Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: PW 3829-001

Firm/Organization Legal Name (do not use dba's):		
David Evans and Associates, Inc.		
Address	Federal Aid Number	
365 - 118th Ave SE - Suite 100 - Bellevue, WA 98005	BRM-2776(010)	
UBI Number	Federal TIN or SSN Number	
602-507-862	68-0607809	
Execution Date	Completion Date	
November 13, 2024	December 31, 2027	
1099 Form Required	Federal Participation	
Yes No	Yes No	
Project Title		
Merrill & Ring Bridge Replacement		
Description of Work		
See attachement, "Exhibit A - Merrill Ring Bridge Replacement Project - Draft Scope of Work"		
	1	
Yes No DBE Participation	Total Amount Authorized: \$3,924,383	
Yes Vo MBE Participation	Management Reserve Fund: \$100,000	
Yes I No WBE Participation	Maximum Amount Payable: \$4,024,383	
Yes Vo SBE Participation		

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 City of Everett and David Evans and Associates, Inc. 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 absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

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

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

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

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

If to AGENCY: Name: Tom Hood, PE Agency: City of Everett Address: 3200 Cedar Street City: Everett State: WA Zip: 98201 Email: thood@everettwa.gov Phone: 425-257-8809 Facsimile: NA If to CONSULTANT: Name: Khashayar Nikzad, PE Agency: David Evans and Associates, Inc. Address: 365- 118th Ave SE- Suite 100 City: Bellevue State: WA Zip: 98201 Email: Kash.Nikzad@deainc.com Phone: 425-453-5545 Facsimile: NA

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 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.

Payment Provisions V.

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

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

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

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

- 4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
- 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
- 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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

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

VIII. Nondiscrimination

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)

- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 et. seq.)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

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

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

X. Changes of Work

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

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties 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 of the State of Washington, situated in the county 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 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' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers or vendors, of any tier, or any other persons for whom the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

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

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

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

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

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

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 subconsultant 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: Tom Hood, PE Agency: City of Everett Address: 3200 Cedar Street City: Everett State: WA Zip: 98201 Email: thood@everettwa.gov Phone: 425-257-8809 Facsimile: NA

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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 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, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, 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.

CITY OF EVERETT

8		11/18/2024
Signature	Cassie Franklin, Mayor	Date
DAVID EVAN	NS AND ASSOCIATES, INC.	
RZ		11/18/2024
Signature	Khashayar Nikzad, PE	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. PW 3289

Please see attached.



Exhibit A SCOPE OF WORK

Background:

This project will replace the existing City of Everett's (City) Merrill & Ring Bridge (SID 08560600) in Mukilteo Boulevard corridor with a new multi-span bridge.

The Merrill & Ring (M&R) Bridge was built in 1931 and was widened in 1980. The bridge serves as a vital link in a chain of three bridges that provide the only access to neighborhoods located along Mukilteo Boulevard, an NHS route between the cities of Everett and Mukilteo. The other two bridge are Maple Heights (SID 08560500) and Edgewater (SID 08559300). Both bridges received funding from Local Bridge Program to eliminate their deficiencies. The Maple Heights Bridge deficiencies have recently been eliminated through a seismic upgrade and the Edgewater Bridge deficiencies are being eliminated through a full replacement that is currently under construction.

Mukilteo Boulevard traverses deep ravines and winds along steep hillsides and is the only access to the neighborhoods along its length. It also serves over 6000 vehicles per day in its load restricted condition. If any two of these three bridge were to fail during a seismic event there is no other access to the areas isolated by the bridge failures.

The M&R Bridge is a steel deck truss that has been widened by adding two additional matching deck trusses, one on each side of the original deck truss girders, to support the wider deck and sidewalks. These new trusses have provided additional load paths for structural redundancy. Significant effort and money have been expended in keeping the structure in service, but widespread steel deterioration caused by a leaking deck have made a replacement project necessary.

The engineering analyses has revealed that the bridge has less capacity than previously thought due to widespread corrosion deterioration in critical locations of floor beam splices. The load rating report shows that it is deficient for all analyzed loading and the current Sufficiency Rating is 21.68 SD.

Furthermore, the bridge was also evaluated for seismic vulnerability and the analysis shows that the bridge is deficient in shear and flexural capacities on its interior columns and has deficient interior truss diagonal members. These deficiencies may cause a superstructure and/or substructure failure during a large seismic event.

Replacement alignment/ s of the existing bridge will be based on considerations of the environmental process determinations, right-of-way, mobility of traffic and other City-desired goals that will be determined during the important Type, Size, & Location (TS&L) investigation phase of the project.

The work will include project management inclusive of project scoping, multi-agency coordination, utility coordination, and preliminary design, final design, and construction phases.

It is assumed that the City will lead the Right-of-Way activities.

The City, at its discretion, may elect to amend the consultant's contract to include partial or full construction engineering services, which may include construction phase engineering support and inspection for federally funded projects.

Initial Scope Summary:

- 1. Project Management
- 2. Surveying
- 3. Geotechnical Engineering & Report
- 4. Environmental Permitting
- 5. Bridge Aesthetics
- 6. Utility Coordination
- 7. Constructability Review, Construction Schedule & Estimation
- 8. Traffic Control
- 9. Illumination & Signage
- 10. Community Outreach
- 11. Right of Way Support
- 12. Civil, Roadway & Drainage Design
- 13. Structural Design
- 14. Bidding Phase Support
- 15. Construction Phase Support

Future Possible Scope (Optional Work), at City's discretion:

Construction Management

Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments of the following guidelines and documents:

- AASHTO 2001, "A Policy of Geometric Design of Highways and Streets"
- Washington State Department of Transportation, "Standard Specifications for Road and Bridge Construction"
- Washington State Department of Transportation, "Design Manual"
- Washington State Department of Transportation, "Bridge Design Manual"
- AASHTO LRFD Bridge Design Specifications Ninth Edition

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- Washington State Department of Transportation, "Materials Laboratory Outline"
- Washington State Department of Transportation, "Construction Manual"
- Washington State Department of Transportation, "Local Agency Guidelines"
- Highway Research Board's Manual entitled "Highway Capacity"
- CONSULTANT and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways"
- Standard drawings prepared by City shall be used as a guide in all cases where they fit design conditions.
- AASHTO "Guide for the Development of Bicycle Facilities"
- WSDOT Highway Runoff Manual
- WSDOT Hydraulics Manual

WORK ELEMENT 1 PROJECT MANAGEMENT

This work element includes administration of the contract between the CONSULTANT and the City, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

- Project Schedule Updating
- Meetings and Meeting Minutes approximately 17 team meetings is assumed for the duration of the design activities
- Monthly Progress Reports, and Invoicing. Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.
- Design Team Management:
 - a. Schedule and coordinate with design team.
 - b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
 - c. Prepare, monitor, and update project schedule. Monitor project budget.
 - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
 - e. Maintain regular informal contact telephone discussions, and electronic mail.
 - f. Obtain, with assistance from the City, rights of entry necessary for geotechnical studies, etc.

Deliverables:

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule

WORK ELEMENT 2 SURVEYING

This Work Element will be provided by Furtado & Associates (Furtado) to provide topographic survey and engineering basemaps of the existing Merrill & Ring Bridge and its surroundings, including survey of wetland flagging placed for Ordinary High-Water Mark (OHWM) of the Ck and topo mapping of the ravine below it. Please see the Surveying Limits Exhibits, included herein for a depiction of the limits.

The east-west project limits along W. Mukilteo Blvd. will begin 150' southwesterly of the bridge structure and continue 110' beyond the northeasterly end of the bridge structure. The limits include the intersections with Mukilteo Ln. and Shore Ave.

Above the ravine mapping will be to full Right-of-Way from Mukilteo Ln. to the top of the ravine and from Shore Ave to the top of the ravine. The limits include the top of bridge from barrier edge to barrier edge.

The survey team anticipates using a 3D terrestrial scanner for mapping the roadways and the underside of the bridge structure.

2.1 Project Management/ QA/QC

This task includes the survey project management, administrative duties, and quality control proper for a project of this kind, complexity and need of coordination. The survey team will assign a Survey Project Manager and a Survey Quality Leader for this project. The Survey Quality Leader will provide a QC or QA role to support the Survey Project Manager for appropriate delivery packages.

2.2 Surveying

2.2.1 Survey Control

This task includes the establishment of survey control for the project, including the recovery of relevant existing survey control, as required for the project. Typically, survey control will be comprised of both found and set control marks including any available local monuments in immediate proximity of the project limits. This survey control is established to support the mapping and ROW calculation effort and future phases of the project.

- The horizontal datum for this project will be NAD83/2011(Epoch2010.0), Washington State Plane, North Zone, using the unit of USFT.
- The vertical datum for the survey work shall reference NAVD88, using the unit of USFT.

The field surveying and mapping required for this specific effort consists of an overall aerial of the site and a north survey limits or south survey limits (see the Surveying Limits Exhibits). An aerial raster image will be collected from a publicly available aerial project or via collection using sUAS as shown in the exhibit below.

Rights of entry (ROE) will be provided by the City of Everett for the consultant's reasonable and efficient access.

The topographic field surveying and mapping required for this specific effort consists of approx. 1,750 linear feet along W. Mukilteo Blvd. Furtado shall locate and map visible features necessary for the creation of a basemap to support engineering design. Items to be included:

- Topographic and planimetric features, including channelization
- Edge of pavement, gravel, concrete, grass, landscaping, etc
- Curb and sidewalk, including curb cuts and ADA ramps
- Street signs and traffic signal appurtenances
- Trees 6" or greater DBH, marked with ribbon once surveyed, with mapping of the edges of significant vegetation or approximate drip line diameter
- Walls, rockeries, and fences (to the degree accessible, therefore the face of such features may be mapped)
- Sufficient ground elevations and breaklines will be surveyed to generate a digital terrain model (DTM) at a one-foot contour interval
- Visible and apparent surface improvements situated within the described survey limits
- Bridge abutment as-builts and soffit elevations at keypoints
- Ravine mapping will extend approximately 100-feet northerly and southerly of the bridge face and will be 25-feet each side of the center of the ravine. The limits include mapping directly below the bridge from bridge abutment to bridge abutment, if accessible.
- Survey of up to sixty (60) Ordinary High-Water Mark flags, set by others, the location of which may extend 100-feet southerly and northerly of the bridge face.
- Surveyed position of up to five (5) geotechnical exploration boring locations for PH1 & PH2
- Follow-up focused supplemental survey for up to 2 days per engineering team's discretion

2.2.2 Utility Surveying

This task includes the mapping of utilities within the Surveying Limits Exhibits. Furtado shall arrange for underground 'conductible' utility locating, by means of a private utility firm to be used within the apparent Right-of-Way that resides in the project limits (see exhibit survey limits). The private utility firm shall locate utilities within the project corridor limits. The

consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the utility locating service.

- Underground utility paint marks placed on the ground by others is anticipated to be mapped and is expected to include: power, natural gas, water and communications. The Consultant will try to schedule the conductible utility locating service to be onsite within 5 business days from the notice to proceed. The Consultant will not be responsible for the completeness or timeliness of the conductible utility locating service.
- Visible surface utility appurtenances to be mapped include: power poles, vaults, risers, fire hydrants, water valves, hand holes, meters, gas valves, traffic signal/traffic control boxes, and overhead utility wire primary routes.
- Stormwater structures The center of rims on catch basins and storm drain manholes will be collected. Invert elevations are a part of the scope of services.
- Sanitary sewer structures The center of rims on sewer manholes will be collected. Pipe invert elevations are a part of the scope of services.
- Survey of up to eight (8) utility testhole locations including placement of exploration pre-marks and pickup of resulting stamped washers left by utility testhole service.

2.3 Basemap

This task includes the office processing of the collected survey data, data extraction, field book reductions, review of collected pictures, basemap drafting, and other duties required for the generation of the basemap.

For survey data, collected aerial imagery and 3D laser scanning data, sub-tasks include the imagery processing, registering of point clouds; utility mapping information incorporation; registration report review; accuracy quality review; export of resulting survey points/linework and point cloud data for use in Civil3D; mapping from point cloud data; linework and layering, and drafting of the basemaps, as required.

Specific items surveyed may have a log or spreadsheet file for items such as utility testholes and geotechnical explorations.

Incorporation of GIS utility record information provided by the design engineering team.

2.4 Right-of-Way Plans

Furtado will calculate right-of-way within the project limits based on publicly available record information and immediately accessible and available local monumentation. The resulting calculated right-of-way lines will be shown in the basemapping file. GIS parcels will be utilized for immediately adjacent parcels outside the right-of-way edge.

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- Up to four (4) title reports will be reviewed for parcels agrees upon with the engineer to aid in the plotting of existing easements and calculation of associated parent parcel boundaries impacted by the project.
- Furtado and the CONSULTANT team will review up to three (3) ROW & Survey Control/Alignment sheets to address up to one (1) round of comments and prepare responses in support of the 30%, 60%, 90%, 100% & IFB packages.
- Furtado will prepare in coordination with the design team, up to four (4) temporary construction easement (TCE) legal descriptions and supporting exhibits, to include one (1) draft and one (1) final copy.

Assumptions:

- 1. Rights of entry (ROE) will be provided by the City of Everett for the consultant's reasonable and efficient access.
- 2. Traffic control, if required, will be a uniformed officer and billed as an invoiced ODC as an additional item.

Deliverables:

- 1. Existing conditions 2D & 3D basemap files with surface capable of displaying a 1foot contour interval
- 2. Upon request, a copy of survey field note and utility measurement sheets (PDF format)
- 3. Upon request, an ASCII file of survey control points established for the project

Surveying Limits Exhibits



Conductible Utility Locates Extents



Aerial Image Limits

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City of Everett Merrill & Ring Bridge Replacement



Survey Limits - North



Survey Limits - South

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WORK ELEMENT 3 GEOTECHNICAL ENGINEERING:

This Work Element will be performed by HWA to provide geotechnical engineering investigations and report to support the design team. The geotechnical engineering effort will include the following activities:

3.1 Project Management

- 3.1.1 Attend Project Kickoff Meeting: HWA will attend one project kickoff meeting with the City of Everett and the design team. This meeting will review project objectives, communication protocol and schedule. HWA assumes that this meeting will take place at the City of Everett's Office.
- 3.1.2 Project Coordination Meetings: HWA will attend up to twelve (12) project coordination meetings with the design team. HWA's attendance will be used to convey the geotechnical considerations of the site to the City of Everett and the design team. The CONSULTANT assumes these meetings will take place virtually and be 1-hour in duration each.
- 3.1.3 Invoice Generation and Processing: HWA will prepare monthly invoices, and progress reports for the duration of the design phase of the project.
- 3.1.4 Geotechnical Task Management: HWA will provide geotechnical task management to all geotechnical related aspects of the project. HWA will correspond with the City and the design team in the form of emails, fax, and telephone calls, as necessary.

3.2 Review Existing Geotechnical and Foundation Information

3.2.1 Collect and Review Available Geotechnical Data: HWA will collect and review readily available and relevant geotechnical information within the project site. This review will include online geotechnical databases, geologic maps, and HWA library.

3.3 Field Geotechnical Explorations

- 3.3.1 Plan Field Exploration Program: HWA will plan and coordinate a 2-phase geotechnical exploration program for the project. Phase 1 will consist of conducting a series of geotechnical borings within the roadway in support of the bridge replacement. Phase 2 of the proposed field explorations will consist of conducting a reconnaissance of the ravine slopes and limited access borings along the slope adjacent to the bridge. Planning will include identification of the location of the geotechnical borings, development of traffic control plans, and coordination of required equipment and utility clearance.
- 3.3.2 Conduct Utility Locates for Geotechnical Explorations: Prior to generation of the geotechnical work plan, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed field exploration locations prior to development of traffic control plans.

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- 3.3.3 Generate Geotechnical Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memorandum describing exploration means and methods associated with both Phase 1 and Phase 2 of the exploration program. This work plan will be submitted to the design team and the City of Everett for review and approval. The work plans will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and designation of staging areas. The work plans will also be used for utility locating clearances and for permitting and right of entries that may be necessary to access the exploration locations. We assume the City of Everett or David Evans and Associates, Inc., in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA
- 3.3.4 Conduct Phase 1 Explorations (Geotechnical Borings): HWA will conduct a series of 4 geotechnical borings along the bridge alignment to support various aspects of the design. CONSULTANT proposes to drill one truck mounted geotechnical boring near each existing bridge abutment (total of 2 borings). These borings will be drilled to a depth of approximately 100 feet below ground surface near the location of the existing east and west bridge abutments. Instrumented groundwater monitoring wells will be installed within both borings to monitor and record seasonal variations in groundwater levels.

To assess the soil and groundwater conditions at the proposed interior piers, HWA proposes to advance two (2) borings through the bridge deck. At each of the two (2) over-ravine (bridge) boring locations, a nominally 12-inch diameter core will be drilled through the existing pavement and structural deck. The best location for these cores will be coordinated with the design team to account for existing utilities and structural considerations. A very small quantity of water will be used to lubricate and cool the diamond-tipped core barrel; this water will be contained and collected using a shop-vacuum. Both concrete cores will be drilled, extracted, and covered with steel plates the day before drilling is scheduled to commence.

Once the core holes are completed, the exploratory borings will be advanced using sonic drilling technique.

After each of the boreholes have reached the required target depth of 75 feet below the ground surface, the boreholes will be decommissioned using a bentonite grout slurry in accordance with Washington State Department of Ecology requirements.

Once the borings are completed, the core holes in the bridge deck will be patched with high strength concrete. We anticipate that rebar dowels will be installed in the side wall of the core holes to properly adhere the new concrete to the existing bridge deck. HWA will coordinate with David Evans and Associates, Inc. to determine the required doweling protocol for patching the pavement cores. After each core is patched, a steel plate will be placed over the core and surrounding roadway to allow the associated patch to dry.

3.3.5 Conduct Phase 2 Explorations (Slope Reconnaissance): HWA will conduct a two-day slope reconnaissance of the steep slopes along the ravine adjacent to the bridge. This reconnaissance will be used to identify critical slope features, obvious signs of slope instability and to map exposed soil outcroppings. Hand borings and Dynamic Cone Penetrometer (DCP) testing will be completed along the steep slopes during the reconnaissance to quantify the thickness of loose, near surface colluvial soils along the slopes. Information from the slope reconnaissance will be critical in the design of slope protection measures.

In addition to the two-day slope reconnaissance, HWA will conduct two days of drilling within the ravine with a limited access drill rig. Limited access borings will be drilled at locations of possible retaining walls or areas of observed slope instability. Limited access borings will be drilled to depths ranging from 15 to 25 feet below ground surface, or until practical refusal, whichever occurs first. No groundwater monitoring wells will be installed within the limited access borings; however, depth to groundwater at the time of drilling (if observed) will be noted.

- 3.3.6 Generate Boring logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, grain-size distribution, Atterberg Limits, and direct shear testing.
- 3.3.7 Groundwater Monitoring: HWA shall install a groundwater monitoring transducer in both of the proposed monitoring wells. These transducers will be set to acquire groundwater elevation readings every half an hour for the duration of 6 months. A geologic representative from HWA shall make two site visits to download and process the groundwater data. This data will be used to provide geotechnical design recommendations and to provide prospective contractors with an accurate representation of the seasonal groundwater variations across the site.

3.4 Geo Environmental Support

- 3.4.1 Review of Existing/Readily Available Data: HWA will review environmental regulatory database records, historical documentation, and regulatory agency files (if deemed necessary) to assess sites of concern, particularly those located adjacent to the project corridor, that have the potential for hazardous materials impacts to the project. The data review will be completed per WSDOT "right-sized" Hazardous Materials Analysis report guidance. Historical information reviewed will include Sanborn Fire Insurance maps, historical aerial photos, historical topographic maps and historical city directories for the streets included in the project corridor.
- 3.4.2 Site Reconnaissance: HWA will complete a site reconnaissance from public rights-ofway or publicly accessible properties (i.e., windshield survey).

3.4.3 Generate Hazardous Materials Analysis Report: HWA will prepare draft and final Hazardous Materials Analysis Reports summarizing the data reviewed and assessing the potential presence of contaminants in soil, groundwater, sediment, and/or surface water in the project corridor.

3.5 Engineering Analysis

- 3.5.1 Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
- 3.5.2 Develop Geologic Cross-Sections: HWA will construct a geologic cross-section along the centerline of the project. This cross-section will show CONSULTANT's interpretation of soil conditions along the bridge alignment and will be provided in a geotechnical report.
- 3.5.3 Generate AASHTO seismic design parameters: Based on the soils encountered along the alignment, CONSULTANT will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO LRFD Bridge Design Specifications.
- 3.5.4 Evaluate Slope Stability: HWA will evaluate the global slope stability of the steep slopes to identify potential impacts to the project. Results of the field reconnaissance, exploration, and testing programs will be incorporated in the analysis. Global stability will be evaluated using the limit equilibrium approach under both static and seismic loading conditions.
- 3.5.5 Evaluate soils for Liquefaction and Lateral Spread Potential: HWA will evaluate the susceptibility to liquefaction of the soils along the bridge alignment for the design event required by AASHTO. Once the susceptibility to liquefaction is determined, the potential for lateral spreading will be evaluated.
- 3.5.6 Evaluate Bridge Foundation Vertical Capacity: HWA will perform analyses of foundation vertical capacities using accepted drilled shaft and/or spread footing estimation methods provided in the AASHTO LRFD Bridge Design Specifications and the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual (GDM).
- 3.5.7 Evaluate Bridge Foundation Lateral Capacity: HWA will develop bridge foundation lateral parameters. The lateral parameters will be provided in the form of LPILE input parameter tables for drilled shaft foundations and equivalent fluid passive pressures for spread footings.
- 3.5.8 Generate Abutment Lateral Earth Pressures: HWA will provide lateral earth pressure recommendations for proposed abutment structures and wing walls. Earth pressure

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diagrams for both static and seismic loading conditions will be generated using the procedures outlined in the WSDOT GDM.

- 3.5.9 Retaining Wall Design: HWA will provide design recommendations for retaining wall structures proposed near the abutments.
- 3.5.10 Slope Stabilization Design: HWA will provide design recommendations for slope stabilization systems along both the east and west slopes of the ravine.
- 3.5.11 Approach Pavement Design: HWA will provide pavement design recommendations for the two bridge approaches.
- 3.5.12 Specification Development: HWA will assist the design team in the development of geotechnical related specifications. HWA expects that this will include slope stabilization, retaining wall, and foundation specification assistance.
- 3.5.13 CONSULTANT QA/QC: HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City of Everett.

3.6 Draft Geotechnical Report

3.6.1 Prepare Draft Geotechnical Engineering Report: HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.

3.7 Final Geotechnical Report

3.7.1 Prepare a Final Geotechnical Engineering Report: HWA will finalize the geotechnical report once review comments from the design team and the City of Everett are received.

3.8 Geotechnical PS&E Coordination and Support

3.8.1 Miscellaneous Geotechnical Assistance: HWA will provide up to 40 hours of miscellaneous geotechnical assistance during the PS&E process.

Assumptions:

• The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, handling, and disposal of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.

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- All Phase 1 non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- All Phase 2 drilling spoils and related debris will be discreetly spread across the slope.
- All patching of cores through the roadway will be done with rapid set cement. No 2' by 2' hot mix asphalt patching will be required.
- HWA assumes that they will attend 12 project coordination meetings in addition to the kickoff meeting.
- All field explorations will be conducted between the hours of 9AM and 3PM. HWA assumes that establishment of traffic control will also abide by these hours.
- No Phase 1 or Phase 2 Environmental Site Assessment will be completed by HWA.
- All required rights of entry will be provided by the City of Everett at no cost to HWA.
- The borehole locations will be surveyed by others.
- No stormwater infiltration testing will be conducted as part of this project.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at an interval of 2.5 feet to a depth of 25 feet. Samples will be taken at 5-foot intervals below a depth of 25 feet.
- The two wells installed as part of this investigation will be maintained throughout design and decommissioned by the contractor during construction.
- Groundwater monitoring will be completed over a period of 6 months.

<u>Deliverables:</u>

- Exploration Plan
- Draft Geotechnical Report
- Final Geotechnical Report
- Draft and Final Hazardous Materials Report
- Geotechnical addenda as necessary to support PS&E activities

WORK ELEMENT 4 ENVIRONMENTAL PERMITTING:

This Work Element is performed by Perteet to provide environmental permitting documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. Perteet assumes WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, Perteet assumes that this project can be authorized under a NEPA Categorical Exclusion (CE) and environmental documentation produced under this scope of work will be based on a single preferred alternative with a closure/detour option to be selected prior to PSE preparation and after outreach is conducted by others. Necessary work elements associated with preparation of NEPA and SEPA documentation and coordination are assumed as follows:

4.1 Environmental Evaluation, Delineation Field Work, and Summary Data Gathering

Early in the project and prior to 30% design the Perteet will gather relevant and available resource information about the natural and built environmental context of the project action. Perteet will conduct a desktop internet document review to identify known and documented environmentally sensitive areas (e.g. wetlands, streams, geologic hazards, and mapped Ecology facilities and hazmat sites). This desktop review will also include identifying other known/mapped features of potential concern including public properties/parks, historic and/or cultural resources, disadvantaged populations, and ecological/natural resources risks. Work conducted under this task will be based on internet research and review of existing documentation on the PROJECT area and vicinity.

Merrill & Ring Creek is known to occur at the project location. Wetland areas need to be confirmed for absence or presence in and near work areas under and adjacent to the bridge. Field work will be conducted by Perteet'senvironmental scientist(s) to delineate the stream and any wetlands and to observe the site for characterization. Site access will need to be verified. The Ordinary High Water Mark (OHWM) of Merrill & Ring Creek will be flagged in the field in the context of the project on public property (or as right of entry is secured by others on adjacent private property). Delineation flags will be located by survey pick-up along with up to two (2) flagged-boundary wetland units, if found. The survey of located delineation flags will be used for project related maps and information to identify critical areas for avoidance of impacts. Field findings of the reconnaissance will be described in NEPA documents to the level relevant to define the environmental context for NEPA review. A critical areas technical memo will be produced by the consultant to document the methods and findings of delineation efforts, as scoped under Task 4.4.

Perteet will also identify necessary environmental documentation materials as part of the background information review and site reconnaissance that may be needed to develop and meet the requirements of the State Environmental Policy Act (SEPA). No actual permit or regulatory

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documentation (NEPA and SEPA documentation) will be developed under this task. Information gathered under this task will be placed in CONSULTANT files and used in the work items related to document production subtasks.

<u>Assumptions:</u>

- The City shall coordinate access improvements for the CONSULTANT and provide rights of entry as needed to access Merrill & Ring Creek for delineation.
- The area beneath the existing bridge is not known to be directly accessible without specialized equipment or other means. Climbing equipment and specialized climbing operations for difficult delineation access are not provided by Perteet.CONSULTANT will discuss with City what equipment, improvements, or alternative access routes may be feasible with City assistance for safe access for Perteet staff to complete field assessments.
- Field activities are assumed to involve up 2 consultant staff for up to 3 days in field plus office time for data assembly and to summarize findings.

<u>Deliverables:</u>

• Technical Memorandum describing the findings of field investigations and the documentation required for completing a SEPA/NEPA review with City and WSDOT.

4.2 NEPA/SEPA Documentation

The PROJECT is assumed to qualify for Categorical Exclusion (CE) under WDSOT NEPA review and is assumed to qualify for SEPA MDNS under Everett local jurisdiction. For this task, Perteet will draft and complete a Preliminary and Final NEPA CE Form with Endangered Species Act (ESA) Checklist, prepare an Area of Potential Effect Cultural Resources Assessment with Historic Structures Screening, an Environmental Justice Technical Memo, a Critical Areas Technical Memo, and 4(f) documents. A draft and final SEPA Checklist will also be prepared using the NEPA information after it is completed. Perteet will assist the City to coordinate with the WSDOT staff for review and approval signatures on the CE Form and as may be needed for SEPA.

Assumptions:

- An early coordination virtual meeting will be scheduled with WSDOT Local Programs at or before the preliminary 30% design phase. Meeting facilitation will be provided by Perteet to review the project with WSDOT for reconfirmation of NEPA documentation levels and to discuss the preferred design and detour alternative before NEPA documentation is produced.
- The initial preliminary NEPA document submittal typically occurs shortly after the 60% design is submittal with a final submittal for signature near the 90% design completion level.

- No City preapplication meetings will be scheduled or conducted by the CONSULTANT. SEPA submittal and feedback with Everett will be assumed to be handled by Citystaff along with clarification of any local City of Everett permit needs.
- Perteet may provide information to the City for the City to complete any required local land use development permit applications required for the PROJECT and with available information to the CONSULTANT under other scope items.
- City staff will be responsible for local City of Everett permit submittals and obtaining City permits and reviews related to any required development permit applications including administrative review, grading, site plan review, right-of-way use, and other related permits as required.
- Perteet preparation of a draft and final SEPA checklist is budgeted under this task.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Perteet for City submittal to WSDOT.
- Under NEPA, the PROJECT will require Section 106 review under the National Historic Preservation Act according to Appendix J, Exhibit B of the October 2018 version of the WSDOT CE Guidebook (A-6). A Cultural Resources APE Memo and a Cultural Resources Survey inclusive of existing bridge documentation will be prepared by Perteet for WSDOT review and coordination. The bridge is assumed to require architectural historical review due to the construction type and will be confirmed. An architectural historical review of the bridge structure is assessment and budgeted to be conducted by a subconsultant under this task.
- Endangered Species Act compliance is assumed demonstrated as "No Effect" through use of: 1) the WSDOT NEPA CE form checklist, through 4(d) maintenance program provisions; 2) through avoidance of any direct in-water work or any direct wetland impacts; and 3) through avoidance of other impacts that may trigger Federal Formal ESA Consultation. A Biological Assessment for Formal Section 7 ESA Consultation is therefore not assumed or known to be needed at this time. Avoidance of impacts to wetlands or Merrill & Ring Creek and avoiding triggers for Formal ESA consultation is a primary project objective. If future impacts to wetlands, stream, or other features become known and unavoidable during the design project, a supplemental scope, fee, and project delivery schedule will be necessary to consider ESA Consultation which can take a year or more to complete with more extensive documentation.
- An Environmental Justice screening will be conducted and avoidance of adverse EJ effects is assumed to be demonstrated as "no impact to protected populations" through use of the WSDOT CE form and a provided EJ Technical Memo, and as related to outreach efforts to be coordinated and provided by others. Two sources of demographic data (per WSDOT requirements) will be compiled in a technical memo by Perteet to demonstrate no disproportionate impacts will occur to protected populations in the

project area and vicinity. If disproportionate impacts are known or probable, or if supplemental outreach coordination is required by WSDOT related to EJ review, a supplemental scope and fee will be prepared for City consideration and authorization at the time any supplemental requirements are known in the future that are otherwise unforeseeable at the time of this scope preparation.

- A Critical Areas Technical Memo will be provided for NEPA and SEPA documentation that will describe natural environment conditions for the bridge site associated with Merrill & Ring Creek along with the project action and to consider the avoidance of any direct impacts to wetlands or stream and the methods and findings of the delineation work. The site has not been accessed and no wetlands are known to occur in the work areas at the time of scope preparation. A detailed site reconnaissance must be conducted and all potential work areas must be confirmed. However, for the purpose of this scope, no direct in-water or instream work in Merrill & Ring Creek or wetland work or impacts is assumed to occur. Delineation field work and the project action will be limited to occur on City owned property and/or right-of-entry will have been approved by others prior to initiating any Perteet field work in Task 4.1 and no subsequent delineation efforts are assumed in this task. Temporary project-related vegetation disturbance impacts to the riparian buffer of Merrill-Ring Creek are assumed and will be described and addressed with a vegetation restoration plan in Task 4.3. If wetland areas are discovered, and unavoidable wetland impacts are necessary, Perteet will make the City aware of this finding early in the project schedule and a supplemental scope and fee will be prepared for City consideration and authorization to address any additional documentation and related permit processes and timeframes if determined to be necessary.
- An Environmental Justice (EJ) Screening and Technical Memo will be provided by Perteet for NEPA documentation for project location and for a selected detour option.
- A Hazardous Materials Technical Memo will be provided by the CONSULTANT to identify and describe work location and any identified hazardous materials risks based on WSDOT hazmat screening requirements. A full Phase One Environmental Site Assessment or other hazmat investigations or cleanup actions are not assumed under this task.
- Perteet will coordinate with the City follow-up to WSDOT LPE approximately every 2-3 weeks after NEPA submittals to facilitate reviews. It is assumed the City will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT at or after 60% PS&E submittal.
- No additional federal or state permits or approvals or related documentation are scoped or known to be required.
- A 4(f) assessment, noise assessment, air assessment, or visual assessment, or other special studies are not assumed to be required at this time and are not included in this scope or fee.

<u>Deliverables:</u>

- Preliminary NEPA CE Form and technical memos for; Cultural Resources; Bridge Architectural History; Environmental Justice; and Hazmat Screening provided in Word or PDF format provided at or near 60% PSE submittal date for WSDOT submittal by City.
- Review draft and final Critical Areas Technical Memo in PDF format provided at or near 60% PSE submittal for use in SEPA documentation and HPA.
- SEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for City of Everett signature and WSDOT submittal provided by Perteet at or after 60% PS&E submittal.

4.3 Prepare JARPA Form for HPA and Facilitate WDFW HPA Submittal and Review:

Perteet will prepare a Joint Aquatic Resources Permit Application (JARPA) and will provide electronic HPA submittal with the Critical Areas Memo and selected PSE drawings for HPA permit review, assumed to occur post SEPA issuance and at or near the 90% PSE phase.

Assumptions:

- A SEPA Determination will be noticed/processed/obtained by the City prior to the HPA JARPA submittal.
- HPA JARPA submittal with project drawings prepared under other tasks is assumed to be necessary due to work over Merrill & Ring Creek for the bridge replacement and no in-water work in the creek is assumed to occur.
- HPA will be the only purpose of the JARPA application for work above (over) a stream.
- A supplemental scope of work to this agreement may be needed if any additional mitigation, design, or other documentation is required by WDFW (or other parties) other than containment measures for bridge demolition/construction, buffer vegetation restoration, or other readily available information provided under this scope of work.
- A site recon meeting with WDFW is assumed and no additional meetings are assumed for HPA review. Periodic email check-ins with the Cityand WDFW will be provided by email or virtual means by the CONSULTANT for approximately 4 weeks after the JARPA submittal to facilitate HPA review, assuming no more than a few hours per week of maximum City coordination assistance during this time.

<u>Deliverables:</u>

- Perteet correspondence via phone and/or email.
- Draft and final documents provided to the City by email to comprise the electronic HPA submittal package to be submitted to WDFW by email. This will include the Critical Area Memo (prepared under separate task item), SEPA determination (provided by City), JARPA form (as described herein), and selected design drawings and available information to illustrate and describe the project for HPA review.
4.4 NPDES Construction Stormwater General Permit (CSGP)

It is unknown if construction of the PROJECT may require an acre or more of cumulative land disturbance triggering CSGP Notice of Intent (NOI) submittal. However, submitting for permit coverage is advised since work will occur over Merrill & Ring Creek and permit coverage could be required by ecology due to potential water quality risks to the stream. If no permit is obtained prior to construction, Ecology could require coverage during construction and cause construction delays.

Assumptions:

- Perteet will prepare and submit a NOI electronically after issuance of SEPA exemption or SEPA determination.
- The City will be provided with applicant forms after submittal and will need to sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by permittee and transfer of coverage will be included in the project manual.
- The Stormwater Pollution Protection Plan (SWPPP) will be indicated to be provided by Contractor in specifications and permit compliance will be addressed by Contractor.

Deliverables:

- Draft and final NOI submitted electronically by Perteet.
- Specification language for Contractor compliance and permittee responsibility.

WORK ELEMENT 5 BRIDGE AESTHETICS

This Work Element is performed by HBB Landscape Architecture to provide Bridge Aesthetics design. The following outlines the tasks associated with this work:

5.1 Project Management

a. Contract administration, invoicing, and schedule updates.

5.2 Concept Design for Urban Design Elements

- b. Review engineering work, site constraints, existing City policies and activities relevant to the project. Assist as requested regarding street configuration and relationship to adjacent properties. Meet with Staff and Consultant Team to discuss opportunities, constraints and ideas. Follow-up with selected Staff and team members as needed.
- c. Generally, follow the Aesthetics provided for the Edgewater Bridge to create an overall consistency in the Bridge Aesthetics while allowing some variation for community input and neighborhood-specific context.
- d. Assist EnviroIssues with public open house. (Event time only)
- e. Review results of the open house with the Staff/CONSULTANT team.
- f. Prepare 30% design level quantity estimate and opinion of cost estimate.

5.3 60% Design for Urban Design Elements

Prepare 60% Design for Urban Design Elements. Working with City staff and the design team, perform the following tasks:

- a. Review with engineering team and staff. (one meeting)
- b. Prepare 60% design level drawings and update quantity estimate and opinion of cost estimate.
- c. Prepare 60% design level specifications.

5.4 90% Design for Urban Design Elements

Prepare 90% documents for urban elements. Working with City staff and the design team, perform the following tasks:

- a. Refine design alternatives as developed in the 60% submittal phase to the 90% level.
- b. Review 90% work with City/engineering team. (one meeting)
- c. Prepare 90% design level drawings and update quantity estimate and opinion of cost estimate.
- d. Prepare 90% design-level specifications.

5.5 100% & Ad-Ready Design for Urban Design Elements

Prepare 100% and Ad-Ready documents for urban elements. Working with City staff and the design team, perform the following tasks:

a. Refine design alternatives as developed in the 90% submittal phase to the 100% level.

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- b. Review 100% work with City/engineering team. (one meeting)
- c. Prepare 100% and Ad-Ready design level drawings and update quantity estimate and opinion of cost estimate.
- d. Prepare 100% and Ad-Ready design level specifications.

5.6 Outreach Graphics

Prepare graphic materials to support the community outreach process. Perform the following tasks:

- a. Prepare color-rendered plan, up to three (3) sections, and up to (2) perspective sketches at conceptual design phase. Revise outreach graphics up to two (2) times per each deliverable based on comments received.
- b. Meet with the City to review outreach goals, graphic style, and format prior to beginning renderings, in addition to one review meeting per outreach graphic deliverable. Meetings will be virtual, 1-hour duration.
- c. Coordinate with engineering team for bridge and roadway design elements to incorporate into the graphic renderings.
- d. Revise / update the renderings at 60% and 90% submittals based on design refinement and comments received.
- e. Coordinate with outreach team for format and delivery of outreach materials to be integrated into final outreach presentations.

5.7 Restoration Drawings

A landscape restoration plan of the stream buffer and any disturbed adjacent areas will be provided to remove construction-related temporary surfacing and other BMPs and restore soil/mulch and native vegetation areas that are assumed to be disturbed by the project. Drawings will be prepared for and included in the 60%, 90%, 100% and Ad-Ready construction documents along with an opinion of construction cost. Specifications will be prepared for the 90%, 100% and Ad-Ready submittals. Irrigation for plant establishment is assumed to be addressed through bidder design of temporary irrigation system.

<u>Assumptions:</u>

- f. The restoration drawings will address restoration of pre-project vegetation and soil conditions with available construction materials based on standard landscape construction practices and will include information for seeding/mulching and native plant vegetation restoration. They will include hatch areas only with a plant palette and typical plan layout for each hatch area.
- g. Tree removal and mitigation calculations will be included.
- h. Buffer vegetation impact is assumed. No work or impacts in the stream or any wetlands are assumed at this time. If work in stream or wetlands occur, a scope and budget supplement will be needed to address additional permits, schedule duration, and mitigation.

- i. Restoration drawings may be appended in the Critical Areas documentation to indicate restoration of temporary stream buffer impacts.
- j. Restoration plans will include 4 plan sheets, 1 schedule sheet, and 2-3 detail sheets; up to 8 sheets total.
- k. Arborist services are included as an allowance only at this time.
- 1. Outreach graphics for landscape improvements are included under Work Element 5.

<u>Deliverables:</u>

- m. Written responses to comments
- n. 60%, 90%, 100% and Ad-Ready Planting Restoration Plans (half-size [11"x17"], PDF)
- o. 60%, 90%, 100% and Ad-Ready Planting Restoration Schedule & Details (half-size [11"x17"], PDF)
- p. 60%, 90%, 100% and Ad-Ready opinion of cost summary (Excel)
- q. 90%, 100% and Ad-Ready specifications (run-list and individual specifications files, Word)

r.

Assumptions:

- Bridge aesthetics include bridge railing, guardrail column and light fixture base treatment, wall treatments (if visible to the public), paving finish, and potential overlook treatment. Bridge aesthetics will generally follow Edgewater Bridge concepts.
- No gateway feature design is assumed.
- Bridge aesthetics will be limited to architectural configuration and finish only; all reinforcing, attachments, and engineering design will be by civil and structural engineering.
- The City and EnviroIssues will organize the open house, publicize, and arrange the meetings and presentations. David Evans and Associates, Inc. will assist in conducting the sessions.
- The budget assumes 9 meetings or conferences with the engineering/City team and one public event (open house). Meetings will be 1-hour duration, half in-person and half virtual.
- Urban Design plans will include 4 plan sheets, 1 schedule sheet, and 6-10 detail sheets; up to 15 sheets total.
- All outreach graphics will be provided digitally in JPEG or PDF format. Hard copy and large-format printing, if needed, and integration of outreach graphics created under this task into presentation format (PowerPoint, PDF, and/or large-board formats) is included in Task 10 Community Outreach below by outreach consultant.

<u>Deliverables:</u>

- 30% Documents of urban design (Aesthetic) elements in digital format (AutoCAD and PDF) as provided by the engineering team.
- 60% Documents (plans, specifications and estimates) of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- 90% Documents of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- 100% and Ad-Ready Documents of urban design (Aesthetic) elements in digital format (AutoCAD) as provided by the engineering team.
- Conceptual (30%) Outreach Graphics (JPEG or PDF).
- 60% Outreach Graphics (JPEG or PDF).
- 90% Outreach Graphics (JPEG or PDF).

WORK ELEMENT 6 UTILITY COORDINATION

Perteet will assist the City in managing the utility coordination process for the project, which will include providing utility franchises (Snohomish County Public Utility District #1 [SnoPUD] power, Puget Sound Energy [PSE] gas, Comcast, and Ziply) and City owned utilities (water and sewer) with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. Perteet will coordinate and manage the potholing efforts through the design phase. Perteet will also prepare and maintain a utility coordination log, and conflicts and resolution spreadsheet, both of which will be maintained and updated throughout the design phase of the project.

Perteet will perform the utility impact assessment and coordinate on work elements as described below:

6.1 Utility Coordination

Perteet will coordinate with the various public and private utilities along the corridor. Coordination will include working with the identified utilities to allow for each to be included under the City's project permits and environmental documents.

Services provided by Perteet under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquiring and reviewing record drawings of existing utilities within the project limits. Perteet will request the utilities review the existing basemapping for the project and verify the locations and presence of the utilities. Discrepancies with the existing basemap will be coordinated by Perteet with each utility and Furtado, and changes to the basemap will be done by Furtado.
- Coordinating and attending up to three (3) virtual meetings with the group of the franchise utilities (after 30%, 60%, and 90%) and up to three (3) separate virtual meetings with specific utilities as needed (assume total of six [6] meetings). Perteet will prepare meeting agendas and notes.
- Preparing a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes identification of pothole needs. This includes documentation of which facilities will be relocated prior to, or during, construction.
- Providing the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, 100%, and Ad-Ready plan sheets, as well as potential conflict locations.

It is assumed that the following utility franchises exist within the vicinity of the Merrill and Ring Bridge Replacement. These include:

- Power (SnoPUD)
- Cable, Communications, and Fiber Optics (Comcast and Ziply)
- Gas Distribution (PSE)
- Water (City of Everett)
- Sanitary Sewer (City of Everett)

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• Stormwater (City of Everett)

Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the Stormwater subtask (11.1).

Assumptions:

- The City will distribute internally the plans sets for City owned utilities for review.
- Incorporation of utility franchise design, such as new or upgraded waterlines, into the contract documents is <u>not</u> included in this Scope of Services but could be provided as an additional service, to be performed under a Supplement to this Agreement.
- The City will prepare inter-local agency agreements between the City and the utility franchises for incorporation of relocations required by the proposed improvements. Examples of the services that could be included: the adjustment of utilities, removal of abandoned structures and facilities, trenching, and traffic control.
- City will verify the terms of all franchise agreements, including the responsibilities for potholing and relocations of franchise-owned utilities.
- The budget assigned for this work element will be limited to the amount designated for this work element.

<u>Deliverables:</u>

- Utility conflict and relocation spreadsheet updated with potholing results (PDF)
- Agendas and meeting notes (assume six [6] meetings total)
- Separate half-size utility plan sheets with conflicts noted (with 60% and 90% submittals; PDF
- Half-size 30%, 60%, 90%, 100%, and Ad-Ready PS&E plan sets sent to applicable utility franchises (PDF)
- CAD files for franchise use in preparing relocation design (at 60%, 90%, and 100%)

6.2 Pothole Exploration

Perteet will coordinate with the applicable utility franchises to perform potholing explorations during the 60% and 90% PS&E design phases. It is assumed that each utility franchise has an Agreement with the City and will use a utility locate service or its own forces for potholing of their own facilities.

Services provided by Perteet under this subtask will include:

• Identifying potential utility conflicts and pothole locations based on the 60% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor) and 90% plans.

- Managing pothole program on behalf of franchise utilities and City. Perteet will identify potholing needs, on the utility conflicts spreadsheet, and by preparing an exhibit of potholing locations. Prepare and maintain the utility coordination log, utility conflict and potholing plans, utility conflict and resolution matrix, and distribution of potholing results to utilities.
- Utilizing a utility potholing service for those locations that will not be provided by a franchise utility. This Scope of Services assumes up to 8 pothole locations.

Assumptions:

- Utility potholing will be provided by a utility locate service under this contract.
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Utility information updated according to pothole results at the 60% and 90% design phases
- Pothole location exhibits and results log

6.3 Relocation Coordination and Utility Space Plan

Perteet will coordinate with the franchise utilities regarding franchise utility design and proposed utility locations, and provide the following services:

- Coordinating with the franchise utility owner to relocate facilities (facility relocates provided by franchise utility owner), helping identify potential locations for franchise utilities to relocate to. Perteet will review the franchise utilities design and plans in an effort to confirm there will be no conflict with other facilities and the City's proposed project work.
- Prepare Utility Space Plans: Perteet will prepare utility space plans and typical sections that will be the result of the coordination with the franchise utilities and City utilities and will show proposed and existing utility locations. The purpose of these Plans will be to provide potential locations for relocated utilities and to confirm with franchise utilities acceptable locations for relocated facilities and to be used as a communication tool. These will <u>NOT</u> be construction Plans for the City or the franchise utilities. Proposed franchise utilities, as designed by the franchise utilities, will be shown by reference in the PS&E documents described in other tasks. Relocation of the City's water main, including design and PS&E, will be completed as detailed under Task 11.3.

Assumptions:

• The redesign and/or relocation of franchise-owned utilities Plans for construction will not be performed by Perteet, and relocation Plans prepared by the franchise utility will not be

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included in this project. It is assumed that franchise utilities will be responsible to design in detail and prepare Plans for relocation construction and construction for those facilities will occur under a separate construction contract(s). These services would be considered additional services by Perteet and can be included as a supplement to this Scope of Services.

• The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

• Up to two (2) versions of the Utility Space Plans and typical sections, following the potholing during the 60% and 90% design phases

WORK ELEMENT 7 CONSTRUCTABILITY REVIEW, CONSTRUCTION SCHEDULE, AND ESTIMATION

This work element is performed by Ott-Sakai & Associates (OS), to provide constructability review, construction schedule, and construction estimation services.

The work element includes the following activities:

7.1 Constructability review

OS will provide constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at the TS&L, 30%, 60%, & 90% design levels.

7.2 Construction CPM Schedule

OS will prepare Construction Schedule at 60% and 100% PS&E design levels.

7.3 Construction Estimation

OS will provide construction estimation cost of the design team's prepared PS&E package at 60%, 90% and 100% levels.

Assumptions:

Deliverables:

- Constructability Review comments for PS&E packages at TS&L, 30%, 60%, & 90% design levels.
- Construction schedule at 60% and 100% levels.
- Construction estimation for PS&E packages at 60%, 90%, & 100% design levels.

WORK ELEMENT 8 - TRAFFIC CONTROL:

This work element is performed by Kimley Horn (KH) to provide detour and traffic control plans for the Contractor's use in constructing the proposed bridge, and roadway improvements under both partial and full closure scenarios.

KH will complete traffic analysis showing up to 4 alternative diversion route time specific travel time difference of full closure plan compared to partial closure and no closure options using standard synchro analysis of key intersection delay and standard travel speed. The alternative route times to be discussed with the City (i.e. weekday AM eastbound westbound and PM peak (i.e. AM school peak or Boeing AM peak or school PM peak or Boeing PM peak or standard Computer Peak or off peak)

Collect data to identify what percentage of the traffic crossing the bridge during standard computer peak is local traffic destined between Mukilteo Lane and Glenwood Blvd and how much is more regional cut through traffic from SR-525 to Glenwood. Number plate/Bluetooth/Streetlight data may be used for this purpose depending on City input. For this proposal, up to \$15,000 in origin destination specialized data collection is assumed. Additionally, data from when the Edgewater Creek Bridge is closed will be utilized to evaluate the alternative route impacts.

KH will attend up to a total of four (4) City/WSDOT/Mukilteo/council meeting (s) to discuss travel routes/detour option impacts

Attend a total of 8 team meetings to discuss what type and duration of closures are needed for which phase of the bridge reconstruction

Attend up to 2 neighborhood meetings to present and discuss closure plans.

The exact limits of the traffic control will be determined jointly between the CITY and the CONSULTANT and are dependent on full closure or partial closure. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans.

Assumptions:

Deliverables:

- Alternative route delay comparisons
- Origin destination results for cut through verses local traffic
- Traffic Control PS&E packages at 30%, 60%, 90%, and 100% design levels.

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City of Everett Merrill & Ring Bridge Replacement

WORK ELEMENT 9 ILLUMINATION AND SIGNAGE

This work element is performed by David Evans and Associates, Inc., to provide illumination, and permanent signage design services.

Based on the City's selected alternative, David Evans and Associates, Inc. will provide design services associated with illumination, and permanent signing design. The illumination design is intended for the Bridge and its immediate approaches.

David Evans and Associates, Inc. team will prepare 30%, 60%, 90%, 100% and Ad-ready plans, specifications, and engineering cost estimates.

This work element includes the following tasks:

9.1 Illumination

The design team will discuss guidelines and criteria with the City. The team will develop a design basis report outlining the lighting design approach, design criteria, target luminance and luminance levels, power densities, wiring schematics, sources (discuss with the PUD service types and locations), color temperature and control intent.

Following the input from the City, the lighting engineer will develop illumination PS&E, lighting schedules and provide required fixture catalog cuts.

9.2 Permanent Signing

The design team will prepare final permanent signing sheets to reflect the final signing conditions when the project is completed. This effort will include an inventory of existing signs, upgrading sign messages as necessary, preparation of signing plans, sign specification sheets, and sign details for non-standard signs. The final signing plans will include signs for motorists, bicycles, and pedestrians.

Assumptions:

Deliverables:

- Illumination PS&E at 30%, 60%, 90%, & 100% and Ad-ready design levels.
- Permanent Signing PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels.

WORK ELEMENT 10 COMMUNITY OUTREACH

This work element is performed by EnviroIssues to provide Community Outreach services. Work will be conducted in three phases: Phase 1 – Early engagement and coordination, Phase 2 – Technical options and tradeoffs and Phase 3 – Preferred solution.

Phase 1: Early engagement and coordination (at project initiation)

During Phase 1, EnviroIssues will review information on previous outreach efforts made for the Edgewater Bridge to continue providing consistent outreach and engagement activities or touchpoints. EnviroIssues will focus on building relationships with key stakeholders starting with the stakeholder list used for the Edgewater Bridge project, identify which local avenues the City has used or is using for project communications and develop a plan for outreach. EnviroIssues will also develop initial project messaging and materials. Outreach will include follow ups with key stakeholders and community organizations to continue gathering feedback about the project, potential solutions, decision criteria and tradeoffs and outreach approach.

Phase 2: Technical options and tradeoffs (with draft TS&L/pre 30% design)

During Phase 2, EnviroIssues will focus outreach efforts to inform the public of the technical options, potential tradeoffs and impacts, and decision criteria to identify a preferred solution. Outreach will include an online engagement website, an in-person public event and broad public notification.

Phase 3: Preferred solution (pre 60% design)

During Phase 3, EnviroIssues will reach back out to the broader public to share details about the preferred solution, associated impacts and potential detour routes. Outreach will include stakeholder emails and an engagement website update, and an in-person public event..

Phase 4: Pre-Construction

During Phase 4, Consultant will develop a communications plan that will outline how project information will be shared between the construction management team, designer, City and other stakeholders. EnviroIssues will assist the City with preconstruction "meet the contractor" open house, where local residents and businesses can ask the project team about anticipated impacts.

10.1 Project Management

Contract administration, team meetings, invoicing, and schedule updates.

10.2 Community outreach plan

EnviroIssues will develop a community outreach plan that defines the City's process for working with and engaging key stakeholders and the broader community in the technical options, potential impacts and tradeoffs, as well as the preferred solution, for the Merrill and Ring Bridge Replacement project. The plan will include community engagement goals, affected stakeholders

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and organizations, preliminary key messages, and an engagement timeline. EnviroIssues will also utilize the demographic research completed by the environmental team (see Work Element 4) and previous outreach efforts for the Edgewater Bridge Replacement project to inform strategies for engaging historically underrepresented and limited-English speaking populations.

10.3 Stakeholder engagement

Based on information gathered for the Edgewater Bridge Replacement project, EnviroIssues will support the City in using already identified communication methods for how the community would like to stay informed and engaged during the project, including pre-construction and construction phases. EnviroIssues t will support the City in initiating communication with key stakeholders on the M&R Bridge Replacement project and timeframe.

Identified key stakeholders include:

- School Districts: Everett and Mukilteo and local schools/PTAs
- Neighborhoods: Everett and Mukilteo, including Boulevard Bluffs and Harborview-Seahurst-Glenhaven,
- Chambers of Commerce: Everett and Mukilteo
- Boeing
- Paine Field/Propeller Airports
- Community-based organizations that serve historically underrepresented populations and/or limited-English speaking populations
- City of Everett Parks Department

Additional key stakeholders that the City and/or technical team will coordinate with include:

- City leadership and staff/subject matter experts
- Area Tribes
- Partner agencies, including Washington State Ferries, Everett Transit and Community Transit
- Emergency service providers, including Everett and Mukilteo fire and police
- Local utility providers (see Work Element 6)

10.4 In-person public events

EnviroIssues and Consultant will support the City to host an in-person public event during Phase 2 and Phase 3 to share information about the project. EnviroIssues will develop a meeting plan, materials (i.e. comment form, sign-in sheets, handouts, and display boards) and agendas for each public meeting. EnviroIssues will also set-up, staff, and facilitate all public meetings. Support will also include scheduling, leading meeting logistics, determining room layout, providing event equipment and supplies, and documenting input received.

EnviroIssues will also collaborate with the City to provide interpretation services and childcare, as requested, provide refreshments and host in-person events in venues accessible by transit, in order to increase participation of historically underrepresented populations identified in the project area.

10.5 Online engagement

EnviroIssues will develop an online public engagement site to share the same content that will be displayed at the in-person public event in Phase 2. EnviroIssues will also update the online engagement site one (1) time to share the preferred solution during Phase 3 (NOTE: The second online engagement site will not accompany an in-person event).

The engagement site includes use of a custom sub-domain website that will be seamlessly linked from the City's website, have a project-specific customized layout, station tabs to match inperson meeting station materials, fully responsive design (i.e. for smart phones, tablets, etc.), integration with Google Translate and social share, and a full report of comments submitted. All content developed for the public meetings will be used to populate the online open house, minimizing independent content development effort needed to specifically support the online open house.

10.6 Outreach materials

EnviroIssues will develop a project look-and-feel, including branding (standards for project material color, font, etc.) and document templates, utilizing any City-established guidelines as a starting point where they are available.

EnviroIssues and Consultant team will develop content for the City's project website to provide details about the project including a schedule and engagement timeline. Consultant will collaborate with the City to post website content for Phase 1 and 2, and one update for Phase 3 to share the preferred solution. EnviroIssues will develop up to three (3) newsflash content.

EnviroIssues will develop content and graphics for project fact sheet, to provide an overview of the project during Phase 1 and 2 outreaches. The fact sheet will be updated for Phase 3 outreach. EnviroIssues will also collaborate with the City to provide needed materials translation/transcreation.

EnviroIssues will develop an overview presentation to be used during Phase 2 for the in-person public event.

EnviroIssues will develop notifications for the project, including:

• Content and graphics for a postcard to notify the local community about the project and upcoming Phase 2 in-person events and online engagement opportunities.

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- Content and graphics for up to two (2) different sized display ads during Phase 2 outreach.
- Content and graphics for up to one (1) large banner for the Phase 2 in-person public event and to publicize the online engagement site.
- Content and graphics for up to ten (10) display boards for the Phase 2 in-person public event.
- Content for up to three (3) email updates for the City to share with interested stakeholders.
- Content and images for up to two (2) rounds of social media content for Phase 2 and Phase 3 outreach.

Content and images for up to one (1) utility mailer to promote the in-person public event and corresponding online open house.

10.7 Outreach summary

EnviroIssues will prepare an outreach summary report for each project phase (3 reports), including what we heard from stakeholders and the community, outreach approach and methods, and how feedback influenced the solutions.

10.8 Pre-Construction Communications Plan and Open House

EnviroIssues will update existing communications plan to include any known construction schedule or impacts information available during the pre-construction phase.

EnviroIssues will provide two (2) staff to support the in-person "meet the contractor" open house. EnviroIssues will develop an (1) open house plan, including notifications, materials, staffing and other logistics. EnviroIssues will assist in the development of display boards as well as otherancillary items such as sign-in sheets and comment forms. EnviroIssues will develop a PowerPoint presentation for use at the event. The City will be responsible for the distribution of notifications, including the postcard, posters, flyers, social media and other communications; EnviroIssues will help in the development of content.

• Up to one (1) open house plan. Content and graphics for a "meet the contractor" open house digital invitation.Content and graphics for up to two (2) new display boards; assumes we will reuse project information materials from prior phases.

<u>Assumptions:</u>

- The scope of work does not include outreach for construction activities, or outreach to detour route stakeholders. Scope and budget amendments would be required for those work elements and future project phases.
- The City will coordinate necessary internal City review of all plans and materials, consolidating edits and providing feedback to Consultant team.
- EnviroIssues will develop content for up to one (1) initial stakeholder email and phone call script. The City and technical team will lead stakeholder interviews, briefings and phone calls recommended for the project, including City leadership and staff/subject

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matter experts, area Tribes, Washington State Ferries, Everett Transit, Community Transit, emergency service providers, including Everett and Mukilteo fire and police, local utility providers, Everett & Mukilteo school districts.

- The City will maintain the project website and lead all content updates.
- The City will lead all property owner and tenant outreach related to direct and indirect impacts.
- EnviroIssues will coordinate printing, mailing and translation for materials and notifications through City-identified preferred vendors. Consultant will pay directly for all printing and mailing fees (including purchase of mailing lists), including display board printing, postcard printing and mailing, display ad placement, and fact sheet translation then invoice the City.
- The City will pay directly for any meeting venues for in-person events.
- The City will take the lead in developing content for and distributing information to any media and any media response needed, including social media.
- The City and technical team will track project contacts to support project mailings and emails.
- The City and technical team will track specific communications and/or commitments made to the public.
- For public meeting materials, City staff and Consultant team leads will provide publicfriendly maps and data to incorporate into meeting displays with minimal graphic changes.

Deliverables:

- Community outreach plan (1 draft, 1 final)
- Online engagement site (1 original, 1 update)
- In-person public events (3)
- Project look-and-feel (1)
- Website content (1 original, 1 update)
- Newsflash content (Up to 3)
- Fact sheet (1 original, 2 updates)
- Presentation (2 original, 1 update each)
- Postcard (1 original)
- Display ads (1 original in up to 2 different sizes)
- Social media content (Up to 2 rounds)
- Utility mailer (1 original)
- Display boards (Up to 12)
- Email updates (Up to 3)Outreach summary (3, 1 per outreach phase)

WORK ELEMENT 11 RIGHT OF WAY SUPPORT

This work element is performed by Commonstreet to provide Right-of-way services. This project will involve the demolition and replacement of the bridge over the Merrill & Ring Creek on Mukilteo Boulevard, in Everett, Washington. The fee proposal provided herein are based upon an assumption of potential ROW impacts assuming up to seven (7) partial fee acquisitions, two (2) full fee acquisitions resulting in two (2) residential relocations for a total of nine (9) impacted parcels. It is understood Temporary and Permanent Easements, if any, will be determined at a later date, and it is assumed they will apply only to the nine (9) impacted parcels. It is understood that any change in scope will require an amendment in scope and fee. All ROW activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT Local Agency Guidelines and ROW manuals, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask. Full scope of services are listed by subtask below.

11.1 - ROW Project Management and Administration

- Prepare for and attend open-houses, council meetings, and/or early design coordination meetings as requested by David Evans and Associates, Inc. and/or the City.
- Provide pre-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by David Evans and Associates, Inc., the City, and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with URA and WSDOT requirements;
- Create state and federal compliant project file;
- Develop, provide oversight, and execute the ROW program in compliance with state law, URA and WSDOT requirements;
- Review and comply with the City's approved Right of Way Procedures;
- Coordinate title reviews;
- Coordinate spot-check and Relocation plan reviews with WSDOT for approval to initiate ROW;
- Provide written/oral status updates on right of way activities; and
- Maintain quality control/quality assurance (QA/QC) protocols in the execution of the right of way tasks.

11.2 - Title Review and Conveyance Documents Drafts

- Order and review PTRs for each parcel;
- Identify each exception and document in a title review summary;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction; and

• Order title updates/date downs at time of settlement to update and finalize title review summaries.

11.3-Appraisal and Appraisal Review Coordination

- Manage and coordinate with Right of Way Team sub-consultants to prepare the appraisal and appraisal reviews;
- QA/QC appraisals and appraisal reviews upon receipt, and coordinate with subconsultants for any updates/edits;
- Deliver appraisals and apraisal reviews to the City for review; and
- Coordinate the development of Determination of Value/Just Compensation approved by the City.

$11.4-\mbox{Negotiations}$, Administrative Settlements, and QA/QC

- Project file set-up;
- Review of all valuation and compensation data, title encumbrances, plans, legal descriptions, exhibits and other pertinent materials;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver, and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Clear encroachments to comply with federal and state requirements;
- Refer files to condemnation when appropriate and prepare/deliver condemnation packages; and
- Additionally, support preparation of condemnation ordinance(s) when required.

11.5 – Relocation Services

- Prepare a relocation plan;
- Interview displacees for completion of Occupancy Surveys and determination of eligibility;
- Coordinate with Property Owners to be displaced and any tenant-displacees, if applicable;
- Prepare and present required notices and other documentation for displacees;
- Prepare Housing Comparison Worksheets;
- Engage services of commercial movers and prepare move bid documentation;
- Conduct decent, safe and sanitary inspections of replacement sites;
- Conduct vacate inspections at displacement sites;
- Coordinate payments to displacees; and
- Provide on-going advisory services to displacees in compliance with URA and WSDOT requirements.

11.6-Project and File Close-out

- Coordinate with the City to set up client escrow account through the title company or facilitate execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files, where applicable;
- Coordinate with title/escrow and the City throughout parcel file closing process; and
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to the City for retention.

WORK ELEMENT 12 CIVIL, ROADWAY, WATER & DRAINAGE DESIGN

This work element is performed by Perteet to provide design for the TS&L phase and civil, roadway, water, and drainage design of the bridge's alternative of choice approaches at 30%, 60%, 90%, 100% and Ad-Ready PS&E levels.

12.1 – Stormwater Design

The stormwater task consists of the following work elements:

12.1.1 Design Criteria

The 2019 Stormwater Management Manual for Western Washington, (SWMMWW), the City of Everett 2023 Design and Construction Standards and Specifications (DCSS), and Everett Municipal Code Chapter 14.28, will be used as the stormwater regulatory guidance for this project. When the 2024 SWMMWW and DCSS are released, the project will update to the latest guidance. The 2012 LID Manual may also be used as guidance. Prior to beginning project stormwater design, a stormwater design criteria matrix will be prepared summarizing all stormwater related requirements and standards. The design criteria matrix will be provided to the City of Everett for review and concurrence prior to beginning design work.

Deliverables:

• Stormwater Design Criteria Matrix (to be included with the TS&L deliverables and drainage report)

12.1.2 Off-Site Analysis

Perteet will conduct a downstream analysis extending ¹/₄ mile downstream/down-gradient of the project right-of-way limits for the single Threshold Discharge Area (TDA) associated with the project site. The downstream analysis will include a review of City GIS maps, recent drainage complaint documentation provided by the City (if it exists), and an assessment of downstream routes to identify evidence of erosion, flooding, sedimentation, or flow constriction points. A limited visual above-ground inspection will be conducted given the very steep slopes and dense forest present along the downstream route. The assessment of the downstream effects is to be a qualitative evaluation based upon engineering judgment and any information on the downstream system that the City can provide. Perteet will prepare a written description of the downstream system conditions and provide a map showing the downstream drainage route.

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

This task does not include a detailed review of upstream basin boundary or land use assessment or any detailed hydraulic analysis or computations associated with the upstream or downstream basins.

Assumptions:

- The site lies within one (1) distinct TDA. Therefore, only one (1) downstream analysis is assumed.
- Access onto private property is anticipated to be needed. It is assumed the City of Everett will provide rights-of-entry as needed.

<u>Deliverables:</u>

• Off-site analysis write-up: To be included in the drainage report

12.1.3 Site Assessment and Mapping

Perteet will prepare site assessment maps showing existing drainage features within the project site. Mapping will be assembled based upon existing topographic maps and project survey information. Offsite information will be acquired from GIS mapping, City records, and City maps. The assessment maps, produced by Perteet, will show existing contours, existing drainage elements, and any critical areas such as wetlands and streams. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas.
- Topographic plans within the project site, including enclosed drainage.
- Topographic mapping outside of road project right-of-way but within project area of interest (electronic GIS).
- Wetlands, streams and other critical areas (if applicable).
- Soil types, depth, and slope Natural Resources Conservation Service (NRCS).
- Soil subsurface information, as available.

Deliverables:

• Site Assessment Maps in 11" x 17" sheet size with a scale of 1:50 (to be included in the Drainage Report)

12.1.4 Change in Land Use Area Map

Perteet will prepare maps identifying existing and proposed impervious areas. This is used for threshold determination in accordance with the drainage standards, and to verify mitigation needs for flow control and stormwater quality treatment are being met. TDA boundaries, based on high points and conveyance system configuration, will be identified on these maps. Perteet will also prepare a summary of area tables for pre-project and post-project conditions.

Deliverables:

- One (1) electronic PDF copy of the Change in Land Use Maps and corresponding table of change in land use areas. To be included in the Drainage Report. These maps will include:
 - Existing Impervious Area Map (one [1] sheet)
 - Proposed Impervious Area Map (one [1] sheet)
 - Tables identifying the different types of impervious surfaces

12.1.5 Stormwater Flow Control and Water Quality Treatment Calculations Page 43 of 59

- Perteet will prepare preliminary calculations for flow control and water quality treatment facilities. Budget will be for the design of one (1) flow control facility and one (1) water quality facility. This information will be used during the preliminary bridge Type, Size and Location analysis. Only one of the concepts developed by the bridge designer will be studied from a drainage standpoint. This concept will be mutually agreed upon by the bridge and stormwater designer.
- Once a concept has been selected for draft and final design the stormwater flow control and water quality treatment calculations will be updated as necessary for inclusion in the PS&E.

Deliverables:

- Preliminary flow control and water quality treatment calculations (to be used for showing Type, Size and Location of the proposed flow control and water quality treatment facilities in support of the preliminary bridge design alternatives analysis.
- Draft flow control and water quality treatment calculations (to be included in the Draft Drainage Report)
- Final flow control and water quality treatment calculations (to be included in the Final Drainage Report).

12.1.6 Pipe Conveyance Calculations

Perteet will prepare storm pipe conveyance capacity calculations for new pipe segments associated with the project site:

- Design Development (60%): Prepare preliminary pipe sizing calculations, using full-flow conditions with the Manning equation and the Rational Method.
- Final design: Finalize pipe sizing calculations
- Gutter flow and sag analysis: Prepare gutter flow and sag analysis (if low point is within project limits) to make sure the flow spread is contained with the roadway shoulders.

Assumptions:

- No new outfalls will be needed. The new conveyance system will tie into existing storm drain systems that already lead to existing outfalls. It is further assumed that these existing outfall systems have the capacity to accommodate project flows.
- Low infiltration rates and steep slopes make infiltration infeasible and infiltration BMPs will not need to be evaluated as part of the analysis.

Deliverables:

- Conveyance Calculations (to be included in the Drainage Report)
- Gutter flow analysis (to be included in the Drainage Report)

12.1.7 Drainage Report

Perteet will assemble a draft drainage report (60% design phase) and final drainage report (90% design phase). The drainage report will include a written assessment and summary of the surface water design features on the project, summary of tables, flow control and water quality treatment calculations, pipe capacity calculations, drainage basin maps, backwater analysis (Hydraulic Grade Line), and supporting exhibits.

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<u>Deliverables:</u>

- Draft Drainage Report at 60% PS&E phase (one [1] electronic PDF copy)
- Final Drainage Report at 90% PS&E phase (one [1] electronic PDF copy)

12. 2 TS&L and Alternative Design Study

Perteet will prepare horizontal and vertical alignment alternatives for the project to support the analysis of up to three bridge alignment alternatives. The horizontal and vertical alignments for the project will be evaluated as part of the civil alternatives analysis.

An opinion of cost will be prepared based on the alternatives. The opinion of cost will be based on unit prices and incorporate about a 30% contingency to account for the level of completeness of plan preparation, and to reflect experience on similar projects within the region.

Perteet will prepare the Civil, Roadway, Water & Drainage Design section of the TS&L Report and deliver to David Evans and Associates, Inc. to be compiled with the rest of the TS&L Report. The Civil, Roadway, Water & Drainage Design section will include the Roadway, Water, and Drainage Design criteria, design parameters, a proposed cross section figure, and other key design elements necessary for determining the preferred alternative. The Civil, Roadway, Water & Drainage Design section of the TS&L Report will include a recommendation for the approximate horizontal and vertical alignments. The exact alignments will be fixed during future design phases.

Selection of the preferred alternative will be made by the City stakeholders, and the preferred alternative will be carried forward in the design.

<u>Deliverables:</u>

- Draft and Final versions for up to three (3) alternative roadway plans and profiles as roll plots (PDF)
- Draft and Final versions of the Opinion of Cost for each alternative (Excel)
- Draft and Final versions of the Civil, Roadway, Water, & Drainage Design section of the TS&L Report (Word)
- Written responses to City comments on the Draft deliverables

12.3 Plans, Specifications, and Estimate

Construction plans, specifications, and an opinion of cost will be prepared based on the recommendations identified during the alternatives analysis and the stormwater design documentation tasks.

12.3.1 30% Plans and Opinion of Cost

Perteet will prepare 30% design level construction plans and opinion of costs and submit them to David Evans and Associates, Inc. to be incorporated into the 30% P&E set. Perteet will attend one (1) comment review meeting with the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City. The plans will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

The 30% design effort will include the development of the preliminary roadway design; including the horizontal and vertical alignment, curb, curb and gutter, sidewalk layout, preliminary wall profiles (CAD format provided to David Evans and Associates, Inc. for plan sheet creation), preliminary driveway profiles, paving sections, water main layout, drainage layout, channelization, site preparation, erosion control, and preliminary 30% opinion of costs.

30% Plans

It is anticipated that the 30% civil, roadway, water, and drainage plans will consist of the following sheets (19 sheets):

- Survey Control and Construction Alignment Plan (1 sheet)
- Construction Access Plan (3 sheets)
- Typical Sections (2 sheets)
- Paving Plan and Profile (4 sheets)
- Drainage Plan and Profile (4 sheets)
- Water Main Plan (2 sheets)
- Driveway Profiles (1 sheet)
- Channelization and Signing Plan (2 sheets)

30% Opinion of Cost

Perteet will calculate 30% design level quantities and prepare an opinion of construction costs based upon the 30% construction plans and current unit bid prices. A contingency will be included to accommodate additional construction costs not yet specifically identified.

Preliminary Design and P&E QA/QC of Deliverables

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

<u>Assumptions:</u>

• The City will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout shall not be substantially modified

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in a later design phase. A substantial change in the layout will constitute a change in scope and will allow Perteet to negotiate additional compensation for the change.

- Proposed improvements will extend beyond the existing right-of-way. Right-of-way plans will be developed by Perteet after comments are incorporated from the 30% review.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- The bid schedule for the opinion of cost will include up to one (1) bid schedule.

Deliverables:

- 30% design-level plans (half-size [11"x17"], PDF)
- 30% design-level opinion of cost summary (Excel)
- Preliminary wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.2 - 60% Plans and Opinion of Cost

Perteet will prepare 60% civil, roadway, water, and drainage plans and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans and opinion of cost will be submitted to David Evans and Associates, Inc. to be incorporated into the 60% P&E set.

Response to 30% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

60% Plans

It is anticipated that the 60% civil, roadway, water, and drainage plans will consist of the following sheets (48 sheets):

- Survey Control and Construction Alignment Plan (1 sheet)
- Right-of-Way Plan (4 sheets)
- Total Parcel Plan (1 sheet)
- Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (4 sheets)
- Construction Access Plan (4 sheets)
- Typical Sections (2 sheets)
- Paving Plan and Profile (4 sheets)
- Drainage Plan and Profile (4 sheets)
- Drainage Details (4 sheets)
- Water Main Plan and Profile (4 sheets)
- Water Main Details (2 sheets)
- Miscellaneous Details (2 sheets)
- Driveway Profiles (2 sheets)

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- Channelization and Signing Plan (2 sheets)
- Channelization and Signing Details (1 sheet)
- Site Grading Restoration Plan (2 sheets)
- Vegetation Restoration Plan (4 sheets)
- Vegetation Restoration Details (1 sheet)

60% Opinion of Cost

Perteet will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. Perteet will address applicable 30% review comments and make revisions as necessary.

60% P&E QA/QC and Constructability Review of Deliverables

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

Perteet will also perform a preliminary constructability review of the 60% Civil P&E under this task. This will be done by a member of Perteet's construction inspection team.

Assumptions:

- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Perteet.
- Perteet's responses will be provided on the original comment document the City provided to Perteet.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Specifications will not be provided at the 60% design-level.

Deliverables:

- Written responses to 30% comments
- 60% design-level plans (half-size [11"x17"], PDF)
- 60% design-level opinion of cost summary (Excel)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.3 - 90% Plans, Specifications, and Opinion of Cost

Perteet will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal

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deliverables. The plans, specifications, and opinion of cost will be submitted to David Evans and Associates, Inc. to be incorporated into the 90% PS&E set.

Response to 60% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the comment documents provided by the City.

90% Plans

The Plan sheets will be the same as those identified under the 60% design phase.

90% Opinion of Costs

Perteet will calculate 90% level quantities and opinion of construction costs based upon the 90% construction plans and current unit bid prices. Perteet will address applicable 60% review comments and make revisions as necessary.

90% Specifications

Perteet will prepare 90% level specifications based upon the 90% design using the WSDOT PSE Program (run-list with individual specifications files). Perteet will submit the civil specifications to David Evans and Associates, Inc. to be incorporated into the 90% set.

90% PS&E QA/QC Review of Deliverables

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

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to Perteet.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Bid forms will be filled out by David Evans and Associates, Inc..

<u>Deliverables:</u>

- Written responses to 60% comments
- 90% design-level plans (half-size [11"x17"], PDF)
- 90% design-level opinion of cost summary (Excel)

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- 90% design-level specifications (run-list and individual specifications files, Word)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.4 - 100% Plans, Specifications, and Opinion of Cost

Perteet will revise the 90% plans, specifications, and opinion of cost estimate based on the City's comments and prepare a 100% PS&E package.

Perteet will submit the 100% PS&E package to David Evans and Associates, Inc. to be incorporated into the 100% PS&E set for a 100% check print review by the City before assembling the Ad-Ready contract documents. 90% comments will be delivered electronically and incorporated into the 100% PS&E set. It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design. If there are significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Response to 90% Comments

Perteet will attend one (1) comment review meeting with David Evans and Associates, Inc. and the City staff and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

100% Plans

The Plan sheets will be the same as those identified under the 60% design phase.

100% Opinion of Costs

Perteet will update the project quantities and prepare a 100% opinion of construction costs based upon the 100% construction plans and current unit bid prices. The Consultant will address applicable 90% review comments and make revisions as necessary.

100% Specifications

Perteet will prepare the 100% Specifications based upon the 100% design. The Consultant will address applicable 90% review comments and make revisions as necessary. The fee effort for this task includes a review of the 2027 Standard Specifications for changes from the 2026 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project, it is assumed the 100% development will take place at least one year after the 90% phase due to Right-of-Way negotiations).

100% PS&E QA/QC Review of Deliverables

An internal Perteet quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments

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received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

<u>Assumptions:</u>

- It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design.
- Perteet will attend one (1) comment review meeting held virtually.
- All required walls will need to be structurally designed by David Evans and Associates, Inc.. Perteet will provide preliminary wall alignments and profiles in AutoCAD format for David Evans and Associates, Inc. to use in creating plan sheets.
- Bid forms will be filled out by David Evans and Associates, Inc..

<u>Deliverables:</u>

- Written responses to 90% comments
- 100% design-level plans (half-size [11"x17"], PDF)
- 100% design-level opinion of cost summary (Excel)
- 100% design-level specifications (run-list and individual specifications files, Word)
- Wall alignment and profiles to David Evans and Associates, Inc. (AutoCAD)

Task 12.3.5 – Ad-Ready Contract Documents

Perteet will finalize the 100% plans, specifications, and opinion of cost estimate based on the City's comments and WSDOT review comments and prepare final, ad ready, Bid Documents to be submitted to David Evans and Associates, Inc. for incorporation into the Bid set. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design. The fee effort for this task includes a review of the 2028 Standard Specifications for changes from the 2027 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project, it is assumed the 2028 Standard Specifications will need to be used).

Assumptions:

- The fee effort for this task assumes the City will provide one (1) set of compiled and consolidated comments reflective of all City comments from the final check set submittal. It is assumed that pre-final review comments will be minor in nature and not reflect any changes to design. If additional comments are made, or if any comments are made that alter the design, and it is determined that addressing them would cause significant changes to the plans, this may be considered additional work to be included in a supplement.
- Prior to bid advertisement, Perteet may make minor revisions to the Plans, Specifications, and Opinion of Costs. It is assumed that the drainage and ADA standards applying to this project will not be changed.

- The City will provide Builders Exchange with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding
- The City will provide Builders Exchange with a camera-ready or electronic set of Contract Specifications for purposes of their scanning and contract document distribution during bidding
- WSDOT comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.

Deliverables:

- Written responses to 100% comments
- Bid-ready plans (1 signed, full-size [22"x34"] electronic copy, PDF)
- Final opinion of cost summary (Excel)
- Bid-ready specifications (run-list and individual specifications files, Word)

WORK ELEMENT 13 STRUCTURAL DESIGN:

This work element is performed by David Evans and Associates, Inc. Engineering (David Evans and Associates, Inc.) to provide structural design services.

All structural design shall be per current WSDOT and AASHTO LRFD standards. WSDOT design standards shall control over AASHTO.

This work element includes the following tasks:

13.1 Type, Size and Location (TS&L) Report

David Evans and Associates, Inc. will prepare a TS&L Report to determine the most favorable design and location with respect to many variables (i.e., pier placement, constructability, future maintenance, cost, etc.). The eport will describe the project, proposed structure(s), cost estimates, other design alternatives considered, and recommendations. The Report also providesjustification for the selection of the preferred alternative.

The design team will first review the project history to become familiar with the project. The environmental and design reports will be thoroughly reviewed. The bridge site data will be checked so that additional data, maps, or drawings can be requested. A meeting with the City and a site visit will be arranged after reviewing the history of the project.

HWA will be contacted early in the TS&L process to provide preliminary foundation recommendations. Specific recommendations on the foundation type will be included in the TS&L Report.

To determine the preferred structural alternative, the design team will perform the following:

- 1. A list of feasible alternatives will be developed. At this stage, the range of alternatives will be kept open.
- 2. The least desirable alternatives will be eliminated by applying the constraints of the project. The assumptions on any restrictions and constraints will be documented. There will be no more than four alternatives at the end of this step.
- 3. The viable alternatives will be advanced to approximately 10% design to develop cost estimate and perform attribute comparison.

The structural studies document how the recommended alternative is determined. The following elements will be addressed:

- Aesthetics
- Foundations
- Cost estimates
- Geometric constraints
- Feasibility of construction

- Project staging and construction
- Stage construction requirements
- Structural constraints requirements
- Maintenance

Preliminary plan drawings of the recommended alternative will be included in an appendix. The drawings will show the plan, elevation, and a typical section at a minimum.

13.2 PS&E Submittals

Based on the City-chosen alternative from the TS&L phase, the design team will prepare 30%, 60%, 90%, 100%, and Ad-ready PS&E packages. Specification Manual will be provided at the 60%, 90%, 100%, and Ad-ready PS&E packages.

13.2.1 30% P&E - This task encompasses all the activities associated with the preparation of the 30% Plans and Engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this task.

Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of cost Estimate.
- **13.2.2 60% PS&E** This work element item encompasses all the activities associated with the preparation of the 60% Plans and engineer's opinion of construction cost Estimate (P&E) documents. Preliminary specification manual will be prepared in this task as well. Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- Two 11x17 (half size) copies of Plans.
- Two copies of the quantity Estimates and opinion of construction cost.
- Two copies of the preliminary Specifications
- 13.2.3 90% PS&E This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.
- **13.2.4 100% Plans, Specifications & Estimate (PS&E)** This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

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Deliverables:

- Two 11x17 (half size) copies of Plans
- Two copies of the 90% Specifications Manual
- Two copies of the quantity Estimates and opinion of construction cost.

13.2.5 Ad-ready PS&E

This work element item encompasses all the activities associated with the preparation of the 100% Ad-ready Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). Constructability Review and QA/QC activities are an inherent part of this element.

Deliverables:

- One half-size copy of the Ad-ready set of Plans
- One full-size originally signed copy of the Bid-ready set of Plans
- Specification Manual at 100% level document per LAG, WSDOT and City templates, in MS Word format.
- One copy of the quantities Estimate and opinion of construction cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files

Assumptions:

City to provide:

- Title block and CAD standards
- Contract Forms
- Bid Procedures and Conditions
- Division 1 General Requirements, including applicable special provisions

The Following table presents the anticipated Plan sheets for the Merrill & Ring Bridge Replacement Project:

Sheet Name	PS&E Assumed Number of Sheets	TS&L Assumed	PS&E Submittal Phase		
		Number of	30%	60%	90% &
		Sheets			100%
Cover Sheet	1		Х	Х	Х
Index Legend and Abbreviations	2			х	Х
Civil and Structural Demo Plans	4			х	х
Site Prep and TESC	4			Х	Х
Roadway Plan & Profile	8	2	Х	Х	Х
Striping & Paving	8			Х	Х
Roadway Typical Sections and Details	3	1	Х	Х	Х
ROW	2		Х	Х	Х
Drainage	3	1		Х	Х
Utilities	4			х	Х
Illumination	5			Х	
Construction Detour Plan	6	1		Х	Х
Traffic Control	6	1		Х	Х

Roadside Restoration	2			Х	Х
Bridge Plan & Elevation	2	4	Х	Х	Х
Bridge Demo	2			х	Х
General Notes	1			Х	Х
Bridge Construction Sequencing	5		Х	Х	Х
Temporary Shoring	2		Х	Х	Х
Bridge Foundation Layout	2	4	Х	х	Х
Shaft Details – Pier 1 and 4	2			Х	Х
Shaft Details – Piers 2 and 3	2			Х	Х
Pier 1 Layout (Plan & Elevation)	1		Х	Х	Х
Pier 1 Details	2			Х	Х
Pier 2 Layout (Plan & Elevation)	1		Х	Х	Х
Pier 2 Details	2			х	Х
Pier 3 Layout (Plan & Elevation)	1		Х	Х	Х
Pier 3 Details	2			х	Х
Pier 4 Layout (Plan & Elevation)	1		Х	Х	Х
Pier 4 Details	2			Х	Х
Framing Plan	2			Х	Х
Bridge Typical Sections	2		Х	Х	Х
Girder Details	8			Х	Х
Diaphragms Details	4			Х	Х
Deck Reinforcing	6			Х	Х
Bearing Details	3			Х	Х
Expansion Joint Details	3			Х	Х
Bridge Drainage Details	3			Х	Х
Utility Support Details	2			Х	Х
Bridge Barrier Details	3			Х	Х
Bridge Railing Details	2			Х	Х
Bridge Approach Slabs	2			Х	Х
Retaining Wall Layouts	4		Х	Х	Х
Retaining Wall Details	2			Х	Х
Bar Bending Sheets	4				Х
Guardrail	3			Х	Х
Perm. Signage and Attachments	2			х	Х
Urban Design/Aesthetics	15	1		Х	Х
	1	1	1		

WORK ELEMENT 14 BIDDING PHASE SUPPORT

In this work element the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as twenty (20) Request for Information and Clarifications for bidding purposes and will assist the City on any required bid Addendum packages.

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WORK ELEMENT 15 CONSTRUCTION PHASE SUPPORT:

In this work element and at the discretion of the City, construction phase services may be added to this contract. The following presents the envisioned tasks associated with this work element.

15.1 Engineering Support During Construction

In this task, CONSULTANT will provide on-call engineering support services to the City during the construction period of the Project. This task encompasses review of and responses to Contractor RFIs; Submittals during the construction phase and preparation of As-built drawings and inventory load rating of the new bridge.

Deliverables:

- As-built drawings
- Load Rating Analysis and Summary

15.2 Optional Construction Management Services

David Evans and Associates, Inc.'s team possess a highly experienced and qualified CM team. In case the City desires, David Evans and Associates, Inc. staff can augment City's team to provide CM services for this project. The following are the categorized activities associated with this Task:

- Participate in pre-con meeting;
- Provide full-time Construction Project Manager for all aspects of construction activities including oversight of contractors and subcontractors, quality control, safety compliance, managing project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes management of staff, subconsultants, and preparation for monthly invoices and progress reports;
- Provide full-time senior inspectors (except when City Inspector is on team) to track quantities, daily inspection reports, etc.;
- Provide full-time/part-time assistant inspector, as workload requires;
- Review and respond to unanticipated conditions that occur during construction;
- Review requests to change or modify the work shown in the plans and specifications; provide recommendations to resolve issues;
- Prepare as-built drawings;
- Material testing.

Deliverables:

• Progress Reports; Inspection Daily Reports; Submittal Reviews; RFI Reviews; Monthly Pay Estimates; Change Management; Record of Materials; Pre-con and Construction Photos; Testing and Lab Reports where necessary; Red-line As-built; Close-out

The project will utilize DBE sub consultants in subsequent agreements for the following services:

- Furtado & Associates (\$215,628): Surveying
- EnviroIssues (\$172,227): Public Outreach
- HWA (\$242,346): Geo-technical
- Ott-Sakai (\$108,960): Constructibility
- HBB Landscape Architecture (\$164,320): Landscape and Architecture

The total DBE work elements are budgeted to total \$903,481, 23% of the total project budget (exceeding the established DBE goal of 19%). See more details in exhibits D&E (pages 82-91).

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

Per agreed upon standards.

B. Roadway Design Files
Per agreed upon standards.

C. Computer Aided Drafting Files Per agreed upon standards.

D. Specify the Agency's Right to Review Product with the Consultant $N\!/\!A$

E. Specify the Electronic Deliverables to Be Provided to the Agency Please see "Exhibit A"

F. Specify What Agency Furnished Services and Information Is to Be Provided Please see "Exhibit A"

II. Any Other Electronic Files to Be Provided

Please see "Exhibit A"

III. Methods to Electronically Exchange Data

Email, DropBox, OneDrive, flash drives, Auto Desk, and other share sites

A. Agency Software Suite N/A

B. Electronic Messaging System Outlook and Auto Desk

C. File Transfers Format

Various; please see "Exhibit A"

Please see "Exhibit D" beginning on page 82.

If no sub-consultant participation at this time. 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.

Please see "Exhibit E" beginning on page 84.

		i L C			
I KAN I ECH I EAM BUDGE I BREAKDOWN		UBE FIRM		UBE Cost	
David Evans and Associates, Inc.	\$ 2,148,234	No	Ь		
Furtado & Associates	\$ 215,628	Yes	ф	215,628.12	
Envirolssues	\$ 172,227	Yes	φ	172,227.39	
HWA GeoSciences	\$ 242,346	Yes	Ь	242,345.54	
Perteet	\$ 581,865	No	θ		
Kimley-Horn	\$ 98,221	No	θ		
Ott-Sakai	\$ 108,960	Yes	θ	108,959.85	
HBB Landscape Architecture	\$ 164,320	Yes	¢	164,319.59	
Commonstreet Consulting	\$ 192,583	No	Ь		
TOTAL PROJECT BUDGET	\$ 3,924,383		⇔	903,480.50 239	%
MANAGEMENT RESERVE	\$ 100,000				
TOTAL CONTRACT BUDGET	\$ 4,024,383				

Exhibit D - Prime Consultant Cost Computations Summary

Merrill & Ring Bridge Replacement

Exhibit D - Prime Consultant Cost Computation											
Work Element 1, 9, 13, and 14 - David Evans and Assoc	iates, Inc.										
	Principal Engr	Mq	Senior	Project	Staff	Staff	Senior	Const.	Senior CAD	Admin 5	Total
	QM?		Engineer	Engineer	Engineer 2	Engineer 1	Engineer	Estimator	I ecnnician		
Work Element 1 - Project Management	Jim King	Kash Nikzad	ArzhangAlimor adi/ Parvis Banan	Scott Shih	Keisuke Massey/ Karl Larson	Maya McCants	Alan Gage	Mo Sheikhizadeh	Donna Jenson	Lily Trau/ Aislyn Garner/ Vickie Elwell	
Design Team Meetings		200									200
Project Team Meetings (incl. City) PM - Progress Reports, Schedule and Invoicing		200 160								200	360
Work Element 9 - Illumination, Ped Signal and Signing											
9.1 IIIumination Plans 9.3 Permanent Signing Plans	84						240 80		120 40		368 124
Work Element 13 - Structural Design											
13.1 - Type, Size and Location (TS&L) Report Concent Development			280	160	160	160			100		860
Plans & Estimation Report	40		120 40	120 40	160			40		40	440 160
13.2 - PS&E Submittals											
13.2.1 - 30% Design 30% PS&E (plans and quantities) 30% DC Review	40		280	320	320	320		24	160		1,400 64
0.000 Decision	2							ī			5
13.2.2 - 00 // Design 600 // PS&E (plans, quantities)			240	280	320	320			320	74	1,480
ou % r5&E (outline specs) 60% QC Review	40				00			24		-44	64
13.2.3 - 90% Design				000	000	000			000		007.7
90% PS&E (platis, quantities) 90% PS&E (draft specs)	ę		240	7007	80	020		20	020	24	104
90% CC KEVIEW	40							74			04
13.2.4 - 100% Design 100% DE8E - [plans, quantities) 100% DE8E - [plonS, gpecs 100% GC Review	40		240	280	320 80	320		24	320	24	1,480 104 64
13.2.5 - Ad-ready Design Ad-ready PS&E - Ad-ready Plans and Quantities Ad-ready PS&E - Ad-ready Specs Ad-ready OS Review	32		100	120	120 60	120		24	160	24	620 84 56
Work Element 14 - Bidding Phase Support											
Attendance at Pre-Bid Meeting Besnonse to BEls (Assume 4)		8 4	α	α	α	α		ω α	6		16 50
response to trus (resume +) Preparation of Addendums (Assume 2)		οœ	σ	>	16	>		-	2		34
Work Element 15 - Construction Phase Services		Efforts for	this Work Elem	ent are not incl	uded in this Co	ntract and will	be scoped at a	I later date.			
Total Staff Hours Direct Hourby Rate	244 \$98.00	584 \$98.00	1556 \$90.00	1608 \$82.00	2044 \$65.00	1568 \$42.00	320 \$72.00	176 \$115.00	1544 \$57.75	336 \$49.50	9,980
Total Direct Salary Cost	\$23,912	\$57,232	\$140,040	\$131,856	\$132,860	\$65,856	\$23,040	\$20,240 Tota OH at 1	\$89,166 I Direct Labor (76.24% of Direc	\$16,632 Cost tt Labor	\$700,834.00 \$700,834.00 \$1,235,149.84
								Profit	at 30% of Direct	t Labor	\$210,250.20
									Subtotal (Labor	(\$2,146,234.04
Direct Cosis (travel, production, Fedex, etc)											\$2,000
									Total:	\$2,14	8,234
Notes:											

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Old Last Training Example	
Resolution Secondaria Seconda	Engineer/ Engineer III Civil Lead Eng/
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Totat \$561,665	

Exhibit E Merrill &	E - Sub-consultant Cost Computations Ring Bridge Replacement									
	Work Element 2 - Surveying - Furtado & Associates									
		Department Manager	Survey Manager III	Project Manager II	Civil Engineer III	Engineering Technician IV	Field Team Lead	Surveyor III	Senior Projects Administrator	Total
Work Flem	nent 2 - Surveving									
2.1	Project Management	16		12			9		36	20
2.2	Surveying		c				ç	ç		4
2.2.7	Survey Control		α		K		9L	9L		40
2.2.3	rreid survey & widppring Aerial Image Collection				7 4		9	9		14
2.2.4	Utility Surveying Services				14		24	24		52
2.2.5	Structure DIP Measurements						12	12		24
2.2.6	OHWM Flags						50	50		40
2.2.7	6in DBE+ Trees w/Driplines						10	10		20
2.2.9	Frield Survey of PH1 & PH2 Borings		4				0 00	0 00		16
2.2.10	Field Survey of Utility Test Holes						000	000		16
2.2.11	Field Pickup Days		4				16	16		36
2.3	Basemap		c	4		4				100
2.3.1	Basemap Dratting		× ~	46		46				34
2.3.3	Utility Surveving Services		10	12		2				26
2.3.4	Aerial Image Mosaic Creation		1		4	4				6
2.3.5	Structure DIP Measurements		2	14		14				30
2.3.6	OHWM Flags		5	10		ę.				22
2.3.7	6in DBE+ Trees W/Driplines		7 0	4		4				10
2.3.0	Record Utility Information		v «	4 cc	~	4 oc				32
2.3.10	Utility Test Hole Integration		000	0	90	9				28
2.3.11	Pickup Survey Updates		4	8		16				28
2.3.12	aciaa	2	8			8				18
2.4	Right-of-Way Plans		ac		ç	23				04
2.4.7	TCE Doc werkinit		00 ac		38	77				130
2.4.2	I CE Desc WEXTIDIT Parcel Title Review		32		8 9	\$ \$				86
2.4.4	30% ROW & Control Sheet Review (3 sheets)		22		4	38				64
2.4.5	60% ROW & Control Sheet Review (3 sheets)		8		2	22				32
2.4.6	90% ROW & Control Sheet Review (3 sheets)		2		2	9				9
2.4.7	100% ROW & Control Sheet Review (3 sheets)	¢	0		0 0	4 4				∞ ;
2.4.0	IFD ROW & CONTON STREET REVIEW (3 STREETS)	7	7		7	4				0
Total Staff	f Hours	20	199	134	100	360	182	176	36	1,207
Direct Hou	urly Rate	\$82.96	\$74.63	\$56.06	\$58.97	\$40.36	\$50.58	\$34.05	\$55.16	
Total Dire	ct Salary Cost	\$1,659	\$14,851	\$7,512	\$5,897	\$14,530	\$9,206	\$5,993	\$1,986	\$61,633.33
							OH at 1	al Direct Labor 165.6% of Direc	t Labor	\$102.064.79
							Profit	at 30% of Direc	Labor	\$18,490.00
							Subtotal (Labo	5		\$182,188.12
	Item	Units	Cost per Unit	Total Cost						
	Survey Vehicle Usage (\$60/day)	26	\$60.000	\$ 1,560.00						
	APS Utility Testhole(\$2800/Testhole)	80 ·	\$2,800.000	\$ 22,400.00						
	APS Testhole RM(\$390/hr)	30	\$390.000 \$125.000	\$ 1,560.00 \$ 1,220.00						
	APS Conductible Locales Kiwi(\$130/fr)	32		\$ 3,600.00						
		t	000.0000	\$ 33.440.00						
								Direc	t Costs Total:	\$33,440
									Total:	\$215,628
Notes:										

Easter the test	E. Out-serve theme Or at Or manufactions	1										1		
City of F	E - Sub-consultant Cost Computations													
City of E	verett - werrin & King Bridge Replacement													
Work El	ement 3 - Geotechnical- HWA GeoSciences Inc.													
	Work Element	Geotechnical	Principal	Geotechnical	Geotechnical	Geotechnical	Geotechnical	Geologist III	Geologist III	Geologist VI	CADD	Controller	Clerical	Total
		Engineer VIII	Enviro	Engineer VIII	Engineer V	Engineer VI	Engineer V				Tech.			
		(Wright)	(Sugar)	(Huling)	(Gertz)	(Hawkins)	(McMullen)	(Benson)	(Oskierko)	(Kapise)	(Fry)	(Babko)	(Murphy)	
	Task 3.1 - Geotechnical Project Management													
	3.1.1 Attend Project Kickoff Meeting:			4	4									8
	3.1.2 Project Coordination Meetings (Assume 12):			12	12									24
	3.1.3 Invoice Generation and Processing:				12							12		24
	3.1.4 Geotechnical Task Management:			10	20		10							40
	Task 3.2 Review Existing Geotechnical Data													
	3.2.1 Collect and Review Available data:				4			4						8
	Task 3.3 Field Geotechnical Explorations													
	3.3.1 Plan Field Exploration Program:				2		12	12						20
	3.3.2 Conduct Utility Locates:							8						8
	3.2.3 Generate Geotechnical Work Plan Memo:			2			4	8			2			10
	3.3.4 Conduct Abutment Borings (Assume 3 Days):			_				30						30
	3.3.4 Conduct Bridge Deck Coring and Plating:						8		8					10
	3.3.4 Conduct Borings Through Bridge Deck (assume 4 days):							32						33
	3 3 4 Patch Bridge Deck Cores:						8		8					10
	3.3.4 Remove Steel Plates from Roadway:	1					4					1		
	3.3.5 Conduct Slope reconnaissance (assume 2 Davs):			4	4		24	24						56
	3.3.5 Conduct Limited Access Borines (Assume 2 Days):	1						20						21
	3.3.6 Generate Boring Logs and Lab Testing:				4		8	8				1		21
	3.3.7 Groundwater Monitoring:						2	10						1
	Task 3.4 Geoenvironmental Support						-							
	3.4.1 Review of Existing/Readily Available Data									8			<u>├</u> ──	
	3.4.7 Site Reconnaissance									0			<u> </u>	
	3.4.3 Generate Hazardous Materials Analysis Report	1	6							-+ 30			<u> </u>	21
	Task 3.5 Genterhnical Engineering Analysis Report	1	U							50				
-	2.5.1 Evaluate Field and Laboratory Data:				4		6							10
	3.5.1 Evaluate Field and Cabbratoly Data.			2	4		0	9			8			20
-	3.5.2 Develop deologic cross-sections.			2	2		1	0			0		I − − I −	20
	3.5.5 Generate AASHTO Seisinic design parameters.			2	3		10							
	3.5.4 Evaluate slope stability:			2	4		12							10
-	3.5.5 Evaluate Soli for Liqueraction and lateral Spread Potential:			2	12		8						I − − I −	14
	3.5.6 Evaluate Bridge Foundation Vertical Capacity:			2	12		4							10
	3.5.7 Evaluate Bridge Foundation Lateral Capacity:			1	6		4							1
-	3.5.8 Generate Abutment Lateral Earth Pressures:			2	6						4			12
	3.5.9 Retaining Wall Design:			2	0		4							-
	3.5.10 Slope Stabilization Design:			2		0	4							
-	3.5.11 Approach Pavement Design:					6								
-	3.5.12 Specification Development:			4	6		4							14
-	3.5.13 HWA QA/QC:	6		6										12
	Task 3.6 Draft Geotechnical Report													
	3.6.1 Prepare Draft Geotechnical Engineering Report:	6		6	8		6	8			4		1	39
	Task 3.7 Final Geotechnical Report													
	3.7.1 Prepare Final Geotechnical Engineering Report:	4		4	8						1		1	11
	Task 3.8 Geotechnical PS&E Coordination and Support													
	3.8.1 Miscellaneous Geotechnical Assistance (Assume 40 hours):			20	20		100	180	10	10		10		40
		16	6	85	153	6	129	172	16	42	19	12	2	658
-	Total	\$ 88.00	\$ 98.00	\$ 92.00	\$ 01.00	\$ 92.00	\$ 53.00 \$6.937	\$ 37.00	3 43.50 \$696	\$ 03.00	\$ 34.00	3 00.00 \$600	\$ 35.00	\$37.217
	10tal	\$1,400	4000	\$7,020	\$3,410	4002	40,037	40,504	2030	42,220	2040	3000	\$10	457,217
											Profit	at 29.5% of D	Direct Rate	\$10,979
										0\	verhead at	187.24% of E	Jirect Rate	\$69,684
												Total L	abor Cost	\$117,88
-	Direct Freedow													
	Environmental Database Subcontractor												├ ──┼─	0500
	Environmental Database Subcontractor													\$500
	Gastachnical Lab Tacting (Shalby Tube Extension) & Tubes												<u>├</u> ──	\$100
	Geotechnical Lab Testing (Snelby Tube Extrusion) 6 Tubes													\$600
	Geotechnical Lab Tecting (Unit Weight Sheer CD) 2 Texts												<u>├</u> ──	\$480
	Geotechnical Lab Testing (Traxial Multi-Stage CO) 2 Tests													\$2,800
	Geotechnical Lab Testing (Unit Weight Kings) 0 10sts												<u>├</u> ──	\$390
	Geotechnical Lab Testing (Moisture Content) 50 Tests													\$750
-	Contraduciant Lab Testing (Sieve & Hydrometer) 4 1988												<u>├</u> ──	\$1,100
-	Geotechnical Lab Testing (Atterberg Limits) 10 Tests													\$2,600
	Geotechnical Lab Testing (Grain Size) 20 Tests													\$2,700
-	Geotechnical Lab Testing (Direct Snear testing) 8 Tests													\$5,400
-	Traffic Control Plan Development (\$250/plan) 4 TCP Plans													\$1,000
-	Phase I Bridge Deck Coring Subcontractor	1.5												\$1,000
	Phase I Bridge Deck Coring Traffic Control Rental and Flaggers (Assume	e I Day)												\$2,500
	Phase 1 Abutment Drilling Traffic Control Rental and Flaggers Costs (As	sume 3 Day)											├ ──	\$7,500
	Phase 1 Abutment Driller Cost (Mud Rotary)													\$23,000
	Phase 1 Abutment Driller Contingency (10 %)												┢───┝─	\$2,300
	Phase 1 Interior Pier Driller Cost (Sonic Drilling)				L			L					++	\$42,000
	Phase 1 Interior Pier Driller Contingency (10%)													\$4,200
	Phase I Bridge Deck Patching Materials												+	\$500
	Phase 1 Bridge Deck Patching Flagger Costs (Assume 1 Day)	1											\vdash	\$1,500
	Phase 1 Bridge Deck Steel Plate removal Flagger Costs (Assume 1/2 Day)											\vdash	\$1,250
	Phase 2 Limited Access Driller Costs												\vdash	\$10,000
	Phase 2 Limited Access Driller Contingency (10 %)												\vdash	\$1,000
	Phase 2 Boom Truck Rental												\vdash	\$4,000
	Phase 2 GPS Rental (Assume 5 Days)												++	\$375
	Phase 2 Drop Weight Cone Penetrometer Rental (Assume 3 Days)												\vdash	\$750
	Groundwater Transducer Rental												\vdash	\$1,200
	Groundwater Reading Traffic Control Rental and Flaggers (Assume 2 ha	lf day readings)											\vdash	\$2,500
	Mileage												\vdash	\$471
	Direct Expenses Subtotal												\vdash	\$124,466
	L												\vdash	
	Lotal	1										1	1 1	\$242 34

Exhibit E - Su	ub-consultant Cost Computations			
Merrill & Rinc	g Bridge Replacement			
Wor	rk Element 7 - Constructability Review. Construction CPM and Esti	nation - Ott S	akai	
		Sanior	Contract	Total
			Monodor	1 4 44
		Specialist	INIAIIAGE	
Work Element 7				
7.1- Constructat	bility Review, PS&E, TS&L, 30%, 60%, 90%	120	4	132
7.2- Constructio	on CPM Schedule PS&E, 60%, 100%	60	N	66
7.3 - Constructic	ion Cost Estimate-PS&E, 60%,90% and 100% 100%	200	5	215
Total Staff Hour	22	380	11	413
Direct Rates	\$124.00	\$124.00	\$86.50	
Total Direct Sal	ary Cost \$2,728	\$47,120	\$952	\$50,800
		Tota	I Labor Cost	\$50,800
)H at 84.49% of	Direct Labor	\$42,920
		Profit at 30% of	Direct Labor	\$15,240
			Total	\$108,960
Direct Costs (Mi	ileace. Reproduction. Shipping. etc.)			
			, , , ,	
		อั	rand Total:	\$108,960

Edward Lincoln, PE Joey Niller Koltonowski Lincoln, PE Joey 10 Project Project Project 10 20 12 12 10 10 12 3 12 11 2 20 10 12 12 20 10 13 12 20 10 14 2 20 10 15 12 20 10 10 2 20 10 10 12 2 20 10 10 11 2 20 10 10 11 2 20 20 10 10 6 54350 \$4,375 \$36,12 \$10045 \$4,375 \$4,376 \$36,12 30 \$10046 \$4,375 \$5,370 \$1,064 \$10 10 10 10 10 \$10,045 <th></th> <th></th> <th>Total</th> <th></th> <th></th> <th></th> <th>30</th> <th>35</th> <th>20</th> <th>33</th> <th>23</th> <th>23</th> <th>22</th> <th>2</th> <th>120</th> <th>16</th> <th>370</th> <th></th> <th>\$24,873</th> <th>\$24.873</th> <th>\$48.886</th> <th>\$7,462</th> <th>\$81,221</th> <th>\$2,000 \$15,000</th> <th>\$98,221</th> <th></th>			Total				30	35	20	33	23	23	22	2	120	16	370		\$24,873	\$24.873	\$48.886	\$7,462	\$81,221	\$2,000 \$15,000	\$98,221	
Edward Brad Joey Koltonowski Lincoln, PE Joey Koltonowski Lincoln, PE Joey Project Principal/ Miller Project Project Engineer 10 1 2 30 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 1 2 20 810,045 \$4,375 \$9,370 10 10 102 10 10 2 20 10 10 2 10 10 10 10 10 10 10 10 <					Clerical		2								10	10	30	\$36.12	\$1,084	otal Labor Cost	of Direct Labor	of Direct Labor	Total		Total:	
Edward Lincoln, PE Koltonowski Lincoln, PE Project Principal/ Manager Project Engineer 12 12 20 3 10 2 25 25 6 \$87.50 \$10,045 \$87.50		Joey	Miller		Engineer		20	12	10	30	20	20	20		60		192	\$48.80	\$9,370	Ĕ	OH at 196.54%	Profit at 30%				
Edward Koltonowski Project Manager 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Brad	Lincoln, PE	Principal/	Project Engineer		12	ι N		2	0	2		1	25		50	\$87.50	\$4,375							
		Edward	Koltonowski	Project	Manager	ç	12	20	10	-		~		2	25	9	98	\$102.50	\$10,045							

				Total		52	39	44	11	280	124	345	40	180	1,115	1 U U U	\$53,644	\$85,771	\$16.093	\$155,509	\$16,719	\$172,227													
				Web Developer	Associate III						36				36 ¢ 62.00	00.70 ¢	\$2,232	of Direct Rate	of Direct Rate	tal Labor Cost		Total													
				Graphic Designer	Associate II						30	146		25	201	00.01 00.00	\$9,240	ead at 159.89%	Profit at 30%	To															
				Graphic Designer	Senior Associate							9			€ 62.00	00.700 ¢	\$312	Overho																	
				Associate I				10		100		81	12	52	\$ 36.00		\$ 9,180							Total Item Cost	\$960.00	\$20.00	\$178.00	\$300.00	\$4,000.00	\$300.00	\$160.80	\$600.00	\$6,750.00	\$2,400.00	\$1,050.00 \$16,718.80
				Associate II		26	26	18	8	100	40	72	20	66	376 ⊄ 47.00	41.00	\$11,012							Cost Each	\$80.00	\$0.10	\$0.89	\$150.00	\$4,000.00	\$100.00	\$0.67	\$600.00	\$0.45	\$800.00	\$350.00
				Senior Associate		26	13	16	8	08	18	40	œ	37	241 \$ 62.00	00.20 ¢	\$14,342							Quantity	12	200	200	2	1	З	240	1	15000	с С	33
xhibit E - Sub-consultant Cost Computations	lerrill & Ring Bridge Replacement	Vork Element 10 - Community Outreach - Envirolssues		Work Element		Work Element 1 - Project Management/Team meetings	Work Element 1 - Project Management/Progress reports & invoicing	Task 10.1 - Community outreach plan	Task 10.2 - Stakeholder engagement	Task 10.3 - In-person public event	Task 10.4 - Online engagement	Task 10.5 - Outreach materials	Task 10.6 - Outreach summary	Task 10.7 - Pre-Construction Communications Plan/Open House		1-4-8	lotal				Direct Expenses (Production, Mileage, etc)		Direct Expense Breakdown	Item	Boards	Copies - black and white	Copies - color	Display ads	Mail house	Meeting refreshments	Mileage	Large vinyl banner	Postage	Materials translation	Interpretation services

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Exhibit E - Sub-consultant Cost Computations							
Merrill & Ring Bridge Replacement							
Work Element 5 - Bridge Aesthetics - HBB Landscape Architect	ure						
Mich Element	Principal-	Project		CADD /		Contracts	- Tota F
		22				24	1010
5.1 Froject Mariagenrent 5.2 Urban Desian Concepts	12	32	48	64	9		162
5.3 60% Urban Design	24	58	64	86	12		244
5.4 90% Urban Design	20	36	28	64	œ		156
Constructability Review		12		8			20
5.5 100% & Ad-Ready Urban Design	12	24	14	38	4		92
5.6 Outreach Graphics	4	12	24	76	4		120
5.7 Landscape Restoration Plan	32	80	48	132	20		312
				007	i	č	
	104	¢ 75.00	00 07 \$	400 07 FO	5	¢ 24	1,132
	90.00		40.00	\$17 EAD	φ 42.00	00.00 \$1 560	¢60.478
1014	1 43,000	\$20,1 UU	4 3,040	000,71¢	φ Ζ , 200	91,300	\$00,47.0
				Overhe	ad at 116.62%	of Direct Rate	\$70,529
					Profit at 30%	of Direct Rate	\$18,143
					Tot	al Labor Cost	\$149,151
Direct Expenses (Production, Mileage, etc)							\$15,169
						Total	\$164,320
Direct Expense Breakdown			T				
Item	Quantity	Cost Each	Cost				
Travel expenses (mileage)	270	\$0.63	\$168.75				
Graphic supplies		\$1,000.00	\$0.00				
Arborist Services (allowance, including 1.10 markup)	1	\$15,000.00	\$15,000.00				
TOTAL			\$15,168.75				

Evhibit E	Sub concultant Cost Computations					1				
	- Sub-consultant Cost Computations									
Merrill & F	king Bridge Replacement									
Work Elen	nent 11 - Right-of-Way Support, Commo	nstreet Co	onsulti	ng						
		Principal / Advisor / Pr	Senior rogram	Project Manager / Property Manager /	Senior Project Control Specialist / Senior Right of Way	Project Control Specialist Right of W	/ ay	Senior Right of Way Agent / Senior Property Management Specialist / Senior Outreach and	Right of Way Agent / Property Management Specialist / Outreach and Engagement	
Work Elen	nent	Manag	er	Field Manager	Technician	Technicia	n	Engagement Specialist	Specialist	Total
11.1	Project Management		7	70	7		35			119
11.2	Title Review and Conveyance Documents	Drafts		4	7		14	4	12	41
11.3	Appraisal and Appraisal Review Coordinat	tion		7			14			21
11.4	Negotiations, Administrative Settlements,	and QA/Q0	С	7	4		35	140	70	256
11.5	Relocation Services			60			30	180		270
11.6	Project and File Close-out			4	7		14	7	4	36
	Total Staff Hours		7	152	25	1	42	331	86	743
	Direct Hourly Rate	\$ 1	21.00	\$ 82.00	\$ 64.00	\$ 48.0	00	\$ 77.00	\$ 47.00	
	Total Direct Salary Cost		\$847	\$12,464	\$1,600	\$6,8	16	\$25,487	\$4,042	\$51.256
	,			. ,				• •		···,
							+	Overhead at 119.58	3% of Direct Rate	\$61.292
								Profit at 30	% of Direct Rate	\$15,377
								i ront at ot	Total Labor Cost	\$127 925
										ψ127, 520
	Direct Expenses (Production Mileage	etc)								\$64 658
	Direct Expenses (i roduction, mileage,	010)								φ0 4 ,000
									T - 4 - 1	\$400 F00
									lotal	\$192,583
	Direct Expense Breakdown									
					Total Item					
	Item	Quantity		Cost Each	Cost					
	Appraisal	9		\$5,000.00	\$45,000.00					
	Appraisal Review	9		\$1,500.00	\$13,500.00					
	Reproduction, Postage, and Delivery	18		\$15.00	\$270.00					
	Preliminary Title Reports	9		\$550.00	\$4,950.00					
	Mileage at current federal rate	1400		\$0.67	\$938.00					
	TOTAL				\$64.658.00					

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

- Exhibit G-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 David Evans and Associates, Inc. whose address is 365 - 188th Ave SE - Suite 100 - Bellevue, WA 98005 and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

11/18/2024

Signature (Authorized Official of Consultant)

Date

Khashayar Nikzad, PE

Exhibit G-1(b) Certification of City of Everett (Agency)

I hereby certify that I am the:

✓ Mayor

Other

of the City of Everett

, and

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

CITY OF EVERETT

Signature Cassie Franklin, Mayor

Date

11/18/2024

	Attest:
	Maingn
EVERETT	Office of the City Clerk

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

11/18/2024

Signature (Authorized Official of Consultant)

Date

Khashayar Nikzad, PE

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

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

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

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)

11/18/2024

Signature (Authorized Official of Consultant)

Date

Khashayar Nikzad, PE

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Merrill & Ring Bridge Replacement * are accurate, complete, and current as of November 13, 2024 **.

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: David Evans and Associates, Inc.

Rz

Signature Khashayar Nikzad, PE

11/18/2024

Title

Date of Execution***: 11/13/2024

^{*}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 \$NA

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

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: \$NA

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

NA

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met 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 in 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 associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

David Evans & Assoc-Merrill & Ring Creek Bridge Repl-PSA-TH-rev.SD

Final Audit Report

2024-11-18

	Created:	2024-11-18
	By:	Marista Jorve (mjorve@everettwa.gov)
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