

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

Agreement Number: PW 3821-001

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.	
Address 365 - 118th Ave SE - Suite 100 - Bellevue, WA 9800	Federal Aid Number CDS-2756(002)
UBI Number 602-507-862	Federal TIN or SSN Number 68-0607809
Execution Date	Completion Date 12/31/2029
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Everett Point Industrial Center (EPIC) Bridge	
Description of Work See attachment, "Exhibit A - City of Everett Point Industrial Center (EPIC) Bridge Project - DEA Scope of Work"	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$3,502,534 Management Reserve Fund: \$100,000 Maximum Amount Payable: \$3,602,534

## Index of Exhibits

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

Agreement Number: PW 3821-001

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

Agreement Number: PW 3821-001

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

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

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

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

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

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

**If to AGENCY:**

Name: Tom Hood  
Agency: City of Everett  
Address: 2930 Wetmore Ave  
City: Everett State: WA Zip: 98201  
Email: [THood@everettwa.gov](mailto:THood@everettwa.gov)  
Phone: (425) 257-8809  
Facsimile: NA

**If to CONSULTANT:**

Name: Khashayar Nikzad  
Agency: David Evans and Associates, Inc.  
Address: 365- 118th Ave SE- Suite 100  
City: Bellevue State: WA Zip: 98201  
Email: [Kash.Nikzad@deainc.com](mailto:Kash.Nikzad@deainc.com)  
Phone: 425-453-5545  
Facsimile: NA

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number: PW 3821-001

## V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number: PW 3821-001

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

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

Agreement Number: PW 3821-001

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

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

Agreement Number: PW 3821-001

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

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

## **VIII. Nondiscrimination**

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

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

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

## **IX. Termination of Agreement**

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

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

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

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

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

Agreement Number: PW 3821-001

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

Agreement Number: PW 3821-001

## **XII. Legal Relations**

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

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

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

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

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

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

Agreement Number: PW 3821-001

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

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

#### Insurance Coverage

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

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

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

Name: Tom Hood  
Agency: City of Everett  
Address: 2930 Wetmore Ave  
City: Everett State: WA Zip: 98201  
Email: thood@everettwa.gov  
Phone: (425) 257-8809  
Facsimile: NA

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

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

Agreement Number: PW 3821-001

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

Agreement Number: PW 3821-001

## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

Agreement Number: PW 3821-001

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

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

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

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

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

## **XX. Records Maintenance**

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

Agreement Number: PW 3821-001

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature \_\_\_\_\_  
Cassie Franklin, Mayor

06/18/2026


Date \_\_\_\_\_


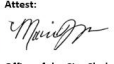
Signature \_\_\_\_\_  
Khashayar Nikzad, PE

06/18/2026

Date \_\_\_\_\_

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

 APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

 Attest:  
  
OFFICE OF THE CITY CLERK

Agreement Number: PW 3821-001

***Exhibit A  
Scope of Work***

---

Project No. PW 3821

Please see attached.

Agreement Number: PW 3821-001

**EXHIBIT A**  
**SCOPE OF WORK**  
**EPIC Bridge Project – Phase 2 Full Design**

**Background:**

Phase 2 of the EPIC Bridge Project involves advancing the recommended bridge structure described in the existing Type, Size, and Location (TS&L) study report to full design construction documents.

This Bridge will provide a new primary access to approximately eighty (80) acres of AGENCY and privately-owned property along the Snohomish River. The new access will impact a community park-like amenity in the public Right of Way (R/W) and will span a Burlington Northern Santa Fe (BNSF) Railway mainline and a two-lane roadway.

**Project Objectives:**

The City of Everett (AGENCY) has tasked the David Evans & Associates (DEA) team (CONSULTANT) to advance the TS&L Report’s recommended Riverpoint access improvement, which involves a major bridge crossing, to full design.

All work performed by the CONSULTANT’s team shall be per the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual for federally funded projects.

***Initial Scope Summary:***

1. Project Management
2. Surveying
3. Geotechnical Engineering
4. Environmental Permitting
5. Civil Engineering
6. Utility Coordination and Design
7. Public Outreach
8. Architectural/Aesthetics Design
9. Traffic Control
10. Illumination and Signing
11. Structural Design
12. Constructability Review, Construction Schedule & Estimation
13. BNSF Coordination
14. Right-of-Way

***Future Possible Scope (Optional Work) at AGENCY’s discretion:***

15. Construction Phase Support

**Project Standards:**

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

- AASHTO LRFD Bridge Design Specifications
- AASHTO “A Policy of Geometric Design of Highways and Streets”

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

**Project Team:**

The Project team is composed of the following:

- A. Owner – City of Everett Public Works (AGENCY)
- B. Prime Consultant – DEA (CONSULTANT)
- C. Subconsultant – Perteet, Inc (Perteet)
- D. Subconsultant – HWA Geosciences, Inc (HWA)
- E. Subconsultant – Kimley-Horn & Associates, Inc (Kimley-Horn)
- F. Subconsultant – LMN Architects (LMN)
- G. Subconsultant – Ott-Sakai & Associates, LLC (Ott-Sakai)
- H. Subconsultant – EnviroIssues (EnviroIssues)
- I. Subconsultant – Commonstreet Consulting (Commonstreet)

The following work elements present a summary of the services associated with the Project:

## **WORK ELEMENT 1            PROJECT MANAGEMENT**

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

### **1.1    Monthly Progress Reports, and Invoicing:**

- Progress reports will contain a narrative that identifies and describes significant activities performed in the previous month and the significant planned activities for the upcoming month.

### **1.2    Design Team Management:**

- Schedule and coordinate with the design team.
- Prepare sub-consultant agreements as well as coordinate, budget, and review their Project progress and submittals.
- Prepare, monitor, and update the Project schedule.
- Monitor the Project budget.
- Prepare monthly billings, progress reports, and update monthly the Project schedule.
- Maintain regular informal contact through telephone discussions and electronic mail.
- Obtain, with assistance from the AGENCY, rights of entry necessary for geotechnical studies, etc.

### **1.3    Meetings**

- Weekly or bi-weekly meetings with AGENCY to coordinate and share progress.
- Biweekly meetings with internal team and including subconsultants when needed. Up to twenty-four (24) team meetings are assumed for the duration of the design activities.

### **Deliverables:**

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

## **WORK ELEMENT 2            SURVEYING AND MAPPING**

This work element is performed by CONSULTANT to provide additional topographic survey and basemapping as required for full design purposes.

The surveying effort in this phase will include the following activities:

### **2.1 Survey PM, Admin, QA/QC**

This task includes the survey project management, administrative duties, and quality control required for a project of this complexity and magnitude. Depending on the Project requirements, CONSULTANT will assign a Survey Project Manager, Assistant Project Manager, and Survey Quality Leader for this Project.

### **2.2 Survey Control**

The activities in this section will be a continuation of the completed TS&L survey topo map as required for Final Design Phase engineering.

This task includes the perpetuation of existing survey control into new areas as shown in Figure A below.

### **2.3 Field Surveying and Mapping**

The activities in this section will be a continuation of the completed TS&L survey topo map as required for Final Design Phase engineering. This task includes field surveying and mapping required for this specific effort as shown in Figure A below (orange area).

CONSULTANT may provide ground-based topographic survey to add to the basemaps at a 1" = 20' scale and to update the DTM generated one (1)-foot contours utilizing traditional survey methods.

### **2.4 Utility Surveying Services**

The activities in this section will be a continuation of the completed TS&L survey topo map as required for Final Design Phase engineering. This task includes utility surveying services required for this specific effort as shown in Figure A below (orange area).

- Surface Observable utilities will be located as found within the surveying limits.
- Measure Downs for sewer manholes, catch basins and storm drain manholes with pipe size, material, direction, and invert elevations will be obtained, if possible, at each structure.
- A private underground utility locating firm will be sub-contracted for marking underground conductible utilities.

### **2.5 Office Processing**

This task includes the office processing of the collected survey data, data extraction, field book note reductions, CADD drafting, and other duties required for the generation of the deliverable(s).

## **2.6 Right-of-Way and Boundary Resolution(s)**

The activities in this section will be resolving existing right-of-way to be researched and along the survey limits shown in Figure A (yellow and orange areas).

It is estimated that up to thirty-eight (38) Title Reports with underlying documents will be needed in order to more fully research and resolve the right-of-way. CONSULTANT will provide a Title Reports listing to the AGENCY. The AGENCY will order and pay for the Title Reports which will then be provided to the CONSULTANT upon receipt.

### **Assumptions:**

- Health, Safety, and Security are priorities. CONSULTANT personnel will not proceed if the conditions are deemed unhealthy, unsafe, or not secure from harm of any type.
- CONSULTANT is not responsible for any delays due to conditions outside of CONSULTANT's control.
- Permits will not be required for CONSULTANT's efforts.
- Title Reports with underlying documents for the affected parcels to be provided by the AGENCY.
- A Record of survey/setting of property corners is not a part of these services.
- Tree driplines are not a part of these services.
- Confined space entry will not be required.
- Drafting and basemaps will comply with current City of Everett Survey & CAD Standards.
- Geotechnical bores, potholes, hand holes, and test pit locations are NOT a part of these tasks.
- Trees greater than six-inch (6") DBH will be located as a part of these tasks.
- Rights of entry, if needed, will be accomplished by others prior to dispatching the field crew.
- The level of effort for this task is limited to the budgeted level of effort.

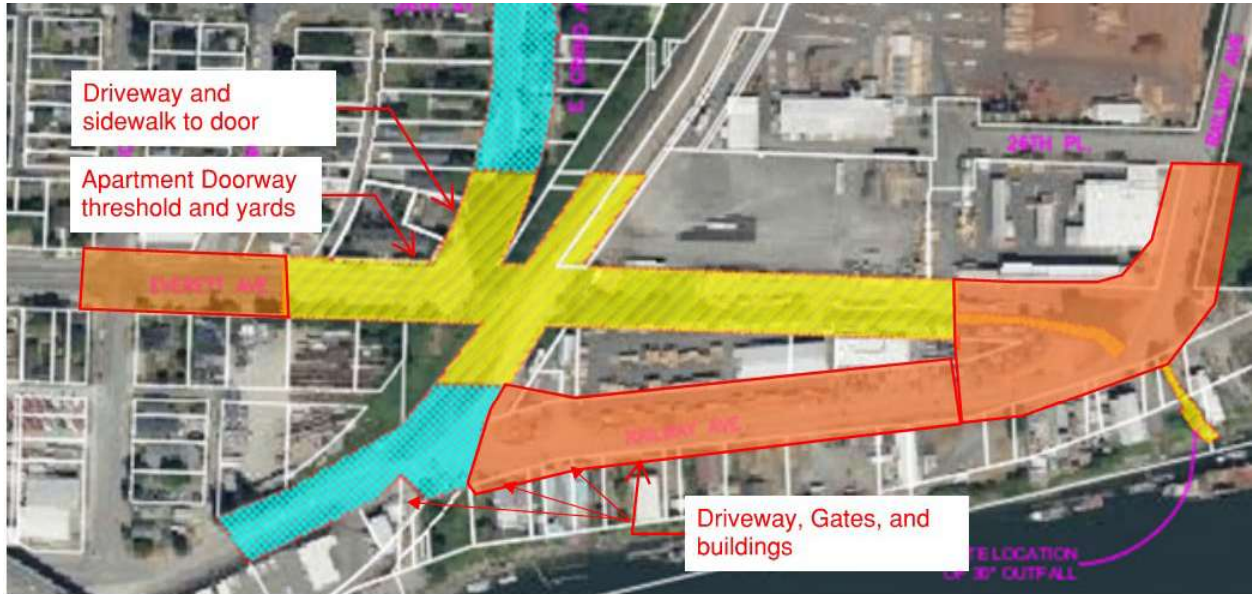
### **Deliverables:**



- AutoCAD Civil 3D 2022 survey base map, electronic copy. (Not to include terrain model.)
- AutoCAD Civil 3D 2022 terrain model, electronic copy.
- .XML terrain model.
- Signed PDF copy of the mapped areas, if required.
- Field book notes, if required.
- ASCII file of all topographic and control points, if required.
- An ASCII file with point numbers, coordinates, elevations, and descriptions for each survey point, with benchmarks and survey control points clearly identified.

### **Project Limits**

The activities in this section will be a continuation of the completed TS&L survey topo map as required for Final Design Phase engineering as shown in Figure A below. Project limits will be apparent Right-of-Way to apparent Right-of-Way along all roadways in Figure A below.

***Figure A – Survey Limits***



-  Topographic and Right-of-Way Survey
-  Right-of-Way Survey Only

## **WORK ELEMENT 3            GEOTECHNICAL ENGINEERING**

This work element is performed by HWA Geosciences (HWA) to continue providing geotechnical information to support the full design phase of the Project. The geotechnical engineering effort will include the following activities:

### **3.1      Geotechnical Project Management**

- **Attend Project Kickoff Meeting:** HWA will attend one Project kickoff meeting with the AGENCY and the design team. This meeting will review Project objectives, communication protocol, and schedule. HWA assumes that this meeting will be virtual.
- **Project Coordination Meetings:** HWA will attend up to twenty-four (24) Project coordination meetings with the design team. HWA's attendance will be used to convey the geotechnical considerations of the site to the AGENCY and the design team.
- **Invoice Generation and Processing:** HWA will prepare monthly invoices and progress reports for the duration of the design phase of the Project.
- **Geotechnical Task Management:** HWA will provide geotechnical task management to all geotechnical-related aspects of the Project. HWA will correspond with the AGENCY and the design team in the form of emails and telephone calls, as necessary.

### **3.2      Supplementary Geotechnical Field Explorations**

- **Plan Supplementary Field Exploration Program:** HWA will plan and coordinate a supplementary geotechnical exploration program for the Project. This supplementary exploration program will consist of pushing a series of five (5) CPT explorations at the locations of proposed improvements that do not currently have available subsurface information. Additionally, this program will include advancing a series of direct push explorations to collect environmental samples within the upper 20 feet of soil at the location of the proposed improvements located east of the existing Railroad tracks. Planning will include identification of the location of the geotechnical explorations, development of traffic control plans, and coordination of required equipment and utility clearance.
- **Conduct Utility Locates for Geotechnical Explorations:** Prior to generation of the geotechnical work plan, HWA will mark the proposed exploration locations on the ground and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed field exploration locations prior to development of traffic control plans.
- **Second Utility Locates Site Visit:** HWA will make an additional site visit to verify that the proposed locations of the geotechnical explorations are clear of utilities prior to finalizing the exploration plans and mobilizing the CPT and drilling equipment.

- **Generate Geotechnical Work Plan Memorandum:** HWA will prepare a Geotechnical Work Plan Memorandum describing exploration means and methods. This work plan will be submitted to the design team and the AGENCY for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and designation of staging areas. The work plan will also be used for utility locating clearances and for permitting and right of entries that may be necessary to access the exploration locations. HWA assumes the AGENCY or CONSULTANT, in support of this Project, will acquire and provide any required permits or right of entry at no cost to HWA.
- **Conduct Supplementary Explorations (CPTs):** HWA will conduct a series of up to five (5) CPT explorations along the Project alignment. One CPT will be pushed to a depth of approximately fifty (50) feet near the location of expected retaining walls beyond the western bridge abutment. Three (3) CPTs will be pushed to a depth of approximately one hundred twenty-five (125) feet in the vicinity of the interior bridge piers. One CPT will be pushed to a depth of approximately fifty (50) feet in the vicinity of the proposed roundabout near the eastern end of the Project. HWA expects that these five (5) CPTs will require three (3) days to complete. HWA assumes that traffic control including flaggers will be required for two (2) out of the three days.
- **Conduct Supplementary Environmental Explorations:** HWA will subcontract a licensed driller to advance up to 5 borings to depths of up to 20 feet with a truck-/trailer-mounted direct push drill rig.
  - a) For each boring, soil samples will be screened with a photoionization detector (PID), water sheen test, and visual/olfactory methods (i.e., adverse odors, discoloration, etc.). Soil samples with the highest level of organic vapors and/or most discernible visual/olfactory contamination will be selected for chemical analysis. If groundwater is encountered, samples will be collected from boring locations via temporary PVC wells. Prior to sampling, the temporary wells will be purged until they run clear or for 30 minutes of purging, whichever comes first. Soil and groundwater samples will be collected following HWA and regulatory agency standard operating procedures.
  - b) Samples will be placed in a cooler with ice after they are collected, and HWA will employ chain-of-custody procedures while storing and transporting the samples. Environmental samples will be submitted to an Ecology-accredited, third-party analytical laboratory (OnSite Environmental of Redmond, Washington). Field staff will deliver samples to the analytical laboratory or arrange for their pickup by a courier within 24 hours of sampling. HWA will select one soil sample and one groundwater sample (if encountered) per boring (maximum of six soil samples and six groundwater samples) for chemical laboratory analysis of the following:
    - i. Gasoline range organics via Ecology test method NWTPH-Gx
    - ii. Diesel and oil range organics via Ecology test method NWTPH-Dx
    - iii. Volatile organics (VOCs) via EPA test method EPA 8260D

- iv. Semivolatile organic (SVOCs) with low level polycyclic aromatic hydrocarbons (PAHs) via test method EPA 8270E/SIM
- v. Polychlorinated biphenyls (PCBs) via EPA test method 8082A
- vi. Total metals (11 analytes) Ag, As, Ba, Cd, Cr, Hg, Pb, Se, Cu, Ni, Zn via EPA test method EPA 6010D/6020B/7471B (soil only)
- vii. Dissolved metals (11 analytes)\* Ag, As, Ba, Cd, Cr, Hg, Pb, Se, Cu, Ni, Zn via EPA test method EPA 200.7/200.8/7470A (groundwater only)
- viii. Soluble hexavalent chromium\*\* via test method EPA 7196A
- ix. Toxicity Characteristic Leaching Procedure (TCLP) Metals\*\* via EPA test method EPA 13116010D/7470A

\*Water will be filtered with a 0.45 µm filter before it is introduced to sample containers for dissolved metals analysis.

\*\*Based on initial analytical results, follow-up analysis for hexavalent chromium, and/or TCLP may be conducted.

- c) Samples will be submitted for standard laboratory turnaround time, which is approximately 7 to 10 business days. Follow-up analyses, based on initial analytical results (i.e., additional testing requested for hexavalent chromium, and/or TCLP follow-up analysis) may result in a total standard turnaround time of up to 3 weeks. Faster turnaround times are available at increased cost.
- d) Soil cuttings, purged groundwater (if encountered), and decontamination water from borings will be placed in steel 55-gallon drums. These investigation-derived waste (IDW) drums will be stored on-site, or at a location within three miles of the site, pending chemical analysis. Once laboratory results for the environmental samples are obtained, HWA will coordinate the disposal of drummed IDW using a waste disposal subcontractor. Waste profile documentation required for disposal of the IDW will need to be signed by an AGENCY representative.

### 3.3 Geotechnical Engineering Analysis

- **Update Geologic Cross Sections:** HWA will update the geologic cross-sections developed as part of the existing TS&L study. The updates will consist of including the supplemental subsurface information collected as part of this scope of work.
- **Revise AASHTO Seismic Design Parameters:** HWA will revise the seismic design parameters based on the latest AASHTO Specifications for Roads and Bridges. Shear wave velocity measurements collected for the TS&L study will be used to identify the site class. The revised seismic design parameters will be different than the parameters used in the TS&L study due to changes in the AASHTO code.
- **Update Soils for Liquefaction and Lateral Spread Potential:** HWA will evaluate the susceptibility to liquefaction of the soils along the bridge alignment based on the updated seismic design parameters and the supplementary explorations. Once the susceptibility to

liquefaction is determined, we will revise our evaluation of the potential for lateral spreading.

- **Revise Slope Stability Analysis:** HWA will revise the global slope stability analysis of the steep slopes and abutment walls to identify potential impacts on the Project. The revisions will include updated soil information obtained from the supplemental explorations and update seismic design parameters. Global stability will be evaluated using the limit equilibrium approach under both static and seismic loading conditions.
- **Geoenvironmental Recommendations:** HWA group will review the analytical soil tests completed as part of the TS&L study, along with soil and groundwater data acquired during this supplementary environmental exploration program, and provide findings and recommendations for the locations sampled, which will be included in the geotechnical report, with respect to impacts to proposed construction activities. In addition, HWA will utilize the chemical data to assist in the development of geoenvironmental related specification sections.
- **Finalize Soils for Settlement Estimates:** HWA will evaluate the subsurface soil conditions and proposed eastern bridge approach geometry and provide settlement estimates.
- **Finalize Eastern Abutment Approach Recommendations:** HWA will work with the design team to develop abutment embankment recommendations that address expected settlement concerns.
- **Finalize Bridge Foundation Vertical Capacity:** HWA will perform analyses of foundation vertical capacities using accepted drilled shaft estimation methods provided in the AASHTO LRFD Bridge Specifications and the Washington State Department of Transportation (WSDOT) Geotechnical Design Manual (GDM).
- **Finalize Bridge Foundation Lateral Capacity:** HWA will finalize bridge foundation lateral parameters. The lateral parameters will be provided in the form of LPILE input parameter tables for drilled shaft foundations.
- **Wing Wall and Abutment Wall Design Recommendations:** HWA will provide design recommendations for proposed wing walls and abutment wall structures.
- **Retaining Wall Design Recommendations:** HWA will provide design recommendations for retaining walls proposed to achieve required grades at the western end of the Project.
- **Bridge Approach Pavement Design:** HWA will provide pavement design recommendations for the two (2) bridge approaches.
- **Illumination Foundation Recommendations:** HWA will provide illumination pole foundation recommendations.

- **Stormwater Vault Design Recommendations:** HWA will provide design recommendations for proposed stormwater detention vaults.
- **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the AGENCY.
- **Prepare Revised Draft Geotechnical Engineering Report:** HWA will prepare a revised draft geotechnical engineering report for the Project. This report will contain the results of the geotechnical engineering investigation, including a description of surface and subsurface conditions; environmental findings and recommendations for the locations sampled; a site plan showing exploration locations and other pertinent features; a summary of boring and CPT logs; and laboratory test results. The report will provide geotechnical recommendations for each of the above-described proposed improvements.
- **Review Project Plans:** HWA will review the Project plans and provide geotechnical comments related to the incorporation of the geotechnical recommendations for various aspects of the Project.
- **Prepare Final Geotechnical Engineering Report:** HWA will prepare a final geotechnical engineering report for the Project. This report will contain the results of the geotechnical engineering investigation, including a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; a summary of boring and CPT logs; and laboratory test results. The report will provide geotechnical recommendations for each of the above-described proposed improvements.
- **Geotechnical Specification Development:** HWA will work with the design team to assist in the development of geotechnical related specification sections.
- **Geoenvironmental Specification Development:** HWA will work with the design team to assist in the development of geoenvironmental related specification sections.

**Assumptions:**

- All additional geotechnical explorations conducted as part of this scope will consist of CPT tests.
- Traffic control, consisting of flaggers, will be required for two (2) of the CPT testing workdays and the day of environmental sampling.
- Exploration locations will be surveyed by others.
- Stormwater management will be limited to detention and no infiltration testing will be completed.
- No hazardous materials memorandum will be included as part of HWA's scope of work.
- No additional groundwater monitoring will be completed.
- Rights of entry to the lumber yard will be provided by the AGENCY.
- All meetings will be virtual and one (1) hour in duration each.
- The design team will provide HWA with anticipated traffic counts for us in development of the pavement design for the two (2) bridge approaches.

- Geoenvironmental recommendations will be included within the geotechnical report and no stand-alone geoenvironmental reports will be provided.
- Experience has shown that subsurface soil and groundwater conditions can vary significantly over small distances, and it is possible that other subsurface conditions and/or contamination may exist in areas that were not investigated. If contamination is discovered, it is likely that the data will not be sufficient for delineating the vertical and/or lateral extent of contamination or to provide an accurate cost estimate for soil and/or groundwater disposal during construction.
- No BNSF flaggers or coordination will be required for any of the proposed explorations.
- The IDW drums from the geoenvironmental explorations will be stored onsite or at an AGENCY provided location that is within three miles of the site.
- Waste profile documentation required for disposal of the IDW will need to be signed by an AGENCY representative.
- Estimated HWA labor and subcontractor costs for IDW disposal are for non-hazardous waste IDW disposal. If analytical results indicate hazardous wastes are present, IDW disposal may require disposal as a hazardous waste at a Subtitle C landfill, which may incur additional labor and subcontracting costs.
- If contamination is identified in the borings, there is a 50% increase in fees for the HWA material laboratory testing. In an attempt to reduce the cost of the HWA material testing laboratory fees, HWA will wait to select which geotechnical soil samples to analyze until all environmental laboratory analytical results have been received.

**Deliverables:**

- Revised Draft Geotechnical Report
- Plan Review Comments
- Final Geotechnical Report
- Geotechnical Specification Sections
- Geoenvironmental Specification Section

## **WORK ELEMENT 4 ENVIRONMENTAL PERMITTING**

This Work Element is performed by Perteet to provide environmental permitting documentation for the National Environmental Policy Act (NEPA), the State Environmental Policy Act (SEPA), and limited local permits/approvals. Federal funding is anticipated to be administered through WSDOT Local Programs. We assume WSDOT will be the lead coordinator for NEPA. For the purposes of this Scope of Services, this Project can be authorized under a NEPA Categorical Exclusion (CE). Environmental documentation produced under this scope of work will be based on a single preferred alternative to be selected by others prior to PSE preparation and after outreach is conducted by others. The necessary work elements associated with preparation of NEPA and SEPA documentation are assumed under subtasks 4.1-4.6.

### **4.1 Critical Areas Documentation**

To advance to permit ready documentation Perteet will conduct a targeted field investigation of the Project site identified through the existing TS&L Environmental Memo. This effort will confirm the presence or absence of critical areas, specifically wetlands, streams, and shorelines. While preliminary review analysis in the TS&L phase suggests no wetlands occur within the immediate Project area, field verification and data collection in and near the Area of Potential Effect (APE) is warranted for developing a critical areas technical memorandum. The Snohomish River, and its shoreline jurisdiction are known to occur in or near the Project area.

Field work will be conducted by two (2) Perteet environmental scientists over the course of no more than one (1) field day. Delineation flags will be located by survey if wetlands are found. The survey of located delineation flags will be used for Project related maps and information to identify critical areas for avoidance of impacts.

This field verification and documentation are key to following up the desktop-based critical area review completed in the existing TS&L Environmental Memo, which also identified floodplain and habitat considerations. The field findings will be documented in a Critical Areas Technical Memorandum, which will describe the methods, delineation results (if any), and regulatory implications under NEPA and SEPA. This documentation will also support permit submittals, including coordination with shoreline and critical area regulations.

#### **Assumptions:**

- Perteet will utilize the preliminary environmental data and findings gathered for the TS&L planning phase.
- Based on the TS&L review, no wetlands occur in the Project area.
- The AGENCY's stormwater outfall improvement Project is outside of this Project scope.
- The AGENCY will coordinate access for Perteet and provide rights of entry as needed to access the Project area.
- CONSULTANT will submit all deliverables/documents to the AGENCY after reviewing Perteet's submittals to the CONSULTANT.

**Deliverables:**

- Critical Areas Technical Memorandum describing the findings of the field investigation and documentation required for completing the SEPA/NEPA review with the AGENCY and WSDOT.

**4.2 NEPA/SEPA Documentation**

The Project is expected to qualify for Categorical Exclusion (CE) under WSDOT NEPA review and is assumed to qualify for SEPA MDNS under Everett local jurisdiction. A draft and final SEPA Checklist will also be prepared using NEPA information after it is completed. Pertteet will coordinate with the AGENCY and WSDOT staff for review and approval signatures on the CE Form and as may be needed for SEPA.

**Activities:**

Pertteet will perform the following activities under this task:

- Confirm the findings of the TS&L Environmental Submittal.
- Prepare the WSDOT Categorical Exclusion (CE) Form (pending WSDOT concurrence Project is permissible under NEPA CE from results of early consultation).
- Prepare an APE Memorandum with APE Map and Cultural Resources Assessment to support consultation under Section 106 of the National Historic Preservation Act (NHPA) and Washington Department of Archaeology and Historic Preservation (DAHP).
- Research and prepare a Hazardous Materials Memorandum to identify potential hazardous substance and solid waste cleanup and worker protection requirements.
- Research and prepare a Biological Assessment per WSODT criteria with Stormwater Checklist and for Threatened Species (EMC Chapter 19.37.070(B)(2)).
- Perform formal Endangered Species Assessments to support consultation with United States Fish and Wildlife and National Marine Fisheries Service through WSDOT /FHWA to support evaluation under Section 7 of the Endangered Species Act.
- Prepare the SEPA Checklist (Everett Municipal Code (EMC) Chapter 15.02).
- Prepare a Shoreline Substantial Development Permit through the AGENCY's input. (Everett Shoreline Master Program, October 2019).
- Prepare Floodplain Development Permit documentation and forms (EMC Chapter 19.30).
- A 4(f) assessment and De Minimis Evaluation Form supported by a letter from the AGENCY of Everett Parks Department supporting conclusions about the need for park mitigation under 23 CFR Part 774. Support the AGENCY with one public meeting to discuss park land impacts.
- Critical Areas Technical Memorandum describing the findings of the field investigation and documentation required for completing the SEPA/NEPA approvals with the AGENCY and WSDOT.
- Conduct cultural resources survey and prepare a Cultural Resources Assessment Report meeting DAHP and WSDOT standards to support review under Section 106 of the National Historic Preservation Act according to Appendix J, Exhibit B of the October 2018 version of the WSDOT CE Guidebook (A-6).

**Assumptions:**

- The stormwater outfall improvement project is a standalone project currently being carried out by the AGENCY's stormwater division.
- Environmental Justice Technical Memorandum is not required under current federal directives.
- Environmental Noise Analysis and Visual Analysis to be provided by CONSULTANT.
- The EPIC bridge is assumed to be a transportation project in the Urban Industrial Shoreline Environment.
- An early coordination virtual meeting will be scheduled with WSDOT Local Programs at or before the preliminary 30% design phase. Perteet will facilitate the meeting to review the Project with WSDOT, confirm NEPA documentation levels and discuss the preferred design before NEPA documentation is produced.
- The initial preliminary NEPA document submittal typically occurs shortly after the 60% design is submitted with a final submittal for signature near the 90% design completion level.
- No AGENCY preapplication meetings will be scheduled or conducted by Perteet. SEPA process research and feedback with the AGENCY will be assumed to be handled by the AGENCY along with clarification of any local permit needs.
- Perteet will complete the Shoreline Master Program (SMP) consistency review and prepare the Shoreline Substantial Development Permit (SSDP) application, including all required supporting documentation such as a shoreline narrative, to demonstrate compliance with the SMP.
- AGENCY or other CONSULTANT staff will be responsible for permit submittals and obtaining city permits and reviews related to any required development permit applications including administrative review, grading, site plan review, right-of-way use, and other local agency permits as required.
- Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Perteet for AGENCY submittal to WSDOT. Level of effort beyond a standard CE form (specialized documentation or EIS) submittal is not accounted for in this scope of services.
- Federal funding will require compliance with Section 106 of the NHPA with WSDOT as lead agency.
- Perteet will have access to the APE for the cultural resources survey. If at any time human remains are encountered, work will cease, and local law enforcement, WSDOT, the DAHP, and affected Tribes will be notified.
- Cultural resources reporting may include up to one (1) archaeological site form and up to two (2) historic property inventory forms.
- An ESA Biological Assessment prepared according to WSDOT criteria with Stormwater Checklist is assumed to be required as part of the NEPA evaluation. This document is to be completed under subtask 4.3.
- It is assumed that the Biological Assessment prepared under subtask 4.3 should satisfy requirements under Everett Municipal Code (EMC) Chapter 19.37 for developments within a protected special flood hazard area adjacent to the Snohomish River (Shoreline).

- A Critical Areas Technical Memo, completed under Task 4.1 will be provided for NEPA and SEPA documentation that will describe critical areas within the Project action and the avoidance of any direct impacts.
- A 4(f)/6(f) Technical Memo will be provided by Perteet to illustrate and describe park impacts to the Mill Creek Trail. Coordinate with the AGENCY for a letter of consent from Everett Parks for NEPA review. AGENCY will facilitate 4(f) mitigation decisions to be included in the design.
- The AGENCY will submit NEPA related information to WSDOT, tentatively scheduled to be prepared at or near the 30% PSE design level.
- Perteet will encourage AGENCY follow-up to WSDOT LPE approximately every 2-3 weeks after submittal to facilitate review. It is assumed the AGENCY will prepare information to submit the Preliminary CE form to WSDOT at or near the completion date of the 30% PSE and the Final CE form will be submitted to WSDOT at or near 60% PS&E submittal.
- No additional federal or state permits or approvals or related documentation are scoped or known to be required for the Project.
- CONSULTANT will submit all deliverables/documents to the AGENCY after reviewing Perteet's submittals to the CONSULTANT.

**Deliverables:**

- Preliminary NEPA CE Form.
- Technical memoranda provided in Word or PDF format for:
  - Cultural Resources
  - Hazardous Materials
  - 4(f) memorandum describing the extent of park impacts and the mitigation alternatives
- Review draft and final Critical Areas Technical Memo (Task 4.1) in PDF format provided at or near 60% PSE submittal for use in SEPA documentation and HPA.
- Draft and final SEPA Checklist in PDF format provided at or near 60% PSE submittal.
- Final NEPA CE Form prepared for AGENCY signature and WSDOT submittal prepared by Perteet at or near 60% PS&E submittal.
- APE Memorandum, draft and final PDF by email.
- Cultural Resources Assessment Report, draft and final PDF by email.

**4.3 Biological Assessment**

A biological assessment (BA) will be completed under NEPA due to federal funding nexus requiring Section 7 ESA consultation. Perteet will prepare biological assessment documentation based on the Project footprint and stormwater analysis that communicates anticipated effects from the Project pursuant to WSDOT template format. Perteet will prepare the BA documentation using the most current WSDOT BA Template available online.

This Task will include NEPA coordination and Perteet and CONSULTANT attendance at one (1) meeting with WSDOT staff to confirm the scope of the BA documentation. Up to three (3) meetings with WSDOT and AGENCY are assumed after the first submittal of the BA.

CONSULTANT shall review and Perteet will submit a draft version of the BA documentation to the AGENCY for review and feedback prior to submitting the package to WSDOT for early coordination review and feedback. Continued support for the BA review after formal submittal to WSDOT during the formal Section 7 ESA consultation process may take months to years depending on their schedule. This approach should allow for submittal feedback on this key NEPA document.

This scope task is limited by the time and budget contained in the fee estimate. If additional coordination time and effort is needed, Perteet may require a supplemental scope and fee to address undetermined future efforts and will be identified with the AGENCY at that time.

**Assumptions:**

- Perteet will rely on the AGENCY’s stormwater design plans and analysis to inform the biological assessment. If WSDOT recommends a Hi Run analysis, that analysis will require engineering support and report integration may be provided at an additional fee.
- The biological assessment will not require any noise evaluations other than standard BA noise assessments for terrestrial and aquatic impacts based on standard WSDOT variables for noise and species impacts described in WADOT BA guidance.
- Perteet will assist the AGENCY to coordinate with WSDOT to consider the preliminary BA. If substantial additional information and edits to the documents are required by Perteet, those services shall be negotiated in an amendment to this Agreement before proceeding.
- This task assumes that the use of Federal funding will require compliance with WSDOT NEPA. A NEPA CE is assumed to be the appropriate level of NEPA determination. A Preliminary and Final NEPA CE Documentation Form will be completed by Perteet for AGENCY submittal to WSDOT. Level of effort beyond a standard CE form (specialized documentation or EIS) submittal is not accounted for in this scope of services.
- Three (3) review cycles by WSDOT and NMFS.
- CONSULTANT will submit all deliverables/documents to the AGENCY after reviewing Perteet’s submittals to the CONSULTANT.

**Deliverables:**

- Meeting notes.
- Draft BA for CONSULTANT and AGENCY review.
- Final Draft BA submitted to WSDOT for their initial review.
- Final BA submitted to WSDOT for their consultation with the Federal Services.
- Correspondence with WSDOT via email, as requested.

**4.4 NPDES Construction Stormwater General Permit (CSGP)**

The construction of the Project will require a Notice of Intent (NOI) to obtain a Construction Stormwater General Permit. Because of likely contaminated soils and water in the APE, the SWPPP prepared under Task 5 will be required for approval of the NOI.

**Activities:**

- Perteet will prepare and electronically submit to CONSULTANT a NOI after issuance of SEPA exemption or SEPA determination.

**Assumptions:**

- The SWPPP will be prepared under Task 5.
- The AGENCY will sign and return forms to Ecology and publish the required public notices.
- Permit coverage will be transferred to the Operator (Contractor) after bid award and before construction. All permit fees will be paid by the permittee and transfer of coverage will be included in the Project Manual.

**Deliverables:**

- Draft and final NOI submitted electronically by Perteet to CONSULTANT.

#### **4.5 Environmental Site Assessments**

The TS&L identified several contaminated properties within the anticipated Area of Potential Effect. To assess how those sites and potential contamination within the existing ROW may influence design decisions, worker safety requirements, and materials handling, Perteet will perform Phase I and Phase II Environmental Site Assessments on the APE to identify the nature and extent of contaminated media within the APE. Phase I ESAs will be performed in general accordance with ASTM 1527-21. Phase II ESA will be in accordance with ASTM 1903-19.

**Activities:**

- Review regulatory records to confirm existing conditions and to identify environmental infrastructure such as wells or remedial equipment that may need to be abandoned or relocated as part of construction site preparation.
- Prepare a Phase I ESA for the APE.
- Prepare maps showing the documented extent of known or suspect contaminated soil and groundwater. Maps should depict the location of sampling points for Phase II ESA activities.
- Prepare sampling and analysis and health and safety plans.
- Identify and schedule soil and groundwater sampling equipment.
- Schedule laboratory services.
- Prepare health and safety plan for Phase II ESA activities.
- Coordinate site access and mobilization schedule with the AGENCY and private property owners.
- Obtain utility clearances.
- Mobilize sampling equipment and staff to the site.
- Perform up to twelve (12) 2-inch direct push borings to twenty (20) feet below the ground surface to assess the presence or absence of contamination within the APE.
- Collect up to twenty-four (24) soil samples and twelve (12) groundwater samples to confirm the nature and extent of environmental contamination in the APE.
- Measure depth to water in accessible existing wells and direct push borings.
- Measure water quality parameters of groundwater.
- Collect Investigation Derived Waste in approved containers and coordinate its proper handling for disposal by others.
- Prepare Phase I and Phase II ESA documents that identify the approximate nature and extent of known or suspect contaminated soils and water.

- Coordinate with the design team and the AGENCY on Department of Ecology requirements for handling petroleum contaminated materials during construction.
- Advise the AGENCY on cost recovery options from neighboring contaminant sources.
- Prepare contaminated media narrative and identify BMPs to support the NEPA CE, NOI and SWPPP submittals.

**Assumptions:**

- The Phase II ESA scope of services is based on the likelihood of environmental contamination in the APE. This is derived from the TS&L Environmental Memorandum dated August 9, 2024. The actual scope of services may be modified based on the review of current records and contaminant mapping.
- Laboratory fees and boring contractor fees are assumed based on standard daily rates from multiple vendors. The AGENCY will agree to actual fees prior to Phase II ESA mobilization. Actual fees will be based on vendor availability and the Sampling and Analysis Plan.
- Phase II ESA will require three (3) field days. Two (2) days are required for the first eight (8) borings. The final four (4) borings will be determined after receiving laboratory results from the first two days.
- The boring locations are accessible under existing conditions, either through adjoining properties or through the existing AGENCY ROW.
- The AGENCY is responsible for reporting the occurrence of contamination in their right of way to the Department of Ecology.
- Five (5) internal meetings with the design team and three (3) meetings with the AGENCY to discuss contaminated media.
- Traffic control is not required for Phase II ESA.
- AGENCY will provide for any ROW permits required for Phase II ESA.
- CONSULTANT will submit all deliverables/documents to the AGENCY after reviewing Perteet's submittals to the CONSULTANT.

**Deliverables:**

- Recommendations memorandum, including contaminant mapping, for Phase II ESA.
- Draft and final reports for both Phase I and Phase II site assessments.
- Meeting agenda and summaries.
- Three (3) technical memoranda to support regulatory approaches, technical approaches, and remedial action costs.

#### **4.6 Optional Tasks**

**Activities:**

Should the AGENCY decide, Perteet will provide the following services to advance the design process:

- Prepare cleanup action plans.
- Prepare specifications for remediation requirements for inclusion in funding applications and construction documents.

City of Everett Point Industrial Center (EPIC) Bridge Project – Phase 2 Full Design

- On-going coordination with Ecology and other stakeholders regarding contaminated site management.
- Compliance monitoring.

**Assumptions:**

- Optional scope of services are not included in the fee estimate and will need to be negotiated when requested by the AGENCY.

## **WORK ELEMENT 5          CIVIL ENGINEERING**

This work element is performed by Perteet. The bridge layout and roadway design that was approved in the TS&L phase will be advanced to full design level.

Perteet's efforts will include the following activities:

### **5.1      Stormwater**

The stormwater task consists of the following work elements:

#### **Design Criteria**

The 2024 Stormwater Management Manual for Western Washington (SWMMWW), Chapter 14.28 of the Everett Municipal Code (EMC), Chapter 4 of the City of Everett 2025 Design and Construction Standards (DCSS), will be used as the stormwater regulatory manuals for this Project. The 2012 LID Manual may also be used as guidance. Prior to beginning the construction design phase of the Project stormwater design, the stormwater design criteria matrix prepared during the TS&L phase will be updated to reflect the most recent standards and specifications. Landscape restoration will follow WSDOT Roadside Restoration Policy manual recommendations and EMC. The design criteria matrix will be provided to the AGENCY for review and concurrence prior to beginning design work.

#### **Deliverables:**

- Revised Stormwater Design Criteria Matrix (PDF), submitted to CONSULTANT for review and submittal to AGENCY

#### **Change in Land Use Area Map**

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

#### **Deliverables:**

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

#### **Stormwater Water Quality Treatment Calculations**

- Perteet will prepare draft calculations for water quality treatment facilities. Budget will be for the design of two (2) to three (3) water quality facilities. This information will be used during the 60% design phase.

- Once the Agency has reviewed the Draft Drainage Report with Draft water quality treatment calculations, the water quality treatment calculations will be updated as necessary for inclusion in the Final Drainage Report.

**Deliverables:**

- Draft water quality treatment calculations (to be included in the Drainage Report).
- Final water quality treatment calculations (to be included in the Drainage Report).

**Pipe Conveyance Calculations**

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

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

**Assumptions:**

- No new outfalls will be needed. The new conveyance system will tie into existing storm drain systems that already lead to existing outfalls. It is further assumed that these existing outfall systems have the capacity to accommodate Project flows.

**Deliverables:**

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

**Drainage Report**

Perteet will assemble a draft drainage report (60% design phase) and final drainage report (90% design phase). The drainage report will include a written assessment and summary of the surface water design features on the Project, summary of tables, 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 (electronic PDF copy)
- Final Drainage Report at 90% PS&E phase (electronic PDF copy)

**Coordination with Everett Projects**

Perteet will coordinate with the AGENCY on its outfall and water quality improvement projects in the Project vicinity. Perteet understands the downstream system at the base of the proposed bridge will be upsized due to a capacity deficiency documented in the AGENCY's stormwater comprehensive plan. In addition, the AGENCY plans to install a regional water quality facility in the vicinity of the reconstructed outfall. This work will include electronic and telephone

communications with AGENCY staff and review of design documents provided by the AGENCY. A conveyance analysis will be required to connect to the AGENCY's proposed water quality and outfall upgrades.

### **Permitting Support**

Perteet will prepare stormwater figures and tables to support SEPA, NEPA, EIS, and Biological Assessment permitting efforts. These will be modified from those prepared for the drainage report and tailored to the needs of each permit.

## **5.2 Civil Engineering Plans Specs and Estimate**

Construction plans, specifications, and an opinion of cost will be prepared based on the recommendations identified in the existing TS&L and the stormwater design documentation. The general limits of improvement will be along Everett Avenue, between the intersection of Harrison Street and to the intersection of Railway Avenue.

In addition, improvements will include a mini-roundabout at intersection of Everett Avenue and Railway Avenue. Improvements will also be made to Railway Avenue in the vicinity of the intersection to accommodate truck turning and non-motorized improvements.

The design will include a cul-de-sac on Railway Avenue, east of the railroad tracks to accommodate the closure of grade crossing.

### **Work Elements:**

Right-of-way Plans (two (2) sheets, 1" = 50' scale): Existing right-of-way and property lines will be prepared by the survey subconsultant. Perteet will prepare the right-of-way plan based on the existing right-of-way and proposed right-of-way needs. Parcel details and legal description will be prepared by the survey subconsultant.

Construction Plans: A total of up to thirty eight (38) plan sheets are assumed to be necessary for the final design construction plans. Specific final design construction plans are anticipated to consist of the following sheets:

- Typical Roadway Sections (two (2) sheets, not to scale)
- Site Preparation and Erosion Control Plan and Details (six (6) sheets, 1" = 20' scale)
- Paving Plan and Profiles (thirteen (13) sheets, 1" = 20' scale)
- These plans will demonstrate the Project footprint and will include horizontal and vertical alignment information, paving limits, and limits of cut/fill required. Three (3) sheets to document details for curb ramps, and other miscellaneous details are included.
- Drainage Plan and Details (ten (10) sheets, 1" = 20' scale)
- These plans will demonstrate the Project footprint, drainage conveyance and water quality facilities. Three (3) sheets to document details for drainage facilities, and other miscellaneous details are included.
- Utility Plans (four (4) sheets, 1" = 20' scale) No new utilities are anticipated. Plans will include relocation and adjustment of the existing utilities within the right-of-way.
- Wall Plan and Profile (three (3) sheets, not to scale)

- Wall alignment and profiles will be provided for the structural engineer to detail.
- Channelization and Signing Plan and Details (five (5) sheets, 1" = 20' scale)
- These plans will include sign tables documenting sign type, size and location. One (1) sheet to document details for channelization and signing is included.

#### Specifications

Perteet will prepare Contract Provisions ("Specifications") for the Project. These will include Special Provisions for the items of work that are not covered by the 2018 WSDOT/APWA Standard Specifications, any City of Everett General Requirements, and bid and contract forms.

#### Opinion of Cost

The opinion of cost will be based on unit prices and incorporate contingencies to account for the level of completeness of plan preparation for each submittal, and to reflect past experience on similar projects within the region.

#### **Task 5.2.1 - 30% Plans and Opinion of Cost**

The 30% plans will consist of Project footprint (plan view) information; drainage profile and detail sheets are excluded from this submittal. The 30% design-level plans will consist of approximately fifteen (15) plan sheets.

#### **Work Elements:**

- Prepare 30% design-level plans.
- Prepare 30% design-level opinion of cost.

#### **Assumptions:**

- The AGENCY will finalize the general geometric layout of the proposed improvements through the review of the 30% submittal. The layout shall not be substantially modified in a later design phase. A substantial change in the layout will constitute a change in scope and will allow Perteet to negotiate additional compensation for the change.
- Proposed improvements will extend beyond the existing right-of-way. Right-of-way plans will be developed after comments are incorporated from the 30% review.

#### **Deliverables:**

- 30% design-level plans (half-size (11"x17")), PDF)
- 30% design-level opinion of cost (PDF)
- Preliminary Right-of-way Plans

#### **Task 5.2.2 - 60% Plans and Opinion of Cost**

The 60% plans will consist of Project plan and profile information that are considered to be constructible as shown, but not all of the information needed for construction, such as curb return elevations and construction notes, will be provided. Some detail sheets and all landscaping and traffic control sheets are excluded from this submittal. The 60% design-level plans will consist of a complete plan set or thirty-eight (38) plan sheets.

**Work Elements:**

- Prepare 60% design-level plans.
- Prepare 60% design-level opinion of cost.

**Assumptions:**

- Specifications will not be provided at the 60% design level.

**Deliverables:**

- 60% design-level plans (half-size (11"x17"), PDF)
- 60% design-level opinion of cost (PDF)
- 90% (for negotiations) Right-of-way Plan (PDF)

**Task 5.2.3 - 90% Plans and Opinion of Cost**

The 90% plans will consist of Project plan and profile information and construction notes, elevation information, and details needed for construction. The 90% design-level plans will consist of approximately thirty-eight (38) plan sheets.

**Deliverables:**

- 90% design-level plans (half-size (11"x17"), PDF)
- 90% design-level opinion of cost (PDF)
- 90% design-level specifications (PDF)
- Final (Signed) Right-of-way Plan (PDF)

**Task 5.2.4 - Final Plans and Opinion of Cost**

The final plans will be bid-ready and include any comments received at the 90% submittal.

**Deliverables:**

- Bid-ready plans (1 signed, full-size (22"x34") hard copy; 1 signed, half-size (11"x17") hard copy; signed, half-size PDF)
- Final opinion of cost (1 hard copy, PDF)
- Bid-ready specifications (1 hard copy, PDF)

## **WORK ELEMENT 6      UTILITY COORDINATION & DESIGN**

This work element is performed by Perteet to provide utility coordination and design for the Project. The utility coordination and design effort will include the following activities:

### **6.1      Utility Contacts and Data Collection**

Perteet will coordinate with the affected utilities in the corridor to identify where conflicts arise between the proposed corridor improvements and existing utilities. This task will include the following services by Perteet:

- Establish contacts for each utility. Maintain and update a utility coordination log (Excel-based spreadsheet).
- Coordinate with franchise utilities to collect record drawings, confirm locations, and verify ownership of the utility facilities.
- Provide the effected utilities plans at the 30%, 60% and 90% submittal and coordinate impacts with each of the utilities.

#### **Assumptions:**

- Franchise utilities will provide a record drawing to Perteet.
- Effort is limited to making initial contact with the utilities and collecting relevant record drawings. Additional coordination efforts will be done in a subsequent phase of work.

#### **Deliverables:**

- Utility Contact and Coordination notes

## **WORK ELEMENT 7 PUBLIC OUTREACH**

AGENCY Project staff will lead the overall community outreach effort for this Project. EnviroIssues shall continue providing support services for community outreach and involvement activities as requested by the AGENCY. These activities will be aligned with the results of the TS&L process.

### **7.1 Project Management and Coordination**

- Prepare monthly progress reports and invoices
- Regular bi-weekly Project consultant team meetings

### **7.2 On-call Outreach Activities**

The activities outlined below may be adapted to be responsive to the needs of the community or changes to the Project. Activities may include a portion, or an alternate version, of the following activities that can be accommodated with the Level of Effort shown in Exhibit E for EnviroIssues:

#### **Public Involvement Plan Development**

Support development of a public involvement plan: This may include conducting demographic and community research, identifying translation/interpretation needs and culturally responsive strategies, and defining roles and responsibilities for outreach activities.

#### **Public Meeting Coordination and Support**

- Prepare for and staff one (1) in-person public meeting, including facilitation and notetaking
- Draft and final meeting plan
- Draft and final materials, which may include:
  - Content and graphics for up to one (1) presentation
  - Content and graphics for one (1) postcard to notify the local community about the public meeting
  - Content and graphics for up to ten (10) display boards
  - Content and graphics for one (1) poster
  - Content and images for one (1) round of social media
  - Key messages and talking points
- Develop draft and final meeting summary

#### **Online Engagement**

- Draft, develop, and summarize one (1) web-based Project survey to gather public input
- Draft and final content for Project website updates to reflect key Project milestones

#### **Communications Tracking**

- Maintain a communications tracker to log engagement activities and stakeholder interactions (Excel spreadsheet)

**Assumptions:**

- Work performed will not exceed Level of Effort shown in Exhibit E – Subconsultant Cost Computation for EnviroIssues.
- If work is requested that exceeds the Level of Effort shown in Exhibit E for EnviroIssues, a supplement to cover Extra Work will be executed.
- AGENCY will be responsible for posting the web-based Project survey and updates to the existing Project website, with content support from EnviroIssues as needed.
- AGENCY will provide venue space and any necessary A/V equipment for the public meeting. EnviroIssues will support planning and facilitation but will not manage venue and event logistics.
- AGENCY will print and distribute materials, including postcards and posters.
- AGENCY will coordinate translation of materials and interpretation services.
- EnviroIssues will use existing Project templates or branding guidelines provided by AGENCY.
- AGENCY will provide timely review and feedback (within five [5] business days) on draft materials to keep the Project on schedule.

**Deliverables:**

To be determined in collaboration with AGENCY and CONSULTANT. Potential deliverables may include:

- Monthly progress reports and invoices
- Draft and final meeting plan
- Draft and final materials, up to five (5)
- One (1) public meeting summary
- Draft and final web-based survey
- Draft and final summary of survey data
- Draft and final website content
- Communications log

## **WORK ELEMENT 8      ARCHITECTURAL AND AESTHETICS DESIGN**

This work element is performed by LMN Architects (LMN) to advance the bridge aesthetics, landscape, and urban design to full design.

The architectural, landscape, and urban design effort will include the following activities:

### **8.1      Project Management and Administration**

- Monthly progress reports, and invoices
- Team management and coordination
- Meetings

### **8.2      30% Design Phase**

- Attend internal and whole design team coordination meetings
- Confirm preferred alignment
- Review TS&L recommendations and approved program criteria
- Site analysis including environmental issues, land use, topography and transportation networks to align with TS&L recommendations
- Create urban design base map from survey, construct digital architectural model of the bridge
- Provide design concepts to address bicycle and pedestrian pathways, landscape park design, and site lighting
- Provide design concepts for guardrail and pedestrian barriers
- Design coordination with structural engineer on bridge design features
- Manage landscape architect design effort on park design
- Environmental or Land-use submittal support, if requested
- Provide review and input on project cost estimate

#### **Deliverables:**

- Provide report with written narratives, and graphics (to include plans, diagrams, and perspective listed above)

#### **Assumptions:**

- Landscape architect will be sub-consultant to LMN for all design phases
- Client interaction: four (4) team meetings, two (2) of which are in person
- Schedule duration, assume 6-month duration for 30% design narrative schematic drawings
- Assume no public outreach in this phase

### **8.3      60% Design Phase**

- Develop and coordinate design concepts approved in 30% phase to address bicycle and pedestrian pathways, landscape park design, and site lighting
- Develop and coordinate design concepts approved in 30% phase to address guardrail and pedestrian barriers

- Design coordination with structural engineer to coordinate integration of bridge design features
- Manage landscape architect design effort on park design including planting and hardscape design
- Support permit requirements
- Support public outreach effort
- Provide review and input on project cost estimate

**Deliverables:**

- Outreach support materials –digital plans, diagrams, and 4 perspective renderings
- 60% PS&E

**Assumptions:**

- Client interaction: four (4) team meetings, two (2) of which are in person
- Schedule duration, assume 6 to 8-month duration for 60% design narrative schematic drawings

**8.4 98% Design Phase**

- Develop and coordinate detailed design documents and specifications for pricing and construction
- Design collaboration with design team to coordinate detailed integration of bridge design features
- Manage landscape architect design effort on park design
- Respond to any permit comments
- Support public outreach effort
- Provide review and input on project cost estimate

**Deliverables:**

- Outreach support materials –digital plans, diagrams, and 4 perspective renderings
- 98% PS&E

**Assumptions:**

- Client interaction: four (4) team meetings, two (2) of which are in person
- Schedule duration, assume 8-month duration for 98% design narrative schematic drawings

**8.5 100% Final Documents**

- Respond to owner comments and finalize detailed design documents and specifications for pricing and construction
- Design collaboration with design team to finalize detailed integration of bridge design features
- Finalize landscape design effort on park design
- Provide review and input on project bids

**Deliverables:**

- 100% PS&E

**Assumptions:**

- Assume nonpublic outreach in this phase
- Client interaction: two (2) team meetings
- Schedule duration, assume 2-month duration for 100% PS&E

**8.6 Public Outreach Support**

- Support public outreach meetings with graphic diagrams, models, and /or illustrations
- Assume one meeting in 60% and 98% design phases

**8.7 Models, Illustrations, and Mock-up**

- Physical study model with site context (assume not bigger than 30"x30")
- Architectural illustrations for use with public outreach effort (4 views total at 60% Design phase with updates at 98% Design phase)
- Fabrication mock-up of architectural components (2 mock-ups)

**Deliverables:**

- Outreach support materials – digital plans, diagrams, and four (4) perspective renderings
- Support alternatives analysis report with written narratives, and graphics (to include plans, diagrams, and perspective listed above)

**Assumptions:**

- Client interaction: six (6) team meetings, two (2) of which are in person
- Ten (10) team meetings
- Schedule duration, assume one (1)-year duration for TS&L study and final report

## **WORK ELEMENT 9 - TRAFFIC CONTROL**

This work element is performed by Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide design of detour and traffic control plans for the Contractor’s use in constructing the proposed bridge and roadway improvements for the approved TS&L roadway concept. The following services will be provided:

### **9.1 Administration**

- Monthly progress reports and invoicing (up to twenty-four (24) progress reports and invoices)
- Internal management and coordination activities
- Attend up to twelve (12) virtual meetings for coordination of traffic control and detour routes
- Attend up to two (2) public meetings in Everett

### **9.2 Traffic Analysis**

- Update the traffic analysis for the detour route with new traffic counts now that the I-5 HOV and SR-529 ramps are operational
- Operations during construction
- Analysis of potential impact with reroute and mitigation identifying planning level options to discourage EPIC traffic from using E. Grand Avenue. Limited to the prior analyzed intersections along Everett Avenue and Grand Avenue.

### **9.3 Traffic Control and Detour Route Plans**

Kimley-Horn will prepare a site-specific Traffic Control Plan (TCP) as identified in the 11<sup>th</sup> Edition (December 2023) of the Manual on Uniform Traffic Control Devices (MUTCD) for all proposed work in the right-of-way (ROW). This TCP will identify a plan that details closing travel lanes to complete work within the proposed work area for the site access driveway along Everett Avenue. This task assumes one submittal to AGENCY for review and addressing one set of reasonable comments and resubmitting to the AGENCY. If it is determined that additional designs or submittals will be required, this will be considered an additional service and will be completed under a separate task.

#### **Assumptions:**

- Kimley-Horn will complete an updated traffic analysis showing the impacts of the traffic on local operations using standard synchro analysis of key intersection delay.
- Collect supplemental PM peak traffic data (three locations) to identify what existing volume and type/mode of traffic has occurred with I-5 HOV project.
- Attend up to a total of four (4) Everett in-person meeting(s) to discuss travel routes/detour option impacts.
- Attend up to six (6) internal Project meetings for diversion impacts
- Attend up to two (2) team meetings to discuss what type and duration of closures and needed for which phase of the bridge reconstruction.
- Attend up to two (2) neighborhood meetings to present and discuss closure plans.

- The exact limits of the traffic control will be determined jointly between the AGENCY and the Consultant and are dependent on full closure or partial closure. The plans will conform as identified in the 11<sup>th</sup> Edition (December 2023) of the Manual on Uniform Traffic Control Devices (MUTCD). All submittals will be sent to the CONSULTANT for review prior to the CONSULTANT's submittal to the AGENCY.

**Deliverables:**

- Updated Traffic analysis for selected alternative:
  - Impacts on Everett Avenue/Grand Avenue area with the new mitigation to reduce use of E. Grand Avenue for ingress/egress to EPIC site connection for trucks.
    - Mitigation to address impacts and/or diversion of trips on detour route
- Traffic Control Plan

## **WORK ELEMENT 10 ILLUMINATION & PERMANENT SIGNAGE**

This work element is performed by CONSULTANT, to provide illumination, ped signal and permanent signage design services.

Based on the AGENCY's selected Alternative, CONSULTANT will provide design services associated with illumination, and permanent signing design. The illumination and signage design is intended for the Bridge and its immediate approaches.

CONSULTANT team will prepare 30%, 60%, 90%, 100% and bid ready plans, specifications, and engineering cost estimates.

This work element includes the following tasks:

### **10.1 Illumination**

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

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

### **10.2 Permanent Bridge Signage**

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

#### **Assumptions:**

#### **Deliverables:**

- Illumination PS&E at 60%, 90%, & 100% design levels.
- Pedestrian Signal PS&E at 60%, 90%, & 100% design levels.
- Permanent Signing PS&E at 60%, 90%, & 100% design levels.

## **WORK ELEMENT 11      STRUCTURAL DESIGN**

This work element is performed by CONSULTANT to provide structural design services. In this phase the approved TS&L phase bridge structure will be advanced to full design level and preparation of Plans, Specifications and Estimate (PS&E) for construction purposes.

All structural design shall be per current WSDOT, AASHTO LRFD standards and City of Everett standards. WSDOT design standards shall control over AASHTO.

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

**11.1    30% P&E** - This task encompasses all the activities associated with the preparation of the 30% Plans and Engineer's opinion of construction cost Estimate (P&E) documents. Constructability Review and QA/QC activities are an inherent part of this task.

**Deliverables:**

- PDF 11"x17" (half size) copy of Plans.
- PDF copy of the quantity Estimates and opinion of cost Estimate.

**11.2    60% PS&E** - This work element item encompasses all the activities associated with the preparation of the 60% Plans and engineer's opinion of construction cost Estimate (P&E) documents. All Agency comments from the 30% design will be responded to and incorporated. Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

- PDF 11"x17" (half size) copy of Plans.
- PDF copy of the quantity Estimates and opinion of construction cost.
- PDF copy of the preliminary Specifications.

**11.3    90% PS&E** - This task encompasses all the activities associated with the preparation of the 90% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). All Agency comments from the 60% design will be responded to and incorporated. Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

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

**11.4    100% Plans, Specifications & Estimate (PS&E)** - This task encompasses all the activities associated with the preparation of the 100% Plans, Special Provisions and engineer's opinion of construction cost Estimate (PS&E). All Agency comments from

the 90% design will be responded to and incorporated. Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

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

**11.5 100% PS&E – Bid-ready**

This work element item encompasses all the activities associated with the preparation of the 100% Bid-ready Plans, Special Provisions and engineer’s opinion of construction cost Estimate (PS&E). All Agency comments from the draft 100% design will be responded to and incorporated. Constructability Review and QA/QC activities are an inherent part of this element.

**Deliverables:**

- PDF half size copy of the Bid-ready set of Plans.
- PDF copy of full size electronically signed copy of the Bid-ready set of Plans.
- PDF copy of finalized Specification Manual prepared per WSDOT LAG, and Agency templates, in MS Word format.
- PDF copy of the quantities Estimate and opinion of construction cost.
- AutoCAD and/ or Civil 3D complete electronic drawing files.

**Assumptions:**

AGENCY to provide:

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

The following table presents the anticipated Plan sheets for the Edgewater Creek Bridge Replacement Project:

Sheet Name	PS&E Assumed Number of Sheets	PS&E Submittal Phase		
		30%	60%	90%, Draft 100% & 100%
Cover Sheet	1	X	X	X
Index Legend and Abbreviations	1		X	X
Survey Control	2		X	X
Site Prep and TESC	5		X	X
Roadway Plan & Profile	6	X	X	X
Striping & Paving	6		X	X
Roadway Typical Sections and Details	3	X	X	X
Drainage	8		X	X
Channelization & Signing	5	X	X	X
Utilities	2		X	X

City of Everett Point Industrial Center (EPIC) Bridge Project – Phase 2 Full Design

Illumination	6		X	X
Construction Detour Plan	2		X	X
Traffic Control	6		X	X
Aesthetics and Landscaping	8		X	X
Bridge Plan & Elevation	2	X	X	X
Bridge Demo	4		X	X
General Notes	1		X	X
Bridge Construction Sequencing	5	X	X	X
Temporary Shoring	2	X	X	X
Bridge Foundation Layout	2	X	X	X
Shaft Details – Pier 1 and 4	2		X	X
Shaft Details – Piers 2 and 3	2		X	X
Pier 1 Layout (Plan & Elevation)	1	X	X	X
Pier 1 Details	2		X	X
Pier 2 Layout (Plan & Elevation)	1	X	X	X
Pier 2 Details	2		X	X
Pier 3 Layout (Plan & Elevation)	1	X	X	X
Pier 3 Details	2		X	X
Pier 4 Layout (Plan & Elevation)	1	X	X	X
Pier 4 Details	2		X	X
Pier 5 Layout (Plan & Elevation)	1	X	X	X
Pier 4 Details	2		X	X
Framing Plan	2		X	X
Bridge Typical Sections	1	X	X	X
Girder Details	8		X	X
Diaphragms Details	4		X	X
Deck Reinforcing	6		X	X
Bearing Details	3		X	X
Expansion Joint Details	3		X	X
Bridge Drainage Details	3		X	X
Utility Support Details	2		X	X
Bridge Barrier Details	3		X	X
Bridge Railing Details	2		X	X
Throw Fence Details	3	X	X	X
Bridge Approach Slabs	2		X	X
Retaining Wall Layouts	4	X	X	X
Retaining Wall Details	2		X	X
Bar Bending Sheets	4			X
Guardrail	3		X	X
Perm. Signage and Attachments	2		X	X

## **WORK ELEMENT 12      CONSTRUCTABILITY, SCHEDULE AND COST ESTIMATE**

This work element is performed by Ott-Sakai & Associates (Ott-Sakai) to provide constructability review and construction estimation services. This work element includes the following tasks:

### **12.1    Project Management**

1. Invoicing
2. Team Management and Coordination
3. Meetings

### **12.2    Construction and Cost Estimate**

Providing constructability review, cost estimation, and a construction schedule on the 30%, 60%, 90% and Draft 100% PS&E level.

- Constructability review
- Cost Estimate
- Construction Schedule

### **Deliverables:**

- Constructability review report, cost estimate, and construction schedule

## **WORK ELEMENT 13      BNSF COORDINATION**

This work element is performed by the CONSULTANT to provide BNSF Coordination. This work element includes:

### **13.1 BNSF Coordination**

- Providing any desired assistance to the AGENCY for coordination with BNSF, including but not limited to, right of entry permitting and coordination of flagging services.
- Preparation of Plans and Specs packages at 60% and 90% design prepared per BNSF manual for their review.
- Assistance to the AGENCY in preparation of the Construction & Maintenance (C&M) agreement with BNSF.

#### **Deliverables:**

- Preparation of design packages at 60% and 90% design for BNSF review. The 90% package is used for the C&M agreement.
- Right of Entry Permit within five days of receipt.

## **WORK ELEMENT 14      RIGHT-OF-WAY**

This work element is performed by Commonstreet to provide right-of-way (ROW) services. This work will include early design/pre-acquisition support services, title review, valuations of partial and full acquisitions, property owner negotiations, acquisition documentation, and Washington State Department of Transportation (WSDOT) certification support.

The scope provided herein is in response to a request for a scope and fee for this project with Federal Highway Administration (FHWA) funding.

All ROW activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the AGENCY's WSDOT-approved ROW Procedures.

### **14.1 Project Management and Administration**

- Prepare for and attend early design development meetings as requested by the AGENCY or the project team.
- Provide pre-acquisition services as requested by the AGENCY or project team to support early design development.
- Respond to inquiries and needs identified by your team, the AGENCY, and/or project stakeholders.
- Oversight of preliminary ROW activities to comply with WSDOT requirements.
- Provide written and oral status updates on right of way activities.
- Review AGENCY's WSDOT-approved Right of Way Procedures.
- Develop and execute the Right of Way program in compliance with state law, Uniform Act, and WSDOT requirements.
- Maintain quality control/quality assurance protocols in the execution of the ROW tasks.
- Coordinate valuation task and any subconsultants.
- Commonstreet will manage ROW Team sub-consultants to prepare the appraisals and review appraisals.
- Coordinate title reviews.
- Provide oversight of ROW activities to comply with WSDOT certification requirements.
- Provide oversight to all aspects of the ROW program.

### **14.2 Acquisition Services**

- Create state or federal-compliant project files for each parcel.
- Request the AGENCY order new and/or updates to existing title commitments.
- Review title reports for each parcel and identify every exception.
- Once a parcel's title interest has been reviewed, identify methods of clearance per AGENCY direction.
- Project file set-up.
- Review of all valuation and compensation data.
- Produce templates approved by AGENCY to draft WSDOT-compliant offer packages.
- QA/QC all documents, tasks, and processes before, during, and after acquisition process.

- Prepare, deliver, and present offer packages.
- Negotiate settlements and draft justification memos when necessary.
- Clear encroachments to comply with federal and state requirements.
- If amicable settlements are not approved by the AGENCY, prepare and submit a condemnation package. Includes support preparing condemnation ordinance(s) when required.

### **14.3 Project File Close-Out**

- Collaborate with AGENCY during closing, payment, and recording processes.
- Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment, and closing data along with recorded conveyance documents and closing of files.
- Compile completed/closed files to provide to WSDOT LAC.
- Provide all documentation required to complete Waiver Valuations supporting AGENCY's Determinations of Value and integrate findings into offer packages.
- Address any items brought forth by Local Programs.
- Prepare parcel files (electronic and/or hard copy) in a format requested by the AGENCY and provide to AGENCY for retention.

#### **Assumptions:**

- The Preliminary Engineering and/or ROW and/or Construction phases of the Project have federal funding and WSDOT ROW Certification will be required.
- This scope and fee is based upon an overview map and information provided by the CONSULTANT.
- The AGENCY requires no more than one (1) full parcel acquisition.
- The AGENCY requires no more than five (5) partial acquisitions from five (5) parcels consisting of permanent and/or temporary easements.
- The AGENCY requires no more than one (1) Construction & Maintenance Agreement with Burlington Northern Railroad.
- If a Construction & Maintenance Agreements with Burlington Northern Railroad for the railroad mainline crossing does not provide adequate rights for this project, work to acquire additional rights will require additional scope and fee.
- No design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.
- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required.
- The AGENCY will provide ROW document templates or Commonstreet will utilize WSDOT templates and provide to the AGENCY for review and approval. Revisions will be limited to no more than two rounds of review prior to AGENCY approval.
- Once offer package templates are approved by the AGENCY, no changes will be made.
- Commonstreet or its subconsultant appraisers will provide no more than six (6) appraisals and six (6) review appraisals for the Determination of Value/Just Compensation by the AGENCY's Program Administrator.

City of Everett Point Industrial Center (EPIC) Bridge Project – Phase 2 Full Design

- Property owners with improvements in the existing ROW will be notified by Commonstreet and all encroachments will be removed, cured, or abandoned during the acquisition process.
- Title reports will be provided by the AGENCY and/or ordered by Commonstreet.
- The AGENCY will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.

## **WORK ELEMENT 15      CONSTRUCTION PHASE SUPPORT**

At the discretion of the AGENCY, construction phase services may be added to this contract. The following presents the envisioned tasks associated with this work element.

### **15.1 Engineering Support During Construction**

In this work element the design team will provide bid support services that encompass activities like addressing a reasonable number of bidder's inquiries. For the purposes of this scope of work, "reasonable" is defined as twenty (20) Requests for Information and Clarifications for bidding purposes and will assist the AGENCY on up to two (2) required bid Addendum packages.

### **15.2 Engineering Support During Construction**

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

#### **Deliverables:**

- As-built drawings
- Load Rating Analysis and Summary

### **15.3 Optional Construction Management Services**

CONSULTANT's team possesses a highly experienced and qualified CM team. If AGENCY desires, CONSULTANT staff can augment the AGENCY's team to provide CM services for this Project. The following are the categorized activities associated with this Task:

Pre-con Meeting; Providing Full-time Construction Project Manager for all aspects of construction activity including oversight of contractors and subcontractors, quality control, safety compliance, managing Project changes, budget, and schedule. Provide continuous project management throughout the construction duration. This includes managing of staff, subconsultants, and preparation for monthly invoices and progress reports; providing full-time senior inspectors (except when City Inspector is on team) to track quantities, daily inspection reports, etc.; providing a full-time/part-time assistant inspector, as workload requires; reviewing and responding to unanticipated conditions that occur during construction; and reviewing requests to change or modify the work shown in the plans and specifications. The CONSULTANT will also provide recommendations to resolve issues; prepare as-built drawings; and perform material testing.

#### **Deliverables:**

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

**Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Per agreed upon standards.

B. Roadway Design Files

Per agreed upon standards.

C. Computer Aided Drafting Files

Per agreed upon standards.

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

N/A

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

Please see "Exhibit A"

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

Please see "Exhibit A"

## II. Any Other Electronic Files to Be Provided

Please see "Exhibit A"

## III. Methods to Electronically Exchange Data

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

A. Agency Software Suite

N/A

B. Electronic Messaging System

Outlook and Auto Desk

C. File Transfers Format

Various; please see "Exhibit A"

**Exhibit D**  
**Prime Consultant Cost Computations**

---

Please see "Exhibit D" attachment.

Agreement Number: PW 3821-001

**Exhibit D - Prime Consultant Cost Computations Summary**

City of Everett  
Everett Point Industrial Center (EPIC) Bridge Project  
Full Design Phase



**TRANTECH TEAM BUDGET BREAKDOWN**

David Evans & Associates, Inc	\$	1,879,008
Perteet, Inc	\$	773,558
HWA Geosciences, Inc	\$	161,344
Kimley-Horn and Associates, Inc	\$	66,965
LMN Architects	\$	331,456
Ott-Sakai and Associates, LLC	\$	98,240
Envirolssues	\$	57,728
Commonstreet Consulting	\$	134,234
Management Reserve	\$	100,000
<b>TOTAL PROJECT BUDGET</b>	<b>\$</b>	<b>3,602,534</b>



## ***Exhibit E***

# ***Sub-consultant Cost Computations***

---

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Please see "Exhibit E" attachment.

Agreement Number: PW 3821-001

**Exhibit E - Subconsultant Cost Computation**  
 City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

Perfekt  
 Project multiplier: 3.1552

Work Element	Principal	Director	Senior Associate	Sr Engineer	Lead Engineer	Civil Designer II	Lead Technical / Designer	Planner III	Sr Environmental Scientist	Lead Environmental Scientist	Environ. Scientist III	Accountant	Critical	Cultural Resources Manager	Technician I	Cultural Resource Specialist III	Cultural Resource Specialist II	Total Hours	Direct Labor Cost	Total Cost Per Work Element
Work Element 4 - Environmental Review	\$140.00	\$110.72	\$94.15	\$67.77	\$65.10	\$64.41	\$53.00	\$53.96	\$68.00	\$67.36	\$47.73	\$50.88	\$53.55	\$52.16	\$4.00	\$43.00		80	\$ 50,534.65	\$ 198,132.03
4.1 Environmental Evaluation, Field Work, and Summary Data Gathering	2	24						10	30	10	16	4	4	6	16	48	12	237	\$ 14,798.29	
4.2 NEPA/SEPA Documentation	4							8	84	10	16	4	4	6	16	48	12	126	\$ 8,106.05	
4.3 Biological Assessment	1							14				2	2					17	\$ 1,021.27	
4.4 INDJES Construction Stormwater General Permit (CSGP)	60							24	72	32	140		8					336	\$ 2,1458.38	
4.5 Environmental Site Assessments																				
Work Element 5 - Civil Engineering																		288	\$ 160,033.27	\$ 504,938.97
5.0 Project Management	36	18		126	18	36	36					18	8					242	\$ 23,056.38	
5.1 Stormwater Analysis	2		8			146	40						8					242	\$ 13,205.28	
5.2 Roadway Design	10		168	140	40	247	144						8					436	\$ 20,847.46	
5.3 80% Roadway Design	10		144	40	40	236	128						8					436	\$ 20,847.46	
5.4 90% Roadway Design	10		144	40	40	236	128						8					436	\$ 20,847.46	
5.5 Final Roadway Design	8			80	30	120	40						8					286	\$ 17,948.22	
Work Element 6 - Utility Coordination																		136	\$ 9,253.84	\$ 29,197.08
6.1 Utility Contact and Data Collection	2			40	70	24												136	\$ 9,253.84	\$ 29,197.08
<b>Total Staff Hours</b>	<b>80</b>	<b>113</b>	<b>8</b>	<b>626</b>	<b>282</b>	<b>1177</b>	<b>512</b>	<b>96</b>	<b>226</b>	<b>82</b>	<b>172</b>	<b>18</b>	<b>62</b>	<b>6</b>	<b>16</b>	<b>48</b>	<b>12</b>	<b>3523</b>		
<b>Total Direct Labor Cost</b>	<b>\$11,200.00</b>	<b>\$12,511.36</b>	<b>\$753.20</b>	<b>\$50,662.02</b>	<b>\$16,405.20</b>	<b>\$68,165.57</b>	<b>\$28,160.00</b>	<b>\$1,165.84</b>	<b>\$5,766.16</b>	<b>\$5,031.82</b>	<b>\$7,693.56</b>	<b>\$915.84</b>	<b>\$2,204.29</b>	<b>\$372.96</b>	<b>\$544.00</b>	<b>\$2,882.24</b>	<b>\$540.00</b>		<b>\$ 219,721.76</b>	<b>\$ 683,266.08</b>

Reimbursable Expenses

Item	Units	Cost Per Unit	Total Cost
Travel expenses (misc)	200	\$0.725	\$145.00
Professional services-Build Environment Documentation	1	\$6,145.00	\$6,145.00
Phase I EDR	1	\$400.00	\$400.00
Laboratory Analysis	1	\$20,000.00	\$20,000.00
Phase II EDR	1	\$1,500.00	\$1,500.00
Utility Storm Contractor	1	\$1,500.00	\$1,500.00
Applied Professional Services - design	1	\$40,102.00	\$40,102.00
<b>Total Reimbursable Expenses</b>			<b>\$ 80,239.00</b>

Subtotal (Labor) \$ 219,721.76  
 Overhead @ 18.52% \$ 407,627.80  
 Fee @ 30.07% \$ 65,916.50  
 Reimbursable Expenses \$ 80,239.00  
**Grand Total: \$773,568**



**Exhibit E - Subconsultant Cost Computation**

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

Kimley-Horn and Associates, Inc  
 Project multiplier: 3.2739

Work Element	Analyst (P1) \$45.39	Analyst (P2) \$47.54	Professional (P3) \$55.60	Senior Professional (P6) \$92.32	Senior Professional (P7) \$108.14	Admin (N6) \$38.11	Accounting (B4) \$48.56	Total Hours	Direct Labor Cost	Total Cost Per Work Element
9.1.1 Monthly Progress Reports and Invoicing			12	24	12	12		60	\$ 8,681.34	\$ 28,421.84
9.2.2 Team Management and Coordination			3	3				6	\$ 4,302.60	
9.1.2 Meetings (90 minutes each)			16	16				32	\$ 491.22	
9.2.3 Public Hearings (3 hours each)		6	6	6				18	\$ 2,619.84	
9.2.1 Update TIA		10	15					40	\$ 1,267.68	
9.2.2 Operations During Construction		10	10					22	\$ 6,278.18	\$ 20,554.13
9.2.3 Potential Impact w/ Reroute & Mit			10	5	10			25	\$ 2,931.50	
9.3.1 Traffic Control Plan	5	20	60	5				90	\$ 1,247.68	
<b>Total Staff Hours</b>	<b>5</b>	<b>46</b>	<b>132</b>	<b>10</b>	<b>76</b>	<b>12</b>	<b>12</b>	<b>293</b>	<b>\$ 4,975.35</b>	<b>\$ 16,288.80</b>
<b>Total Direct Labor Cost</b>	<b>\$226.95</b>	<b>\$2,186.84</b>	<b>\$7,339.20</b>	<b>\$923.20</b>	<b>\$8,218.64</b>	<b>\$457.32</b>	<b>\$582.72</b>		<b>\$ 19,934.87</b>	<b>\$ 65,264.77</b>

<b>Total Staff Hours</b>	<b>293</b>
<b>Total Direct Labor Cost</b>	<b>\$ 19,934.87</b>
	<b>\$19,934.87</b>

<b>Reimbursable Expenses</b>										
Travel expenses (mileage)	138	\$0.725	\$100.05							\$ 19,934.87
Counts - turning movement and daily/speed	8	\$200.00	\$1,600.00							\$ 39,349.44
			\$0.00							\$ 5,980.46
			\$0.00							\$ 1,700.05
<b>Total Reimbursable Expenses</b>			<b>\$ 1,700.05</b>							<b>\$ 66,965</b>

Subtotal (Labor) Overhead @ 197.39% Fee @ 30.00% Reimbursable Expenses \$ 1,700.05

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

direct task	Partner in Charge	Project Manager	Urban Designer	Architect	Visualization Specialist	Total Hours	Direct Labor Cost	Total Cost Per Work Element
<b>Work Element 1 - Project Management and Administration</b>	\$138.49	\$92.00	\$55.25	\$55.72	\$76.68			
8.1.1 Monthly Reports and Invoicing	20	20	20	20	20	20	\$ 1,940.00	\$ 34,678.08
8.1.2 Team Management and Coordination	16	12	12	12	12	40	\$ 2,895.00	
8.1.3 Meetings	4	2	2	2	2	60	\$ 5,113.48	
8.1.4 Railroad Ave Street End	4	2	2	2	2	8	\$ 991.94	
<b>Work Element 2 - 30% Design Phase</b>							\$ 20,900.50	\$ 66,979.47
8.2.1 Review existing information	16	16	16	16	16	32	\$ 1,793.64	
8.2.2 Site analysis	16	16	16	16	16	32	\$ 1,791.52	
8.2.3 Design team coordination	4	4	4	4	4	16	\$ 1,015.14	
8.2.4 Schematic design narrative and design report	12	12	12	12	12	40	\$ 2,984.52	
8.2.6 Railroad Ave Street End	4	4	4	4	4	48	\$ 3,118.40	
<b>Work Element 3 - 60% Design Phase</b>							\$ 32,627.46	\$ 76,280.24
8.3.1 Develop design concepts	12	100	100	100	100	212	\$ 12,859.88	
8.3.2 Design team coordination	16	40	40	40	40	96	\$ 5,950.80	
8.3.3 Public outreach support	10	20	20	20	20	50	\$ 3,165.11	
8.3.4 90% PS&E production	4	10	10	10	10	18	\$ 1,853.38	
8.3.6 Railroad Ave Street End	4	4	4	4	4	10	\$ 703.38	
<b>Work Element 4 - 95% Design Phase</b>							\$ 26,724.92	\$ 89,175.20
8.4.1 Develop design details, documents and specifications	10	12	140	160	160	310	\$ 19,175.10	
8.4.2 Design team coordination	12	32	32	32	32	100	\$ 4,991.04	
8.4.3 Public outreach support	4	4	4	4	4	10	\$ 703.38	
8.4.4 98% PS&E production	10	20	20	20	20	50	\$ 3,159.40	
8.4.5 Railroad Ave Street End	4	2	2	2	2	10	\$ 703.38	
<b>Work Element 5 - 100% Design Phase</b>							\$ 7,653.02	\$ 24,928.43
8.5.1 Respond to owner comments	12	12	12	12	12	24	\$ 1,343.64	
8.5.2 Finalize design details, documents and specifications	16	16	16	16	16	48	\$ 2,893.04	
8.5.3 Finalize design team coordination	8	8	8	8	8	28	\$ 1,854.64	
8.5.4 100% PS&E production	4	4	4	4	4	10	\$ 703.38	
8.5.5 Railroad Ave Street End	2	2	2	2	2	6	\$ 407.34	
<b>Work Element 6 - Public Outreach Support</b>							\$ 9,895.02	\$ 32,650.93
8.6.1 Support materials	8	2	12	8	80	108	\$ 7,405.32	
8.6.2 Public participation - 2 meetings	12	2	2	2	2	4	\$ 223.94	
8.6.3 Railroad Ave Street End	2	2	2	2	2	4	\$ 223.94	
<b>Work Element 7 - Models, Illustrations, and Mock Ups</b>							\$ -	\$ -
8.7.1 Architectural illustrations	Included with reimbursable expenses					0	\$ -	\$ -
8.7.2 Mock-up fabrication	Included with reimbursable expenses					0	\$ -	\$ -
8.7.3 Mock-up fabrication	Included with reimbursable expenses					0	\$ -	\$ -
<b>Total Staff Hours</b>	62	148	648	598	80	1536		
<b>Total Direct Labor Cost</b>	\$8,586.38	\$13,616.00	\$36,450.00	\$33,320.56	\$6,134.40		\$89,107.34	\$323,695.36
<b>Reimbursable Expenses</b>								
Travel expenses (message returned trips)	300						\$ 7,750.00	\$ 96,107.34
Printing	1						\$ 2,000.00	\$ 196,155.82
Mock-up supplies and fabrication	1						\$ 5,000.00	\$ 204,522.20
<b>Total Reimbursable Expenses</b>							\$ 7,750.00	\$ 331,456.00
<b>Additional Design Commitments Not Included in LWN Fee</b>								
Site Lighting Design allowance							\$ 8,000.00	\$ 8,000.00
Landscape Architect allowance							\$ 30,000.00	\$ 30,000.00

Note: Staff billing rates to be adjusted on an annual basis per WSDOT audit.

**Exhibit E - Subconsultant Cost Computation**

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

Ott-Sakai and Associates, LLC  
 Project multiplier: 2.2365

Work Element	Principal \$126.00	Senior Construction Specialist \$126.00	Contract Administrator \$90.50	Total Hours	Direct Labor Cost	Total Cost Per Work Element
<b>Work Element 12.1 - Project Management</b>					<b>\$ 2,346.00</b>	<b>\$ 5,246.83</b>
12.1.1 Monthly Progress Reports and Invoicing			12	12	\$ 1,086.00	
12.1.2 Team Management and Coordination				0	-	
12.1.3 Meetings		10		10	1,260.00	
<b>Work Element 12.2 - Constructability and Cost Estimate</b>					<b>\$ 41,580.00</b>	<b>\$ 92,993.67</b>
12.2.1 Constructability Review		40		40	5,040.00	
12.2.2 Cost Estimate		250		250	31,500.00	
12.2.3 Construction Schedule		40		40	5,040.00	
<b>Total Staff Hours</b>	<b>0</b>	<b>340</b>	<b>12</b>	<b>352</b>		
<b>Total Direct Labor Cost</b>	<b>\$0.00</b>	<b>\$42,840.00</b>	<b>\$1,086.00</b>		<b>\$ 43,926.00</b>	<b>\$ 98,240.50</b>

~~\$43,926.00~~

**Reimbursable Expenses**

Item	Units	Cost per Unit	Total Cost
Travel expenses (mileage)		\$0.725	\$0.00
			\$0.00
			\$0.00

**Total Reimbursable Expenses \$ -**

Subtotal (Labor)  
 Overhead @ 93.65%  
 Fee @ 30.00%

Reimbursable Expenses \$ -

**Grand Total: \$ 98,240**

**Exhibit E - Subconsultant Cost Computation**

City of Everett  
 Everett Point Industrial Center (EPIC) Bridge Project  
 Full Design Phase

Envirolissues  
 Project multiplier: 3.1651

	Senior Associate /Principal	Associate 3	Associate 2	Associate 1	Graphics	Total Hours	Direct Labor Cost	Total Cost Per Work Element
<b>Work Element 7 - Public Outreach</b>							<b>\$ 17,787.00</b>	<b>\$ 56,297.63</b>
7.1 Project Management Coordination & Meetings	3	110				113	\$ 5,704.00	
7.2 On-Call Outreach Activities	26	84	91	45		246	\$ 12,083.00	
<b>Total Staff Hours</b>	<b>29</b>	<b>0</b>	<b>194</b>	<b>91</b>	<b>45</b>	<b>359</b>		
<b>Total Direct Labor Cost</b>	<b>\$1,972.00</b>	<b>\$0.00</b>	<b>\$9,700.00</b>	<b>\$3,640.00</b>	<b>\$2,475.00</b>		<b>\$ 17,787.00</b>	<b>\$ 56,297.63</b>

*direct rate*

**Reimbursable Expenses**

Item	Units	Cost per Unit	Total Cost
Boards	10	\$90.00	\$900.00
Car rental	1	\$300.00	\$300.00
Meeting refreshments	1	\$100.00	\$100.00
Parking	2	\$20.00	\$40.00
Travel expenses (mileage)	124	\$0.725	\$89.90

**Total Reimbursable Expenses \$ 1,429.90**

Subtotal (Labor) \$ 17,787.00  
 Overhead @ 186.51% \$ 33,174.53  
 Fee @ 30.00% \$ 5,336.10

Reimbursable Expenses \$ 1,429.90

**Grand Total: \$ 57,728**

**Exhibit E - Subconsultant Cost Computation**

City of Everett
Everett Point Industrial Center (EPIC) Bridge Project
Full Design Phase

<b>Commonstreet Consulting</b>	
Project multiplier:	2.5185

direct rate	Principal \$125.00	Project Manager \$87.00	Sr. Project Control Specialist \$68.00	Sr. Right of Way Agent \$81.00	Right of Way Agent \$50.00	Sr. ROW Technician \$68.00	Program Manager \$125.00		Total Hours	Direct Labor Cost	Total Cost Per Work Element
<b>Work Element 14 - Right-of-Way</b>											
14.1 Project Management and Administration	8	28	36					72	\$ 5,884.00		
14.2 Acquisition Services		24	36	128	144	18		350	\$ 23,328.00		
14.3 Project Close-Out and Certification			24	12	12		8	56	\$ 4,204.00		
								0	\$ -		
<b>Total Staff Hours</b>	<b>8</b>	<b>52</b>	<b>96</b>	<b>140</b>	<b>156</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>478</b>		
<b>Total Direct Labor Cost</b>	<b>\$1,000.00</b>	<b>\$4,524.00</b>	<b>\$6,528.00</b>	<b>\$11,340.00</b>	<b>\$7,800.00</b>	<b>\$1,224.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>		<b>\$ 33,416.00</b>	<b>\$ 84,158.20</b>

**Reimbursable Expenses**

Item	Units	Cost per Unit	Total Cost
Travel expenses (mileage)	450	\$0.725	\$326.25
Appraisal	6	\$6,000.00	\$36,000.00
Appraisal Review	6	\$2,250.00	\$13,500.00
Reproduction, Postage, and Delivery	1	\$250.00	\$250.00
<b>Total Reimbursable Expenses</b>			<b>\$ 50,076.25</b>

Subtotal (Labor)	\$ 33,416.00
Overhead @ 121.85%	\$ 40,717.40
Fee @ 30.00%	\$ 10,024.80
<b>Reimbursable Expenses</b>	<b>\$ 50,076.25</b>

<b>Grand Total:</b>	<b>\$ 134,234</b>
---------------------	-------------------

# Exhibit F - Title VI Assurances Appendix A & E

## APPENDIX A

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

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

# ***Exhibit F - Title VI Assurances Appendix A & E***

---

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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

**Exhibit G**  
**Certification Documents**

---

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

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
David Evans and Associates, Inc.

whose address is

365 - 188th Ave SE - Suite 100 - Bellevue, WA 98005

and that neither the above firm nor I have:

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

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

David Evans and Associates, Inc.

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Khashayar Nikzad, PE

06/18/2026

---

Date

Agreement Number: PW 3821-001

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

I hereby certify that I am the:

Mayor

Other

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

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

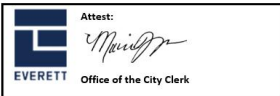
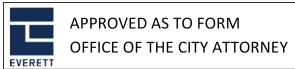
I acknowledge that this certificate is to be furnished to the  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and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



06/18/2026

Signature Cassie Franklin, Mayor

Date



Agreement Number: PW 3821-001

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

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

David Evans and Associates, Inc.

---

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Khashayar Nikzad, PE

06/18/2026

---

Date

Agreement Number: PW 3821-001

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

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

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

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

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

David Evans and Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Khashayar Nikzad, PE

06/18/2026

Date

Agreement Number: PW 3821-001

## Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm: David Evans and Associates, Inc.



Signature

Khashayar Nikzad, PE

Title

Date of Execution\*\*\*:

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

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

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

Agreement Number: PW 3821-001

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

Agreement Number: PW 3821-001

## **Step 5 Forward Documents to Local Programs**

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

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

# **Exhibit J**

## **Consultant Claim Procedures**

---

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: PW 3821-001

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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











# David Evans and Associates, Inc.\_EPIC Bridge\_PSA\_TH\_2026.06.17\_SD

Final Audit Report

2026-06-18


Created:	2026-06-18
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwjddsmB40VbBqJKxZDvCFv4TPpWstIGV

## "David Evans and Associates, Inc.\_EPIC Bridge\_PSA\_TH\_2026.06.17\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2026-06-18 - 4:39:52 PM GMT
-  Document emailed to Tom Hood (thood@everettwa.gov) for approval  
2026-06-18 - 4:42:47 PM GMT
-  Email viewed by Tom Hood (thood@everettwa.gov)  
2026-06-18 - 5:18:59 PM GMT
-  Document approved by Tom Hood (thood@everettwa.gov)  
Approval Date: 2026-06-18 - 5:19:07 PM GMT - Time Source: server
-  Document emailed to kash.nikzad@deainc.com for signature  
2026-06-18 - 5:19:13 PM GMT
-  Email viewed by kash.nikzad@deainc.com  
2026-06-18 - 5:22:24 PM GMT
-  Signer kash.nikzad@deainc.com entered name at signing as Kash Nikzad  
2026-06-18 - 5:23:47 PM GMT
-  Document e-signed by Kash Nikzad (kash.nikzad@deainc.com)  
Signature Date: 2026-06-18 - 5:23:49 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
2026-06-18 - 5:23:55 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)  
2026-06-18 - 5:46:36 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2026-06-18 - 5:46:48 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2026-06-18 - 5:46:53 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)

2026-06-18 - 6:30:42 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2026-06-18 - 6:30:59 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval

2026-06-18 - 6:31:04 PM GMT

 Email viewed by Marista Jorve (mjorve@everettwa.gov)

2026-06-18 - 8:23:27 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2026-06-18 - 8:23:46 PM GMT - Time Source: server

 Agreement completed.

2026-06-18 - 8:23:46 PM GMT