



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

BASIC PROVISIONS	
Service Provider	Jacobs Engineering Group, Inc.
	1100 112th Avenue NE, Suite 500 Bellevue, WA 98004
	Jeannette.DeLay@jacobs.com
City Project Manager	Tom Hood, P.E.
	City of Everett – Public Works 2930 Wetmore Ave., 10-C Everett, WA 98201
	THood@everettwa.gov
Brief Summary of Scope of Work	Provide Preliminary, Final Design and Construction Support Services for Phase 2 of the freight mobility corridor which includes improvements at 6 intersections.
Completion Date	December 31, 2028
Maximum Compensation Amount	\$2,649,646

BASIC PROVISIONS	
Service Provider Insurance Contact Information	Marsh Risk & Insurance Services
	1-212-948-1306
	CIRTS_Support@jacobs.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p>Answer: Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p>Answer: N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
Willful Wage Violation Certification	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. Submission of an untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of compensation (Exhibit B).

**CITY OF EVERETT
WASHINGTON**

JACOBS ENGINEERING GROUP, INC.



Cassie Franklin, Mayor

01/23/2026

Date

ATTEST



Office of the City Clerk

Jeannette DeLay

Signature: _____

Name of Signer: Jeannette DeLay

Signer's Email Address: Jeannette.DeLay@jacobs.com

Title of Signer: Manager of Projects



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 13, 2025

ATTACHMENT
PROFESSIONAL SERVICES AGREEMENT
(GENERAL PROVISIONS v.1.13.25)

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work, and Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation.**
 - A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
 - B. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
 - C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. “Eligible Expenses” means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not

- identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
 - E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.
5. **Method of Payment.**
- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
 - B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the

scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.
11. **Insurance.**
 - A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.

2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
 - C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
 - D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
 - E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
 - F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
 - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide

the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

- 12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
 - (1) Service Provider is free from control or direction over the performance of the service; and
 - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
 - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
 - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
 - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
 - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City.

Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.

- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
 - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to

workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Public Works, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third-party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature of either party on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS
(v.1.13.25)**

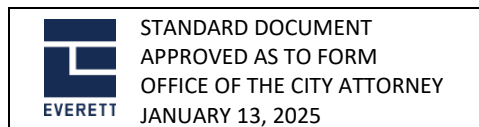


EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
(SCOPE OF WORK -- ATTACHED)

SCOPE OF WORK
Exhibit A – Scope of Services
City of Everett
41st Street Rucker Freight Corridor – Phase 2
Preliminary and Final Design and Construction Support Services

Introduction and Background

The freight corridor improvements in City of Everett are being developed and constructed in several phases.

Phase 1: City of Everett prepared a Freight Access and Mobility Study in 2009 that identified improvements along 41st Street, Rucker Avenue, Pacific Avenue, and W. Marine View Drive for freight travel through Everett and to/from the Port of Everett. Phase 1 of the 41st Street Rucker Avenue freight improvements has been constructed.

Phase 2: Since phase 1 improvements, the City has been redeveloping the downtown area and considering further improvements for freight mobility that would also improve safety for all users. In 2024, they completed the planning for Phase 2, which identified and evaluated concepts to improve freight mobility along the study corridor. The preferred concept includes improvements at four intersections along the corridor:

- 41st Street/Rucker Avenue
- Pacific Avenue/Grand Avenue
- Pacific Avenue/W. Marine View Drive
- W. Marine View Drive/Terminal Avenue

Table 1: Description of Preferred Design Concepts

Design Concept	Intersection	Location	Description
2A.2	3	W Marine View Drive/Pacific Avenue	Reorientation of W Marine View Dr/Pacific Ave intersection – West shift, with Grand Ave
2A.2	2	Grand Avenue/Pacific Avenue	Grand Ave pedestrian safety changes
3A	4	W Marine View Drive/Terminal Ave	Intersection Improvements at W Marine View Dr/Terminal Ave intersection – Eastbound right

3B	4	W Marine View Drive/Terminal Ave	Intersection Improvements at W Marine View Dr/Terminal Ave intersection – Northbound left
4	1	41st Street/Rucker Avenue	Intersection Improvements at 41st St/Rucker Ave intersection - Westbound right

This scope will conduct preliminary and final design engineering for construction of the Phase 2 preferred concept.

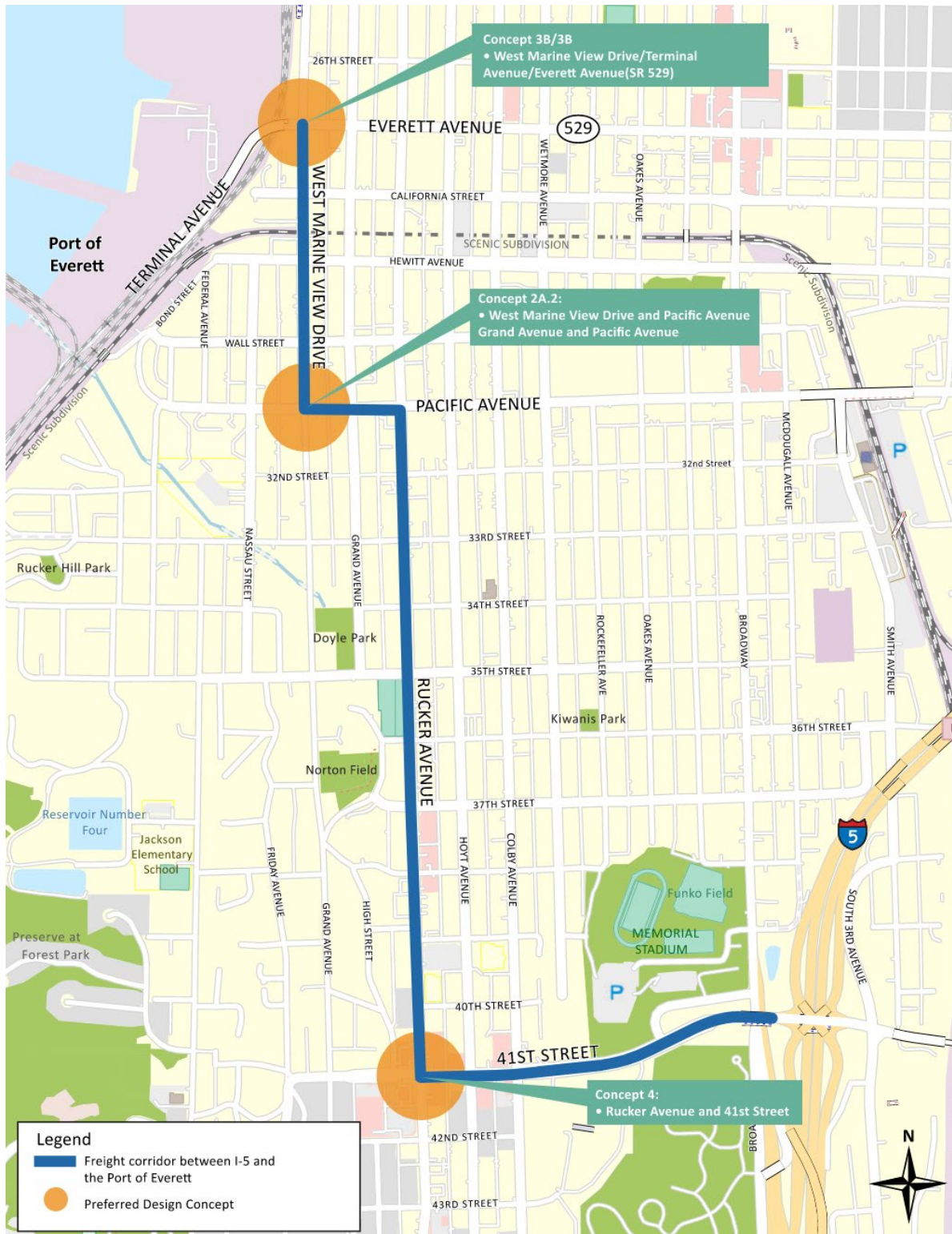
The scope will also provide final design engineering for signal improvements located at two additional intersections: California Street/West Marine View Drive and 41st Street/Colby Avenue.

In addition, this scope will evaluate the existing pavement along West Marine View Drive between Pacific Avenue and Terminal Avenue to provide pavement rehabilitation for freight traffic. This includes upgrade of the curb ramps to meet current ADA standards at the following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- Hewitt Avenue/West Marine View Dr
- Wall Street/West Marine View Dr
- Pacific Avenue/West Marine View Dr
- California Street/West Marine View Dr
- 41st Street/Colby Avenue

The project is funded by the State of Washington's Connecting Washington funding package passed in 2015.

Figure 1: Map of Preferred Design Concepts



General Scope of Services

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

1.	Task 1 – Project Management and Administration; Project Meetings	10
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General Assumptions

- For budgeting purposes, the Consultant's performance period is assumed to be approximately 3.25 years, from 10/1/2025 to 12/31/2028.
- The City will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, will be developed in accordance with the latest edition and amendments as of the date of signing of this Agreement. Changes in any design standards or requirements after work has begun may result in extra work, necessitating an amendment to this contract.
- Measurements will be in English units. Electronic documents will be in AutoCAD version 2020 and Microsoft Office 2010.
- Scheduling software will be Microsoft Project or similar (use of a spreadsheet for schedule planning is allowable).
- Applicable guidance:
 - AASHTO, "A Policy of Geometric Design of Highways and Streets", 2018
 - Washington State Department of Transportation (WSDOT)/American Public Works Association (APWA), "Standard Specifications for Road, Bridge, and Municipal Construction", 2024
 - AASHTO, "Guide for the Development of Bicycle Facilities", 2024
 - WSDOT/APWA, "Standard Plans for Road, Bridge, and Municipal Construction", October 2024
 - WSDOT, "Design Manual", M22-01, September 2024
 - WSDOT, "Bridge Design Manual", M23-50.24, June 2025
 - WSDOT, "Pavement Policy", September 2018
 - FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), 11th edition
 - Department of Ecology's Stormwater Management Manual for Western Washington (SWMMWW), 2024
 - Public Rights-of-Way Accessibility Guidelines (PROWAG), 2023
 - City of Everett Municipal Code, 2021
 - City of Everett, "Design and Construction Standards and Specifications for Development", January 2025
 - City of Everett, "Standards Manual for Civil CAD and Graphics", January 2025

- For Right of Way activities, Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines Section 25 (Right of Way Procedures), current WSDOT Right of Way Manual, Chapter 4, City of Everett WSDOT approved ROW Procedures, Chapter 25.3 of the WSDOT Local Agency Guidelines (LAG) Manual, WSDOT Local Agency provided ROW document templates

Task 1 – Project Management and Administration; Project Meetings

This task includes administration of the contract between the City and the Consultant and project management of tasks necessary for the project. This task includes all administrative services needed to coordinate with the City and the Subconsultants and to complete the project on time and within budget. This task includes project coordination meetings necessary for the project.

Project Administration

The Consultant will provide project management and administration (including invoicing and monthly progress reports) and coordination with City staff throughout the project's duration. The Consultant's Project Manager will provide oversight, direction, and management of the project team for execution of work as identified in this scope of services and will monitor the project budget and schedule.

This work is intended to help monitor budgets and propose corrective actions. This may include formal scope and/or budget modifications. The Consultant's Project Manager will maintain communication with the City's Project Manager and the Consultant Team via informal meetings, telephone discussions, electronic mail, and other means, as needed.

The Consultant's Project Manager will provide direction to the project team and conduct internal project coordination meetings with appropriate task Leads. The Consultant will provide direction to Subconsultants and review of their work over the course of the project. The Consultant will prepare and submit monthly invoices and a brief progress report to reflect progress over the last billing period and anticipated activities over the next billing period. The Progress Report will summarize work accomplished during the billing period, work to be accomplished in the next billing period, meetings attended, problems/issues encountered, and actions taken for their resolution. All backup information such as expense records for the Consultant and Subconsultants will be submitted with each invoice.

Project Work Plan and Schedule

The Consultant will prepare a work plan for the project after the Notice to Proceed which includes a communication plan, identification of deliverables, a quality control plan, procedures for change management, risk identification and management, and health and safety plan. The Consultant will develop, regularly update, and, upon request, submit a project schedule including milestones dates for each work item.

Meetings

The Consultant will meet periodically with the City Project Manager and City staff to coordinate the project and deliverables. Up to 112 meetings are assumed for the duration of the project. As needed, Consultant will follow up after the meetings with Meetings Notes and action items.

Assumptions:

- Project meetings will be held online.
- Project Kick-off meeting and design review meetings will be held at City offices. Consultant travel is assumed for in-person meetings. Preparation of Agenda and meeting materials is assumed for these meetings.
- Project coordination meetings will be no longer than 1 hour in duration, except for the in-person meetings that will be no longer than 2 hours in duration.
- It is assumed that up to 3 Consultant staff will attend the meetings (the Consultant Project Manager and task Leads, as needed).
- Utility coordination meetings are not included in this task (see Task 5).
- Design workshop with the City to confirm final preferred concept is not included in this task (see Task 6).
- Real Estate Services coordination meetings are not included in this task (see Task 20).
- Public Outreach coordination meetings are not included in this task (see Task 21).

Project Kick-off

The Consultant will prepare and agenda, attend, facilitate and follow up on a project Kick-off meeting to be held at City offices.

Project Coordination Meetings

The Consultant's Project Manager and/or Design Manager will meet with the City Project Manager monthly, for up to 32 meetings for the duration of the project, to coordinate the project tasks, management, and administration.

Consultant team will meet bi-weekly for up to 64 meetings for the duration of the project. These meetings will be in addition to the coordination meetings held with City staff, for the Consultant and Subconsultant only. Consultant's Project Manager will utilize up to 32 of these meetings to progress the overall project and manage tasks, schedule, and budget. The Consultant's Design Manager will utilize up to 32 these meetings to coordinate and progress the design, discuss and resolve design issues and prepare for design submittals.

Consultant will prepare for and attend up to 10 additional coordination meetings with City resource groups, staff, and subject matter experts, as needed and determined by Consultant Project Manager and/or Design Manager and City Project Manager. These meetings will be utilized to answer questions and resolve design issues for any design discipline working on the project during the design phase. These meetings will also be utilized during the construction coordination phase of the project.

Consultant will prepare an agenda and meeting materials, attend, facilitate and follow up on for up to 5 design review meetings. These in-person meetings will be utilized to review the most recently submitted design milestone, comments and discussed proposed resolutions (30%, 60%, 90%, 100%, and Ad-ready plans).

Quality Assurance

This task is for development and execution of a quality assurance (QA) plan for oversight of quality and review of Consultant and Subconsultant deliverables by a designated staff member of the Consultant team. The plan will cover review of documents, reports, plans, specifications, cost estimates, and pertinent information on an ongoing basis. The plan entails the periodic review of study criteria, design, and assumptions, as well as concepts, presentation, and format of products, and consistency with the overall project objectives and scope.

Assumptions:

- All QA/QC documentation will be available for the City to review, upon request, but is not a formal deliverable for this project
- Hours required for quality control (checking) of all work products on this project are included in the tasks under which those work products are scoped

Deliverables:

- Monthly Invoices and Progress Reports (up to 34 invoices)
- Project work plan, including communication, change management, quality assurance/quality control, risk identification and management, and health and safety plans (internal team documents, submitted to City upon request)
- Project schedule and regular updates (up to 34 monthly updates) (internal team document, submitted to City upon request)
- Subconsultant agreements, coordination, budget and review the project progress and submittals (internal team documents, submitted to City upon request)
- Preparation, attendance, facilitation and follow up for project coordination meetings (up to 112 meetings)
- Agenda and meeting materials preparation for Kick-off meeting and up to 5 design milestone review meetings
- Meeting Notes with action items, following project meetings, as needed

Task 2 – Environmental Permitting

This Scope of Services includes preparation of environmental documentation in compliance with the State Environmental Policy Act (SEPA) and Executive Order 21-02 due to the use of Connecting Washington grant funds. The Scope of Services identifies this and other key assumptions that the Consultant has relied upon in determining the Consultant's effort, fee, scope, and schedule for the project. The Consultant and the City agree to renegotiate these terms in the event a key assumption becomes invalid.

Cultural Resources Assessment

SEPA and Governor's Executive Order 21-02 require evaluating potential impacts to historic, archaeological, and cultural resources, in consultation with the State Historic Preservation Officer (SHPO) and Native American Tribes. This assessment includes an archaeological survey and a historic built environment study.

Archaeological Study

Prior to fieldwork, the Consultant will conduct an online review of previously identified cultural resources and previously conducted investigations within the project footprint plus a 1-mile-radius study area with the Department of Archaeology and Historic Preservation's (DAHP) Washington Information System for Architectural and Archeological Records Data (WISAARD). The Consultant will also review geomorphological data, aerials, plats and atlases, city fire insurance maps, GLO maps, and soils mapping to assess archaeological potential within the project footprint. Interested Tribes will be identified using WISAARD.

Because most of the project area is heavily developed and underlain by Pleistocene glacial drift, in situ archaeological resources are not expected in surface or buried contexts. Thus, conventional pedestrian survey will likely not be effective for most of the project area. A field visit by Consultant archaeologists will confirm conditions in the project area. Portions of the project area that appear minimally disturbed will be mapped on a GPS device and surveyed at no greater than 15 meter transects. Representative photographs will be taken throughout the project area.

Areas appearing minimally disturbed will be recommended for subsurface testing in the form of shovel probes. This will require a second mobilization to allow for utility locates to be conducted prior to excavation. The fieldwork may include up to 12 shovel probes (hand dug round holes, no more than 40 cm wide at the surface). Shovel probes will be excavated to a depth of approximately 100 centimeters, to Pleistocene-aged sediments, or to dense gravel deposits of obstructing rocks, whichever is encountered first. Sediment from the shovel probes will be screened through 1/4-inch mesh unless it is clearly recent fill. If a shovel test probe contains cultural deposits, the Consultant will record the contents of the probe, photograph the cultural deposits, and map the probe location using a GPS unit. No artifacts will be collected, which will instead be returned to the bottom of the shovel test probe of origin. All shovel test probes will be backfilled upon completion.

At least two weeks prior to fieldwork, the Consultant will reach out to potentially interested Tribes for informal technical coordination in order to introduce the project and

proposed field methods and invite the Tribes to provide any knowledge of important resources that are not captured in the WISAARD database.

Historic Built Environment Study

Architectural historians meeting the *Secretary of the Interior's Professional Qualification Standards for Architectural History* will conduct a background study of the area of potential effects (APE). A survey cutoff date of 45 years of age or older will be used. Prior to the fieldwork, the Consultant will obtain date of construction information for properties located within the survey area through review of county assessor records and aerial photographs and maps to identify which properties meet the survey cutoff date.

Consultant architectural historians will review the DAHP's WISAARD database to identify any previously recorded built environment properties within the APE. Additional research will include using available online materials at local historical societies, archives, agency records, and other sources to gain an understanding of what property types may be encountered during fieldwork. This background research will inform the development of a historical overview that will guide preliminary National Register of Historic Places (NRHP) evaluations.

An architectural historian will complete a survey of built environment APE from the public right of way. The built environment APE encompasses the project footprint, including the roadway, sidewalk improvements, and any areas where the project construction will cross adjacent tax parcels. Tax parcels included in the project footprint or adjacent to sidewalk improvements will be surveyed to consider potential effects to the setting of any historic properties that may be present. Any properties within the APE that have within the last 10 years been inventoried and evaluated for listing in the NRHP with concurrence by DAHP will not be re-inventoried unless conditions have changed since the property was recorded. Inventoried properties will be recorded on Washington State Historic Property Inventory Forms in the WISAARD database.

Cultural Resources Technical Report

Following fieldwork, the Consultant will prepare a report that summarizes the cultural resources assessment and meets DAHP guidelines. The report will present the results of the background research and fieldwork and will provide a brief historical overview that describes the natural setting and historical development of the survey area. It also will present a regulatory context that identifies relevant permitting processes and compliance with local, state, and federal preservation requirements. Further, it will tabulate built environment resources that meet the survey cutoff date in the survey area and provide preliminary NRHP evaluations of eligibility. The Consultant will make a preliminary recommendation as to whether the project will adversely affect any cultural resources eligible for or listed in the National Register of Historic Places (NRHP) and provide recommendations for future work, such as additional research, fieldwork, or other activities to support compliance with local, state, and federal cultural resources regulations the project is subject to.

The survey results will be incorporated into a combined cultural resources assessment report that addresses archaeological and built environment resources within the APE. If historic properties are located within the APE, the Consultant will determine if the

project impacts historic properties. The Consultant will submit the draft report to the City for review. A revised report will be submitted to WSDOT Local Programs for review and submittal to DAHP and the Tribes.

Assumptions:

- The fieldwork for the cultural resources assessment includes two archaeologists for no more than 30 hours, not including travel and logistics.
- This proposal assumes no archaeological resource will be identified.
- There may be up to 1 hour of coordination with the DAHP and the Native American Tribes via email and telephone to support approval of the study effort and the final report.
- If potentially important cultural resources are identified during the review, recommendations will be provided in the report on potential mitigation measures available to the client. Any additional fieldwork, consultation, or analysis (e.g., consultation on project designs, artifact analysis, archaeological data recovery, and data recovery reporting) beyond what is specified in this scope of work would be covered by separate scope of work.
- No in-person background research will be conducted.
- Fieldwork for the built environment study will be conducted in one 10-hour day.
- No more than 6 historic property inventory forms will be required.
- No memorandum of agreement will be prepared if impacts to historic properties are identified.
- The project has no federal nexus and does not require consultation under Section 106 of the National Historic Preservation Act.
- Survey delays due to inclement weather, inability to safely access the project site, or other issues beyond Jacob's control may require additional scope and budget.
- This scope assumes no Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs), or Traditional Cultural Properties (TCPs) will be identified. Evaluation of HPRCSITs or TCPs will require consultation with area tribes. Assessment of impacts to HPRCSITs or TCPs will require consultation with area tribes. This scope assumes no consultation for the assessment of project effects to NRHP-eligible resources will be needed.

Deliverables:

- Draft Cultural Resources Assessment for City review (electronic only)
- Revised Draft Cultural Resources Assessment for WSDOT Local Programs review (electronic only)

- Final Cultural Resources Assessment Report for WSDOT and DAHP concurrence (electronic only)
- KMZ of 100-foot (30 meter) buffers around any recommended archaeology avoidance areas

SEPA Documentation

The Consultant will prepare a Draft SEPA Checklist for submittal to the City for one round of review as the SEPA lead agency, in compliance with Everett Municipal Code Chapter 19.43. The SEPA Checklist will be prepared based upon desktop review of publicly available information, data provided by the City, technical documentation described in this Scope of Services, and one field visit conducted by two Consultant staff. A final SEPA Checklist will be submitted addressing City comments.

The checklist will address the questions included in Washington Administrative Code (WAC) 197-11-960, also found on the City of Everett SEPA Environmental Checklist. The Consultant will complete the environmental elements section of the checklist. No additional technical studies will be included aside from those described in this scope of work.

Assumptions:

- 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 CLIENT staff along with clarification of any local City of Everett permit needs.
- Critical areas are not present on-site that trigger the need for preparation of a critical areas report in support of SEPA.
- The project will qualify for a SEPA Mitigated Determination of Non-Significance. The project will not result in potentially significant impacts and the City will not require an Environmental Impact Statement.
- The City will fulfill public notice requirements associated with SEPA.
- The project does not require compliance with the Healthy Environmental for All (HEAL) Act because the total project cost is less than \$15 million.
- No federal nexus exists for this project; the project will thus not be subject to compliance with the National Environmental Policy Act (NEPA).

Deliverables:

- Draft SEPA checklist application (electronic)
- One electronic version and 1 hardcopy of the final SEPA checklist following one round of review for submittal to the City of Everett

Hazardous Materials

The Consultant will prepare a hazardous materials technical memorandum that should be modified to fit the individual project needs. Hazardous materials documentation is required due to the nature of the site being in a developed area and the need for excavation and right-of-way acquisition for the project. A review of the Department of Ecology's hazardous materials and spills databases and federal hazardous materials databases will be completed. A site reconnaissance will be completed because the project is located adjacent to commercial properties and property acquisition is proposed.

Assumptions:

- Regulatory file review may be warranted for hazardous material sites or releases near the project. A regulatory file review of up to three sites will be completed as part of this scope.
- A full ASTM International Phase I or Phase II Environmental Site Assessment is not included in this scope. If required, the additional analysis and reporting will be addressed in a cost modification.
- A subsurface investigation and lead/asbestos surveys are not included in this scope.
- If one year has passed since the completion of the hazardous materials technical memorandum, an updated database review would be required to determine if any conditions have changed, or additional spills have been documented. At a minimum, this would include a review of the Department of Ecology's databases. Any additional database review will be addressed in a cost modification.

Deliverables:

- Draft Hazardous Materials Technical Memorandum (pdf only)
- Final Hazardous Materials Technical Memorandum (pdf only)

Permitting

The Consultant will provide up to 16 hours of support from a senior planner or biologist to assist the City with local land use development permit applications required for the project.

Assumptions:

- Grading, right-of-way, development, and other permits required by the City will be obtained by the City or the construction contractor.
- The project will not disturb more than one acre of land and discharge to a waterbody. Therefore, an NPDES Stormwater Construction General Permit will not be required.
- Critical areas are not present on-site that trigger the need for critical areas review or permitting.

Deliverables:

- Permitting support

Task 3 – Topographic Survey and ROW Mapping

This task includes providing topographical surveying, basemapping, utility mapping, and ROW mapping for project as follows:

Topographic Survey

Consultant will establish survey control, a minimum of three (3) project specific control monuments at each intersection. Survey area and basemapping will extend from right-of-way to right-of-way and 200' beyond intersection along centerline in each direction. Survey area and basemapping will extend from back of sidewalk to back of sidewalk along West Marine View Drive between Terminal Ave and Pacific Ave. NAD83 (2011) horizontal and NAVD88 vertical datums will be used for the basemapping. Consultant will prepare topographic contour lines at one-foot intervals generated with a digital terrain model (DTM). Compliance with the Revised Code of Washington (RCW) standards for accuracy of survey is required.

Survey will locate and map visible features necessary for the creation of an engineering design base map. Typical features include the following elements within the right-of-way (ROW):

- Topographic and Planimetric, including channelization
- Edge of Pavement, gravel, grass, concrete, etc.
- Curb and sidewalk, including curb cuts and ADA ramps
- Signs and signals
- Trees 6" or greater, DBH, and edges of significant vegetation
- Walls, rockeries, and fences (or faces of)
- Ground measurements will be captured sufficient to generate a digital terrain model (DTM) at one-foot contours
- Visible improvements situated within the described mapping limits

Utility Mapping

Consultant will rely upon a private utility locator to place tone (paint) marks within the survey limits for conductible utilities within ROW and City property. It is expected that some utilities will be impractical or infeasible to identify, in these cases additional resources may be required and contracted through an amendment. Through 811 service, the survey basemap will state the utility locate ticket number and list potential utility stakeholders in the vicinity.

This task includes the mapping of utilities throughout the survey limits, including within the roadway. The Consultant will arrange for underground 'conductible' utility locating, by means of a private utility firm to be used within the apparent Right-of-Way in the project limits. This service will 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.

Assumptions:

- Franchise utilities are typically marked by the franchise.
- Underground utilities to be mapped include power, natural gas, water, fiber optic line, cable TV, telephone, and traffic.
- Surface Observable to include power poles, vaults, risers, fire hydrants, water valves/meters, gas valves, traffic signal/traffic control boxes, and overhead utility lines.
- Stormwater structures – The center of rims on catch basins and storm drain manholes will be collected.
- Sanitary sewer structures – The center of rims on sewer manholes will be collected.
- Pipe invert elevations are a part of the scope of services.

Right-of-Way Mapping

Consultant will identify and include property boundaries and right-of-way lines in the survey. Information from property records obtained by the consultant and provided by the City will be combined by calculations with property corners found during field survey, to align the property boundary mosaic to the Project datum. Property boundaries for impacted land parcels by design and adjacent rights of way will be resolved and incorporated into the mapping and drawing products listed herein. Assumed 10 land parcels will be impacted requiring review of title reports and resolution of property boundaries. Legal Descriptions and Exhibit drawings will be created to support land acquisition of property and easement to support design elements impacting land parcels.

Assumptions:

- City will obtain all necessary permits and approvals required for the survey work in compliance with local and state regulations.
- The survey team will implement stringent quality control measures to ensure accuracy and reliability of survey data.
- City will provide title reports with full supporting documents to support the calculation of available right-of-way and easement locations.
- Traffic control, if required, will be a uniformed officer and billed as an invoiced direct cost as an additional item.
- Measurement of tree driplines/canopies are not a part of the scope services. Tree Tags are not a part of the scope of services.

- Setting of property corners is not a part of the scope of services.
- A record of Survey is not a part of the scope of services.

Deliverables:

- Survey control notes and legend
- Topographic Survey with 1-foot contour intervals (electronic copy)
- AutoCAD Surfaces (DTM Files) (electronic copy)
- Copy of field survey books (hard copy)
- ASCII file of control points
- Subsurface utility locations for as-built underground features
- Survey up to 28 pavement coring locations
- Survey up to 4 geotechnical boring locations
- Survey up to 15 utility pothole pin locations

Task 4 – Geotechnical

This task includes geotechnical engineering services to support the design team. Geotechnical engineering services are needed to support development of contract documents for the construction of retaining walls, utilities, stormwater infrastructure, signal pole foundations, and other road improvements associated with the project.

The geotechnical engineering effort will include the following activities:

Review Existing Geotechnical and Foundation Information

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

Pavement Coring

The Consultant will core the pavement at up to 28 locations within the travel lanes to assist in pavement design for the project. Pavement will be conducted in coordination with geotechnical borings. Consultant will photograph each of the pavement cores and log the pavement layer and subsurface soil conditions to be included in the geotechnical report.

Geotechnical Borings

The Consultant will conduct a series of up to four geotechnical borings along the corridor in support of retaining wall design, signal pole design, luminaire foundation design and infiltration potential screening. Geotechnical boring locations will include permitting and development of traffic control plans required for the core locations. Consultant will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, and Atterberg Limits.

Geotechnical Analysis

Based on the borings and the laboratory test results of selected samples, Consultant will generate estimates of the soil strength and other properties to evaluate the effects the subsurface conditions will have on the proposed improvements. 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 Specifications for Road and Bridge.

Pavement Design Analyses

Consultant will prepare pavement designs for roadways that will be reconstructed. Four pavement sections will be designed for the proposed improvements, including the following:

- Flexible pavement design for Terminal Ave/W Marine View Dr intersection (WSDOT Jurisdiction)
- Rigid and Flexible pavement design for W Marine View Dr
- Flexible pavement design for Pacific Avenue
- Flexible pavement design for Rucker Avenue/41st St intersection

The subgrade strength parameters (resilient modulus) will be provided in the Geotechnical Engineering Report and through Falling Weight Deflectometer (FWD) testing. Pavement core samples will be collected at project sites for FWD analysis. Traffic volumes, including percentage and classification of trucks, will be used from the information generated from the forecasted traffic volumes. The pavement sections will be shown on the typical roadway sections on the civil design plans. Recommendations for pavement design will be presented in a pavement design memorandum. The consultant will finalize a memorandum based on review comments.

Consultant will perform field evaluation of existing pavement conditions along West Marine View Drive between Pacific Ave and SR 529/Terminal Ave to determine areas of preservation and recommend areas for rehabilitation. Consultant shall meet and review existing pavement conditions with City to determine priorities for preservation and rehabilitation, and review need for additional analysis to be performed.

WSDOT has jurisdiction over the intersection of Terminal Ave/W Marine View Dr. Consultant will design the intersection to the requirements of WSDOT's Pavement Policy using a design life of 50 years. The consultant assumes that 2 meetings may be required for resolution of comments with WSDOT.

Should reviewing agencies request additional designs, Consultant shall develop additional scope and level of effort based on agency requirements for approval.

Retaining Wall Design Recommendations

Consultant will evaluate the data derived from field investigations and laboratory testing to complete geotechnical engineering analyses to provide design recommendations for the proposed retaining walls.

Consultant assumes that modest retaining walls along the corridor will consist of SEW walls that are designed for internal stability by the contractor. For these walls, Consultant will evaluate global stability and provide recommended soil input parameters to be include in the project specifications. For taller walls a structurally intensive wall system may be necessary and for these walls, Consultant will evaluate global stability of the walls and provide earth pressures and design recommendations.

Signal Pole and Luminaire Design and Recommendation

Consultant will evaluate the data derived from field investigations and laboratory testing to complete geotechnical engineering analyses to provide standard signal pole foundation recommendations for the signalization improvements. Consultant assumes

that signalization improvements and luminaire foundations will be designed based on WSDOT or City standard plans and procedures.

Infiltration Screening Analyses and Recommendation

Consultant will conduct grain size analysis screening of the near surface soils to determine the potential for use of onsite infiltration as a method of storm water management for the project. If this screening results in identifying areas with potential for onsite infiltration, additional infiltration testing will be completed as additional scope and is not currently included in this contract.

Geotechnical Engineering Report

Consultant will prepare a draft and final 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 coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements. Consultant will finalize our geotechnical report based on review comments.

Geotechnical PS&E Coordination and Support

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

Specification Development: Consultant will assist the design team in the development of geotechnical related specifications. Consultant expects that this will include slope stabilization, retaining wall, and foundation specification assistance.

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling Subconsultant.
- All Field explorations will be conducted between the hours of 8AM to 5PM.
- No Geology and Soil Discipline Report will be required.
- No Environmental Site Assessment report will be required.
- Consultant will be responsible for all post drilling clean up.
- All required rights of entry will be provided by the City.
- All required street use permits will be provided by the City.

- All geotechnical borings conducted through the pavement and pavement cores will be patched with quick drying cement or hot mix asphalt as to replace the existing condition in kind. Saw cutting of the pavement will not be required.
- The borehole and coring locations will be surveyed as part of the survey and mapping task.
- The site soils will support standard plan signal pole and luminaire foundations design. No non-standard signal pole or foundation design will be required.
- City will provide as-builts on existing pavement sections and pavement treatment history.
- As-built review of existing pavement will be performed in a limited capacity as needed to inform FWD testing
- City will provide consultant required pavement design life.
- City will provide any current or future bus routes that may operate on these project sites.
- An alternative's analysis will not be performed for the scope of this work (i.e. Life Cycle Cost Analysis).
- Design of pavement is only for full depth reconstruction. Evaluation of W Marine View Drive will be performed to inform areas of pavement preservation and recommend locations of rehabilitation.

Deliverables:

- Draft and Final Pavement Design Memorandum
- Draft and Final Geotechnical Engineering Report
- Development of Geotechnical Project Specifications

Task 5 – Utility Coordination and Design

This task includes utility coordination process for the project, which will include providing utility franchises and City owned utilities with project information, copies of each PS&E submittal, and identification of potential utility conflicts and relocations. Consultant will coordinate and manage the potholing efforts through the design phase and prepare utility plan sheets for modifications to City owned utilities. Consultant 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.

Utility Coordination

Consultant 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 under this subtask will include:

- Preparing and maintaining a utility coordination contact log containing company addresses, contact staff, e-mail addresses, and phone numbers.
- Acquire and review record drawings of existing utilities within the project limits. Consultant 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 with each utility owner.
- Coordinate and attend 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). Consultant will prepare meeting agendas and notes.
- Prepare a Utility Conflicts Spreadsheet. Track potential utility conflicts and resolution of those conflicts throughout the project in the spreadsheet. This includes documentation of which facilities will be relocated prior to, or during, construction and identification of pothole needs.
- Provide the utility owners with electronic (PDF) copies of the 30%, 60%, 90%, 100%, and Ad-Ready plan sheets, as well as potential conflict locations.
- Coordinating with the City as utility owner to relocate facilities (facility relocates provided by franchise utility owner), helping identify potential locations for utilities to relocate to. Consultant will review the franchise utilities design and plans to confirm there will be no conflict with other facilities and the City's proposed project work.

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 not included in this Scope of Services.
- 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 are 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.
- Stormwater is assumed to be fully under the jurisdiction of the City and coordination for this utility will be performed under the drainage design task.

Deliverables:

- 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%)

Pothole Exploration

Consultant 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 under this subtask will include:

- Identifying potential utility conflicts and pothole locations based on the 60% plans and 90% plans (note: potholing will be accomplished by the utility franchises or designated utility locate service vendor).
- Manage pothole program on behalf of franchise utilities and City. Consultant 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.

- Utilize a utility potholing service for those locations that will not be provided by a franchise utility. This Scope of Services assumes up to 15 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

Utility Plans

Consultant will identify City owned utilities that require relocation within the project area in order to construct the proposed roadway improvements. Consultant will prepare utility plans, profiles, and details necessary to show existing and proposed utility locations of City owned utilities. The Consultant will not be responsible for the design of franchise utilities but will compile relocation plans from each utility owner and display approximate locations of proposed utilities on the utility plans.

Assumptions:

- The relocation of telecommunication utilities/private utilities will be designed and constructed by the respective utility owners.
- It is assumed that franchise utilities will be responsible for detailed design and preparation of plans for their relocations, with construction occurring under a separate contract(s).

Deliverables:

- Utility PS&E at 60%, 90%, 100% and Ad-ready design levels

Task 6 – Civil and Roadway Design

This task provides civil engineering design of proposed roadway improvements. This includes the development of the roadway design, including the horizontal and vertical alignment, curb and gutter, intersection layout, sidewalk layout, curb ramp layout, grading, driveway profiles, typical roadway sections, site preparation, and channelization.

Alternatives Analysis for West Marine View Dr/Pacific Ave Intersection

Consultant will perform alternatives analysis on Concept 2A.2 (west shift) and Concept 2B.2 (east shift) to determine the preferred concept alignment for the West Marine View Dr/Pacific Ave intersection. The alternative analysis will be performed at the 30% design milestone, once historic property review has been completed on adjacent parcels. Consultant will provide a summary table for alternative comparison of impacts between concepts. Consultant will hold up to one (1) meeting with City staff to present alternative comparison and make selection of the preferred concept to advance into final design for the project.

Deliverables:

- Technical memorandum summarizing alternatives for comparison

Civil and Roadway Design

Project roadway improvements include the four following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- West Marine View Dr/Pacific Ave
- Pacific Ave/Grand Ave
- Rucker Ave/41st St

In addition, pavement rehabilitation is planned along W. Marine View Drive between Pacific Avenue and Terminal Avenue. This includes upgrade of the curb ramps to meet current ADA standards at the following intersections:

- Terminal Ave/West Marine View Dr/Everett Ave (SR 529)
- Hewitt Avenue/West Marine View Dr
- Wall Street/West Marine View Dr
- Pacific Avenue/West Marine View Dr
- California Street/West Marine View Dr
- 41st Street/Colby Avenue

Civil plans and details will include a plan view showing the proposed Project improvements and the necessary accompanying details for construction. Grading will be modeled using AutoCAD Civil 3D to tie into existing surfaces and minimize impact areas. Proposed roadway improvements will be designed to current City standards.

This includes the preparation of the following design plans:

- Right-of-Way and Alignment Plan – Preparation of alignment control centerline defining relationship between existing and proposed right-of-way and construction control centerline.
- Site Preparation Plan – Includes identification of areas for clearing and grubbing, sawcutting, asphalt and concrete removals, cut/fill, striping removals, and tree removals.
- Typical Roadway Sections – Includes typical roadway and non-motorized dimensions and slopes, asphalt pavement/subgrade types/thicknesses, and “edge tie-in” treatments. Paving Plan and Profile – Preparation of roadway, non-motorized, and intersection plan and profile sheets including construction centerline, stationing, dimensions, centerline profile, elevations, slopes, curb/gutter, sidewalk/planting strip, intersection horizontal geometry, cut/fill line locations, driveway locations, and curb ramp locations.
- Curb Ramp and Driveway Detail – Preparation of details for curb ramp and driveway grading and dimensions to meet current ADA standards and City standard details. If curb ramps are not able to meet established design standards, maximum extent feasible (MEF) documentation will be prepared, up to forty (40) hours. If needed, additional design services can be added in an amendment prior to starting additional services.
- Striping Plan – Preparation of proposed channelization, including lane lines and pavement markings to match existing channelization.

Assumptions:

- Typical roadway sections will be based on the pavement design recommendations from the Geotechnical Report.
- Right-of-way plans will be based on the ROW base mapping provided in Task 3.
- Grading will tie into existing surfaces provided by topographic base mapping provided in Task 3.

Deliverables:

- Civil Design PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels
- ADA MEF documentation

Task 7 – Drainage and Stormwater Design

This task includes drainage and stormwater design of the proposed roadway improvements.

Design Criteria

The 2024 Stormwater Management Manual for Western Washington, (SWMMWW), the City of Everett 2025 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 the project's 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

Off-Site Analysis

Consultant will conduct a downstream analysis extending ¼ mile downstream/down-gradient of the project right-of-way limits for the Threshold Discharge Areas (TDAs) 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 available on the downstream systems that the City can provide. Consultant will prepare a written description of the downstream system conditions and provide a map showing the downstream drainage route.

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

This task does not include a detailed review of the 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 three (3) or more distinct TDAs. Therefore, three (3) or more (up to 6) downstream analyses are assumed.

- Access onto private property is anticipated to be needed. It is assumed the City of Everett will provide rights-of-entry as needed.
- Off-site analysis write-up will be included in the Drainage Report.

Site Assessment and Mapping

Consultant 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 Consultant, 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.

Assumptions:

- Site Assessment Maps will be included in the Drainage Report.

Change in Land Use Area Map

Consultant 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 that stormwater quality treatments are being met. TDA boundaries, based upon high points and conveyance system configuration, will be identified on these maps. Consultant will also prepare a summary of area tables for pre-project and post-project conditions.

Assumptions:

- Change in Land Use Maps and corresponding table of change in land use areas will be included in the Drainage Report.
- Land Use Maps and tables will be included in the Drainage Report.

Stormwater Flow Control and Water Quality Treatment Calculations

Consultant will design and prepare calculations for flow control and water quality treatment facilities to comply with the City's Stormwater Management Manual, which is defined as the as "the Washington State Department of Ecology Stormwater Management Manual for Western Washington ", as defined in the Everett Municipal Code (EMC) 14.28. Flow Control and Water Quality will be designed and documented as required for the improvements and changes to the cover types and pollution generating surfaces.

Assumptions:

- The pavement rehabilitation on WMVD, between Pacific Ave and Terminal Ave will not trigger additional water quality or flow control requirements.
- Flow control and water quality treatment calculations will be included in the Drainage Report.

Pipe Conveyance Calculations

Consultant 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 which include final conveyance and backwater calculations that meet the 2024 DOE SWMMWW guidelines
- 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.
- Conveyance Calculations will be included in the Drainage Report.
- Gutter flow and sag analysis will be included in the Drainage Report.

Drainage Report

Consultant will prepare, assemble and submit a Draft Drainage Report (60% design phase) and Final Drainage Report (90%, 100%, Ad-Ready design phases). The

drainage report will include a written assessment and summary of the surface water design approach and 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.

Deliverables:

- Draft Drainage Report at 60% PS&E phase (PDF)
- Final Drainage Report at 90% PS&E phase (PDF)
- Final Drainage Report (updated) at 100% PS&E phase (PDF)
- Final Drainage Report (updated and signed) for Ad-ready set (PDF)

Drainage Plans

Consultant will prepare drainage plans, profiles, and details for the proposed roadway improvements at each PS&E submittal. In conjunction with the drainage design, Consultant will assist the design team in the development of technical specifications and cost estimates related to the Drainage design.

Assumptions:

- Drainage design will be based on the assumptions and analyses presented in the Drainage Report.

Deliverables:

- Drainage PS&E at 30% (Prelim), 60%, 90%, 100% and Ad-ready design levels.

Temporary Erosion and Sediment Control (TESC) Plans

Consultant will prepare Temporary Erosion and Sediment Control plans which outline and identify measures and details for proposed erosion and sedimentation controls measures to be used for this project. In conjunction with the TESC design, Consultant will assist the design team in the development of technical specifications and cost estimates related to TESC.

Assumptions:

- TESC design will be based upon the ground disturbance, project limits, removals and impacts shown in the site preparation plans.

Deliverables:

- TESC PS&E at 60%, 90%, 100% and Ad-ready design levels

Task 8 – Signal, ITS, and Lighting Design

Consultant will provide traffic signal modification, intelligent transportation systems (ITS), and lighting designs for the proposed roadway improvements.

Traffic Signal Modification

This task involves the traffic signal modification design at the following intersections required by the 41st Street Rucker Freight Corridor improvements:

- Everett Avenue/SR 529 & Terminal Ave
- West Marine View Dr & Pacific Av
- Grand Ave & Pacific Dr
- Rucker Ave & 41st St
- 41st St & Colby Ave
- W Marine View Dr & California St
- Hewitt Ave & W Marine View Dr
- Wall St & West Marie View Dr

Based on the improvements at the project intersections it is anticipated that the traffic signal modification will consist of the following:

Everett Avenue/SR 529 & Terminal Ave

- Remove existing traffic signal equipment on the SWC
- Install up to two (2) pedestal (or push button) poles on the SWC based on new curb return, curb ramp, sidewalk, and retaining wall
- Install up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, sidewalk, and retaining wall
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

West Marine View Dr & Pacific Ave

- Remove existing traffic signal equipment at the intersection
- Install a fully operational traffic signal and equipment including the items referenced below based on the reconstructed intersection configuration
- Coordinate with utility for new electrical service
- Provide electrical drawings for new service and connection to traffic signal cabinet

Grand Ave & Pacific Dr

- Remove existing traffic signal pole, mast arm, push button pole, and associated equipment on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Install up to two (2) pedestal (or push button) poles on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the SWC and SEC based on new curb return, curb ramp, and sidewalk
- Modify/install signal existing pull boxes, conduit, and associated traffic signal equipment to accommodate the conversion of the intersection to a pedestrian signal

Rucker Ave & 41st St

- Remove existing traffic signal equipment on the NEC
- Install up to two (2) pedestal (or push button) poles on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the NEC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

41st St & Colby Ave

- Remove existing traffic signal equipment on the NEC and SEC
- Remove existing traffic signal pole on SWC
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the SEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

W Marine View Dr & California St

- Remove existing traffic signal equipment on the NEC and SWC
- Install up to one (1) pedestal (or push button) pole on the NEC based on new curb return, curb ramp, and sidewalk
- Install up to one (1) pedestal (or push button) pole and up to one (1) traffic signal pole on the SWC based on new curb return, curb ramp, and sidewalk
- Modify/install existing pull boxes, conduit, and associated traffic signal equipment

Hewitt Ave & W Marine View Dr

- Remove existing pedestrian push buttons on all corners
- Install up to eight (8) Accessible Pedestrian Signal (APS) push buttons
- It is assumed that the APS upgrades will not require wiring diagrams or tables and that improvements will be documented on the Traffic Signal Improvements Intersection Plan sheet only.

Wall St & West Marine View Dr

- Remove existing pedestrian push buttons on all corners
- Install up to eight (8) Accessible Pedestrian Signal (APS) push buttons It is assumed that the APS upgrades will not require wiring diagrams or tables and that improvements will be documented on the Traffic Signal Improvements Intersection Plan sheet only

The design of the traffic signal modification is anticipated to include the proposed locations of traffic signal poles and mast arms, traffic signal heads, traffic signal signs, pedestrian push buttons, vehicle detection equipment, emergency vehicle preemption equipment, luminaires, conduit runs, and ground boxes. The traffic signal design will be prepared in accordance with City and Manual on Uniform Traffic Control Devices (the "MUTCD") standards and requirements.

Traffic Signal Modification Design and Plans

Consultant will prepare traffic signal modification design at the project intersections per City standards and requirements including the items and improvements previously referenced. Traffic signal plans include planned signal phasing, location of new or relocated signal poles including a dimensionally accurate foundation footprint, and preliminary location of other above grade signal equipment required and turning restrictions. The signal design will be coordinated with the civil design to ensure ADA pathways can be maintained/provided with the signal improvements.

The traffic signal modification design is anticipated to be completed based on the improvements referenced above and the traffic signal modification plans are anticipated to consist of the following sheets:

- Signal Pole Foundation Details (up to one (1) sheet)
- Traffic Signal Improvements Detection Plan & Schematic (up to six (6) sheets)
- Traffic Signal Improvements Intersection Plan (up to six (6) sheets)
- Traffic Signal Improvements Miscellaneous (up to six (6) sheets)
- Traffic Signal Improvements Wiring Schematic (up to six (6) sheets)
- Traffic Signal Improvements Controller Cabinet Wiring Schematic & Layout (up to six (6) sheets)

- Traffic Signal Improvements Signal Pole – Steel Schedule and Details (up to six (6) sheets)
- Traffic Signal Improvements Intersection Plan - APS Only (up to two (2) sheets)

ITS Plans

This task includes ITS design to modify the existing interconnect infrastructure based on modifications to the traffic signals, pull boxes, and conduits noted above. The proposed ITS plans may also include up to two (2) additional detection cameras for enhanced truck detection. ITS plans will note existing and new conduits and junction boxes. Wiring schedules and details will be included in the Traffic Signal Wiring Schedule noted above. The ITS design will be coordinated with the signal design.

The ITS design is anticipated to be completed based on the improvements referenced above and the ITS plans are anticipated to consist of the following sheets:

- Interconnect Plan (up to three (3) sheets).

Assumptions:

- Existing intersections are currently connected with fiber optic interconnect.
- All splice diagrams will be provided by the City.

Lighting Design and Plans

Consultant will prepare lighting analysis and design at the project intersections per City standards and requirements. Photometric modeling will be performed under this task to confirm the proposed light locations meet City Standards. Modeling will be based on City approved light fixtures. Lighting plans include light level analysis, location of new or relocated street and pedestrian poles and luminaries, cable, conduit, and junction boxes for the lighting system. It is assumed new or relocated lights will be connected to existing services.

The lighting design is anticipated to be completed based on the improvements at the intersections referenced above and the lighting plans are anticipated to consist of the following sheets:

- Lighting General Notes (up to one (1) sheet)
- Photometric Analysis (up to four (4) sheets)
- Lighting Layout Plan (up to four (4) sheets)
- Lighting Details and Schedules (up to three (3) sheets)

Assumptions:

- Splice diagrams will be provided by the City
- The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans

- New services for the streetlights are not required.

Deliverables:

- Signal, ITS, and Lighting PS&E at 30%, 60%, 90%, 100% and Ad-ready design levels
- Lighting Analysis Memo

Task 9 – Landscape Design

This task includes landscape architectural services for proposed roadway improvements. Landscape improvements are expected to be limited to restoration of disturbed areas and planting strips or medians within the right-of-way.

Landscape plans include:

- Planting plans to show tree locations and plant massing versus lawn seed or sod areas. Planting areas will generally be limited to restoration of areas disturbed by construction to meet and match existing conditions.
- Areas of accent planting or landscape improvements.
- Coordinate proposed stormwater treatment with landscape improvements where feasible.
- Typical planting details.
- Plant palette and schedule of all plant materials including size, common name, species, and quantity.

Assumptions:

- Presentation drawings and/or renderings are not included.
- Planting selections will be in accordance with City standards.
- A detailed tree protection plan is not required.
- Arborist report and evaluation of existing trees is not included.
- Presentation drawings and/or renderings are not included.
- Irrigation design is not included. Construction contract to require landscaping contractor to provide watering/irrigation services until plants are established.

Deliverables:

- Landscape PS&E at 60%, 90%, 100% and Ad-ready design levels.

Task 10 – Structural Design

This task includes structural engineering services of retaining walls for proposed roadway improvements. Structural improvements are expected to be limited to modifications of existing retaining walls within the right-of-way or design of low retaining walls at the back of sidewalk.

This task includes preparation of retaining wall plans, including wall details and structural engineering calculations. Retaining wall plans will include plan, elevation, and a typical section of proposed walls. This task also includes structural design of any non-standard foundations for new signal pole or lighting poles.

Deliverables:

- Retaining Wall PS&E at 60%, 90%, 100% and Ad-ready design levels.

Task 11 – Signing Design

Consultant will provide signing for the proposed roadway improvements.

Proposed sign layouts are anticipated to consist of proposed sign nomenclature and will include any modifications to existing signs. Dimensioning of proposed signage improvements will be provided from existing features such as face of curb, center of existing stripe, etc. This task is also anticipated to consist of an inventory of existing freight signage along the project corridor and recommendations for upgrading or implementation of new signing to direct freight along the project corridor. This includes upgrading sign messages as necessary, preparation of plans, specification sheets, and details for non-standard signs.

The signing design is anticipated to be completed based on the project improvements and plans are anticipated to consist of the following sheets:

- Signing Plan (up to five (5) sheets)

Assumptions

- City will provide existing signing inventory data available.
- The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans

Deliverables:

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

Task 12 – Traffic Control Design

This task includes providing traffic control plans for the Contractor's use in constructing the proposed roadway improvements.

Traffic Control Design

The Consultant will prepare traffic control plans and detour plans as described below. The consultant will also analyze any detour or lane reductions for impacts to the traffic operations. The plans will conform with MUTCD and/or WSDOT/City procedures and standard plans. One round of review comments and edits is assumed at both the 90% and 100% design level, up to two (2) total.

Consultant will develop traffic control strategy and support stakeholder engagement as needed to develop traffic control plans around safety and efficiency, work hours, and general code specifications.

Assumptions:

Concept 2A.2 - W Marine View Drive at Pacific Avenue

- Traffic accessible: (up to 28 sheets)
 - TCPs:
 - Lane closures across north leg of W Marine View Drive (up to 4 sheets)
 - Lane closures across west leg of Pacific Avenue (up to 2 sheets)
 - Lane closures across east leg of Pacific Avenue (up to 3 sheets)
 - Lane closures across east and west leg of Pacific Avenue at Grand Avenue (up to 2 sheets)
 - Full closure at south leg of W Marine View Drive (up to 1 sheet)
 - Full closure at south leg of Grand Avenue (up to 1 sheet)
 - Full intersection closure (temporary night) for crosswalk restriping at W Marine View Drive at Pacific Avenue (up to 2 sheets)
 - Full intersection closure (temporary night) for crosswalk restriping at Grand Avenue at Pacific Avenue (up to 2 sheets)
 - Roadway Detours
 - Detour for south leg of W Marine View Drive (up to 1 sheet)
 - Detour for south leg of Grand Avenue (up to 1 sheet)
 - Detour for full closure at W Marine View Drive and Pacific Avenue (up to 2 sheets)

- Detour for full closure at Grand Avenue and Pacific Avenue (up to 2 sheets)
- Pedestrian Detours
 - Ped detour at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Ped detour at Grand Avenue and Pacific Avenue (up to 2 sheets)
- Uniform Police Officer (UPO) needed to maintain traffic through intersection during hours of construction.
- Intersection closure: (up to 15 sheets)
 - TCPs:
 - Full intersection closure at W Marine View Drive and Grand Avenue at Pacific Avenue for repaving and restriping (up to 3 sheets)
 - Roadway Detours
 - Detour for south leg of W Marine View Drive (up to 1 sheet)
 - Detour for south leg of Grand Avenue (up to 1 sheet)
 - Detour for full closure at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Detour for full closure at Grand Avenue and Pacific Avenue (up to 2 sheets)
 - Pedestrian Detours
 - Ped detour at W Marine View Drive and Pacific Avenue (up to 3 sheets)
 - Ped detour at Grand Avenue and Pacific Avenue (up to 2 sheets)

Concept 3A & 3B - W Marine View Drive at Terminal Avenue/Everett Avenue

- TCPs:
 - Lane closures across south leg of W Marine View Drive for restriping and resurfacing (up to 4 sheets)
 - Lane closures across west leg of Terminal Avenue (up to 1 sheet)
 - Pavement preservation
 - Reconstruction of through truck lanes to cement concrete paving (up to 5 sheets)
- Pedestrian Detours

- Ped detour at W Marine View Drive and Terminal Avenue/Everett Avenue (up to 2 sheets)
- Phasing Callouts
 - Flashing Red needed for improvements at southwest corner
- Uniform Police Officer (UPO) needed to maintain traffic through intersection during hours of construction.

Concept 4 – Rucker Avenue at 41st Street

- TCPs:
 - Lane closure at northeast corner of Rucker Avenue and 41st Street (up to 2 sheet)
- Pedestrian Detours
 - Ped detour at Rucker Avenue and 41st Street (up to 1 sheet)
- If TCPs are needed for crosswalk restriping (temporary night):
 - North leg lane closures (up to 4 sheets)
 - East leg lane closures (up to 4 sheets)

41st Street & Colby Ave

- TCPs:
 - Lane closure at northeast corner of Colby Ave and 41st Street (up to 2 sheets)
 - Lane closure at southwest corner of Colby Ave and 41st Street (up to 2 sheets)
 - Lane closure at southeast corner of Colby Ave and 41st Street (up to 2 sheets)

W Marine View Dr & California St

- TCPs:
 - Lane closure at northeast corner of W Marine Dr & California St (up to 2 sheets)
 - Shoulder closure at southwest corner of W Marine Dr & California St (up to 1 sheet)
 - Assumes no lane closures will be required for crosswalk restriping.

Traffic Impact Analysis

Consultant will complete an analysis of detour and/or lane reduction impacts to support traffic control plans around safety and efficiency, work hours, and general code specifications. Consultant will identify any route capacity or time of day/week restrictions to maximize efficiency of the construction window while minimizing impacts to the travelling public for all modes through the construction area and the detour routes. The traffic impact analysis results will be provided in a report format to be easily digestible by layperson and decision makers. Consultant will address up to one (1) round of comments on the traffic impact analysis report.

Deliverables:

- Traffic Control PS&E at 90%, 100% and Ad-ready design levels
- Traffic Impact Analysis

Task 13 – Preliminary Design (30%) Plans and Estimate Submittal

This task includes preparation of design roll plots, and an opinion of cost estimate based on the preferred alternative roadway improvements.

30% Plans

Consultant design team will prepare 30% design level roll plots and submit them to the City. The design will be prepared to City CAD standards and to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region.

It is anticipated that the 30% roll plots will consist of the following design elements:

- Alignment and Preliminary ROW
- Site Preparation
- Channelization
- Roadway Improvements
- Drainage Improvements
- Traffic Signal Improvements
- Lighting and ITS Improvements

30% Opinion of Cost Estimate

Consultant design team 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. Some lump sum and/or square-foot costs will be used for estimating portions of Project costs at this design level.

30% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City.

Assumptions:

- The City will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout will not be substantially modified in a later design phase. A substantial change in the layout will constitute a change in scope and will allow Consultant to negotiate additional compensation for the change.
- City will provide estimate template for the opinion of cost.

- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- 30% design-level roll plots (PDF)
- 30% design-level opinion of cost summary (Excel)

Task 14 – Intermediate Design (60%) PS&E Submittal

This task includes preparation of construction plans, specifications outline, and an opinion of cost estimate based on the comments received from the City on the 30% submittal deliverables.

Response to 30% Comments

Consultant will attend one (1) comment review meeting with 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

Consultant design team will prepare 60% design level construction plans and submit them to 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.

It is anticipated that the 60% plans will consist of the following sheets:

- Cover Sheet with Vicinity Map and Sheet Index
- Survey Control, Alignment, and ROW Plan
- Site Preparation Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Typical Roadway Sections
- Paving Plan and Profile
- Curb Ramp and Driveway Details
- Drainage Plan and Profile
- Drainage Details
- Utility Plan
- Traffic Signal Plan
- Lighting and ITS Plan
- Striping Plan
- Landscape Plan
- Retaining Wall Plan

60% Specification Outline

Consultant design team will prepare a specifications outline based upon the 60% design using the WSDOT Standard Specifications.

60% Opinion of Cost Estimate

Consultant design team will calculate 60% design level quantities and prepare an opinion of construction costs based upon the 60% construction plans and current unit bid prices. A contingency will be included to accommodate additional construction costs not yet specifically identified.

60% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, 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:

- Design details will not be included in the 60% plans.
- Signing Plan and Traffic Control Plan will not be included in 60% plans.
- 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 Consultant.
- Comment responses will be provided on the original comment document provided by the City.
- Consultant will attend one (1) comment review meeting held virtually.
- Draft technical specifications will not be provided at the 60% design-level.
- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- Responses to 30% comments
- 60% design-level plans (PDF)
- 60% design-level opinion of cost summary (Excel)
- Specification outline (PDF)

Task 15 – Final Design (90%) PS&E Submittal

This task includes preparation of construction plans, specifications, and an opinion of cost estimate based on the comments received from the City on the 60% submittal deliverables.

Response to 60% Comments

Consultant will attend one (1) comment review meeting with 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

Consultant design team will prepare 90% design level construction plans and submit them to 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.

It is anticipated that the 90% plans will consist of the following sheets:

- Cover Sheet with Vicinity Map and Sheet Index
- Survey Control, Alignment, and ROW Plan
- Site Preparation Plan
- Temporary Erosion and Sediment Control (TESC) Plan
- Typical Roadway Sections
- Paving Plan and Profile
- Curb Ramp and Driveway Details
- Drainage Plan and Profile
- Drainage Details
- Utility Plan and Details
- Traffic Signal Plan and Details
- Lighting and ITS Plan
- Lighting and ITS Plan Details
- Signing Plan and Details
- Striping Plan and Details
- Landscape Plan and Details

- Retaining Wall Plan and Details
- Traffic Control Plan

90% Specification Outline

Consultant design team will prepare 90% level specifications based upon the 90% design using the WSDOT PSE Program (run-list with individual specifications files).

90% Opinion of Cost Estimate

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

90% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, 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 Consultant.
- Comment responses will be provided on the original comment document provided by the City.
- Consultant will attend one (1) comment review meeting held virtually.
- Preparation of a basis of design or design report for the project is not included in this scope of services.
- The City will provide the boilerplate specifications for Division 1.
- Specifications will be based on the current edition of the WSDOT Standard Specifications at the time of 90% design development. Any specification edition updates following the 90% submittal are not included in this scope of services.

Deliverables:

- Responses to 60% comments
- 90% design-level plans (PDF)
- 90% design-level opinion of cost summary (Excel)
- 90% design-level specifications (run-list and individual specifications files, Word)

Task 16 – Final Design (100%) PS&E Submittal

This task includes preparation of construction plans, specifications, and an opinion of cost estimate based on the comments received from the City on the 90% submittal deliverables.

Response to 90% Comments

Consultant will attend one (1) comment review meeting with 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.

100% Plans

Consultant design team will prepare 100% design level construction plans and submit them to 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 plan sheets will be the same as those identified under the 90% design phase.

100% Specification Outline

Consultant design team will prepare 100% level specifications based upon the 100% design using the WSDOT PSE Program (run-list with individual specifications files). The Consultant will address applicable 90% review comments and make revisions as necessary.

100% Opinion of Cost Estimate

Consultant design team will calculate 100% design level quantities and prepare an opinion of construction costs based upon the 100% construction plans and current unit bid prices. Consultant will address applicable 90% review comments and make revisions as necessary.

100% QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, 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:

- It is assumed that the 90% review comments will be minor in nature and not reflect any significant changes to design.
- Consultant will attend one (1) comment review meeting held virtually.

- Scope does not include any updates to project specifications as a result of updates to WSDOT standard specifications or special provisions.
- Preparation of a basis of design or design report for the project is not included in this scope of services.

Deliverables:

- Responses to 90% comments
- 100% design-level plans (PDF)
- 100% design-level opinion of cost summary (Excel)
- 100% design-level specifications (run-list and individual specifications files, Word)

Task 17 – Ad-Ready Contract Documents

Consultant design team will finalize the 100% plans, specifications, and opinion of cost estimate based on the City's comments and prepare final, Ad-ready, bid documents to be submitted to City for advertisement.

Response to 100% Comments

Consultant will attend one (1) comment review meeting with 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. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design.

Ad-Ready PS&E

Consultant design team will prepare final, Ad-ready plans, specification, and opinion of cost estimate for advertisement by the City. Final PS&E deliverables submitted to the City will be stamped and signed by the appropriate professional in the State of Washington.

Ad-Ready Specification Outline

Consultant design team will prepare final, Ad-ready level specifications based upon the 100% design using the WSDOT PSE Program (run-list with individual specifications files). The Consultant will address applicable 100% review comments and make revisions as necessary.

Ad-Ready Opinion of Cost Estimate

Consultant design team will calculate final, Ad-ready design level quantities and prepare an opinion of construction costs based upon the Ad-ready construction plans and current unit bid prices. Consultant will address applicable 100% review comments and make revisions as necessary.

Ad-Ready QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted prior to submittal to the City, 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:

- 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 100% 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.

- The City will be responsible for project advertisement and document control.
- Preparation of a basis of design or design report for the project is not included in this scope of services.
- In providing opinions of cost and schedules for the project, Consultant has no control over cost or price of labor and materials; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

Deliverables:

- Responses to 100% comments
- Ad-ready plans (signed, PDF)
- Final opinion of cost summary (Excel)
- Ad-ready specifications (run-list and individual specifications files, Word)

Task 18 – WSDOT Design Documentation

The Project proposes to improve the W. Marine View Drive/Terminal Avenue intersection located along State Route 529 and under WSDOT jurisdiction. The Consultant shall complete the draft Design Documentation Checklist provided by WSDOT and the Combined Design Approval (DA)/Project Development Approval (PDA) Package, including documentation of ADA ramp designs. The Design Documentation Package will include a summary memorandum, channelization plans, and the elements necessary to complete the Design Documentation Checklist and prepare the Combined DA/PDA Package for Design Approval. This assumes there are no design decisions or deviation deviations required for inclusion in the design documentation package.

Elements to be prepared include:

- Combined Design Approval (DA)/Project Development Approval (PDA) Checklist
- Table of Contents
- Summary Memorandum
- Vicinity Map
- Basis of Design
- Design Parameter Sheets
- Maximum Extend Feasible (MEF)
- Channelization Plans for Approval
- Pedestrian Crossing Memorandum

The Consultant shall evaluate all intersection ADA ramp locations for compliance and prepare design level ADA Measurement Forms for each location. The Consultant shall prepare Maximum Extent Feasible (MEF) documentation for ADA facilities that will not be able to meet ADA requirements. If needed, all non-compliant ADA ramps will be documented on one MEF for the project. Since improvements at the SR529 intersection propose to modify the existing pedestrian crosswalks, a Pedestrian Crossing Memo is also anticipated for documentation.

All coordination with WSDOT Headquarters for submittal, review and approval of design documentation shall be through the City Project Manager.

The Consultant will meet with City and WSDOT to clarify review comments from the Design Documentation package, as necessary. Then the Consultant shall respond to comments and incorporate review comments into the package, sign and seal the plan, and resubmit to WSDOT for approval. It is assumed that three (3) submittals will be necessary to finalize the design documentation package and obtain WSDOT approval.

Assumptions:

- Only the W. Marine View Drive/Terminal Avenue intersection (SR 529) requires WSDOT documentation/approval.
- No design decisions or analyses documentation are required for the project.
- No Intersection Control Evaluation is required for the project.
- A total of three (3) submittals are anticipated.
- Assume attendance at three (3) design review meetings with WSDOT and City.

Deliverables:

- Draft Combined DA/PDA Package for WSDOT design review
- Interim Combined DA/PDA Package for WSDOT design review
- Final Combined DA/PDA Package for WSDOT approval

Task 19 – Constructability Review and Construction Schedule

This task includes constructability review and construction schedule services.

Constructability Review

Consultant will provide constructability review of the design team's prepared Plans, Estimate, and Specification (PS&E) package at the 90% design level.

Construction CPM Schedule

Consultant will prepare Construction Schedule at 90% PS&E design level.

Deliverables:

- Constructability Review comments for PS&E packages at 90% design level
- Construction schedule at 90% design level

Task 20 – Right of Way Services

Right of Way Services Project Administration

Consultant will:

- Prepare for and attend early design development meetings as requested by the City or the project team
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks.
 - Coordinate and complete title reviews
 - Prepare Right of Way Funding Estimate (ROWFE)
 - Prepare Offer Packages for up to five (5) parcels

Title Review

Consultant will:

- Request the City order new and/or updates to existing title commitments
- Review title reports for each parcel and identify each exception
- Prepare up to five (5) parcel title summaries
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction

Right of Way Funding Estimate (ROWFE)

Consultant will:

- Conduct on-site inspections
- Review of assessed values for impacted parcels
- Review and estimate value of damages to improvements
- Identify potential occupant or personal property displaced by the project
- Research and estimate expenses of valuation (Appraisal/AOS), Title & Escrow, Labor, miscellaneous Fees, SEA, and an estimate of risk of condemnation, inflation, and markets
- Prepare ROWFE

Assumptions:

- The ROWFE is prepared per LPA-005

- The ROWFE is provided in the form required by LPA-005a

Project and File Close-out

Consultant will:

- Review of all valuation and compensation data
- Draft up to five (5) Offer Packages
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process.

Assumptions:

- No more than two (2) rounds of edits/comments of the Offer Packages will be required
- The Right of Way and Construction phases of the project do not have federal funding and WSDOT ROW Certification will not be required.
- The City requires no more than five (5) partial acquisitions.
- There are no full acquisitions.
- No design changes will occur after preparation of Offer Package is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided from a licensed survey company.
- The City will provide ROW document templates or Consultant will utilize WSDOT templates and provide to the City for review and approval.
- The City will provide valuations (Appraisal Waivers, Appraisals, and/or Appraisal Reviews).
- Title reports will be provided by the City or Consultant will be authorized to order title commitments and direct the title company to bill the City directly.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

Deliverables:

- Up to four (4) parcel title summaries in a format that meets the requirements of LPA 333
- One (1) Right of Way Funding Estimate (ROWFE) in a format that meets the requirements of LPA 005a

- Up to four (4) Offer Package in in a format that meets the requirements of WSDOT Local Programs

Task 21 – Public Outreach

The Consultant will assist the City in public and stakeholder communication of the Project to the freight corridor study area.

Assumptions:

- The City will coordinate necessary internal City review of all plans and materials, consolidating edits and providing feedback to Consultant.
- The City and technical team will lead additional interviews, briefings and phone calls recommended for the project.
- The City will maintain the project website and social media accounts.
- The City will coordinate and pay directly for the translation of materials and notifications through City-identified preferred vendors, as needed.
- The Consultant will coordinate printing and mailing of materials and notifications through City-identified preferred vendors, as needed. The Consultant will directly pay for these services.
- The City will provide mailing lists, and pay directly for the purchase of mailing lists, as needed.
- The City will pay directly for any meeting venues for in-person events.
- 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-facing materials, City staff and Consultant team leads will provide public-friendly maps and data to incorporate into meeting displays with minimal graphic changes.
- Consultant will follow City branding and standards.
- Consultant will attend up to 80 planning and coordination meetings with the City to specifically discuss public outreach.
- Consultant will join up to 40 internal consultant team meetings to discuss public outreach as it relates to other project tasks.

Community outreach and communication plans

Consultant will develop an initial 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 Project. This plan will include community engagement goals, an audience

analysis (including affected stakeholders and organizations), key messages, and engagement timelines.

As an appendix to the community outreach plan, the consultant will develop a socioeconomic and community analysis plan that will capture project area demographic research and leverage previous outreach efforts for the Project to inform strategies for engaging historically underrepresented and limited-English speaking populations.

Assumptions:

- Two rounds of client review for initial draft of the community outreach plan. One update can be made, if needed, as the project advances through design.
- One round of review for the draft of the socioeconomic and community analysis plan.
-
- Consultant will leverage and build off deliverables from prior engagement and planning. This includes the affected stakeholders list and key messages.

Deliverables:

- Community outreach plan (1) with up to 1 update
- Socioeconomic and community analysis plan (1)

Stakeholder engagement

Based on information gathered for the Project, Consultant will support the City in using already identified communication methods for how the community would like to stay informed and engaged during the project. Consultant, in coordination with the City, will support stakeholder engagement, which may include neighborhood forums, agency meetings, and one on one briefings with potentially affected property owners and stakeholders.

Assumptions:

- Project overview briefing deck templates will be developed for design and final design. City is responsible for tailoring deck templates for audience.
- City will be responsible for scheduling meetings.
- City will lead and facilitate meetings. One consultant staff may attend to support and take notes.
- Consultant will set up virtual stakeholder meetings via Teams.
- Agency meetings will be led by the City.
- ROW meetings will be led by the ROW team and the City.

Deliverables:

- Project overview briefing deck templates (up to 2)
- Meeting materials (template briefing deck, see above) and summary for neighborhood forums (1)

Public information and outreach materials

The consultant, in coordination with the City, will develop materials, online content and graphics to support all community engagement and communication efforts. Public information materials may include factsheets, website updates, public-facing maps and drawings, online newsletters, social media posts, and mailings. Products will be developed at key project milestones through design and communicate construction impacts.

Assumptions:

- Project graphics includes a project corridor map and public-friendly drawings at design and final design.
- City will be responsible for the translation of materials.
- Consultant will support content development for major website updates. City will be responsible for minor updates.
- Consultant will be responsible for printing and postage costs of mailings. City will be responsible for providing mailing address lists.
- Consultant will update and maintain the existing project FAQ, with up to 1 update. This document is intended to remain an internal resource for project staff.
- Consultant will develop the initial templates for these materials and provide minor updates at each project milestone.
- The consultant will prepare materials (outlined above; FAQs, talking points, etc.) to assist community briefings. However, the consultant will not prepare materials specific to any briefing.

Deliverables:

- Project milestone key messages for public-facing announcements 1)
- Website updates (1)
- Project factsheets (1)
- Stakeholder email templates (1)
- Project graphics (up to 3)
- Project FAQ (1) with 1 update

- Project area postcard (1)
- Public correspondence log (1)

Fieldwork, pre-acquisition, and right-of-entry coordination for pre-construction

The consultant will support communication needs for geotechnical borings, surveys, environmental investigations, or other fieldwork activities, as requested.

Assumptions:

- The consultant will develop one fieldwork notification template and update it for specific fieldwork activities and locations.
- City will be responsible for any translation, or in-person interpretation needs.
- Consultant will be responsible for printing flyers.
- Up to two consultant staff will deliver door-to-door notifications, as requested. For safety, no less than two individuals will conduct door-to-door outreach.

Deliverables:

- Fieldwork notification flyer template for business and residences (1)

Outreach summaries

Consultant will prepare an outreach summary report following large project milestones that involved substantial public involvement, as needed. The summaries will include the outreach approach and methods used, what we heard from stakeholders and the community, how feedback influenced the solutions.

Assumptions:

- One summary will be produced after the design phase.
- Each summary will include two rounds of client review.

Deliverables:

- Outreach summaries (1)

Task 22 – Bidding Support Services

In this task 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 12 Request for Information (RFIs) and Clarifications for bidding purposes and will assist the City on up to two (2) bid Addendum packages.

Assumptions:

- The City will take the lead in fielding and responding to Contractor's inquiries during the bidding period.
- Addendum will be prepared by the City, with Consultant's assistance, and issued to the bidders by the City.
- This task assumes a total of 72 hours for RFIs and Addendum package assistance.

Deliverables:

- Response preparation of up to 12 RFIs
- Assistance with up to two (2) Addendum packages

Task 23 – Management Reserve (MR)

A management reserve is established to address the potential for additional work outside of the initially defined scope of services. Any use of the Management Reserve (MR) will be on a per task basis and individually authorized by the City's project manager.

Assumptions:

- Management Reserve is not to exceed \$100,000.
- Consultant will prepare an estimate based on a MR task request.
- City will authorize the task under the MR prior to Consultant commencing work.
- Work accomplished under the MR will be tracked on an individual subtask basis under Task 23.

Deliverables:

- Per the individually authorized MR subtasks

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

**SELECT ONE OF THE FOLLOWING METHODS OF COMPENSATION, EACH OF WHICH IS
SUBJECT TO THE MAXIMUM COMPENSATION AMOUNT**

- ☐ **HOURLY RATE.** The City shall pay Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified below for staff performing the Work.

Name	Title	Rate
enter name	Owner	\$75/hr.
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate
enter name	enter title	enter rate

If there are more staff than rows in the table above, then those staff names, titles, and rates shall be provided in the Scope of Work.

- ☐ **PROGRESS PAYMENTS.** The City shall pay Service Provider the following amounts upon the completion of the following tasks.

Task	Amount Paid on Task Completion
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount
enter task	enter amount

If there are more tasks than rows in the table above, then those tasks and payment amounts shall be provided in the Scope of Work.

- ☐ **LUMP SUM.** The City shall pay Service Provider \$ enter amount upon the completion of the Work.

- ☐ **METHOD CONTAINED IN SCOPE OF WORK.** The City shall pay Service Provider as set forth in the Scope of Work.

- ☒ **METHOD CONTAINED IN ATTACHED PAGE(S).** The City shall pay Service Provider as set forth in the spreadsheets or other documents attached to this Exhibit B.

Budget Summary

Date: 9/10/2025
Client: City of Everett
Project name: 41st Street Rucker Freight Corridor – Phase 2: Preliminary and Final Design and Construction Support Services

Task	Jacobs			Kimley-Horn (Traffic)			CommonStreet (ROW)			TOTAL		
	Labor	Expenses	Subtotal	Labor	Expenses	Subtotal	Labor	Expenses	Subtotal	Labor	Expenses	TOTAL
Task 1 – Project Management and Administration; Project Meetings	\$ 166,202	\$ 4,574	\$ 170,776	\$ 67,775	\$ -	\$ 67,775	\$ -	\$ -	\$ -	\$ 233,977	\$ 4,574	\$ 238,551
Task 2 – Environmental Permitting	\$ 84,584	\$ 3,496	\$ 88,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,584	\$ 3,496	\$ 88,080
Task 3 – Topographical Survey and ROW Mapping	\$ 150,523	\$ 83,496	\$ 234,019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,523	\$ 83,496	\$ 234,019
Task 4 – Geotechnical	\$ 111,314	\$ 134,017	\$ 245,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,314	\$ 134,017	\$ 245,331
Task 5 – Utility Coordination and Design	\$ 136,888	\$ -	\$ 136,888	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,888	\$ -	\$ 136,888
Task 6 – Civil and Roadway Design	\$ 96,663	\$ -	\$ 96,663	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,663	\$ -	\$ 96,663
Task 7 – Drainage and Stormwater Design	\$ 61,953	\$ -	\$ 61,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,953	\$ -	\$ 61,953
Task 8 – Signal, ITS, and Lighting Design	\$ -	\$ -	\$ -	\$ 291,350	\$ -	\$ 291,350	\$ -	\$ -	\$ -	\$ 291,350	\$ -	\$ 291,350
Task 9 – Landscape Design	\$ 17,427	\$ -	\$ 17,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,427	\$ -	\$ 17,427
Task 10 – Structural Design	\$ 20,281	\$ -	\$ 20,281	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,281	\$ -	\$ 20,281
Task 11 – Signing Plans	\$ 5,748	\$ -	\$ 5,748	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,748	\$ -	\$ 5,748
Task 12 – Traffic Control Design	\$ 434	\$ -	\$ 434	\$ 120,765	\$ 13,200	\$ 133,965	\$ -	\$ -	\$ -	\$ 121,199	\$ 13,200	\$ 134,399
Task 13 – Preliminary Design (30% Submittal) Plan and Estimate	\$ 59,058	\$ -	\$ 59,058	\$ 6,615	\$ -	\$ 6,615	\$ -	\$ -	\$ -	\$ 65,673	\$ -	\$ 65,673
Task 14 – Intermediate Design (60%) PS&E Submittal	\$ 197,235	\$ -	\$ 197,235	\$ 24,290	\$ -	\$ 24,290	\$ -	\$ -	\$ -	\$ 221,525	\$ -	\$ 221,525
Task 15 – Final Design (90%) PS&E Submittal	\$ 207,998	\$ -	\$ 207,998	\$ 23,060	\$ -	\$ 23,060	\$ -	\$ -	\$ -	\$ 231,058	\$ -	\$ 231,058
Task 16 – Final Design (100%) PS&E Submittal	\$ 156,895	\$ -	\$ 156,895	\$ 21,405	\$ -	\$ 21,405	\$ -	\$ -	\$ -	\$ 178,300	\$ -	\$ 178,300
Task 17 – Ad-Ready Contract Documents	\$ 93,296	\$ -	\$ 93,296	\$ 15,570	\$ -	\$ 15,570	\$ -	\$ -	\$ -	\$ 108,866	\$ -	\$ 108,866
Task 18 – WSDOT Design Documentation	\$ 39,803	\$ -	\$ 39,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,803	\$ -	\$ 39,803
Task 19 – Constructability Review and Construction Schedule	\$ 26,951	\$ -	\$ 26,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,951	\$ -	\$ 26,951
Task 20 – Real Estate Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,587	\$ -	\$ 19,587	\$ 19,587	\$ -	\$ 19,587
Task 21 – Public Outreach	\$ 54,445	\$ 5,153	\$ 59,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,445	\$ 5,153	\$ 59,598
Task 22 – Bidding Support Services	\$ 11,719	\$ -	\$ 11,719	\$ 15,875	\$ -	\$ 15,875	\$ -	\$ -	\$ -	\$ 27,594	\$ -	\$ 27,594
Task 23 – Services During Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 23 – Management Reserve	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
TOTAL	\$ 1,699,417	\$ 330,736	\$ 2,030,153	\$ 586,705	\$ 13,200	\$ 599,905	\$ 19,587	\$ -	\$ 19,587	\$ 2,305,710	\$ 343,936	\$ 2,649,646










Jacobs Engineering Group Inc_41st Street to Rucker Ave Corridor Ph 2_PSA_TH_2025.12.17_SD

Final Audit Report

2026-01-23


Created:	2026-01-06
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs_diCylSg3m0oCuzO_FGiWTs5aQqW1re

"Jacobs Engineering Group Inc_41st Street to Rucker Ave Corridor Ph 2_PSA_TH_2025.12.17_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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