

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 11, 2021

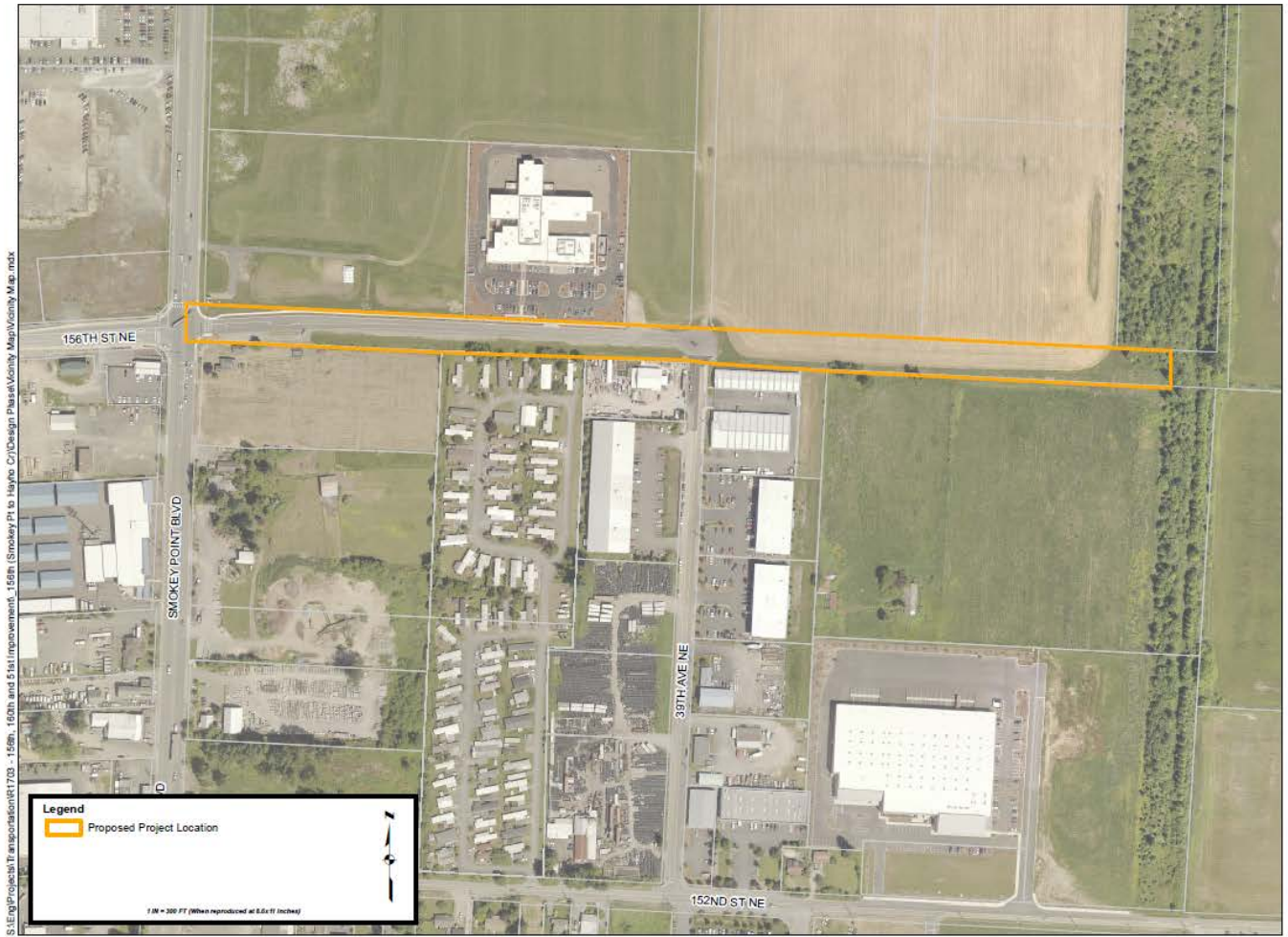
AGENDA ITEM:	
Professional Services Agreement with Otak, Inc. for Design for 156 th Street NE Improvements (Smokey Pt to Hayho Cr)	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	<i>KB for KN</i>
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Professional Services Agreement, Vicinity Map	
BUDGET CODE:	AMOUNT:
30500030.563000, R1703	\$270,658.00
SUMMARY:	

This project proposes to widen the remainder of 156th Street NE, between Smokey Point Blvd and west of Hayho Creek, from 3 lanes to 5 lanes to eliminate an existing bottleneck. The project will include an additional 2 travel lanes, curb and gutter, landscaping, sidewalk, stormwater conveyance, illumination, signage and pavement markings. The project will also include a shared use pathway on the north side of 156th Street NE to accommodate both bicyclists and pedestrians. Construction of this project will be partially funded by a federal grant and is slated for construction in 2023.

The attached Professional Services Agreement (PSA) will provide the City with design and federal permitting for the project. It is the staff's opinion that the negotiated fee of \$270,658.00 is fair and consistent with industry standard.

The scope of services included with the PSA demonstrates a clear and concise approach to complete the design and federal permitting of this project. Staff is confident that the City will be well served by Otak, Inc. as it relates to this project.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor or sign and execute the Professional Services Agreement for the 156 th Street NE Improvements (Smokey Pt to Hayho Cr) project with Otak, Inc. in the amount of \$270,658.00.
RECOMMENDED MOTION: I move to authorize the Mayor to sign and execute the agreement.



156TH STREET NE IMPROVEMENTS (SMOKEY PT TO HAYHO CR) - PROPOSED PROJECT LOCATION

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

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

- [Exhibit A](#) Scope of Work
- [Exhibit B](#) DBE Participation
- [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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com 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: Adam Benton
Agency: City of Marysville
Address: 80 Columbia Avenue
City: Marysville State: WA Zip: 98270
Email: abenton@marysvillewa.gov
Phone: 360 363-8283
Facsimile: 360 363-8284

If to CONSULTANT:

Name: Jeff Massie
Agency: Otak, Inc.
Address: 2828 Colby Ave. Suite 401
City: Everett State: WA Zip: 98201
Email: jeff.massie@otak.com
Phone: 425 739-4219
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: **Adam Benton**
Agency: **City of Marysville**
Address: **80 Columbia Avenue**
City: **Marysville** State: **WA** Zip: **98270**
Email: **abenton@marysvillewa.gov**
Phone: **360 363-8283**
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 or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, 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.

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of 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.

Exhibit A
Scope of Work

Project No.

See attached Exhibits A, A1, A2 and A3

Exhibit B
DBE Participation Plan

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

Not applicable

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD C3D 2020

B. Roadway Design Files

AutoCAD C3D 2020

C. Computer Aided Drafting Files

AutoCAD C3D 2020

D. Specify the Agency's Right to Review Product with the Consultant

See Attachments A, A1, A2 and A3

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Attachments A, A1, A2 and A3

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Attachments A, A1, A2 and A3

II. Any Other Electronic Files to Be Provided

See Attachments A, A1, A2 and A3

III. Methods to Electronically Exchange Data

E-mail, One Drive, or as otherwise arranged

A. Agency Software Suite

Microsoft

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

See Section III herein

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See attached Exhibits E1, E2, and E3

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.

Exhibit G

Certification Document

- 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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

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 _____

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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; o
- 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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* 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: _____

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.

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
-

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit A
City of Marysville
156th Street NE Widening
Smokey Point Boulevard to Hayho Creek

Otak #33342

December 17, 2020

Proposed services are the preparation of final design documents between Otak, Inc. (Consultant) and the City of Marysville (Client).

Project Understanding

The following scope of services task is to assist (Client) for the construction of the full buildout of 156th Street NE from 3 lanes to 5 lanes from Smokey Point Boulevard to west of Hayho Creek. The project will build out the south side of the roadway in order to remove a bottleneck along the arterial. The half-road widening improvement will include an additional 2 lanes, curb and gutter, landscape strip, sidewalk, stormwater conveyance, illumination, signage, and pavement markings. The sidewalk on the north side of the roadway will be widened to accommodate a multi-use pathway to accommodate both bicyclists and pedestrians.

The Otak team scope is to provide project management; review relevant project documentation; perform additional geotechnical investigation and analysis; update topographic mapping; perform utility coordination; environmental review and regulatory permit support; provide 30%, 75%, and 100% construction contract plans, specifications, and estimate for the civil, stormwater, structural, landscape, illumination and signal disciplines; acquire property rights; and provide support during contract bidding. The City of Marysville may consider engineering support services during the construction phase.

This City has obtained federal funding for the construction phase of the project.

General Assumptions:

- The real property subconsultant will have a limited role early on this project, restricted to the preparation of a preliminary true cost estimate and participation in team meetings, until the property rights needs are determined; the intent is to prepare an amendment at that time for the acquisition of property rights, including environmental site assessments
- Preconstruction Record of Survey, Right-of-way and Easement Legal Descriptions and Staking, is planned to be added with a contract amendment after the extent of project property rights needs are better determined
- An amendment to the professional services agreement is also intended to cover optional additional regulatory permit support after consultation with applicable agencies, and other services that are determined to be necessary to complete the preliminary engineering and right-of-way phases of the project

- Should the results of the Noise Analyses conducted by the subconsultant recommend a noise barrier wall will effectively mitigate future noise impacts, and the City agrees, the additional scope will be addressed in a professional services contract amendment
- The planter strip from Station 306+50 to 312+50 will be eliminated in order to avoid slope easements and retaining walls

Scope of Services

1. Project Management and Coordination

1.1. Coordination with the City of Marysville

- The project manager shall effectively communicate project scope, schedule, and budget items with the City Project Manager
- The project manager shall also coordinate with other applicable City staff as may be required
- Otak will facilitate a project kickoff meeting to review and discuss project goals and requirements, discuss coordination activities with the City, and to review the project summary schedule

1.2. Coordination of Subconsultants

- The project manager shall ensure the subconsultants provide deliverables at the level of quality and timeliness to assure the project progresses efficiently to accommodate the desired construction start date
- The project manager will communicate via phone, emails, and will include participation of subconsultants in biweekly action meetings as may be necessary
- Review and approval of subconsultant invoices

1.3. Project Monitoring and Reporting

- Preparation of a monthly progress report and a monthly billing statement
- Monitoring and controlling budget, expenditures, schedule and scope

Task 1 Deliverables:

- Other communication and memorialization primarily consisting of emails
- A high-level schedule showing tasks to be performed by each team member, expected task durations and interdependencies, and key milestones
- Progress reports and monthly invoices

Task 1 Assumptions:

- One (1) kickoff meeting with City and subconsultants
- Bi-monthly or monthly check-ins with the City Project Manager, and coordination with subconsultants, is limited to one year (may be supplemented later based on right-of-way scope and schedule additions)
- Design Coordination Meeting summaries as described under Task 5.1 will be made available to the City

2. Project Documentation and Field Review

2.1. Project Documentation and Field Review

- Take a field trip to confirm appropriate planter strip ground cover, understand connections to frontage improvements, and gain a better understanding of existing conditions not readily conveyed by survey mapping
- Review applicable elements of the 156th St. NE/160th St. NE/51st Ave. NE Design Report; review the design criteria memo therein and update as necessary
- Applicable developer as-builts and City GIS information and current development plans (ramps, driveway cuts, utility extensions, etc.)

Task 2 Assumptions:

- Otak will review 30% plans and design report previously prepared for the 156th St. NE/160th St. NE/51st Ave. NE project
- Review applicable and available development record drawings and reports
- Review GIS data
- City will provide private development CADD file (if available)
- Review Marysville current Engineering Design and Development Standards

3. Topographic Surveying/Mapping

3.1. Topographic Surveying and Mapping

- Otak will provide supplemental topographic surveying to make a comprehensive topographic base map and Triangulated Irregular Network (TIN) for final design
- Verify existing survey control and establish additional survey control as needed
- Contact the Washington Utility Notification Center's One-Call Center for mark-up of existing utilities and request maps
- Utilize public locates as much as possible to mark underground utilities within the project area; a private utility locator will be utilized if necessary to complete underground utility marks
- Otak shall use accepted field surveying techniques to collect, with the boundaries of the project, topographical and planimetric data including, but not limited to topography for existing drainage, striping, curbs sidewalks, driveways, ramps, face of buildings, structures, signal poles, pedestrian poles, controller cabinets, fences, utilities, rim/invert elevations and pipe sizes of inlets and manholes, ditches, trees of 6" DBH, and signs

3.2. Existing ROW and Boundary Resolution

- Perform research of existing records
- Recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the project
- Otak shall resolve ROW and/or property boundaries using accepted concepts and rationale

Task 3 Deliverables:

- PDF copies of existing surveys, plan, and other record data
- Updated topographic base map in AutoCAD 2018 format with a TIN generated surface

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- Resolved ROW and property lines in AutoCAD 2018 format

Task 3 Assumptions:

- The City will obtain rights of entry from adjacent property owners
- See General Assumptions on page 1



4. Design/Engineering

4.1. Design Coordination Meetings

- The Otak team will meet monthly or bimonthly (limited to 12 meetings) through the 75% design submittal and after to respond to review comments
- The meetings will be used to coordinate technical activities and property rights acquisition, and monitor and control project performance

4.2. Multi Use Path Alternatives Analysis

- Prepare a brief memorandum which analyzes two alternatives of placing a 12' wide multi-use path on the north side of 156th Street NE
- Two alternatives may include widening the existing sidewalk, and a curvilinear horizontal alignment; these will be depicted in schematic fashion
- A multi-criteria decision matrix will consist of analysis elements including qualitative opinion of the cost difference between alternatives, as well as landscaping, safety, function, illumination, property rights costs, and aesthetics considerations

4.3. Stormwater Site Plan Report

- Otak will prepare a Stormwater Site Plan Report for the project meeting current City of Marysville Stormwater Code
- The City has adopted the Department of Ecology Stormwater Management Manual for Western Washington (SWMMWW) as amended in 2014
- It is assumed that the report will also be prepared to comply with current 2019 Ecology SWMMWW.

- Stormwater minimum requirements, drainage basin delineations, supporting calculations, and a narrative for the Stormwater Pollution Prevention Plan (SWPPP) will be documented in the report
- The report sections will include, at a minimum:
 - Project Overview
 - Existing Conditions Summary
 - Proposed Conditions Summary
 - Off-site Analysis
 - Permanent Stormwater Control Plan
 - Construction Stormwater Pollution Prevention Plan

4.4. Preparation of Revised 30% Design Submittal

Civil

- Will revise the previously prepared 30% plan submittal sheets
 - The original 30% plans adjusted the horizontal alignment to the south in order to fit the roadway within the 90' wide right-of-way as much as practical
 - However, the plans will be adjusted to utilize the existing 156th Street NE north curb and gutter location in order to minimize demolition of the existing roadway
- Will take the lead on revising the 30% engineer's estimate, obtaining quantities and confirming unit prices by the other disciplines
- Will coordinate with other disciplines and subconsultants

4.5. Preparation of 75% Design Submittal

Civil

- Respond to 30% civil design comments, and take the lead on compiling responses to 30% review comments
- Lead the coordination between the design team and the property rights acquisition consultant
- Lead the preparation of the contract manual including specifications and proposal
- Lead the preparation of the engineer's estimate, updating quantities and unit prices provided by the other disciplines
- Advance design and details to 75%
- Coordinate with other disciplines and subconsultants

Stormwater

- Respond to 30% stormwater design comments
- Coordinate with civil engineer to advance stormwater design and details to 75%
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

Landscape

- Prepare 75% plans, specifications and construction cost estimates for planting and irrigation in the 5'-wide planter strip and any incidental roadside restoration within the construction limits

- Because the topsoil in this area is good for agricultural uses, Otak will plan to use existing topsoil as Type B topsoil for the project as much as practicable; this will include showing stockpile locations and preparing specifications for stockpiling, erosion control and weed control until the soil is placed in the planter strip
- Planting will be designed in accordance with Marysville Street Tree Standards, standard plan 3-504-001 including tree placement and root barrier requirements
- Further, in accordance with Marysville EDDS, and in consideration of existing street trees along the Smokey Pt. Blvd. to Hayho Creek section of 156th Street NE, large-canopy tree species will be selected for street tree planting
- Temporary drip irrigation design will include identifying a point of connection, controller and other system components
- Seventy five per cent-level plans will show tree locations and low maintenance groundcover for the planter strip
- The landscape plans will be coordinated with the demo and TESC plans for stripping and stockpiling of Type B topsoil; outline specifications for specials and a preliminary cost estimate will be included.
- Planting details including a typical section across the planting strip will show the extent of topsoil placement and root barriers
- A material schedule will identify the species, size and quantity of plant materials
- Special provisions will be prepared detailing Type B topsoil harvesting, the temporary drip irrigation system, root barrier and mulches
- Final quantities for topsoil, plants, mulches, irrigation components and root barrier will be included in the 60% engineer's estimate

4.6. Preparation of Final Design Submittal

Civil

- Respond to 90% civil design comments, and take the lead on compiling responses to 90% review comments
- Lead the coordination between the design team and the property rights acquisition consultant
- Lead the preparation of the contract manual including specifications and proposal
- Lead on the preparation of the engineer's estimate, updating quantities and unit prices provided by the other disciplines
- Advance design and details to final design level
- Coordinate with other disciplines and subconsultants

Stormwater

- Respond to 90% stormwater design comments
- Coordinate with civil engineer to advance stormwater design and details to the final level
- Update quantities and unit prices
- Provide applicable specifications for the contract manual

Landscape

- The Final Design Submittal will incorporate any modifications from City of Marysville review
- Final landscape plans will include the final locations of trees, and groundcover and include any modifications from City review

- Planting details including a typical section across the planting strip will show the extent of topsoil placement and root barriers
- A material schedule will identify the species, size and quantity of plant materials
- Specification specials will be prepared detailing Type B topsoil harvesting, a temporary drip irrigation system, root barrier and mulches
- Final quantities for topsoil, plants, mulches, irrigation components and root barrier will be included in the final construction cost estimate
- Final plant locations, sizes and quantities will be included on the plans
- The specification specials for landscape and irrigation items will be finalized and the final cost estimate updated to reflect any changes from 75%

Task 4 Deliverables:

- The construction contract plans are anticipated to be the below sheet list:

SHEET NO.	DWG NO.	DESCRIPTION		
GENERAL				
1	1.01	COVER SHEET AND VICINITY MAP		
2	1.02	SHEET INDEX		
3	1.03	LEGEND, ABBREVIATIONS, AND GENERAL NOTES		
4	1.04	EXISTING CONDITIONS PLAN		1"=20'
5	1.05	EXISTING CONDITIONS PLAN		1"=20'
6	1.06	EXISTING CONDITIONS PLAN		1"=20'
7	1.07	EXISTING CONDITIONS PLAN		1"=20'
8	1.08	EXISTING CONDITIONS PLAN		1"=20'
9	1.09	RIGHT-OF-WAY PLAN		1"=60'
10	1.10	RIGHT-OF-WAY PLAN		1"=60'
TESC AND DEMOLITION				
11	2.01	TESC AND DEMOLITION PLAN	DBL	1"=20'
12	2.02	TESC AND DEMOLITION PLAN	DBL	1"=20'
13	2.03	TESC AND DEMOLITION PLAN	DBL	1"=20'
ROADWAY AND GRADING				
14	3.01	ROADWAY PLAN AND PROFILE	P&P	1"=20'
15	3.02	ROADWAY PLAN AND PROFILE	P&P	1"=20'
16	3.03	ROADWAY PLAN AND PROFILE	P&P	1"=20'
17	3.04	ROADWAY PLAN AND PROFILE	P&P	1"=20'
18	3.05	ROADWAY PLAN AND PROFILE	P&P	1"=20'
19	3.06	ROADWAY PLAN AND PROFILE	P&P	1"=20'
20	3.50	ROADWAY SECTIONS AND DETAILS		
21	3.51	ROADWAY SECTIONS AND DETAILS		
22	3.51	CURB RETURN AND RAMP LAYOUT		
WALL				
23	7.01	WALL PLAN AND PROFILE		
24	7.50	WALL DETAILS		
LANDSCAPE				
25	8.01	LANDSCAPE PLAN	DBL	1"=20'
26	8.02	LANDSCAPE PLAN	DBL	1"=20'
27	8.03	LANDSCAPE PLAN	DBL	1"=20'
28	8.50	LANDSCAPE DETAILS		
SIGNING AND STRIPING				
29	9.01	SIGNING AND STRIPING PLAN	DBL	1"=20'
30	9.02	SIGNING AND STRIPING PLAN	DBL	1"=20'
31	9.03	SIGNING AND STRIPING PLAN	DBL	1"=20'
32	9.50	SIGN SCHEDULE		
ILLUMINATION				
33	10.01	ILLUMINATION GENERAL NOTES AND LEGEND		
34	10.02	ILLUMINATION PLAN		
35	10.03	ILLUMINATION PLAN		
36	10.15	ILLUMINATION PLAN		
37	10.50	ILLUMINATION DETAILS		
38	10.51	ILLUMINATION DETAILS		
TRAFFIC CONTROL				
39	11.01	TRAFFIC CONTROL PLAN		
TRAFFIC SIGNAL				
40	12.01	SIGNAL MODIFICATION PLAN (By The Transpo Group)		

- Otak will provide the City with DRAFT and FINAL copies of the Multi Use Path Alternatives technical memorandum
- DRAFT and FINAL copies of the Stormwater Technical Information Report
- Electronic copies of the 30%, 75%, and Final plans
- The 75% and Final specification submittals will be complete contract manuals in electronic file format
- Engineer estimate updates at 30%, 75%, and final design submittals in electronic file format
- Design coordination meeting summaries in electronic file format

Task 4 Assumptions:

- The City will provide plan, specification, and estimate (PS&E) comments as notations in electronic in compiled BlueBeam Revu PDF format
- The traffic control plans shall address both motorized and non-motorized traffic
- The City will furnish Otak a copy of their construction contract boilerplate Otak will incorporate comments from WSDOT from the 75% design submittal
- The geotechnical subconsultant will provide additional investigation and analysis to support the 75% retaining wall design
- Design team meetings will be conducted approximately every 2 to 4 weeks throughout the 75% design milestone, and a bit after to coordinate responses to 75% review comments
- It is assumed that the downstream stormwater conveyance system, and downstream regional stormwater ponds will have capacity for the new impervious area created from the project
 - The off-site analysis will be limited to calculating on-site and off-site flows to the downstream pipe, without analysis of the downstream system or design of stormwater facilities
 - On-Site Stormwater Management BMPs (e.g. pervious sidewalk, bioretention) are also assumed to be infeasible based on previous studies for the project location and not included in the design and report
- Wall type will be a contractor designed proprietary Structural Earth Wall in accordance with the WSDOT Standard Specifications, Bridge Design Manual and Geotechnical Design Manual
- Should the results of the noise analysis performed by the environmental subconsultant recommend the installation of a noise barrier wall, that is additional scope and fee that will be addressed in a contract amendment

Exhibit A1—Scope of Services

Client Name:	Otak		
Project Name:	Marysville 156th Street NE		
Exhibit Dated:	12/21/2020	TG:	20318.PR

Scope of Services

Transpo Group USA, Inc. (Transpo) will provide traffic engineering services to the Client for the design of traffic signal, and roadway illumination improvements associated with the proposed improvements to 156th Street NE in Marysville, Washington. Transpo proposes to prepare plans for construction, Special Provisions and an engineer's opinion of probable costs consistent with applicable City of Marysville standards.

Task 01—Traffic Signal Design

Transpo will prepare traffic signal plans, Electrical Special Provisions, and an engineer's opinion of cost for the modification of the existing traffic signal at the Smokey Point Blvd./156th Street NE intersection, per City of Marysville standards. The existing traffic signal system will be modified to incorporate the proposed widening of the westbound approach to five lanes. It is anticipated that these improvements would include relocating one Type 1 signal pole and one PB signal pole on the northeast corner of the intersection with associated wiring. It is anticipated that the traffic signal modification plan set would include the following plan sheets:

- Traffic Signal Plan at 1"=20' scale (1 sheet)
- Traffic Signal Field Termination Plan (1 sheet)

Task 02—Roadway Illumination Design

Transpo will prepare roadway illumination plans, Electrical Special Provisions, and an engineer's opinion of probable costs for improvements on 156th Street from Smokey Point Blvd. to the east terminus of the project. This is anticipated to include new lighting along approximately 600 feet of roadway frontage. Roadway illumination will be designed to meet current City of Marysville standards. Supporting light level calculations will also be prepared and submitted as required for City of Marysville plan approval. It is anticipated that the roadway illumination plan set would include the following plan sheets:

- Roadway Illumination Plans at 1"=40' scale (1 sheet)
- Off-Site Roadway Illumination Details (1 sheet)

Task 03—Traffic Volume Projection for Air/Noise Analysis

Transpo will provide traffic projections for air/noise analysis to be performed by others. This work will include utilizing traffic counts collected as part of the 2015 transportation element update, as well as the City's travel demand model, to forecast design year traffic volumes. This will include Average Annual Daily Traffic (AADT), truck percentages, and estimated delay experienced by vehicles using the Smokey Point Blvd./156th Street NE intersection. Transpo will prepare a short memo documenting the traffic projections.

Submittals

Submittals of the complete plan set, Special Provisions, and engineer's opinion of probable costs for the channelization and traffic signal improvements will be prepared to the 30-percent, ~~60-percent~~, 90-percent, and final completion levels. Comments from the Client and City of Marysville will be reflected in each submittal. ~~Four (4)~~ submittals are included in this scope of work. Should additional revisions and/or

Three (3)

75

submittals be required for approval, beyond the three anticipated, this may constitute extra services necessitating a change to the scope of services, fee projection, and/or schedule.

Assumptions

Transpo is entitled to rely upon the completeness and accuracy of information and services furnished by the Client and their representatives.

The Client shall provide the following information and/or services to Transpo:

1. Right-of-way acquisitions, easements, and/or legal descriptions if required.
2. Electronic and hard copies of the final roadway basemaps and plans, including existing and proposed features in an AutoCAD format. Topographic survey basemaps within the project limits shall include an as-built of existing roadway features and proposed features including overhead and underground utilities, structures, ditches, roadway centerline with stationing, and right-of-way and easement boundaries. Transpo shall provide direction to the Client as to the extents of survey needs to fulfill City of Marysville requirements. Topographic survey information shall be provided to Transpo in an AutoCAD format.

Task: Environmental & Permitting

The Consultant will provide environmental services to the City of Marysville (City) to support compliance with National Environmental Protection Act (NEPA) and State Environmental Protection Act (SEPA) requirements for the 156th Street Improvements Project. For the purposes of this scope and budget, it is assumed that a Documented Categorical Exclusion (DCE) is the appropriate level of NEPA documentation. The DCE shall be completed per the guidance and requirements in the FHWA Environmental Impact Related Procedures (23 CFR 771) and WSDOT's Environmental Manual, along with the technical reports described below. Prior to commencement of work on the project, the scope and level of documentation for each discipline area will be confirmed by the City and WSDOT.

1 Environmental Analysis

1.1 Agency Coordination

The Consultant will coordinate with the City and WSDOT Local Programs staff to determine the appropriate approach for environmental review and documentation. For the purposes of scoping, assumptions of levels of effort have been made in the tasks outlined below. These assumptions will be discussed with WSDOT to confirm the approach. After the Consultant has documented the existing conditions of the project site, and prior to completing the impact analyses, the team will again coordinate with WSDOT staff to confirm the original assumptions for project approach. As part of this task, the Consultant will attend two virtual meetings with City and WSDOT staff.

1.2 Air Quality Technical Memorandum

The Consultant will prepare an Air Quality/Greenhouse Gas Technical Memorandum (AQ/GHG TM) for the Marysville 156th Street Improvements. The AQ/GHG TM will describe the existing air quality and regulatory environment, evaluate the project's air quality and GHG effects and impacts for the proposed build alternative and the no build alternative, and identify project mitigation measures (if necessary). The AQ/GHG TM will be consistent with Chapter 425 of WSDOT's Environmental Manual and with WSDOT's Air Quality Checklist as well as NEPA air quality and GHG guidance and Puget Sound Clean Air Agency (PSCAA) policies and requirements.

The Consultant will estimate operational Criteria Air Pollutant emissions and GHG emissions based on data provided by the traffic study using the MOVES 2014 model, AP-42, CalEEMod or similar approach. Snohomish County has been designated a federal maintenance area for carbon monoxide (CO). If determined necessary through consultation with PSCAA and WSDOT's Environmental Services Office, the Consultant will model "hot spots" for CO using guidance developed by the Federal Highway Administration (FHWA).

If CO modeling is needed, the Consultant will model existing conditions, the "project opening" year, and a "20 years after opening" horizon year scenario. The project team will first use the U.S. EPA's MOVES 2014 model to estimate grams per mile emission rates for each scenario. We will then use EPA's

CAL3QHC or CALINE model to estimate the ambient concentrations of each pollutant at sensitive receptors near the project corridor. If the results indicate possible violations of the national CO standard, the Consultant will identify measures to mitigate those effects if necessary.

ESA will also evaluate the project's emissions of mobile source air toxics (MSATs). For the MSAT analysis, we will conduct a qualitative evaluation using guidance provided by WSDOT and FHWA. MSATs will be addressed in the AQTRs.

Assumptions:

- It is assumed the Project will not need a conformity analysis. If a conformity analysis is determined to be required by WSDOT or any reviewing agency, it will be done as an additional task and with additional budget under a separate proposal.

1.3 Noise Technical Memorandum

The Consultant will prepare a Noise Technical Memorandum (NTM) to document the potential effects of traffic noise from the Marysville 156th Street NE Corridor Improvements on surrounding noise sensitive land uses in accordance with Title 23 Code of Federal Regulations Part 772 "Procedures for Abatement of Highway Traffic Noise and Construction Noise," and the WSDOT Traffic Noise Policy and Procedures (March 2020). The NTM will describe the existing noise and regulatory environment, evaluate existing and future traffic noise levels with and without (no-build) the proposed project, and identify project abatement as necessary.

The Consultant will conduct remote and on-site reconnaissance of the project corridor area to identify and "ground truth" existing land uses and locate noise sensitive uses that have the potential to be impacted by project-related traffic noise. Immediately following the on-site reconnaissance, the Consultant will complete noise measurements at one to two locations using a precision sound level meter (SLM). Measurement locations within the project limits will be coordinated and agreed upon by the consultant team, WSDOT and the City. At each measurement location, the Consultant will collect a series of 15-minute measurements (or longer if necessary, as determined through coordination with the consultant team, WSDOT and the City) and will simultaneously collect traffic data, including vehicle counts, fleet mix, and vehicle speeds. This information will be used along with the existing roadway geometry and topography as input into the FHWA's Traffic Noise Model (TNM) for the purpose of model validation.

Once validated, the TNM will be used to predict existing and future (both with and without the proposed improvements) traffic noise levels at all noise sensitive land uses identified within the project limits. Noise abatement will be evaluated for any noise sensitive land use predicted to experience a future build, design year traffic noise level that approaches, meets, or exceeds the FHWA Noise Abatement Criteria (NAC) in accordance with 23 CFR Part 772 and the WSDOT Traffic Noise Policy and Procedures.

The results of the noise measurements and TNM impact assessment and abatement evaluation/recommendations will be documented in the NTR.

Assumptions:

- It is assumed that WSDOT will review and approve the analysis approach prior to the commencement of the modeling efforts. If WSDOT requires a substantially different approach than that outlined here, a scope and budget amendment may be necessary.

1.4 Cultural Resources Assessment

The Consultant will assist the City with Cultural Resources tasks consistent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation in support of fulfillment of the requirements of Section 106 of the National Historic Preservation Act. The Consultant shall prepare an area of potential effect (APE) for approval by FHWA/WSDOT, Washington State Department of Historic and Archaeological Preservation (DAHP) and the Tribes.

The Consultant shall conduct a literature review, to include environmental, ethnographic and historic context to identify existing and potential for encountering historic and archaeological resources (collectively known as "historic properties") within the APE. Previous studies and surveys completed within the project area will be reviewed and incorporated as appropriate.

The Consultant shall conduct pedestrian survey and subsurface probing by hand to include up to 12 shovel probes within the APE to identify the potential for archaeological resources. The results of the survey will be used in conjunction with the literature review (including ethnographic and historic resources), an analysis of geotechnical, geological, and soils data, and a study of archaeological surveys previously conducted in the vicinity, to determine the potential for archaeological resources. The Consultant will prepare an Inadvertent Discovery Plan for use during construction activities.

Identified historic properties will be evaluated in accordance with the requirements of 36 CFR 800.4 for the design under consideration.

The Consultant will incorporate the findings of the background literature review and the field survey in a Cultural Resources Assessment in compliance with Section 106 of the National Historic Preservation Act. Draft and Final versions of the report will be provided to WSDOT for submission to DAHP and the Tribes.

Assumptions:

- FHWA/WSDOT will conduct all government-to-government consultation with tribal governments.
- This scope assumes the archaeological survey will result in negative findings (no prehistoric or historic archaeological sites or isolates will be found).
- The scope assumes no historic-aged built environment resources will be recorded on HPI Forms at this time. Recording of historic-aged resources, including historic districts, would be completed in a subsequent phase of the project and scoped separately.
- The archaeological survey will not include subsurface survey at this time. It is assumed that any subsurface survey required, as confirmed by WSDOT, would be completed in a subsequent phase of the project and scoped separately.

- If there are historic properties adversely affected by the project, then WSDOT will consult with the SHPO to resolve the adverse effects. Tribes will also be party to these negotiations if prehistoric archaeological resources are involved. The Consultant will assist by providing technical information as needed by the parties. Implementation of the mitigation measures will be scoped separately.

1.5 Environmental Justice Technical Memorandum

An Environmental Justice (EJ) Technical Memorandum will be prepared to analyze the project effects on human populations in compliance with Chapter 458 of the WSDOT Environmental Manual in support of the NEPA documentation. The analysis will cover the social, economic, and environmental justice effects of the proposed roadway improvements. This analysis will identify whether the project could result in potentially disproportionately high and adverse effects on minority, low-income and/or Limited English Proficiency (LEP) populations.

Assumptions:

- This scope assumes no significant impacts to EJ populations will be identified. If significant impacts are identified and WSDOT requires further analysis to mitigate for those impacts, a scope and budget amendment may be necessary.

1.6 Critical Areas Report

Previous environmental documents and permit applications have been prepared for the project site and the surrounding area, with the most recent critical areas review occurring in Summer 2018.

Development along the project corridor warrants additional study to confirm changes to critical areas located within the project area have not occurred; however, previous documentation will be reviewed and incorporated by reference wherever applicable.

The Consultant will identify and delineate wetlands, streams, and ditches located within 100 feet of the project area. The field investigation will be completed consistent with City of Marysville requirements for critical areas assessments (Marysville Municipal Code [MMC] 22E.010), as well as U.S. Corps of Engineers and Washington Department of Ecology wetland delineation standards. If found, wetland and stream boundaries on the property will be flagged in the field and recorded using a tablet GPS, with data sheets and wetland rating forms completed.

For all wetlands, streams and ditches identified within the project area, the Consultant will prepare a Critical Areas Report (CAR) consistent with City of Marysville requirements. The report will describe the standard buffer areas for wetlands and streams, and will provide an initial discussion of other regulatory implications of MMC 22E.010.140 and 22E.010.240.

Assumptions:

- The site map depicting wetland and stream areas and associated standard buffers will be developed with GPS data collected in the field; or with professional land survey data of flag locations collected by others and provided by City of Marysville or design team.

- Evaluation of critical areas will be limited to wetlands, streams, and other FWHCAs.
- Preparation of a Biological Assessment (BA) for Endangered Species Act compliance is not included in this scope. A BA will be completed in a subsequent phase of the project, after consultation with WSDOT, under a separate scope and budget.
- A Mitigation Plan to identify avoidance, minimization and mitigation measures is not included as part of this scope. If impacts to critical areas are identified, a mitigation plan will be completed in a subsequent phase of the project under a separate scope and budget.

1.7 NEPA Documented Categorical Exclusion

The Consultant will prepare a DCE for the project to document compliance with NEPA. The CE Checklist is the WSDOT-approved format. The CE Checklist shall be completed per the guidance and requirements in the WSDOT Environmental Procedures Manual. The Consultant shall complete the CE Checklist using existing information from the technical reports completed for the project (described above), the project design plans, and other available information. Areas of the environment that are not covered in the tasks above are assumed to be covered sufficiently within the text of the CE Checklist (e.g., hazardous materials, land use, Section 4(f), visual resources). After approval by the City, the Consultant will electronically submit the CE Checklist and all supporting documentation to WSDOT for review and approval via the ERS-ECS database.

Assumption:

- It is assumed that a CE Checklist is the appropriate environmental classification for this project. This scope of work will need to be amended if WSDOT determines that the project requires a different classification of documentation, or additional technical memoranda, to satisfy NEPA.

1.8 Prepare State Environmental Policy Act (SEPA) Notice of Adoption

The Consultant will build upon the NEPA tasks to make sure the project is also compliant with the State Environmental Policy Act (SEPA) (WAC 197-11) and local regulations. For the purposes of this scope and budget, it is assumed the local jurisdiction will choose to adopt the NEPA document (WAC 197-11-610) to satisfy the SEPA requirements. In this case, the local jurisdiction will issue a Notice of Determination and an Adoption of Existing Environmental Document form (WAC 197-11-630). Preparation of SEPA documentation is not anticipated to require any new technical reports.



Exhibit A3
Scope of Work for Right of Way Services
City of Marysville

Perform preliminary real estate functions required to analyze real property interests along, on behalf of The City of Marysville for the Marysville 156th St. NE Project #33342.

Tasks include, but are not limited to:

- Prepare preliminary True Cost Estimate in anticipation of Appraisal Waiver process.
- Attend up to 12 meetings during preliminary design phase.
- Acquisition and Relocation Services, appraisal and appraisal review are not included in this scope of work. A supplement will be required to complete acquisition services to standards required by WsDot LAG manual.

Project includes right of entry for up to 8 parcels, owned by 8 property owners.

Budget includes:

Appraisals – 0 @ \$3500 = \$0; Appraisal Reviews - 0 @ \$1200 = \$0; True Cost Estimate, Rights of Entry and supporting Right of Way Tasks - \$6082; Reimbursable expenses at standard govt. approved rates such as mileage and expedited postage - \$270.

Total Contract is not to exceed - \$6352.

156th ST NE, SMOKEY POINT BOULEVARD TO HAYHO CREEK

Otak Project # 033342.000

Task	Description	Civil				Stormwater	Landscape Architecture		Survey			Admin	Total Hours	Total Budget by Task			
		Sr. PIC/Sr. PM Civil	Civil Engineer IX	Civil Engineer X	Civil Engineer VII	Engineer Technician IV	Civil Engineer VIII	Engineering Designer IV	Landscape Architect VI	Landscape Architect II	PLS IV	Survey Office Tech III			Survey Crew Chief III	Survey Field Tech III	Project Coordinator
1.0	Project Management and Coordination																
1.1	Coordination with the City of Marysville		24													24	\$4,084
1.2	Coordination of Subconsultants		24													24	\$4,084
1.3	Project Monitoring and Reporting		24											24		48	\$6,469
2.0	Project Documentation Review																
2.1	Project Documentation and Field Review		4	2	4		2	4								16	\$2,396
3.0	Topographic Surveying/Mapping																
3.1	Topographic Surveying and Mapping		2	2	4						8	54	46	46		162	\$16,897
3.2	Existing ROW and Boundary Resolution		4	2							18		24	24		72	\$8,956
4.0	Utility Coordination																
4.1	Coordination Activities																
4.2	Coordination/Meetings with Utilities																
4.0	Design/Engineering																
4.1	Design Coordination Meetings (Assume 12 24 Meetings)		24	12	12		2	4			4					58	\$9,592
4.2	Multi Use Path Alternatives Tech Memo		4	8	16	8								4		40	\$5,603
4.3	Stormwater Site Plan Report		2				8	48								58	\$6,706
4.4	Preparation of 30% Design Submittal		8	32	80	56								4		180	\$24,250
4.5	Preparation of 75% Design Submittal	4	8	40	90	50	8	32	20	64				8		324	\$42,528
4.6	Preparation of Final Design Submittal	2	8	32	60	40	4	16	16	36				8		222	\$29,375
6.0	Bid Support																
6.1	Bid Support																
	<i>Total Hours</i>	6	136	130	266	154	24	104	36	100	30	54	70	70	48	1,228	
	<i>Billing Rate</i>	\$279.76	\$170.18	\$187.51	\$146.29	\$85.50	\$168.69	\$104.50	\$148.51	\$103.86	\$186.61	\$100.00	\$117.99	\$71.22	\$99.36		
	Total Labor Cost	\$1,679	\$23,144	\$24,376	\$38,913	\$13,167	\$4,049	\$10,868	\$5,346	\$10,386	\$5,598	\$5,400	\$8,259	\$4,985	\$4,769		\$160,939
	<i>General Expenses (utility locates, reproduction, travel</i>																\$3,500
	<i>The Transpo Group - Signal Modification and Illumination</i>																\$17,514
	Total Design																\$181,953
	<i>Environmental Review and Regulatory Permit Support (Exhibit E3)</i>																\$82,353
	<i>Contract Land Services - Right-of-way and Easement</i>																\$6,352
	Grand Total																\$270,658

Exhibit E1

Transpo Group USA, Inc.

Cost Estimate Worksheet



Number / Project Name
1.20318.00/Marysville 156th Street NE

Pay rates are effective from September 26, 2020 through June 25, 2021, 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	Project Engineer	CAD	Operations Engineer	Project Admin
initials	RP	JKHC	VM	FL	AMC
job title	Assoc Prin L6	Eng L4	Eng L1	Eng L3	PA L4
cost rate	\$68.03	\$46.73	\$31.73	\$40.14	\$47.79

Labor:

	Work Task					Hours	Cost
1	Traffic Signal Design					0	\$0
2	--30% Design	4	2	8		18	\$811
3	--60% Design	4	4	8		16	\$713
4	--90% Design	2	4	8		14	\$577
5	--Final Design	2	2	4		8	\$356
6	Roadway Illumination Design					0	\$0
7	--30% Design	4	6	16		26	\$1,060
8	--60% Design	4	4	16		24	\$967
9	--90% Design	2	4	12		18	\$704
10	--Final Design	2	2	6		10	\$420
11	Traffic Volume Projection for Air/Noise Analysis				12	12	\$482
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0

Total Hours	24	28	78	12	4	146	
Labor Costs	\$1,633	\$1,308	\$2,475	\$482	\$191		\$6,088.94

Overhead	Rate	157.63%					\$9,598.00
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Fee (as a % of labor)	30.00%						\$1,826.68
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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
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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
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TOTAL ESTIMATE	\$17,514.00
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Exhibit E2

ESA Labor Detail and Expense Summary
 Marysville 156th Street Improvements
 December 22, 2020

Task #	Task Name/Description	Raw Rate	Employee Name																	Labor Subtotal	Hours				
			Role																						
			Classification																						
S.Graham Project Manager	C.Schneider Deputy PM/Cultural	C.Lockwood Cultural Director	K.Wilson Cultural Historian	B.Hoyt Cultural Field Tech	M.Metz Cultural Field Tech	L.Adolfson Sr Tech Review	P.Lawson Sr Biologist	S.Olmsted Biologist	A.Greenberg CAD	M.Mulbarger Noise	A.Brophy Field Tech	M.Remmen Associate	C.Easter Sr Noise/AQ	S.Patterson Air Qual	B.Setzler Air Qual	B.Sewell Air Qual	P.Carr Editor	M.McCart GIS/ Graphics	S.Bjork Project Administrator						
Managing Associate II	Associate II	Director II	Senior Associate II	Senior Associate II	Associate II	Director III	Managing Associate III	Managing Associate II	Managing Associate II	Managing Associate II	Associate I	Associate I	Director III	Senior Associate II	Associate II	Associate I	Managing Associate II	Associate II	Project Technician III						
1	Environmental Analysis		\$50.64	\$30.55	\$63.02	\$40.66	\$39.36	\$29.86	\$71.94	\$53.47	\$44.84	\$44.13	\$52.73	\$30.99	\$28.01	\$73.21	\$43.99	\$27.50	\$28.92	\$51.15	\$31.49	\$38.47			
1.1	Agency Coordination			8	8																		\$ -	-	
1.2	Air Quality Tech Memo			2	4																		\$ 650	16	
1.3	Noise Tech Memo			2	4								80	30	30								2	\$ 6,446	184
1.4	Cultural Resources Assessment			2	42	9	1	14	6														2	\$ 6,289	148
1.5	EJ Tech Memo			8	4										20								2	\$ 3,256	88
1.6	Critical Areas Report			4	2					2													2	\$ 1,164	34
1.7	NEPA DCE			42	20					8													2	\$ 3,758	98
1.8	SEPA NOA			8	4					2													2	\$ 3,390	72
																							2	\$ 748	16
																							\$ -	-	
	Total Hours		76	88	9	1	14	6	12	-	24	16	80	70	50	16	24	80	48	8	20	14		656	
	Subtotals - Labor Costs		\$ 3,849	\$ 2,688	\$ 567	\$ 41	\$ 551	\$ 179	\$ 863	\$ -	\$ 1,076	\$ 706	\$ 4,218	\$ 2,169	\$ 1,401	\$ 1,171	\$ 1,056	\$ 2,200	\$ 1,388	\$ 409	\$ 630	\$ 539	\$ 25,702		
	Percent of Effort - Labor Hours Only		11.6%	13.4%	1.4%	0.2%	2.1%	0.9%	1.8%	0.0%	3.7%	2.4%	12.2%	10.7%	7.6%	2.4%	3.7%	12.2%	7.3%	1.2%	3.0%	2.1%		100.0%	
	Percent of Effort - Total Project Cost		4.7%	3.3%	0.7%	0.0%	0.7%	0.2%	1.0%	0.0%	1.3%	0.9%	5.1%	2.6%	1.7%	1.4%	1.3%	2.7%	1.7%	0.5%	0.8%	0.7%			

ESA Raw Labor Costs		\$ 25,702
OH	188.15%	\$ 48,358
Fee on DL+ OH	10.0%	\$ 7,406
Total Labor		\$ 81,465.27
ESA Non-Labor Expenses		
Reimbursable Expenses		\$ 463
ESA Equipment Usage		\$ 425
Subtotal ESA Non-Labor Expenses		\$ 888

TOTAL PROJECT PRICE **\$ 82,353.27**

Exhibit E3

City of Marysville



Contract Land Staff, LLC

Work Element #	Work Element	1	2	3	4	5	CLC	CLC	% of
		Principal in Charge	Project Manager	Sr. Acquisition Agent	Acquisition Agent	Project Support Staff			
		rates:	\$187.00	\$164.00	\$129.00	\$109.00	\$87.00		
		Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total hrs	Total \$	Total Hours
9.0	Right-of-Way Coordination/Contract Management	4	2				6	\$1,076	15.79%
9.1	True Cost Estimate/Right of Way Plan	2	10				12	\$2,014	31.58%
9.2	Appraisal and Appraisal Review Coordination								
9.3	Title review and Escrow coordination								
9.4	Rights of Entry								
9.5	Negotiations/Acquisitions								
9.6	Project Certification/Closeout								
9.7	Team meetings	2	12	2	2	2	20	\$2,992	52.63%
9.8									
9.9									
10.0									
	Work Element 9.0 Total	8	24	2	2	2	38	\$6,082	100.00%
	EXPENSES							\$270	
	PROJECT WORK ELEMENTS TOTALS	8	24	2	2	2	38	\$6,352	100.00%