	\$27.11	\$280.00
Senior Principal	\$94.30	\$158.59	\$27.11	\$280.00
Department Manager	\$75.78	\$127.44	\$21.79	\$225.00
Land Surveyor, LSIT	\$55.57	\$93.45	\$15.98	\$165.00
Survey Manager I	\$63.99	\$107.61	\$18.40	\$190.00
Survey Manager II	\$67.36	\$113.28	\$19.37	\$200.00
Survey Manager III	\$78.12	\$131.37	\$22.46	\$231.95
Civil CAD Manager	\$52.20	\$87.79	\$15.01	\$155.00
Deputy Project Manager	\$65.52	\$110.18	\$18.84	\$194.54
Project Manager I	\$62.40	\$104.94	\$17.94	\$185.28
Project Manager II	\$67.60	\$113.68	\$19.44	\$200.72
Project Manager III	\$69.04	\$116.11	\$19.85	\$205.00
Senior Project Manager	\$72.41	\$121.77	\$20.82	\$215.00
Surveyor I	\$28.39	\$47.74	\$8.16	\$84.30
Surveyor II	\$34.94	\$58.76	\$10.05	\$103.74
Surveyor III	\$38.22	\$64.27	\$10.99	\$113.48
Field Team Lead	\$49.14	\$82.64	\$14.13	\$145.91
Field Team Lead, Senior	\$55.57	\$93.45	\$15.98	\$165.00
Field Team Lead, Senior Managing	\$63.99	\$107.61	\$18.40	\$190.00
Senior Survey Technician	\$47.15	\$79.29	\$13.56	\$140.00
GIS Technician I	\$30.16	\$50.72	\$8.67	\$89.55
GIS Technician II	\$35.36	\$59.46	\$10.17	\$104.99
GIS Technician III	\$40.56	\$68.21	\$11.66	\$120.43
GIS Technician IV	\$42.10	\$70.80	\$12.10	\$125.00
GIS Technician V	\$50.96	\$85.70	\$14.65	\$151.31
GIS Technician VI	\$52.20	\$87.79	\$15.01	\$155.00
GIS Technician VII	\$52.20	\$87.79	\$15.01	\$155.00
Engineering Technician I	\$28.39	\$47.74	\$8.16	\$84.30
Engineering Technician II	\$32.76	\$55.09	\$9.42	\$97.27
Engineering Technician III	\$38.22	\$64.27	\$10.99	\$113.48
Engineering Technician IV	\$38.73	\$65.13	\$11.14	\$115.00
Engineering Technician V	\$47.15	\$79.29	\$13.56	\$140.00
Engineering Technician VI	\$47.15	\$79.29	\$13.56	\$140.00
Engineering Technician VII	\$53.89	\$90.62	\$15.49	\$160.00
Engineering Technician VIII	\$53.89	\$90.62	\$15.49	\$160.00

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @168.17%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
Engineering Technician IX	\$53.89	\$90.62	\$15.49	\$160.00
Civil Engineer I	\$48.05	\$80.81	\$13.81	\$142.67
Civil Engineer II	\$62.31	\$104.78	\$17.91	\$185.00
Civil Engineer III	\$62.31	\$104.78	\$17.91	\$185.00
Project Engineer	\$62.31	\$104.78	\$17.91	\$185.00
Engineering Department Manager	\$80.83	\$135.93	\$23.24	\$240.00
Document Control Specialist I	\$47.15	\$79.29	\$13.56	\$140.00
Document Control Specialist II	\$53.89	\$90.62	\$15.49	\$160.00
Construction Inspector I	\$47.15	\$79.29	\$13.56	\$140.00
Construction Inspector II	\$53.89	\$90.62	\$15.49	\$160.00
Construction Inspector III	\$58.94	\$99.12	\$16.94	\$175.00
Construction Manager I	\$69.04	\$116.11	\$19.85	\$205.00
Construction Manager II	\$69.04	\$116.11	\$19.85	\$205.00
Construction Manager III	\$72.41	\$121.77	\$20.82	\$215.00
Project/Office Administrator I	\$32.76	\$55.09	\$9.42	\$97.27
Project/Office Administrator II	\$42.10	\$70.80	\$12.10	\$125.00
Senior Project/Office Administrator	\$42.10	\$70.80	\$12.10	\$125.00
Controller	\$42.10	\$70.80	\$12.10	\$125.00

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

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

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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July 19, 2023

Furtado & Associates, Inc.  
901 Fifth Avenue, Suite 2710  
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This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

*Schatzie Harvey*

[Schatzie Harvey \(Jul 19, 2023 09:15 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

Subconsultant: HWA GeoSciences, Inc.

Project: I-5/I64th Interchange

Client: Snohomish County

<b>ALL INCLUSIVE HOURLY RATE FEE ESTIMATE</b>
---

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Geotechnical Engineer VIII	12	\$280.00	\$3,360.00
Geotechnical Engineer VIII	60	\$280.00	\$16,800.00
Geotechnical Engineer V	95	\$196.07	\$18,627.00
Geotechnical Engineer V	64	\$168.97	\$10,814.00
Geotechnical Engineer III	34	\$146.66	\$4,986.00
Geologist III	104	\$129.12	\$13,428.00
CAD	12	\$108.40	\$1,301.00
Admin	1	\$100.00	\$100.00
Contracts Admin	12	\$125.00	\$1,500.00
<b>Total Labor Costs</b>			<b>\$70,916.00</b>

<b>REIMBURSABLES</b>
----------------------

<u>Expenses</u>	<u>Amount</u>
Mileage	\$97
WSDOT Median Driller	\$7,500
WSDOT Shoulder Driller	\$7,000
Limited Access Driller	\$12,000
Private Utility Locator	\$750
Lab Testing	\$8,000
Traffic Control Plan Development (\$250/plan)	\$1,750
Traffic Control Rental and Setup	\$10,000
Transducer Rental	\$1,200
Water Level Indicator (4 days at \$30/day)	\$120
<b>Total Expenses</b>	<b>\$48,417</b>

<b>CONTRACT TOTAL</b>
-----------------------

<b>\$119,333.15</b>
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## Fee Schedule

**Subconsultant: HWA GeoSciences, Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @190.07%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
Administrative Support	\$31.37	\$59.62	\$9.02	\$100.00
CAD	\$45.00	\$85.53	\$12.94	\$143.47
Contracts Administrator	\$39.21	\$74.52	\$11.27	\$125.00
Geologist I	\$30.00	\$57.02	\$8.63	\$95.65
Geologist II	\$37.00	\$70.33	\$10.64	\$117.96
Geologist III	\$45.00	\$85.53	\$12.94	\$143.47
Geologist IV	\$53.00	\$100.74	\$15.24	\$168.97
Geologist V	\$55.00	\$104.54	\$15.81	\$175.35
Geologist VI	\$62.73	\$119.23	\$18.04	\$200.00
Geologist VII	\$70.57	\$134.14	\$20.29	\$225.00
Geologist VIII	\$87.82	\$166.93	\$25.25	\$280.00
Geotechnical Engineer I	\$40.00	\$76.03	\$11.50	\$127.53
Geotechnical Engineer II	\$47.00	\$89.33	\$13.51	\$149.85
Geotechnical Engineer III	\$50.00	\$95.04	\$14.38	\$159.41
Geotechnical Engineer IV	\$55.00	\$104.54	\$15.81	\$175.35
Geotechnical Engineer V	\$63.00	\$119.74	\$18.11	\$200.86
Geotechnical Engineer VI	\$70.57	\$134.14	\$20.29	\$225.00
Geotechnical Engineer VII	\$81.55	\$155.00	\$23.45	\$260.00
Geotechnical Engineer VIII	\$87.82	\$166.93	\$25.25	\$280.00
Hydrogeologist IV	\$54.89	\$104.33	\$15.78	\$175.00
Hydrogeologist V	\$54.89	\$104.33	\$15.78	\$175.00
Lab/Field Technician I	\$25.00	\$47.52	\$7.19	\$79.71
Lab/Field Technician II	\$29.00	\$55.12	\$8.34	\$92.46
Lab/Field Technician III	\$35.00	\$66.52	\$10.06	\$111.59
Lab/Field Technician IV	\$36.07	\$68.56	\$10.37	\$115.00
Lab/Field Technician V	\$36.07	\$68.56	\$10.37	\$115.00
Principal IX	\$87.82	\$166.93	\$25.25	\$280.00

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

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

### **Reimbursable Classifications**

Mileage

Outside Vendor Costs

### **Rates**

Current IRS Rate

At Cost

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



August 29, 2023

HWA GeoSciences, Inc.  
21312 30th Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Vasiliy P. Babko:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 190.07% of direct labor (rate includes 0.60% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T-Max CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*

[Schatzie Harvey \(Aug 30, 2023 15:27 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:leg

Subconsultant: Michael Minor  
 Project: I-5/I64th Interchange  
 Client: Snohomish County

<b>ALL INCLUSIVE HOURLY RATE FEE ESTIMATE</b>
---

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	144	\$183.92	\$26,484.48
Noise/Air Analyst	206	\$95.64	\$19,701.84
Noise/Air Analyst	118	\$95.64	\$11,285.52
Field Analyst	46	\$90.73	\$4,173.58
<b>Total Labor Costs</b>			<b>\$61,645.42</b>

<b>REIMBURSABLES</b>
----------------------

<u>Expenses</u>	<u>Amount</u>
Mileage	\$804
Reproductions	\$0
Communication	\$0
Sampling & Testing	\$0
Subconsultants	\$0
Other-Specify	\$0
<b>Total Expenses</b>	<b>\$804</b>

<b>CONTRACT TOTAL</b>	<b>\$62,449.42</b>
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## Fee Schedule

**Subconsultant: Michael Minor & Associates, Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @116.47%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
Principal	\$75.00	\$87.35	\$21.56	\$183.92
Noise/Air Analyst	\$39.00	\$45.42	\$11.21	\$95.64
Field Analyst	\$37.00	\$43.09	\$10.64	\$90.73

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

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

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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



**Washington State  
Department of Transportation**

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

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 20, 2023

Michael Minor & Associates, Inc.  
4923 SE 36th Ave  
Portland, OR 97202

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Michael Minor:


Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 116.47%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

  
[Schatzie Harvey \(Jul 20, 2023 09:34 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO

Subconsultant: WSP USA  
 Project: I-5/I64th Interchange  
 Client: Snohomish County

<b>ALL INCLUSIVE HOURLY RATE FEE ESTIMATE</b>
---

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Director, Structural Engineer	78	\$345.06	\$26,915.00
Director, Structural Engineer	8	\$272.06	\$2,176.00
Senior Vice President I, Transportation P	293	\$320.74	\$93,977.00
Senior Vice President I, Traffic Engineer	128	\$280.00	\$35,840.00
Assistant Consultant, Traffic Engineer	430	\$101.69	\$43,727.00
Associate Consultant, Traffic Engineer	698	\$115.16	\$80,382.00
Lead Consultant, Traffic Engineer	360	\$201.81	\$72,652.00
Sr. Lead Consultant, Structural Engineer	60	\$221.83	\$13,310.00
Lead Consultant, Management Consultan	50	\$201.81	\$10,091.00
Senior Consultant, Data Science	244	\$149.20	\$36,405.00
Associate Consultant, Traffic Engineer	712	\$161.65	\$115,095.00
Sr. Consultant, Transportation Planner	734	\$155.10	\$113,843.00
Lead Consultant, Transportation Planner	265	\$167.79	\$44,464.00
Associate Consultant, Project Accountan	34	\$115.16	\$3,915.00
<b>Total Hourly Costs</b>			<b>\$692,792.00</b>

<b>REIMBURSABLES</b>
----------------------

<u>Expenses</u>	<u>Amount</u>
Mileage	\$1,508
Reproductions	\$0
Communication	\$0
Sampling & Testing	\$0
Subconsultants	\$0
Other-Specify	\$0
<b>Total Expenses</b>	<b>\$1,508</b>

<b>CONTRACT TOTAL</b>	<b>\$694,299.50</b>
-----------------------	---------------------

## Fee Schedule

**Subconsultant: WSP USA, Inc.**

<b>Position Classification</b>	<b>Direct Salary Rate</b>	<b>ICR @140.62%</b>	<b>Profit @28.75%</b>	<b>Max Rate Per Hour</b>
Senior Director, Structural Engineer	\$103.95	\$146.17	\$29.88	\$280.00
Senior Director, Structural Engineer - Greg Banks	\$128.10	\$180.13	\$36.83	\$345.06
Director, Structural Engineer	\$101.00	\$142.03	\$29.04	\$272.06
Sr. Lead Consultant, Structural Engineer	\$82.35	\$115.80	\$23.68	\$221.83
Lead Consultant, Structural Engineer	\$64.15	\$90.21	\$18.44	\$172.80
Sr. Consultant, Structural Engineer	\$51.14	\$71.91	\$14.70	\$137.76
Consultant, Structural Engineer	\$51.69	\$72.69	\$14.86	\$139.24
Associate Consultant, Structural Engineer	\$45.01	\$63.29	\$12.94	\$121.24
Manager, Design Support	\$61.34	\$86.26	\$17.64	\$165.23
Lead Design Support Specialist	\$58.45	\$82.19	\$16.80	\$157.45
Senior Vice President I, Transportation Planner	\$103.95	\$146.17	\$29.88	\$280.00
Senior Vice President I, Transportation Planner - Chris Wellander	\$119.07	\$167.44	\$34.23	\$320.74
Senior Vice President I, Traffic Engineer	\$103.95	\$146.17	\$29.88	\$280.00
Lead Consultant, Traffic Engineer	\$74.92	\$105.35	\$21.54	\$201.81
Assistant Vice President, Transportation Planner	\$69.37	\$97.55	\$19.94	\$186.86
Vice President, Project Management	\$89.55	\$125.92	\$25.75	\$241.22
Consultant, Data Scientist	\$55.18	\$77.59	\$15.86	\$148.64
Consultant, Transportation Planner	\$49.43	\$69.51	\$14.21	\$133.15
Assistant Consultant, Traffic Engineer	\$37.75	\$53.08	\$10.85	\$101.69
Assistant Consultant, Transportation Planner	\$36.42	\$51.21	\$10.47	\$98.10
Sr. Consultant, Transportation Planner	\$57.58	\$80.97	\$16.55	\$155.10
Lead Consultant, Transportation Planner	\$62.29	\$87.59	\$17.91	\$167.79
Vice President, Traffic Engineer	\$104.00	\$146.24	\$29.90	\$280.14
Assistant Vice President, Traffic Engineer	\$88.34	\$124.22	\$25.40	\$237.96
Lead Consultant, Advisory Services	\$0.00	\$0.00	\$0.00	\$0.00
Sr. Consultant, Data Scientist	\$55.39	\$77.89	\$15.92	\$149.20
Sr. Consultant, Traffic Engineer	\$60.01	\$84.39	\$17.25	\$161.65

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

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

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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



**Washington State  
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PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 20, 2023

WSP USA, Inc.  
One Penn Plaza  
250 West 34<sup>th</sup> Street  
New York, NY 10119

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 140.62% of direct labor (rate includes 0.32% Facilities Capital Cost of Money)
- Base Field: 104.45% of direct labor (rate includes 0.22% Facilities Capital Cost of Money)

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

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

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

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;



[Schatzie Harvey \(Jul 20, 2023 09:35 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:BJO



# ***Exhibit F - Title VI Assurances Appendix A & E***

## **APPENDIX A**

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

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

# **Exhibit F - Title VI Assurances Appendix A & E**

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## **APPENDIX E**

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

### **Pertinent Non-Discrimination Authorities:**

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

## ***Exhibit G***

### ***Certification Document***

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

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

I hereby certify that I am the and duly authorized representative of the firm of Perteet Inc. whose address is 2707 Colby Avenue, Suite 900, Everett, WA 98201 and

that neither the above firm nor I have

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

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

Perteet Inc.

\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

I hereby certify that I am the:

☐ Snohomish County Executive

☒ Executive Director

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

Perteet Inc.  
\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

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

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

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

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

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

Perteet Inc.  
\_\_\_\_\_  
Consultant (Firm Name)

\_\_\_\_\_  
Signature (Authorized Official of Consultant)

\_\_\_\_\_  
Date

**Exhibit G-4 Certification of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of RFQ-23-013SB are accurate, complete, and current as of May 13, 2024.

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: Perteet Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.



## ***Exhibit H***

### ***Liability Insurance Increase***

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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 \$3,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$3,000,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

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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) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Exhibit K

## Sample Consultant Documents

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

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

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

#### TASK 1 - Project Management

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

#### TASK 2 - Design

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

#### REIMBURSABLES:

Type	Unit Cost	Quantity	Total
Mileage	\$0.56	75	\$42.00
Courier	\$11.13	1	\$11.13
Total Reimbursables:			\$53.13

#### SUBCONSULTANTS:

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

**TOTAL DUE THIS INVOICE:** \$13,463.07

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

**PROJECT PROGRESS REPORT No. 1**

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

**TASKS ACCOMPLISHED:**

**Tasks Accomplished by XYZ Company:**

- Participated in a project coordination meeting at County offices on 12/5/18. Status of survey, geotechnical investigations, environmental documentation, right-of-way plan preparation, right-of-way research, channelization plan, roadway design, and drainage design were discussed. County will prepare a survey control plan and draft wetland mitigation design for inclusion in the 60% PS&E package.
- Provided County with stream relocation sketches and wetland mitigation base sheet for design.

**Tasks Accomplished by Sub-consultants:**

- ABC attended coordination meeting same date. ABC continued coordination with County on sitting of proposed stormwater facilities and right-of-way requirements. Reviewed utility pothole information and revised 30% drainage profiles to minimize conflicts. Began Hydraulic Report and TESC plan for 60% PS&E (based on preferred construction staging and sequencing).
- LMN attended coordination meeting same date. Coordinated with County PM on project issues. Continued work on addressing 30% comments related to structural work.

**SCHEDULE STATUS:**

<u>Schedule Items</u>	<u>Scheduled Date</u>	<u>Actual Date</u>
Contract Completion Date	June 30, 2019	
Traffic Analysis Report	December 5, 2018	December 8, 2018
Revised Design Report	December 12, 2018	December 19, 2018

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

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

**BUDGET STATUS:**

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

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

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

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