


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 01/22/18

AGENDA ITEM:	
Professional Services Agreement with OTAK for engineering services for the 156 th ST NE, 160 th ST NE, 51 st AVE NE Improvements Project.	
PREPARED BY:	DIRECTOR APPROVAL: 
Steve Miller, Project Manager	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement; Exhibits A – J.	
BUDGET CODE:	AMOUNT:
30500030.563000, R1703	\$ 698,645.00
SUMMARY:	
<p>In accordance with the 2008 Smokey Point Master Plan, and the designation of the Manufacturing and Industrial Center (MIC) as a subarea in that plan, a capital project to build key infrastructure to enable redevelopment within the project area has been identified in the transportation improvement plan (TIP) and 2017-2018 capital budget. The project will start design efforts to build roadway and utility improvements to support the developing area, and will also provide east-west connectivity for traffic volumes from the future WSDOT interchange project at the 156th ST crossing at I-5. The project will widen and extend 156th ST NE from the existing alignment to 51st ST NE, will build a new 160th ST NE roadway from Smokey Point Boulevard to 51st ST NE, and will improve the existing 51st ST NE from two to three lanes between 156th and 160th. The improvements will total approximately 2.5 miles and will include bike lanes and sidewalks.</p> <p>As a first phase, the project will at this time develop design documents to 30% completion, and will provide an engineering level cost estimate for construction. Planning level estimates currently place the construction cost for the improvements from \$20M - \$30M. With 30% design documents, the City team will also be in a stronger position to compete for local, state and federal funding opportunities. Moving forward with the design is expected to enhance opportunities for development, and is expected to support efforts to designate the MIC as a job center of regional significance.</p>	

RECOMMENDED ACTION:
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with OTAK, in the amount of \$ 698,645.00 for engineering services to develop 30% design documents for improvements to enable development of the Manufacturing and Industrial Center (MIC) within the Smokey Point Master Plan Area.

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: N/A

Does this Require DES filing? Yes No

Firm/Organization Legal Name (do not use dba's): Otak, Inc.	
Address 2731 Wetmore Ave., Suite 402, Everett, WA 98201	Federal Aid Number N/A
UBI Number	Federal TIN or SSN Number
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title 156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT	
Description of Work The work encompasses the design, permitting and construction of improvements to build new roadways and to improve existing roadways to provide access to the developing Arlington/Marysville Manufacturing and Industrial Center (MIC) area. The Project will support implementation of the plan by providing key roadway access and utilities for the development of the job-creating MIC area. This scope of work is limited to the Comprehensive Design Report, including a 30% design submittal. Key project elements include: - New 5-lane 156th St. NE, and new 3-lane 160th St., NE, from Smokey Point Boulevard to 51st Ave NE with curb, gutter, sidewalk, and multi-use path - Widen existing 2-lane 51st Ave. NE to 3-lanes from 156th to 160th St. NE including curb, gutter, sidewalk.	
<input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: N/A

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

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

The CONSULTANT, on a monthly basis, is required to 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: Steve Miller
Agency: Marysville Public Works
Address: 80 Columbia Avenue
City: Marysville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: 360 363-8285
Facsimile: 360 363-8284

If to CONSULTANT:

Name: Jeff Massie
Agency: Otak, Inc.
Address: 2731 Wetmore Avenue Suite 402
City: Everett State: WA Zip: 98201
Email: jeff.massie@otak.com
Phone: 425 739-4219
Facsimile: 425 374-5152

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. 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 economy class levels 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' Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and 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 the PROJECT. 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.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish a MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total 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.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. 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 work under this AGREEMENT, contingent, if applicable, 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. 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.

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

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

VI. Sub-Contracting

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

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

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

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

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

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage 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

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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 and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

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

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

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

Agreement Number: N/A

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

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

Insurance Coverage

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

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

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

Name: Steve Miller
Agency: Marsyville Public Works
Address: 80 Columbia Avenue
City: Marsyville State: WA Zip: 98270
Email: smiller@marysvillewa.gov
Phone: 360 363-8285
Facsimile: 360 363-8284

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 amount 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.

Agreement Number: N/A

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's 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.

Agreement Number: N/A

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, 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, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: N/A

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

Date

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

Agreement Number: N/A

EXHIBIT A

SCOPE OF SERVICES DESIGN/ENGINEERING SERVICES

City of Marysville

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

Otak Project #32934

December 2017

Description of Project:

The purpose of the project is to design, permit and construct new roadways, and improve existing roadways, to provide access to the developing Arlington/Marysville Manufacturing and Industrial Center (MIC) area. The Project will support implementation of the plan by providing key roadway access and utilities for the development of the job-creating MIC area.

This scope of work is limited to the Comprehensive Design Report, including a 30% design submittal. Once the Design Report is approved, the City intends to amend the professional services contract for one or more of the roadway segments.

Key project elements include:

- Overall project length of approximately 2.5 miles.
- New 156th St. NE from Smokey Point Boulevard to 51st Ave NE, intersecting 152nd St. NE planned to consist of up to 5 lanes, sidewalks and a multi-use path located on the north.
- New 160th St. NE from Smokey Point Boulevard to 51st Ave NE, a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalks.
- Widen existing 51st Ave. NE from 152nd St. NE to new 160th St. NE corridor from 2 lanes to a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalk. The full build-out of 51st Ave NE will consider the acquisition or dedication of right-of-way for a possible 5-lane roadway section.
- Frontage improvements – business property frontage and access management
- Enhanced aesthetics, hardscape, landscape (streetscape)
- Community involvement
- As the City will plan to acquire Federal funding, compliance with the National Environmental Policy Act (NEPA) and Section 7 of the Endangered Species Act will be conducted.
- Utility infrastructure including City owned sewer, water and storm. Coordination with

Following is a Scope of Services to complete design services for the Project.

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work

Continued

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Coordination with the City of Marysville

OTAK will coordinate with the City of Marysville on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City will occur on a weekly basis.

1.2 Coordination of Subconsultants

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices.

1.3 Preparation of Project Management Plan

OTAK will prepare a preliminary Project Management Plan prior to the project kickoff meeting. The Project Management Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Project Management Plan will be updated after the project kickoff meeting, subject to comments received. The Project Management Plan will include a Quality Assurance/Quality Control Plan that will summarize team requirements/actions to provide a high quality work product to the City of Marysville.

Deliverables

- Project Management Plan including Quality Assurance/Quality Control Plan
- Project MS schedule and subsequent updates

1.4 Project Kickoff Meeting

OTAK will attend one (1) project kickoff meeting with City Staff. The kickoff meeting will be used to review and discuss project goals and requirements and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

Exhibit A – Scope of Work

Continued

1.5 Stakeholder/Agency Meetings (Assume 1 meeting)

There are a number of Stakeholder/Agency groups that may have an interest in this project. Examples include WSDOT, Community Transit, the Marysville School District, and the City of Marysville Parks and Recreation Department. This task provides time for the preparation for and attendance of one Stakeholder/Agency meeting during the design process.

1.6 Coordination Meetings with City (Assume 8 meetings)

Project coordination meetings with City Staff will occur approximately on a monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will generally be held at the City. It is anticipated that a total of eight (8) design meetings will be held during the design period. Attendance will generally include OTAK's project manager and project engineer along with designated City Staff.

1.7 Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

Deliverables

- Monthly progress report and monthly invoice, per The City of Marysville requirements.

2.0 DATA COLLECTION AND REVIEW

2.1 Data Collection and Review of Existing Field Conditions

The OTAK design team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented and digital photographs will be taken. OTAK will inventory significant features to be considered in design. This task will also include collection of existing codes, records, maps, reports, and other relevant information from the City.

Deliverables

- Site photographs and inventory (listing) of existing information to be referenced

2.2 Review of Existing Technical Report Documentation

In addition to the field review and more general information collected as part of Task 2.1, a review of various City and Otak natural resource reports and plans will be completed for coordination purposes, along with a review of all the supporting design documents developed, including:

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work Continued

- April 2005 North Marysville Area Regional Stormwater Pond and Conveyance System Plan
- March 2007 State Avenue Sub-basin Region Stormwater Facility Plan
- 2008 North Marysville Master Drainage Plan
- June 2008 Smokey Point Master Plan, Stormwater Drainage Analysis
- July 2009 Smokey Point Master Drainage Plan Phase 1
- April 2014 Smokey Point master Drainage Plan Phase 2
- Smokey Point Master Plan
- Transportation Element of the Comprehensive Plan
- Any available private development records in the project vicinity.
- Applicable Marysville watermain, sanitary sewer, storm sewer, roadway, and signal record drawings

In addition to the technical documents listed above, Otak will review current stormwater management reference documents provided by the City, such as the following:

- City's record of capacity commitments for regional stormwater facilities
- City's operation/maintenance records for regional stormwater facilities
- Drainage Reports for recent development within or adjacent to the project limits
- Geotechnical Reports for recent development within or adjacent to the project limits

The above documents are intended to be reference resources and Otak's project manager will guide the team in extracting project pertinent information. This task does not include comprehensive review and summary of each document, but, appropriate reference information used for this project will be documented in the Design Report.

3.0 TOPOGRAPHIC SURVEYING/MAPPING

3.1 Topographic Surveying and Mapping

OTAK will provide surveying and mapping necessary for final design. As the project segments total approximately 2.5 miles, this work is proposed to be segmented as follows to allow prioritization and phasing as necessary.

- 156th St. NE/152nd St. NE, Smokey Point Blvd. to 51st Ave. NE
- 51st Ave. NE, 152nd St. NE to 160th St. NE
- 160th St. NE, Smokey Point Blvd. to 51st Ave. NE

Topographic mapping will extend a minimum of 200 LF beyond the above stated project limits at each of the intersections.

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work

Continued

Mapping will be accomplished utilizing Miller Creek Associates photogrammetric mapping services, at 1" = 20' scale with 1' contours. To support this, will Otak provide eight (8) field surveyed, target ground control points in a 90 degree chevron configuration, and photo control coordinates and elevations in the appropriate horizontal and vertical datum. Otak will supplement the photogrammetric mapping provided by Miller Creek with field surveyed data.

A utility locate service will be retained to mark underground utilities within the project area. OTAK will field survey existing visible above ground utilities and underground utility markings not included in the existing survey. Storm drainage, and other utilities shall be surveyed to the first structure or fitting outside of the project area. Invert elevations and pipe dimensions shall be obtained for all existing storm drains and sewer structures within these limits.

Topographic surveying of the Hayho Creek stream channel will be included within the project area and will extend 100 feet upstream and 200 feet downstream, subject to right-of-way constraints. Stream cross-sections will generally be surveyed at 25 foot intervals.

Additional features that will be included in the updated survey including topography breaks, fences, pavement and other hardscape, signage, significant trees (10-inch diameter or greater), other significant landscaping, and miscellaneous structures within the project limits will be surveyed. New or missing street features will also be included in the survey. It is assumed that topographic coverage will extend approximately 10 feet beyond the existing and proposed right-of-way. Any additional topography required will be surveyed sufficiently to prepare a digital terrain model (DTM) and generate a one-foot contour interval map. The new data will be merged into the existing data.

Task 3.1.1. Utility Surveys

Otak, Inc. will locate underground utilities as identified and marked by others. Utility paint markings and other utility features will be located during the culture survey.

Task 3.1.2. Culture Surveys

Otak, Inc. will locate fences, mail boxes, manhole inverts, drainage features and flows, and match-in locations along the project length. Field surveys will be conducted to locate these critical design elements to enhance the aerial ground DTM so that it meets or exceeds 0.1 foot accuracy. The work will include downloading and converting field results to CAD format.

Task 3.1.3. Right-of-way Survey

After analyzing the initial field survey, Otak, Inc. will locate monuments, property corners, and occupation defining the existing right-of-way.

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Exhibit A – Scope of Work

Continued

Task 3.1.4. Supplemental Topo Survey

Otak, Inc. will supplement the aerial mapping with topo survey data in locations to be determined at a later date.

3.2 Supplemental Topographic Surveying and Mapping (Allowance)

Additional field and office time is expected for miscellaneous field “pickup” that will become evident during the design process for areas such as connection points; existing catch basin rims, hardscaping, etc and crossings. A total of 40 (forty) additional field crew hours and associated office support time have been budgeted for this task. In addition, 8 (eight) additional field crew hours have been budgeted in support of potholing activities. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

Assumptions

- Otak, Inc. shall meet or exceed Aerial Mapping accuracy standards based on the ASPRS (American Society of Photogrammetry and Remote Sensing).
- Otak, Inc. shall perform a Design Survey to verify mapping accuracies such that the topographic mapping and differential digital terrain model (DTM) are sufficiently accurate (0.1’ between 90’ right-of-way width) to design the project and aid in determining pay quantities in accordance with the Standard Specifications for earthwork, e.g. – roadway excavation, drainage excavation, embankment demand and borrow.
- Otak, Inc. will coordinate utility location activities with utilities. Otak, Inc. shall coordinate with appointed representative coordinating utility paint marking activities.
- Reference datum NAVD 88.
- The City will obtain title reports for the purposes of Otak’s preparation of the preliminary right-of-way plans

Deliverables

- Topographic Base Map (Scale 1”=20’) with two-foot contour intervals. Right-of-way and parcel information supplied by The City of Marysville will be referenced in the base map.
- Updated Topographic Base Map showing supplemental data
- As-built pothole data (sketch and table)

4.0 FRANCHISE UTILITY COORDINATION

4.1 Coordination/Meetings with Franchise Utilities

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS PROJECT

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Exhibit A – Scope of Work Continued

OTAK will begin communications with franchise utility companies (power, gas, petroleum, telecommunications, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss any potential relocation requirements, cost, schedule and recommendations on location of new facilities. OTAK will also coordinate with other City departments as needed to coordinate City utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to two (2) utility coordination meetings will occur with franchise or City utilities that are determined to have conflicts or require relocation.

Assumptions

- The City has a utility contact list for use by OTAK

Deliverables

- Utility Coordination Plan
- Meeting notes and correspondence

5.0 ENVIRONMENTAL/PERMITTING

5.1 General Coordination with Permitting Agencies/The City of Marysville

OTAK will provide coordination and design input to support the environmental/permitting effort. As necessary, coordination meetings will be held with the permitting agencies and with the City of Marysville to review/discuss project issues during the design process. It is assumed that preparation and attendance of up to six (6) meetings will be included as part of this task.

5.2 Environmental/Permitting Evaluation

OTAK will provide (e.g.):

- Fieldwork to update natural resource baseline conditions
 - A Draft Critical Areas Update Memo will be prepared based on the fieldwork
- Environmental Review Memo, to include
 - Environmental baseline conditions description and characterization
 - List of regulatory permits likely to be required, submittal requirements summary, etc.
- Draft NEPA Categorical Exclusion (CE) Document
- Draft SEPA checklist

Deliverables

- Draft Environmental Review MemoDraft

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Exhibit A – Scope of Work Continued

- Critical Areas Update Memo
- Draft CE Document
- Draft SEPA Checklist

Assumptions

- Draft NEPA Categorical Exclusion (CE) Document will include information collected from previous documentation and field work conducted in this phase of work.
 - Endangered Species Act compliance documentation will occur in a subsequent phase of the project
 - National Historic Preservation Act Section 106 compliance and documentation will occur in a subsequent phase of the project
 - Air quality and noise analyses will occur in a subsequent phase of the project
- Preparation of a Joint Aquatic Resources Permit Application (JARPA) for a Corps Section 404 permit and/or a WDFW Hydraulic Project Approval (HPA), should either or both of these permits be required, will occur in a subsequent phase of the project.
- All other permit application material for federal, state, and local regulatory compliance will occur in a subsequent phase of the project.
- Compensatory mitigation planning and design for potential environmental impacts, should it be required, will occur in a subsequent phase of the project.

6.0 PRELIMINARY DESIGN/ENGINEERING

6.1 Design Coordination Meetings (Assume 8 meetings)

Design coordination meetings with City Staff and the design team will occur approximately on a monthly basis to review progress, to discuss project related issues, and to review technical design topics. Design coordination meetings will be scheduled at key project delivery milestones, as required. It is anticipated that a total of eight (8) design meetings will be held during the design period.

6.2 Preliminary Design

6.2.1 Preparation of Preliminary Horizontal and Vertical of Alignment Layout

OTAK will review the conceptual horizontal and vertical alignment for the corridors and compare it to current roadway design criteria. The proposed horizontal and vertical alignment will be evaluated based on conceptual geometric layout of the proposed roadway widening in conjunction with the intersection traffic analyses and intersection alternatives as described hereinafter. The layouts will include wetland and other critical area locations that would impact the horizontal alignment. Otak

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Exhibit A – Scope of Work

Continued

will prepare a horizontal alignment(s) for City review prior. A brief technical memorandum will be prepared that summarizes the findings of this task and includes conceptual layout of recommended horizontal and vertical alignment, and channelization plans, to carry forward into 30% level design. Universal Field Services will provide input on horizontal alignment as it relates to impacts to private property redevelopment, and mitigation strategies.

Deliverables

- Preliminary Roadway Plan and Profile and Channelization Plans and Technical Memorandum

6.2.2 Watermain System Expansion Modeling

Utilizing Bentley WaterCAD or WaterGEMS software, Otak will size new watermains for installation in the new 160th St. NE and 156th/152nd St. NE roadway alignments; as well as confirm if the existing watermain within 51st Ave. NE shall remain in place, or be replaced due to pipe condition and/or for flow capacity reasons. Otak will reference applicable portions of the 2016 Marysville Water Comprehensive Plan and utilize the City's existing hydraulic model to analyze the proposed system for pressure, flow and peak volume capacities for pipe sizing.

Provided by the City

- Applicable portions of water distribution system record drawings
- Access to current version of WaterGEMS model, or applicable flow and pressure data

Deliverables

- Technical memorandum for inclusion into Comprehensive Design Report

6.2.3 Sanitary Sewer System Expansion Calculations

Utilizing InfoSWMM, InSewer module, or PCSWMM Otak will prepare a technical memorandum that will provide pipe material and size, grade, connection point, and other relevant design direction for the installation of sewer collection system expansion within the project limits. It is anticipated that new sewer main will be provided in the new 160th St. NE and 156th/152nd St. NE roadways; and the existing sewer main will be evaluated to ensure if any improvements, repairs, or rehabilitation is recommended. Otak will reference applicable portions of the Marysville 2011 Sewer Comprehensive Plan.

We assume the City will provide their current sewer model and flow data generated as part of the Comprehensive Plan. Otak

Provided by the City

- Applicable portions of sanitary sewer collection system record drawings

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Exhibit A – Scope of Work

Continued

- Access to current version of InSewer, existing pipe sewer assessment video (if available), or any relevant data or reports

Deliverables

- Technical memorandum for inclusion into Comprehensive Design Report

6.3 Preparation of 30% Civil Plans

OTAK will prepare 30% level civil design plans for the proposed roadway and utility improvements. Plans will be prepared to current The City of Marysville standards. The below table lists the drawings that are anticipated at the 30% level.

Title	# sheets
Title sheet	1
Legend and Abbreviations	1
Survey Control and Alignment	1
Survey Control and Alignment	10
Typical Roadway Sections	2
Roadway Plan and Profile	23
Drainage Plan and Profile	23
Drainage Facility Details	3
Culvert Plan and Details	2
Sewer Plan and Profile	23
Watermain Plan and Profile	23
Wall Details	1
Channelization	23
TOTAL	136

6.3.1 Preparation of 30% Roadway Plans

Plans will include roadway sections, horizontal layout, vertical profile, and channelization plans. Most plans will be prepared at a horizontal scale of 1"=20 feet and a vertical scale of 1"=5 feet. Details will be prepared at an appropriate scale to illustrate the level of detail needed for clarity. Cross-sections of the proposed roadway alignment will be provided at 25-foot stations for reference/review. The cross-section data will be provided electronically. The 30% civil plans will be coordinated and submitted to the City for review. The 30% civil plans will be attached to the Design Report. Review comments will be addressed and incorporated into the 60% civil plans.

6.3.2 Preparation of 30% Watermain Plans

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Continued

Plans will include a plan and profile of approximately 11,000 LF of new watermain, and the preliminary layout of appurtenances including hydrants, relief valves, service meter locations, and existing system connections. The plans will also account for the replacement of existing 8" WM within 152nd St. NE with 12" ductile iron pipe as identified in the 2016 Water System Plan, and any necessary re-locations caused by proposed sewer systems, culverts, or other roadway improvements.

6.3.3 Preparation of 30% Sewer Plans

Plans will include a plan and profile of approximately 11,000 LF of sanitary sewer line, and preliminary layout of side sewers, manholes and existing system connections.

Deliverables

- 30% Civil Design Plans

6.4 Preparation of 30% Engineering Estimate of Anticipated Construction Cost

An Engineer's Estimate of Anticipated Construction Cost will be prepared for the 30% level of design.

Deliverables

- 30% Engineering Estimate of Anticipated Construction Cost

Exhibit A – Scope of Work

Continued

6.5 Preparation of Design Report

OTAK will prepare a Design Report for the entire 156th/152nd St. NE, 160th St., and 51st Ave NE alignments. The Design Report will also utilize information being provided by the City. The Design Report is anticipated to include the following sections:

- Introduction/Overview
- Develop project design criteria
- Existing Conditions
- Traffic analysis and modeling
- Roadway and intersection geometric layout alternatives
- Environmental Review and Permitting
- Geotechnical
- Hydraulics/Drainage
- Stream/Culvert Requirements
- Structural Considerations
- Right-of-Way Requirements
- Utilities
- Streetscape/LID Approach
- Funding and Project Costs
- Project Phasing and Sequencing
- Project Schedule
- Engineers Estimate Anticipated Construction Cost

OTAK will submit a Draft Design Report to the City for review and comment. After City review and comment, a Final Design Report will be completed and submitted.

Deliverables

- Draft Design Report
- Final Design Report

7.0 STRUCTURAL DESIGN/ENGINEERING

The scope of services for the Structural Design/Engineering is based on the following assumptions:

- Structural engineering for this project will include retaining walls, culverts, and railings and/or fence post base connections attached to retaining walls and culverts.
- This phase of work will identify preliminary wall and culvert layout (station limits, length, max. height, wall pay area, culvert span and rise) and wall and culvert type options and recommendations based on level of roadway/civil design performed.

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Exhibit A – Scope of Work

Continued

- Wall and culvert locations will be shown on the roadway plans. No structural plan sheets will be required for this phase of work.
- Suitable wall types will consist of mechanically stabilized earth (M.S.E.) known as Structural Earth Walls (SEW) in the WSDOT Std. Specifications, gravity block, cast-in-place cantilever, soldier pile, sheet pile and rockery walls.
- Wall type evaluation criteria will include wall height; cost; constructability; shoring; geotechnical findings and recommendations from the site investigation; anticipated scour based on project hydraulic analysis; adjacent potential conflicts such as right of way, trees, utilities, stormwater conveyance, wetlands and roadway design features; aesthetics; and consistency through the corridor.
- Suitable culvert types will consist of precast reinforced concrete, aluminum and steel three-sided box, four-sided box and arch structures.
- Culvert type evaluation criteria will include rise and span requirements; cover over the culvert; cost; constructability; shoring; geotechnical findings and recommendations from the site investigation; anticipated scour based on project hydraulic analysis; adjacent potential conflicts such as right of way, trees, utilities, stormwater conveyance, wetlands and roadway design features; and aesthetics.
- Wall and culvert design will be in accordance with the AASHTO LRFD Bridge Design Specifications, WSDOT Bridge Design Manual, WSDOT Geotechnical Design Manual, WSODT Design Manual and design parameters recommended by the geotechnical engineer based on findings from the site investigation.

7.1 Development of Wall Alternatives

OTAK will evaluate suitable wall types for cut and fill conditions along the project corridor, including those exposed to stream flow. OTAK will evaluate a minimum of two (2) types of suitable cut and fill walls.

The need for fencing, railing or barrier attached to the walls will be evaluated.

7.2 Development of Culvert Alternatives

OTAK will evaluate suitable culvert types for the Hayho Creek culverts carrying the new 156th St. NE and 160th St. NE road alignments. OTAK will evaluate a minimum of two (2) types of suitable culvert.

The need for fencing, railing or barrier attached to the culverts will be evaluated.

7.3 Preparation of Design Report

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OTAK will prepare a wall alternatives matrix, culvert alternatives matrix and narrative discussing the evaluation process, options and recommendations for inclusion in the Design Report.

Representative wall and culvert typical sections of the alternatives considered will be included. The wall and culvert design and construction cost estimate will be advanced to a 30% level.

Deliverables

- Wall alternatives matrix; culvert alternatives matrix; narrative discussing the evaluation process, options and recommendations; and 30% level wall and culvert costs as part of the Task 6.3 Design Report.

8.0 DRAINAGE ANALYSIS AND DESIGN/ENGINEERING

8.1 Development of Overall Drainage Concepts

Drainage analysis will be conducted utilizing current editions of The City of Marysville Drainage Manual, equivalent to the current 2014 Washington State Department of Ecology Stormwater Management Manual for Western Washington (Ecology 2014), The City of Marysville Engineering Design and Development Standards, and The City of Marysville Municipal Code.

Overall drainage concepts for the roadway corridor will be reviewed and developed for conveyance, water quality and flow control. The overall drainage concepts will be incorporated into the draft and final Design Reports. Otak will assess feasibility of the following stormwater management solution elements in order to develop a recommended solution approach:

- Utilizing capacity of existing regional facilities located on 40th Ave. NE by installing gravity connection to existing inlet pipes.
- On-site (within right-of-way) stormwater treatment and flow control facilities
- On-site LID BMPs
- Pumping to provide drainage connection to existing regional facilities or downstream drainage networks
- Integration of regional facility concepts developed in previous studies for the Edgecomb Creek sub-basin.

8.2 Hydrologic Analyses – Roadway and Streams

OTAK will create an HSPF (Hydrologic Simulation Program Fortran) model for the Hayho Creek basin to produce a continuous time series of runoff data from the drainage basin. The continuous time series of runoff and associated peak rates will become the hydrologic input for all hydraulic

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analyses to be performed using HEC-RAS and PC-SWMM. Inputs needed for modeling the proposed drainage and detention system will include sub-catchment areas, land use associated with the existing and proposed new development and stage-storage curves for stormwater facilities, Hayho Creek, and existing wetlands. Output files will be developed for input into the PC-SWMM model and peak flow rates determined for HEC-RAS.

As part of Task 2.2, Otak will review previous models prepared as part of the Smokey Point Master Drainage Plan and any models provided by the City that were prepared by others for the existing regional pond facilities. The modeling software (WWHM) has changed significantly since the previous models were developed, but the previous models will be updated and utilized as needed under Task 8.2.

8.3 Hydraulic Analyses – Conveyance and Stormwater Management Facilities

OTAK will analyze the hydraulic performance of the proposed conveyance storm drain systems, including backwater effects from detention ponds, wetlands, and Hayho Creek, using HEC-RAS and PC-SWMM.

The models will be applied to simulate the existing and proposed storm drain systems under existing and future land use conditions. Hydrological input will be imported from the HSPF analysis. The 6-month, 2-year, 10-year, 25-year, and 100-year design peak flows will be modeled using HEC-RAS and/or PC-SWMM software under existing land use conditions.

The results of the modeling effort will be used to identify the proper size and location of drainage system components and to identify potential problem areas within the project area and immediately upstream and downstream or created by the new road improvements and new culvert crossings under 156th and 160th Streets NE. The results will be exported or linked to the hydraulic models of the stormwater detention facilities. OTAK will size water quality and detention facilities to treat and detain stormwater runoff from the project area, in compliance with the City's stormwater regulations.

The following assumptions were made for this task:

- A model of the basin under existing conditions and after development of the road conditions will be created. The new development scenario will include the proposed detention facilities along with onsite LID facilities.
- Flow durations at selected points of compliance and at the outlet of the project area will be evaluated to ensure that the proposed stormwater and surface water management improvements provides adequate mitigation for the proposed new roadway improvements.

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- Stormwater detention standards for the stormwater facility design will be based on the current City of Marysville Stormwater Manual.
- Basic treatment is required in the basin to meet Ecology’s water quality standards to address stormwater runoff from rural roads within fish bearing drainages. The design objective will be to meet the full treatment requirements for the proposed new roadway improvements. This approach effectively uses existing regional facilities or the available land within the public right-of-way.

OTAK will prepare a Preliminary Hydrologic and Hydraulics Memorandum that summarizes the analysis methods used and the preliminary results for existing and proposed conditions

8.4 Culvert Study – Hayho Creek

Culvert crossings on streams are regulated by WDFW. The design standards require that the hydraulics be analyzed for fish passage and to confirm that overtopping of roadway will not occur. Normally the fish passage standard (stream simulation per WDFW) governs the sizing of the culvert. Due to the site topography for this project and the likely low roadway crossing, the fish passage standard may not provide adequate capacity. The following studies will establish the culvert sizing necessary for adequate capacity and to provide the technical backup required to be submitted to WDFW for permits.

Culvert Alternatives Analysis

This project proposes to prepare new 156th St. NE and 160th St. NE and to the install new curb, gutter, sidewalks on both sides of the street as well as planter strip/bio-retention facilities where space is available. A multi-use path is proposed along the north side of the new 156th/152nd St. NE corridor.

There is a fish bearing stream that currently flows within the proposed City right-of-way and the project limits. OTAK will develop culvert crossing concepts per the Washington Department of Fish and Wildlife (WDFW) guidelines.

OTAK will prepare and present an Alternatives Analysis Memorandum describing the alternative elements, the pros and cons and risks of each alternative, and will include an alternatives comparison table, and a recommendation for a preferred alternative. The comparison table will include project life cycle costs, level of constructability changes, private property impacts, public safety, functional risk (fish habitat, flooding, sediment depositions, channel instability, etc.) and ease of permitting.

Stream Characterization Study

OTAK will perform a field investigation and record observations, gather field measurements and

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Exhibit A – Scope of Work

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take digital photographs documenting stream characteristics. The fieldwork will include assessment from through the project reach and 200-foot offsite upstream and downstream. The evaluation includes qualitative and quantitative assessments regarding: bankfull dimensions, substrate grain size distribution, habitat type, sediment transport processes, beaver activity and man-made channel alterations. Field data will be collected to identify the spatial distribution of the following:

- Sediment sources (overland, gullies, mass failures, and stream bank erosion and in-channel deposits) with quantitative field estimates of sediment volume where possible.
- Dominant reach-scale channel processes including sediment source, transport, and deposition.
- Channel form and process using channel evolution classification, including characterization categories such as pre-modified, constructed/disturbed, degrading-incision, degrading-widening, aggrading-widening, and restabilizing.
- Relative abundance of large and small woody debris and their effects on channel stability.
- Bed material characteristics.
- Conditions at storm sewer outfalls.
- Typical channel dimensions (bankfull width and depth, stream gradient).
- Hydraulic controls/constrictions such as culverts, bridges, log-jams, etc.

Stable Channel Analysis

Using input from the hydraulic analysis, sediment transport calculations will be carried out to facilitate an understanding of both the vertical and lateral stability of the existing channel and how the stability might be affected by future design changes. Sediment transport will be evaluated using incipient motion calculations to identify the range of flows over which the bed material will be mobile, and then estimating the quantity of sediment that can be transported in response to those flows (sediment continuity or sediment budget analysis). By comparing the transport capacity of the creek to estimates of the sediment supply, the vertical stability of the creek can be assessed. An evaluation of the lateral channel stability (bank erosion) will be based on information from the geomorphic assessment and quantitative information from the hydraulic and sediment transport calculations. Maintaining bank stability in the project reach is an important consideration for the project design. Adjustments to the design will be made if problems are identified.

8.5 Drainage Low Impact Development (LID) Best Management Practices (BMPs) Analyses and Design

Drainage LID Infeasibility Analyses

The current 2014 SWMMWW requires that all development sites use Low Impact Development (LID) best management practices (BMPs) for permanent stormwater control. The required process for selecting LID BMPs includes an exhaustive and site-specific investigation of LID infeasibility – conditions which make the use of an LID BMP legitimately infeasible in accordance with the

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manual's criteria. This includes the site conditions that will be confirmed through the geotechnical exploration such as soils characterization, depth the groundwater, and infiltration.

Otak will perform a feasibility analysis to identify locations where the five general LID BMPs listed in the SWMMWW are infeasible. It is anticipated that permeable pavement and bioretention will be considered feasible and will be selected for the design.

If LID BMPs are found to be feasible, the preferred configuration of facilities will be determined through the following analysis.

Drainage LID BMP Alternatives Analyses

OTAK will evaluate and present conceptual alternatives to incorporate low impact development (LID) Best Management Practices (BMPs) for storm water management, per the City's municipal NPDES permit and the City's 2016 Drainage Manual, to address flow control and water quality treatment requirements within the proposed project limits. This alternatives analysis will include up to five general LID BMP concepts, applied at various locations within the project area for up to two alternative site layouts for LID BMP applications. This task includes preliminary hydraulic calculations to size the five LID BMPs concepts, and the selected combination of these LID BMPs will be integrated in the comprehensive Conveyance and Stormwater Management Facilities hydraulic analysis, as part of Task 8.3, and will also be incorporated into the Stormwater Management Documentation under Task 8.7..

OTAK will prepare and present an LID BMP Alternatives Analysis Memorandum that will describe the alternative elements, the opportunities/benefits and risks of each alternative, and the effectiveness of the alternatives for storm water flow control and treatment. It will include an alternatives comparison table and a recommendation for a preferred alternative. The comparison table will include construction costs, project life cycle costs, level of constructability challenges, private property encroachment, public safety concerns, functional attributes (flow control, water quality treatment, screening, traffic calming, etc.) and ease of permitting.

Deliverables

- Preliminary Hydrologic and Hydraulic Analysis Memorandum
- Stream Characterization Study
- Stable Channel Analysis
- LID BMP Alternatives Analysis Memorandum

8.6 Stormwater Management Alternatives Analysis

Depending on the feasibility, cost estimation, and phasing considerations for the stormwater

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management solution elements listed under Task 8.1, Otak will develop alternative stormwater management approaches that compare different combinations of LID, water quality treatment, and flow control solution for consideration by the City. The alternatives will be presented in a matrix that compares multi-criteria such as technical, cost, and permit feasibility.

The following flow control/water quality alternatives will be considered:

- On-site facilities
- Staged Regional facilities (partial implementation of planned facilities)
- Full Regional facilities (existing or full implementation of planned facilities)

Deliverables

- Comparison Matrix

8.7 Stormwater Analysis Documentation

Based up on alternative selected in Task 8.6, In this task OTAK will prepare narratives that summarize the findings and conclusions from the studies completed in Tasks 8.1-8.5; as well as basis of design information from the City. These narratives will be added to the project Design Report (Task 6.3) in the Hydraulics/Drainage and the Stream/Culvert sections.

The narratives will summarize the following topics:

- Existing drainage features and drainage patterns of the existing roadway corridor and adjacent properties; and streams channels and floodplain characterization within the project area;
- Upstream and Downstream analysis of natural drainage features;
- Hydrologic characteristics of the project site conditions, for each of the drainage sub-basins, including basin boundaries, area, land cover, soil types, flow paths and times of concentration;
- Tabulated summary of hydrologic runoff conditions for historic/regulatory pre-development, existing, and developed conditions;
- Complete a preliminary hydraulic analysis for the roadway project to estimate the requirements for flow control, water quality treatment, and conveyance; and
- Review infiltration and pervious pavement alternatives

This task does not include preparation of a Drainage Technical Information Report for permitting or updated the Master Drainage Plan.

9.0 COMMUNITY INVOLVEMENT

9.1 Provide Support Materials for Community Involvement (Allowance)

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OTAK will support the City in the coordination and facilitation of community involvement activities for the project. OTAK will assist in the preparation of informational materials including handouts. OTAK will assist in the preparation of presentation graphics and other appropriate graphics to support the community involvement activities. An allowance has been established for this Task. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

9.2 Property Owner/Business Owner Meetings (Assume 25 Meetings)

The City of Marysville Staff will take the lead in attending property owner meetings during the design process, particularly to discuss/review frontage impacts and to support the right-of-way acquisition effort. Task 9.2 provides hours for OTAK to attend up to twenty five (25) property owner meetings during the design phase. See Exhibit A3, Universal Field Services scope, for additional detail.

10.0 SPECIAL STUDIES

10.1 Project Phasing Evaluation

OTAK will assist the City in establishing and evaluating potential phasing options for the project. The phasing options will be developed based on schedule impacts, environmental/permitting constraints, development driven improvement, right-of-way dedication and acquisition constraints, and funding considerations. Work will include the preparation of a phasing plan, showing potential phasing limits, and a narrative to describe the phasing. Work also includes the evaluation of construction cost by phase, based on the Engineer's Estimates prepared per Task 6.15 and based on potential cost escalation due to a phased approach.

Deliverables

- Project Phasing Plan and Narrative

10.2 Project Funding Evaluation

OTAK will support the City in the coordination and completion of funding requests for the project. OTAK will assist in the preparation of general materials, graphics and technical information to support the various funding request applications. An allowance has been established for this Task.

Deliverables

- Project Funding Evaluation Narrative

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10.3 Project Funding Support Documentation - Allowance

OTAK will support the City in the coordination and completion of funding requests for the project. OTAK will assist in the preparation of general materials, graphics and technical information to support the various funding request applications. An allowance has been established for this Task. Otak shall only proceed with any work under this task with the express written or documented verbal approval of the City Project Manager.

EXHIBIT A1
SCOPE OF SERVICES
GEOTECHNICAL ENGINEERING AND HAZARDOUS MATERIALS SCREENING
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
GEOENGINEERS JOB NO. 0925-017-00

INTRODUCTION

GeoEngineers, Inc. is pleased to present our proposed scope and fee estimate for geotechnical engineering and hazardous materials screening services in support of the City of Marysville 156th Street NE, 160th Street NE, and 51st Avenue NE improvement project. We understand the project will include 2 miles of new roadway and approximately ½ mile of roadway widening, associated sidewalks and bicycle lanes, stormwater improvements and culvert crossings at Hayho Creek. The new roadway for 156th Street NE will include up to 5 lanes, sidewalks and a multi-use path located on the south side of the roadway. New roadway for 160th Street NE will include a minimum of 3 lanes with bicycle lanes, planter strips, and sidewalks. Roadway widening along 51st Avenue NE will be similar to 160th Street NE with a minimum of 3 lanes.

GEOTECHNICAL ENGINEERING SCOPE OF SERVICES

Based on our experience in the immediate site area and review of existing studies, subsurface conditions consist primarily of a variable depth of surficial fill overlying medium dense recessional outwash of the Marysville Sand Member. Groundwater levels are anticipated to be within a couple feet of the existing ground surface. Key geotechnical issues will include earthwork for pavements and culvert support, alternatives for pavement design and construction methods, feasibility of LID, utility excavation and shoring, retaining walls, and new signal poles. Based on our project understanding and experience with similar roadway improvement projects, we propose the following geotechnical design services:

A. REVIEW AVAILABLE GEOLOGIC AND SUBSURFACE INFORMATION

- a. Review the results of previous nearby explorations, available geotechnical studies, geologic and topographic maps, soil surveys, and public databases pertaining to subsurface conditions.

B. PREPARE GEOTECHNICAL EXPLORATION PLAN AND APPROPRIATE TRAFFIC CONTROL

- a. Perform a targeted, on-site visual geologic reconnaissance of the project to identify critical design elements, locate proposed borings, plan the traffic control operations, and develop permit applications. This will include an assessment of suspected soft ground conditions, retaining wall locations, culvert support considerations, signal pole locations and an evaluation of boring access.
- b. Submit the exploration plan and traffic control plans for review and approval by OTAK and the City. We anticipate shoulder or lane closures will be required to complete some of the proposed borings. We will develop and submit a traffic control plan to the City, and provide the necessary flaggers and warning signs during field exploration. The Geotechnical Exploration Plan will include a site plan showing the locations of the proposed explorations and a description of the proposed exploration methods.

C. FIELD EXPLORATION PROGRAM AND LABORATORY TESTING

- a. Complete the one-call utility locate and meet with utility representatives on site to clear boring locations. We also plan to subcontract a private locator to clear borings in the undeveloped portions of the site, and confirm other locates obtained within the right-of-way by the one-call.
- b. Perform a pavement condition assessment of the existing pavements, identifying types and severity of pavement distress for consideration in overlay design.
- c. Evaluate subsurface soil and groundwater conditions at the proposed improvement locations by drilling hollow-stem auger borings with either a truck- or track-mounted drill rig, and by excavating shallow holes with hand auger equipment. We anticipate hand augers will be relatively shallow, obtaining refusal at groundwater level. Our scope includes up to 10 borings and 3 hand augers, for a total drilling footage on the order of 140 to 150 feet. This results in an exploration roughly every 1,000 lineal feet. At this time, we estimate the following distribution of borings for the various project elements:

Proposed Structure/Improvement	Number of Explorations*	Exploration Method	Anticipated Depth (ft)
Culvert/Stream Realignment	2	Drill Rig	15 to 20
Roadway Embankment/Utilities	4	Drill Rig	10 to 15
Retaining Walls	2	Drill Rig	10 to 15
Retaining Walls/Embankments	3	Hand Auger	<5
New and Revised Traffic Signals	2	Drill Rig	20

*Additional borings may be necessary during the final design stages to investigate subsurface conditions for site improvements that are developed during design. Up to three monitoring wells will be installed to monitor long-term groundwater conditions.

A geologist or geotechnical engineer from GeoEngineers will observe the explorations, obtain soil samples from the borings, and prepare field logs of conditions encountered in the explorations. Soil samples will be obtained from the exploratory borings on about a 2½- or 5-ft depth interval using the Standard Penetration Test (SPT) procedure, and will be delivered to our laboratory for further examination and classification. Soil samples obtained from the explorations will be held in our laboratory for 30 days after submittal of the final report, unless arrangements are made to retain them. Upon completion of sampling and logging, the boreholes will be decommissioned in accordance with the requirements of WAC 173-160. Excess cuttings from the exploratory borings will be properly disposed of offsite.

- d. Perform laboratory tests on representative samples of the soils, including tests for moisture content, density, particle size distribution, and Atterberg Limits tests, as appropriate. Evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience.
- e. Provide support for design of shallow infiltration features, if deemed feasible. This will include particle size distribution (combined sieve and hydrometer, ASTM D 422-63) on up to four samples obtained in borings for the purposes of providing estimated infiltration rates. Pilot infiltration

testing is not planned at this time, but can be scoped following the results of the exploration plan, if warranted.

D. PROVIDE GEOTECHNICAL DESIGN RECOMMENDATIONS

- a. Describe site conditions including detailed subsurface soil conditions encountered based on results of Tasks A and C above.
- b. Evaluate geologic hazards along the alignment.
- c. Prepare a summary of our assessment of the existing pavement condition.
- d. Provide geotechnical recommendations for design including:
 - Earthwork and site preparation including suitability of on-site soils for reuse in utility backfill and subgrade preparation, placement and compaction of structural fill, and mitigation of unsuitable soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.
 - Foundation support, lateral earth pressures, and backfill considerations for the proposed culvert realignment.
 - Pavement and retaining wall subgrade and foundation support materials.
 - Pavement design sections based on the developed traffic data and City of Marysville standards.
 - Temporary and permanent slopes.
 - Signal pole foundations.
 - Perform engineering analyses and provide conclusions and recommendations for retaining walls including geotechnical parameters for MSE walls, green walls, reinforced concrete walls, rockeries, or other wall systems for use in bidding.
 - Settlement estimates including foundation considerations in soft ground conditions.
 - Temporary shoring parameters where applicable including lateral pressures, and partial shoring considerations.
 - Storm drain pipe support including bedding and trench backfill.
 - Provide recommendations for surface and subsurface pavement drainage measures for the widened portions of the roadway.
 - Provide preliminary estimates of infiltration rates for design of infiltration facilities based on the results of the laboratory testing.
 - Erosion control considerations during construction.
 - A summary of geotechnical considerations for use in project specifications.
 - Recommendations for monitoring and testing during construction.

E. GEOTECHNICAL DESIGN REPORT AND DESIGN TEAM MEETINGS

- a. Provide consultation and attend 2 to 3 design team meetings, as requested.
- b. Prepare a written report (draft and final) presenting our conclusions and recommendations. Our report will include supporting site plan, a discussion of geologic hazards, results of our field exploration and laboratory testing, and geotechnical recommendations outlined above in Section D.

ASSUMPTIONS:

- The City will provide a no fee right-of-way (ROW) use permit.
- Up to three piezometers will be installed in the borings.
- Field exploration work will be performed during normal business hours (i.e., no night or weekend work is planned).
- Pilot infiltration testing is not included in this scope of services.

DELIVERABLES:

- Geotechnical Exploration Plan
- Traffic Control Plan
- Draft and Final Geotechnical Report

HAZARDOUS MATERIALS SCREENING SCOPE OF SERVICES

Our proposed hazardous materials screening scope is based on our discussions with Otak and our experience on similar roadway improvement projects. The scope of assessment has similarities to, but not intended to represent, a Phase I Environmental Site Assessment (ESA) study per ASTM International (ASTM) Standard 1527-13 for Phase I ESAs. We recommend modifying our scope to provide a Phase I ESA for areas where the City plans to purchase new right of way. We propose our hazardous materials screening scope include the following tasks:

A. SITE SCREENING REVIEW/REGULATORY DATABASE STUDY

Conduct a regulatory data search consistent with ASTM, EPA, and Ecology standards and guidance pertaining to hazardous materials. Environmental Data Research, Inc (EDR) will be contracted to provide a comprehensive search of existing environmental regulatory agency databases for known or suspected environmental concerns within the study area. Title searches will not be conducted as a part of this scope effort.

B. FIELD RECONNAISSANCE/WINDSHIELD SURVEY

Conduct a drive-by reconnaissance of the project area (“windshield survey”). The windshield survey will focus on sites with known or suspected environmental concerns that could potentially affect acquisition or construction decisions. Properties being considered by the city for acquisition will be included in the windshield survey. Windshield surveys will be limited to features readily observed

from public access corridors and will not include entering or observing conditions inside buildings. Information obtained during the windshield survey will be recorded in field notes and photographs.

C. FILE REVIEW/AERIAL PHOTOGRAPH REVIEW/DATA VALIDATION

The overall project study area will include properties within and adjacent to the proposed ROW that have a potential to affect acquisition decisions and construction activities due to the possible presence of contaminants. Suspect properties will be identified during the field reconnaissance. Pertinent files for suspect properties will be reviewed to identify the nature and extent of any known contamination and remedial action status, and the effect these may have on environmental conditions within the project corridor. This sub-task will include the following:

- a. Review publicly available records at local environmental agencies.
- b. Interpret the history of the project site using available aerial photographs.
- c. Review available geologic and topographic maps to determine surface drainage paths and groundwater depth and flow direction in the vicinity of the study area.
- d. Screen suspect properties based on their location relative to prospective ROW construction area and additional site-specific environmental data available in regulatory agency files. The screening will identify conditions that represent a potential to significantly impact the ROW project, including design, acquisition, and/or construction.
- e. Summarize environmental conditions at the known or suspected contaminated sites identified within the project area.
- f. Evaluate potential impacts that known or suspected contamination may have on project development, including property acquisition and construction activities and costs.
- g. Identify potential measures and options to minimize potential impacts of hazardous substances to the proposed project.

D. PREPARE DRAFT AND FINAL TECHNICAL REPORT

Prepare a draft technical report summarizing the evaluations in accordance with WSDOT Guidance and Standard Methodology for Hazardous Materials Discipline Reports dated June 2009. One round of review and comment of the draft report is assumed. Respond to comments and prepare final technical report.

E. MEETINGS

- a. Attend up to two meetings with the design team and City of Marysville, as requested.

EXHIBIT A2
SCOPE OF SERVICES
TRAFFIC MODELLING AND ANALYSIS, SIGNAL AND ILLUMINATION DESIGN
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
THE TRANSPO GROUP (TRANSPO)

- Traffic volume forecasts – Transpo will develop forecasts for the future year 20 years after year of opening. Transpo will develop 2 sets of forecasted traffic volumes for use in the operations and concept design analysis. The first forecast will be extrapolated from the current 2035 Plan travel demand model. The second forecast will adapt the first based on more detailed assumptions for the MIC area, such as a higher percent distribution expected from the I-5 corridor (regional trips).
- Transpo will conduct operations analysis to define the size and scope of the intersection and roadway designs. This will be done for the 2 sets of volume forecasts (Plan scenario and Alternate MIC scenario), and for different traffic controls (signals and roundabouts). The traffic analysis will address the sizing (number lanes) needed for each of the study corridors.
- Transpo will develop conceptual plans for 3 major intersection alternatives, a roundabout and signal, to support the initial traffic analysis discussions. This effort is anticipated at the intersections of 51st Avenue NE with 152nd Street NE and 160th Street NE, and the new 156th St. NE alignment with existing 152nd St. NE. These conceptual plans will utilize topographic survey and aerial images to portray the horizontal extents of each alternative. The purpose of the conceptual drawings is to help identify physical impacts of each alternative such as ROW, utilities, pavement, etc.
- Transpo will assist with access control for parking at the Strawberry Fields athletic complex and dog park, including possibly exploring routing traffic through the new intersection of 156th St. NE/152nd St. NE.
- Traffic analysis documentation – Transpo will document the assumptions used in the traffic analysis.
- 30% Design – Transpo will develop 30% design plans for intersection improvements at the following 4 intersections:
 - 51st Avenue NE with 152nd Street NE – roundabout or traffic signal
 - 51st Avenue NE with 160th Street NE – roundabout or traffic signal
 - 160th Street NE with Smokey Point Boulevard – traffic signal
 - 156th Street NE with Smokey Point Boulevard – traffic signal modification
- For intersections that include the design of a traffic signal, it is anticipated that the following sheets will be developed for each intersection for inclusion in the overall project plan set:
 - Traffic Signal Plan at 1"=20' scale (1 sheet)
 - Traffic Signal Pole Schedule (1 sheet)

For intersections that include the design of a roundabout, it is anticipated that RRFB's will be installed on all multi-lane entries and exits. For each roundabout intersection, the following sheets will be developed by Transpo for inclusion in the overall project plan set:

- Channelization and Signing (including RRFB) sheets at 1"=20' scale (4 sheets)
- Channelization and Signing (including RRFB) Details (1 sheet)

Transpo will support the project team with internal review of channelization plans, including storage lengths, intersection layout, etc

Transpo will also prepare 30% roadway illumination plans and an engineer's opinion of probable costs for roadway illumination along approximately 2.5 miles of roadway. Roadway illumination will be designed to meet current City of Marysville standards. Supporting light level calculations will also be prepared and submitted. It is anticipated that the roadway illumination plan set would include the following plan sheets:

- Off-Site Roadway Illumination Plans at 1"=40' scale (11 sheets)
- Design report documentation – Transpo will support the development of the design report by documenting design decisions made during the concept analysis task.

**EXHIBIT A3
SCOPE OF SERVICES
RIGHT OF WAY FEASIBILITY AND SUPPORT
156TH ST NE, 160TH ST NE, AND 51ST AVE NE IMPROVEMENT PROJECT
CITY OF MARYSVILLE
UNIVERSAL FIELD SERVICES**

According to the City, there are no federal funds in any phase of the project. However the City desires to preserve its eligibility for future federal funds if needed. Therefore, all right of way feasibility and support services will be completed in consideration of the City's WSDOT approved Right of Way Acquisition Procedures, including WSDOT's LAG Manual, Section 25 – Right of Way Procedures, and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act. See Table A below depicting the tax parcels potentially impacted by the interim improvements.

The objective of this task is to evaluate potential real property acquisition impacts, offer support and provide recommendations to help minimize impacts as they may relate to the owner's continued and remainder use of each property. The City's conceptual plan of the roadway alignment appears to directly impact up to twenty-five (25) separate tax parcels. Current City zoning maps indicates parcels surrounding the westerly portion of the roadway are General Commercial while the easterly parcels are zoned Light industrial. An Open Space buffer separates the two zones.

In summary, Universal Field Services (UFS) will coordinate early on with the project design team to help identify real property rights (permanent and temporary) that may be required and evaluate the potential acquisition impacts as they relate to right of way acquisition costs and schedule. Outreach support work may include conducting "one on one" meetings with property or business owners as part of a vetting process to integrate concerns and issues with design. Other support work will include identification and review of ownership information; assessment of design / property acquisition impacts; and estimated preliminary acquisition and relocation costs. UFS staff will attend project team meetings as required to offer support and provide recommendations to help minimize real property impacts throughout the project corridor.

Preliminary estimates of right of way acquisition costs will be based on upward adjustments of Snohomish County's assessed land values and comparable land sales data when available. Estimated cost to cure expenses may require assistance from the project design team to mitigate drainage impacts, change in access, landscaping, etc. Assessment of relocation assistance costs if required resulting from the displacement of occupants or personal property will be determined by observation from either the public right of way or the preferred method of personal interviews with property owners.

a) Team Coordination and Meetings

UFS staff will attend a kick off meeting and up to four (4) progressive team meetings to offer feedback to various questions presented by the design team and from property owners. UFS will be available to further provide input on an as-needed basis between team meetings.

Deliverable:

- Attend Kick off meeting – City office
- Attend four (4) progressive team meetings – City Office
- Provide input on an as-needed basis

b) Parcel / Ownership Research

RIGHT OF WAY FEASIBILITY AND SUPPORT

It is assumed up to twenty-five (25) separate tax parcels may be impacted by the City's conceptual roadway alignment. UFS will develop a Parcel Summary Spreadsheet based on current Snohomish County Assessors records. The spreadsheet to include at a minimum: tax parcel numbers; ownership; zoning; current use; and size.

In this early phase of the project and in lieu of ordering title reports, UFS will research online public records for last deeds of conveyance of each tax parcel shown in Table A. This will further confirm ownership as at times the assessor's office may list the taxpayer as the owner such as a property management firm.

Deliverable:

- Develop Parcel Summary Spreadsheet (to include up to 25 tax parcels)
- Research online public records for last deeds of conveyance (up to 25 each)

c) Property Owner Meetings

UFS staff will attend early "one on one" meetings with property owners as part of a vetting process to integrate concerns and issues with the design team. At times it may be necessary for the design team or City staff to attend depending upon relationships, severity of impacts, and the understanding of an owner's known concern. Coordination with private property owners early on will develop an understanding of future sale or development plans to maximize the owners' future use. It is assumed one (1) meeting may be needed with owners of each tax parcel shown in Table A.

Deliverable:

- Attend twenty-five (25) "one on one" meetings with property owners
- Summarize owner concerns in writing for City and Design Team use.

d) Assessment of Right of Way Needs

As City's conceptual design develops, UFS will assist the design team by recommending the types of permanent and temporary real property rights to be acquired that would be sufficient to adequately construct, operate and maintain the public roadway improvements. Many of the various real property rights needed may include: fee simple, permanent slope easement, permanent access easements, permanent utility easements, temporary construction easements, temporary construction permits, lease agreements, etc. UFS will conduct and coordinate with the design team to provide assessments of two separate roadway plan reviews with recommendations of the real property rights to be acquired.

Deliverable:

- Two Roadway Plan reviews with recommendations of real property rights to acquire

e) Preliminary Right of Way Acquisition Cost Estimate

Based on advanced design of the roadway and upon direction by the City and design team, UFS will complete an estimated right of way costs to include related itemized costs similar to a True Cost Estimate per WSDOT's LAG Manual Section 25 – Right of Way Procedures. Estimate of related costs will include just compensation to individual property owners; appraisal and appraisal fees; acquisition negotiation service fees; relocation assistance service fees; relocation costs; title and escrow fees; property management (if



City of Marysville Scope of Services
RIGHT OF WAY FEASIBILITY AND SUPPORT

any); statutory evaluation allowance; and incidental expenses (condemnation, etc.). Twenty-Five (25) tax parcels shown in Table A will be included in the estimate.

Deliverable:

- One (1) Preliminary Right of Way Acquisition Cost Estimate to include 25 tax parcels
- Obtain verbal input from qualified Appraiser

f) Preliminary Right of Way Acquisition Schedule

Based on advanced design of the roadway and upon direction by the City and design team, UFS will develop a Preliminary Right of Way Acquisition Schedule in excel. The schedule will assume federal funds in the ROW Phase and include major tasks comprising completion of: Right of Way Plan (*Design Team input*); Project Funding Estimate (PFE) or True Cost Estimate (TCE); Relocation Plan (if necessary); NEPA (*Design Team input*); FHWA Obligation to use Federal Funds for ROW; Appraisals, Appraisal Reviews; Acquisition Negotiations, Relocation Assistance (if necessary); and ROW Certification.

Deliverable:

- One (1) Preliminary Right of Way Acquisition Schedule

TABLE A		
No.	Tax Parcel No.	Owner
1	31052800300800	Smokey Point Boulevard LLC
2	31053300200200	Nordholm Properties LLC
3	31053300100700	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
4	31052800400300	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
5	31053300100500	Long, Steven
6	31053300100400	Bluffs End Trust / Four Peaks LLC / Echelbarger, Lindsey & Carolyn / Echelbarger, Patrick & Marilyn
7	31053300101700	Due, Clarence W.
8	31053300101400	Marysville School District 25
9	31053300101300	Nordholm, Gregory E.
10	31053400200700	Brutus Associates LLC
11	31053400200600	Brutus Associates LLC
12	31053300100100	Craft, William & Lynda
13	31053300100200	Maxwell, Daniel J.
14	31053300101800	Wells, Woody & Carol
15	31053300101600	Razz Brothers LLC
16	31053300100300	Mueller, Larry & Tamera
17	31053400201400	Gill Properties I LLC
18	31052700301000	Evar, Matthew J.
19	31052700300600	Evar, Matthew J.
20	31052700300500	Steiner Farms LLC
21	31052800400400	Pacific Continental Bank

December 9, 2017



City of Marysville Scope of Services
RIGHT OF WAY FEASIBILITY AND SUPPORT

22	31052700300400	Steiner Farms LLC
23	31052800400100	Pacific Continental Bank
-	31052800300200	City of Marysville
-	31052800300100	City of Marysville
-	31052800300300	City of Marysville
24	31052800301800	Smokey Point Boulevard LLC
25	31052800301000	Petritz, James G.

Note: Ownerships shown above were obtained from Snohomish County's Property Parcel Data - Tax Website as of 12-9-17.

Exhibit D
Prime Consultant Cost Computations

Agreement Number: N/A

Exhibit D Prime Consultant Cost Computations

156th ST NE, 160th ST NE, and 51st AVE NE IMPROVEMENTS
 Hour/Fee Estimate
 Otak, Inc.
 Otak Project # 32934

Task	Description	Vanderhorst	Gaston	Massie	Phengsavat	Ayers	Houmel	Stewart	Mansfield	Collins	Isaacson	Howard	Doherty	Langhi	Kayanda	Roberts	LaPierre	Chargualaf	Ray	Brascher	O'Brien	Gray	Yamashita	Kraft	Johnson	Liebe	Obermeyer	Aucand	Total Hours	Total Budget by Task	Budget	
		Sr. PIC Roadway	Sr. PIC Stormwater	Civil Engineer VIII	Civil Engineer IX	Civil Engineer IV	Civil Engineer VIII	Civil Engineer VI	Civil Engineer V	Civil Engineer II	Engineer Designer IV	Engineer Designer IV	Civil Engineer IX	Engineer Designer II	Engineer Technician III	Sr. PIC/Master Planner	Landscape Architect VI	Graphics Specialist	Planner Associate II	Scientist VI	Scientist V	Scientist III	PIC/PLS - Sr. Manager	PLS IV	Survey Crew Chief III	Survey Field Tech III	Survey Office Tech III	Project Assistant				
1.0	Project Management and Coordination																															
1.1	Coordination with the City of Marysville	2	2	64																									68	\$10,472		
1.2	Coordination of Subcontractors			48			12																		4				64	\$9,632		
1.3	Preparation of Project Management Plan	2		16			4																						22	\$3,424		
1.4	Project Kickoff Meeting	2		8	4		4	2	2																4				34	\$4,850		
1.5	Stakeholder/Agency Meetings (Assume 1 Meetings)			2																									2	\$302		
1.6	Coordination Meetings with City (Assume 8 Meetings)	2	2	16	16		16																						74	\$10,930		
1.7	Project Monitoring and Reporting			48																									48	\$6,720		
2.0	Data Collection and Review																															
2.1	Data Collection and Review of Existing Field Conditions			4	4		4	4	4		4																		36	\$4,700		
2.2	Review of Existing Technical Report Documentation		16	16	2	8	6	4	4		2																		8	112	\$15,352	
3.0	Topographic Surveying/Mapping																															
3.1	Topographic Surveying and Mapping			8																				2	24	62	62	40	198	\$17,072		
3.2	Supplemental Topographic Surveying and Mapping (Allowance)			4																			1	8	32	32	32	109	\$9,520			
4.0	Franchise Utility Coordination																															
4.1	Coordination/Meetings with Franchise Utilities (Assume 2 Meetings)			4	4		4	4	4		6	6																	32	\$3,936		
5.0	Environmental/Permitting																															
5.1	General Coordination with Permitting Agencies/the City of Marysville	2	2	16			16																							72	\$9,798	
5.2	Environmental/Permitting Support	2	2	16			16				16																			252	\$30,696	
6.0	Preliminary Design/Engineering																															
6.1	Design Coordination Meetings (Assume 8 Meetings)	2	2	16	16	4	16	8	8		8																		80	\$11,300		
6.2	Preliminary Design	2	2	16		32	8	32	48	24	16																		180	\$20,144		
6.3	Preparation of 30% Civil Plans	4		50	208	8	80	60	64	200	360	200			236														1470	\$166,698		
6.4	Preparation of Engineering Estimate of Anticipated Cost	2		4	4		4	4	16	16	16				8														58	\$6,212		
6.5	Preparation of Design Report	4	2	48	4	8	32	16	16		24	16																	16	238	\$28,400	
7.0	Structural Design/Engineering																															
7.1	Review and Development of Structural Wall Concepts/Alternatives			2	2																									100	\$11,704	
7.2	Preparation of Design Report and 30% PSE	2		1	1																									82	\$8,974	
7.3	Culvert Design - Structural Design Support			2	2																									48	\$5,864	
8.0	Drainage Analysis and Design/Engineering																															
8.1	Development of Overall Drainage Concepts		12				60		80	136																				288	\$32,460	
8.2	Hydrologic Analyses - Roadway and Streams		12				6	8	36	92																				154	\$16,386	
8.3	Hydraulic Analyses - Conveyance and Stormwater Management Facilities		12				20	20	40	92																				220	\$24,952	
8.4	Culvert Study - Hayho Creek		12				8	40	40	92																				152	\$16,384	
8.5	Drainage Low Impact Development (LID) Best Management Practices (BMPs) Analyses and Design		12				20		40	80																				152	\$16,964	
8.6	Stormwater Management Alternatives Analysis		12				20		60	32																				2	120	\$15,288
8.7	Stormwater Analysis Documentation		12				32		50	50																				2	140	\$17,488
9.0	Community Involvement																															
9.1	Provide Support Materials for Community Involvement (Allowance)			12			8		4		16				8	8	16	16												88	\$10,396	
9.2	Property Owner/Business Owner Meetings (Assume 24 Meetings)			48							24																			72	\$9,552	
10.0	Special Studies																															
10.1	Project Phasing Evaluation	2		16	4						4																			26	\$3,832	
10.2	Project Funding Evaluation	2		16																										18	\$2,820	
10.3	Project Funding Support Documentation	2		32	8						8																			50	\$7,200	
	Total Hours	34	114	533	279	60	396	202	412	838	512	238	102	116	252	8	58	16	24	60	130	138	3	58	94	94	72	76	4,919			
	Billing Rate	\$202.00	\$202.00	\$151.00	\$157.00	\$121.00	\$151.00	\$121.00	\$116.00	\$86.00	\$96.00	\$96.00	\$107.00	\$74.00	\$72.00	\$198.00	\$120.00	\$81.00	\$61.00	\$120.00	\$120.00	\$111.00	\$188.00	\$143.00	\$90.00	\$68.00	\$79.00	\$66.00				
	Total Labor Cost	\$6,868	\$23,028	\$80,483	\$43,803	\$7,260	\$59,796	\$24,442	\$47,792	\$72,068	\$49,152	\$22,848	\$16,014	\$8,584	\$18,144	\$1,584	\$6,960	\$1,296	\$1,464	\$7,560	\$15,600	\$15,318	\$564	\$8,294	\$8,460	\$6,392	\$5,688	\$5,016		\$564,478		
	<i>General Expenses - Reproduction, Mileage, Misc.</i>																															\$2,500
	<i>General Expenses - Mt. View Locating Services, LLC</i>																															\$6,000
	<i>General Expenses - Miller Creek Associates - Aerial Mapping</i>																															\$10,000
	<i>GeoEngineers Inc. - Engineering Analysis and Report, Phase I ESA's (Exhibit E1)</i>																															\$57,926
	<i>The Transpo Group - Traffic Analysis, Signal and Illumination Preliminary Design (Exhibit E2)</i>																															\$29,353
	<i>Universal Field Services - Right-of-way Feasibility & Support (Exhibit E3)</i>																															\$25,388
	Grand Total																															\$698,645

Exhibit E1

156th Street NE, 160th Street NE, and 51st Avenue NE Improvement Project
Geotechnical Engineering and Hazardous Materials Screening
Total Estimated Fee

Date: 12/21/2017
 For: City of Marysville and Olak

Position Classification	Geotechnical Task Hours						Hazardous Materials Task Hours					Total Hours	Maximum Salary Rate	Totals		
	Task A Data Review / Coordination	Task B Geotechnical Recon and Develop Exploration Plan	Task C Field Exploration Program and Lab Testing	Task D Engineering Analyses and Design	Task E Geotechnical Design Report	Task F Meetings and Consultation	Task A Site Screening/ Regulatory Review	Task B Field Recon	Task C File Review	Task D Technical Report	Task E Meetings					
Principal												17	x	\$75.00	=	\$1,275
Associate	6	2	2	2	6	8				2		28	x	\$68.00	=	1,904
Senior Engineer/Scientist/Analyst 2												0	x	\$56.74	=	0
Senior Engineer/Scientist/Analyst 1	4		2	4	8	6						24	x	\$47.12	=	1,131
Scientist 2												0	x	\$44.43	=	0
Engineer 1	8	12	8	12	12	4						56	x	\$43.91	=	2,459
Scientist 1							6	6	16		24	52	x	\$40.63	=	2,113
Staff 3 Engineer												0	x	\$38.53	=	0
Staff 3 Scientist												0	x	\$31.40	=	0
Staff 2 Engineer		10	25									35	x	\$35.85	=	1,255
Staff 2 Scientist												0	x	\$31.30	=	0
Staff 1 Engineer												0	x	\$33.33	=	0
Staff 1 Scientist												0	x	\$27.78	=	0
Administrator 3			4		8						12	28	x	\$39.90	=	1,117
Administrator 2											8	12	x	\$48.18	=	578
Administrator 1												0	x	\$23.51	=	0
CAD Technician											4	4	x	\$25.75	=	103
CAD Designer					6							6	x	\$35.80	=	215
CAD Design Coordinator					2						8	10	x	\$50.02	=	500
Technician												0	x	\$21.47	=	0
Senior Technician												0	x	\$25.66	=	0
Lead Technician												0	x	\$29.84	=	0
Hours Per Task	18	24	41	18	40	18	6	6	17	66	18	272				
Direct Cost Per Task	948	1021	1637	851	1866	1002	244	244	725	3079	1032					\$12,650
Overhead Per Task	2012	2169	3476	1808	3962	2128	518	518	1539	6536	2191					\$26,858
Profit Per Task	284	306	491	255	560	301	73	73	218	924	310					\$3,795
Task Totals	3244.37	3498.52	5605.04	2914.51	6388.10	3431.28	834.51	834.51	2482.09	10538.39	3533.15					
Labor Totals					Geotechnical	25079.84			Hazardous Materials	18222.65						\$43,302

Reimbursables:																	
Field Supplies/Expenses																	\$300
Laboratory Testing																	1,310
Mileage			150	200				150					500	x	0.575		288
Subconsultants:																	
Drilling Subcontractor				11326									1	x	11326		11,326
Utility Locate Subcontractor				500									1	x	500		500
Traffic Control Subcontractor				900									1	x	900		900

Subtotal Reimbursables and Subconsultants: **\$14,624**

PREPARED BY:
 GeoEngineers, Inc.
 17425 NE Union Hill Road
 Redmond, WA 98052

Cross Check: 57928

Total Estimate: **\$57,926**

Exhibit E2 (Transpo Group) Sub-Consultant Cost Computations



Number / Project Name
Marysville 156-51-160

Pay rates are effective from July 8, 2017 through June 29, 2018, within the ranges shown in the attachment. Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Design Manager	Project Engineer	CAD	Admin
initials	BMT	RP	BK	MW	CLF
job title	Eng L6	Eng L6	Eng L4	Eng L2	PA L2
cost rate	\$54.88	\$54.88	\$43.85	\$35.72	\$28.08

Labor:

	Work Task					Hours	Cost	
1	Project Management	4				2	6	\$276
2	Existing and Future Volume Forecasts	16					16	\$878
3	Future Operations: 2 Scenarios	16		8			24	\$1,229
4	Concept Plans	4	4	12	32		52	\$2,108
5	Traffic Analysis Documentation	8			4		12	\$582
6							0	\$0
7	30% Design		8	10	32		50	\$2,021
8	Roadway Illumination		8	10	40		58	\$2,306
9	Design Report Documentation		2	8			10	\$461
10							0	\$0
11							0	\$0
12							0	\$0
13							0	\$0
14							0	\$0
15							0	\$0
16							0	\$0
17							0	\$0

Total Hours	48	22	48	108	2	228	
Labor Costs	\$2,634	\$1,207	\$2,105	\$3,858	\$56		\$9,860.32

Overhead	Rate	167.68%		\$16,533.78
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Fee (as a % of labor)	30.00%		\$2,958.10
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Miscellaneous Expenses:

	Item	Reimbursable Cost
1	Federal Express / Courier	\$0
2	Phone	\$0
3	Fax	\$0
4	Postage	\$0
5	Graphic supplies	\$0
6	Photography	\$0
7	Travel expenses (mileage)	\$0
8	Reproduction	\$0
9	Traffic counts	\$0
10	Traffic accident data	\$0
11	Spec. MPS model run	\$0
12	Transportation Concurrency Application	\$0
Total Reimbursable Expenses		\$0

Subconsultants:

	Firm	Subs Cost
1	Subconsultant A	\$0
2	Subconsultant B	\$0
3	Subconsultant C	\$0
4	Subconsultant D	\$0
5	Subconsultant E	\$0
Total Subconsultants		\$0

TOTAL ESTIMATE **\$29,353.00**

FIRM: UNIVERSAL FIELD SERVICES, INC.

Client: City of Marysville
 Project: 156th St NE, 51st Ave NE, 160th St NE
 Date: 12/9/2017

Prepared by: MLegei

Phase/Task Description	Project Oversight	Project Manager	Acquisition Specialist	Title / Escrow Specialist	Sr Admin Specialist	Mileage	UFS Labor
Labor:	Hourly Rates	\$58.00	\$50.00	\$42.00	\$42.00	\$30.00	\$0.535
10 - Right of Way Feasibility & Support							
a Team Coordination and Meetings	27.0	31.0	0.0	0.0	0.0	400.0	\$ 3,116.00
b Parcel / Ownership Research (25 ea)	3.0	3.0	0.0	8.0	4.0	0.0	\$ 780.00
c Property Owner Meetings (25 ea)	48.0	52.0	0.0	0.0	0.0	2,250.0	\$ 5,384.00
d Assessment of Right of Way Needs	12.0	10.0	0.0	0.0	0.0	360.0	\$ 1,196.00
e Preliminary Right of Way Acquisition Cost Estimate	20.0	32.0	0.0	4.0	2.0	200.0	\$ 2,988.00
f Preliminary Right of Way Acquisition Schedule	4.0	2.0	0.0	0.0	0.0	0.0	\$ 332.00
Subtotal	114.0	130.0	0.0	12.0	6.0	3,210.0	\$ 13,796.00
	Overhead	52.31%					\$ 7,216.69
	Fixed Fee	30.00%					\$ 4,138.80
TOTAL LABOR	6,612.0	6,500.0	0.0	504.0	180.0	3,210.0	\$25,151.49

DIRECT EXPENSE ITEMS:	Rate	Units	Quantity	COST
Mileage	\$0.535	3,210.0		\$1,717.35
Postage	at cost	N/A		\$100.00
Parking	at cost	N/A		\$100.00
Miscellaneous				\$300.00
TOTAL DIRECT EXPENSE ITEMS				\$2,217.35

SUBCONSULTANTS

Appraiser (Verbal Input) (4 hours at \$250 each) \$1,000.00
 2% Administrative (B&O taxes, etc.) \$20.00

SUBCONSULTANT TOTALS

\$1,020.00

TOTAL LABOR & DIRECT REIMBURSABLE EXPENSE ITEMS	\$28,388.84
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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: N/A

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- 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:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Otak, Inc.

whose address is

2731 Wetmore Avenue, Suite 402, Everett, WA 98201

and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the Marysville Public Works 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.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

Signature

Date

Agreement Number: _____

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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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.

Otak, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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 _____ * are accurate, complete, and current as of _____ **.

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

Firm: Otak, 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.

Agreement Number: N/A

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.

Agreement Number: N/A

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.

Agreement Number: N/A

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: N/A

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.

Agreement Number: N/A

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

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

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs 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.

Agreement Number: N/A