



## **AGENDA**

1. Call to Order
2. Attendance Roll Call
3. General Public Comment
4. Proclamation for Children's Day
5. Proclamation for Asian American, Native Hawaiian, and Pacific Islander Heritage Month
6. Review Perteet Main Street Phase 2 and 3 Agreement Supplement 6
7. Review Fiscal Sustainability Recommendations
8. City Manager's Report
9. Review May 7, 2026 Meeting Agenda
10. Council Comments
11. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click "join." No passcode needed.

To provide public comment or testimony remotely (via Zoom or telephone), please refer to the Public Comment and Public Hearing Testimony Protocol on the city website <https://www.cityofmlt.com/129/Agendas-and-Minutes>.

To submit written public comment or hearing testimony, mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) or email remarks to Jennifer Joki, [jjoki@mltwa.gov](mailto:jjoki@mltwa.gov), no later than 4 p.m. on the public hearing date.

No person shall make personal attacks or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. All hate speech will be construed as threatening remarks.





# CITY OF MOUNTLAKE TERRACE PROCLAMATION

## *Celebration of Children's Day 2026*

**WHEREAS**, we are reminded on this day to nurture, protect, and support all children in our lives, and that young people all around us exemplify compassion, tolerance, and protecting others; and

**WHEREAS**, in 1925, International Children's Day was proclaimed in Geneva during the World Conference on Child Welfare; and

**WHEREAS**, during April, the following places celebrate Children's Day: Japan, Taiwan, Hong Kong, Palestine, Bolivia, Haiti, Columbia, Turkey and Mexico, and others; and

**WHEREAS**, in Taiwan and Hong Kong, Children's Day is celebrated April 4, emphasizing the importance of future generations along with endeavors to promote their general wellbeing. The day features family-friendly functions, fun activities, and sporting events; and

**WHEREAS**, in the Republic of Turkey, Children's Day is celebrated April 23. Traditionally, politicians hand over their seats to children for a day to govern, providing an opportunity for adults to listen to children's ideas; and

**WHEREAS**, in Mexico, The Day of the Children is celebrated April 30, when parents, schools, and businesses focus on making children feel special and loved through games, activities, and gifts; and

**WHEREAS**, in the United States, April 23, is "Take Your Child to Work Day", to empower young people to take bold steps toward their dreams, fostering the confidence and resilience they need to succeed; and

**WHEREAS**, in Mountlake Terrace, the city provides parks, recreation, and open spaces for children to explore, encourages young people to participate in the civic process, and offers volunteer opportunities for youth,

**NOW THEREFORE**, I, Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim April 23 as Children's Day

**PROCLAIMED BY THE CITY COUNCIL ON APRIL 23, 2026.**

MAYOR: \_\_\_\_\_  
Steve Woodard

ATTEST: \_\_\_\_\_  
City Clerk

# CITY OF MOUNTLAKE TERRACE PROCLAMATION

## *Asian American, Native Hawaiian, and Pacific Islander Heritage Month*

**WHEREAS**, in 1977, legislation was introduced to designate 10 days in May as Pacific/Asian American Heritage Week. Today, this month-long celebration includes and highlights Native Hawaiians; and

**WHEREAS**, May was chosen to commemorate two key milestones, the arrival of the nation’s first Japanese immigrants (May 7, 1843) and Chinese workers’ pivotal role in building the transcontinental railroad (completed May 10, 1869); and

**WHEREAS**, in the United States, we have more than 25 million Asian, Native Hawaiian, and Pacific Islander (AANHPI) people, and in both Washington and Mountlake Terrace this group represents 11 percent of our population. This community originated from 42 different nations across Asia, Hawaii, and the Pacific Islands that now call our state home; and

**WHEREAS**, this year’s theme, as designated by the Federal Asian Pacific American Council is “Power in Unity: Strengthening Communities Together,” which highlights the importance of leveraging our collective power, telling our stories, and being bridge builders in our communities; and

**WHEREAS**, some of the many exemplary AANHPI leaders serve the City of Mountlake Terrace including Councilmember Kyoko Matsumoto Wright, Diversity, Equity, and Inclusion Commissioners Scott Matsuda, Kermet Apio, Priya May-Folden, and Kyō Pedersen; Arts Advisory Commissioner Ben Hou, Planning Commissioner Cameron Wu, and many other city volunteers; and

**WHEREAS**, please join the Diversity, Equity and Inclusion Commission and Edmonds School District at *Celebrating Cultures across the Pacific* through music, dance, food and art on May 2 between 11:00 a.m. and 2:00 p.m. at Terrace Park Elementary School; and

**NOW THEREFORE**, I, Steve Woodard, on behalf of the Mountlake Terrace City Council, do hereby proclaim May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month.

**PROCLAIMED BY THE CITY COUNCIL ON APRIL 23, 2026.**

MAYOR: \_\_\_\_\_  
Steve Woodard

ATTEST: \_\_\_\_\_  
City Clerk



**STAFF REPORT**

**To:** Mountlake Terrace City Council  
**From:** John Marek, Traffic Engineer, Gary Schimek, Public Works Director  
**Meeting Date:** April 23, 2026  
**Subject:** Review Perteet Main Street Phase 2 and 3 Agreement Supplement 6

**Required Reviews:**

Jennifer Joki	Created/Initiated - 04/09/2026
Gary Schimek	Approved - 04/14/2026
Sirke Salminen	Approved - 04/15/2026
Hillary Evans	New -
Carolyn Hope	-

**Council Goal(s):**

Growing Our Vibrant Community  
Responsible Governance to Ensure Desired Level of Service

**Legislative History:**

1/25/2024 - City Council review of the original Main Street Phase 2 and 3 Agreement.  
2/1/2024 - City Council consent agenda item. Council voted to authorize the City Manager to sign the agreement.

**Subject Summary:**

In February 2024 the City entered into a professional services agreement with Perteet Inc to complete the design and bid documents for Main Street Phase II and provide necessary right-of-way acquisition services. Right-of-way services included:

- Updating Property Owner Exhibits
- Updating Legal Descriptions and Exhibits
- Right-of-Way Appraisals and Acquisition Services
- Right-of-Way certification

In 2024 and 2025, the City applied for but was unable to secure the additional federal funding needed to construct the full scope of the project as originally proposed. To keep the project moving forward the city worked to reduce the size and scope of the project to match the level of funding the City was able to procure. This included working to reduce the amount of right-of-

way and funding needed for the project. These changes in project scope required additional work by the consultant to revise appraisals, offer packages and acquisitions for various parcels that had previously been completed. Supplement #6, shown as Exhibit 1 in the attachments, summarizes the additional work needed and revises the scope of work associated with this increased level of effort. The supplement also revises the total contract amount to fund the additional work. A more detailed breakdown of the estimated cost for these services is included in the supplement.

**Financial/Budget Impacts:**

Budget Amendment                      No  
 Required?    \_\_\_\_\_

Budget and Sources:	\$3,371,721 for ROW / Design, Street Construction Fund 112
Expenditure:	\$106,637
New Appropriation Required + Sources:	\$0

**Additional Financial Information:**

This budget amendment is within the total approved budget for ROW and Design Services.

**Community Notifications:**

City Council Agenda  
 If "Other," please specify:

**Board/Commission Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends the City Council authorize the City Manager to approve Supplement 6 to the Perteet Main Street Phase 2 and 3 Agreement..This can be accomplished by adding it to the May 7, 2025 consent agenda.

**Council Motion:**

N/A

**Attachments:**

1. Perteet Main Street Phase 2 and 3 Supplement 6 (Draft)
2. Perteet Main Street Phase 2 and 3 Supplement 5\_11.16.2025
3. Perteet Main Street Phase 2 and 3 Supplement 4\_01.28.2025
4. Perteet Main Street Phase 2 and 3 Supplement 3\_12.10.2024
5. Perteet Main Street Phase 2 and 3 Supplement 2\_10.07.2024
6. Perteet Main Street Phase 2 and 3 Supplement 1\_06.06.2024

7. Pertect Main Street Phase 2 and 3 Agreement 02.01.2024



<b>Supplement 6</b>	Organization Name and Address:	
<b>Main Street Phase 2 &amp; 3 Agreement</b>	<b>Perteet, Inc. 2707 Colby Ave, Ste 900 Everett, WA 98201</b>	
Original Agreement Number: N/A	Execution Date: 02/01/2024	Completion Date: 12/31/2026
Project Title Main Street Phase 2 & 3	Original Amount Authorized:	\$2,883,050.00
	Amount Previous Supplements:	\$382,034.00
	Amount this Supplement:	\$106,637.00
	<b>Maximum Amount Payable:</b>	<b>\$3,371,721.00</b>
Description of Work:		
Amendment to supplement right-of-way services for Phase 2.		

The City of Mountlake Terrace desires to supplement the agreement with and executed on 02/01/2024.

All provisions in the basic agreement remain in effect except as expressly modified by this and previous supplements.

The changes to the agreement are described as follows:

I

**Section II, General Scope of Work**, shall be amended to include new Exhibit A, Scope of Work and Exhibit D, Consultant and Subconsultant Cost Computations.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate space below and return to this office for final action.

By: Perteet, Inc.

By: City of Mountlake Terrace

\_\_\_\_\_  
Jesse Thomsen, PE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Niten, City Manager

\_\_\_\_\_  
Date

**SCOPE OF WORK**  
**City of Mountlake Terrace**  
**Main Street Revitalization, Phases 2 and 3**  
**Amendment #6**  
**Right of Way Supplement**

## STATEMENT OF PURPOSE

The City of Mountlake Terrace (City) has requested revisions to parcels be included with the Main Street Revitalization Phase 2 that include the following items:

- 26 revisions to appraisals
- 21 revisions to offer packages
- 26 revisions for right-of-way acquisition
- Managing changes to legal exhibits for each revision
- Additional negotiations required for each design change for at least 26 parcels
- Direct Costs expended to appraiser for Revised Appraisal Reviews for 26 parcels

This has increased the level of effort from the original contract for right of way acquisition services and design support the task.

### Task 1 – Project Management

The original design contract was to complete by the end of 2024, and was extended to complete design by the end of 2025. Design is currently forecast to be completed by the end of June. The additional work has increased coordination for disciplines, as well as expected bid time for the project. This has increased the amount of time needed for project management to coordinate efforts to complete tasks.

Assumptions:

- Additional coordination for right of way task
- Coordination for development and property owner coordination

### Task 4 – Right-of-Way 56th (Phase 2) (Supplemented)

#### 4.1 Update Property Owner Exhibits

The additional work has increased the effort for property owner exhibits. Design and drafting for revisions to property owner exhibits based on the revisions in project direction.

#### 4.3 Right-of-Way Appraisal and Acquisition Services

This work will include preparing a right-of-way funding estimate, conducting appraisals and review appraisals, property owner negotiations and acquisition documentation, and WSDOT certification support. The Original contract assumes 40 parcels for appraisal and up to 40 parcels for negotiations. Due to design and funding changes parcels acquisition areas were changed, removed, or altered. This affected the level of effort for required deliverables and resulted in scope change.

**Deliverables:**

- 14 Revised Appraisals, and Appraisal Reviews and accompanying documentation
- 14 Revised Offer letters and project correspondence log for altered ROW negotiations
- Recission letters and property owner correspondence resulting from those 14 design changes

**Appraisal and Appraisal Review Coordination**

- Managing and coordinating appraisal task and any subconsultants, communicating changes made to design and ROW plans.
- Providing all documentation required to complete revised appraisal report review, supporting the new City's Determinations of Value.
- Integrate findings into offer packages.

**Deliverables:**

- Up to 14 revised Review Appraisals

**Negotiations, Administrative Settlements, QA/QC**

- Reviewing of all revised review appraisal and compensation data for 14 parcels.
- Preparation of revised offer packages for 14 parcels.
- Delivering, and presenting revised offer packages for 14 parcels.
- Additional level of effort for complex parcel negotiations and design coordination involving coordination with Public Works, Community and Economic Development, developers and their designers.
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process.
- Tracking and QA/QC of plan, legal description, and exhibit changes and coordination for updates.
- Prep and delivery of recession letters and property owner follow-up.

**Deliverables:**

- Up to 14 revised offer packages.
- Updated diaries to reflect the increased level of effort during negotiations resulting from 14 design changes.

### **WSDOT Certification and File Closeout**

- Collaborate with City during certification process.
- Additional level of effort for complex partial reconveyance obtention and coordination
- Additional level of effort required to prepare Certification files due to WSDOT LAC review requirement changes.
- Additional level of effort to address issues or concerns raised by Local Programs.

### **Deliverables:**

**No change.**

## **Task 8 – Right-of-Way 232nd/234th (Phase 2)**

### **8.1 Update Property Owner Exhibits**

The additional work has increased the effort for property owner exhibits. Design and drafting for revisions to property owner exhibits based on the revisions in project direction.

### **8.3 Right-of-Way Appraisal and Acquisition Services**

This work will include preparing a right-of-way funding estimate, conducting appraisals and review appraisals, property owner negotiations and acquisition documentation, and WSDOT certification support. The Original contract for Task 8 assumes 24 parcels for appraisal and up to 15 parcels for negotiations. Due to design and funding changes parcels acquisition areas were changed. This affected the level of effort for required deliverables and resulted in scope change.

### **Deliverables:**

- 12 Revised Appraisal and review appraisal documentation
- 12 Revised Offer letters and project correspondence log for ROW negotiations
- Recission letters and property owner correspondence resulting from the 12 design changes

### **Title Searches and Review**

- No change.

**Deliverables:**

- No change.

**Appraisal and Appraisal Review Coordination**

- Coordinating appraisal task and any subconsultants, communicating changes made to design and ROW plans.
- Providing all documentation required to complete revised appraisal report review, supporting the new City's Determinations of Value.
- Integrate findings into offer packages.

**Deliverables:**

- Up to 12 revised Review Appraisals

**Negotiations, Administrative Settlements, QA/QC**

- Reviewing of all revised review appraisal and compensation data for 14 parcels.
- Preparation of revised offer packages for 12 parcels.
- Delivering, and presenting revised offer packages for 12 parcels.
- Additional level of effort for complex parcel negotiations and design coordination involving coordination with Public Works, Community and Economic Development, developers and their designers.
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process.
- Tracking and QA/QC of plan, legal description, and exhibit changes and coordination for updates.
- Prep and delivery of recession letters and property owner follow-up.

**Deliverables:**

- Up to 12 revised offer packages.
- Updated diaries to reflect the increased level of effort during negotiations resulting from 12 design changes.

**WSDOT Certification and File Closeout**

- Collaborate with City during certification process.
- Additional level of effort for complex partial reconveyance obtention and coordination
- Additional level of effort required to prepare Certification files due to WSDOT LAC review requirement changes.
- Addressing any issues or concerns raised by Local Programs.

**Deliverables:**

- No change

Requested  
By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title

## EXHIBIT D

### Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: Main Street Phase 2  
 Client: City of Mountlake Terrace  
 Consultant: Perteet  
 Perteet Project No. 20230184.0000  
 Date: 03/13/2026

<b>HOURLY COSTS</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr. Engineer / Mgr	32	\$267.84	\$8,570.88
Sr. Engineer / Mgr	48	\$265.13	\$12,726.47
Lead Technician/Designer	48	\$205.59	\$9,868.29
Civil Designer II	32	\$160.79	\$5,145.28
<b>Labor Total</b>	<b>160</b>		<b>\$36,310.92</b>

<b>SUBCONSULTANTS</b>
-----------------------

<u>Subconsultants</u>	<u>Amount</u>
Commonstreet	\$70,326
<b>Total Subconsultants</b>	<b>\$70,326</b>

<b>CONTRACT TOTAL</b>	<b>\$106,637</b>
-----------------------	------------------

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Perteet's Hourly Rates are subject to change each year on January 1st.

**Exhibit D**  
**Subconsultant Fee Determination Summary**

Subconsultant: Commonstreet  
 Project: Main Street Phase 2  
 Client: City of Mountlake Terrace  
 Date: 3/13/2026

<b>HOURLY COSTS</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Project Manager	19	\$249.33	\$4,737.30
Project Manager	38	\$219.11	\$8,326.16
Senior Right of Way Agent	52	\$204.00	\$10,607.92
Right of Way Agent	104	\$125.93	\$13,096.20
Senior Project Control Specialist	158	\$171.26	\$27,058.76
<b>Total Labor Costs</b>	<b>371</b>		<b>\$63,826.35</b>

<b>REIMBURSABLES</b>
----------------------

Appraisal Review	\$6,500.00	1.0	\$6,500.00
			<b>\$6,500</b>

<b>CONTRACT TOTAL</b>	<b>\$70,326</b>
-----------------------	-----------------



<b>Supplement 5</b>	Organization Name and Address:	
<b>Main Street Phase 2 &amp; 3 Agreement</b>	<b>Perteet, Inc. 2707 Colby Ave, Ste 900 Everett, WA 98201</b>	
Original Agreement Number: N/A	Execution Date: 02/01/2024	Completion Date: 12/31/2026
Project Title Main Street Phase 2 & 3	Original Amount Authorized:	\$2,883,050.00
	Management Reserve:	\$200,000.00
	Amount Previous Supplements:	\$382,034.00
	<b>Maximum Amount Payable:</b>	<b>\$3,265,084.00</b>
Description of Work:  Amend agreement to change Prime Consultant and Subconsultant cost computations.		

The City of Mountlake Terrace desires to supplement the agreement with and executed on 02/01/2024.

All provisions in the basic agreement remain in effect except as expressly modified by this and previous supplements.

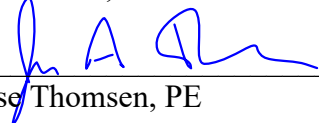
The changes to the agreement are described as follows:

I

**Section V, Payment Provisions**, shall be amended to include new Exhibits D and E, Prime Consultant and Subconsultant Cost Computations.


If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate space below and return to this office for final action.

By: Perteet, Inc.

  
\_\_\_\_\_  
Jesse Thomsen, PE

11/13/2025  
Date

By: City of Mountlake Terrace

  
\_\_\_\_\_  
Jeff Niten, City Manager

11/16/2025  
Date

**EXHIBIT D-1**

<p><b>Negotiated Hourly Rate Sheet</b>  <b>Perteet, Inc.</b>                  2707 Colby Avenue, Suite 900                  Everett, WA 98201                  City of Mountlake Terrace                  Main St. Revitalization Phase 2, 56th Avenue W. (20230184)</p>
--

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		185.52%	30.00%	
		Overhead (OH x DL)	Fixed Fee % (Fee x DL)	
Executive	166.35	308.61	49.91	524.87
Principal	141.34	262.21	42.40	445.96
Director	124.44	230.86	37.33	392.63
Senior Associate	94.16	174.69	28.25	297.09
Senior Engineer/ Manager	84.89	157.49	25.47	267.84
Lead Engineer/ Manager	65.10	120.77	19.53	205.40
Cultural Resources Manager	62.16	115.32	18.65	196.13
Cultural Resources Specialist III	49.61	92.04	14.88	156.53
Cultural Resources Specialist II	45.00	83.48	13.50	141.98
Cultural Resources Specialist I	35.00	64.93	10.50	110.43
Senior Ecologist/ Senior Environmental Scientist	69.68	129.27	20.90	219.85
Lead Ecologist	61.00	113.17	18.30	192.47
Engineer III	66.75	123.83	20.03	210.61
Civil Designer II	50.96	94.54	15.29	160.79
Civil Designer I	39.38	73.06	11.81	124.25
Lead Environmental Scientist	61.36	113.84	18.41	193.60
Environmental Scientist III	42.12	78.14	12.64	132.90
Environmental Scientist II	39.00	72.35	11.70	123.05
Environmental Scientist I	35.00	64.93	10.50	110.43
Senior Planner	64.02	118.77	19.21	202.00
Lead Planner	62.00	115.02	18.60	195.62
Planner III	59.96	111.24	17.99	189.19
Planner II	45.00	83.48	13.50	141.98
Planner I	32.00	59.37	9.60	100.97
Lead Tech/ Designer	71.16	132.02	21.35	224.52
Technician III	40.17	74.52	12.05	126.74
Technician II	35.00	64.93	10.50	110.43
Technician I	29.00	53.80	8.70	91.50
Senior Office Engineer	63.00	116.88	18.90	198.78
Senior Construction Technician	60.32	111.91	18.10	190.32
Construction Tech III	53.56	99.36	16.07	168.99
Construction Tech II	40.17	74.52	12.05	126.74
Construction Tech I	37.85	70.22	11.36	119.42
Construction Engineer III	60.00	111.31	18.00	189.31
Construction Specialist II	49.70	92.20	14.91	156.81
Construction Specialist I	42.00	77.92	12.60	132.52
Senior Construction Observer	72.00	133.57	21.60	227.17
Construction Observer III	67.60	125.41	20.28	213.29
Construction Observer II	45.32	84.08	13.60	142.99
Construction Observer I	43.50	80.70	13.05	137.25
Electrical Construction Observer	75.00	139.14	22.50	236.64
Senior Construction Manager	84.00	155.84	25.20	265.04
Construction Manager	75.00	139.14	22.50	236.64
Assistant Construction Manager	68.00	126.15	20.40	214.55
Construction Engineering Manager	85.00	157.69	25.50	268.19
Construction Supervisor	92.19	171.03	27.66	290.88
Network Specialist	48.31	89.62	14.49	152.43
Controllor	75.92	140.85	22.78	239.54
Contract Administrator	81.00	150.27	24.30	255.57
Project Assistant	51.50	95.54	15.45	162.49
Accountant	61.95	114.93	18.59	195.46
Clerical	39.64	73.54	11.89	125.07
Marketing Director	75.92	140.85	22.78	239.54
Graphics Specialist	51.45	95.45	15.44	162.34

Classification Title Changes - In order to specifically adhere to the experience requirements in RCW 18.43.040 relating to engineering registration, we are revising the following classifications:

- Engineer I/II is now Civil Designer I/II
- Construction Engineer I/II is now Construction Specialist I/II

**Direct (Non-Salary) Reimbursable Expenses**

GIS/Traffic Modeling	\$15 per hr.
Color Copies	\$.80 ea.
Mileage	@ current federal rate
Authorized Subconsultants	At Cost

Invoiced direct labor may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation annually from the anniversary of contract execution unless otherwise specified.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 18, 2025

Perteet, Inc  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Denice M. Moan:


We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 185.52% of direct labor (rate includes 0.38% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness, Inc. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Jun 18, 2025 12:44 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

**EXHIBIT E-1**

**Negotiated Hourly Rate Sheet**  
 Subconsultant: **Commonstreet**  
 Prime: Perteet, Inc.

City of Mountlake Terrace  
 Main St. Revitalization Phase 2, 56th Avenue W. (20230184)

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		121.85%	30.00%	
		<b>Overhead (OH x DL)</b>	<b>Fixed Fee % (Fee x DL)</b>	
Principal/Senior Advisor/Program Manager	125.00	152.31	37.50	314.81
Senior Project Manager	99.00	120.63	29.70	249.33
Project Manager / Property Manager	87.00	106.01	26.10	219.11
Senior Right of Way Agent	81.00	98.70	24.30	204.00
Right of Way Agent	50.00	60.93	15.00	125.93
Sr Project Control Specialist/Sr ROW Technician	68.00	82.86	20.40	171.26
Project Control Specialist/ROW Technician	51.00	62.14	15.30	128.44

Invoiced direct labor may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation annually from the anniversary of contract execution unless otherwise specified.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

April 28, 2025

Commonstreet Consulting, LLC  
100 S King Street, Ste. 100  
Seattle, WA 98104

Subject: Acceptance FYE 2024 ICR – Audit Office Review

Dear Melinda Diaz:

Transmitted herewith is the WSDOT Audit Office’s memo of “Acceptance” of your firm’s FYE 2024 Indirect Cost Rate (ICR) of 121.85% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

  
Schatzie Harvey (Apr 29, 2025 06:32 PDT)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:kb

## EXHIBIT E-1

<p><b>Negotiated Hourly Rate Sheet</b>                  Subconsultant: <b>Concord Engineering</b>                  Prime: Perteet, Inc.</p> <p>City of Mountlake Terrace                  Main St. Revitalization Phase 2, 56th Avenue W. (20230184)</p>
--

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		105.30%	30.00%	
		Overhead (OH x DL)	Fixed Fee % (Fee x DL)	
Senior Engineer 8	108.00	113.72	32.40	254.12
Senior Engineer 7	102.00	107.41	30.60	240.01
Senior Engineer 6	95.00	100.04	28.50	223.54
Senior Engineer 5	92.00	96.88	27.60	216.48
Senior Engineer 4	85.00	89.51	25.50	200.01
Senior Engineer 3	82.00	86.35	24.60	192.95
Senior Engineer 2	78.00	82.13	23.40	183.53
Senior Engineer 1	72.00	75.82	21.60	169.42
Associate Engineer 6	68.00	71.60	20.40	160.00
Associate Engineer 5	65.00	68.45	19.50	152.95
Associate Engineer 4	64.00	67.39	19.20	150.59
Associate Engineer 3	62.00	65.29	18.60	145.89
Associate Engineer 2	56.00	58.97	16.80	131.77
Associate Engineer 1	53.00	55.81	15.90	124.71
Assistant Engineer 5	51.00	53.70	15.30	120.00
Assistant Engineer 4	49.00	51.60	14.70	115.30
Assistant Engineer 3	47.00	49.49	14.10	110.59
Assistant Engineer 2	44.00	46.33	13.20	103.53
Assistant Engineer 1	42.00	44.23	12.60	98.83
Project Accountant 3	38.00	40.01	11.40	89.41
Project Coordinator 3	38.00	40.01	11.40	89.41
Assistant Engineer 3	47.00	49.49	14.10	110.59
Assistant Engineer 2	44.00	46.33	13.20	103.53
Assistant Engineer 1	42.00	44.23	12.60	98.83
Project Accountant 3	38.00	40.01	11.40	89.41
Project Coordinator 3	38.00	40.01	11.40	89.41

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 30, 2025

Concord Engineering, Inc  
2285 116th Ave NE  
Bellevue WA 98004

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Irene Yang:


Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 105.30% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
Schatzie Harvey (Jun 30, 2025 13:04 PDT)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

## EXHIBIT E-1

**Negotiated Hourly Rate Sheet**  
 Subconsultant: **HWA GeoSciences, Inc**  
 Prime: Perteet, Inc.

City of Mountlake Terrace  
 Main St. Revitalization Phase 2, 56th Avenue W. (20230184)

Overhead:                  Fixed Fee:  
 179.28%                      30.00%

Job Classification	Direct Labor (DL)	Overhead (OH x DL)	Fixed Fee % (Fee x DL)	All Inclusive Hourly Rate
Principal IX	110.00	197.21	33.00	340.21
Principal VIII	98.00	175.69	29.40	303.09
Hydrogeologist IV	60.00	107.57	18.00	185.57
Geotechnical Engineer VII	90.00	161.35	27.00	278.35
Geotechnical Engineer V	67.00	120.12	20.10	207.22
Geotechnical Engineer II	43.00	77.09	12.90	132.99
Contracts Administrator	53.00	95.02	15.90	163.92
CAD	36.00	64.54	10.80	111.34
Administrative Support	38.00	68.13	11.40	117.53

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 2, 2025

HWA GeoSciences, Inc  
21312 30<sup>th</sup> Dr SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:


We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Jul 3, 2025 07:03 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

## EXHIBIT E-1

<p><b>Negotiated Hourly Rate Sheet</b>                  Subconsultant: <b>Osborn Consulting</b>                  Prime: Perteet, Inc.</p> <p>City of Mountlake Terrace                  Main St. Revitalization Phase 2, 56th Avenue W. (20230184)</p>
--

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		166.02%	30.00%	
		Overhead (OH x DL)	Fixed Fee % (Fee x DL)	
Principal	103.00	171.00	30.90	304.90
Senior QC	86.00	142.78	25.80	254.58
Senior Project Manager	78.00	129.50	23.40	230.90
Senior Engineer	72.00	119.53	21.60	213.13
Project Engineer	62.00	102.93	18.60	183.53
Project Landscape Architect	60.00	99.61	18.00	177.61
Design Engineer	55.00	91.31	16.50	162.81
Engineer I	41.00	68.07	12.30	121.37
Engineering Technician II	37.00	61.43	11.10	109.53
CADD Manager	64.00	106.25	19.20	189.45
Senior CADD Designer	52.00	86.33	15.60	153.93
CADD Tech	40.00	66.41	12.00	118.41
Graphic Design	60.00	99.61	18.00	177.61
Senior Administration	62.00	102.93	18.60	183.53
Technical Editor	49.00	81.35	14.70	145.05
Administration	42.00	69.73	12.60	124.33

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate.  
 Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 1, 2025

Osborn Consulting, Inc.  
1800 112<sup>th</sup> Avenue NE, Suite 220E  
Bellevue, WA 98004

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Megan Isaacks:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 166.02% of direct labor (rate includes 0.16% Facilities Cost of Capital) based on the "Independent CPA Report" prepared by DL Purvine, CPA, PLLC's. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*  
[Schatzie Harvey \(Aug 4, 2025 10:35:51 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: ah

## EXHIBIT E-1

**Negotiated Hourly Rate Sheet**  
 Subconsultant: **Psomas (formerly KPG Psomas)**  
 Prime: Perteet, Inc.  
  
 City of Mountlake Terrace  
 Main St. Revitalization Phase 2, 56th Avenue W. (20230184)

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		176.66%	30.00%	
		Overhead (OH x DL)	Fixed Fee % (Fee x DL)	
Senior Project Manager Survey	96.35	170.21	28.91	295.00
Survey Crew I (w/Equip)	77.70	137.26	23.31	238.00
Survey Crew II (w/Equip)	98.70	174.36	29.61	303.00
Field Surveyor I	37.80	66.78	11.34	116.00
Field Surveyor II	49.35	87.18	14.81	151.00
Field Surveyor III	56.24	99.35	16.87	172.00
Project Surveyor I	57.75	102.02	17.33	177.00
Project Surveyor II	65.42	115.57	19.63	201.00
Surveyor I	34.65	61.21	10.40	106.00
Surveyor II	47.25	83.47	14.18	145.00
Surveyor III	54.34	96.00	16.30	167.00
Office Assistant	40.11	70.86	12.03	123.00

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate.  
 Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 4, 2025

Psomas  
3131 Elliot Avenue, Suite 400  
Seattle, WA 98121

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Tracy Zucker:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 176.66% of direct labor based on the "Independent CPA Report" prepared by KCOE ISOM, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

*Schatzie Harvey*  
Schatzie Harvey (Aug 4, 2025 10:27:33 PDT)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb

## EXHIBIT E-1

**Negotiated Hourly Rate Sheet**  
 Subconsultant: **Toole Design**  
 Prime: Perteet, Inc.

City of Mountlake Terrace  
 Main St. Revitalization Phase 2, 56th Avenue W. (20230184)

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Rate
		177.35%	30.00%	
		Overhead (OH x DL)	Fixed Fee % (Fee x DL)	
Engineering Lead II	96.00	170.26	28.80	295.00
Engineering Lead I	84.00	148.97	25.20	258.00
Project Engineer II	65.00	115.28	19.50	200.00
Project Engineer	62.00	109.96	18.60	191.00
Engineer II	48.00	85.13	14.40	148.00
Engineer 1	43.00	76.26	12.90	132.00
Senior Planner	72.00	127.69	21.60	221.00
Senior Landscape Architect	65.00	115.28	19.50	200.00
Landscape Architecture Lead	81.00	143.65	24.30	249.00

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate.  
 Rates are subject to renegotiation upon the one year anniversary of contract execution.



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 16, 2025

Toole Design Group, LLC and Subsidiary and Affiliates  
8484 Georgia Avenue, Suite 800  
Silver Springs, MD 2091

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Hilda Sun:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 177.35% of direct labor (rate includes 0.09% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Jul 16, 2025 12:59 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb



<b>Supplement 4</b>	Organization Name and Address: <b>Perteet, Inc.</b> <b>2707 Colby Ave, Ste 900</b> <b>Everett, WA 98201</b>	
<b>Main Street Phase 2 &amp; 3 Agreement</b>		
Original Agreement Number: N/A	Execution Date: 02/01/2024	Completion Date: 12/31/2026
Project Title Main Street Phase 2 & 3	Original Amount Authorized:	\$2,883,050.00
	Management Reserve:	\$200,000.00
	Amount Previous Supplements:	\$244,913.00
	Amount This Supplement:	\$137,121.00
	<b>New Maximum Amount Payable:</b>	<b>\$3,265,084.00</b>
Description of Work:  <b>NEPA support and Geotechnical Exploration-BIT and PIT</b>		

The City of Mountlake Terrace desires to supplement the agreement with and executed on 02/01/2024.

All provisions in the basic agreement remain in effect except as expressly modified by this and previous supplements.

The changes to the agreement are described as follows:

II

**General Scope of Work**, shall be amended to include additional Exhibit A, Scope of Work.

III

**Section V, Payment Provisions**, shall be amended to include new Exhibit D and E, Prime Consultant Cost Computations.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate space below and return to this office for final action.

By: Perteet, Inc.

By: City of Mountlake Terrace

*Jesse A Thomsen*

1/28/2025

*Jeff Niten*

1/28/2025

Jesse Thomsen, PE

Date

Jeff Niten, City Manager

Date

**SCOPE OF WORK**  
**City of Mountlake Terrace**  
**Main Street Revitalization, Phases 2 and 3**  
**Amendment 4**  
**NEPA support and Geotechnical Exploration-BIT and PIT**

## STATEMENT OF PURPOSE

The current scope of this project is to rehabilitate 56th Avenue W, as well as 232nd Street SW and 234th Street SW. This includes the complete design of the roadway rehabilitation, including base repair and complete pavement reconstruction in asphalt concrete pavement, curb ramp upgrades/replacements, bike lanes, traffic signal reconfiguration, lighting design, drainage improvements required to meet the current drainage code, grading, utility adjustments, sidewalk replacement, tree pits, and other related items.

The City of Mountlake Terrace (City) has requested support for re-applying for NEPA reclassification. The previous NEPA permitting has lapsed, and the effort required includes coordination with WSDOT, and writing environmental permitting documentation. This work is expected to include:

- Coordination with WSDOT Local Programs
- BA assessment
- Cultural resources update
- Endangered Species review
- Drainage coordination

In support of the environmental documentation, additional geotechnical exploration in the support of infiltration analysis is needed. This work is expected to include:

- Geotechnical testing for Borehole Infiltration Tests (BITs)
- Geotechnical testing for Pilot Infiltration Tests (PITs)
- Associated geotechnical reports

This amendment outlines the additional design efforts, supplemental services, and coordination required to achieve the City's project goals at the 100% submittal. The scope of work for Task 7.3 is supplemented with the following scope.

### **Task 1 – Project Management**

The additional work has increased coordination for disciplines, as well as expected bid time for the project. This has increased the amount of time needed for project management to coordinate efforts to complete tasks.

Assumptions:

- Additional coordination with Geotech/city
- Coordination for NEPA re-certification

## **Task 15 - Environmental Permitting Support (Supplemented)**

The Consultant will complete elements of environmental documentation for the National Environmental Policy Act (NEPA) under the tasks below. Tasks as designated will be optional and may be completed if requested by WSDOT and necessary for the NEPA CE process.

### **15.1 Updated NEPA CE Form and Summary Memo to facilitate WSDOT Re-Evaluation**

A prior NEPA CE form was approved by WSDOT and FHWA in 2015. Phase 1 was built and Phase 2 is the current action. NEPA and ROW were completed for the corridor. NEPA will need to be re-evaluated for Phase 2 due to lapsed time.

An updated CE form will be prepared for the project. The updated WSDOT CE form will be completed with supporting information obtained from current project information or other available information to represent the updated project and to compare changes with the prior approved NEPA CE information. Information will be evaluated, and a Change Summary Memo will be prepared to list and describe any changes from the prior NEPA approval to the current project. Updated recent stormwater information was provided to WSDOT in November/December 2024 to preliminarily evaluate endangered species effect considerations for a no-effect consideration:

Assumptions:

- The Consultant will prepare and submit a Change Summary Memo and updated CE Form to WSDOT after review with the project team to consider NEPA environmental classification and current conditions based on design information and readily available environmental resources databases to consider project environmental context. October 2022 WSDOT CE Form is understood to be current.
- A draft and final CE form will be provided to Client in electronic format via email for one consolidated Client review and provision of comments before final submittal to WSDOT if requested by WSDOT. WSDOT may also not retire the final CE form as it is up to their discretion for the NEPA. Regardless the CE form will be prepared to show WSDOT the information of the current project compared to the prior approved CE.
- An Endangered Species Act No-Effect determination is assumed with provided stormwater documentation and understanding that no net new pollutant generating impervious surface will be proposed. Documentation will be summarized on the CE form and no biological assessment or supplemental documentation is assumed.

- Environmental Justice (EJ) and Cultural Resources may require supplemental documentation or updated studies and data if requested by WSDOT after the CE form and change summary has been submitted. Those work elements are listed below in subtasks as Optional Services if required by WSDOT.
- The project is not assumed to require preparation of hazmat analysis, 4(f)/6(f) analysis, noise, or other related technical memos or discipline studies not addressed in this scope of work. If other analysis becomes required by WSDOT or other agencies during the course of review, those requirements will be assessed and items scoped under a supplemental task and fee if required.
- A virtual meeting will be requested with WSDOT Local Programs and key project team staff to review the change summary and CE comparison to determine the need for any further documentation and timeline for approval of the CE re-evaluation. One item of consideration to be clarified is that 232<sup>nd</sup> and 234 ST SW was not included in the description of the original NEPA CE authorization.

#### Deliverables:

- Draft and final updated CE Form
- Change Summary Memo to WSODT for NEPA Re-Evaluation
- WSDOT correspondence

## 15.2 Updated Cultural Resources Assessment

CE re-evaluation requires updated or expanded cultural resources documentation, and APE memo and following updated cultural resources information may be provided.

### 15.2.1 APE Memo and WSDOT Support

For CE re-evaluation, preparation of an Area of Potential Effects (APE) Memorandum for the updated improvements will be provided, including a brief memorandum describing the project, proposed direct and indirect effects, and a map that shows the boundaries of those potential effects. The memorandum will be prepared in coordination with City and WSDOT for submission to Section 106 consulting parties, including SHPO, FHWA, and Affected Tribes. Services included in this task include review of project specifications, available geotechnical information, preliminary review of background information on the natural and cultural setting of the project, drafting and producing the APE memorandum and map, and completing revisions of the draft that may be needed to prepare a final APE memorandum.

#### Assumptions:

- The entire APE will be accessible for the field survey.

- The City will provide one (1) consolidated review on the draft APE prior to being finalized by the Consultant team for WSDOT submittal.

Deliverables:

- Draft and Final APE (PDF)

### 15.2.2 Cultural Resources Field Survey

The Consultant will conduct a pedestrian survey of the updated APE if required. If areas free of impervious surfaces and buried utilities are identified, up to five (5) shovel probes will be hand excavated. If no such areas are observed, no shovel probes will be excavated. If archaeological material is encountered, it will be documented to the extent feasible at the time of the survey. However, no artifacts or other material will be collected.

Assumptions:

- No historical structures will be recorded or evaluated
- Notes and photographs from archaeological survey will be used to prepare deliverable under the reporting subtask.
- If an archaeological resource is identified during the field survey, it will be documented to the extent allowed by survey data. Preparation of up to one (1) archaeological site inventory form is included in this scope. Additional site forms, boundary definition, significance testing, or development of a treatment plan would be conducted under separate scope/cost.

Deliverables:

- Documentation and NRHP eligibility evaluation of up to one (1) archaeological material.

### 15.2.3 Background Research and Reporting

If additional survey is required, a technical report that meets WSDOT, federal, and SHPO/DAHP standards will be completed that describes the APE, its natural and cultural setting, field survey methods and results, and evaluations of the significance of and project effects on specific resources identified during the survey. If an archaeological resource is identified during the survey, it will be documented on a standard Washington State Archaeological Site or Isolate inventory form and appended to the report. One (1) internal draft report will be prepared and submitted electronically for review. One (1) final draft will be submitted to reviewing agencies. One (1) final version will be prepared based on reviewer comments and submitted electronically as a PDF document.

Assumptions:

- The City will provide one (1) consolidated review on the draft CRA prior to being finalized by the Consultant team for WSDOT submittal.

- The CRA will be used for the NEPA re-evaluation action.

Deliverables:

- Draft and Final CRA (PDF)

#### 15.4 Updated Environmental Justice (EJ) Memo (Optional Service)

If required for CE re-evaluation, the Consultant will prepare an Environmental Justice (EJ) memo utilizing updated census data and currently available school data and other available updated information. This screening level analysis will identify any concentrations of low income and minority populations in the context of the project action for NEPA review. The analysis will identify if there is any potential for disproportionately adverse effects/impacts on identified low income and minority populations.

Assumptions:

- If additional analysis beyond this scope for Environmental Justice is requested during WSDOT review, such work will be considered as an additional service beyond this scope of work and will necessitate a supplemental scope and fee.
- Title VI requirements for any for any EJ actions would be coordinated, conducted, and documented by the City.

Deliverables:

- Draft and final EJ Memo in electronic format for Client review before submittal to WSDOT.
- Production and submittal of EJ Memo and supporting documents to WSDOT and resubmittal to address minor comments.

### Task 16 – Geotechnical Exploration (AMENDED)

#### Geotechnical Field Explorations – Borehole Infiltration Tests (BITs)

##### Project Management

Consultant Team Meetings: HWA will meet with the City and/or design team to present our findings and discuss the geotechnical implications of our findings. We have assumed a maximum of one (1) virtual meeting, no more than 1 hour in length.

##### Geotechnical Field Explorations

**Plan Geotechnical Exploration Program:** HWA will plan and coordinate a geotechnical exploration program. The program will consist of completing:

Five (5) Boring Infiltration Tests (BITs) along 234th Street SW and 56th Avenue W

**Conduct Utility Locates for Geotechnical Explorations:** Prior to generation of our geotechnical work plan, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed 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 explorations are clear of utilities prior to finalizing the exploration

plans and mobilizing any exploration equipment. Additionally, HWA will engage a private locating service to have conductible underground utilities located in the vicinity of the proposed BITs. Non-conductible utilities (e.g., PVC and concrete pipe) cannot be located by the private locating service.

**Generate Exploration Work Plan Memorandum:** HWA will prepare a Geotechnical Work Plan Memorandum. The work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and testing locations along with logistics necessary to perform the work such as traffic control plans and staging areas. We assume the required permits or rights of entries will be provided at no cost to HWA.

**Coordinating Permits:** HWA will coordinate all required Right-of-Way permits with the City for the geotechnical exploration program. This will include developing traffic control plans required for completion of work. Rights-of-Entry, if required, will be provided to HWA prior to mobilization of any exploration equipment.

**Complete Borehole Infiltration Testing (BIT):** HWA will complete boring infiltration testing at five (5) locations along the 234th Street SW and 56th Avenue W corridor to evaluate infiltration rates at a depth of 20 feet below ground surface. Exact locations will be determined after utility locations and access is determined.

All borings will be completed using a truck-mounted hollow stem auger drill rig. HWA assumes that BITs will take three (3) working days to complete. HWA assumes that traffic control will be required for all testing locations and will consist of a temporary single lane closure with flaggers. HWA has assumed that all work will be completed during typical workdays and work hours.

Each of the above-described geotechnical explorations will be logged by an HWA representative.

**Generate Exploration Logs and Assign Laboratory Testing:** HWA will prepare summary exploration logs for each exploration and perform laboratory testing to evaluate relevant physical properties of select soil samples. Depending on the type of soils encountered, laboratory testing could include determination of moisture content, grain-size distribution, and Atterberg Limits. Cation Exchange Capacity (CEC) and organic content testing will be completed on soil samples from the infiltration testing explorations.

### **Geotechnical Design**

**Infiltration Analysis:** HWA will utilize data collected from infiltration testing to select an appropriate design infiltration rate for the subsurface soil in the project area.

**HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team and the City.

**Incorporate Into Draft Geotechnical Report:** HWA will incorporate the findings of our BITs into the previously prepared draft geotechnical report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed improvements.

Deliverables:

- Subsurface Exploration Work Plan Memorandum.
- Updated draft Geotechnical Report

Assumptions:

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris produced by the explorations will be drummed on site and transported off site for proper disposal by the drilling subcontractor.
- Explorations and testing will be completed in three (3) days. All field work including site reconnaissance, utility locates, and drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of the upper portion of boreholes is not included.
- All borings will be conducted within the City ROW and in areas outside of active travel lanes.
- HWA assumes no concrete pavement is present below the surface asphalt and assumes that coring will not be required prior to drilling the proposed borings.
- Any work to be completed extending through pavement will be located in adjacent parking lots or parking strips. Rehabilitation of pavement upon completion of geotechnical borings will require cold-patch asphalt or quick-set concrete. No saw cutting of pavement, hot mix asphalt or borings drilled through cement concrete pavement will be required. Pavement design will not be completed as part of this scope and any pavement work will consist of rehabilitation based on City standards.
- HWA assumes traffic control will consist of a temporary single lane closure, with flaggers, for all explorations.
- All required street use permits will be provided by others at no cost to HWA.
- All required rights-of-entry will be provided by others at no cost to the HWA.
- Exploration locations will be located using handheld GPS and measurement from existing known features.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by HWA is not included.
- A site survey will be provided to HWA in support of design recommendations.
- HWA assumes that if any proposed exploration is near an existing tree, the City will determine if it is intended to be removed during construction or if it will remain. If it is to remain, the City will provide an arborist to determine if the exploration could impact the tree's critical root zone.

- Geotechnical Field Explorations – Pilot Infiltration Tests (PITs) AS NEEDED
- Project Management
- Consultant Team Meetings: HWA will meet with the City and/or design team to present our findings and discuss the geotechnical implications of our findings. We have assumed a maximum of one (1) virtual meeting, no more than 1 hour in length.

### **Geotechnical Field Explorations**

**Plan Geotechnical Exploration Program:** HWA will plan and coordinate a geotechnical exploration program. The program will consist of completing:

- Six (6) Pilot Infiltration Tests (PITs) along the 234th Street SW and 56th Avenue W corridor and at the intersection of 232nd Street SW and 58th Avenue W.

**Conduct Utility Locates for Geotechnical Explorations:** Prior to generation of our geotechnical work plan, HWA will mark the proposed exploration locations and arrange for utility locates using the Utility Notification Center. Utility location marks will be used to verify proposed 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 explorations are clear of utilities prior to finalizing the exploration plans and mobilizing any exploration equipment. Additionally, HWA will engage a private locating service to have conductible underground utilities located in the vicinity of the proposed PITs. Non-conductible utilities (e.g., PVC and concrete pipe) cannot be located by the private locating service.

**Generate Exploration Work Plan Memorandum:** HWA will prepare a Geotechnical Work Plan Memorandum. The work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and testing locations along with logistics necessary to perform the work such as traffic control plans and staging areas. We assume the required permits or rights of entries will be provided at no cost to HWA.

**Coordinating Permits:** HWA will coordinate all required Right-of-Way permits with the City for the geotechnical exploration program. This will include developing traffic control plans required for completion of work. Rights-of-Entry, if required, will be provided to HWA prior to mobilization of any exploration equipment.

**Complete Pilot Infiltration Testing (PIT):** HWA will complete pilot infiltration testing at five (5) locations along the 234th Street SW and 56th Avenue W corridor and at one (1) location at the intersection of 232nd Street SW and 58th Avenue W to evaluate near-surface infiltration rates. Exact locations will be determined after utility locations and access is determined.

All PITs will be excavated using a rubber-tracked excavator. HWA assumes that excavation and testing will take seven (7) working days to complete. HWA assumes that traffic control will be required for all testing locations and will consist of a temporary single lane closure with flaggers. HWA assumes all PIT locations will be placed outside of active travel lanes in parking

strips or landscaping strips. HWA has assumed that all work will be completed during typical workdays and work hours.

Each of the geotechnical explorations will be logged by an HWA representative.

**Generate Exploration Logs and Assign Laboratory Testing:** HWA will prepare summary exploration logs for each exploration and perform laboratory testing to evaluate relevant physical properties of select soil samples. Depending on the type of soils encountered, laboratory testing could include determination of moisture content, grain-size distribution, and Atterberg Limits. Cation Exchange Capacity (CEC) and organic content testing will be completed on soil samples from the infiltration testing explorations.

### **Geotechnical Design**

**Infiltration Analysis:** HWA will utilize data collected from infiltration testing to select an appropriate design infiltration rate for the subsurface soil in the project area.

**HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team and the City.

**Incorporate Into Draft Geotechnical Report:** HWA will incorporate the findings of our PITs into the previously prepared draft geotechnical report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed improvements.

### **Assumptions:**

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from excavation) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated excavation spoils and related debris produced by the explorations will be transported off site for proper disposal by the excavation subcontractor.
- Explorations and testing will be completed in seven (7) days. All field work including site reconnaissance, utility locates, excavation, and pilot infiltration testing will be accomplished during normal daylight workdays and hours, with at least a minimum 8 hours available per day.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of the excavations for the PITs.
- All excavations will be conducted within the City ROW and in areas outside of active travel lanes.

CITY OF MOUNTLAKE TERRACE

Agreement with Perteet Inc.

January 13, 2025

- HWA assumes no concrete pavement is present below the surface asphalt and assumes that saw cutting will not be required prior to excavation for the PITs.
- Any work to be completed extending through pavement will be located in adjacent parking lots or parking strips. Rehabilitation of pavement upon completion of the PITs will require cold-patch asphalt. No saw cutting of pavement, hot mix asphalt or excavations through cement concrete pavement will be required. Pavement design will not be completed as part of this scope and any pavement work will consist of rehabilitation based on City standards.
- HWA assumes traffic control will consist of a temporary single lane closure, with flaggers, for all explorations.
- All required street use permits will be provided by others at no cost to HWA.
- All required rights-of-entry will be provided by others at no cost to the HWA.
- Exploration locations will be located using handheld GPS and measurement from existing known features.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by HWA is not included.
- A site survey will be provided to HWA in support of design recommendations.
- HWA assumes that if any proposed exploration is near an existing tree, the City will determine if it is intended to be removed during construction or if it will remain. If it is to remain, the City will provide an arborist to determine if the exploration could impact the tree’s critical root zone.

**Deliverables:**

- Subsurface Exploration Work Plan Memorandum.
- Updated draft Geotechnical Report

Requested

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

Title

**Exhibit D**

**Consultant Fee Determination Summary**

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: Main Street Revitalization, Phases 2 and 3  
 Client: City of Mountlake Terrace  
 Consultant: Perteet  
 Perteet Project No. 20230184  
 Date: 11-25-24

**HOURLY COSTS**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer/ Manager	20	\$251.56	\$5,031.20
Senior Engineer/ Manager	8	\$191.38	\$1,531.04
Lead Tech/ Designer	4	\$147.29	\$589.16
Engineer III	16	\$165.58	\$2,649.28
Senior Associate	48	\$282.01	\$13,536.60
Planner III	76	\$162.21	\$12,327.96
Senior Planner/ Cultural Resources Man	20	\$180.61	\$3,612.20
Cultural Resources Specialist II	20	\$132.37	\$2,647.40
Cultural Resources Specialist I	48	\$100.31	\$4,814.88
Technician I	16	\$82.79	\$1,324.64
Cultural Resources Specialist III	12	\$152.29	\$1,827.44
<b>Labor Total</b>	<b>288</b>		<b>\$49,891.81</b>

**REIMBURSABLES**

<u>Expenses</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Travel-mileage	\$102.00	1.0	\$102
<b>Total Expenses</b>			<b>\$102</b>

**SUBCONSULTANTS**

<u>Subconsultants</u>	<u>Amount</u>
HWA Geosciences, Inc.	\$87,127
<b>Total Subconsultants</b>	<b>\$87,127</b>

**CONTRACT TOTAL** **\$137,121**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.





<b>Supplement 3 Main Street Phase 2 &amp; 3 Agreement</b>		<b>Organization Name and Address:</b>  <b>Perteet, Inc. 2707 Colby Ave, Ste 900 Everett, WA 98201</b>	
Original Agreement Number N/A	Execution Date 02/01/2024	Completion Date 12/31/2026	
Project Number N/A	Original Amount Authorized	\$2,883,050.00	
	Amount Previous Supplements	\$172,017.00	
Project Title Main Street Phase 2 & 3	Amount This Supplement	\$72,896.00	
	<b>New Maximum Amount Payable</b>	<b>\$3,127,963.00</b>	
Description of Work: <b>Waterline design update and Geotechnical exploration addition.</b>			

The City of Mountlake Terrace desires to supplement the agreement entered into with Perteet, Inc. and executed on 02/01/2024.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SERVICES, is hereby changed to read: See Exhibit A

**III**

Section 3, COMPENSATION, shall be amended as follows: See Exhibit B

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: City of Mountlake Terrace

*Jesse A Thomsen*

12/10/2024

\_\_\_\_\_  
Jesse Thomsen, PE

\_\_\_\_\_  
Date

*Jeff Niten*

12/10/2024

\_\_\_\_\_  
Jeff Niten  
City Manager

\_\_\_\_\_  
Date

EXHIBIT A  
**SCOPE OF WORK**  
**City of Mountlake Terrace**  
**Main Street Revitalization, Phases 2 and 3**  
**Amendment 3**  
**Waterline Design Update and Geotechnical Exploration Addition**

## STATEMENT OF PURPOSE

The current scope of this project is to rehabilitate 56th Avenue W, as well as 232nd Street SW and 234th Street SW. This includes the complete design of the roadway rehabilitation, including base repair and complete pavement reconstruction in asphalt concrete pavement, curb ramp upgrades/replacements, bike lanes, traffic signal reconfiguration, lighting design, drainage improvements required to meet the current drainage code, grading, utility adjustments, sidewalk replacement, tree pits, and other related items.

The City of Mountlake Terrace (City) has requested a waterline design be added to the 232nd Street SW design for two pressure zones. In addition, the City has also requested watermain pipe profiles be added for the watermains on 56th Avenue W. This work is expected to include:

- Plan and profile layout for the two watermains along 232nd Street SW.
- Profiles for the proposed pipe network along 56th Avenue W.
- Existing and proposed utility crossings shown in profile views

This amendment outlines the additional design efforts, supplemental services, and coordination required to achieve the City's project goals at the 100% submittal. The scope of work for Task 7.3 is supplemented with the following scope.

### Task 1 – Project Management

The additional work has increased coordination for disciplines, as well as expected bid time for the project. This has increased the amount of time needed for project management to coordinate efforts to complete tasks.

#### Assumptions

- Phase 2 will go to bid at the end of 2026 and not 2025.
- The City will be applying for a RAISE grant to fund construction.
- The City will be applying for a TIB grant to fund construction.
- If the City does not secure grants, an amendment will be written to redefine the project limits and update the plans for the revised footprint.

### Task 5 – 56th Avenue W – PS&E (Phase 2)

### 5.3 100% Submittal

The waterline design is amended to include the following:

- Updating waterline in Civil 3D for pipe networks.
- Create pipe profile drawings for the following:
  - 56th Avenue W, from project limits north of 236th Street SW (connection to existing main at 15+04) to 230th Street SW (connection with existing watermain in intersection at 33+14).
  - 16" Watermain connection at approximately 23+25 to be included.
  - Hydrant connection profiles are not included.
  - Water service lateral profiles are not included.

The scope includes additional level of effort to address City comments on the 90% plans and update the watermain design per roadway changes anticipated from 90% City comments. The scope had previously assumed minimal changes at this design stage.

Assumptions:

- No profiles to be provided for the existing watermain.
- The Consultant has been provided with watermain connection notes to be incorporated into the plans. These notes will be incorporated, and no further changes will be needed.

Deliverables:

- Up to five (5) Watermain Profile sheets, 1":20' horizontal, 1":5' vertical

## Task 7 – 232nd Street SW and 234th Street SW PS&E (Phase 2)

### 7.3 100% Submittal

The stormwater design is amended to include the following:

- Updating waterline in Civil 3D for pipe networks.
- Create pipe profile drawings for the following:
  - Watermain 1: 232nd Street SW, from project limits at 58th Avenue W (connection to existing main at 67+70) to 57th Avenue W (connection with existing watermain north of intersection at 33+14).
  - Watermain 2: 232nd Street SW, from project limits at 58th Avenue W (connection to existing main at 67+70) to east of 56th Avenue W intersection (connection with existing watermain east of intersection at 75+40).
  - 234th Street SW watermain profile at the intersection of 56th Avenue W to be included.
  - 16" Watermain connection at approximately 23+25 to be included.

- Hydrant connection profiles are not included.
- Water service lateral profiles are not included.

**Assumptions:**

- No profiles to be provided for the existing watermain.
- The City has provided watermain connection notes to be incorporated into the plans. These notes will be incorporated and no further changes will be needed.

**Deliverables:**

- Up to four (4) Watermain Profile sheets, 1":20' horizontal, 1":5' vertical

## Task 15 – Geotechnical Exploration

**Geotechnical Project Setup:** The Consultant will initiate the project and set up billing information in support of invoicing throughout the project.

**Geotechnical Project Management:** The Consultant will provide project management, including communications and coordination with the City of Mountlake Terrace (City). The Consultant will provide task management of geotechnical related aspects of the project. The Consultant will communicate with the City in the form of meetings, emails, and telephone calls, as necessary.

**Consultant Team Meetings:** The Consultant will meet with the City and/or design team to present our findings and discuss the geotechnical implications of our findings. We have assumed a maximum of three (3) virtual meetings, each no more than one (1) hour in length.

**Invoice Generation and Processing:** The Consultant will prepare monthly invoices, and progress reports, if required, for a total of twelve (12) months.

### Geotechnical Field Explorations

**Plan Geotechnical Exploration Program:** The Consultant will plan and coordinate a geotechnical exploration and well installation program. The program will consist of completing:

- Two (2) geotechnical borings with installation of monitoring wells along 234th Street SW between 56th Avenue W and 58th Avenue W;
- One (1) geotechnical boring with installation of a monitoring well along 56th Avenue W between 234th Street SW and 235th Street SW;
- One (1) geotechnical boring with installation of a monitoring well at the intersection of 58th Avenue W and 232nd Street SW;

**Conduct Utility Locates for Geotechnical Explorations:** Prior to generation of our geotechnical work plan, the Consultant will mark the proposed exploration locations and arrange for utility

locates using the Utility Notification Center. Utility location marks will be used to verify proposed exploration locations prior to development of traffic control plans.

**Second Utility Locates Site Visit:** The Consultant will make an additional site visit to verify that the proposed locations of the explorations are clear of utilities prior to finalizing the exploration plans and mobilizing any exploration equipment. Additionally, the Consultant will engage a private locating service to have conductible underground utilities located in the vicinity of the proposed borings. Non-conductible utilities (e.g., PVC and concrete pipe) cannot be located by the private locating service.

**Generate Exploration Work Plan Memorandum:** The Consultant will prepare a Geotechnical Work Plan Memorandum. The work plan will be submitted to the City for review and approval. The work plan will detail the type, location, and extent of proposed well installation and testing locations along with logistics necessary to perform the work such as traffic control plans and staging areas. We assume the required permits or rights-of-entries will be provided at no cost to the Consultant.

**Coordinating Permits:** The Consultant will coordinate all required right-of-way permits with the City for the geotechnical exploration program. This will include developing traffic control plans required for completion of work. Rights-of-entry, if required, will be provided to the Consultant prior to mobilization of any exploration equipment.

**Conduct Geotechnical Borings and Install Monitoring Wells:** The Consultant will advance three (3) geotechnical borings along the 234th Street SW and 56th Avenue W corridor and one (1) geotechnical boring at the intersection of 232nd Street SW and 58th Avenue W. All four (4) of these borings will be completed as monitoring wells to allow for future monitoring of water levels. The borings will be advanced to a depth of 30 feet. Exact locations will be determined after utility locations and access is determined.

All monitoring wells will be installed using a truck-mounted hollow stem auger drill rig. The Consultant assumes that completion of the geotechnical borings and installation of the proposed monitoring wells will take two (2) working days to complete. The Consultant assumes that traffic control will be required for all geotechnical borings and monitoring well installations and will consist of a temporary single lane closure with flaggers.

Each of the above-described geotechnical explorations will be logged by a Consultant representative. The Consultant has assumed that all work will be completed during typical workdays and work hours.

**Generate Exploration Logs and Assign Laboratory Testing:** HWA will prepare summary exploration logs for each exploration and perform laboratory testing to evaluate relevant physical properties of select soil samples. Depending on the type of soils encountered, laboratory testing could include determination of moisture content, grain-size distribution, and Atterberg Limits.

**Groundwater Well Monitoring**

**Conduct Groundwater Monitoring:** The Consultant will conduct groundwater readings in the four (4) monitoring wells installed. Readings will be taken two (2) times per year, at a six-month interval, for a total of one (1) year. The data will be processed and available to the City and design team by request.

**Geotechnical Design**

**Infiltration Analysis:** The Consultant will utilize data collected from infiltration testing to select an appropriate design infiltration rate for the subsurface soil in the project area.

**CONSULTANT QA/QC:** The Consultant will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team and the City.

**Prepare Draft Geotechnical Report:** The Consultant will prepare a draft geotechnical report for the project. This report will contain the results of the subsurface exploration program, including logs, laboratory test results, and a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; and geotechnical engineering recommendations for the design and construction of the proposed improvements.

**Prepare Final Geotechnical Report:** The Consultant will finalize the geotechnical report once we receive consolidated review comments from the design team and the City.

**Assumptions:**

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and groundwater (either sampled or spoils from excavation) are beyond this scope of services. If contaminated soils and/or groundwater are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated excavation spoils and related debris produced by the explorations will be transported off site for proper disposal by the excavation subcontractor.
- Explorations and testing will be completed in seven (7) days. All field work, including site reconnaissance, utility locates, excavation, and pilot infiltration testing, will be accomplished during normal daylight workdays and hours, with at least a minimum eight (8) hours available per day.
- Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of the excavations for the PITs.

**CITY OF MOUNTLAKE TERRACE**

Agreement with Perteet Inc.

November 22, 2024

---

- All excavations will be conducted within the City ROW and in areas outside of active travel lanes.
- The Consultant assumes no concrete pavement is present below the surface asphalt and assumes that saw cutting will not be required prior to excavation for the PITs.
- Any work to be completed extending through pavement will be located in adjacent parking lots or parking strips. Rehabilitation of pavement upon completion of the PITs will require cold-patch asphalt. No saw cutting of pavement, hot mix asphalt, or excavations through cement concrete pavement will be required. Pavement design will not be completed as part of this scope and any pavement work will consist of rehabilitation based on City standards.
- The Consultant assumes traffic control will consist of a temporary single lane closure, with flaggers, for all explorations.
- All required street use permits will be provided by others at no cost to HWA.
- All required rights-of-entry will be provided by others at no cost to the HWA.
- Exploration locations will be located using handheld GPS and measurement from existing known features.
- Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by the Consultant is not included.
- A site survey will be provided to the Consultant in support of design recommendations.
- The Consultant assumes that if any proposed exploration is near an existing tree, the City will determine if it is intended to be removed during construction or if it will remain. If it is to remain, the City will provide an arborist to determine if the exploration could impact the tree's critical root zone.

**Deliverables:**

- Monthly status reports and invoices.
- Subsurface Exploration Work Plan Memorandum.
- Draft Geotechnical Report
- Final Geotechnical Report

**CITY OF MOUNTLAKE TERRACE**

Agreement with Perteet Inc.

November 22, 2024

---

Requested

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

Approved:

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

Title

**Exhibit B**

**Consultant Fee Determination Summary**

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: Main Street Revitalization, Phases 2 and 3

Client: City of Mountlake Terrace

Consultant: Perteet

Perteet Project No. 20230184

Date: 11-25-24

<b>HOURLY COSTS</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Engineer/ Manager	6	\$251.56	\$1,509.36
Lead Engineer/ Manager	16	\$191.38	\$3,062.08
Lead Tech/ Designer	124	\$147.29	\$18,264.10
Engineer III	16	\$165.58	\$2,649.28
<b>Labor Total</b>	<b>162</b>		<b>\$25,484.82</b>

<b>SUBCONSULTANTS</b>
-----------------------

<u>Subconsultants</u>	<u>Amount</u>
HWA Geosciences, Inc.	\$47,412
<b>Total Subconsultants</b>	<b>\$47,412</b>

<b>CONTRACT TOTAL</b>	<b>\$72,896</b>
-----------------------	-----------------

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.

**Exhibit E**  
**Subconsultant Fee Determination Summary**

Subconsultant: HWA Geosciences, Inc.  
 Project: Main Street Revitalization, Phases 2 and 3  
 Client: City of Mountlake Terrace  
 Date: 11-25-24

<b>HOURLY COSTS</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal VIII	18	\$291.86	\$5,253.49
Geotechnical Engineer V	43	\$203.03	\$8,730.44
Geotechnical Engineer II	64	\$136.41	\$8,730.44
Principal IX	3	\$323.58	\$970.75
Hydrogeologist IV	2	\$190.34	\$380.69
Geotechnical Engineer VII	4	\$269.65	\$1,078.62
CAD	8	\$114.21	\$913.65
Admin Support	2	\$120.55	\$241.10
Contracts Admin	7	\$168.14	\$1,176.96
<b>Total Labor Costs</b>	<b>151</b>		<b>\$27,476.16</b>

<b>REIMBURSABLES</b>
----------------------

Field Work	\$2,535.40	1.0	\$2,535.40
Drilling	\$17,400.00	1.0	\$17,400.00
			<b>\$19,935</b>

<b>CONTRACT TOTAL</b>	<b>\$47,412</b>
-----------------------	-----------------





<b>Supplemental Agreement Number</b> <u>2</u>		Organization and Address	
Original Agreement Number N/A		Perteet, Inc. 2707 Colby Avenue, Suite 900 Everett, WA 98201 Phone: (425) 252-7700	
Project Number N/A	Execution Date February 1, 2024	Completion Date December 31, 2026	
Project Title Main Street Phase 2 & 3		New Maximum Amount Payable \$3,055,067.00	
Description of Work  See attached Exhibit A - Scope of Services.			

The Local Agency of City of Mountlake Terrace  
 desires to supplement the agreement entered in to with Perteet, Inc.  
 and executed on February 1, 2024 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
 The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
 See attached Exhibit A, Scope of Services.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

**III**

Section V, PAYMENT, shall be amended as follows:

Supplement 2 will reallocate existing budget (shown on Exhibit A), incorporate WSDOT accepted ICR's FYE 2023 for Perteet and subconsultants and add budget in the amount of \$168,894.00 for a new Maximum Amount Payable of \$3,055,067.00.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: City of Mountlake Terrace

*Jesse A Thomsen*

*Jeff Niten*

Jesse Thomsen, PE

Jeff Niten, City Manager

10/17/2024

Date

**SCOPE OF WORK**  
**City of Mountlake Terrace**  
**Main Street Revitalization, Phases 2 and 3**  
**Supplement No. 2**  
**Design Update and Additional Right-of-Way for 232nd Street SW and 234th Street SW**

## STATEMENT OF PURPOSE

The current scope of this project is to rehabilitate 56th Avenue W, as well as 232nd Street SW and 234th Street SW. This includes the complete design of the roadway rehabilitation, including base repair and complete pavement reconstruction in asphalt concrete pavement, curb ramp upgrades/replacements, bike lanes, traffic signal reconfiguration, lighting design, drainage improvements required to meet the current Drainage Code, grading, utility adjustments, sidewalk replacement, tree pits, and other related items.

The City of Mountlake Terrace (City) has requested further parcels be included with the Main Street Revitalization Phase 2 and 3 to include the following items:

- 24 additional appraisals
- 24 additional offer packages
- Up to 15 additional parcels for right-of-way acquisition
- Providing all escrow and closing services

The tasks for Right-of-Way (Tasks 8.1 and 8.2) associated with 232nd Street SW and 234th Street SW was scoped to 18 parcels. The number of parcels has changed to 24 parcels. Also, Task 8.3 for “Right-of-Way Appraisal and Acquisition Services” was scoped as an optional task, and this amendment switches it from an optional task to part of the contract for appraisals, determination of value (appraisal review), and preparation of the offer package for 24 additional parcels. This amendment also includes negotiation, administrative settlement, closing and escrow services, and associated work for up to 15 parcels.

After receiving public comment, the City has decided to pause the development of the 57th Avenue W corridor to a later date. With this in mind, Tasks 11 and 12 are becoming optional.

Storm drainage throughout the project has been revised to show a current design that includes infiltration and use of the City’s existing regional stormwater system in lieu of a vault along 234th Street SW. This design is based on an assumed design infiltration rate at this time until requested geotechnical investigations are completed. The size and type of drainage facilities proposed are subject to change depending on the ultimate design infiltration rates. This has been based on direction from the City to minimize impact to create adherence to the current NEPA approval and in process requested extension.

This amendment outlines the additional design efforts, supplemental services, and coordination required to achieve the City’s Project goals at the 100% submittal. The scope of work for Tasks 5.3 and 7.3 is supplemented with the following scope. Task 11.4 Phase 2B – 57th Avenue W conceptual design work is removed from the scope of work.

## Task 1 – Project Management

The additional work has increased coordination for disciplines, as well as expected bid time for the project. This has increased the amount of time needed for project management to coordinate efforts to complete task.

### Assumptions

- Phase 2 will go to bid at the end of 2026 and not 2025
- City will be applying for a RAISE grant to fund construction.
- City will be applying for a TIB grant to fund construction.
- If the City does not secure grants, an amendment will be written to redefine the project limits and update the plans for the revised footprint.

## Task 5 – 56th Avenue W – PS&E (Phase 2)

### 5.3 100% Submittal

The stormwater design is amended to include the following:

- Geotechnical and landscape coordination for the added BMP design elements.
- The selected project stormwater concept alternative will include up to seven (7) water quality facilities and up to seven (7) infiltration facilities.
- Additional potholes will be coordinated with the City and Prime Consultant based on storm drain conveyance updates from the original concept plans at the start of the project. Utility crossings on the stormwater profiles will be updated per potholes requested.
- O&M manuals will be prepared for the additional BMP facilities proposed and will be submitted as an attachment to the stormwater report.

The scope includes additional level of effort to address City comments on the 90% plans and update the drainage design per roadway changes anticipated from 90% City comments. The scope had previously assumed minimal changes at this design stage.

### Assumptions:

- The Consultant has assumed infiltration rates and groundwater depths based on initial geotechnical recommendations for the 90% submittal. Infiltration rate data will be reviewed when it is available and the 100% design updated per geotechnical recommendations.
- The 100% design will not be progressed without the infiltration data necessary to confirm the stormwater design.

## Task 7 – 232nd Street SW and 234th Street SW PS&E (Phase 2)

### 7.3 100% Submittal

The stormwater design is amended to include the following:

- Analysis of treatment and infiltration options to meet the City's goals of 100% infiltration (provided infiltration is found to be feasible) for 234th Street SW and drain 232nd Street SW towards the regional facility, or design treatment and infiltration facilities at that intersection.
- Geotechnical and landscape coordination for the added BMP design elements.
- The selected project stormwater concept alternative will include up to seven (7) water quality facilities and up to seven (7) infiltration facilities.
- An additional storm conveyance connection will be evaluated and may be shown at the 100% submittal on a new plan sheet and profile sheet to drain the intersection of 232nd Street SW and 58th Avenue W southward towards the storm drain connecting to the City's regional stormwater infiltration facility. If infiltration is feasible at this intersection, the conveyance connection will not be shown.
- Updates to the stormwater report to include infiltration design calculations and discussion per NEPA coordination and removal of the detention vault on 234th Street SW.
- Additional potholes will be coordinated with the City and Prime Consultant based on storm drain conveyance updates from the original concept plans at the start of the project. Utility crossings on the stormwater profiles will be updated per potholes requested.
- O&M manuals will be prepared for the additional BMP facilities proposed and will be submitted as an attachment to the stormwater report.

The scope includes additional level of effort to address City comments on the 90% plans and update the drainage design per roadway changes anticipated from 90% City comments. The scope had previously assumed minimal changes at this design stage.

Assumptions:

- The Consultant has assumed infiltration rates and groundwater depths based on initial geotechnical recommendations for the 90% submittal. Infiltration rate data will be reviewed when it is available and the 100% design updated per geotechnical recommendations.
- The 100% design will not be progressed without the infiltration data necessary to confirm the stormwater design.
- Water quality and infiltration stormwater facilities are required on 234th Street SW to provide 100% infiltration (if feasible) of the ROW drainage area between 58th Avenue W and 56th Avenue W to comply with NEPA as coordinated by the City.
- The City will determine if the regional stormwater facility design can accommodate the additional areas routed to it from the project improvements. The Consultant will identify the potential additional contributing areas.
- Utility crossings for the proposed new connection along 58th Avenue W are unknown. It is assumed the storm drain connection is feasible and utilities will be relocated as necessary should the 100% design continue to show the piped connection.
- It is assumed that if infiltration is feasible at the intersection of 232nd Street SW and 58th Avenue W, that infiltration facilities would be preferred in lieu of this new pipe connection. Pipe connection feasibility will be determined based on available as-built data.

## Task 8 – Right-of-Way 232nd/234th (Phase 2)

### 8.1 Prepare Property Owner Exhibits

Eighteen property owner exhibits are revised to 24 property owner exhibits.

### 8.2 Prepare Legal Descriptions

Eighteen legal descriptions are revised to 24 legal descriptions.

### 8.3 Right-of-Way Appraisal and Acquisition Services

This work will include preparing a right-of-way funding estimate, conducting appraisals and review appraisals, property owner negotiations and acquisition documentation, and WSDOT certification support. Assumes 24 parcels for appraisal and up to 15 parcels for negotiations.

Deliverables:

- Property owner exhibits (PDF format)
- Legal descriptions and exhibits (PDF format)
- Project right-of-way funding estimate
- Appraisal and review appraisal documentation
- Offer letters and project correspondence log for ROW negotiations

#### Title Searches and Review

- Create state and federal compliant project files for each parcel.
- Request the City order new and/or updates to existing title commitments.
- Review title reports for each parcel and identify each exception.
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction.

Deliverables:

- Up to 24 Title Review Summaries
- Up to 24 clearance/exception reports for approval by the City

#### Appraisal and Appraisal Review Coordination

- Coordinating appraisal task and any subconsultants.
- Providing all documentation required to complete appraisal report review, supporting the City's Determinations of Value.
- Integrating findings into offer packages.

Deliverables:

- Up to 24 Appraisals
- Up to 24 Review Appraisals

- Determinations of Value/Just Compensation for approval by the City

#### **Negotiations, Administrative Settlements, QA/QC**

- Project file set-up, reviewing of all appraisal and compensation data.
- Preparing, delivering, and presenting offer packages.
- Negotiating settlements, and drafting justification memos.
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process.
- Clearing encroachments to comply with federal and state requirements.
- Additionally, includes support preparing condemnation ordinance(s) when required.

#### **Deliverables:**

- Up to 24 additional offer packages
- Transmittal of executed acquisition documents where amicable settlements are approved by the City
- Condemnation packages where proposed settlements are not approved by the City
- Diaries (project correspondence log) for up to 15 additional negotiations

#### **WSDOT Certification and File Closeout**

- Collaborate with City during certification process.
- Setting up client escrow account or facilitating execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files.
- Setting up closed files to provide to WSDOT LAC.
- Addressing any issues or concerns raised by Local Programs.
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City.

#### **Deliverables:**

- Up to 15 parcel files for submission to WSDOT LAC for certification
- Certification letters and submissions for WSDOT LA

### **8.4 Acquisition Area Staking Services**

This work will include marking the boundaries of the proposed Right of Way and Easement Areas as requested in white paint and / or wooden stakes and lath.

## Change Management

### Supplemental Fees

Tasks 11 and 12 as identified in the original Agreement are eliminated from the Consultant services based on direction from the City. At the request of the City, the Consultant will apply the fee associated with Tasks 11 and 12 towards the task described within this scope of services for Amendment No. 2. The majority of the budget will go towards Task 8 and reimbursables for tasks associated with Task 8.

#### Project Engineering Fee Change Summary.

Task	Fee					
	Perteet	Concord	Osborn	Toole	Commonstreet	Psomas
Task 1 – Project Management	\$17,344	\$	\$	\$	\$	\$
Task 5 – 56th Avenue W – PS&E (Phase 2)	\$	\$	\$23,598	\$	\$	\$
Task 7 – 232nd Street SW and 234th Street SW PS&E (Phase 2)	\$	\$	\$21,337	\$	\$	\$
Task 8 – Right-of-Way 232nd/234th (Phase 2)	\$	\$	\$	\$	\$273,477	\$34,240
Task 11 – 57th Conceptual Design (Phase 3) (Optional Task)	\$(64,497)	\$(9,641)	\$(55,526)	\$(37,079)	\$	\$(34,240)
Task 12 – Preliminary (10%) Design Report and Cost Estimate (Phase 3) (Optional Task)	\$(112,955)	\$	\$	\$(19,989)	\$	\$
<i>Reimbursable</i>	\$	\$	\$	\$	\$132,825	\$
Subtotal	\$(160,108)	\$(9,641)	\$(10,591)	\$(57,068)	\$406,302	\$
Cumulative Change in Contract Fee:	\$168,894					



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 28, 2024

Perteet, Inc.  
2707 Colby Avenue, Suite 900  
Everett, WA 98201

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Denice Moan:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 192.30% of direct labor (rate includes 0.36% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Jul 1, 2024 06:44 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: BJO



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

February 29, 2024

Commonstreet Consulting, LLC  
100 S King Street, Ste. 100  
Seattle, WA 98104

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Melinda Diaz:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 119.58% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style.

[Schatzie Harvey \(Mar 1, 2024 07:02 PST\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:HK



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 28, 2024

Osborn Consulting, Inc.  
1800 112th Ave NE, Suite 220-E  
Bellevue, WA 98004

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Megan Isaacks:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 169.22% of direct labor (rate includes 0.13% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by D.L. Purvine, CPA, PLLC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Jul 1, 2024 06:41 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: BJO



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

July 31, 2024

Toole Design Group, LLC  
8484 Georgia Avenue, Suite 800  
Silver Springs, MD 2091

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Julie Albright:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 175.56% of direct labor (rate includes 0.10% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Withum Smith & Brown, PC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Aug 1, 2024 05:48 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:kb



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 20, 2024

Concord Engineering, Inc.  
2285 116<sup>th</sup> Ave NE  
Bellevue, WA 98004

Subject: Acceptance FYE 2023 ICR – Risk Assessment Review

Dear Irene Yang:


Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2023 ICR of 102.22%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Aug 22, 2024 06:59 PDT\)](#)

SCHATZIE HARVEY, CPA  
Contract Services Manager

SH:sms



**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

August 12, 2024

KPG Psomas  
3131 Elliott Avenue, Suite 400  
Seattle, WA 98121

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Tracy Zucker:


We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 174.17% of direct labor based on the "Independent CPA Report" prepared by K Coe Isom, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards,

  
[Schatzie Harvey \(Aug 12, 2024 11:19 PDT\)](#)  
SCHATZIE HARVEY, CPA  
Contract Services Manager

SH: kb



<b>Supplement 1</b> <b>Main Street Phase 2 &amp; 3 Agreement</b>	<b>Organization Name and Address:</b> <b>Perteet, Inc.</b> <b>2707 Colby Ave, Ste 900</b> <b>Everett, WA 98201</b>	
Original Agreement Number N/A	Execution Date 02/01/2024	Completion Date 12/31/2026
Project Number N/A	Original Amount Authorized	\$2,883,050.00
	Amount Previous Supplements	N/A
Project Title Main Street Phase 2 & 3	Amount This Supplement	\$3,123.00
	<b>New Maximum Amount Payable</b>	<b>\$2,886,173.00</b>
Description of Work: <b>Cultural Resources Compliance</b>		

The City of Mountlake Terrace desires to supplement the agreement entered into with Perteet, Inc. and executed on 02/01/2024.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SERVICES, is hereby supplemented to include: See Exhibit A

**III**

Section 3, COMPENSATION, shall be amended as follows: See Exhibit B

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: City of Mountlake Terrace

Jesse A Thomsen                      6/6/2024  
 Jesse Thomsen, PE                      Date

Jesse Hoffman                      6/6/2024  
 Jesse Hoffman                      Date  
 Public Works Director

**Exhibit A**

**May 22, 2024**  
**Scope of Work**  
**Main St Revitalization, Phase 2 and 3**  
**Amendment 1**  
**Cultural Resources EO-2102 Compliance**

**Statement of Purpose**

The City of Mountlake Terrace (CITY) is refining the Main Str Revitalization Phase 2 and 3 to include the following items:

Cultural Resources EO-2102 Compliance

The original goal of this project is to rehabilitate 56<sup>th</sup> Ave W, as well as 232<sup>nd</sup> St SW and 234<sup>th</sup> ST SW. This includes the complete design of the roadway rehabilitation, including base repair and complete pavement reconstruction in asphalt concrete pavement, curb ramp upgrades/replacements, bike lanes, traffic signal reconfiguration, Lighting design, drainage improvements required to meet the current Drainage Code, grading, utility adjustments, sidewalk replacement, tree pits, and other related items.

**Task 1 – Project Management**

The additional work has increased coordination for disciplines. This has increased the amount of time needed for project management to coordinate efforts to complete task.

**Task 15 – Environmental Permitting Support**

**15.1 Cultural Resources EO-2102 Compliance**

The project will use TIB funding, and is therefore subject to Governor’s Executive Order 21-02, which requires consultation with the Department of Archaeology and Historic Preservation (DAHP) and affected Tribes. The Consultant will assist the City in preparing an EZ-1 form to initiate consultation with the DAHP. The Consultant will also prepare letter template for initiating consultation with affected Tribes and supply a list of Tribal contacts.

- A project area map will be created by the Consultant based on 60% design information to illustrate the project footprint.
- Consultant planning staff will assist the City in preparation of the EZ-1 form.
- The EZ-1 form will be submitted to the DAHP by the City.
- Tribal Consultation letters will be sent to affected Tribes by the City.
- No meetings or fieldwork will occur.
- If warranted from the findings of DAHP or affected tribes, supplemental field efforts may be needed by the Consultant archeologist. These additional field and office efforts, coordination, and reporting would be considered an additional service and may be completed as a supplement to this Scope of Services. A detailed description of the services would be identified and coordinated with the City.

- The City is also seeking Federal funding for the project, if secured, Federal funding would make the project subject to Section 106 of the National Historic Preservation Act (NHPA), which may require additional cultural resources work as additional services.

Deliverables:

- EZ-1 form provided to Client for email submittal to the DAHP
- Tribal consultation letter template and address list provided to Client for mailing to affected Tribes on City letterhead and with City signature



Project Main Street Revitalization Phase 2 & 3- Cultural Resources EO-2102 Compliance

Contract Start Date 4/24/2024

Last Update date 5/22/2024

Client City of Mountlake Terrace

Contract End Date 9/25/2025

Perteet Project No. 20230184.0000S  
1

PM Rory Cameron

Contract Duration: 17 Months

Task	Billing Rate	Sr. Engineer / Mgr	Sr Planner/Cultural Resources Manager	Cultural Resources Specialist II	Total Hours	Labor Dollars
		\$245.19	\$175.36	\$132.37		
Task 1 - Project Management and Coordination		2.00			2.00	\$490.00
Total Task 1 - Project Management and Coordination		2.00	0.00	0.00	2.00	\$490.00
Task 15.1- Cultural Resources EO-2102 Compliance			12.00	4.00	16.00	\$2,634.00
Total Task 15.1- Cultural Resources EO-2102 Compliance		0.00	12.00	4.00	16.00	\$2,634.00
Total Hours		2.00	12.00	4.00	18.00	
Total Dollars		\$490.00	\$2,104.00	\$529.00		\$3,123.00

SUMMARY	
Labor	\$3,123.00
Expenses	\$0.00
Subconsultants	\$0.00
CONTRACT TOTAL	\$3,123.00

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

Agreement Number: \_\_\_\_\_

Firm/Organization Legal Name (do not use dba's): <b>Perteet, Inc.</b>	
Address <b>2707 Colby Ave, Ste 900, Everett, WA 98201</b>	Federal Aid Number <b>n/a</b>
UBI Number <b>601 288 065</b>	Federal TIN <b>91-1505037</b>
Execution Date <b>February 1, 2024</b>	Completion Date <b>December 31, 2026</b>
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title <b>City of Mountlake Terrace Main Street Phase 2 &amp; 3</b>	
Description of Work <b>See attached Exhibit A, Scope of Services</b>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: <span style="background-color: #d9e1f2; display: inline-block; width: 100px; height: 15px;"></span> Total Amount Authorized: \$2,683,050.00 Management Reserve Fund: \$200,000.00 Maximum Amount Payable: \$2,883,050.00	

## Index of Exhibits

<a href="#">Exhibit A</a>	Scope of Work
<a href="#">Exhibit B</a>	DBE Participation
<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

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

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

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

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

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

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

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

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

## **III. General Requirements**

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

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

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

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

In the absence of a mandatory 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: Rich Meredith  
 Agency: City of Mountlake Terrace  
 Address: 23204 58th Avenue W  
 City: Mountlake Terrace State: WA Zip: 98043  
 Email: [rmeredith@mltwa.gov](mailto:rmeredith@mltwa.gov)  
 Phone: (425) 744-6275  
 Facsimile:

If to CONSULTANT:

Name: Rory Cameron  
 Agency: Perteet, Inc.  
 Address: 2707 Colby Avenue, Suite 900  
 City: Everett State: WA Zip: 98201  
 Email: [rory.cameron@perteet.com](mailto:rory.cameron@perteet.com)  
 Phone: (425) 252-7700  
 Facsimile: (425) 339-6018

#### IV. Time for Beginning and Completion

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

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

## V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

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

Agreement Number:

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

## **XII. Legal Relations**

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Rich Meredith  
 Agency: City of Mountlake Terrace  
 Address: 23204 58th Avenue W  
 City: Mountlake Terrace State: WA Zip: 98043  
 Email: rmeredith@mltwa.gov  
 Phone: (425) 744-6275  
 Facsimile:

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

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

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third 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 AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

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

### **XVIII. Execution and Acceptance**

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

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

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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



Jeff Ntuen

2/2/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Jesse A Thomsen

2/5/2024

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# ***Exhibit A Scope of Work***

---

See attached Exhibit A - Scope of Work

Project No.

**EXHIBIT A**  
**SCOPE OF WORK**  
**City of Mountlake Terrace**  
**Main Street Reconstruction Project – Phases 2 and 3**

## PROJECT BACKGROUND/DESCRIPTION

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates for Phases 2 and 3 of the Main Street Reconstruction project (“Project”) for the City of Mountlake Terrace (“City”). Phase 2 includes final design for three roadway corridors: 56th Avenue W from 236th Street SW to 230th Street SW, 234th Street SW from 56th Avenue W to 58th Avenue W and 232nd Street SW from 56th Avenue W to 58th Avenue W.

This scope outlines the design efforts, supplemental services, and coordination required to achieve the City’s Project goals. Perteet. (“Consultant”) will provide the following services:

Phase 2 Improvements include the following project elements:

- Revised curb lines to remove curb bulbs (where possible)
- Revised ADA ramp design
- Revised driveway profiles
- Revised back of walk treatments (where necessary to standardize design elements)
- Revisions to the proposed surface water detention system
- Evaluate the need for additional surface water detention for future developments
- Inclusion of stormwater management facilities, as needed
- Replace existing 12 inch watermain with a new 16 inch Diameter water main on 56th Avenue W and extension of the new water main past the intersections improvements on 230th Street SW
- Revised locations for larger SnoPUD undergrounding structures to be behind the sidewalk
- Finalize undergrounding designs for 234th Street SW and 232nd Street SW
- Wider sidewalks on the north side of 234th Street SW
- Conversion of the RRFB systems design for the 234th Street SW and 230th Street SW intersections to full signal systems
- Conversion of the existing RRFB system at the 58th Avenue W and 236th Street SW intersection to a full signal
- Upgrades to the existing signal system at 56th Avenue W and 232nd Street SW
- Vehicle charging stations on 234th Avenue SW and 232nd Avenue SW
- Revised roadway illumination design on all three corridors
- Fiber interconnect for all signals on 56th Avenue W
- Revised channelization on 56th Avenue W
- Eliminate planter locations on 56th Avenue W

- Revise tree spacing based on updated illumination design for 56th Avenue W
- Revised planter designs on 234th Street SW and 232nd Street SW
- Revise irrigation designs on all three corridors
- Revised urban design elements
- Update property tie in details based on ROW/easement negotiations
- Coordinate with developers for frontage improvement designs

Phase 3 includes preliminary design (10% level) of 57th Avenue W between 230th Street SW and 236th Street SW. 57th Avenue W between 232nd Street SW and 236th Street SW will be a new roadway extension and will be designed as a Woonerf. Phase 3 elements include:

- Transportation Analysis and Reporting
- Alternatives Analysis (up to three options)
- Preliminary (10%) layout of preferred alternative
- Preliminary Illumination Analysis
- Design of decorative 5G poles to match the current decorative pole design
- Preliminary Stormwater Memorandum
- Preliminary Right-of-Way Determination and Cost Estimate
- Public Involvement
- Coordination with Utilities and Stakeholders
- Conceptual Cross Sections and Urban Design Report
- Urban Design Perspective
- Permit Matrix

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

## GENERAL PROJECT ASSUMPTIONS

The following assumptions were identified to provide direction with design:

- The project will pursue funding through RAISE grant, TIB Grant, PSRC/STP Grant, and other City funding sources.
- Updates to the current NEPA Documentation will NOT be required.
- The Project will require ROW Acquisition Services and all ROW Services rendered will assume federal funding, guidelines, and requirements.

- The Consultant shall prepare all drawings using AutoCAD Civil 3D 2022 and Consultant Drafting Standards.

#### City-Provided Items:

- Submittal reviews, comments, and approvals.
- Public notices, property owner mailings, postage.
- Host and update project website.
- Meeting room or virtual meeting arrangements and arrange for public open houses and community meetings.
- Right-of-entries for surveying, if required.
- Available traffic data and vehicle classification.
- Provide Consultant with existing record drawings (as-built plans) of street and public utilities (water, sanitary sewer, storm), right-of-way (ROW) plans, horizontal and vertical monument information, GIS maps and other applicable information, as may be available.
- Electronic native files from previous work-to-date on Phase 2 – including CADD basefiles, sheet files, drainage reports, and CADD exhibit files for reports.
- Record of comments on the last project submittal.
- Documentation of known stormwater conveyance capacity constraints in the project area and downstream, history of drainage complaints in the project area, and applicable basin plans.
- Provide Consultant with City Standard details to be incorporated into the project.
- Provide Consultant with all City standard contract documents, GSPs, and City bid forms in Microsoft Word, Microsoft Excel, and Adobe PDF formats, as applicable.

## SCOPE OF WORK

### Task 1 – Project Management and Coordination

Overall project management and coordination work elements include:

#### 1.1 General Project Management and Meetings

The Consultant will coordinate with the City of Mountlake Terrace on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. Regular communication with the City will occur on a weekly basis, including a weekly email summary of work completed and anticipated work the next week. The Consultant will prepare a Work Plan to be distributed at the project kickoff meeting. This work element will also include preparing an Action Items Log and a Record of Decision and keeping these updated throughout the duration of the project.

The Consultant will attend one (1) project kickoff meeting with the City and up to forty (40) project status meetings with the City. These meetings under this work element will include the following participation by the Consultant team:

- Kickoff meeting will include attended by Perteet discipline leads, with up to six (6) additional staff from the Perteet team.
- Up to forty (40) meetings attended by Perteet with up to two (2) staff from the Perteet team.
- Subconsultant attendance at meetings related to design work will be included under those individual design tasks.
- The Consultant will prepare agendas and meeting notes/action items and distribute to attendees.

In the event that the City has a change in the City's project manager, the Consultant will meet with the new project manager, provide a summary of design and progress, provide a summary of decisions made, and provide past deliverables to date. This effort is included in this task. If changes to completed design efforts and/or Scope of Services are requested due to the change in City's project manager, this will require a supplement to the Agreement.

## 1.2 Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for the project phases, through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City review, and then the Consultant will prepare two (2) schedule updates as the project progresses, when requested by the City. The Consultant will also manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

## 1.3 Progress Reports, Invoicing, Underutilized Disadvantaged Business Enterprise (UDBE) Reporting

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining. The monthly progress reports will also identify other issues that may be occurring, if any. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

Each month the Consultant will prepare a report showing the status progress towards meeting the UDBE goals and submit this to the City with the monthly progress report and invoice.

Assumptions:

- This contract duration shall be no longer than 24 months.
- Project kickoff meeting will be held at virtually or at the City's office.
- Project meetings will be held virtually.
- Maximum of two project schedule updates will be prepared.
- Meetings between Consultants will be conducted under other scope tasks.

Deliverables:

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Project Schedule (Microsoft Project format) and up to two updates
- Project Meeting Agendas for up to 40 meetings and notes/action items
- Invoices and Progress Reports
- UDBE Status Report

The Consultant will conduct a filed review and site walkthrough to identify items that have changed since the survey was completed and determine property restoration needs.

Deliverables:

- Monthly progress reports and invoices (24 months)
- Project Schedule and Updates

## **Task 2 – Review of Available Information (56th – Phase 2)**

The Consultant will review available information and files from the previous work on the Main Street project. The goal of the review is for the team to familiarize themselves with the design and identify opportunities for improving the design and areas that need to be finalized.

The Consultant staff will attend submittal review meetings with the City to review comments on the previous 90% submittal prior to updating the design for the 60% submittal.

Assumptions:

- The City will provide all available files from the previous design team.

Deliverables:

- Meeting agenda and note from the review meeting

## **Task 3 – Supplemental Survey and Basemapping (56th – Phase 2)**

The Consultant shall perform survey pick-ups of changed conditions along 56th Avenue W prior to the 100% Submittal. The basemap will be updated with the supplemental information.

CADD mapping work to prepare 1"=20' topographic basemap and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. KPG Psomas mapping standards and Civil 3D version 2018 will be utilized in basemap preparation.

Deliverables:

- Updated basemapping in CAD format

## **Task 4 – Right-of-Way Acquisition (56th – Phase 2)**

#### 4.1 Update Property Owner Exhibits

Property owner exhibits will be updated to address changes in frontage conditions associated with the sidewalk and structure relocations. It is assumed that 20 exhibits will require revisions.

Deliverables:

- Owner exhibits (PDF format)

#### 4.2 Update Legal Descriptions and Exhibits

The Consultant shall update legal descriptions and exhibits for parcels with changed conditions. Work will be performed by a licensed surveyor. Documents will be stamped and signed. Assumes 20 parcels will require revisions.

Deliverables:

- Legal descriptions (PDF format)

#### 4.3 Right-of-Way Appraisal and Acquisition Services

This work will include updating the right of way funding estimate based on revised right of way and easement needs, new appraisals, property owner negotiations and acquisition documentation, and WSDOT certification support. (Assumes 40 parcels).

Assumptions:

The ROW or Construction phase of the project will be eligible for federal funding and that WSDOT ROW Certification is required.

The City requires no more than forty (40) whole or partial acquisitions.

No design changes will occur after the initial appraisal assignment authorized.

Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.

No occupants or property will be displaced requiring relocation services and that no relocation services will be required.

The City will pay directly to provider all expenses for title commitments, recording fees, escrow services, and title insurance.

#### TASKS:

##### ROW Project Management

- Prepare for and lead monthly Right of Way Task Force Meetings;
- Prepare for and attend design development meetings as requested by the City or the project team;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;

- Review City's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements;
- Oversight of preliminary ROW activities to comply with WSDOT requirements;
- Provide oversight of ROW activities to comply with WSDOT certification requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks; and
- Coordinate ROW Cost Estimates and title reviews.

### **Title Searches and Review**

- Create state and federal compliant project files for each parcel;
- Request the City order new and/or updates to existing title commitments;
- Review title reports for each parcel and identify each exception;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction.

#### Deliverables:

- Up to 40 Title Review Summaries,
- Up to 40 clearance/exception reports for approval by City.

### **Appraisal and Appraisal Review Coordination**

- Coordinating appraisal task and any subconsultants;
- Providing all documentation required to complete appraisal report review, supporting City's Determinations of Value, and
- Integrating findings into offer packages.

#### Deliverables:

- Up to 40 Appraisals;
- Up to 40 Review Appraisals;
- Determinations of Value/Just Compensation for approval by City.

### **Negotiations, Administrative Settlements, QA/QC**

- Project file set-up, reviewing of all appraisal and compensation data;
- Preparing, delivering and presenting offer packages;
- Negotiating settlements, and drafting justification memos;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Clearing encroachments to comply with federal and state requirements; and
- Additionally, includes support preparing condemnation ordinance(s) when required.

#### Deliverables:

- **Up to 40 offer packages;**

- Transmittal of executed acquisition documents where amicable settlements are approved by the City;
- Condemnation packages where proposed settlements are not approved by the City;
- Diaries (project correspondence log) for up to 40 negotiations.

#### WSDOT Certification and File Close Out

- Collaborate with City during certification process;
- Setting up client escrow account or facilitating execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files;
- Setting up closed files to provide to WSDOT LAC;
- Addressing any issues or concerns raised by Local Programs;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City.

#### Deliverables:

- Up to 40 parcel files for submission to WSDOT LAC for certification;
- Certification letters and submissions for WSDOT LAC.

## Task 5 – 56th Avenue W – PS&E (Phase 2)

### 5.1 60% Submittal

The Consultant will update Existing plans based on comments received from the City, franchise utilities, and will incorporate available developer plans.

- Site Prep, Roadway, and Curb plans will be updated to standardize corner treatments, revise ADA ramps, eliminate curb bulbs where possible, revise corner radii for current design vehicles, adjust structure locations to behind the walk.
- Stormwater Design:
  - The Consultant will review available project background information including as-builts, critical areas, the 2022 project drainage report by KPG and associated project stormwater design, previous City comments, and GIS information.
  - The Consultant will delineate the project surface areas and update project requirements.
  - The selected project stormwater concept alternative will include up to two (2) on-site stormwater management (LID) facilities, one (1) water quality facility, and one (1) flow control facility.
  - The Consultant will prepare an updated Draft Drainage Report incorporating City comments and feedback since the previous project submittal, and per Ecology's 2019 Stormwater Management Manual for Western Washington (SWMWW). The Drainage Report will also include:
    - An Existing Conditions Exhibit showing minor and major hydrologic features, flood hazard areas, geologic hazard areas, aquifer and wellhead protection areas, and topographic information.
    - Updated Drainage Basin Map exhibit.

- Updated Flow Control Target Surfaces exhibit.
  - Updated Flow Control for TDAs exhibit.
  - Operations and Maintenance Manual (as applicable).
- Add a 16 inch water main between 236th Street SW and 230th Street SW
- Revise RRFB designs at 234th Street SW and 230th Street SW to full signal design, revise existing RRFB system at 58th Avenue W and 236th Street SW to a full signal system, upgrade signal at 56th Avenue W and 236th Street SW.
- Plans shall include pole footings, traffic signal poles with mast arms and streetlights, conduits, wiring, wiring terminations, pole schedules, junction boxes, controller cabinets and battery backup system, detection system, fiber optic interconnect and signal phasing, PTZ cameras, and all other associated equipment to provided complete signal system design.
- Redesign of the illumination system shall use requirements from the latest IES manual and requirement for 60-foot spacing requirement shall be omitted. AGi32 model shall be created and illumination design report shall be submitted. Coordination with the local power utility company and submitting electrical permit applications shall be done by the Consultant. Work shall include redesign of existing illumination system and plans shall include pole footings, poles and luminaires (per City standard details), conduits, wiring, junction boxes, service cabinets, and all other associated equipment to provided complete illumination system design.
- ITS fiber optic cabling shall be shown on illumination and signal plans only. Details will show one-line diagrams and splicing tables and no splicing diagrams shall be provided. Meeting with the City IT department shall be coordinated by the City project manager.
- .
- Provide structural design of walls and pole foundations.
- Revised private property frontage improvements.
- Revise landscaping, irrigation and urban design elements to align with sidewalk and illumination changes.
- Channelization and signing revisions.
  - Traffic control and detour plans will be prepared as part of 90% submittal.
- The Cost Estimate will be updated based on recent bid results and tracked inflation trends. For specialty items the Consultant will talk with vendors and suppliers to get accurate unit costs.
- QA/QC and constructability reviews will be performed by senior members of the design and construction services teams.

Assumptions:

- Updates will include elements required for federally funded project.
- The City will determine the available acreage the regional facility can accommodate to meet project flow control requirements. The Consultant can reconfirm contributing basin areas to the regional infiltration facility and compare the design land use with current land use changes, but will not model the regional facility.
- Only one (1) update to surface area tallies will be performed at the 60% design stage.

- The condition of existing stormwater pipes proposed to remain in place in the project limits will be assessed by others. The recommendation to replace existing pipes due to their condition will be by others.
- High groundwater is not anticipated per previous project geotechnical reports. Stormwater facilities will not include buoyancy calculations or underdrain design, unless otherwise recommended by a geotechnical engineer.
- The project is not anticipated to require stormwater treatment as previous report area tallies indicate new pollution generating areas are less than 5,000 square feet. The water quality facility included in the design scope is for replacement of an impacted bioswale per previous project reports. The provided replacement treatment is anticipated to be revised from a StormFilter facility to BioPod, or equivalent, treatment facility. No additional treatment will be required as a result of Endangered Species Act consultation.
- The Draft Drainage Report will encompass the Project work scheduled in Phase 2, including the final design for 232nd Street SW and 234th Street SW. Phase 3 stormwater requirements will be documented as part of the Phase 3 work.
- Stormwater conveyance and inlet spread calculations will not be included in the 60% Draft Drainage Report. Only minimal conveyance calculations will be performed for the alternative analysis effort to determine conveyance routing feasibility. Inlet spread and sag analysis will not be performed at this design stage.
- On-site stormwater management facility feasibility will be evaluated at 60%, but not included in the plans or details until infiltration testing confirms infiltration feasibility. These details are anticipated to be added at the 90% design phase, if applicable.
- Equipment specifications and cut sheets for small cell 5G Design will be provided by small cell service providers.

#### Deliverables:

- Updated design and illumination reports
- 60% Draft Drainage Report PDF)
- 60% Plans (PDF format)
- 60% Opinion of Cost (PDF and Excel)
- Completed QA/QC Checklist

## 5.2 90% Submittal

- 60% plans and reports will be updated based on comments received from the City, franchise utilities, and property owners during ROW negotiations.
- Conveyance calculations will be performed and included in the Final Drainage Report.
- Sag calculations will be performed and included in the Final Drainage Report, as applicable. Inlet spread analysis will not be performed.
- A Draft Construction Stormwater Pollution Prevention Plan (SWPPP) will be prepared using Ecology's SWPPP template. Temporary Erosion Control and Sediment (TESC) measures will be included on the Site Preparation Plans.
- 90% specifications will be developed based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed).

## CITY OF MOUNTLAKE TERRACE

Agreement with Perteet Inc.

January 2024

- 60% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the 90% plans, specifications, and estimate by senior staff members.

## Assumptions:

- Only one (1) iteration of stormwater area tally updates will be performed.
- Significant updates to stormwater requirements and design in this phase will be communicated to the City during scheduled meetings or via written email communication. There will be no resubmittal of the drainage report at this design phase.
- The Draft SWPPP will not include any supporting calculations.

## Deliverables:

- Updated design and illumination reports
- Draft SWPPP (PDF)
- 90% Plans (PDF format)
- 90% Opinion of Cost (PDF and Excel)
- 90% Specifications (Word format)
- Completed QA/QC Checklist

**5.3 100% Submittal**

- 90% plans and reports will be updated based on comments received from the City, franchise utilities, and property owners during ROW negotiations.
- 90% specifications will be updated based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed).
- 90% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the 100% plans, specifications, and estimate by senior staff members.

## Assumptions:

- No significant changes to stormwater design will occur at this design stage.
- Only one (1) iteration of area tally updates will be performed.
- Resubmittal of the Final Drainage Report will not be necessary.

## Deliverables:

- Updated design, illumination reports, Final Drainage Report (PDF format), Final SWPPP (PDF format)
- 100% Plans (PDF format)
- 100% Opinion of Cost (PDF and Excel)
- 100% Specifications (Word format)
- Completed QA/QC Checklist

#### 5.4 Bid Documents

- 100% plans will be updated based on comments received from the City, franchise utilities and property owners. Plans will be stamped and signed by licensed staff members.
- 100% specifications will be updated based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed). Specifications will be stamped and signed by a licensed engineer.
- 100% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the Bid Documents by senior staff members.

#### Deliverables:

- Updated design and illumination reports
- Signed Plans (PDF format)
- Final Opinion of Cost (PDF and Excel)
- Signed bid-ready Specifications (Word format)

### Task 6 – Supplemental Survey and Basemapping

The Consultant shall perform survey pick-ups of changed conditions along 232nd Street SW and 234th Street SW prior to the 90% submittal. The basemap will be updated with the supplemental information.

CADD mapping work to prepare 1"=20' topographic basemap and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. KPG Psomas mapping standards and Civil 3D version 2018 will be utilized in basemap preparation.

#### Deliverables:

- Updated basemapping in CAD format
- Legal descriptions and exhibits (PDF format)

### Task 7 – 232nd Street SW and 234th Street SW PS&E (Phase 2)

#### 7.1 60% Submittal

Existing plans will be updated based on comments received from the City, franchise utilities, and will incorporate available developer plans.

- Site Prep, Roadway, and Curb plans will be updated to standardize back of walk locations, where possible, include wider sidewalks on the north side of 234th Street SW, revised ADA ramps, elimination of curb bulbs where possible, revised corner radii for current design vehicles, revised undergrounding structure locations to behind the walk.
- The stormwater vault will be located on 234<sup>th</sup> St SW as previously designed, City will provide CAD files with vault in the preferred location of 234<sup>th</sup> St SW.
- Water main relocation to accommodate the detention tank.

## CITY OF MOUNTLAKE TERRACE

Agreement with Perteet Inc.

January 2024

- Finalize the aerial utility undergrounding design.
- Redesign of the illumination system shall use requirements from the latest IES manual and requirement for 60-foot spacing requirement shall be omitted. AGI32 model shall be created and illumination design report shall be submitted. Coordination with the local power utility company and submitting electrical permit applications shall be done by the Consultant. Work shall include redesign of existing illumination system and plans shall include pole footings, poles, and luminaires (per City standard details), conduits, wiring, junction boxes, service cabinets, and all other associated equipment to provided complete illumination system design.
- Preparation of potholing plans and performing potholing activities.
- Provide structural design of walls and pole foundations.
- Revise private property frontage improvements.
- Revise landscaping, irrigation, and urban design elements to align with sidewalk and illumination changes.
- Channelization and signing revisions.
- Traffic control and detour plans will be prepared at 90% level.
- The Cost Estimate will be updated based on recent bid results and tracked inflation trends. For specialty items the Consultant will talk with vendors and suppliers to get accurate unit costs.
- QA/QC and constructability reviews will be performed by senior members of the design and construction services teams.

## Assumptions:

- There will be no substantial changes to the vault design previously located at 234th St SW. The City will provide the CAD files and details for the submittal version with the vault location at 234th St SW.

## Deliverables:

- Updated design and illumination reports
- 60% Plans (PDF format)
- 60% Opinion of Cost (PDF and Excel)
- Completed QA/QC Checklist

**7.2 90% Submittal**

- 60% plans will be updated based on comments received from the City, franchise utilities, and property owners during ROW negotiations.
- 90% specifications will be developed based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed).
- 60% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the 90% plans, specifications, and estimate by senior staff members.

## Deliverables:

- Updated design and illumination reports
- 90% Plans (PDF format)
- 90% Opinion of Cost (PDF and Excel)
- 90% Specifications (Word format)
- Completed QA/QC Checklist

### 7.3 100% Submittal

- 90% plans will be updated based on comments received from the City, franchise utilities, and property owners during ROW negotiations.
- 90% specifications will be updated based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed).
- 90% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the 100% plans, specifications, and estimate by senior staff members.

#### Deliverables:

- Updated design and illumination reports
- 100% Plans (PDF format)
- 100% Opinion of Cost (PDF and Excel)
- 100% Specifications (Word format)
- Completed QA/QC Checklist

### 7.4 Bid Documents

- 100% plans will be updated based on comments received from the City, franchise utilities, and property owners. Plans will be stamped and signed by licensed staff members.
- 100% specifications will be updated based on City and franchise utility comments, current applicable WSDOT and APWA GSPs, and new City boilerplate (if needed). Specifications will be stamped and signed by a licensed engineer.
- 100% cost estimate will be updated to address unit prices and minor quantity changes.
- A QA/QC review will be performed on the Bid Documents by senior staff members.

#### Deliverables:

- Updated design and illumination reports
- Signed Plans (PDF format)
- Final Opinion of Cost (PDF and Excel)
- Signed bid ready Specifications (Word format)

## Task 8 – Right-of-Way 232nd/234th (Phase 2)

## 8.1 Prepare Property Owner Exhibits

Property owner exhibits will be prepared to identify specific changes to property frontages, driveway and restoration limits, landscaping, undergrounding structure locations, fence relocations, and other private property improvements. It is assumed that 18 exhibits will be required.

## 8.2 Prepare Legal Descriptions and Exhibits

The Consultant shall prepare legal descriptions and exhibits for right-of-way and easement acquisitions. Work will be performed by a licensed surveyor. Documents will be stamped and signed. Assumes 18 parcels will require legal descriptions and exhibits.

## 8.3 Right-of Way Appraisal and Acquisition Services (Optional Service)

This work will include preparing a right of way funding estimate, conducting appraisals and review appraisals, property owner negotiations and acquisition documentation and WSDOT certification support. Assumes 18 parcels.

Deliverables:

- Property owner exhibits (PDF format)
- Legal descriptions and exhibits (PDF format)
- Project right-of-way funding estimate
- Appraisal and review appraisal documentation
- Offer letters and project correspondence log for ROW negotiations

## Task 9 – Developer and Utility Coordination

### 9.1 Developer Coordination

The Consultant shall coordinate property frontage and utility improvements with developers along the 56th Avenue W, 230th Street SW, 232nd Street SW, and 234th Street SW corridors to ensure that improvements installed by developers match the City improvement tie in locations and elevations.

The Consultant will review developers plans, compare to the proposed project plans and mark up developer plans and provide the developer with the CADD files prepared for the City project.

### 9.2 Franchise Utility Coordination

The Consultant shall coordinate with franchise utility providers to ensure that proposed improvements avoid existing utilities where possible. Aerial utility undergrounding coordination meetings will be conducted to ensure that the franchise utility facility needs and design standards are being met. Meetings will be held before the 90% submittal and as needed to ensure that coordination issues are addressed prior to construction.

Assumptions:

- Joint Utility Trench and Vault locations will stay in the provided design location. Coordination will be to confirm the previous design and no relocation or resizing will be necessary.

- Three different development review – two reviews for each development
- One utility meeting per submittal, four meetings total, each meeting two hours

Deliverables:

- Developer plans – reviewed with comments
- Utility coordination log and meeting minutes

## Task 10 – Public Outreach

This task focuses on gathering information from the community and stakeholders to support development of a conceptual design of the 57th Avenue W pedestrian corridor that reflects the vision of the Town Center Subarea Plan and the community. The Consultant will work with the City and support a two-step outreach process that is accessible and encourages involvement from all members of the community.

### 10.1 Public Outreach Strategy

The Consultant will develop a public outreach strategy that identifies outreach goals, materials, methods of communication, targeted audiences, roles and responsibilities, and estimated timeline. The City will review and approve the strategy.

### 10.2 Step 1 – Information Gathering

For Step 1 of the public outreach, the Consultant will prepare outreach materials, develop the project website, and host an in-person visioning workshop. The project website will include a survey for those community members who are unable to attend the in-person workshop.

Outreach materials: Materials will include graphics for Facebook posts, flyers, and other methods of advertising the website and workshop. The Consultant will prepare displays for the visioning workshop.

Website: The Consultant will develop a project website to inform the community about the project, solicit community input, document project milestones, and solicit community feedback. The format for the website will be an ArcGIS Story Map, with a unique URL for public access. The website will contain graphics to help describe a pedestrian street and woonerf concepts and a map of the project area. The website will also include a survey to solicit the same type of feedback that will be gathered at the workshop. The website will go live after approval by the City.

Visioning Workshop: The Consultant, with support from the City, will host a public workshop for stakeholders and community members. The workshop will be open house style, with interactive displays intended to gather input from the community on what matters most to them in the new public space and how the community's character and diversity can be reflected in the conceptual design. Informational displays will contain information such as perspectives, aerial scroll plots and photos of similar project elements. Interactive displays will use stickers, sticky notes, or other methods to gather input from the community.

Step 1 Assumptions:

- The City will advertise the Story Map and workshop.

- The City will secure the location for the workshop.
- The City will provide staff to support the workshop.
- Up to four Consultant staff members will attend the workshop.
- The Story Map will be built on the City's ArcGIS Online account, with a username provided to the Consultant.

#### Step 1 Deliverables:

- Graphic for Facebook post
- Flyer
- Website
- Survey
- Workshop displays

### 10.3 Step 2 – Selecting the Preferred Alternative

After the Consultant team develops the conceptual design alternatives, the alternatives will be presented to the public to gather input and support the City's selection of the preferred alternative.

Outreach Materials: The Consultant will update the outreach materials to reflect the second step of the process and notify the community of the updated website, survey, and dates of any planned in-person events.

Website: The website will be updated to display the conceptual design alternatives drawings and description. The Consultant will develop a second survey to solicit feedback on the alternatives.

In-Person Event: If an opportunity aligns with the project schedule, the Consultant will prepare for and host a pop-up event in the Town Center. For the best results, the pop-up will need to occur when a separate event is planned that is already bringing community members to the Town Center. The pop-up will occur either on site of the proposed new street or nearby. The pop-up site will incorporate some temporary design features, such as benches, landscaping, or outside dining areas, as well as displays showing the proposed concept alternatives. The intent will be to give community members a feel for the street and also be given an opportunity to select their preferred alternative.

If a pop-up event is not feasible, the Consultant and City staff will identify other opportunities to reach the community and solicit input on the preferred alternative.

#### Step 2 Assumptions:

- The City will support the Consultant in securing a location for an in-person event or for identifying alternative outreach opportunities.
- The City will advertise the updated website and event.
- The City will support the Consultant in determining what resources are available to use as temporary design in the pop-up event.
- The City will provide labor and equipment, as necessary, to support set up of the pop-up event.
- The City will provide staff to attend the in-person event.
- Up to four Consultant staff members will attend the in-person event.

## Step 2 Deliverables:

- Updated website
- New Survey
- Pop-up design plan
- Displays of the conceptual design alternatives (developed in a separate task)
- Outreach materials

## Task II – 57th Avenue W Conceptual Design (Phase 3)

The Consultant shall identify and evaluate, through a public process, concept design alternatives for the 57th Avenue W corridor between 232nd Street SW and 236th Street SW, with the section between 232nd Street SW and 236th Street SW as a pedestrian priority street (woonerf or shared street design). The Consultant shall build on the work completed during the 57th Avenue W concept public outreach (Task 10) to establish the ROW centerline and limits, evaluate the proposed cross sections and develop a conceptual level roadway layout and an urban design package. Upon selection of the preferred concept design alternative, the Consultant will develop preliminary (10% level) plans and reports for the 57th Avenue W corridor between 232nd Street SW and 236th Street SW. On 57th Avenue W between 230th Street SW and 232nd Street SW, there is existing ROW with a two-lane travel way and parking and sidewalk/pedestrians pathway on the east side of the roadway. No right-of-way exists currently for the segment of 57th Avenue W between 232nd Street SW and 236th Street SW; however, the City has identified the preferred location of the 57th Avenue W ROW. The Consultant shall also develop a funding level cost estimate. Work to be included in the development of the 57th Avenue W preliminary concept design alternatives includes:

### II.1 Survey, Basemapping, and ROW Establishment

Establish horizontal and vertical control points along the corridor for field topographic survey. Basis of control will be NAD 83/2011 for horizontal, and NAVD 88 for vertical. Control points will be established and will be made available for use during design/construction. The Consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project.

#### Field survey within the project limits:

- Field survey of planimetric features, including not limited to road crown, edge of the pavement, existing curb and gutter, sidewalk, traffic striping/channelization, fire hydrants, water meters, existing walls, mailboxes, fences, trees, vegetation, utilities, buildings, structures and ROW centerline (where it exists). Topographic mapping of the existing ground will be taken at approximately at 25-ft intervals (to 2-ft. contour intervals).

#### Survey limits for the work element are:

- 57th Avenue W between 232nd Street SW and 236th Street SW – survey between the ROW limits developed during the design charrette and 20 ft on either side.
- Total length of 57th Avenue W survey – approximately 2,000 lineal feet.
- Included in this work element are location of walls, surface features (valves, manholes, catch basins, junction boxes, vaults, etc.). Irrigation systems will not be included. Perform observation and measure-

downs of existing storm drain catch basins and manholes and sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and the approximate size and location of pipes will be documented. These observations will be made from the surface.

The Consultant shall coordinate utility locates. Consultant shall subcontract with a utility locating company to paint conductible underground utility locations within the complete survey sections. Utility records collected by the locating company will be provided for our use. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

CADD mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. KPG Psomas mapping standards and Civil 3D version 2022 will be utilized in base map preparation.

Research Records. Determine which existing corners and monuments should be field located and surveyed. Calculations for ROW centerline alignment and ROW lines. Using the research information and the survey work described above, calculate location and surveyed corners, roadway features and monuments. The ROW centerline and margins will be defined geometrically using Washington State plane coordinates and stationing will be assigned to the alignment.

New ROW lines and centerline will be established between 232nd Street SW and 236th Street SW.

Deliverables:

- Electronic copies of the completed basemap and ROW maps will be delivered to the City.

## 11.2 Transportation Analysis Review

The Consultant will evaluate intersection and corridor improvements to develop recommendations for safety and mobility concerns. Intersection and corridor criteria for evaluation is expected to be based on

Assumptions:

- No modelling will be provided under this task.

Deliverables:

- Corridor Evaluation Memo

## 11.3 Alternatives Design Concepts

The Consultant will develop and evaluate up to three (3) concept design alternatives, developed during the workshops for 57th Avenue W within the established ROW which will include a two-block segment of a pedestrian priority street. Alternatives will establish preliminary dimensions and limits for travel lanes, parking lanes, planters, sidewalks, utility needs and other pedestrian amenities identified. The concepts will be shared with the community in workshop setting, identified in Task 10.2

This task will also include the following urban design elements, including development of urban design and landscape vision and opportunities, integration of urban design into baseline ROW improvements, analysis of future land use, and connectivity with active transportation network, transit, and key destinations.

The Consultant will prepare a draft Alternatives Technical Memorandum (approximately 20 pages, excluding exhibits) detailing the process of the selection and development, as well as the advantages and disadvantages, of each of the alternatives, including right-of-way impacts, drainage options, connectivity opportunities, impacts to the public, and long-term/short-term viability. The Consultant will work with the City to make and document a recommendation as to which alternative will meet the City's goals and serve the City's needs.

Assumptions:

- Up to three (3) concept design alternatives consisting of sections and intersection views will be evaluated in the Draft Alternatives Technical Memo.
- A planning level opinion of cost will be developed for each concept design alternative and will be included as part of the Draft Alternatives Technical Memo.
- The Consultant will attend one (1) review meeting to discuss the Draft Alternatives Technical Memo and address the City's questions and comments.

Deliverables:

- Draft Alternatives Technical Memo for review by the City (PDF Format)

#### **11.4 Alternatives Presentations and Preferred Alternative Selection**

The Consultant will prepare materials for and attend one (1) meeting to present the alternatives and recommendations to the City. One round of revisions will be made, and then the materials will be shared with the public for evaluation and selection.

The Consultant will then meet with the city again to determine select the preferred alternative based on public input and the evaluation in Task 11.3.

Assumptions:

- The presentations will be at the City offices, and the City will facilitate the presentations. All presentations are assumed to be virtual.
- In-person presentations can be done as an optional service.

Deliverables:

- Materials required for the presentations, assumed to be roll plots, cross-sections and graphics, with one round of review
- Final Alternatives Technical Memo (PDF Format), incorporating revisions to the Draft Alternatives Technical Memo

#### **11.5 Preliminary Stormwater Analysis (Osborn)**

The Consultant will evaluate the preferred design alternative to determine preliminary project stormwater requirements. The stormwater design will be based on the Draft 2024 SWMWW, 2024 SWMWW, or current SWMWW version per coordination with the City. The design will show mainline stormwater conveyance routing and stormwater facility type and areas as applicable in a CADD base map for incorporation into project scroll plots and exhibits by others.

The Preliminary Stormwater Memorandum will include:

- A project vicinity map
- A drainage basin map
- A summary of minimum requirement applicability
- A table summary of stormwater surface areas

The Consultant shall also prepare an preliminary funding level stormwater cost estimate for the 57th Avenue W corridor improvements, to be included in the project-level estimate submitted in a separate task.

Assumptions:

- Concept-level BMP modeling will be performed to evaluate feasibility of a new regional stormwater treatment and detention facility in the 57th Ave W project corridor.

The Consultant will confirm the design manual version with the City for this corridor prior to beginning work on this task

Deliverables:

- Preliminary Stormwater Memorandum (PDF)

## 11.6 Preliminary Illumination Analysis (Concord and Perteet)

The Consultant will evaluate the preferred design alternative to determine preliminary luminaire spacing requirements and determination of locations for 5G poles. The Consultant shall use decorative pedestrian and roadway illumination pole designs from Phase 2. The Consultant shall coordinate with telecom providers for locations for 5g poles along the proposed corridor.

Assumptions:

- The Consultant shall use decorative pedestrian and roadway illumination pole designs from Phase 2.
- 5G Design will include: Coordination with small cell providers/carriers to determine their equipment requirements and specifications and discuss technical issues for wiring and equipment attachments. Provide design for and CAD drawings for carrier specified equipment concealed within the poles, provide design and CAD drawings for optional equipment concealment in alternate structures (e.g. trash receptacles). Identify conduit system for future installation (if required), provide modified pole foundation design (larger bolt circle), and coordinate with the City production of standard details

Deliverables:

- AGi32 layout

## 11.7 Urban Design Report (Toole)

The Consultant shall prepare an Urban Design Report for the 57th Avenue W corridor. This report will include development of preliminary concepts for landscaping and urban design elements that will give the corridor the desired placemaking and urban corridor feel.

The Urban Design Report will include the following illustrations:

- Illustrative Roadway Section
- Roadway Photo Simulation (1)
- Urban Design Palette – Benches, Bollards, Trash Receptacles, Bike Racks
- Intersection Diagram with Decorative Surface Features
- Plant and Tree Palette
- Planter Fencing and Tree Grates

Deliverables:

- Draft and Final Urban Design Report (PDF format)

Assumptions:

- Assumes development of landscaping and urban design elements identified during the design charrette

## 11.8 Right-of-Way Acquisition (Preliminary Real Estate Estimate)

The Consultant shall prepare a Preliminary Real Estate Cost Estimate for the purpose of right-of-way budgeting.

Following the review of the 10% Design right-of-way plan, EPIC land solutions will prepare a Preliminary Real Estate Cost Estimate based on impacted parcels as indicated in the 10% Design. The worksheets will include property information, zoning, acquisition type, assessed value, and estimated market land value. Additionally, the worksheets will include all potential costs to cure, and other acquisitions negotiation related to costs. The purpose of this report will be to capture potential real estate costs for budgeting purposes only. (For additional scope details see EPIC Land Solutions scope and fee breakdown.)

Assumptions:

- The purpose of this estimate will be to capture potential real estate costs and associated administrative fees for project cost estimating.

Deliverables:

- PDF and Excel of the Real Estate Cost Estimate

## 11.9 Permit Matrix (Perteet)

The Consultant shall develop a permit matrix for the 57th Avenue W project. The matrix will assume involvement of federal funds from WSDOT/FHWA which triggers the requirement for the project to comply with the National Environmental Policy Act (NEPA), with FHWA as the federal lead entity.

The Consultant will research and list the anticipated NEPA permit requirements and provide an estimated timeline for permit approvals. Expected permit elements include: a biological assessment (required if the project

creates pollution generating surfaces), noise and air pollution impacts, environmental justice, hazardous materials, and a cultural resources review.

Assumptions:

- Permit documentation preparation is not included under this task.

Deliverables:

- Permit Matrix (Excel Version)

## Task 12 – Preliminary (10%) Design Report and Cost Estimate (Phase 3)

The Consultant shall prepare a preliminary design report that identifies the codes, regulations and design guidance used to develop the preferred option to the 10% level. The report will include pertinent information from the various design disciplines that will outline project elements and constraints.

The Consultant shall also prepare and preliminary funding level cost estimate for the 57th Avenue W corridor improvements.

Deliverables:

- Preliminary Design Report (PDF format)
- 10% scroll plot of preferred alternative (ACAD DWG files and PDF format)

## Task 13 – Grant Funding Support

The Consultant will support the City to apply for grant funding for design, right-of-way and construction costs. Grant support could include preparing grant applications, preparation of graphics and cost estimate and participating in presentations to selection committees. Potential grant programs appropriate for this project include RAISE grant, PSRC Regionwide, PSRC Transportation Alternatives Program, TIB.

Assumptions:

- Grant support will be limited to the hours and budget assigned to Task 12.

## Task 14 – Bid Support Services

The Consultant will provide the following services during the bidding period:

- The Consultant staff will attend one (1) project-related “Pre-Bid” meeting lasting one (1) hour with City staff and potential bidders if scheduled by the City.
- The Consultant will respond to Mountlake Terrace questions concerning the PS&E that may be generated by potential bidders. The Consultant will not respond to questions directly from potential bidders.
- The Consultant will prepare documents as needed to respond to bidder inquiries and to support the issuance of addenda.
- The Consultant will prepare conformed plans incorporating addenda.

Deliverables:

- Conformed plans

## OPTIONAL ADDITIONAL SERVICES

The City may require additional services of the Consultant. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. This work may include items identified in the current WE authorizations as well other items, which may include, but are not necessarily limited to the following:

- Providing Additional Public Outreach
- Providing in-person outreach presentations
- Providing design for sewer replacement or relining on Main Street Phase 2
- Providing Right of Way for 232<sup>nd</sup> St SW and 234<sup>th</sup> St SW for Phase 2
- Providing Geotechnical Services
- Providing permitting services for Phase 2
- Providing Final Design and Right-of-Way Services for Phase 3
- Providing Construction Engineering Support Services
- Providing Construction Administration Services

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

**Exhibit B**  
**DBE Participation Plan**

---

Concord Engineering, Inc. and Osborn Consulting, Inc qualify as DBE and WBE.

See attached Exhibit B.

## EXHIBIT B

<b>Firm</b>	<b>Role</b>	<b>SBE</b>	<b>Anticipated % of Work</b>
<b>Perteet</b>	Prime	No	40%
<b>Osborn Consulting, Inc.</b>	Storm Drainage	Yes (DBE, WBE)	15%
<b>Commonstreet</b>	Right of Way	No	21%
<b>Concord Engineering, Inc.</b>	Traffic Signal, Illumination, and ITS	Yes (DBE, MWBE)	12%
<b>Toole Design</b>	Urban Design	No	6%
<b>KPG Psomas</b>	Survey and Basemapping	No	6%

**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

Survey prepared by KPG Psomas using AutoCAD 2018 compatible file format

B. Roadway Design Files

Prepared following Mountlake Terrace, WSDOT, Department of Ecology

C. Computer Aided Drafting Files

Prepared using AutoCAD. Files to be submitted in AutoCAD 2018 file format.

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

Agency will review and provide comments at the 60%, 90%, and 100% submittals. Agency will provide comments in an excel format supplemented with PDF markups.

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

Refer to attached scope of services.

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

Refer to attached scope of services.

**II. Any Other Electronic Files to Be Provided**

Refer to attached scope of services.

**III. Methods to Electronically Exchange Data**

Consultant shall submit via Consultant's SharePoint Site

A. Agency Software Suite

Office/AutoCAD/Bluebeam

B. Electronic Messaging System

Email

C. File Transfers Format

SharePoint

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

---

See attached Exhibit D - Detailed Fee Computations and Indirect Cost Rate (ICR)



EXHIBIT D

Project Main St Revitalization Phase 2, 56th Ave W Contract Start Date 2/5/2024 Last Update date 1/25/2024  
 Client City of Mountlake Terrace Contract End Date 1/30/2026 Perteet Project No. 20230184.0000  
 PM Rory Cameron Contract Duration: 23 Months

Task	Principal	Director	Sr. Associate	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Engineer III	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Lead Technician/ Designer	Sr Planner/Cultural Resources Manager	Planner III	Planner I	Accountant	Mkt Proposal Mgr	Total Hours	Labor Dollars		
Task	Billing Rate	\$413.35	\$296.17	\$270.67	\$245.19	\$213.35	\$240.41	\$165.58	\$130.68	\$130.56	\$140.94	\$124.19	\$140.11	\$130.68	\$197.43	\$180.61	\$162.21	\$93.62	\$174.60	\$143.29			
<b>Task 1 - Project Management and Coordination</b>																							
General Project Management	30.00				50.00																80.00	\$24,660.00	
Project Schedule, Budget and Team Management	24.00				120.00													12.00			156.00	\$41,439.00	
Progress Reporting and Invoice					24.00													24.00			48.00	\$10,075.00	
<b>Total Task 1 - Project Management and Coordination</b>	<b>54.00</b>	<b>0.00</b>	<b>0.00</b>	<b>194.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36.00</b>	<b>0.00</b>	<b>284.00</b>	<b>\$76,174.00</b>
<b>Task 2 - Review Available Info</b>				2.00	8.00		8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00						66.00	\$10,433.00	
<b>Total Task 2 - Review Available Info</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>	<b>8.00</b>	<b>0.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>66.00</b>	<b>\$10,433.00</b>
<b>Task 3 - Supplemental Survey and Basemapping (56th - Phase 2)</b>				4.00	12.00																16.00	\$3,541.00	
<b>Total Task 3 - Supplemental Survey and Basemapping (56th - Phase 2)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>\$3,541.00</b>	
<b>Task 4 - R/W (56th - Phase 2)</b>				24.00	24.00																48.00	\$11,005.00	
<b>Total Task 4 - R/W (56th - Phase 2)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>48.00</b>	<b>\$11,005.00</b>	
<b>Task 5 - 56th Ave W - PS&amp;E (Phase 2)</b>																							
60% PS&E		16.00	32.00	32.00	64.00	16.00	64.00	64.00	128.00	64.00	128.00	128.00	128.00	128.00	128.00						992.00	\$159,267.00	
90% PS&E		16.00	16.00	32.00	64.00	16.00	64.00	64.00	128.00	64.00	128.00	128.00	128.00	128.00	128.00						976.00	\$154,937.00	
100% PS&E		12.00	12.00	24.00	48.00	12.00	48.00	48.00	96.00	48.00	96.00	96.00	96.00	96.00	96.00						732.00	\$116,203.00	
Bid Ready PS&E		6.00	12.00	12.00	24.00	6.00	24.00	24.00	48.00	24.00	48.00	48.00	48.00	48.00	48.00						372.00	\$59,725.00	
<b>Total Task 5 - 56th Ave W - PS&amp;E (Phase 2)</b>	<b>0.00</b>	<b>50.00</b>	<b>72.00</b>	<b>100.00</b>	<b>200.00</b>	<b>50.00</b>	<b>200.00</b>	<b>200.00</b>	<b>400.00</b>	<b>200.00</b>	<b>400.00</b>	<b>400.00</b>	<b>400.00</b>	<b>400.00</b>	<b>400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,072.00</b>	<b>\$490,132.00</b>	
<b>Task 6 - Survey and Basemapping - 232nd/234th (Phase 2)</b>																							
<b>Total Task 6 - Survey and Basemapping - 232nd/234th (Phase 2)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	
<b>Task 7 - PS&amp;E 232nd/234th (Phase 2)</b>																							
60% PS&E		6.00		12.00	24.00	6.00	24.00	24.00	48.00	24.00	48.00	48.00	48.00	48.00	48.00						360.00	\$56,477.00	
90% PS&E		6.00		12.00	24.00	6.00	24.00	24.00	48.00	24.00	48.00	48.00	48.00	48.00	48.00						360.00	\$56,477.00	
100% PS&E		4.00		8.00	16.00	4.00	16.00	16.00	32.00	16.00	32.00	32.00	32.00	32.00	32.00						240.00	\$37,652.00	
Bid Ready PS&E		4.00		8.00	16.00	4.00	16.00	16.00	32.00	16.00	32.00	32.00	32.00	32.00	32.00						240.00	\$37,652.00	
<b>Total Task 7 - PS&amp;E 232nd/234th (Phase 2)</b>	<b>0.00</b>	<b>20.00</b>	<b>0.00</b>	<b>40.00</b>	<b>80.00</b>	<b>20.00</b>	<b>80.00</b>	<b>80.00</b>	<b>160.00</b>	<b>80.00</b>	<b>160.00</b>	<b>160.00</b>	<b>160.00</b>	<b>160.00</b>	<b>160.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>\$188,258.00</b>	
<b>Task 8 - R/W 232nd/234th (Phase 2)</b>				96.00																	96.00	\$23,538.00	
<b>Total Task 8 - R/W 232nd/234th (Phase 2)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96.00</b>	<b>\$23,538.00</b>	
<b>Task 9 - Developer and utility coordination</b>																							
Developer coordination		24.00		6.00	24.00	24.00															78.00	\$19,470.00	
Utility coordination		16.00		8.00	16.00	24.00															64.00	\$15,884.00	
<b>Total Task 9 - Developer and utility coordination</b>	<b>0.00</b>	<b>40.00</b>	<b>0.00</b>	<b>14.00</b>	<b>40.00</b>	<b>48.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>142.00</b>	<b>\$35,353.00</b>	
<b>Task 10 - Public Outreach</b>																							
Public Outreach Strategy				5.00											5.00						10.00	\$2,129.00	
Step 1-Information Gathering				26.00											40.00	4.00	20.00			4.00	94.00	\$16,694.00	

Task	Billing Rate	Principal	Director	Sr. Associate	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Engineer III	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Civil Designer II	Lead Technician/ Designer	Sr Planner/Cultural Resources Manager	Planner III	Planner I	Accountant	Mkt Proposal Mgr	Total Hours	Labor Dollars	
Step 2-Selecting the Preferred Alternative		\$413.35	\$296.17	\$270.67	\$245.19	\$213.35	\$240.41	\$165.58	\$130.68	\$130.56	\$140.94	\$124.19	\$140.11	\$130.68	\$197.43	\$180.61	\$162.21	\$93.62	\$174.60	\$143.29			
<b>Total Task 10 - Public Outreach</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>55.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>81.00</b>	<b>4.00</b>	<b>32.00</b>	<b>0.00</b>	<b>6.00</b>	<b>202.00</b>	<b>\$37,740.00</b>	
<b>Task 11 - 57th Conceptual Design (Phase 3)</b>																							
Survey, Basemapping and ROW Establishment					8.00																8.00	\$1,962.00	
Transportation Analysis					12.00	40.00							80.00								132.00	\$22,685.00	
Cross Section Alternatives					8.00	24.00							40.00								72.00	\$12,686.00	
Preliminary Surface Water Analysis					4.00	16.00															20.00	\$4,394.00	
Preliminary Illumination					4.00																4.00	\$981.00	
Urban Design Report					4.00	8.00															12.00	\$2,688.00	
Preliminary R/W Estimate					8.00	16.00							40.00								64.00	\$10,979.00	
Permit Matrix				12.00	4.00												24.00				40.00	\$8,122.00	
<b>Total Task 11 - 57th Conceptual Design (Phase 3)</b>	<b>0.00</b>	<b>0.00</b>	<b>12.00</b>	<b>52.00</b>	<b>104.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>160.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>352.00</b>	<b>\$64,497.00</b>	
<b>Task 12 - Preliminary (10%) Design Report and Cost Estimate (Phase 3)</b>		12.00		24.00	48.00	12.00	48.00	48.00	96.00	48.00	96.00	96.00	96.00	96.00	96.00						720.00	\$112,955.00	
<b>Total Task 12 - Preliminary (10%) Design Report and Cost Estimate (Phase 3)</b>	<b>0.00</b>	<b>12.00</b>	<b>0.00</b>	<b>24.00</b>	<b>48.00</b>	<b>12.00</b>	<b>48.00</b>	<b>48.00</b>	<b>96.00</b>	<b>48.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>96.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>720.00</b>	<b>\$112,955.00</b>	
<b>Task 13 - Grant Funding Support</b>				4.00	16.00										16.00						36.00	\$7,284.00	
<b>Total Task 13 - Grant Funding Support</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36.00</b>	<b>\$7,284.00</b>	
<b>Task 14 - Bid Support Services</b>			2.00	6.00	12.00		6.00	6.00							8.00						40.00	\$7,930.00	
<b>Total Task 14 - Bid Support Services</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>	<b>6.00</b>	<b>12.00</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>40.00</b>	<b>\$7,930.00</b>	
<b>Total Hours</b>		<b>54.00</b>	<b>122.00</b>	<b>86.00</b>	<b>615.00</b>	<b>568.00</b>	<b>130.00</b>	<b>342.00</b>	<b>342.00</b>	<b>664.00</b>	<b>336.00</b>	<b>664.00</b>	<b>824.00</b>	<b>656.00</b>	<b>672.00</b>	<b>97.00</b>	<b>28.00</b>	<b>32.00</b>	<b>36.00</b>	<b>6.00</b>	<b>6,274.00</b>		
<b>Total Dollars</b>		<b>\$22,321.00</b>	<b>\$36,133.00</b>	<b>\$23,277.00</b>	<b>\$150,793.00</b>	<b>\$121,182.00</b>	<b>\$31,254.00</b>	<b>\$56,630.00</b>	<b>\$44,694.00</b>	<b>\$86,689.00</b>	<b>\$47,355.00</b>	<b>\$82,461.00</b>	<b>\$115,450.00</b>	<b>\$85,728.00</b>	<b>\$132,671.00</b>	<b>\$17,520.00</b>	<b>\$4,542.00</b>	<b>\$2,996.00</b>	<b>\$6,285.00</b>	<b>\$860.00</b>		<b>\$1,068,840.00</b>	

Expenses:	
Mileage - \$.67	319
Printing	1,500
<b>Totals:</b>	<b>1,819</b>

Subconsultant Fees:	Cost	Markup	Bill
Commonstreet Consulting, LLC	569,834		569,834
Concord Engineering, Inc.	311,442		311,442
KPG, P.S.	152,360		152,360
Osborn Consulting, Inc.	408,017		408,017
Toole Design Group, LLC	170,738		170,738
<b>Totals:</b>	<b>1,612,391</b>		<b>1,612,391</b>

SUMMARY	
Labor	\$1,068,840.00
Expenses	\$1,819.00
Subconsultants	\$1,612,391.00
<b>CONTRACT TOTAL</b>	<b>\$2,683,050.00</b>

## EXHIBIT D-1

Perteet, Inc.

2707 Colby Avenue, Suite 900

Everett, WA 98201

Negotiated Hourly Rate Sheet

City of Mountlake Terrace Main St. Revitalization Phase 2, 56th Avenue W.

Overhead:  
188.43%Fixed Fee:  
30%

Job Classification	Direct Labor (DL)		Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing
Principal	129.81	244.60	38.94	413.35
Director	118.84	223.93	35.65	378.42
Sr. Associate	90.00	169.59	27.00	286.59
Sr. Engineer/Manager	79.00	148.86	23.70	251.56
Lead Engineer/Manager	60.10	113.25	18.03	191.38
Engineer III	52.00	97.98	15.60	165.58
Civil Designer II*	46.50	87.62	13.95	148.07
Civil Designer I*	38.50	72.55	11.55	122.60
Lead Tech/Designer	62.00	116.83	18.60	197.43
Technician III	41.50	78.20	12.45	132.15
Technician I	26.00	48.99	7.80	82.79
Sr. Construction Technician	54.00	101.75	16.20	171.95
Construction Technician I	34.62	65.23	10.39	110.24
Construction Observer II	41.00	77.26	12.30	130.56
Construction Observer I	39.00	73.49	11.70	124.19
Sr. Construction Observer	43.00	81.02	12.90	136.92
Construction Specialist II	46.00	86.68	13.80	146.48
Construction Supervisor	85.01	160.18	25.50	270.70
Sr. Construction Manager	72.00	135.67	21.60	229.27
Sr. Planner	56.72	106.88	17.02	180.61
Sr. Ecologist	63.21	119.11	18.96	201.28
Lead Environmental Scientist	54.60	102.88	16.38	173.86
Planner III	50.94	95.99	15.28	162.21
Planner II	38.00	71.60	11.40	121.00
Planner I	29.40	55.40	8.82	93.62
Cultural Resources Specialist II	41.57	78.33	12.47	132.37
Cultural Resources Specialist I	31.50	59.36	9.45	100.31
Controller	68.25	128.60	20.48	217.33
Accountant	54.83	103.32	16.45	174.60
Clerical	35.55	66.99	10.67	113.20

\*Note: Classification Title Changes - In order to specifically adhere to the experience requirements in RCW 18.43.040 relating to engineering registration, we are revising the following classifications titles:

Engineer I and II - now Civil Designer I and II

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.

## ***Exhibit E***

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

---

If no sub-consultant participation listed 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.

See attached Exhibit E fee calculations and Indirect Cost Rate (ICR)

**EXHIBIT E - CONCORD ENGINEERING**

**Subconsultant Fee Determination Summary Sheet**

Subconsultant: Concord Engineering

Project: Main Street Reconstruction Project – Phases 2 and 3

Client: City of Mountlake Terrace

**All INCLUSIVE RATES**

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Principal Engineer and QC Reviewer (Senior Engineer 7)	142	x	\$ 251.11	=	\$35,658
Senior Engineer 6	476	x	\$ 233.88	=	\$111,327
Senior Engineer 2	512	x	\$ 187.10	=	\$95,797
Assistant Engineer 5	560	x	\$ 118.17	=	\$66,176
Admin (Project Coordinator 3)	24	x	\$ 92.32	=	\$2,216
Title		x		=	\$0
Title		x		=	\$0
Title		x		=	\$0
Title		x		=	\$0
Title		x		=	\$0
Title		x		=	\$0
Title		x		=	\$0
			<b>Direct Salary Costs</b>	=	<b>\$311,174</b>
			<b>TOTAL DIRECT SALARY X OH AND FF</b>	=	<b>\$311,174</b>

**REIMBURSABLES**

Mileage				\$	268.00
Xerox Copies					\$0
			<b>TOTAL REIMBURSABLE COST =</b>	\$	<b>268.00</b>

**CONTRACT TOTAL**

=

**\$311,442**

Prepared By:

Date: January 25, 2024

[https://perceet.sharepoint.com/sites/ActiveProjects/20230184Mountlake\\_TerraceMainSt\\_Ph2Internal/Project Management/Scope and Fee/Tools/\[Copy of Subconsultant\\_MLT Main St Revitalization Rate Table\\_1-23-2024\\_Tool.xls\]](https://perceet.sharepoint.com/sites/ActiveProjects/20230184Mountlake_TerraceMainSt_Ph2Internal/Project%20Management/Scope%20and%20Fee/Tools/[Copy%20of%20Subconsultant_MLT%20Main%20St%20Revitalization%20Rate%20Table_1-23-2024_Tool.xls])

## Exhibit E-1 - Concord Engineering

Prime: Perteet, Inc.  
 Subconsultant: Concord Engineering  
 Negotiated Hourly Rate Sheet  
 City of Mountlake Terrace Main St. Reconstruction Project - Phase 2 and 3

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Billing
		116.19%	30%	
			Fixed Fee % (Fee x DL)	
Senior Engineer 8	\$108.00	\$125.49	\$32.40	\$265.89
Senior Engineer 7	\$102.00	\$118.51	\$30.60	\$251.11
Senior Engineer 6	\$95.00	\$110.38	\$28.50	\$233.88
Senior Engineer 5	\$90.00	\$104.57	\$27.00	\$221.57
Senior Engineer 4	\$85.00	\$98.76	\$25.50	\$209.26
Senior Engineer 3	\$80.00	\$92.95	\$24.00	\$196.95
Senior Engineer 2	\$76.00	\$88.30	\$22.80	\$187.10
Senior Engineer 1	\$72.00	\$83.66	\$21.60	\$177.26
Associate Engineer 6	\$64.00	\$74.36	\$19.20	\$157.56
Associate Engineer 5	\$62.00	\$72.04	\$18.60	\$152.64
Associate Engineer 4	\$60.00	\$69.71	\$18.00	\$147.71
Associate Engineer 3	\$58.00	\$67.39	\$17.40	\$142.79
Associate Engineer 2	\$54.00	\$62.74	\$16.20	\$132.94
Associate Engineer 1	\$50.00	\$58.10	\$15.00	\$123.10
Assistant Engineer 5	\$48.00	\$55.77	\$14.40	\$118.17
Assistant Engineer 4	\$46.00	\$53.45	\$13.80	\$113.25
Assistant Engineer 3	\$44.00	\$51.12	\$13.20	\$108.32
Assistant Engineer 2	\$42.00	\$48.80	\$12.60	\$103.40
Assistant Engineer 1	\$40.00	\$46.48	\$12.00	\$98.48
Project Accountant 3	\$37.50	\$43.57	\$11.25	\$92.32
Project Coordinator 3	\$37.50	\$43.57	\$11.25	\$92.32

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.



Exhibit E-1 - COMMONSTREET

Prime: Perteet, Inc.  
 Subconsultant: Commonstreet Consulting, LLC  
 Negotiated Hourly Rate Sheet  
 City of Mountlake Terrace Main Street Reconstruction Project – Phases 2 and 3

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Billing
		102.57%	30%	
			Fixed Fee % (Fee x DL)	
Principal/Senior Advisor/Program Manager	120.19	123.28	36.06	279.53
Senior Project Manager	88.94	91.23	26.68	206.85
Project Manager / Property Manager	77.17	79.15	23.15	179.47
Senior Right of Way Agent	73.03	74.91	21.91	169.85
Right of Way Agent	44.23	45.37	13.27	102.87
Sr Project Control Specialist/Sr ROW Technician	60.10	61.64	18.03	139.77
Project Control Specialist/ROW Technician	45.67	46.85	13.70	106.22
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate.  
 Rates are subject to renegotiation upon the one year anniversary of contract execution.

**EXHIBIT E - KPG Psomas****Subconsultant Fee Determination Summary Sheet**

Subconsultant: KPG Psomas

Project: Main Street Reconstruction Project – Phases 2 and 3

Client: City of Mountlake Terrace

**NEGOTIATED HOURLY RATES**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Project Manager Survey	38	x \$250.00 =	\$9,500
Survey Crew I (w/Equip)		x \$212.00 =	\$0
Survey Crew II (w/Equip)	100	x \$270.00 =	\$27,000
Field Surveyor I		x \$103.00 =	\$0
Field Surveyor II		x \$134.00 =	\$0
Field Surveyor III		x \$151.00 =	\$0
Project Surveyor I		x \$154.00 =	\$0
Project Surveyor II	344	x \$172.00 =	\$59,168
Surveyor I	40	x \$94.00 =	\$3,760
Surveyor II		x \$128.00 =	\$0
Surveyor III	324	x \$143.00 =	\$46,332
Office Admin	10	x \$110.00 =	\$1,100
<b>Negotiated Hourly Costs</b>			<b>= \$146,860</b>

**REIMBURSABLES**

Mileage	\$500
Task 6 Utility Locator Allowance	\$5,000
<b>TOTAL REIMBURSABLE COST =</b>	<b>\$ 5,500.00</b>

**CONTRACT TOTAL****= \$152,360**

Prepared By : Mike Bowen

Date: January 25, 2024

[https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake\\_TerraceMainSt\\_Ph2Internal/Project Management/Scope and Fee/Tools/Copy of Subconsultant\\_MLT Main St](https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake_TerraceMainSt_Ph2Internal/Project%20Management/Scope%20and%20Fee/Tools/Copy%20of%20Subconsultant_MLT%20Main%20St)

## Exhibit E-1 - KPG Psomas

Prime: Perteet, Inc.  
 Subconsultant: KPG Psomas  
 Negotiated Hourly Rate Sheet  
 City of Mountlake Terrace Main St. Reconstruction Project - Phase 2 and 3

Job Classification	Overhead: 171.93%		Fixed Fee: 30% (Rounded to \$1)	
	Direct Labor (DL)		Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing
Senior Project Manager Survey	82.73	142.24	24.82	250.00
Survey Crew I (w/Equip)	70.25	120.78	21.08	212.00
Survey Crew II (w/Equip)	89.50	153.88	26.85	270.00
Field Surveyor I	34.00	58.46	10.20	103.00
Field Surveyor II	44.50	76.51	13.35	134.00
Field Surveyor III	50.00	85.97	15.00	151.00
Project Surveyor I	51.00	87.68	15.30	154.00
Project Surveyor II	57.00	98.00	17.10	172.00
Surveyor I	31.00	53.30	9.30	94.00
Surveyor II	42.50	73.07	12.75	128.00
Surveyor III	47.50	81.67	14.25	143.00
Office Assistant	36.50	62.75	10.95	110.00

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate.  
 Rates are subject to renegotiation upon the one year anniversary of contract execution.

**EXHIBIT E - Osborn Consulting****Subconsultant Fee Determination Summary Sheet**

Subconsultant: Osborn Consulting

Project: Main Street Reconstruction Project – Phases 2 and 3

Client: City of Mountlake Terrace

**DIRECT SALARY RATES**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Principal	22 x	\$275.13 =	\$6,053
Senior QC	266 x	\$240.01 =	\$63,843
Senior Project Manager	0 x	\$216.59 =	\$0
Senior Engineer	661 x	\$196.39 =	\$129,814
Project Engineer	510 x	\$167.54 =	\$85,445
Design Engineer	0 x	\$150.33 =	\$0
Engineer I	420 x	\$112.69 =	\$47,328
Engineering Technician II	0 x	\$102.44 =	\$0
CADD Manager	61 x	\$175.61 =	\$10,712
Senior CADD Designer	354 x	\$143.07 =	\$50,646
CADD Tech	0 x	\$109.76 =	\$0
Graphic Design	0 x	\$163.91 =	\$0
Senior Administration	39 x	\$177.28 =	\$6,914
Technical Editor	54 x	\$131.71 =	\$7,112
Administration	0 x	\$117.08 =	\$0
<b>TOTAL LABOR COST (NEGOTIATED BILLING RATES)</b>		<b>=</b>	<b>\$407,867</b>

**REIMBURSABLES**

Mileage	\$150
Xerox Copies	\$0
<b>TOTAL REIMBURSABLE COST =</b>	<b>\$ 150.00</b>

**CONTRACT TOTAL****=****\$408,017**

Prepared By : Janina Glovatchi

Date: January 25, 2024

[https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake\\_TerraceMainSt\\_Ph2Internal/Project Management/Scope and Fee/Toole/\[Copy of Subconsultant\\_MLT Main St R](https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake_TerraceMainSt_Ph2Internal/Project%20Management/Scope%20and%20Fee/Toole/[Copy%20of%20Subconsultant_MLT%20Main%20St%20R)

## Exhibit E-1 - Osborn Consulting, Inc.

Prime: Perteet, Inc.  
 Subconsultant: Osborn Consulting, Inc.  
 Negotiated Hourly Rate Sheet  
 City of Mountlake Terrace Main St. Reconstruction Project - Phase 2 and 3

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Billing
		162.76%	30%	
			Fixed Fee % (Fee x DL)	
Principal	94.00	152.99	28.20	275.19
Senior QC	82.00	133.46	24.60	240.06
Senior Project Manager	74.00	120.44	22.20	216.64
Senior Engineer	67.10	109.21	20.13	196.44
Project Engineer	57.24	93.16	17.17	167.58
Design Engineer	51.36	83.59	15.41	150.36
Engineer I	38.50	62.66	11.55	112.71
Engineering Technician II	35.00	56.97	10.50	102.47
CADD Manager	60.00	97.66	18.00	175.66
Senior CADD Designer	48.88	79.56	14.66	143.10
CADD Tech	37.50	61.04	11.25	109.79
Graphic Design	56.00	91.15	16.80	163.95
Senior Administration	60.57	98.58	18.17	177.32
Technical Editor	45.00	73.24	13.50	131.74
Administration	40.00	65.10	12.00	117.10

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.

**EXHIBIT E -Toole Design**

**Subconsultant Fee Determination Summary Sheet**

Subconsultant: Toole Design

Project: Main Street Reconstruction Project – Phases 2 and 3

Client: City of Mountlake Terrace/Perteet

<b>NEGOTIATED HOURLY RATES</b>
--------------------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Engineering Lead II	90 x	\$224.99	\$20,249
Senior Planner	355 x	\$166.55	\$59,125
Senior Landscape Architect	270 x	\$151.94	\$41,024
Project Engineer	20 x	\$151.94	\$3,039
Engineer II	325 x	\$125.65	\$40,836
Landscape Architecture Lead	32 x	\$195.77	\$6,265
Engineer I	x	\$111.04	\$0
Title	x		\$0
Title	x		\$0
Title	x		\$0
Title	x		\$0
Title	x		\$0
<b>Negotiated Hourly Costs</b>			<b>\$170,538</b>

<b>REIMBURSABLES</b>
----------------------

Mileage	\$200
Xerox Copies	\$0
<b>TOTAL REIMBURSABLE COST =</b>	<b>\$ 200.00</b>

<b>CONTRACT TOTAL</b>	<b>=</b>	<b>\$170,738</b>
-----------------------	----------	------------------

Prepared By :

Date: January 25, 2024

[https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake\\_TerraceMainSt\\_Ph2Internal/Project Management/Scope and Fee/Toole/\[Copy of Subconsultant\\_MLT Main St Revitalization F](https://perteet.sharepoint.com/sites/ActiveProjects/20230184Mountlake_TerraceMainSt_Ph2Internal/Project%20Management/Scope%20and%20Fee/Toole/[Copy%20of%20Subconsultant_MLT%20Main%20St%20Revitalization%20F)

Exhibit E-1 - Toole Design

Prime: Perteet, Inc.  
 Subconsultant: Toole Design  
 Negotiated Hourly Rate Sheet  
 City of Mountlake Terrace Main St. Reconstruction Project - Phase 2 and 3

Job Classification	Direct Labor (DL)	Overhead:	Fixed Fee:	All Inclusive Hourly Billing
		162.20%	30%	
			Fixed Fee % (Fee x DL)	
Engineering Lead II	77.00	124.89	23.10	224.99
Senior Planner	57.00	92.45	17.10	166.55
Senior Landscape Architect	52.00	84.34	15.60	151.94
Project Engineer	52.00	84.34	15.60	151.94
Engineer II	43.00	69.75	12.90	125.65
Landscape Architecture Lead	67.00	108.67	20.10	195.77
Engineer 1	38.00	61.64	11.40	111.04
Classification		0.00	0.00	0.00
Classification		0.00	0.00	0.00
Classification		0.00	0.00	0.00

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.

## ***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, (*Federal Highway 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 Washington State Department of Transportation 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 Washington State Department of Transportation 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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 (*Federal Highway 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 Document**

---

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Mountlake Terrace
- 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  
Perteet, Inc.

whose address is

2707 Colby Avenue, Suite 900, Everett, WA 98201

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the City of Mountlake Terrace

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.

## Perteet, Inc.

Consultant (Firm Name)

*Jesse A Thomsen*

2/5/2024

Signature (Authorized Official of Consultant)

Date

**Exhibit G-1(b) Certification of** City of Mountlake Terrace

I hereby certify that I am the:

Agency Official

Other

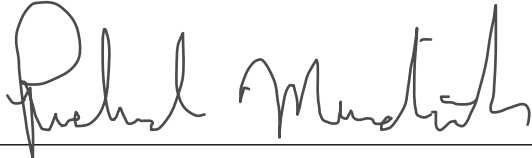
of the Local Agency of Mountlake Terrace, and Perteet, Inc

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

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

I acknowledge that this certificate is to be furnished to the 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.



Signature

February 2, 2024

Date

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

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

### Perteet, Inc.

Consultant (Firm Name)

*Jesse A Thomsen*

2/5/2024

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

### Perteet, Inc.

Consultant (Firm Name)

*Jesse A Thomsen*

2/5/2024

Signature (Authorized Official of Consultant)

Date

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

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Main Street Phase 2A & 2B \* are accurate, complete, and current as of January 25, 2024 \*\*.

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

Firm: Perteet, Inc.

*Jesse A Thomsen*

Vice President

Signature

Title

2/5/2024

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.

NOT USED/N/A

**Exhibit H**  
**Liability Insurance Increase**

**To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ \_\_\_\_\_.

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

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ \_\_\_\_\_.

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

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

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

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

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

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

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

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

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

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

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

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

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

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

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

# *Exhibit J*

## **Consultant Claim Procedures**

---

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**STAFF REPORT**

**To:** Mountlake Terrace City Council  
**From:** Jeff Niten, City Manager, Carolyn Hope, Deputy City Manager  
**Meeting Date:** April 23, 2026  
**Subject:** Review Fiscal Sustainability Recommendations

**Required Reviews:**

Jennifer Joki	Created/Initiated - 04/17/2026
Jeff Niten	New -
Sirke Salminen	-
Hillary Evans	-

**Council Goal(s):**

Responsible Governance to Ensure Desired Level of Service  
Growing our Vibrant Community  
An Informed and Engaged Community

**Legislative History:**

Staff discussed the formation of a Fiscal Sustainability Taskforce (FST) and the development of a Long Range Fiscal Sustainability Plan with City Council on May 15, 2024, June 6, 2024, and March 22, 2025. Staff presented the proposed Fiscal Sustainability Taskforce Members to City Council on May 8, 2025. The City Council approved the consultant contract with Baker Tilly to support this work on February 20, 2025 and an amendment to that contract on January 8, 2026. Baker Tilly presented the long-range financial forecast to the City Council on July 24, 2025 and provided an update on the FST's work on October 9, 2025. On February 26, 2026, the Fiscal Sustainability Taskforce Project Team and members presented the Taskforce recommendations to City Council. On March 12 and April 9, staff shared details of recommended and contingency reductions, the impacts on the city budget and services as well as residents, and City Council members offered ideas about how to adjust some recommendations to achieve the goals.

Previous meeting materials include:

- February 26 [Fiscal Sustainability Taskforce Recommendations: staff report, presentation, and video](#)
- March 12 Staff Presentation: [staff report, presentation, and video](#)
- April 9 Staff Presentation: [staff report, presentation, and video](#)

**Subject Summary:**

At this meeting, city staff will continue to share details about the two alternative options for the proposed budget packages that were presented on April 9, which attempt to include City Councilmembers ideas such as:

- Reviewing the line item budget reductions
- Reviewing how fee-based revenue increases and how they would impact users
- Discussing Council's opinions on the use of the Transportation Benefit District (TBD) license fee increase of \$20 rather than the TBD sales tax, a parks, safety, and transportation levy instead of a city only Metropolitan Parks District, and the option of transferring REET funds from Streets Capital to Street Operations.

Additionally, staff will share the impacts of these decisions on community members and the city.

**Financial/Budget Impacts:**

Budget Amendment                      No  
Required?                                      \_\_\_\_\_

Budget and Sources:	NA
Expenditure:	NA
New Appropriation Required + Sources:	NA

**Additional Financial Information:**

N/A

**Community Notifications:**

City Council Agenda

If "Other," please specify:

**Board/Commission Recommendation:**

The Fiscal Sustainability Taskforce recommendations are [posted here](#).

**Staff Recommendation:**

Staff recommend that City Council decide how to bridge the budget gap by mid-May, so that staff can prepare materials for the budget meetings planned in May and prepare for the 2027-2028 Budget and any potential revenue options that require action before June.

**Council Motion:**

N/A

**Attachments:**

1. Presentation Fiscal Sustainability Recommendations





CITY OF  
**MOUNTLAKE  
TERRACE**

# **Fiscal Sustainability Proposals & Impacts**

City Council Work Session: April 23, 2026

Carolyn Hope, Sirke Salminen, Jeff Betz, Matthew Gisle

# PURPOSE

- Continue the discussion of long-term budget strategies for the city's general fund.



# AGENDA

- Review of package proposals to bridge the gap in the general fund
  - Evaluation of 5% reductions
  - Evaluation of revenue options
  - Discussion of future levy
  - Review of each package's potential financial impact on tax-payers
- Review of county and city discount programs for tax and utility payers

# Proposals

Item	Savings + new revenue goal	FST Preferred Option	Effective Year	Staff Proposal 1	Effective Year	Staff Proposal 2	Effective Year
1	Internal Cost Allocation Model	\$ 50,000	2026				
2	Reduce Software Subscriptions	\$ 50,000	2026	\$ 50,049	2026	\$ 50,049	2026
3	Eliminate historical budget savings	\$ 150,000	2026	\$ 754,989	2026	\$ 754,989	2026
4	Reduce other general fund expenses	\$ 1,000,000	2026/2027	\$ 445,466	2026/2027	\$ 445,466	2026/2027
5	Banked Capacity	\$ 2,400,000	2027/2028	\$ 2,465,000	2027/2028	\$ 2,465,000	2027/2028
6	Sales Tax	\$ 835,000	2028				
7	TBD License Fee (+\$20)			\$ 315,000	2027	\$ 315,000	2033
8	Metropolitan Parks District	\$ 2,150,000	2030				
9.a.	Rec & Parks, Transportation, Safety Levy (6 years)			\$ 2,300,000	2029	\$ 1,500,000	2028
9.b.	Rec & Parks, Transportation, Safety Levy (renewal)			\$ 2,600,000	2035	\$ 2,000,000	2034
10	Increase Fees - Fleet Partnership			\$ 30,000	2027	\$ 30,000	2027
11	Increase Fees - Picnic, Plaza Rentals			\$ 30,000	2026/2027	\$ 30,000	2026/2027
12	Increase Fees - Recreation					\$ 100,000	2027
13	Increase Fees - Community Development					\$ 200,000	2027
14	Transfer some REET from Streets CIP to Operations					\$ 175,000	2027

# Internal Reductions Proposal (pg 1 of 2)

**Goal: \$1,300,000, Current Savings: \$1,300,000, FTE: 4** (1 filled, 3 vacant)

Department	Year	Type	Software Product	Savings	FTE
Citywide	2026	Historical Budget Savings	<i>Software savings</i>	\$50,049	
City Manager's Office	2026	Historical Budget Savings	<i>Vacant Communications Specialist Position</i>	\$127,000	1
City Manager's Office	2026	Historical Budget Savings	<i>Professional Services</i>	\$25,000	
Community Dev.	2026	Historical Budget Savings	<i>Vacant Code Compliance Officer Position &amp; Vehicle</i>	\$132,000	1
Community Dev.	2026	Historical Budget Savings	<i>Professional Services</i>	\$25,000	
Property Management	2026	Historical Budget Savings	<i>Salary Savings for Maintenance of Sno911</i>	\$30,000	
Property Management	2026	Historical Budget Savings	<i>Public Utility Services</i>	\$50,000	
Recreation	2026	Historical Budget Savings	<i>Employee Appreciation Duplicate</i>	\$9,800	
Recreation	2026	Historical Budget Savings	<i>Misc</i>	\$37,689	
Recreation	2026	Historical Budget Savings	<i>Building Rent</i>	\$6,500	
Recreation	2026	Historical Budget Savings	<i>Rental Coordinator reclassification (Full time to Part Time)</i>	\$45,000	
Streets	2026	Historical Budget Savings	<i>Reallocate Street Operations Staffing Costs</i>	\$72,000	
Streets	2026	Historical Budget Savings	<i>Professional Services</i>	\$45,000	
Streets	2026	Revenue shift	<i>Remove General Fund Subsidy to Capital Improvement Program</i>	\$150,000	

\*Completed

# Internal Reductions Proposal (pg 2 of 2)

**Goal: \$1,300,000, Current Savings: \$1,300,000, FTE: 4** (1 filled, 3 vacant)

Department	Year of Implementation	Type	Item	Cost Savings	FTE
City Council	2026	Reduced cost	<i>Professional Services (retreat)</i>	\$ 20,000	
City Council	2026	Service Cut	<i>Travel (To DC)</i>	\$ 12,080	
City Manager's Office	2026	Less Prof. Devo.	<i>Training &amp; Travel (out of state)</i>	\$ 1,800	
City Manager's Office	2027	Less Prof. Devo.	<i>Training &amp; Travel</i>	\$ 12,000	
City Manager's Office	2027	Less Prof. Devo.	<i>Memberships</i>	\$ 1,400	
Community Development	2027	Less Prof. Devo.	<i>Training &amp; Travel (out of state)</i>	\$ 15,400	
Economic Development	2027	Partnership	<i>Professional Services</i>	\$ 50,000	
Engineering	2026	Less Prof. Serv.	<i>Professional Services</i>	\$ 25,496	
Parks	2027	Service Cut	<i>Layoff Staff &amp; Associated Vehicle Savings</i>	\$ 110,077	1
Police	2027	Service Cut	<i>Prioritize Bookings</i>	\$ 90,000	
Police	2026	Service Cut	<i>Remove Vacant Commissioned Officer position (frozen)</i>	\$ 156,709	1

*\*Completed*

# Revenue Proposals - Summary

**Goal: \$360,000, Current Proposal: \$447,520**

Department	Year of Implementation	Type	Item	New Revenue Goal	New Revenue Projections
Public Works	2027	New Revenues	Fleet Partnership	\$30,000	\$23,000
Recreation	2027	New Revenues	Youth Programs Fee Increases, 10%	\$50,000	\$100,000
Recreation	2027	New Revenues	Aquatics Program Fee Increases, 10%	\$50,000	\$98,000
Recreation	2027	New Revenues	New Rental Program for Picnic Shelters	\$30,000	\$26,520
Community Development	2027	New Revenues	Development Fee Increases, 7%	\$200,000	\$200,000
TOTALS				\$360,000	\$447,520

# Revenue Proposals – Youth Programs in Recreation (1 of 2)

**Goal: \$50,000, Current Proposal: \$100,000**

YOUTH PROGRAMS - CAMPS	2026		2027	
	RES	N-RES	RES+10%	N-RES+10%
School Age Camp	\$5.49	\$6.04	\$6.15	\$6.77
Specialty Camp	\$8.80	\$9.68	\$9.89	\$10.88
Before Camp Care	\$5.09	\$5.60	\$5.72	\$6.30
After Camp Care	\$5.09	\$5.60	\$5.72	\$6.30
Before & After Camp Care	\$5.15	\$5.67	\$5.41	\$5.95
Tennis Camp	\$8.80	\$9.68	\$9.89	\$10.88
Basketball Camp	\$8.80	\$9.68	\$9.89	\$10.88

# Revenue Proposals – Youth Programs in Recreation (2 of 2)

**Goal: \$50,000, Current Proposal: \$100,000**

YOUTH PROGRAMS	2026		2027	
	RES	N-RES	RES+10%	N-RES+10%
<b>Preschool (Per Hour)</b>				
3 Days 1/2 Days	\$6.30	\$6.93	\$6.95	\$7.64
2 Days 1/2 Day	\$7.19	\$7.91	\$7.93	\$8.73
Jr. Kids Krew - Less Than 5 Hrs	\$6.26	\$6.89	\$6.90	\$7.59
Jr. Kids Krew - 5 to 7 Hrs	\$5.93	\$6.52	\$6.54	\$7.19
Jr. Kids Krew - 7 to 10 Hrs	\$5.63	\$6.19	\$6.21	\$6.83
<b>Kids Krew Program (Per Hour)</b>				
Before Care	\$6.12	\$6.73	\$6.75	\$7.42
After Care	\$6.10	\$6.71	\$6.75	\$7.42
Before & After Care	\$4.99	\$5.49	\$5.45	\$6.00
Non School Day/Camp	\$4.99	\$5.49	\$5.45	\$6.00
Early Release	\$6.10	\$6.71	\$6.75	\$7.42
Drop In	\$9.49	\$10.44	\$10.26	\$11.29

# Revenue Proposals – Aquatic Programs in Recreation (1 of 2)

**Goal: \$50,000, Current Proposal: \$98,000**

AQUATICS-RECREATION SWIM	2026		2027	
	RES	N-RES	RES+10%	N-RES+10%
<b>Swim, Cardio, Spa, Sauna</b>				
Adult	\$7.25	\$8.00	\$7.98	\$8.80
Senior/Disability	\$6.00	\$6.75	\$6.60	\$7.43
Youth	\$6.00	\$6.75	\$6.60	\$7.43
Infants Under 1 Year	\$0.00	\$0.00	\$0.00	\$0.00
Family	\$18.50	\$20.50	\$20.35	\$22.55
Shower	\$3.25	\$3.75	\$3.58	\$1.13
Leisure Pool only	\$5.75	\$6.25	\$6.33	\$6.88
<b>Punch Cards</b>				
Adult	\$72.50	\$80.00	\$79.25	\$88.00
Senior/Disability	\$60.00	\$67.50	\$66.00	\$74.25
Youth	\$60.00	\$67.50	\$66.00	\$74.25
Leisure Pool Pass	\$57.50	\$62.50	\$63.25	\$68.75
<b>Monthly Pass - All Drop In Use</b>				
Adult	\$87.00	\$96.00	\$95.70	\$105.60
Senior/Disability	\$70.00	\$77.00	\$77.00	\$84.70
Youth	\$70.00	\$77.00	\$77.00	\$84.70
<b>Annual Pass</b>				
Adult	\$708.00	\$778.00	\$778.80	\$855.80
Senior/Disability	\$510.00	\$561.00	\$561.00	\$617.60
Youth	\$510.00	\$561.00	\$561.00	\$617.60

# Revenue Proposals – Aquatic Programs in Recreation (2 of 2)

**Goal: \$50,000, Current Proposal: \$98,000**

AQUATICS-RECREATION SWIM	2026		2027	
	RES	N-RES	RES+10%	N-RES+10%
<b>Aquatic Instruction</b>				
Swim Lessons - Class (30 Min)	\$8.85	\$9.70	\$9.74	\$10.67
Specialty - Class (45 Min)	\$10.00	\$11.00	\$11.00	\$12.10
Specialty - Class (60 Min)	\$11.25	\$12.35	\$12.38	\$13.59
Adaptive Swim Lessons (30 Min/One-on-One)	\$17.25	\$18.95	\$18.98	\$20.85
Playtime Passport (Per Lesson)	\$1.25	\$1.35	\$1.38	\$1.49
Swim Team (45 Min Practice)	\$7.80	\$8.60	\$8.58	\$9.46
Swim Team Elite (1 Hr. Practice)	\$8.70	\$9.60	\$10.23	\$11.28
Adult Fitness (1 Hr.)	\$9.30	\$10.25	\$10.23	\$11.28
Senior/Disability Fitness	\$7.25	\$7.95	\$7.98	\$8.75
Aqua Kids	\$9.25	\$10.25	\$10.18	\$11.28

# Impacts of Increasing Fees for Recreation

**Goal: \$100,000**

## Impact of Implementing

- Fee increases for users may deter some people from registering for classes or using the facility; however, the goal is to be competitive with other agencies.
- Helps to maintain service levels in recreation.

## Impact of not implementing

- Will need to identify savings or revenues elsewhere in the general fund budget.

## Internal Impacts

- Improves cost recovery for recreation and supports closing the gap in the general fund.
- By maintaining service levels, workload remains consistent.

# Revenue Proposals – Shelter Rentals in Recreation

**Goal: \$30,000, Current Proposal: \$26,520**

SHELTER RESERVATION PROPOSAL	HALF DAY	HALF DAY	FULL DAY	FULL DAY
	RES	N-RES	RES	N-RES
Veterans (seating occupancy 15)	\$50	\$65	\$110	\$125
Bicentennial (seating occupancy 15)	\$50	\$65	\$110	\$125
Terrace Creek (seating occupancy 20 w/ BBQ)	\$60	\$75	\$130	\$145

*Revenues assume 3 reservations per week to start*

# Impacts of Increasing Fees for Shelter Rentals

**Goal: \$30,000**

## Impact of Implementing

- Allows community members to reserve picnic shelters and other outdoor spaces for private use.
- Generates revenues for the city.

## Impact of not implementing

- Will need to identify savings or revenues elsewhere in the general fund budget.

## Internal Impacts

- Will create more maintenance work orders for staff to ensure rented spaces are clean and in good repair before and after use.
- Will require recreation staff to handle reservations and payments.
- Higher standard of care for renting.

# Revenue Proposals – Development Fees

**Goal: \$200,000, Current Proposal: \$200,000**

## PROPOSED CHANGES

- Key Adjustments
- Increase hourly rate from \$200 to \$218
- Increase valuation-based permit fee multipliers by approximately 9%
- Increase mechanical and plumbing fixture fees by approximately 9%
- Increase minor remodel (OTC) permits from \$465 to \$505
- No changes to Electrical Residential permit fees or Fire permit fees

## FISCAL IMPACT

The proposed adjustment is projected to generate approximately \$200,000 in additional annual revenue. This supports:

- Ongoing operational costs
- Consultant services (e.g., SafeBuilt)
- The adjustment aligns with the City's policy of achieving full cost recovery over a five-year period rather than year-to-year volatility.

Still competitive with neighboring cities:  
Lynnwood - \$228/hr, Shoreline \$267/hr,  
Edmonds - \$143 to \$166

# Impacts of Increasing Fees for Development Services

**Goal: \$200,000**

## Impact of Implementing

- Fee increases for some permit types; however, the goal is to be competitive with other agencies.
- Helps to maintain service levels in Community Development.

## Impact of not implementing

- Will need to identify savings or revenues elsewhere in the general fund budget.

## Internal Impacts

- Improves cost recovery for Community Development and supports closing the gap in the general fund.
- By maintaining service levels, workload remains consistent.

# Revenue Proposal: Use Banked Capacity of Property Tax

## Goal: \$2,400,000, Updated (Est Current): \$2,465,000



# Impacts of Using Banked Capacity (2027 & 2028)

**Goal: \$2,400,000, Updated (Est Current): \$2,465,000**

## Impact to taxpayers

For the average valued home (2025) of \$591,400:

Approximately:

- \$142 in 2027 & another \$142 in 2028, if phased over two years
- \$284 per year total by 2028, or
- \$23.66 per month

Maintain most services at current levels, with some reductions in parks and police.

## Impact of not using banked capacity

Reduced levels of services in parks, records, community development, communications, finance, streets, and police.

- Lower response times for all services.
- Less public communication.
- Reduce open hours for City Hall.
- Slower public records response time.
- Passport program discontinued.
- Permit review and business license review times increase.
- Parks and streetscape not kept up as well (less garbage pick up, restrooms closed more or altogether, less mowing).
- Lower priority for facilities maintenance.
- Streets go further into disrepair.

## Internal Impacts

Layoff 16 staff and supplies, contracted services

Most services are necessary so work will be distributed to others, who already have full workloads.

More attrition and risks of not complying with regulations.

# Revenue Proposal: Increase Transportation Benefit District License Fee from \$20 to \$40

Goal: \$615,000, Proposal \$315,000

Proposal 1	Proposal 2
Implement in 2027	Implement in 2033  Delay made possible by raising fees for: <ul style="list-style-type: none"><li>• Development permits</li><li>• Recreation</li><li>• Park rentals</li></ul>

# Impacts of Implementing a TBD License Fee of +\$20

**Goal: \$615,000, Proposal \$315,000**

## Impact of Implementing

- This is a councilmanic action. The council can approve an increase up to \$40 one year and after two years can raise it to \$50.
- Community members are generally not in favor of TBD license fees.

## Impact of not implementing

- Will need to prioritize how general funds are distributed, as currently \$615,000 of general funds are transferred to the street operations fund annually. There will need to be reductions if this revenue is not enacted.

## Internal Impacts

- The revenues are restricted to transportation uses.
- This would reduce the general fund subsidy to street operations.

# Revenue Proposal: Enact a General Levy Lid Lift for Parks, Streets, and Safety in 2027

**Goal: Proposal 1 - \$2,300,000, Proposal 2 - \$1,500,000**

## LEVY LID LIFTS

- An increase in property tax (lifting the rate)
- Simple majority required of voters
- Can be short term or long term or permanent
- This option should not be used until all the banked capacity is used

### Proposal 1: Levy - \$2,300,000 in 2029

Cost for Avg Home –  
\$266 yr/ \$22 mo

Generate sufficient revenues to account for not implementing the:

- TBD Sales Tax - \$835,000
- MPD - \$2,125,000
- And to re-instate lost police staff and services - \$223,000

### Proposal 2: Levy - \$1,500,000 in 2028

Cost for Avg Home –  
\$171 yr/ \$14 mo

Generate sufficient revenues to account for not implementing the:

- TBD Sales Tax - \$835,000
- MPD - \$2,125,000
- And to re-instate lost police staff and services through user fee increases in recreation and development services

# Impact of Enacting a Levy Lid Lift for Parks, Streets, and Safety in 2027

**Goal: \$1,500,000 to \$2,300,000**

## Impact of Implementing

- Restores eliminated services in streets, parks, and police.
- Maintains current (2026) levels of service in streets, parks, police, recreation, and for events.

## Impact of not implementing

- Close the Recreation Pavilion and all associated programs, and facilities maintenance.
- No city events
- Inability to restaff streets or parks, maintenance will continue to decline.
- Reduce more staff in city administration, community development, police.
- Reduces appeal of city to development and current residents.

## Internal Impacts

- Layoff 42.9 FTEs and supplies, contracted services
- Outside of recreation, most services are necessary so work will be distributed to others, who already have full workloads.
- More attrition and risks of not complying with regulations.

# 14: Transfer some REET from Streets CIP to Street Operations

**Goal: \$175,000**

## Impact of Implementing

- Replaces \$175,000 in general fund subsidies in Street Operations.
- Maintaining service levels for streets.

## Impact of not implementing

- Will need to identify savings or revenues elsewhere in the general fund budget.

## Internal Impacts

- Supports closing the gap in the general fund.
- Since Real Estate Excise Tax (REET) is a revenue from real estate sales, the revenue source is one-time and ideally should be used for one-time expenses like capital projects. However, state law allows cities to use \$100,000 or 35% of their available REET funds (whichever is greater) for operation and maintenance of capital projects.

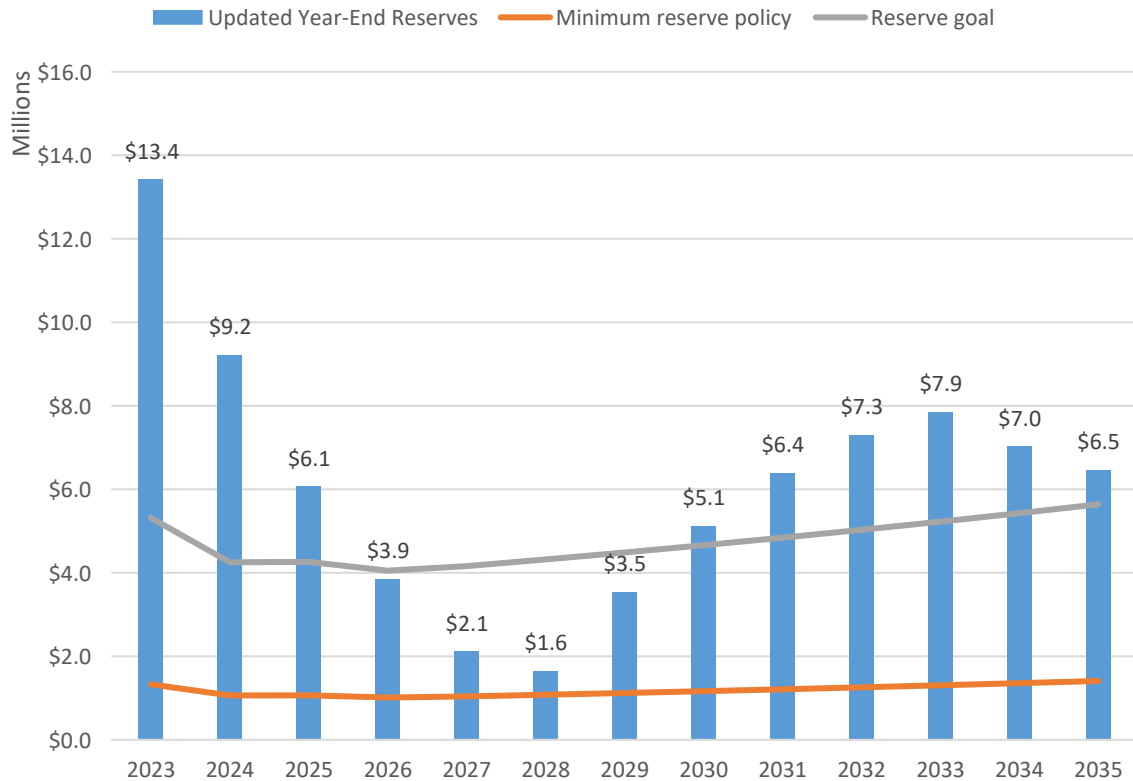
# Alternative Budget Packages

# Alternative 1 Budget Strategies :

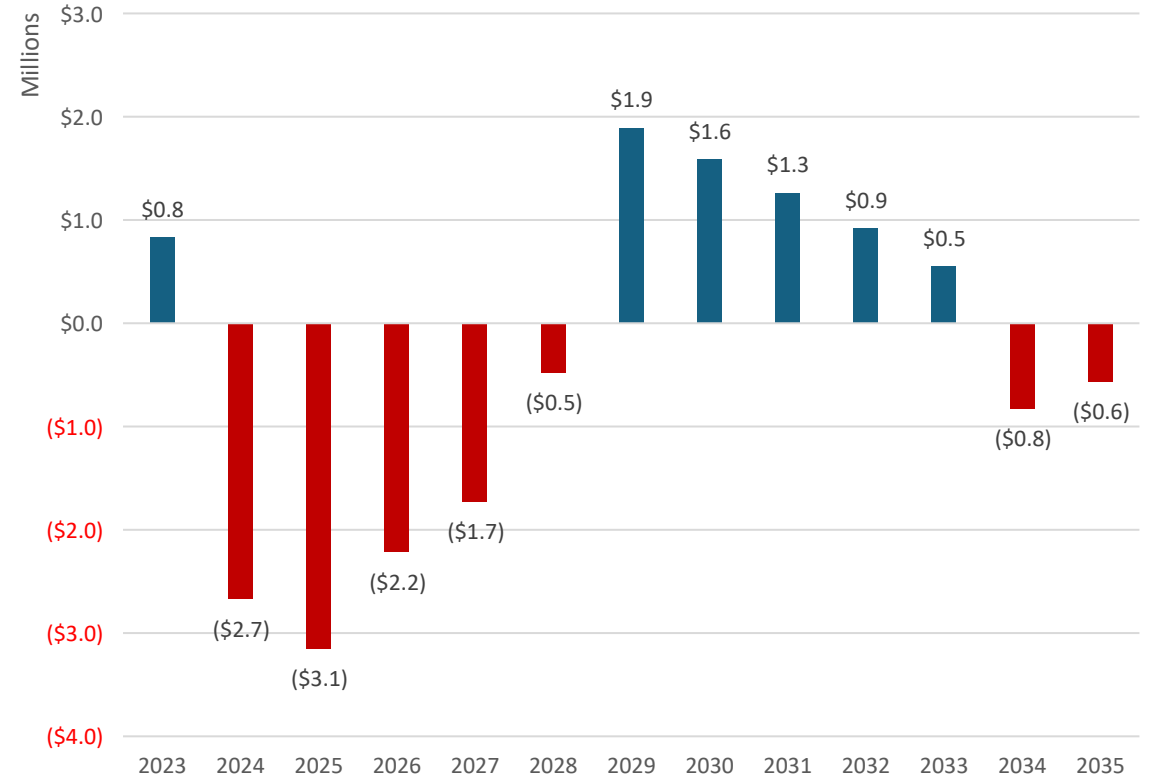
Strategy	Category	Amount	Year of Implementation	Phase Period	Cost / Average House Value (2025)
ERP Software subscriptions	Expenditures controls	\$ 50,049	2026	1 Years	
Historical budgetary savings areas	Expenditures controls	\$ 761,747	2026	1 Years	
Reduce General Fund expenditures	Service reductions	\$ 488,204	2026	1 Years	
General property tax levy lid lift	Revenue - Voters	\$ 2,300,000	2029	1 Years	\$266
Property tax banked capacity	Revenue - Councilmanic	\$ 2,465,000	2027	2 Years	\$ 284
Increase TBD License fee to \$40	Revenue - Councilmanic	\$ 315,000	2027	1 Years	\$20
Shoreline fleet revenue	Revenue - Councilmanic	\$ 30,000	2027	2 Years	

# Alternative 1 Impacts on Fund Balance & Reserves:

General Fund Reserves - CC Prop 1



General Fund Annual Surplus (Deficit) - CC Prop 1

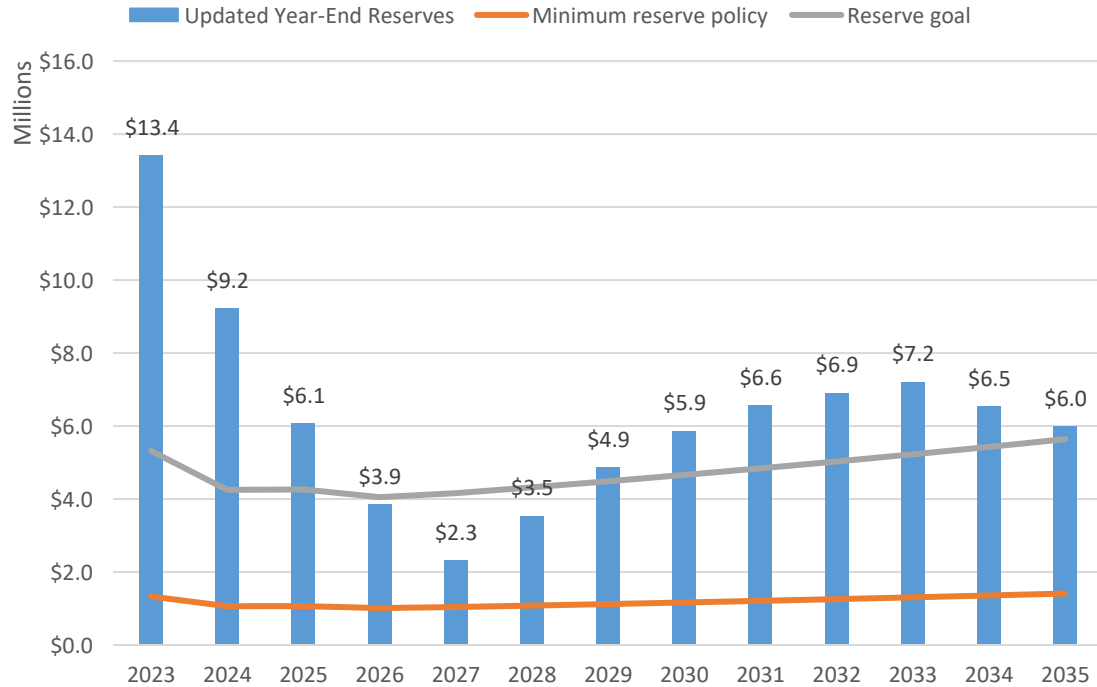


# Alternative 2 Budget Strategies:

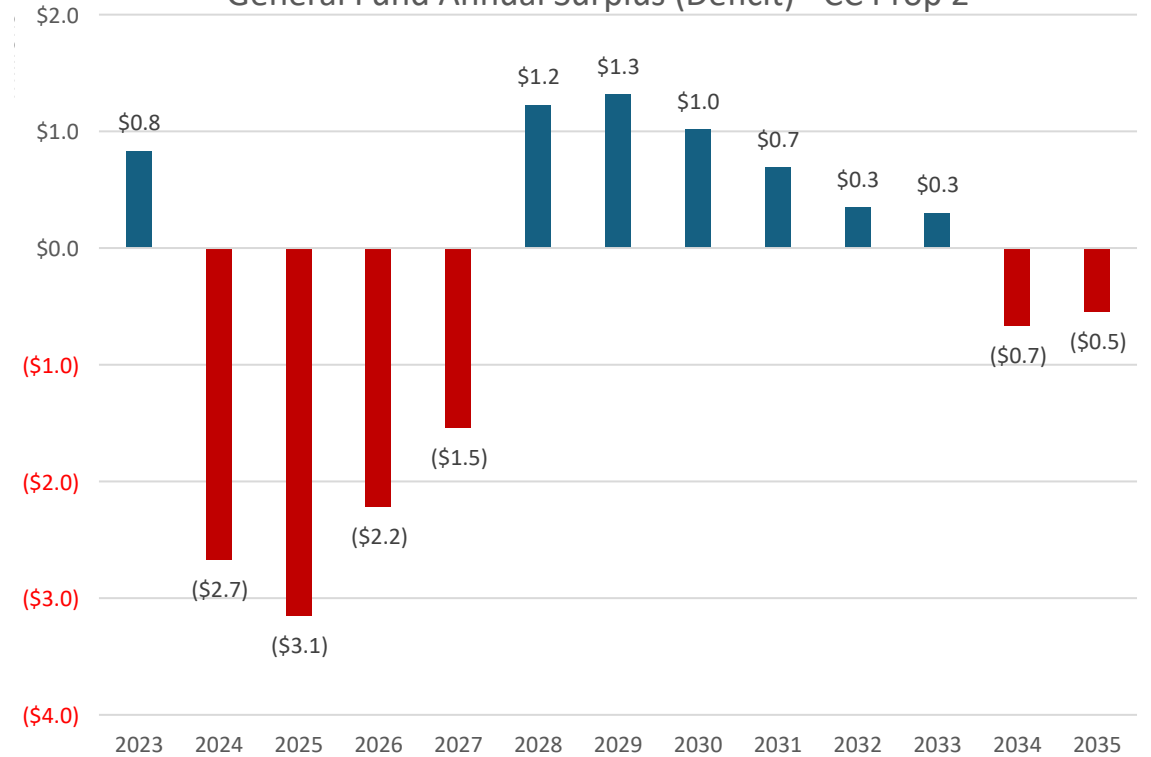
Strategy	Category	Amount	Year of Implementation	Phase Period	Cost / Average House Value (2025)
ERP Software subscriptions	Expenditures controls	\$50,049	2026	1 Years	
Historical budgetary savings areas	Expenditures controls	\$761,747	2026	1 Years	
Reduce General Fund expenditures	Service reductions	\$488,204	2026	1 Years	
General property tax levy lid lift	Revenue - Voters	\$1,500,000	2028	1 Years	\$171
Property tax banked capacity	Revenue - Councilmanic	\$2,465,000	2027	2 Years	\$ 284
Increase TBD License fee to \$40	Revenue - Councilmanic	\$315,000	2033	1 Years	\$20
Shoreline fleet revenue	Revenue - Councilmanic	\$30,000	2027	2 Years	
New Recreation Fees	Revenue - Councilmanic	\$100,000	2027	1 Years	
New Parks Fees	Revenue - Councilmanic	\$30,000	2027	2 Years	
New Development Fees	Revenue - Councilmanic	\$200,000	2027	1 Years	
Transfer REET funds to General Fund from Streets CIP	Revenue - Councilmanic	\$175,000	2027	1 Years	

# Alternative 2 Impacts on Fund Balance & Reserves:

General Fund Reserves - CC Prop 2



General Fund Annual Surplus (Deficit) - CC Prop 2

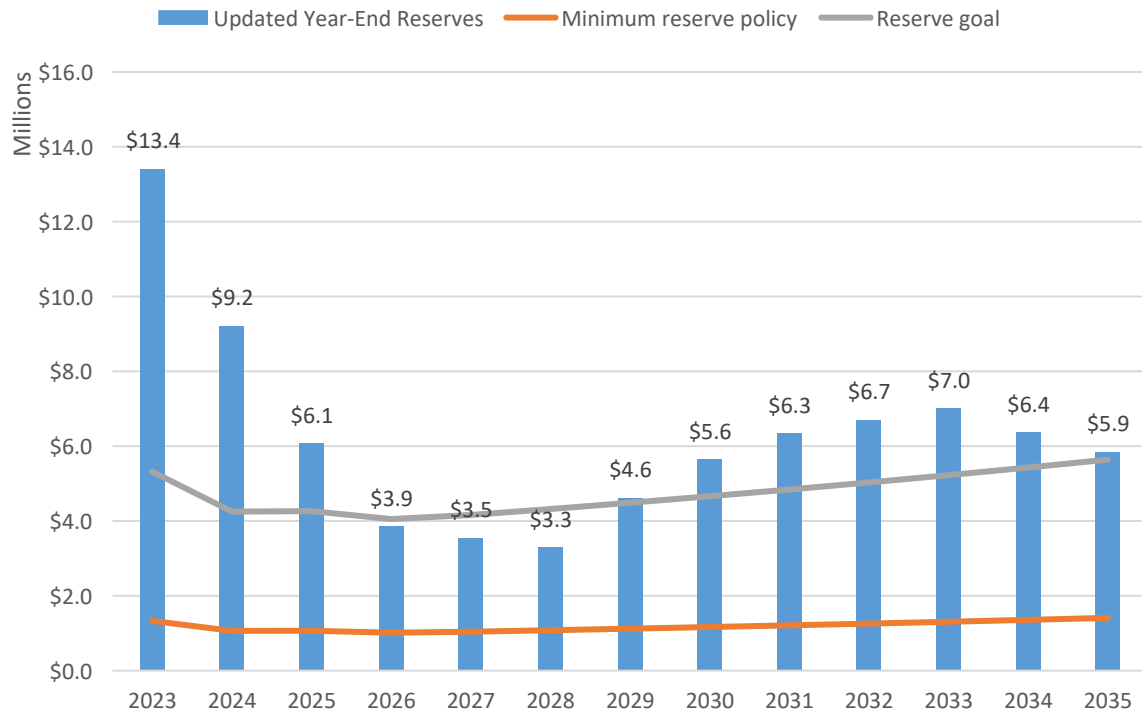


# Alternative 3 Budget Strategies:

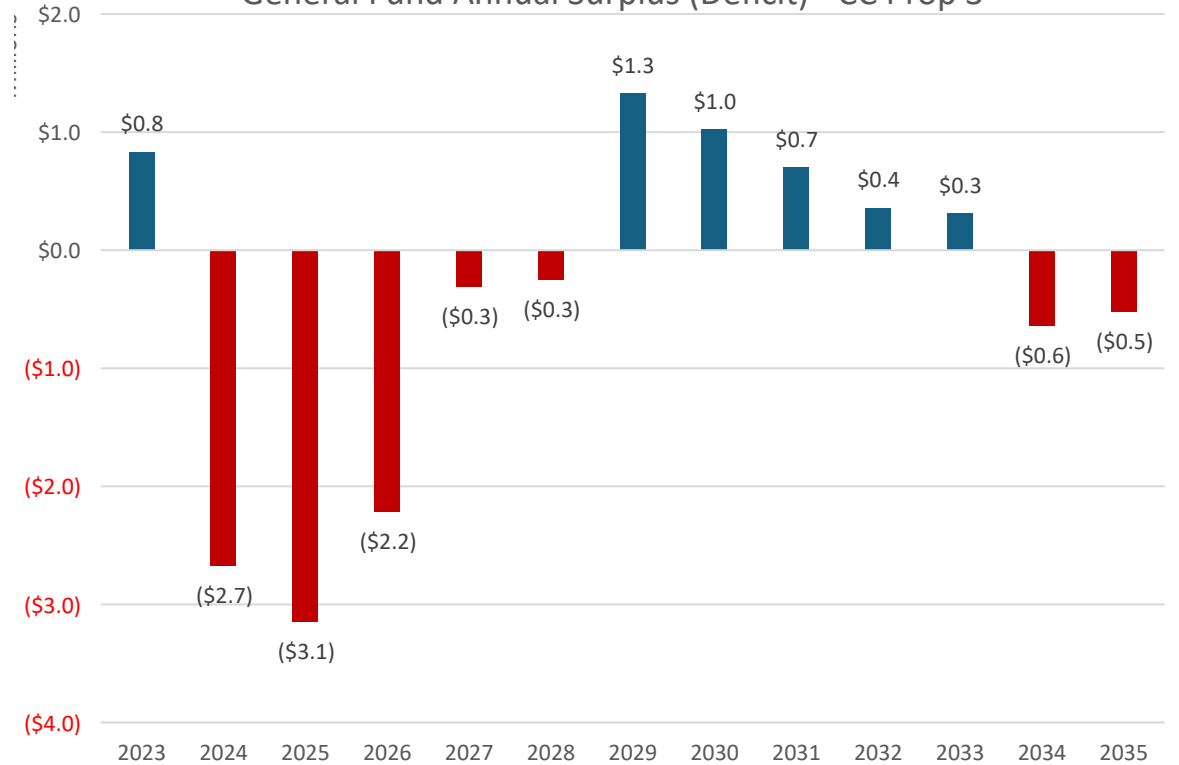
Strategy	Category	Amount	Year of Implementation	Phase Period	Cost / Average House Value (2025)
ERP Software subscriptions	Expenditures controls	\$50,049	2026	1 Years	
Historical budgetary savings areas	Expenditures controls	\$761,747	2026	1 Years	
Reduce General Fund expenditures	Service reductions	\$488,204	2026	1 Years	
General property tax levy lid lift	Revenue - Voters	\$1,500,000	2029	1 Years	\$171
Property tax banked capacity	Revenue - Councilmanic	\$2,465,000	2027	1 Years	\$ 284
Increase TBD License fee to \$40	Revenue - Councilmanic	\$315,000	2033	1 Years	\$20
Shoreline fleet revenue	Revenue - Councilmanic	\$30,000	2027	2 Years	
New Recreation Fees	Revenue - Councilmanic	\$100,000	2027	1 Years	
New Parks Fees	Revenue - Councilmanic	\$30,000	2027	2 Years	
New Development Fees	Revenue - Councilmanic	\$200,000	2027	1 Years	
Transfer REET funds to General Fund from Streets CIP	Revenue - Councilmanic	\$175,000	2027	1 Years	

# Alternative 3 Impacts on Fund Balance & Reserves:

General Fund Reserves - CC Prop 3



General Fund Annual Surplus (Deficit) - CC Prop 3



# Information about Discount Programs

## Snohomish County Property Tax Exemption Program:

<https://snohomishcountywa.gov/328/Property-Tax-Exemptions>

425-388-3540

### Programs available for:

- Senior Citizen and People with Disabilities
- Home Owners with Limited Income
- Historical Property
- And more

**Income Thresholds Range from \$54,000 to \$79,578**

WASHINGTON STATE DEPARTMENT OF REVENUE

## Property Tax Deferral for Senior Citizens and People with Disabilities

Washington state has two property tax relief programs for senior citizens and people with disabilities. This brochure provides information for the property tax deferral program. For information about the property tax exemption program, see the [Property Tax Exemption for Senior Citizens and People with Disabilities](#) brochure.

### Overview

As a participant in the deferral program, you are electing to postpone or **defer** the payment of the property taxes and/or special assessments you owe for your residence. The Washington State Department of Revenue pays the property taxes on your behalf. You will repay the amount you defer plus interest when a triggering event occurs. We will discuss repaying the deferral later in this brochure.

### Qualifications

The deferral program qualifications are based off of age or disability, ownership, occupancy, and income. Details of each qualification follows.

#### Age or disability

In the year you apply, you must be any of the following:

- At least 60 years of age by December 31.
- Unable to work because of a disability.
- At least 57 years of age and the surviving spouse or domestic partner, heir, or devisee of a person who was a deferral participant at the time of their death.

#### Ownership

You must own the home in full by Dec 31 of the year prior to the deferral year to qualify. Ownership in a cooperative housing association, a life estate (including lease for life), or a revocable trust do not qualify. An irrevocable trust may qualify. The deferral is limited to the residence, which may include one accessory dwelling unit, and one acre of land. Certain zoning or land-use regulations may allow additional acreage.

A home jointly owned by a married couple, registered domestic partners, or co-tenants is considered wholly owned by each joint owner. A co-tenant is a person who



has an ownership interest in your home and lives in the home. Only one joint owner must meet the age or disability qualification.

#### Occupancy

You must occupy the home for more than six months in the calendar year prior to the deferral year. You may continue to qualify even if you spend time in a hospital, nursing home, boarding home, adult family home, or home of a relative. However, a residence used as a vacation home is not eligible.

#### Income

The income threshold to qualify for this deferral is the greater of the previous year's threshold or 75% of the county median household income. County specific thresholds can be found at [dor.wa.gov/incomethresholds](http://dor.wa.gov/incomethresholds).

If you qualify for the property tax exemption program, you must apply for the exemption before you apply for this deferral.

Combined disposable income includes your disposable

# Information about Discount Programs

## City of Mountlake Terrace Financial Assistance:

<https://www.cityofmlt.com/165/Financial-Assistance>

425-744-6214

### Programs available for:

- Utility Billing – 30% Discount for eligible households
- Garbage – free for eligible households

### 2026 Income Limits by Family Size

Household Size	Annual Income
1-2 People	\$57,421
3-4 People	\$68,905
5-6 People	\$80,339

# Information about Discount Programs

## **Snohomish County PUD - Electricity**

<https://www.snopud.com/account/financial-assistance/>

## **Puget Sound Energy - Gas**

<https://www.pse.com/en/account-and-billing/assistance-programs>

# Implementation & Next Steps

# Immediate Next Steps

- Review and Vote planned for May 7
- Public Meetings planned for
  - May 18 at Brighton School, 6 PM
  - May 26 at Lake Ballinger Center, 6 PM
- If a TBD license tab fee is of interest for collection in 2027, a decision is necessary by June 30

# Implementation Timing

**Pending Council decisions, here are some milestones:**

**May 2026**

Educate community on Council's decision, check in with community on proposed future service reductions or revenue increases that will impact them

**June 2026**

If Council chooses to implement a TBD license fee increase effective in 2027, that decision would need to be made before June 30 (6 mo. delay in receipt of funds)

**November 2026**

Vote on Property Tax Levy (potentially including use of banked capacity)

**November 2026**

Vote on 2027-2028 Budget which will include several FST budget strategies

**April or July 2027**

Vote on any proposed ballot measure to be implemented in 2028 will require a resolution by April for an August ballot, or July for the November ballot.

# Staff Recommendation

Staff recommend that City Council decide how to bridge the budget gap by May 7, so that staff can prepare materials for the budget meetings, the biennial budget, and for any potential ballot actions.



MOUNTLAKE TERRACE CITY COUNCIL  
MEETING AGENDA

May 7, 2026  
7:00 p.m.

Mountlake Terrace City Hall; and  
via Telephone or Teleconference

1. Call to Order – Flag Salute – Roll Call
2. Late Changes to Agenda
3. General Public Comment (*see Public Comment and Public Hearing Testimony Protocol on page 2*)
4. Consent Agenda
  - a. Payment of Claims
  - b. Meeting Minutes
  - c. Pertert Main Street Phase 2 and 3 Agreement Supplement 6
5. Proclamation for Jewish Heritage Month
6. Proclamation for ALS Awareness Month
7. Proclamation for Water Safety Month
8. Proclamation for National Police Week
9. Graduation for MLT Community Academy Attendees
10. Review and Vote on Fiscal Sustainability Taskforce Recommendations
11. City Manager’s Report
12. Council Liaison Reports
13. New Business
14. Adjournment

To listen to the meeting via telephone, call 1-253-215-8782. To watch the meeting online: 1) Go to <https://zoom.us/join>; 2) Enter meeting ID 810 1113 9518 and click “join” (you will be prompted to install the Zoom application if you don’t have it). No passcode needed.

## Public Comment and Public Hearing Testimony Protocol

Public comments and public hearing testimony are permitted at meetings remotely, in-person, and in writing. All remarks shall be made to the Council as a body and not to any individual member.

General public comments to council are heard toward the beginning of regular meetings and work sessions. Public comments to council on specific agenda items and public hearing testimony will be called for at regular meetings when council discusses that agenda item.

No person shall make personal attacks, or threatening remarks while addressing the Council which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting. Any person who is engaging in conduct that disturbs, disrupts, or impedes the business of the council or whose comments have been ruled out of order by the presiding officer, shall immediately cease and refrain from further improper comments or inappropriate conduct. All hate speech will be construed as threatening remarks.

To make a public comment/give public hearing testimony **remotely** (via Zoom or telephone), complete the [Remote Public Comment Request Form](#) (link on City Council Agendas and Minutes web page) at least 24 hours before the meeting. You will then be contacted via email to confirm your participation. Your reply to the confirmation email must be received by 4 p.m. on the day of meeting to be acknowledged that same evening. If you're using Zoom during the meeting, use the hand raise tool to be recognized to speak or press \*9 if using a telephone. Speakers shall limit their presentations to five minutes.

To make a public comment/give public hearing testimony at a meeting **in-person**, please sign up at the meeting (no 24-hour notice required).

To submit a **written** public comment/public hearing testimony email remarks to [cityhall@mltwa.gov](mailto:cityhall@mltwa.gov) or mail to/drop off at City Hall (23204 58th Avenue W., Mountlake Terrace, WA 98043) no later than 4 p.m. on the meeting/public hearing date.