


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 06/23/14

AGENDA ITEM: BNSF Railroad Grade Separation Study	
PREPARED BY: John Cowling DEPARTMENT: Public Works - Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: Professional Services Agreement	
BUDGET CODE:	AMOUNT: \$88,768.00
SUMMARY:	

This Professional Services Agreement will provide the City with comprehensive feasibility study of grade separation possibilities with the City's surface streets and the BNSF railroad mainline. After completion consultant selection it was ultimately determined that BergerABAM was best-suited for this project due to their experience with similar projects that include over and under crossings.

It is staff's opinion that the negotiated fee of \$88,768.00 is fair and consistent with industry standard for the type of work at hand.

RECOMMENDED ACTION:

City staff recommends council authorize the mayor to sign and execute the Professional Services Agreement with BergerABAM for consultant services on the BNSF Railroad Grade Separation Study.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BergerABAM
FOR CONSULTANT SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Marysville, a Washington State municipal corporation ("City"), and BergerABAM ("Consultant"), a Washington Corporation licensed to do business in Washington State.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Scope of Services"). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant's profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope

thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence upon notice to proceed issued by the City and all terminate at midnight, December 31, 2014. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY.

a. The Consultant shall at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Consultant in performance of Consultant's professional services under this Agreement. The term

"claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Consultant or other person and all property owned or claimed by the City, the Consultant, or affiliate of the Consultant, or any other person.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its members, officers, employees and agents, the Consultant's liability to the City, by way of indemnification, shall be only to the extent of the Consultant's negligence.

c. The Consultant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, as provided in RCW 4.24.115. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts; provided the Consultant's waiver of immunity by the provisions of this paragraph extends only to claims against the Consultant by the City and does not include, or extend to, any claims by the Consultant's employees directly against Consultant. The obligations of Consultant under this subsection have been mutually negotiated by the parties hereto, and Consultant acknowledges that the City would not enter into this Agreement without the waiver thereof of Consultant.

d. Nothing contained in this section or Agreement shall be construed to create a liability or a right of indemnification by any third party.

e. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

f. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form

acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made"

policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security

tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall is responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following Subcontractors/Subconsultants or as set forth in Exhibit ____:

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All Subcontractors/Subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$88,768.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the Cities. The Consultant shall maintain time and expense records and provide them to the Cities upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**City of Marysville Public Works
Attn: John Cowling, PE
80 Columbia Ave
Marysville, WA 98270**

Notices to the Consultant shall be sent to the following address:

**BergerABAM
Attn: Bob Fernandes, PE
1301 Fifth Avenue, Suite 1200
Seattle, Washington 98101-2677**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory

provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.


V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this _____ day of _____, 2014.

CITY OF MARYSVILLE

BergerABAM

By _____
Jon Nehring, Mayor

By 
Bob Fernandes, PE, Vice President

Approved as to form:

By _____
Grant K. Weed, City Attorney

**EXHIBIT A
SCOPE OF WORK FOR PROJECT DEFINITION STUDY
CITY OF MARYSVILLE BURLINGTON NORTHERN/SANTE FEE (BNSF) RAILROAD GRADE
SEPARATION**

PROJECT UNDERSTANDING

The Burlington Northern/Santa Fe (BNSF) Railway tracks run between, and nearly parallel to, Interstate 5 (I-5) and State Street/SR 529. State Street is the City of Marysville's main north/south arterial. The BNSF tracks impede the east/west flow of the traffic on 4th Avenue/SR 528, between the core of the City the Arlington area west of Marysville, as well as I-5. The Arlington area west of Marysville is projected to accommodate a significant growth in employment.

The CITY is currently advancing the design of improvements to I-5/SR 529 interchange. These improvements would reduce demands on the I-5/SR 528 interchange but would not address east/west mobility to and from the Marysville City center and to and from potential future employment and residential development areas. Grade separating one or more of the CITY's east/west corridors would eliminate current and future conflicts with BNSF operations and improve mobility into and out of Marysville to areas east of I-5. It is expected that these improvements would also positively benefit the operation of the existing I-5/SR 528 interchange.

The CITY has, in the past, considering construction an overpass of the BNSF at the following three locations.

1. On SR 528.
2. On Grove Street.
3. On 1st Street.

An overpass on SR 528 would be best from an operational standpoint, but could impact businesses located along SR 528 east of the BNSF tracks. The overpasses at Grove and 1st minimizes disruptions to businesses located on SR 528, but would require construction of an intersection on SR 528 immediately adjacent to the existing I-5/SR 528 interchange.

PROJECT STATEMENT

Based upon our understanding of the project, as described above, and some discussions with CITY staff, we have developed the following simple statement that describes the City of Marysville BNSF Grade Separation project. This statement is intended to define the purpose of this study, from the CITY's perspective, recognizing that the CONSULTANT has a specific role in the study. In essence, this statement defines success for the CITY/CONSULTANT team on this project study.

“Provide design information for use in working with the City Public Works committee to identify preferred locations for a grade separation so that additional study and cost estimating can be completed at those locations.”

PROJECT STUDY OBJECTIVES

There are two primary objectives that will need to be met for this project study to be successful. Each of these is discussed below. The tasks identified in this scope of work are based on meeting these objectives.

Objective No. 1: Identify the Potential Physical Impacts the project may have on Private Property, Businesses and Potential Sensitive Environments – Any future project studies or actions will likely be influenced by these things. Therefore, it is important to address them, at least conceptually and qualitatively in this initial feasibility study.

Objective No. 2: Identify the Potential Cost of the Project - Identify and document the potential range of costs of underpasses and overpasses the locations selected for study.

ASSUMPTIONS

1. The study will be based on existing aerial photographs and/or topographic information to be provided by the CITY. No topographical survey will be needed for basemap development.
2. Right-Of-Way information is available from public records and/or is included with existing mapping and plan information to be provided by the CITY.
3. The presence and location of sensitive environments is available from the CITY or County.
4. Existing utility locations and any needed relocations to support proposed project are not included in the scope of work.
5. Public open house meetings and supporting graphics will not be required.
6. Geotechnical investigations and/or expertise will not be required. For the purpose of estimating costs, the study will be based on the reasonable assumption that soils in the area are deep (100 feet or more) of alluvial, fine grained deposits of sands, silts and clays. Gravel and/or rocky subsurface conditions are not likely in this area.
7. Storm water analysis and drainage design will not be needed. Space requirements for treatment and detention facilities will be based on experience with similar conditions encountered on other grade separation projects.
8. Construction phasing will not be addressed in detail.

9. For the purpose of this study, it is assumed the BNSF tracks will not be raised or permanently relocated.
10. Flow control will utilize infiltration. Infiltration rates will be assumed based on previous experience in the area. In general, it is assumed that soils in the area are good for infiltration.
11. Only basic water quality will be required based on traffic volumes and basin requirements.
12. Impervious/pervious areas will be based on a typical roadway section throughout the grade separation. Contributions from reconstruction of adjoining roadways and streets will be minimal.
13. 13. Cost estimates will be based on previous experience with similar projects. Detailed quantities will not be determined at this time.

TASK 1 – PROJECT ADMINISTRATION

1.1 Project Administration and Management

The CONSULTANT shall perform project administration and management tasks as follows.

1. Prepare and submit itemized monthly invoices, including a tabulation of hours expended, broken down by staff. It is assumed that costs will not be broken out by task on the invoices.
2. Provide a brief progress statement summarizing the status of the budget with each monthly invoice. It is assumed that detailed progress reports will not be required.
3. Prepare and update project schedule periodically as circumstances require.
4. Maintain all contract-required documentation.

Deliverable(s)

- Monthly invoice (one copy)
- Updated project schedules if required (one copy)

1.2 Team Meetings and Coordination

The CONSULTANT shall facilitate an average of two internal project team coordination meetings per month. Meetings shall be approximately 1 hour in duration and shall be attended by an average of three CONSULTANT team members, including two CONSULTANT discipline specialists for civil roadway design and structural design.

The CONSULTANT shall facilitate up to four meetings with City of Marysville Public Works staff. The meetings shall be approximately 2 hours in duration and shall be attended by an average of two CONSULTANT team members. The CONSULTANT shall prepare an agenda and shall provide summary notes afterwards. It is anticipated that the meetings shall occur at appropriate project milestones as follows.

1. Project Kick-Off.

2. Alignment screening.
3. Presentation of alternatives.
4. Meeting to discuss and resolves comments on the study deliverable described.
- 5.

Deliverable(s)

Meeting summary notes.

1.3 Quality Assurance

The CONSULTANT shall provide QA/QC for all design work in accordance with the CONSULTANT's QA/QC standards.

Deliverable(s)

None anticipated.

TASK 2 – INFORMATION GATHERING/BASEMAPS

Starting with information provided by the CITY, and any other information readily available to the CONSULTANT, a project base map will be created for use in the study. As part of this effort the CONSULTANT staff will identify, and attempt to fill, gaps in the information required to meet the project objectives described above. The resulting base map will be presented at an alignment screening workshop as part of TASK 3. Any deficiencies will be discussed with the CITY and a determination made if additional information is required to proceed with the study. The efforts to obtain any additional information will be provided as a supplemental service.

Deliverable(s)

A separate final deliverable for this is not anticipated. The draft project base map will be used for the alignment screening described in TASK 3. A final project basemap, including any supplemental information obtained after the alignment screening will be incorporated in the deliverable for the summary memo for TASK 6.

TASK 3 – PRELIMINARY ALIGNMENT SCREENING

Up to 5 alignments will be identified conceptually. Three of these are assumed to be the ones previously identified by the CITY. Two additional alignments will be proposed by the CONSULTANT in consultation with the CITY. The 5 alignments will be screened down to 1 to be evaluated and studied as described below. This process will be completed at a workshop to be facilitated by the CONSULTANT. A formal detailed screening process based on screening criteria will not be used. The screening will be based on a qualitative discussion and the rationale captured in a brief memorandum.

It is anticipated that a more formal screening analysis would need to be completed at a later date if the CITY decide to pursue the project and after conferring with Public Works subcommittee on additional alignments to be studied in more detail. It is understood that City staff may use the results of this preliminary screening and the concept level costs for an overpass and an underpass to work with elected officials to determine alignment alternatives to be considered in a more detailed engineering analysis at a future time.

Deliverable(s)

A draft screening memorandum will be prepared and submitted to the CITY for review and comments. A final screening memorandum, incorporating the CITY's comments will be prepared and will be incorporated in the deliverable for the summary memo for TASK 6.

TASK 4 – OVERPASS ALTERNATIVE DEVELOPMENT

The CONSULTANT will develop plan and profile for overpasses of the BNSF at the location identified by the alignment screening effort described in TASK 3. The CONSULTANT will prepare the following information.

- A preliminary determination of the type and size of the bridge and the extent of fills and retaining walls.
- Cost estimates for the overpasses will be based primarily costs per square foot of structures, retained embankment and at grade roadway. Most costs will be based on plug cost numbers that will be based on experience with similar recent projects.
- A list of possible ROW takes and/or construction easements will be prepared.
- Stormwater facilities will be sized by comparison to past projects.
- A list of any environmentally sensitive areas located within the footprint of the proposed overpass projects will be developed. A detailed analysis of potential environmental impacts of and associated mitigation will not be addressed.

Deliverable(s)

A separate final deliverable for this is not anticipated. The results of this effort will be presented at a project workshop/presentation and incorporated in a summary memo, all as described for the TASK 6.

TASK 5 – UNDERPASS ALTERNATIVE DEVELOPMENT

The CONSULTANT will develop plan and profile for underpasses of the BNSF at the location determined by the screening analysis. The CONSULTANT will prepare the following information.

- A preliminary determination of the type and size of the RR bridge, the extent of excavations and retaining walls. This will also include a preliminary determination of the size and extent of a bottom seal needed to create a watertight underpass. Ground water elevations will be assumed based on information from past construction in the area and/or information from wells in the area.
- Cost estimates for the overpasses will be based primarily on plug cost numbers that will be based on experience with similar recent projects. A narrative description of the estimate, including unknowns will be provided.
- Pump station costs will be based upon previous recent experience. It is assumed that operating and maintenance costs, if required, will be provided by the CITY.
- The need for a temporary shoe fly of the BNSF will be addressed and, if required, a cost will be estimated based upon previous recent experience.
- A list of possible ROW takes and/or construction easements will be prepared.
- Stormwater facilities will be sized based on comparison with past projects.
- A list of any environmentally sensitive areas located within the footprint of the proposed overpass projects will be developed. A detailed analysis of potential environmental impacts of and associated mitigation will not be addressed.

Deliverable(s)

A separate final deliverable for this is not anticipated. The results of this effort will be presented at a project workshop/presentation and incorporated in a summary memo, all as described for the TASK 6.

TASK 6 – ALTERNATIVE SUMMARY PRESENTATION AND MEMORANDUM

The results of TASKS 5 and 6 will be presented at a project meeting/workshop. A comment form will be provided at that meeting. Comments provided by the CITY at the meeting will be captured in the form. The CITY will also be provided an opportunity to follow up with additional comments and questions within a mutually agreed time frame. It is assumed the CITY will collect all comments, eliminate duplicates and resolve comments outside the scope of the CONSULTANT's scope of work (as much as practical) before submitting comments to the CONSULTANT.

The CONSULTANT will meet with the CITY a second time to agree on how all comments will be addressed. Presentation materials will be updated as required and summary memo of approximately 10 pages will be prepared and submitted to the CITY for review and comment. The CONSULTANT will meet with the CITY again, if required, and subsequently finalize the

summary memo and supporting work products. It is assumed there will be only one round of comments on the memorandum.

Deliverable(s)

A draft and final summary memo documenting the results of the study.

SCHEDULE

The CONSULTANT will complete all tasks within a mutually agreeable time frame.