

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

Agreement Number: CCF02-18

Firm/Organization Legal Name (do not use dba's): Jacobs Engineering Group Inc.		
Address 1100 112th Ave NE, Suite 500, Bellevue, WA 98004	Federal Aid Number N/A	
UBI Number 601-008-037	Federal TIN or SSN Number 95-4081636	
Execution Date 9/26/2018	Completion Date 12/31/2019	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title Ash Way: 164th Street SW to Gibson Road		
Description of Work <i>Provide all design services necessary to prepare 60% plans and proposed specifications, for improvements to Ash Way: 164th Street SW to Gibson Road, west of Mill Creek city limits, in unincorporated Snohomish County. Provide an opinion of cost based on 60% design development, for the roadway and drainage improvements of Ash Way from 18th Avenue West to the intersection of Admiralty Way and Gibson Road (approximately 12,000 linear feet of roadway). Assist the County in identifying Right-of-Way needs in support of its work in preparation of the Right-of-Way plans.</i>		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Maximum Amount Payable: \$1,115,668.00

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Lori White
Agency: Snohomish County
Address: 3000 Rockefeller, M/S 607
City: Everett State: WA Zip: 98201
Email: Lori.White@snoco.org
Phone: 425-388-3536
Facsimile: 425-388-6449

If to CONSULTANT:

Name: Jeannette DeLay, P.E.
Agency: Jacobs Engineering Group Inc.
Address: 1100 112th Ave NE, Suite 500
City: Bellevue State: WA Zip: 98004
Email: Jeannette.DeLay@jacobs.com
Phone: 425-233-3222
Facsimile: 425-452-1212

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

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

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

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

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

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

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

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

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: Lori White
Agency: Snohomish County
Address: 3000 Rockefeller, M/S 607
City: Everett State: WA Zip: 98201
Email: Lori.White@snoco.org
Phone: 425-388-3536
Facsimile: 425-388-6449

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

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

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

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

Agreement Number: CCF02-18

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.

Agreement Number: CCF02-18

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number: CCF02-18

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

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

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

XX. Records Maintenance

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

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

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

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

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

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



Signature

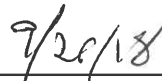


Date



Signature

KEN KLEIN
Executive Director



Date

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

**CONTRACT TEMPLATE ONLY
REVIEWED ONLY:**

George B. Marsh
Deputy Prosecuting Attorney
Date: 4/13/2018

COUNCIL USE ONLY	
Approved:	9.26.18
Docfile:	D-6

Agreement Number: CCF02-18

Exhibit A

Scope of Work

Introduction

The purpose of this scope of services is to provide project management, roadway design and engineering, design of curb ramps, storm water analysis, storm drain design, retaining wall design, utility coordination, and agency coordination (including coordination with the Post Office, Mukilteo School District No 6, and Community Transit). The CONSULTANT will prepare 60% plans and a list of proposed specifications. The CONSULTANT will also provide an opinion of cost based on 60% design development, for the roadway and drainage improvements of Ash Way from 18th Avenue West to the intersection of Admiralty Way and Gibson Road (approximately 12,000 linear feet of roadway). In addition, the CONSULTANT will assist the AGENCY in identifying Right-of-Way needs in support of their work in preparation of the Right-of-Way plans.

The proposed roadway improvements on Ash Way vary within different segments but generally include widening to a three lane cross section with a 12-foot two-way left-turn lane; 2 11-foot travel lanes; 2-foot bike buffers, 5-foot bike lanes, 6-foot landscaped planter strips, 7-foot sidewalks, and curb and gutter on each side of the roadway; and retaining cut and fill walls as required; completing the corridor to comply with Snohomish County Engineering Design and Development Standards (EDDS). The project will also address elements of the existing and proposed curb ramps to achieve Americans with Disabilities Act (ADA) compliance. Drainage and utility improvements will include storm water conveyance, detention, water quality treatment, and utility relocations. The project includes improvements to the intersections of Madison Ave, 148th Street SW, 134th Street SW, East Gibson Road and Admiralty Way. In addition, 148th will be extended to Madison St with a three lane section with bicycle lanes, planter strips and sidewalks.

The target for completing 60% plans is 16 months after notice to proceed. It is anticipated that the AGREEMENT will be suspended after completion of 60% plans, while the AGENCY completes Right-of-Way acquisitions. Work to address completion of Plans, Specifications and Opinion of Cost for construction will be incorporated as a future amendment or subsequent agreement.

Services to be provided by the CONSULTANT will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The CONSULTANT will have no other obligations, duties or responsibilities associated with the project except as expressly provided in this AGREEMENT.

Note: It is assumed that the AGENCY will obtain all environmental permits for the project.

Services provided by the CONSULTANT consist of:

GENERAL SCOPE OF SERVICES

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

- Task 1 – Project Management and Coordination
- Task 2 – Survey and Basemapping Coordination
- Task 3 – Right-of-Way Assistance and Coordination
- Task 4 – Environmental and Public Involvement Support
- Task 5 – Agency Coordination
- Task 6 – Geotechnical Coordination
- Task 7 – Utility Coordination
- Task 8 – Storm Drainage Design
- Task 9 – Swamp Creek Culvert Replacement Design
- Task 10 – Curb Ramp Type and Location Analysis
- Task 11 – 60% Plan Preparation, Specification List and Opinion of Cost
- Task 12 – Roundabout Design
- Task 13 – Project File Management and Electronic Exchange of Engineering and Other Data

Note 1: Additional Services

With prior written approval by the AGENCY and written notice-to-proceed, work elements listed in this scope of services as additional services may be provided by the CONSULTANT. No budget or scope of work is included in this AGREEMENT to cover additional services; budget and scope of work will be added by amendment for any services authorized.

Future project phases may include 90% Design, bid documents (Plans, Specifications and Estimate - PS&E), Assistance during Bidding, Design Services during Construction (DSDC) and Construction Administration and Management Services.

This Scope of Services is defined in the tasks below:

SCOPE OF SERVICES DEFINED**Task 1 – Project Management and Coordination**

Overall project management and coordination work elements include:

1.1 Project Administration

The CONSULTANT will provide project management and administration (including invoicing, monthly progress reports, and schedule updates) and coordination with AGENCY staff throughout the project's duration. The CONSULTANT will provide oversight, direction and management of the project team for execution of work as identified in this scope of services and will monitor the project budget and schedule. For budgeting purposes the project duration is assumed to be 16 months.

The CONSULTANT will manage the schedule, scope, budget, and quality over the term of the AGREEMENT. Progress report including project progress, upcoming work, schedule status and financial status will be included with each invoice. This work element is intended to help monitor costs and budgets, and to propose corrective actions. This may include formal scope and/or budget modifications if mutually agreed. The CONSULTANT's Project Manager will provide the AGENCY's Project Manager a weekly email with accomplishments for the week.

The CONSULTANT's Project Manager will maintain communication with the AGENCY's Project Manager and the CONSULTANT's Project Team via informal meetings, telephone discussions, electronic mail and other means necessary.

1.2 Project Coordination Meetings

Participate in monthly project coordination meetings with the AGENCY (assume 16 meetings). Attend up to five (5) additional coordination meetings with AGENCY resource groups and staff on an as needed basis. The CONSULTANT will prepare meeting agendas and meeting minutes with the assistance from the AGENCY. Utility coordination meetings are not included in this task (see Task 7).

1.3 Project Work Plan

The CONSULTANT will prepare a work plan for the project after the Notice to Proceed which includes a communication plan, identification of deliverables, a quality control plan, and procedures for change management.

1.4 Project Schedule

The CONSULTANT will be required to revise, maintain, and submit a detailed Microsoft Project schedule including milestones dates for each work item and will include AGENCY predecessor tasks. The CONSULTANT, at a minimum, will update and submit this monthly schedule throughout the life of the project.

1.5 Quality Assurance

This work element is for development of a quality assurance (QA) plan for oversight of quality control review of CONSULTANT deliverables by a designated staff member of the CONSULTANT team. The plan will cover review of documents; reports; plans, specifications, cost estimates; and pertinent information on an ongoing basis.

The program entails the periodic review of study criteria, design, and assumptions; as well as concepts, presentation and format of product; and consistency with the overall project objectives.

Assumptions:

- Project meetings will be held at the AGENCY offices.
- Project kickoff meeting will be held at the CONSULTANT's Bellevue Office.
- Hours required for quality control (checking) of all work products are included in the tasks under which those work products are scoped.

Deliverables:

- Project Meeting Agenda and Meeting Notes, when applicable (up to 21 meetings)
- Monthly Invoices and Progress Reports (up to 16 invoices)
- Draft and Final project work plan including the Quality Assurance plan (1 each)
- Project Schedule with Monthly project schedule updates (In Microsoft Project)

Task 2 – Survey and Basemapping Coordination

Basemaps will be provided to the CONSULTANT in Auto Civil3D by the AGENCY to support the 60% design efforts by the CONSULTANT.

The CONSULTANT will assist the AGENCY in identifying additional topographic survey needs to be conducted by the AGENCY or authorized agent. The CONSULTANT will provide hand markups on google map aerial printouts with survey limits and/or locations and an item list to identify the additional needs. It is anticipated that additional survey needs will be required for the 60% design development, as well as for various efforts associated with the Utility Coordination task.

Work Elements:

- Identification of additional survey needs.

Assumptions:

- The AGENCY will provide existing basemap files in Civil3D with field survey data, DTM surfaces, and support files suitable for external referencing into design files within 8 weeks of the notice to proceed.
- The AGENCY will provide Civil3D file containing field survey data, DTM surface and support files suitable for external referencing into design files after each additional survey is completed.
- The survey control plan will be prepared by the AGENCY for the contract documents with assistance by the CONSULTANT.
- The CONSULTANT will rely on the accuracy of the base maps provided by the AGENCY.

Deliverables:

- List of additional survey requirements prior to development of 60% Estimate submittal.

Task 3 – Right-of-Way Assistance and Coordination

The CONSULTANT will work with the AGENCY to determine the new Right-of-Way line. The CONSULTANT will attend two (2) meetings with the AGENCY to discuss determination and identification of right-of-way and easement limits necessary for the planned stormwater facilities, stormwater improvements, and roadway and driveway improvements based on design as defined in this scope of services. One meeting will be a design only meeting and one meeting will include staff from the AGENCY Right-of-Way group.

Assumptions:

- The AGENCY will be responsible for preparing and assembling all of the Right-of-Way plans and acquisition documents, including easements.
- Right-of-Way Appraisals, Acquisition and Negotiation Services are NOT included in this scope of services.

Deliverables:

- AutoCAD files, using AGENCY standards, containing proposed right-of-way line defining required right-of-way for Ash Way project.

Task 4 – Environmental and Public Involvement Support

The CONSULTANT will assist the AGENCY with environmental documentation and public involvement as delineated below.

4.1 Support for Environmental Documentation and Permit Requirements

The CONSULTANT will provide supporting data for environmental permit development by AGENCY, based on design development of Ash Way. Additionally, the CONSULTANT will provide limited review of environmental permit applications developed by the AGENCY. Review of the permit applications will be focused on verifying that the proposed roadway improvements are incorporated into the permit applications correctly. The CONSULTANT will provide one marked up review copy project definition to be used by AGENCY for permit applications.

Assumptions:

- The AGENCY will coordinate, create and apply for all environmental permits.
- The AGENCY is proceeding with design as a federally funded project in the event that federal funds are allocated.
- Supporting information provided by the CONSULTANT will be limited to earthwork quantities, areas of existing and new impervious surfaces and flow control/water quality information associated with the 60% submittal.
- The CONSULTANT will provide supporting information to the AGENCY in an AutoCAD file, using AGENCY standards, and excel file. AutoCAD file will include cut/fill lines, disturbed area and quantity boundaries. The excel file will include earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information.
- Wetland and stream impacts are anticipated. AGENCY staff will provide wetland delineations to the CONSULTANT in AutoCAD. The CONSULTANT will overlay wetland/stream impacts lines in AutoCAD quantifying the extent of critical areas impacts (wetland, stream and buffer impacts).

Deliverables:

- One (1) AutoCAD file, using AGENCY standards, with cut/fill lines, disturbed area, quantity boundaries and wetland/stream impacts lines.
- One (1) excel file with earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information
- One (1) marked up review copy of the draft environmental document.

4.2 Assistance in Public Involvement

The CONSULTANT will provide review of newsletters and web page updates, with effort to be limited to allocated budget as defined herein.

Assumptions:

- The AGENCY will lead public outreach efforts.
- For budgeting purposed it has been assumed that there will be one (1) newsletter and one (1) web page update during the course of design.

Deliverables:

- Review comments on one (1) newsletter and one (1) web page updates

Task 5 – Agency Coordination

The CONSULTANT will provide plans showing bus stop and mailbox information, to be submitted to Community Transit and the Post Office for review by the AGENCY. All information required in preparation of these plans will be provided to the CONSULTANT by the AGENCY.

Assumptions:

- The AGENCY will coordinate with Community Transit and the Postal Service.
- The CONSULTANT will participate in one (1) coordination meeting with each of the above-listed agencies.

- The AGENCY will provide direction on locations for bus stops and mailbox relocations when verifying the meeting minutes.

Deliverables:

- AGENCY Mailbox plans and bus stop relocation plans (assuming 30 sheets for mail box plans and 5 sheets for the bus stop plans).
- Meeting minutes for agency meetings, two (2)
- Plans at 60% showing proposed bus stop (if applicable) and mailbox locations associated with the improvements.

Task 6 – Geotechnical Coordination

The CONSULTANT team will coordinate with the AGENCY in identifying locations where geotechnical investigations are required for walls and signal pole foundations, for development of a pavement section, and for development of drainage design requirements for the proposed roadway improvements. The investigations will provide information related to groundwater, infiltration potential (for water quality), wall type recommendations, pavement design, signal pole foundation type, and cut/fill requirements for the project area.

All requested geotechnical investigations will be performed by the AGENCY, or authorized agent of the AGENCY.

The CONSULTANT team will provide potential wall and stormwater facility locations and will identify locations where flow control and water quality facilities are planned to be located, based upon the “Storm Concept Alternative Analysis” work previously completed. The CONSULTANT will coordinate with the geotechnical engineer to assess the feasibility of infiltration locations.

Assumptions:

- Preliminary geotechnical design recommendations will be available within 3 months of CONSULTANT receipt of notice to proceed for the preparation of the 60% submittal.
- The AGENCY is responsible for collection of geotechnical data and for providing all information required regarding foundation requirements.
- The AGENCY will complete the geotechnical investigations, and prepare a draft report. If the geotechnical recommendations presented in the draft report differ from the preliminary design recommendations, any required design revisions will be incorporated after the 60% submittal and are not included in this scope and fee.
- Final geotechnical report will be deferred until after the 60% submittal.
- All walls are assumed to be under 6 feet tall
- Snohomish County Engineering Design and Development Standard Details can be used for rockery walls.
- Washington State Department of Transportation Standard Plans will be used for signal and illumination poles.
- Pavement section will be provided by the AGENCY.

Deliverables:

- Marked up plans with proposed wall locations, signal pole locations and stormwater facility locations for use by the AGENCY in development of geotechnical investigation plan.

Task 7 – Utility Coordination

7.1 Utility Coordination

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

The CONSULTANT will assist the AGENCY by verifying the existing public utility information. The CONSULTANT will rely on the Washington Utility Relocation Center (“One Call Tickets”) to provide names of utility owners present along the corridor. The AGENCY will provide utility mapping data and CAD files. The CONSULTANT’s work tasks will include:

- Review as-built record drawings provided by the AGENCY from utilities responding to the one-call tickets.
- Site visit (8 hours) to confirm and/or add additional utilities.
- Attend one (1) coordination meeting (4 hours) with all utility representatives and the AGENCY to discuss CONSULTANT's research results. Prepare meeting summaries and distribute to the team as needed. (assume one coordination meeting in total)
- Prepare a design that avoids conflicts with existing utilities when feasible and practical. If conflicts are unavoidable, or create significant cost to the AGENCY, and the design requires the relocation of existing utilities, the CONSULTANT will develop a list of known utility conflicts to be investigated.
- Provide the AGENCY with markups on the utility plans provided, based on the researched material, for the AGENCY to update utility base map.
- CONSULTANT shall maintain an up to date utility coordination log limited to communication to follow up action items from the Utility Coordination meeting.

Assumptions:

- The following utilities and utility franchises exist along the Ash Way corridor:
 - Power (Snohomish County PUD)
 - Communication and Fiber-optics (Frontier)
 - Cable (Comcast and Wave Broadband)
 - Water (Alderwood Water and Sewer District)
 - Gas Distribution (Puget Sound Energy)
- Incorporation of any utility franchise design, such as new or upgraded waterlines, into the contract documents is NOT included in this scope of services and considered an Additional Service under a Supplement to this AGREEMENT.
- The AGENCY will prepare inter-local agency agreements between the AGENCY and the utility agencies for incorporation of contract services to be included in the AGENCY's construction contracts. Examples of the services that could be included are: the adjustment of utilities, removal of abandoned structures and facilities, trenching, relocation of water lines, and traffic control.
- Undergrounding of overhead utilities lines is not anticipated.

Deliverables:

- Marked up/highlighted as-builts and AGENCY basemap showing discrepancies in utility locations and sizes
- Agenda and meeting minutes (assume 1 meeting total)
- Utility conflict EXCEL spreadsheet (updated after each meeting)
- Separate half size utility plan sheets with conflicts noted (with 60% submittal) – hard copy and PDF
- Utility coordination log limited to communication to follow up action items from the Utility Coordination meeting

Task 8 – Storm Drainage Design

8.1 Design Criteria

The drainage design will be developed using Snohomish County Engineering Design and Development Standards (EDDS), the 2016 edition of the Snohomish County Drainage Manual, and Snohomish County Code. The Department of Ecology (DOE) 2012 Low Impact Design Technical Guidance Manual for Puget Sound will also be used. Stormwater detention and water quality treatment will be designed according to the 2016 Snohomish County Drainage Manual. The flow control and water quality treatment Best Management Practices (BMPs), which may include detention ponds, vaults, bioretention cells, Filterra units, Modular Wetlands and plastic detention chambers will be designed and sized using the latest edition of MGS Flood, HSPF-based continuous runoff model.

8.2 Threshold Discharge Area (TDA) Maps

The CONSULTANT will modify the threshold discharge area (TDA) maps previously prepared for the five-lane section to reflect the proposed three-lane section. The maps will show existing drainage features and patterns within the Ash Way corridor, and identify TDAs including the quarter mile flow paths used in determining each TDA. The maps, produced by the CONSULTANT, will be prepared with aerial mapping background and show critical areas such as wetlands and streams as delineated by the AGENCY.

These TDA maps will include:

- Threshold discharge areas for each basin
- Hatched or colored areas for new PGIS, replaced PGIS, new NPGIS, and pervious surface
- Downstream discharge flow paths (1/4 mile distance)
- Wetlands, streams, riparian areas and other critical areas (mapped by the AGENCY)
- Existing water wells and drain fields

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

Deliverables:

- One (1) electronic PDF copy and (1) AutoCAD file of the draft and final TDA Maps.

8.3 Drain Fields and Water Wells

The CONSULTANT will obtain and review Snohomish County Health Department permit records for existing drain fields and water wells along the corridor. The CONSULTANT will map drain fields and wells located within 100-feet of the right-of-way. The CONSULTANT will create an AutoCAD drawing, using AGENCY standards, of existing wells and drain fields for the AGENCY to reference into their project basemap.

Deliverables:

- One (1) AutoCAD drawing including the existing drain fields and water wells.

8.4 Offsite Analysis

The CONSULTANT will conduct a downstream analysis for each TDA extending a quarter mile downstream/down-gradient of the project right-of-way limits for each of the TDAs identified. The downstream analysis will be performed as described in the 2016 Snohomish County Drainage Manual, Vol. 1, Section 3.3. Each analysis will include a review of AGENCY Drainage Inventory Maps, Drainage Needs Report, recent drainage complaint documentation provided by the AGENCY, and a visual assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A visual above-ground inspection, where practical, will be conducted for each of the downstream drainage conveyance systems associated with the project. Representative photographs will be taken and an assessment of the downstream effects will be performed. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment. The CONSULTANT will prepare a written description of the downstream system conditions and provide a map showing downstream routes. This scope and budget does not include detailed hydraulic analysis or computations of the downstream section, but it can be provided as an additional service if requested by the AGENCY.

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

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

Assumptions:

- The CONSULTANT will analyze up to thirteen (13) TDA downstream routes
- The downstream analysis field work and visual inspection of the upstream contributing basin areas will be conducted on the same site visit. Field work to complete these tasks for the thirteen (13) TDAs will be limited to 40 hours.
- The downstream route field investigation is assuming the CONSULTANT has permission to enter private properties to conduct the work. Any formal permission to enter private property will be acquired by the AGENCY.

Deliverables:

- One (1) electronic PDF copy of the draft and final Offsite Analysis to be included as a chapter in the

Drainage Report.

8.5 Change in Land Use Area Maps

The CONSULTANT has previously prepared maps identifying existing and proposed impervious areas that were submitted in the Design Report for the five lane section. This is used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for detention and stormwater quality treatment. TDA boundaries, based on roadway high points and conveyance system configuration, will be identified on these maps. This task includes updating these maps for the three-lane section.

Deliverables:

- One (1) electronic PDF copy of the Change in Land Use Maps and corresponding table of change in land use areas. These maps will include:
 - Existing Pollution Generating Impervious Area and Non-Pollution Generating Impervious Area Maps (approximately 10 sheets)
 - Proposed Pollution Generating Impervious Area, Replaced Impervious Area and Non-Pollution Generating Impervious Area Maps (approximately 10 sheets)
 - Tables identifying the different types of impervious surfaces

8.6 Storm Concept Alternative Analysis

The CONSULTANT has previously completed this task at the Design Report stage

8.7 Stormwater Alternatives Technical Memorandum

The CONSULTANT has previously completed this task at the Design Report stage.

8.8 Stormwater Quality Treatment

The CONSULTANT will prepare final calculations for stormwater quality treatment facilities using the latest edition of MGS Flood, HSPF-based continuous runoff model. Budget will be for the design of eleven (11) stormwater quality facilities.

The CONSULTANT will determine and identify right-of-way and easement limits necessary for the planned stormwater facilities for AGENCY use in right-of-way and easement acquisition

The CONSULTANT will determine additional topographic survey needs for the planned stormwater facilities. The topographic survey will be completed by the AGENCY.

The CONSULTANT will provide maps/exhibits indicating where geotechnical explorations will be required for stormwater facility feasibility, and provide ongoing coordination with the geotechnical engineer.

The CONSULTANT will provide support to the AGENCY for the environmental documentation and permitting process as needed for siting the stormwater facilities (assume 8 hours total)

Deliverables:

- Stormwater Quality calculations (to be included in the Drainage Report)
- Right-of-Way and Easement needs exhibit
- Request for additional topographic survey
- Map/exhibit of geotechnical exploration needs
- Environmental documentation and permitting support (assume 8 hours)

8.9 Stormwater Flow Control

The CONSULTANT will prepare final calculations for stormwater flow control (detention or infiltration) facilities using the latest edition of MGS Flood, HSPF-based continuous model. Budget for the design of 11 storm-water flow control facilities is in Section 11.0.

The CONSULTANT will determine and identify right-of-way and easement limits necessary for the planned

stormwater facilities for AGENCY use in right-of-way and easement acquisition.

The CONSULTANT will model two (2) threshold drainage areas with a precipitation model that accounts for the predicted increased wet season precipitation due to climate change. The AGENCY will consider the results and what might be cost effective project components to include in the project to provide resiliency.

The CONSULTANT will determine additional topographic survey needs for the planned stormwater facilities. The topographic survey will be completed by the AGENCY.

The CONSULTANT will provide maps/exhibits indicating where geotechnical explorations will be required for stormwater facility feasibility, and provide ongoing coordination with the geotechnical engineer.

The CONSULTANT will provide support to the AGENCY for the environmental documentation and permitting process as needed for siting the stormwater facilities (assume 8 hours total)

Deliverables:

- Storm Flow Control Calculations (to be included in the Drainage Report)
- Climate Change modeling (1 round) and memo (1 submittal)
- Right-of-Way and Easement needs exhibit
- Request for additional topographic survey
- Map/exhibit of geotechnical exploration needs
- Environmental documentation and permitting support (assume 8 hours)

8.10 Pipe Conveyance Calculations

The CONSULTANT will prepare storm pipe conveyance capacity calculations for pipe segments within the road project in accordance with the Snohomish County EDDS Section 5-03 Conveyance Systems and 5-05 Conveyance Systems – Pipes and Snohomish County Code 30.63.A.740. Calculations will include flow capacity, velocity and hydraulic grade line for the pipe system.

Deliverables:

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

8.11 Gutter Flow Calculations

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

Deliverables:

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

8.12 Swamp Creek Culvert Replacement Hydraulic study and Culvert Design

The CONSULTANT will prepare a hydraulic study and design for the full replacement of the exiting Swamp Creek pipe arch culvert at the intersection of Admiralty Way and Ash Way. The culvert design will provide for fish passage, and it is assumed the existing culvert will be replaced entirely.

This task includes the following:

- Development of a HEC-RAS model from survey data provided by the AGENCY and available LiDAR data provided by the AGENCY
- Performing unsteady flow simulations of 10-, 25-, and 100-year events in HEC-RAS
- Determining water surface profiles for the existing and proposed culvert conditions
- Determining velocity and stream power in the downstream channel based on the HEC-RAS model
- Preparing a draft and final hydraulic technical memorandum documenting model development and results
- Sizing the proposed culvert based on the Washington Department of Fish and Wildlife (WDFW) 2013 Water

Crossing Design Guidelines

- Preparing a Culvert Basis of Design Memo documenting the bankfull width measurements and the rationale for the fish passage design method
- Streambed material gradation and calculations
- Conceptual layout of habitat improvement (woody debris, etc.) for a distance of 50' upstream and downstream of the culvert

Assumptions:

- This task is for hydraulic design of the culvert replacement and does not include structural or landscape design.
- The AGENCY will provide flows in Swamp Creek based on an HSPF model developed by the AGENCY
- The CONSULTANT will determine additional topographic survey needs for the culvert. The topographic survey will be completed by the AGENCY.

Deliverables:

- Draft and Final Hydraulic Technical Memorandum
- Culvert Basis of Design Memorandum
- Supporting documentation for HPA permit

8.13 Drainage Report

The CONSULTANT will assemble a draft (60%) Drainage Report. The drainage report will include a written assessment and summary of the surface water design features on the project, summary of tables, Site Assessment Maps, Offsite Analysis, Change in Land Use Maps, Stormwater Quality Treatment Calculations, Stormwater Flow Control Calculations, Pipe Conveyance Calculations, Gutter Flow Calculations, Culvert Design Calculations, and supporting exhibits.

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

Deliverables:

- Draft Hydraulic Report at pre-60% Design (three (3) hard copies, comb bound)
- Finalized Hydraulic Report at 60% Design (three (3) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats)

Task 9 – Swamp Creek Culvert Replacement Design

The Swamp Creek pipe arch culvert at the intersection of Admiralty Way and Ash Way design will provide for fish passage, and it is assumed the existing culvert will be replaced entirely. The culvert design shall comply with WAC 220-110-070.

The CONSULTANT will evaluate two (2) culvert replacement concepts. The culvert may need to be constructed in stages to maintain traffic during construction, but it will be evaluated with inputs from the AGENCY and other team members. The COUNSULTANT will meet with the AGENCY to discuss culvert options before proceeding with preliminary evaluation. As a result of this Preliminary Evaluation, the two (2) Culvert Replacement Alternatives will be evaluated with regard to the proposed length, width, orientation, constructability, and cost.

Deliverables:

- Tech Memo Summarizing Evaluation of two (2) Culvert Types
- Preliminary Culvert Plans (Plan, Elevation and Typical Section) of Preferred Culvert Alternative

Task 10 – Curb Ramp Type and Location Analysis

The widening and resurfacing of the pavement along Ash Way will necessitate the replacement of existing curb ramps, and the addition of new curb ramps at locations required to meet ADA accessibility guidelines, as required by Section 35.151 (e) of the Title II ADA regulation.

This task will include the determination of type and location of up to 70 curb ramps between 18th Avenue West and

Gibson Road. This number of curb ramps assumes that all the existing ramps are non-compliant.

The CONSULTANT will facilitate an over the shoulder review meeting to review all ADA ramps; meeting purpose will be to discuss the needs of the AGENCY and determine ramp types and locations. A preliminary roll plot will be utilized at the meeting to discuss the ADA ramps.

This task includes:

- Identification of type and location for each curb ramp (assume 70).
- Attendance of up to two (2) coordination meetings with the AGENCY regarding curb ramp type and location.

Assumptions:

- Existing survey, additional survey for recently built curb ramps, and any available as-built drawings will be provided by AGENCY.
- The entire width of existing and new roadway will be overlaid for this project, which triggers the need to upgrade all existing ramps.
- Coordination meetings will take place at AGENCY offices. Two (2) people from the CONSULTANT will attend.

Deliverables:

- Up to 70 curb ramp type and locations to be included on the 60% roadway plans.
- Meeting notes summarizing discussions and noting action items (Up to two (2) sets of meeting notes).

Task 11 – 60% Plan Preparation, Specification List and Opinion of Cost

This task includes updates to the roadway and roundabout design including the horizontal and vertical alignment, curb, curb and gutter, planter strip and sidewalk layout, bus stops, mailbox relocations, wall design, driveway and side street designs, and preparation of draft 60% submittal. This task also includes an over-the-shoulder review by the AGENCY design team of 3 (three) staff and incorporation of AGENCY comments from the over the shoulder review.

Assumptions:

- The budget for this task includes up to two (2) updates to the vertical alignment for updates to the drainage, driveway, or curb ramp design or changes resulting from right-of-way negotiations.
- The budget for this task assumes wall types will NOT require structural engineering or calculations.
- The pavement section(s) will be provided by the AGENCY in its preliminary design geotechnical recommendations for the 60% submittal. If the draft geotechnical report significantly changes the pavement section(s) the change will be addressed after the 60% submittal.
- If critical design elements such as vertical or horizontal curve lengths or driveway profiles are discovered to deviate from AGENCY EDDS, it is assumed the AGENCY will obtain approval for any deviations.
- Design submittals will use AGENCY CAD standards and templates.

11.1 Channelization Plan for Approval

The CONSULTANT will prepare Channelization Plans for Approval for the preferred alternative. Channelization plans will include the following:

- Location of curbs, gutter, sidewalks (no curve data information)
- Location of pavement markings (defined by stations and offsets)
- Probable retaining wall locations based on preliminary Civil 3D evaluation of vertical edge conditions
- Typical roadway sections

Assumptions:

- Channelization Plans for Approval will not include signing, drainage, paving details, curb return data, and wall types/details.

Deliverables:

- Draft and Final Channelization Plan for Approval (50 scale)

11.2 60% Plans and Estimate

The CONSULTANT will prepare 60% level plans in accordance with the Design Report submittal. Plans will include details for the roadway widening, roundabouts, sidewalk, intersection grading (flowline slope information ONLY), retaining wall locations, retaining wall typical details, storm drainage, detention, water quality, channelization, and signing.

No less than 3 weeks prior to 60% submittal an over-the-shoulder review meeting will be held. The meeting will include a team of three AGENCY staff and CONSULTANT discipline leads. Comments generated in this meeting will be distributed for confirmation of attendees within 2 days of the meeting date; confirmation of comments will be provided by the AGENCY within a week of receipt. 60% plan submittal will reflect responses to comments generated in the over-the-shoulder meeting.

60% Plans:

It is anticipated that the 60% plans will consist of the following sheets (Approximately 535 Sheets):

- Cover Sheet w/ Vicinity Map and Index (1)
- Summary of Quantities (Provided by the AGENCY) (6)
- Survey Control Sheets (Provided by the AGENCY) (44)
- Legend, Abbreviations and General Notes (1)
- Temporary Erosion and Sediment Control Plans (40)
- Site Preparation Plans (44)
- Typical Roadway Sections (6)
- Miscellaneous Roadway Details (5)
- Roadway Plans (44)
- Roadway Profiles (44)
- Drainage Plans (44)
- Drainage Profiles (44)
- Drainage Details (6)
- Culvert Plan and Profile (4)
- Roundabout Profiles (7)
- Roundabout Details (2)
- Roundabout Grading Sheets (7)
- Retaining Wall Profiles (10)
- Retaining Wall Details (2)
- Side Street Profiles (10)
- Driveway Profiles (30)
- Driveway Details (2)
- Curb Ramp Plans 70 (35)
- Intersection Grading Plans (12)
- Channelization Plans (30)
- RRFB Details (1)

60% Specifications:

The CONSULTANT will provide a list of anticipated Special Provisions.

60% Opinion of Costs:

The CONSULTANT will calculate 60% level quantities and opinion of construction costs based upon the approved 60% plans and unit bid prices provided by the AGENCY. The cost will be calculated as one (1) control group.

Assumptions:

- Lighting and signing will not be included in the 60% plans
- Driveway profiles will be provided for driveways with a driveway profile greater than 7%. It is assumed that driveway profiles will be provided for 60 driveways along the corridor.
- 148th extension will be a three lane section with bicycle lanes, planter strips and sidewalks. Intersection with Madison will be stop controlled. Full intersection improvements for Madison and 148th are not included in this scope.
- Channelization Plans for Approval will be utilized for the channelization plans in the 60% design. No revision of scale is required.
- The AGENCY will perform an over-the-shoulder review of the 60% design package. The review comments from this over-the-shoulder review of the design package will be incorporated as a part of the 60% plans, which will then be submitted for a full review by the AGENCY and stakeholders.
- Any comments resulting from the 60% review will be addressed as a part of the development of 90% plans (as a part of a future phase of work.)
- In providing opinions of cost and schedules for the Project, the CONSULTANT has no control over cost or price of labor and materials; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the CONSULTANT makes no warranty that the AGENCY's actual Project costs or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

Deliverables:

- One (1) half-size 60% plan set.
- One (1) electronic copy of the 60% plan set in PDF format.
- Alignment cross sections at 25 foot intervals (1 half sized plan sheet set, and electronic PDF)
- Electronic copy of the 60% opinion of cost submitted in PDF format and quantity calculation spreadsheet.
- Electronic copy of the list of anticipated Special Provisions submitted in PDF format and word document.

Task 12 – Roundabout Design

The conceptual roundabout layouts and design vehicle were defined in the Design Report. Single lane roundabouts are proposed at three (3) intersections along the Ash Way corridor including: Ash Way and 148th Street SW, Ash Way and 134th Street SW, and Admiralty Way. The CONSULTANT will revise the conceptual roundabout layouts to include revisions of the roadway sections and bring the roundabout design to 60%.

Once the 60% roundabout designs have been refined the CONSULTANT will prepare a Design Memorandum documenting the roundabout geometric data and truck turning figures (wheel paths) for each leg of the intersections.

The Design Memorandum will include a table summarizing the following geometric data:

- Approach design speeds for all approach legs
- Approach alignment offsets and deflection angles for all approach legs
- Design vehicle used for each leg
- Inscribed diameter for each roundabout
- Central island diameter for each roundabout
- Truck apron widths
- AutoTurn paths showing design vehicle for each leg of the roundabout

Assumptions:

- No modifications will be made to the existing roundabout at the intersection of Ash Way and 18th Avenue W.
- Single lane roundabouts will be designed for the 3 intersections along the Ash Way corridor including: Ash Way and 148th Street SW, Ash Way and 134th Street SW, and Admiralty Way.

Deliverables:

- Draft and Final Roundabout Design Memorandum

Task 13 — Project File Management and Electronic Exchange of Engineering and Other Data

The CONSULTANT will submit in-progress working electronic base files, using AGENCY standards, for the AGENCY's use, as requested by the AGENCY throughout the project duration up to four (4) submittals. The AGENCY accepts the risk of using in-progress working basemap files. Files are unchecked and not for construction.

The CONSULTANT will submit 60% level electronic base files and Civil 3D files at the conclusion of the 60% design phase.

Time of Completion

The CONSULTANT will not begin work under the terms of this AGREEMENT until authorized in writing by the AGENCY. Work under this AGREEMENT will be completed within 16 months from the authorization to proceed.

Items to Be Furnished by the AGENCY

- An updated electronic basemap file for the existing conditions using Civil3D with field survey data, DTM surface, and support files suitable for external referencing into design files.
- All available "As-Built" and design information pertaining to recent development and roadway improvements along Ash Way within the project limits.
- Civil3D files containing field survey data, DTM surface and support files suitable for external referencing into design files for each additional survey completed.
- Drafting standards. Standards include AutoCAD layer/line-type/symbol conventions, font specifications, title blocks, line weights; plot setups, AutoCAD project file naming conventions, and survey collector codes.
- State and AGENCY general special provisions including current amendments, summary of quantities spreadsheet, standard item table and boiler plate requirements.
- Geotechnical information to support the design development of Ash Way, as defined herein.
- All required environmental documentation and permitting.
- Summary of Quantities and Survey Control Plan.
- Copy of existing traffic forecasting information.
- AGENCY SWM drainage complaint documentation.
- Slopes and widths for all existing curb ramps in the form of a design matrix and as-built plans.

Design Criteria

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

Measurements will be in English units. Electronic documents will be in AutoCAD version 2018 and Microsoft Office 2010.

1. Snohomish County, "Engineering Design and Development Standards", 2017 Edition.
2. Snohomish County Title 30.
3. Snohomish County Drainage Manual, 2016 Edition (project vested)
4. Department of Ecology (DOE) 2012 Low Impact Design Manual
5. Washington State Department of Ecology, "Stormwater Management Manual for Western Washington", 2005.
6. Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction", 2016.
7. Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction (M 21-01)", 2016.
8. Washington State Department of Transportation, "Design Manual", July 2017
9. Washington State Department of Transportation, "Highway Runoff Manual (M 31-16)", 2011 Edition.
10. Washington State Department of Transportation, "Hydraulics Manual (M 23-03)".
11. Washington State Department of Transportation, "Materials Laboratory Outline".
12. Washington State Department of Transportation, "Construction Manual".
13. Washington State Department of Transportation, "Local Agency Guidelines".
14. Highway Research Board's Manual entitled "Highway Capacity".

15. FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways".
16. PROWAG, 2005
17. AASHTO 2011, "A Policy of Geometric Design of Highways and Streets."
18. HCHRP Report 672 Roundabouts - An Informational Guide.

Additional Services

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

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

Project Deliverables

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

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

Exhibit B
DBE Participation/SBE Plan

No Requirement.

Preparation and Delivery of Electronic Engineering and Other Data

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

30% DESIGN SUBMITTAL

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

60% DESIGN SUBMITTAL

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

90% DESIGN SUBMITTAL

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

FINAL DESIGN SUBMITTAL – including CONSULTANT Stamp and Signature

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

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Three (3) Copies	Final Full Drainage Report (1 bound, 1 unbound and 1 PDF)
One (1) Copy	Final Special Provisions: General and project specific (Office/Word 2007 format via email attachment), each special provision shall be provided as a separate file, individually named, and sent to the AGENCY via email attachment (See "Specification Development" section below)
One (1) Copy	Summary of Quantities, marked up by hand (See "Specification Development" section below)
One (1) Copy	Comment Response (Word format)

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

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

STANDARD AGENCY ENGINEERING GRAPHICS PAPER SIZES

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

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

SPECIFICATION DEVELOPMENT

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

The Consultant Specification Development Matrix may be downloaded at:

http://www1.co.snohomish.wa.us/Departments/Public_Works/Services/Roads/ located under "Doing Business with Public Works".

CADD STANDARDS AND AUTODESK SOFTWARE

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

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

RECORD DRAWING SUBMITTAL

The AGENCY's required Record Drawing Media Standards are outlined in Chapter 10 of the Snohomish County Engineering Design and Development Standards (EDDS). Please refer to the EDDS and use these standards when providing Record Drawings to the AGENCY. These standards may change during the life of this AGREEMENT. The CONSULTANT shall be responsible to utilize the most current version of the EDDS when Record Drawings are required.

Engineering Design and Development Standards may be downloaded at:

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

Exhibit D

Prime Consultant Cost Computations

Classification - Jacobs	Hours	x	Rate	=	Cost
Project Manager 4	37		\$ 183.86		\$ 6,803
Project Manager 2 Jeannette DeLay	1,038		\$ 193.68		\$ 201,040
Project Manager 4 Kevin Kim	14		\$ 251.72		\$ 3,524
Civil Engr 4	376		\$ 146.88		\$ 55,227
Civil Engr 3	1,559		\$ 139.63		\$ 217,683
Civil Engr 2	1,751		\$ 84.45		\$ 147,872
Structural Engr 6	62		\$ 183.37		\$ 11,369
Structural Engr 1	321		\$ 103.92		\$ 33,358
CADD Design 4 Elizabeth Goller	1,274		\$ 125.16		\$ 159,454
Contract Admin	24		\$ 113.30		\$ 2,719
Project Admin. Assistant	69		\$ 72.49		\$ 5,002
Subtotal	6,525				\$ 844,051

Escalation 4% \$ 25,322

Total Labor \$ 869,372

Direct Non-Salary Costs				Cost
Mileage	900	Miles @	\$ 0.545	\$ 490.50
Misc(courier, postage, phone, etc.)	1	@	\$ 500.00	\$ 500.00
Parking	25	@	\$ 15.00	\$ 375.00
Direct Non-Salary Costs Total				\$ 1,366

Subtotal \$ 870,738

Subconsultant

CM Design				\$ 244,930
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Subconsultant Costs Total \$ 244,930

Jacobs Engineering Group Inc. TOTAL				\$ 1,115,668
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Jacobs

Includes Esc on Direct Labor

Escalation is applied for 01/01/2019-12/31/2019

Salary Escalation

Assumed:

16 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (4 Months/16 Months)	25%
(Escalated in Months/Total Months) (12 Months/16 Months)	75%

Total 100%

Salary Rate Increases:

(First Portion of work)	\$ 844,051	x	25%	x	0.0%	\$ -
(Second Portion of work)	\$ 844,051	x	75%	x	4.0%	\$ 25,322
Reflected in Above Total						\$ 25,322

Jacobs Engineering Group Inc. - Hours by Firm Summary			
Task No.	Lead	Task Description	
			Jacobs CM Design Total Hours
1.0	Project Management and Coordination		913 190 1,103
1.1		Project Administration (Assume 16 month contract)	500 80 580
1.2		Project Coordination Meetings (Assume 21 meetings)	273 104 377
1.3		Project Work Plan	28 28
1.4		Project Schedule with monthly update (16)	96 96
1.5		Quality Assurance	16 6 22
2.0	Survey and Basemapping Coordination		28 28
		List of additional survey requirements	28 28
3.0	Right-of-Way Assistance and Coordination		88 88
		CADD file with proposed RoW and easement line work	64 64
		Right-of-way coordination meetings (Assume 2 meetings)	24 24
4.0	Environmental and Public Involvement Support		49 49
4.1	Support for Environmental Documentation and Permit Requirements		
		Technical data limited to earthwork quantities, amount of existing and new impervious surface	11 11
		Review of draft environmental document	24 24
4.2	Assistance in Public Involvement		
		Review comments on 1 newsletter	6 6
		Review comments on 1 web page updates	8 8
5.0	Agency Coordination		303 303
		Prepare mailbox relocation plans (Assumes 30 sheets)	168 168
		Prepare bus stop relocation plans (Assumes 5 sheets)	39 39
		Agency coordination meeting including meeting minutes (Assume 2 meetings)	40 40
		Prepare responses to County comments on the mailbox relocation plan	28 28
		Prepare responses to County comments on the bus stop relocation plan	28 28
6.0	Geotechnical Coordination		28 28
		Prepare plans showing proposed wall, signal pole and stormwater facility locations	28 28
7.0	Utility Coordination		298 298
7.1	Utility Coordination		
		Research available as-built record drawings from utilities provided by one-call	82 82
		Site visit to confirm and/or add additional utilities	34 34
		Identify existing utility discrepancies between as-built and basemaps	58 58
		Marked up base maps with information from utility franchises and site assessment	50 50
		Utility coordination meeting including agenda and meeting minutes (1 meeting)	26 26
		Utility conflict EXCEL spreadsheet (Original and 4 updates)	34 34
		Transmit 60% plan set to utility companies	8 8
		Transmit 60% CADD files to Utility companies for relocation design	6 6
8.0	Storm Drainage Design		1,164 1,164
8.1		Design Criteria	
8.2		Site Assessment & Mapping	
		Review/Verify TDAs	24 24
		Downstream discharge flow paths	22 22
8.3		Existing water wells and drain fields	26 26
8.4		Offsite Analysis	132 132
8.5		Change in Land Use Area Maps	
		Existing Impervious Area Maps	28 28
		Proposed Impervious Area Maps	52 52
		Impervious Surface Tables	28 28
8.8		Stormwater Quality Treatment	
		Calculations	124 124
		Determine additional Topo Survey Needs	8 8
		Determination of RoW & Easement Needs	22 22
		Geotechnical Coordination - Storm Facility Feasibility	14 14
		Environmental Documentation & Permit Support	28 28
8.9		Stormwater Flow Control	
		Calculations	152 152
		Determine additional Topo Survey Needs	4 4
		Determination of RoW & Easement Needs	24 24
		Geotechnical Coordination - Storm Facility Feasibility	14 14
		Environmental Documentation & Permit Support	28 28

Jacobs Engineering Group Inc. - Hours by Firm Summary					
Task No.	Lead	Task Description	Jacobs	CM Design	Total Hours
8.10	Pipe Conveyance Calcs			82	82
8.11	Gutter Flow Calcs			50	50
8.12	Swamp Creek Culvert Replacement Hydraulic Calculations				
		Develop HEC-RAS model		30	30
		Perform HEC-RAS simulations		20	20
		Prepare draft memo for HEC-RAS modeling		30	30
		Prepare final memo for HEC-RAS modeling		20	20
		Size culvert		10	10
		Perpare Culvert Basis of Design Memo		22	22
		Calculations		20	20
		Conceptual Layout of habitat improvements		46	46
8.13	Storm Drainage Report				
		Update technical memo documentation (Draft)		52	52
		Update technical memo documentation (Final)		52	52
9.0	Swamp Creek Culvert Replacement Design		172		172
		Alternative Evaluation of Two (2) Culvert Types	82		82
		Preparing Technical Memo	18		18
		Preparing 30% Plans (Assume 2 sheets)	58		58
		Preparing 30% Cost Estimate for Culvert Replacement	14		14
10.0	Curb Ramp Type and Location		210		210
		Determine ramp type and location (assume 70 ramps)	180		180
		Coordination meeting regarding curb ramp type and location (up to 2 meetings)	30		30
11.0	60% Plan Preparation, Specification List and Opinion of Cost		4,214	1,024	5,238
		Create vertical alignment	20		20
		Model roadway improvements	36		36
		Intersection Grading (Assume 11 intersections)	98		98
		Refine vertical alignment (assume up to 2 updates)	40		40
		Evaluate edge conditions	28		28
11	Channelization Plan (Assumes 30 sheets)				
		Draft Channelization Plans	306		306
		Final Channelization Plans	98		98
11	60% Plans and Estimate				
		Project file setup	36		36
		Cover sheet with vicinity map and index	8		8
		Legend, abbreviations and general notes	10		10
		Temporary erosion and sediment control plans (Assume 40 sheets)	168		168
		Site preparation plans (Assume 44 sheets)	303		303
		Typical roadway sections (Assume 6 sheets)	54		54
		Miscellaneous roadway details (up to 5 sheets)	56		56
		Roadway plans (Assume 44 sheets)	364		364
		Roadway profiles (Assume 44 sheets)	284		284
		Drainage plans (Subconsultant)	90	348	438
		Drainage profiles (Subconsultant)	90	300	390
		Drainage details (Subconsultant)	30	268	298
		Culvert Plan and Profile (4)	68		68
		Roundabout profiles (7)	201		201
		Roundabout details (2)	72		72
		Roundabout grading sheets (7)	176		176
		Retaining wall profiles	134		134
		Retaining wall details	94		94
		Side street profiles (Assume 10 side streets)	130		130
		Driveway profiles (Approx. 60 driveways 30 sheets)	392		392
		Driveway details (Assume 2 sheets)	81		81
		Intersection Grading Plans (12 intersections, 12 sheets)	100		100
		Channelization (Assume 30 sheets)	105		105
		RRFB Detail	16		16
		Alignment Cross Section Plan Set	108		108
		Special provisions list	20	8	28
		Calculate 60% bid quantities	162	100	262

Jacobs Engineering Group Inc. - Hours by Firm Summary			
Task No.	Lead	Task Description	
			Jacobs CM Design Total Hours
		Prepare 60% estimate of probable construction cost	70 70
		Over the shoulder 60% plan set review and response	98 98
		Submit 60% plan set	68 68
12.0		Roundabout Design (Assume 4 single lane roundabouts)	186 186
		Auto Turn Figures	55 55
		Fastest Path Figures and Calculations	55 55
		Roundabout Design Memorandum Draft	48 48
		Roundabout Design Memorandum Final	28 28
13.0		Project File Management and Electronic Exchange of Engineering and Other Data	36 36
		Project Closeout / Electronic File Transfer	36 36
Hours Totals			6,525 2,378 8,903
Labor Estimate			\$ 844,051 \$ 237,356 \$ 1,081,407
Direct Expenses			\$ 1,366 \$ 454 \$ 1,819
Escalation			\$ 25,322 \$ 7,121 \$ 32,442
Total			\$ 870,738 \$ 244,930 \$ 1,115,668

Jacobs Engineering Group Inc.		\$ 183.86	\$ 193.68	\$ 251.72	\$ 146.88	\$ 139.63	\$ 84.45	\$ 183.37	\$ 103.92	\$ 125.16	\$ 113.30	\$ 72.49	Mult	1.0000
Task No.	Task Description	Project Manager 4	Project Manager 2 Jeannette DeLay	Project Manager 4 Kevin Kim	Civil Engr 4	Civil Engr 3	Civil Engr 2	Structural Engr 6	Structural Engr 1	CADD Design 4 Elizabeth Goller	Contract Admin	Project Admin. Assistant	Total Hours	Labor Costs inc. OH & Fee
1.0	Project Management and Coordination	16	580			156	84					16	61	913 \$ 150,387
1.1	Project Administration (Assume 16 month contract)		448								16	36	500	\$ 91,191
1.2	Project Coordination Meetings (Assume 21 meetings)		84			84	84					21	273	\$ 36,614
1.3	Project Work Plan		16			8						4	28	\$ 4,506
1.4	Project Schedule with monthly update (16)		32			64							96	\$ 15,134
1.5	Quality Assurance	16											16	\$ 2,942
														\$ -
2.0	Survey and Basemapping Coordination		4			8				16			28	\$ 3,894
	List of additional survey requirements		4			8				16			28	\$ 3,894
														\$ -
3.0	Right-of-Way Assistance and Coordination		16			40				32			88	\$ 12,689
	CADD file with proposed RoW and easement line work		8			24				32			64	\$ 8,906
	Right-of-way coordination meetings (Assume 2 meetings)		8			16							24	\$ 3,784
														\$ -
4.0	Environmental and Public Involvement Support		25			16				8			49	\$ 8,077
	Support for Environmental Documentation and Permit Requirements													\$ -
4.1	Technical data limited to earthwork quantities, amount of existing and new impervious surfaces and flow control/water quality information		1			2				8			11	\$ 1,474
	Review of draft environmental document		16			8							24	\$ 4,216
														\$ -
4.2	Assistance in Public Involvement													\$ -
	Review comments on 1 newsletter		4			2							6	\$ 1,054
	Review comments on 1 web page updates		4			4							8	\$ 1,333
														\$ -
5.0	Agency Coordination		28			82	123			70			303	\$ 36,021
	Prepare mailbox relocation plans (Assumes 30 sheets)		8			40	60			60			168	\$ 19,711
	Prepare bus stop relocation plans (Assumes 5 sheets)		4			10	15			10			39	\$ 4,689
	Agency coordination meeting including meeting minutes (Assume 2)		8			16	16						40	\$ 5,135
	Prepare responses to County comments on the mailbox relocation plan		4			8	16						28	\$ 3,243
	Prepare responses to County comments on the bus stop relocation plan		4			8	16						28	\$ 3,243
														\$ -
6.0	Geotechnical Coordination		4			8	16						28	\$ 3,243
	Prepare plans showing proposed wall, signal pole and stormwater facility locations		4			8	16						28	\$ 3,243
														\$ -
7.0	Utility Coordination		20		164	10	104						298	\$ 38,141
7.1	Utility Coordination													\$ -
	Research available as-built record drawings from utilities		2			40	40						82	\$ 9,641
	Site visit to confirm and/or add additional utilities		2			16	16						34	\$ 4,089
	Identify existing utility discrepancies between as-built and basemaps		2			40	16						58	\$ 7,614
	Marked up base maps w/info from utility franchises and site assessment		2			24	24						50	\$ 5,939
	Utility coordination meeting including agenda and meeting minutes (1)		6			10	10						26	\$ 4,027
	Utility conflict EXCEL spreadsheet (Original and 4 updates)		2			24	8						34	\$ 4,588
	Transmit 60% plan set to utility companies		2			6							8	\$ 1,269
	Transmit 60% CADD files to utility companies for relocation design		2			4							6	\$ 975
														\$ -
8.0	Storm Drainage Design													\$ -
														\$ -
														\$ -
9.0	Swamp Creek Culvert Replacement Design			10				46	92	24			172	\$ 23,517
	Alternative Evaluation of Two (2) Culvert Types			4				30	48				82	\$ 11,496
	Preparing Technical Memo			2				4	12				18	\$ 2,484
	Preparing 30% Plans (Assume 2 sheets)			2				3	24	24			58	\$ 7,468
	Preparing 30% Cost Estimate for Culvert Replacement			2				4	8				14	\$ 2,068
														\$ -
10.0	Curb Ramp Type and Location		10			34	150			16			210	\$ 21,354
	Determine ramp type and location-(assume 70 ramps)					24	140			16			180	\$ 17,177
	Coordination meeting regarding curb ramp type and location (up to 2)		10			10	10						30	\$ 4,178
														\$ -
11.0	60% Plan Preparation, Specification List and Opinion of Cost	21	321	4	212	1,097	1,208	16	229	1,108			4,214	\$ 518,607
	Create vertical alignment		4			16							20	\$ 3,009
	Model roadway improvements		4			32							36	\$ 5,243
	Intersection Grading (Assume 11 intersections)		10			44	44						98	\$ 11,796
	Refine vertical alignment (assume up to 2 updates)		8			32							40	\$ 6,018
	Evaluate edge conditions		4			24							28	\$ 4,126
														\$ -
11.1	Channelization Plan (Assumes 30 sheets)													\$ -
	Draft Channelization Plans	2	24			100	100			80			306	\$ 37,437
	Final Channelization Plans	2	16			40	20			20			98	\$ 13,244
														\$ -
11.2	60% Plans and Estimate													\$ -
	Project file setup				4	4	4			24			36	\$ 4,488
	Cover sheet with vicinity map and index					2	2			4			8	\$ 949
	Legend, abbreviations and general notes					2	4			4			10	\$ 1,118
	Temporary erosion and sediment control plans (Assume 40 sheets)		8			40	60			60			168	\$ 19,711
	Site preparation plans (Assume 44 sheets)		18			65	110			110			303	\$ 35,619
	Typical roadway sections (Assume 6 sheets)					6	24			24			54	\$ 5,868
	Miscellaneous roadway details (up to 5 sheets)					8	24			24			56	\$ 6,148
	Roadway plans (Assume 44 sheets)	2	10		44	44	132			132			364	\$ 42,579
	Roadway profiles (Assume 44 sheets)	3	17			88	88			88			284	\$ 34,577
	Drainage plans (Subconsultant)		2		44					44			90	\$ 12,357
	Drainage profiles (Subconsultant)		2		44					44			90	\$ 12,357
	Drainage details (Subconsultant)		2		20					8			30	\$ 4,326
	Culvert Plan and Profile (4)			4					32	32			68	\$ 8,337
	Roundabout profiles (7)		21			70	70			40			201	\$ 24,759
	Roundabout details (2)		8			16	24			24			72	\$ 8,814
	Roundabout grading sheets (7)		28			70	70			8			176	\$ 22,110
	Retaining wall profiles	2	8			4	20			40	60		134	\$ 15,831
	Retaining wall details	2	8			4				40	40		94	\$ 11,639
	Side street profiles (Assume 10 side streets)		10			20	40			40	20		130	\$ 14,767
	Driveway profiles (Approx. 60 driveways 30 sheets)	2	30			120	120			120			392	\$ 48,087
	Driveway details (Assume 2 sheets)						40			41			81	\$ 7,639
	Intersection Grading Plans (12 intersections, 12 sheets)		16			28	28			28			100	\$ 12,878
	Channelization (Assume 30 sheets)		15			30	30			30			105	\$ 13,382
	RRFB Detail						8			8			16	\$ 1,677

Jacobs Engineering Group Inc.		\$ 183.86	\$ 193.68	\$ 251.72	\$ 146.88	\$ 139.63	\$ 84.45	\$183.37	\$103.92	\$125.16	\$113.30	\$ 72.49	Mult	1.0000
Task No.	Task Description	Project Manager 4	Project Manager 2 Jeannette DeLay	Project Manager 4 Kevin Kim	Civil Engr 4	Civil Engr 3	Civil Engr 2	Structural Engr 6	Structural Engr 1	CADD Design 4 Elizabeth Goller	Contract Admin	Project Admin. Assistant	Total Hours	Labor Costs inc. OH & Fee
	Alignment Cross Section Plan Set		8			60	40						108	\$ 13,305
	Special provisions list		4			16							20	\$ 3,009
	Calculate 60% bid quantities	2	16		24	40	56	8	16				162	\$ 20,436
	Prepare 60% estimate of probable construction cost	2	8		8	24	16	4	8				70	\$ 9,359
	Over the shoulder 60% plan set review and response	2	8		16	32	16	4	4	16			98	\$ 13,238
	Submit 60% plan set		4		8	16	16		8	16			68	\$ 8,369
12.0	Roundabout Design (Assume 4 single lane roundabouts)		22			104	60						198	\$ 23,849
	Auto Turn Figures		5			20	30						55	\$ 6,295
	Fastest Path Figures and Calculations		5			20	30						55	\$ 6,295
	Roundabout Design Memorandum Draft		8			40							48	\$ 7,135
	Roundabout Design Memorandum Final		4			24							28	\$ 4,126
														\$ -
13.0	Project File Management and Electronic Exchange of Engineering and Other Data		8			4	8				8	8	36	\$ 4,270
	Project Closeout / Electronic File Transfer		8			4	8				8	8	36	\$ 4,270
														\$ -
Hours Totals		37	1,038	14	376	1,559	1,751	62	321	1,274	24	69	6,525	\$ 844,051

Fee Schedule

Consultant: Jacobs Engineering Group

Position Classification	Direct Salary Rate	ICR @114.22%	Profit @27.40%	Max Rate Per Hour
Project Manager 4, Kevin Kim	\$104.18	\$118.99	\$28.55	\$251.72
Project Manager 4	\$76.09	\$86.92	\$20.85	\$183.86
Project Manager 3	\$73.92	\$84.43	\$20.25	\$178.60
Project Manager 2, Jeannette DeLay	\$80.16	\$91.56	\$21.96	\$193.68
Project Manager 2	\$71.74	\$81.95	\$19.66	\$173.35
Project Manager 1	\$69.57	\$79.47	\$19.06	\$168.10
Civil Engineer 4	\$66.00	\$75.39	\$18.08	\$159.47
Civil Engineer 3	\$58.00	\$66.25	\$15.89	\$140.14
Civil Engineer 2	\$51.00	\$58.25	\$13.97	\$123.23
Civil Engineer 1	\$45.00	\$51.40	\$12.33	\$108.73
Structural Engineer 6	\$76.09	\$86.92	\$20.85	\$183.86
Structural Engineer 5	\$71.74	\$81.95	\$19.66	\$173.35
Structural Engineer 4	\$66.00	\$75.39	\$18.08	\$159.47
Structural Engineer 3	\$58.00	\$66.25	\$15.89	\$140.14
Structural Engineer 2	\$51.00	\$58.25	\$13.97	\$123.23
Structural Engineer 1	\$45.00	\$51.40	\$12.33	\$108.73
CADD Design 5	\$51.45	\$58.77	\$14.10	\$124.32
CADD Design 4, Elizabeth Goller	\$51.80	\$59.17	\$14.19	\$125.16
CADD Design 4	\$41.31	\$47.18	\$11.32	\$99.81
Contract Administration	\$46.89	\$53.56	\$12.85	\$113.30
Senior Project Administrative Assistant	\$44.85	\$51.23	\$12.29	\$108.37
Project Administrative Assistant	\$35.48	\$40.53	\$9.72	\$85.73
Intern - Engineering	\$35.48	\$40.53	\$9.72	\$85.73
Environmental Planner 4	\$66.00	\$75.39	\$18.08	\$159.47
Biologist 5	\$71.74	\$81.95	\$19.66	\$173.35

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

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

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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

Agreement Number: CCF02-18



**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

April 26, 2018

Jacobs Engineering Group, Inc. - Buildings & Infrastructure Americas Design
1999 Bryan Street, Suite 1200
Dallas, TX 75201

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Ms. Kathy Blackmon:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of At-Office 114.22% of direct labor and At-Site 92.35% of direct labor based on the "Independent CPA Report," prepared by Cleary Government Services, LLC. 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
May 2 2018 7:14 AM

ccsign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Acceptance ICR CPA Report

Agreement Number: CCF02-18

Exhibit E

Sub-consultant Cost Computations

Classification - CM Design	Hours	x	Rate	=	Cost
Principal	326		\$ 178.05		\$ 58,044
Sr Proj Mgr	78		\$ 154.31		\$ 12,036
Eng 4	56		\$ 99.71		\$ 5,584
Eng 3	1,376		\$ 86.65		\$ 119,232
Eng 2	542		\$ 78.34		\$ 42,460
Subtotal	2,378				\$ 237,356

Annual Raises

Escalation 4% \$ 7,121

Total Labor \$ 244,477

Direct Non-Salary Costs				Cost	
Mileage	300	Miles @	\$ 0.545	\$	163.50
Misc(courier, postage, phone, etc.)	1	@	\$ 150.00	\$	150.00
Parking	8	@	\$ 15.00	\$	120.00
Reproduction	200	Page@	\$ 0.10	\$	20.00

Direct costs are paid based on actual expenses with no mark ups.

Receipts, logs, etc are required for reimbursement.

Direct Non-Salary Costs Total \$ 454

CM Design TOTAL	\$ 244,930
------------------------	-------------------

CM Design

Includes Esc on Direct Labor

Escalation is applied for 01/01/2019-12/31/2019

Salary Escalation

Assumed:

16 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (4 Months/16 Months)	25%
(Escalated in Months/Total Months) (12 Months/16 Months)	75%

Total 100%

Salary Rate Increases:

(First Portion of work)	\$ 237,356	x	25%	x	0.0%	\$	-
(Second Portion of work)	\$ 237,356	x	75%	x	4.0%	\$	7,121
Reflected in Above Total						\$	7,121

CM Design		\$178.05	\$ 154.31	\$ 99.71	\$ 86.65	\$ 78.34	Mult	1.00
Task No.	Task Description	Principal	Sr Proj Mgr	Eng 4	Eng 3	Eng 2	Total Hours	Labor Costs inc. OH & Fee
1.0	Project Management						190	\$ 29,461
1.1	Project Administration	80					80	\$ 14,244
1.2	Project Coordination Meetings	48	16			40	104	\$ 14,149
1.4	Quality Assurance Review	6					6	\$ 1,068
8.0	Storm Drainage Design						1,164	\$ 110,851
8.1	Design Criteria							\$ -
8.2	Site Assessment & Mapping							\$ -
	Review/Verify TDAs	2	2		20		24	\$ 2,398
	Downstream discharge flow paths	2			20		22	\$ 2,089
8.3	Existing water wells and drain fields	2			8	16	26	\$ 2,303
8.4	Offsite Analysis	8			100	24	132	\$ 11,970
8.5	Change in Land Use Area Maps							\$ -
	Existing Impervious Area Maps	2			10	16	28	\$ 2,476
	Proposed Impervious Area Maps	2			10	40	52	\$ 4,356
	Impervious Surface Tables	2			10	16	28	\$ 2,476
8.8	Stormwater Quality Treatment							\$ -
	Calculations	8			100	16	124	\$ 11,343
	Determine additional Topo Survey Needs				4	4	8	\$ 660
	Dermination of RoW & Easement Needs	4			6	12	22	\$ 2,172
	Geotechnical Coordination - Storm Facility Feasibility	2			4	8	14	\$ 1,329
	Environmental Documentation & Permit Support	4			24		28	\$ 2,792
8.9	Stormwater Flow Control							\$ -
	Calculations	12	4		120	16	152	\$ 14,405
	Determine additional Topo Survey Needs				4		4	\$ 347
	Dermination of RoW & Easement Needs	4			8	12	24	\$ 2,345
	Geotechnical Coordination - Storm Facility Feasibility	2			4	8	14	\$ 1,329
	Environmental Documentation & Permit Support	4			24		28	\$ 2,792
8.10	Pipe Conveyance Calcs	2			80		82	\$ 7,288
8.11	Gutter Flow Calcs	2			40	8	50	\$ 4,449
8.12	Swamp Creek Culvert Replacement Hydraulic Calculations							\$ -
	Develop HEC-RAS model	4	2		24		30	\$ 3,100
	Perform HEC-RAS simulations	4			16		20	\$ 2,099
	Prepare draft memo for HEC-RAS modeling	4	2		16	8	30	\$ 3,034
	Prepare final memo for HEC-RAS modeling	4			8	8	20	\$ 2,032
	Size culvert	2			8		10	\$ 1,049
	Perpare Culvert Basis of Design Memo	4			16	2	22	\$ 2,255
	Calculations	2	2		16		20	\$ 2,051
	Conceptual Layout of habitat improvements	4	2		24	16	46	\$ 4,354
8.13	Storm Drainage Report							\$ -
	Update technical memo documentation (Draft)	8	8		36		52	\$ 5,778
	Update technical memo documentation (Final)	8	8		36		52	\$ 5,778
								\$ -
								\$ -
								\$ -
10.0	PS&E Preparation						1,024	\$ 97,044
10.2	60% Plans and Estimate							\$ -
	Drainage Plans	24	8	16	220	80	348	\$ 32,433
	Drainage Profiles	16	8	16	180	80	300	\$ 27,543
	Drainage Details	24	8	16	180	40	268	\$ 25,834
	Specifications	8					8	\$ 1,424
	Cost Estimate	12	8	8		72	100	\$ 9,809
								\$ -
		326.00	78.00	56.00	1376.00	542.00	2378.00	\$ 237,356

Fee Schedule

Subconsultant: CM Design Group, LLC

Position Classification	Direct Salary Rate	ICR @110.00%	Profit @27.40%	Max Rate Per Hour
Principal	\$80.00	\$88.00	\$21.92	\$189.92
Sr Project Manager	\$68.00	\$74.80	\$18.63	\$161.43
Project Manager	\$58.00	\$63.80	\$15.89	\$137.69
Engineer 4	\$48.00	\$52.80	\$13.15	\$113.95
Engineer 3	\$40.00	\$44.00	\$10.96	\$94.96
Engineer 2	\$35.00	\$38.50	\$9.59	\$83.09
Engineer 1	\$31.50	\$34.65	\$8.63	\$74.78
Sr CAD Drafter	\$28.00	\$30.80	\$7.67	\$66.47
CAD Drafter	\$25.00	\$27.50	\$6.85	\$59.35
Accounting Support	\$30.00	\$33.00	\$8.22	\$71.22
Administrative Support	\$26.00	\$28.60	\$7.12	\$61.72

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 AGENCY.

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

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

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

Agreement Number: CCF02-18



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

March 7, 2018

Catherine Mirkin, Principal
CM Design Group, LLC
1318 East Pike St
Seattle, WA 98122-4020

Re: CM Design Group, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Mirkin:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for CM Design Group, LLC in October 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. CM Design Group opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate.

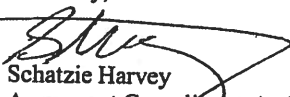
Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for CM Design Group.

CM Design Group has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to June 30, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,


Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Agreement Number: CCF02-18

Exhibit F

Title VI Assurances

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

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

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

Agreement Number: CCF02-18

Exhibit G

Certification Documents

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

Agreement Number: CCF02-18

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of Jacobs Engineering Group Inc., whose address is 1100 112th Ave NE, Suite 500, Bellevue, WA 98004, and that neither the above firm nor I have:

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

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

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/23/18

Date

Agreement Number: CCF02-18

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

I hereby certify that I am the:

- ☐ Snohomish County Executive
☐ Executive Director

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

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

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



Signature **KEN KLEIN**
Executive Director



Date

COUNCIL USE ONLY	
Approved:	<u>9.26.18</u>
Docfile:	<u>D-6</u>

Agreement Number: CCF02-18

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

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

8/23/18

Date

Agreement Number: CCF02-18

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

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

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

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

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

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

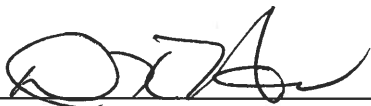
Agreement Number: CCF02-18

Exhibit G-4 Certificate of Current Cost or Pricing Data

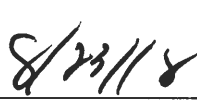
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of RFQ-13-15DW* are accurate, complete, and current as of 7/31/2018**

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: Jacobs Engineering Group Inc.



Signature



Title

Date of Execution***: _____

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

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Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

Agreement Number: CCF02-18

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit K

Sample Consultant Documents

EXHIBIT K-2 Consultant Invoice (sample)

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

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

TASK 1 - Project Management

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

TASK 2 - Design

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

REIMBURSABLES:

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

Agreement Number: CCF02-18

EXHIBIT K-3
Consultant Progress Report (sample)

PROJECT PROGRESS REPORT No. 1

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

TASKS ACCOMPLISHED:

Tasks Accomplished by XYZ Company:

- Participated in a project coordination meeting at County offices on 12/5/14. Status of survey, geotechnical investigations, environmental documentation, right-of-way plan preparation, right-of-way research, channelization plan, roadway design, and drainage design were discussed. County will prepare a survey control plan and draft wetland mitigation design for inclusion in the 60% PS&E package.
- Provided County with stream relocation sketches and wetland mitigation base sheet for design.

Tasks Accomplished by Sub-consultants:

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

SCHEDULE STATUS:

<u>Schedule Items</u>	<u>Scheduled Date</u>	<u>Actual Date</u>
Contract Completion Date	June 30, 2015	
Traffic Analysis Report	December 5, 2014	December 8, 2014
Revised Design Report	December 12, 2014	December 19, 2014

Explanation of Variance Between Anticipated and Actual Schedule:

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

BUDGET STATUS:

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

PERCENT OF BUDGET EXPENDED: 73.3%

% OF PROJECT COMPLETE: 70%

Explanation of Comparison of Budget vs. Estimated Completion:

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

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