

Snohomish County Standard Consultant Agreement Supplement		Consultant/Address/Telephone WSP USA, Inc. 33301 Ninth Avenue South, Suite 300 Federal Way, WA 98003	
Supplement Number Supplement No.12		Contact Name / E-Mail Address Robert L. Fernandes / bob.fernandes@wsp.com	
Agreement Number CCF07-13		Telephone 206-431-2333	Fax 206-431-2250
Project Title Structural Engineering, Geotechnical Design, Survey and Mapping Services for the Index Galena Road (MP 6.4 – 6.9) Flood Repair Project		Execution Date <i>August 8, 2013</i>	Completion Date <i>December 31, 2019</i>
Description of Work <i>Provide Structural Engineering, Geotechnical Design, Survey and Mapping Services for the Index Galena Road (MP 6.4 – 6.9) Flood Repair Project. The Index-Galena Road is located along the Skykomish River in the Mount Baker – Snoqualmie National Forest in southeast Snohomish County. During Fall 2006 it was severely damaged by flooding and was washed out between mile posts 6.4 and 6.9.</i>		New Maximum Amount Payable \$2,762,026.00	

WHEREAS, Snohomish County desires to supplement the Agreement entered into with **WSP USA, Inc.** and executed on the 8th day of August, 2013, as amended by Supplement No.1 on the 13th day of May, 2014, Supplement No.2 on the 24th day of February, 2015, Supplement No.3 on the 21st day of October, 2015, Supplement No.4 on the 17th day of December, 2015, Supplement No.5 on the 28th day of April, 2016, Supplement No.6 on the 27th day of July, 2016, Supplement No.7 on the 2nd day of November, 2016, and Supplement No.8 on the 26th day of September, 2017, Supplement No.9 on the 20th day of June 2018, Supplement No.10 on the 20th day of March 2019, Supplement No. 11 on the 21st day of May 2019, and identified as Agreement No. **CCF07-13**. All provision of the basic agreement remain in effect except as expressly modified by this supplement.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the Agreement are described as follows:

1. The "Total Amount Authorized" amount on the Agreement title page is amended as follows:

Total Amount Authorized ~~(\$2,733,405.00)~~ **\$2,762,026.00**

2. Section **II Scope of Work**, is hereby amended to read:

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" comprised of Exhibit A-1, Exhibit A-1a, Exhibit A-1b, Exhibit A-1c, Exhibit A-1d, Exhibit A-1e, Exhibit A-1f, Exhibit A-1g and Exhibit A-1h attached hereto and by this reference made a part of the AGREEMENT.

3. **EXHIBIT A-1h Supplemental Scope of Work**, attached hereto is added to and incorporated into the Agreement.
4. **EXHIBIT E-1h Supplemental Consultant Fee Determination – Budget**, attached hereto is added to and incorporated into the Agreement.
5. **EXHIBIT E-2 Consultant Fee Determination – Summary Sheet Fee Schedule**, attached hereto and incorporated into the original Agreement has been amended and hereby replaces the original EXHIBIT E-2.
6. **EXHIBIT F Breakdown of Overhead Cost**, attached hereto and incorporated into the original Agreement has been amended and hereby replaces the original EXHIBIT F.

- 7. **EXHIBIT G-2 Subconsultant Fee Determination – Summary Sheet Fee Schedule**, attached hereto and herein by this reference, is added to the previously amended EXHIBIT G-2 as a revised Fee Schedule for The Louis Berger Group and Shannon & Wilson.
- 8. **EXHIBIT G-3 Breakdown of Subconsultant's Overhead Cost**, attached hereto and herein by this reference, is added to the original EXHIBIT G-3, and made part of the Agreement, as updated overhead documentation for The Louis Berger Group and Shannon & Wilson.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No.12 on this 17 day of SEPT., 2019.

SNOHOMISH COUNTY

Steven E. Thomsen
Signature
STEVEN E. THOMSEN, P.E.
PUBLIC WORKS DIRECTOR
Title SNOHOMISH COUNTY

WSP USA, INC.

Kim Hinson
Signature
VICE PRESIDENT
Title

**CONTRACT TEMPLATE ONLY
REVIEWED AND APPROVED:**
Rebecca J. Guadamud
Deputy Prosecuting Attorney
Date: 11/26/14

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

EXHIBIT A-1h Supplemental Scope of Work

PROJECT DESCRIPTION

The COUNTY, desires to restore the roadway connection of the Index-Galena Road between project design Mileposts 6.088 and 7.032 by constructing a new roadway realigned to the south and east of the original roadway that was damaged during flooding of the North Fork of the Skykomish River in November of 2006. The design phase of the project is nearing completion and there is some additional effort remaining for design services due to an increase in the current scope of work for existing tasks and the addition of new work items for existing tasks not previously scoped. Appeal of the Shoreline Permit has delayed the proposed construction advertisement date.

The CONSULTANT, shall provide the following engineering and services as supplemental to the original and prior supplemental scopes of work. The proposed scope of services is based on discussions with the COUNTY and understanding of additional items of work as described in the following.

SUPPLEMENTAL SERVICES

The purpose of these supplemental services is to complete the Plans, Specifications, and Estimates (PS&E) for design of the project through the Ad-Ready Submittal.

This supplemental scope of work includes the following existing tasks:

- Task 25 - Project Management
- Task 33 – PS&E Submittals
- Task 35 - Quality Assurance / Quality Control

SCHEDULE AND ASSUMPTIONS

Our understanding is that the current target for advertisement for bidding is now expected in October 2019 to allow construction to begin in early spring of 2020. The project schedule is dependent on completion of the PS&E and environmental permit approvals, and milestones for deliverables of this scope will be developed in consultation with the COUNTY.

This scope of work assumes that the project design to date which is approximately 95 percent complete, will be finalized during this last phase of design services without any major changes to the project design and associated construction documents that would appreciably change the current completion direction and/or schedule.

ESTIMATED LEVEL OF EFFORT

The estimated level of effort to provide these services is shown in Exhibit E-1 and is based upon the scope of work, assumptions, and task descriptions provided following.

Task 25 Project Management

The CONSULTANT will provide additional project administration, management and coordination associated the extended timeframe for completion of the project design and bidding phases. Supplemental project management services for Tasks 25.1 - 25.4 are identified in the associated estimate of effort, Exhibit E-1.

Task 33 PS&E Submittals

The CONSULTANT will provide additional effort for preparation of submittals to complete the project design phase to support changes to the project earthwork and grading following discussions and direction by the COUNTY. The additional effort includes revisions to plans, specifications, and estimates (PS&E) associated with changes to bid items for earthwork and grading, and responses to additional COUNTY comments received.

Additional plan effort includes annotation of the plans to incorporate earthwork quantities to provide further clarification for bidding and construction. These clarifications extend to roadway plan and profile, sections, and all culvert plan and profile sheets.

Changes to earthwork bid items requires recalculation of earth material quantities, review and revision of associated unit costs, and special provisions.

One additional phone conference is included for final PS&E coordination, along with associated effort for finalizing the PS&E for the Ad-Ready submittal.

Task 35 Quality Assurance / Quality Control

The CONSULTANT will provide additional effort for Quality Assurance/Quality Control commensurate with the revisions to drawing sheets, specification items, and associated project quantity and cost items.

CONSTRUCTION PERIOD SERVICES

Services to be performed during the project construction are not included in this scope of services and will be provided as supplemental services when the project enters the construction phase as agreed upon with the COUNTY.

**EXHIBIT E-1h
Supplemental Consultant Fee Determination – Budget**

**EXHIBIT E-1, PROJECT FEE DETERMINATION
WSP (BergerABAM)
SUPPLEMENT NO. 12 - ADDITIONAL SERVICES**

**Total Cost Summary
9/5/2019**

**Index-Galena Road MP 6.4 to 6.9 Realignment
Snohomish County - RC 1532 / UPI #06-0150**

WSP PERSONNEL

<u>Project Function</u>	<u>Hours</u>		<u>Billing Rate</u>		<u>Cost</u>
1 Engineer VIII - Principal	34.0	X	\$ 218.32	= \$	7,423
2 Senior Construction Specialist	34.0	X	\$ 154.81	= \$	5,264
3 Engineer VII - Structural Project	50.0	X	\$ 183.86	= \$	9,193
4 Engineer V - Structural / Civil	70.0	X	\$ 126.66	= \$	8,866
5 Engineer VI - Civil Project	0.0	X	\$ 137.32	= \$	-
6 Applications Programmer II, Jef Blake	8.0	X	\$ 166.77	= \$	1,334
7 CAD Operator / Designer	56.0	X	\$ 125.90	= \$	7,050
8 Survey Director	0.0	X	\$ -	= \$	-
9 Coordinator / Administration	8.0	X	\$ 117.71	= \$	942
WSP Hours, TOTAL		260	Subtotal Personnel Costs = \$		40,072
			Salary Escalation = 0.00%		\$ -
			TOTAL PERSONNEL COSTS = \$		40,072

EXPENSES / DIRECT NONSALARY COSTS (DNSC)

Mileage	-	miles @ \$ 0.535	\$ -
Federal Express / Courier	0	each @ \$ 15.00	\$ -
		TOTAL REIMBURSABLE EXPENSES (DNSC) = \$	-

SUBTOTAL WSP COST = \$ 40,072

REALLOCATED BUDGETS FROM EXISTING COMPLETED TASKS

Task 29.0 Permitting Support	\$ 1,503
Task 30.0 Drainage Engineering (Louis Berger)	\$ 10,000
	\$ -
SUBTOTAL BUDGETS REALLOCATED TOWARDS COSTS = \$ 11,503	

ESTIMATED TOTAL SUPPLEMENTAL COST = \$ 28,569

Prepared by: SKJ
Date: 05 September 2019

**EXHIBIT E-1: PROJECT FEE DETERMINATION
WSP (BergerABAM)
SUPPLEMENT NO. 12 - ADDITIONAL SERVICES**

9/5/2019

**Index-Galena Road MP 6.4 to 6.9 Realignment
Snohomish County - RC 1532 / UPI #06-0150**

WSP COST TOTALS by TASK

		<u>Total Hours</u>	<u>Expenses</u>	<u>Personnel Task Totals</u>
Task 25	Project Management	22.0	\$ -	\$ 4,194
Task 26	Survey & Base Mapping	0.0	\$ -	\$ -
Task 29	Permitting Support	0.0	\$ -	\$ -
Task 31	Civil /Roadway Engineering	0.0	\$ -	\$ -
Task 32	Structural Engineering	0.0	\$ -	\$ -
Task 33	PS&E Submittals	208.0	\$ -	\$ 30,123
Task 34	Easement Plans	0.0	\$ -	\$ -
Task 35	Quality Assurance / Quality Control	30.0	\$ -	\$ 5,755
Task 36	Support During Bidding	0.0	\$ -	\$ -
				\$ 40,072

Total WSP Hours	260.0
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Total WSP Expenses	\$ -
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Subtotal Personnel Costs =	\$	40,072
Salary Escalation = 0.00%	\$	-
TOTAL PERSONNEL COSTS =	\$	40,072

DIRECT NONSALARY COSTS (DNSC)

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ -

SUBTOTAL WSP COST =	\$ 40,072
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**EXHIBIT E-1: PROJECT FEE DETERMINATION
WSP**

9/5/2019

SUPPLEMENT NO. 12 - Additional Services TASK DESCRIPTION	Task Number	Engineer III -	Senior	Engineer III -	Engineer V -	Engineer M -	Applications	CAD Operator /	Survey	Coordinator /	Totals
		Principal	Consultant on Specialist	Structural Project	Structural / Civil	Civil Project	Programmer II	Designer	Director	Administration	
BILLING RATE (hr)		\$ 215.32	\$ 154.81	\$ 123.00	\$ 123.00	\$ 137.35	\$ 120.77	\$ 123.00	\$ -	\$ 117.21	
TASK 25 - PROJECT MANAGEMENT	25	12		8						4	22
Project Coordination	25.1	8		4						4	16
Progress Meetings & Conference Calls	25.2	2		2							4
Management of Subconsultants	25.3	2									2
Project Demobilization and Restarts	25.4										
Project Close-Out	25.5										
TASK	25	\$2,620		\$1,103						\$471	\$ 4,194
TASK 33 - PS&E SUBMITTALS	33	10	22	22	72		8	62		4	228
Additional Comments - Review & Respond	1	4	4	10							18
Comments & Grading Revisions - Update Design Files and Plans	1	2	4	16		8	40				72
Grading Revisions - Update Quantities & Unit Costs	2	2	2	2			8				31
Grading Revisions - Phase Conference Coordination	1	8	4	8						4	8
Final Specifications & Special Provisions	2	6	2	6							25
Final Engineer's Cost Estimate	1	2	4	6				4			18
Review and Respond to Final Comments	2	4	4	4				4			17
As-Ready Submittal											18
TASK	33	\$2,183	\$4,326	\$5,094	\$6,000		\$1,334	\$7,020		\$471	\$20,128
TASK 35 - QUALITY ASSURANCE / QUALITY CONTROL	35	12	8	12							22
	35	\$2,620	\$929	\$2,208							\$ 5,757
WSP TOTAL HOURS =											
		84	84	69	70		8	62		8	280

EXHIBIT E-2
Consultant Fee Determination – Summary Sheet
Fee Schedule

Consultant: WSP, Inc.

Position Classification	Direct Salary Rate	ICR @136.06%	Profit @25.75%	Max Rate Per Hour
Engineer IX - Officer	\$90.49	\$123.11	\$23.30	\$236.90
Engineer VIII - Principal	\$83.39	\$113.46	\$21.47	\$218.32
Engineer VII - Project Manager	\$70.23	\$95.55	\$18.08	\$183.86
Engineer VI - Project Engineer	\$52.45	\$71.36	\$13.51	\$137.32
Engineer V - Project Engineer	\$48.38	\$65.83	\$12.46	\$126.66
Engineer IV - Senior Engineer	\$44.55	\$60.61	\$11.47	\$116.64
Engineer I/II/III	\$42.05	\$57.21	\$10.83	\$110.09
Senior Planner	\$62.20	\$84.63	\$16.02	\$162.84
Planner	\$53.75	\$73.13	\$13.84	\$140.72
Senior Scientist/Environmental/Landscape Architect	\$64.21	\$87.36	\$16.53	\$168.10
Scientist/Environmental/Landscape Architect	\$64.21	\$87.36	\$16.53	\$168.10
Public Involvement	\$46.15	\$62.79	\$11.88	\$120.82
Applications Programmer II	\$52.17	\$70.98	\$13.43	\$136.58
Applications Programmer II, Jeff Blake	\$63.23	\$86.03	\$16.28	\$165.54
CAD Operator IV/V/VI	\$45.02	\$61.25	\$11.59	\$117.87
CAD Operator II/III	\$35.00	\$47.62	\$9.01	\$91.63
Senior Construction Specialist	\$59.13	\$80.45	\$15.23	\$154.81
Senior Construction Specialist, Bob Lee	\$65.00	\$88.44	\$16.74	\$170.18
Construction Specialist/Inspector	\$50.16	\$68.25	\$12.92	\$131.33
Designer I/II/III/IV	\$47.48	\$64.61	\$12.23	\$124.32
Coordinators/Graphics/Editors/Administration/Communications Specialists	\$44.96	\$61.17	\$11.58	\$117.71

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-2 without prior written consent of the COUNTY.

EXHIBIT F
Breakdown of Overhead Cost

CONSULTANT'S audited overhead report from the WSDOT Audit Office, or other report supporting Overhead Rate (per Chapter 31.5 of the WSDOT Local Agency Guidelines), provided by CONSULTANT attached hereto and incorporated herein as Exhibit "F".



Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 17, 2019

WSP USA, Inc.
250 West 34th Street
New York, NY 10119

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Christopher Kidd:

We have accepted your firm's FYE 2018 Indirect Cost Rate (ICR) based on the "Independent CPA Report," prepared by Deloitte & Touche, LLP as follows:

- General Services Office: 136.06% of direct labor (rate includes 0.59% Facilities Capital Cost of Money)
- Based Field: 98.67% of direct labor (rate includes .32% Facilities Capital Cost of Money)

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

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

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

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

Regards;

Jonson, Erik
Jul 18 2019 9:39 AM

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Acceptance ICR CPA Report

EXHIBIT G-2
Subconsultant Fee Determination – Summary Sheet
Fee Schedule

Subconsultant: The Louis Berger Group, Inc.

Position Classification	Direct Salary Rate	ICR @144.10%	Profit @25.75%	Max Rate Per Hour
Vice President	\$87.79	\$126.50	\$22.61	\$236.90
Principal	\$87.79	\$126.50	\$22.61	\$236.90
Senior Project Manager	\$66.18	\$95.37	\$17.04	\$178.60
Senior Consultant / Senior Engineer	\$55.77	\$80.36	\$14.36	\$150.50
Project Engineer	\$45.32	\$65.31	\$11.67	\$122.30
Junior Consultant / Junior Engineer	\$38.45	\$55.41	\$9.90	\$103.76
Administrative Assistant	\$31.83	\$45.87	\$8.20	\$85.89

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit G-2 without prior written consent of the COUNTY.

EXHIBIT G-2
Subconsultant Fee Determination – Summary Sheet
Fee Schedule

Subconsultant: Shannon & Wilson, Inc.

Position Classification	Direct Salary Rate	ICR @185.28%	Profit @25.75%	Max Rate Per Hour
Officer (T25,27,28,29)	\$76.17	\$141.12	\$19.61	\$236.90
Sr Associate (T23, T24)	\$66.58	\$123.36	\$17.14	\$207.08
Associate (T22)	\$60.93	\$112.89	\$15.69	\$189.51
Senior Professional Staff I, II, III (T18, T19, T20)	\$49.81	\$92.29	\$12.83	\$154.92
Professional Staff IV (T17)	\$40.71	\$75.43	\$10.48	\$126.62
Professional Staff III (T16)	\$34.93	\$64.72	\$8.99	\$108.64
Professional Staff I-II (T14-T15)	\$30.02	\$55.62	\$7.73	\$93.37
Senior Drafter/Technician (S17,19)	\$36.51	\$67.65	\$9.40	\$113.56
Drafter/Technician I-IV (S09,10,11,13,15)	\$27.68	\$51.29	\$7.13	\$86.09
Senior Office Services (A17, A19)	\$36.43	\$67.49	\$9.38	\$113.30
Office Services I-IV (A07,09,10,11,13,15)	\$28.46	\$52.73	\$7.33	\$88.52

The rates listed above are the maximum rates payable under this AGREEMENT. Rates invoiced shall be based on the direct salary of the individual employee and shall not exceed those listed in this Exhibit G-2.

EXHIBIT G-3

Breakdown of Subconsultant's Overhead Cost

SUBCONSULTANT'S audited overhead report from the WSDOT Audit Office, or other report supporting Overhead Rate (per Chapter 31.5 of the WSDOT Local Agency Guidelines), provided by SUBCONSULTANT attached hereto and incorporated herein as Exhibit "G-3".



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-8388
www.wsdot.wa.gov

August 6, 2019

Louis Berger Group Domestic, Inc.
412 Mount Kemble Avenue
Morristown, NJ 07960

Subject: Acceptance FYE 2018 ICR – Risk Assessment Review

Dear David Carrick:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2018 ICR of 144.10% office rate and 116.18% field rate. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

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

Jonson, Erik
Aug 6 2019 3:10 PM

The logo for cosign, consisting of the word "cosign" in a lowercase, sans-serif font with a red dot over the 'i'.

ERIK K. JONSON
Contract Services Manager

EKJ:ah



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 5, 2019

Shannon & Wilson, Inc.
P.O. Box 300303
Seattle, WA 98103

Subject: Acceptance FYE 2018 ICR – Cognizant Review

Dear Noelani Bevill:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 185.28% of Combined/Corporate (includes Facilities Capital Cost of Money 0.27%) based on the "Cognizant Review" from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Jun 6 2019 7:43 AM

cosign

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Acceptance ICR Cognizant Review