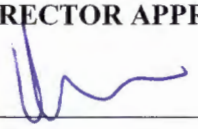


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 13, 2017

AGENDA ITEM:	
Professional Services Agreement with BergerABAM for Design of the First Street Bypass Project	
PREPARED BY:	DIRECTOR APPROVAL: 
Jeff Laycock, City Engineer	
DEPARTMENT:	
Engineering	
ATTACHMENTS:	
Professional Services Agreement	
BUDGET CODE:	AMOUNT:
30500030.563000, R0901	\$1,595,421.00
SUMMARY:	

On October 15, 2016, the City advertised a Request for Proposals, asking firms to submit written proposals stating their qualifications to provide consultant services related to the First Street Bypass project. The City received proposals from ten firms and selected BergerABAM, HDR Engineering and Perteet Engineering to participate in an interview selection process. Interviews were conducted on December 8, 2016. Following the interviews, the consultant selection committee concluded that BergerABAM was the most qualified firm for the project.

The attached Professional Services Agreement will provide the City with design, permitting and right-of-way services for the First Street Bypass project. It is in staff's opinion, that the negotiated fee of \$1,595,421.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach in order to meet the project schedule. Staff is confident that the City will be well served by BergerABAM as it relates to this project.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement between the City of Marysville and BergerABAM, Inc. in the amount of \$1,595,421.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MARYSVILLE
AND BERGERABAM, INC**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February, 2017, by and between the City of Marysville, a Washington State municipal corporation (“City”), and BergerABAM, Inc, a corporation, licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 33301 Ninth Avenue South, Suite 300, Federal Way, Washington, 98003-2600 (“Consultant”).

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

1. SCOPE OF SERVICES. The Consultant shall provide the work and services described in the attached Exhibit A, incorporated herein by this reference (the “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.

2. TERM. The term of this Agreement shall commence upon notice to proceed as issued by the City and shall terminate at midnight on June 30, 2019. The parties may extend the term of this Agreement by executing a written supplemental amendment.

3. COMPENSATION. The Consultant shall be paid by the City for Services rendered under this Agreement as described in Exhibit A and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Million Five Hundred Ninety Five Thousand Four Hundred Twenty One Dollars and Zero Cents (**\$1,595,421.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

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

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

4. CONSULTANT’S OBLIGATIONS.

4.1 MINOR CHANGES IN SCOPE. The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

4.2 ADDITIONAL WORK. The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

4.3 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 Services 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 Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

4.4 PUBLIC RECORDS ACT. Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
 - i. Provide the records to the City in the manner requested by the City;
 - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
 - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

4.5 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.

4.6 INDEMNITY.

a. Indemnification and Hold Harmless. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 damages 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 officers, officials, employees, and volunteers, the Consultant’s liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart “a” of this Section 4.6. This waiver has been mutually negotiated by the parties.

_____(initials) _____(initials)

4.7 INSURANCE.

a. **Insurance Term.** 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 Services hereunder by the Consultant, its agents, representatives, or employees.

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

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence 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.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

4.8 LEGAL RELATIONS. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

4.9 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 the Consultant's status as an independent contractor in the performance of the 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 not make

a claim of City employment and shall not 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 to the Services that the Consultant performs under this Agreement.

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

4.10 EMPLOYMENT.

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) 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 performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

_____ No, employees performing the Services have never been retired from a Washington state retirement system.

_____ Yes, employees performing the Services have been retired from a Washington state retirement system.

In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

4.11 NONASSIGNABLE. Except as provided in Exhibit B, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

4.12 SUBCONTRACTORS AND SUBCONSULTANTS.

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

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in Exhibit B.

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

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

4.13 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 when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

4.14 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 the Services provided to the City.

4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against any 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; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. 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.

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

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

6. GENERAL TERMS.

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

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

CITY OF MARYSVILLE
Jeff Laycock, PE; City Engineer
80 Columbia Ave
Marysville, WA 98270

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

BERGERABAM, INC.

Ross French, PE

33301 Ninth Avenue South, Suite 300

Federal Way, WA 98003-2600

6.2 TERMINATION. The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

6.3 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.

6.4 EXTENT OF AGREEMENT/MODIFICATION. This Agreement, together with exhibits, attachments, and 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 a written supplemental amendment properly signed by both parties.

6.5 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 parts, terms, or 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 part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

6.6 NONWAIVER. A waiver by either party of a breach by the other party 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.

6.7 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.

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

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

6.10 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.

6.11 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 herein.

DATED this _____ day of _____, 20_____.

CITY OF MARYSVILLE

BERGERABAM, INC.

By: _____
Jon Nehring, Mayor

By: _____
Robert L. Fernandes
Its: Vice President

Attested/Authenticated:

April O'Brien, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

EXHIBIT A

**EXHIBIT A-1 - SCOPE OF WORK FOR PLANS, SPECIFICATIONS, AND ESTIMATE
CITY OF MARYSVILLE FIRST STREET BYPASS
PROJECT NO. R0902**

PROJECT BACKGROUND AND OBJECTIVES

The City of Marysville (hereinafter referred to as "CITY") proposes to construct a new First Street roadway corridor between State Avenue (State Route 529 [SR 529]) and 47th Avenue NE. The scope of work under this contract to provide plans, specifications, and cost estimates (PS&E) for this project will include new pavement, curb and sidewalks, bicycle facilities, and intersections along First Street. The roadway elements and cross sections will be developed for the corridor along with portions of State, Columbia, Alder, and 47th avenues where they intersect First Street.

The drainage system will be designed, along with any treatment facilities required, by standards for stormwater runoff. The CONSULTANT shall coordinate with the utility companies to determine their needs. Additional project elements, such as traffic signals, illumination, and landscape features, will also be included in the design.

BergerABAM Inc., hereby referred to as "CONSULTANT," shall provide engineering design services to complete the work, together with their SUBCONSULTANTS, hereby referred to as "SUBCONSULTANT(S)," who shall provide other design services as described in this scope of work under the direction of the CONSULTANT.

EXHIBIT A-1

**SCOPE OF WORK FOR ENGINEERING SERVICES
FIRST STREET BYPASS**

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INTRODUCTION

GENERAL PROJECT ASSUMPTIONS

The following list is included to confirm the understanding between the CITY and the CONSULTANT and will be used to guide the work.

- Throughout this scope of work, it is understood that the CITY will provide the CONSULTANT with one set of consolidated review comments for each draft review round. The CONSULTANT will respond to the comments and incorporate the agreed-upon resolution into the final document(s).
- It is assumed that the CONSULTANT will complete the PS&E for the project (see Task 9.0) with only one demobilization of its design staff after completion of the permitting submittal as described in Task 6.0.
- The project will be advertised for construction no later than 1 March 2019.
- Federal funding is not anticipated for this project. Therefore, it is assumed that only State Environmental Policy Act (SEPA) environmental documentation and permitting process will be followed.
- It is assumed that wetland impacts can be minimized sufficiently so that a U.S. Army Corps of Engineers (USACE) Nationwide Permit No. 14 (Linear Transportation Projects) will be used.
- A USACE Nationwide Permit No. 6 (Survey Activities) will be required for survey and geotechnical explorations in the wetland.
- Water quality treatment, but not detention, will be required for stormwater runoff. Due to poor soil conditions, it is anticipated that low-impact design (LID) may not be possible. The CONSULTANT will explore both a pond south of First Street between State and Alder avenues and LID options throughout the project site to provide water quality facilities.
- The CITY will provide relevant plans, studies, available existing mapping, and permitting histories for affected properties and identify known stakeholders.
- The CONSULTANT will provide ground-based topographic survey mapping and will provide any additional survey information to complete the design.
- With the assistance of the CONSULTANT, the CITY will procure all project permits and complete the permit commitment file. These commitments will be incorporated into the plans and specifications by the CONSULTANT.
- Underground utility marking or utility potholing is not included in this proposal. CONSULTANT will call in for any utility locates and obtain records from private utilities. If

potholing is required, this work, including flagging and disposal of material, will be provided by the CITY.

- It is anticipated that pedestrian and bicycle facilities may be separated from the roadway and provided on Second Street. The possible key design features and locations will be as shown in Task 5.0
- Up to three intersections will receive new or reconstructed signal systems. These are identified as follows.
 - First Street and State Avenue (reconstructed)
 - First Street and Columbia (new)
 - One of the following three intersections
 - a. First Street and 47th Avenue NE (new)
 - b. Second Street and 47th Avenue NE (new)
 - c. Third Street and 47th Avenue NE (reconstructed)
- The design will be performed in AutoCAD 2017.
- This scope does not include any construction phase services. Those services will be provided as a supplemental service.

The following detailed task descriptions define the scope of work (and associated engineering fee estimate) for the authorized tasks addressing the final design phase of the project.

TASK 1.0 GENERAL ACTIVITIES

This task includes all administrative efforts to complete the project on time and within budget. Subtasks will include the following and assume that the duration of this activity will be 30 months.

Subtask 1.1 Project Administration and Invoicing

The CONSULTANT shall provide administration and communications between the CONSULTANT team and the CITY. The CONSULTANT shall perform project administration tasks as follows.

- Prepare and submit monthly invoices, including a tabulation of hours expended. Prepare monthly progress reports summarizing the status of the project. Prepare and update the project schedule periodically as circumstances require or as requested by the CITY. Prepare SUBCONSULTANT agreements and perform ongoing SUBCONSULTANT coordination.
- Maintain all contract-related documentation.
- Maintain a web-based file sharing system (Newforma) that will allow CITY and CONSULTANT team members access to up-to-date project files.

Subtask 1.2 Consultant Team Meetings and Coordination

The CONSULTANT shall facilitate an average of four internal project team coordination meetings per month. Meetings shall be approximately 1 to 2 hours in duration and shall be attended by an average of four CONSULTANT team members.

Subtask 1.3 Meetings and Coordination with City of Marysville

The CONSULTANT shall facilitate an average of one meeting per month with the CITY. Meetings shall be approximately 1 to 2 hours in duration and shall be attended by an average of four CONSULTANT team members.

Subtask 1.4 Quality Assurance

The CONSULTANT shall provide quality assurance/quality control (QA/QC) for all design work in accordance with the CONSULTANT's QA/QC standards.

Deliverable(s)

- Monthly progress report and invoice (one copy)
- Updated project schedule if required (one copy)
- Updated contract forms and certifications
- QA/QC documentation for all design work will be made available to the CITY upon request

TASK 2.0 SURVEY AND BASE MAPPING

A subconsultant, Beyler Consulting, LLC (SUBCONSULTANT), will provide existing conditions topographic survey and right-of-way (ROW) and parcel boundary document research, field work, and base mapping preparation, including any traffic control and/or safety compliance requirements within CITY ROW. SUBCONSULTANT shall use the data collected in this survey effort to develop base files ready for this project's design. The overall area to be surveyed is shown on attached Exhibit 1 for reference.

Subtask 2.1 Meetings, Correspondence, Utility Locate Coordination

SUBCONSULTANT will attend meetings as requested, provide progress reports, and other correspondence as needed, as well as coordinate with utility locate providers to paint subsurface utilities within public ROWs. If the CITY requests private utility locates, SUBCONSULTANT will also coordinate it, but the costs associated with that service shall be paid directly by the CITY.

Subtask 2.2 Right-of-Way and Parcel Research, Title Analysis, Boundaries

SUBCONSULTANT will perform ROW research and determination of all ROWs through the project and review and analyze all title reports provided for the project, including easements (up to a maximum of 45 separate parcels) to be used as a basis for plotting property and ROW boundaries to be used within the base map. This effort is primarily for the main alignment route, and does not include title report analysis of the adjacent parcels of the non-motorized route along Second Street. However, it does include ROW research and determination through the non-motorized route along Second Street. This task also includes research of public survey records throughout the project, as well as research regarding survey control and controlling monuments to be used throughout the project design and construction.

Subtask 2.3 Survey Control and GPS/State Plane Establishment

SUBCONSULTANT will perform field work to locate and tie monuments that control all ROW limits and parcel boundaries throughout the entire project. This includes setting control for the project that can be used for future construction purposes. Each control point shall have state plane horizontal values assigned to it (at ground) and elevation stated at NAVD 88 datum.

Subtask 2.4 Topographic Survey of 1st Street/Main Alignment

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches in diameter at breast height (DBH), utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig) and/or a utility locating SUBCONSULTANT (to be performed by SUBCONSULTANT and paid for by the CITY). This task will not include surveying south of the southerly ROW limits of First Street between State and Alder avenues. Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals. This task also includes locating up to 50 wetland flags within the topographic area for the main alignment if flagged prior to the commencement of our field work.

Subtask 2.5 Topographic Survey of Potholes/Borings

Following the initial topographic survey, additional topographic survey at approximately 10 locations may be conducted following notice from the CITY to locate geotechnical borings and potholes utilities.

Subtask 2.6 Topographic Survey of Second Street/Non-Motorized Route

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig) and/or a utility locating SUBCONSULTANT (to be performed by SUBCONSULTANT and paid for by the CITY). Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals.

Subtask 2.7 Topographic Survey of First Street Parcels

The topographic survey will portray aboveground surface features, including but not limited to, fences, buildings, driveways, manholes, storm structures, water valves, fire hydrants, water meters, pavement limits, landscaping, retaining walls, trees greater than 6 inches DBH, utility vaults, utility poles, and utility pedestals. Also included will be the horizontal locations of the existing underground utilities as field located by the respective utility purveyor (CallBeforeYouDig). This task is to survey the parcels lying south of the southerly ROW limits of First Street between State and Alder avenues. Surface ground data points shall be collected in a manner sufficient to plot elevation contours at 1-foot intervals.

Subtask 2.8 Partial Topographic Survey of 47th Avenue NE

This partial survey of 47th Avenue NE (Liberty) will be from the northerly limits of the survey performed under Subtask 2.6, north to the northerly limits of the crosswalk on the south side of Third Street (SR 528). The survey will identify only the limits of the sidewalks on both sides of the street, the channelization paint present, flowlines, and crown of roadway.

Subtask 2.9 Storm Drainage System Survey

Survey the location of approximately 40 storm drainage structures throughout and adjacent to the project, heading southerly to the slough to the south. Additionally, rim and invert elevation information and structure particulars will be collected, and then added to the overall base map being developed in this effort.

Assumption(s)

- The CITY will obtain right-of-entry agreements.
- All costs for utility locating will be paid directly by the CITY.

Deliverable(s)

- A file, developed in AutoCAD® Civil 3D® 2017, at 1"=20' (or similar) scale electronic base map with 1-foot contour intervals, constrained to the CITY standards, including the information listed above
- An existing ground surface model in AutoCAD® Civil 3D® 2017 and LandXML v2.0 format
- Photos, field notes, videos, and sketches captured during the survey effort

TASK 3.0 TRAFFIC ANALYSIS

DKS, a SUBCONSULTANT, shall conduct an analysis of the existing conditions, projected future traffic, and conduct an alternative analysis of proposed alternatives for the First Street bypass. As much as possible, the traffic analysis will use existing models and forecasted future traffic.

The study area includes the area bounded by

- SR 529 from First Street to SR 528
- SR 528 from SR 529 to 47th Avenue
- 47th Avenue from SR 528 to First Street
- First Street from 40th Avenue to SR 529 (proposed)

The study years for the project are

- Existing Year (2017)
- Design Year (2037)

Assumption(s)

- 2037 VISUM travel demand models from the SR 529/I-5 Interchange Justification Report (IJR) and Marysville I-5 to City Center Access Study, including all alternatives, will be provided by the CITY for use on this project.
- 2037 Synchro traffic models from the SR 529/I-5 IJR and Marysville I-5 to City Center Access Study, including all alternatives, will be provided by the CITY for use on this project.
- Study years will match the I-5 to City Center Access Study: “Existing (2017)” and “Design Year (2037)”.
- No VISSIM modeling is included in this task.
- No additional travel demand modeling will be required for this project.
- The study area for the IJR and the City Center Access Study include SR 529 from I-5 to SR 528. Additional intersections will be added to the existing models for Second Street, 47th Avenue, and the proposed First Street bypass build alternatives.
- Any additional traffic data, including signal timing, turning movement volumes, historical crash data and traffic volumes, will be provided by the CITY.
- The analysis will consider a single hour during the evening (between 4 p.m. and 5 p.m.) peak hour.

Subtask 3.1 Data Collection

The CITY shall provide all traffic models used for City Center Access Study, including:

- VISUM travel demand models for the existing year (2017) and design year (2037).
- Synchro models for the existing year (2017) and the design year (2037) PM peak hour no-build conditions.

The CITY shall provide additional traffic data, including

- Existing PM peak hour traffic turning movement volumes for each intersection within the study area.
- Traffic signal timings for all signalized intersections within the study area.
- Historical crash data for the most recent five years of available data for the study area.

SUBCONSULTANT shall review all traffic data and models provided by the CITY.

SUBCONSULTANT will create a memorandum of additional data needs, if any, to be provided by the CITY. If needed, SUBCONSULTANT will coordinate traffic data collection for up to six intersections during the PM peak hour, as identified in the data review.

Deliverable(s)

- Data and traffic model review memorandum
- Turning movement counts for up to six intersections

Subtask 3.2 Evaluation Framework

SUBCONSULTANT shall coordinate with the CONSULTANT team and the CITY to identify performance measures to be used for the evaluation of the proposed alternatives. Traffic-related performance measures may include level of service, intersection delay, travel time, and other operational measures. SUBCONSULTANT will make a written draft recommendation of the proposed evaluation framework to be used for the analysis segment and will present them at a monthly coordination meeting (no additional meeting or meeting minutes are assumed as part of this task).

Based on feedback received by the design team, SUBCONSULTANT will create a memorandum summarizing the recommended evaluation framework. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Evaluation framework recommendation summary memorandum

Subtask 3.3 Evaluate Traffic Operations/Circulation

SUBCONSULTANT shall review the existing and design year models to ensure they reflect baseline assumptions for the study area. SUBCONSULTANT shall add up to three study area intersections into the provided traffic models. Models will be created and run for the PM peak hour only. Reports on the identified evaluation framework will be produced and measures of effectiveness tabulated for the existing and design year no-build conditions.

SUBCONSULTANT shall create a summary memorandum, including the tabulated measures of effectiveness. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Existing year peak-hour Synchro models
- Design year peak-hour no-build Synchro models
- Existing year and design year no-build conditions summary memorandum

Subtask 3.4 Alternative Analysis

SUBCONSULTANT shall coordinate with the project team to create traffic models for up to three build alternatives, including proposed signalized intersections and roundabout alternatives. The alternatives shall include a VISUM travel demand model to determine any change in travel demand due to the proposed improvements. Synchro models will be created and run for evening peak hours. Sidra models will be created from any roundabout operation analysis needed. Reports on the identified evaluation framework will be produced and measures of effectiveness tabulated for each alternatives during the design year conditions.

SUBCONSULTANT shall create a summary memorandum, including the tabulated measures of effectiveness for each alternative. This memo will be incorporated as a chapter in the final traffic operations memorandum.

Deliverable(s)

- Design year peak-hour Synchro models for up to three build alternatives
- Build alternatives traffic analysis summary memorandum

Subtask 3.5 Traffic Operations Memorandum

SUBCONSULTANT shall create a traffic operations memorandum documenting the data collection, existing, future no-build, and build alternative traffic analysis. The traffic operations memorandum will combine each of the summary memorandums created under each of the previous tasks. Any comments or feedback from the CITY and the CONSULTANT team will be incorporated into the draft traffic operations memorandum. No recommendations will be included, as the report is expected to be one piece of a larger effort that will inform the selection of a final recommended alternative. A draft traffic operations memorandum will be submitted to the CITY for review. Following a review period, SUBCONSULTANT will respond to comments and finalize the traffic operations report.

Deliverable(s)

- Draft traffic operations memorandum
- Final traffic operations memorandum

TASK 4.0 GEOTECHNICAL ENGINEERING

Shannon & Wilson, a SUBCONSULTANT, shall provide geotechnical services for the First Street bypass project.

Subtask 4.1 Geotechnical Investigation and Reports

The purpose of this work element is to provide geotechnical engineering, design, and construction recommendations for the proposed embankment and roadway-related structures for the First Street bypass. Geotechnical engineering recommendations for the portion of the alignment in the wetland will consider the sloped embankment fill and retained fill. Both alternatives will consider ground improvement, such as wick drains, lightweight fill, and pile support. Additional geotechnical engineering recommendations will be developed for pavements and roadway widening fills.

Based on nearby borings, the project site is believed to be underlain by floodplain organics, soft estuarine (marine delta), and alluvial deposits. Explorations will be advanced to determine subsurface soil conditions and evaluate pile-supported, lightweight fill, surcharge, and staged construction embankment options. The analyses will include evaluations of embankment stability, embankment settlement, earthquake-induced hazards, and pavement design.

Subtask 4.1.1 Data Collection and Review

The approach to understanding the local geology, subsurface soils, and depth to glacially overridden soils will be to first collect and review available significant geologic and

geotechnical data for the site. The review of the existing data will guide the subsequent subsurface investigation and field and laboratory test program. The SUBCONSULTANT will review the following data.

- USGS geologic maps and reports
- Shannon & Wilson data and reports from nearby projects, including the Ebey Slough Bridge Replacement and the Marysville Wastewater Treatment Plant

Subtask 4.1.2 Field Investigation

The SUBCONSULTANT will conduct field reconnaissance to evaluate boring layout explorations for the preferred alternative. The SUBCONSULTANT will perform two borings and two cone penetration tests (CPTs) to evaluate the subsurface conditions in the portion of the bypass that lies within the wetland area between Alder Avenue and Liberty Street. The primary focus of the borings will be to obtain representative soil samples and data that will allow characterization of stratigraphy, organic content, soil strength, and compressibility. The borings and CPTs will be advanced with track-mounted equipment to depths of about 125 to 150 feet. The borings will be drilled using mud rotary techniques. Thin-walled, relatively undisturbed, soil samples will be obtained at representative depths from the two borings. In addition, the SUBCONSULTANT will perform vane shear tests at select depths to evaluate the in-situ shear strength of the upper alluvial deposits.

The SUBCONSULTANT will prepare field logs of the borings and CPTs, collect representative samples, record SPT blow counts, and present the results of the vane shear tests.

The portion of the site in the wetland is undeveloped and contains very soft surficial soils, fallen trees in the wetland, and an existing ditch. On the west, there is a 6- to 8-foot grade change and an existing ditch/creek. Temporary access will need to be constructed to provide a means to conduct the field investigations described previously. We anticipate that a 10- to 12-foot-wide access road from both the east and west will be required as explorations will be performed along the entire alignment. Additionally, a 16- by 20-foot cleared area will be required at the exploration locations. As a cost-saving measure, the SUBCONSULTANT has assumed the CITY will construct all the temporary access required to complete the exploration operations in the wetland.

Assumption(s)

- The drilling will occur sometime between 15 July and 1 September.
- Wetland access permits to advance the explorations will be obtained in other work elements described herein. These permits will provide access to the proposed exploration locations.
- All permits will be prepared by others as described in other work elements herein. All permit fees are included in other work elements described herein.

- Temporary access will be completed by the CITY and our fee does not include installation or removal of this temporary access. The CITY will provide access through their property to the wetland explorations site, including temporary removing of fencing.
- The SUBCONSULTANT will not need to pay prevailing wages to subcontractors.
- The borehole locations will be surveyed by other design team members for layout and as-built conditions.
- The borings will be drilled during normal daytime workday hours. A day of drilling will include 12 hours of combined drilling/observation/travel time. No work-hour restrictions will be imposed for field explorations.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- The boreholes will be backfilled to the surface.
- All boring and CPT locations are accessible with a track-mounted drill rig.
- No contamination is suspected along the alignment; therefore, no steam cleaning of drilling/sampling equipment will be done. In addition, no environmental samples will be taken.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).
- Traffic control services are not required

Deliverable(s)

- Results of the boring logs will be included in the geotechnical data and engineering report

Subtask 4.1.3 Laboratory Testing

The SUBCONSULTANT will perform index and consolidation testing to determine soil classification, index properties, and estimates of soil compressibility and rate of consolidation. Representative undisturbed samples will be tested to estimate the soil compressibility and rate of consolidation.

Deliverable(s)

- Results of the testing will be included in the geotechnical data and engineering report

Subtask 4.1.4 Geotechnical Analysis

Analysis and recommendations will be developed for embankment stability, embankment settlement, earthquake-induced hazards, pavement designs, and construction considerations.

4.1.4.1 Subsurface Profiles

The SUBCONSULTANT will develop a cross section and subsurface profile using the results of the field investigation program. The subsurface profile will be used for engineering evaluations that will be performed in Subtask 4.1.4.

4.1.4.2 Embankment Stability

The SUBCONSULTANT will evaluate the transverse and longitudinal slope stability of the proposed roadway embankments/retained fills for static and seismic conditions. As required to meet the stability requirements, the SUBCONSULTANT will evaluate alternative embankment options, such as pile- or lightweight-fill supported embankment, surcharge, or staged construction techniques. Ground improvement, including wick drains, will be evaluated.

Assumption(s)

- A CAD file that includes topographic contours of the existing conditions and the proposed alignment will be provided by others.
- Cross sections that contain the existing conditions and the proposed alignment will be provided by others.

4.1.4.3 Embankment Settlement

The SUBCONSULTANT will evaluate static settlement of the embankments. Considering the site is underlain by sand and silt, elastic settlements will be estimated. The consolidation test results, which will be performed using representative samples, will be used to estimate long-term consolidation and secondary settlement. The SUBCONSULTANT will evaluate the need for surcharges and/or the effects of, including ground improvement or alternative methods to construct or support the roadway as discussed in Subtask 4.1.4.2

4.1.4.4 Earthquake-Induced Hazards

The SUBCONSULTANT will use the explorations performed at the site to estimate liquefaction potential for the WSDOT/AASHTO design ground motion. Post-liquefaction settlement and stability will be based on the empirical liquefaction methods and post-liquefaction settlement correlations.

4.1.4.5 Pavement

The SUBCONSULTANT will use the explorations performed at the site to estimate pavement and subgrade thickness using the WSDOT/AASHTO pavement design methods. Pavement subgrade conditions will be based on representative cores obtained along the alignment.

Assumption(s)

- Traffic loading and frequency will be provided by other members of the design team.

4.1.4.6 Construction Considerations

The SUBCONSULTANT will address construction considerations. Issues that will be considered will depend on the embankment option selected by the design team.

Subtask 4.1.5 Geotechnical Data and Engineering Report

The SUBCONSULTANT will prepare a draft and final geotechnical data and engineering report that presents the results of Subtasks 4.1.1 through 4.1.4. The report will contain subsurface data obtained, including logs of all explorations, results of the laboratory testing, representative subsurface profile, and geotechnical analysis results and recommendations.

Deliverable(s)

- Draft and final geotechnical data and engineering reports (two hard copies and one electronic copy)

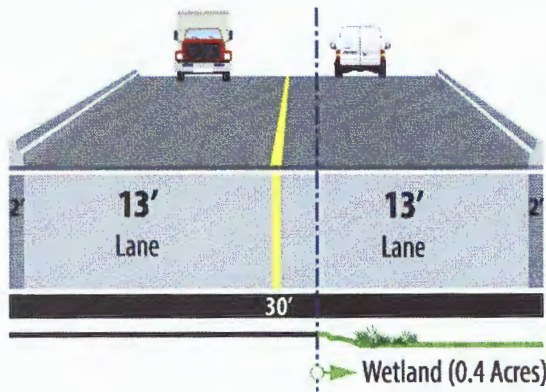
TASK 5.0 SCHEMATIC DESIGN

Subtask 5.1 Preliminary Concepts

The CONSULTANT shall provide up to three preliminary concepts for the First Street corridor. Each of the alternatives will identify critical design elements for the First Street Bypass corridor. Alternatives will address First Street intersections; roadway alignment; cross section; all roadway features within the ROW, including illumination; and any improvements to adjacent roadways. The three alternatives will be screened, using weighted criteria, to rank the various designs.

Assumption(s)

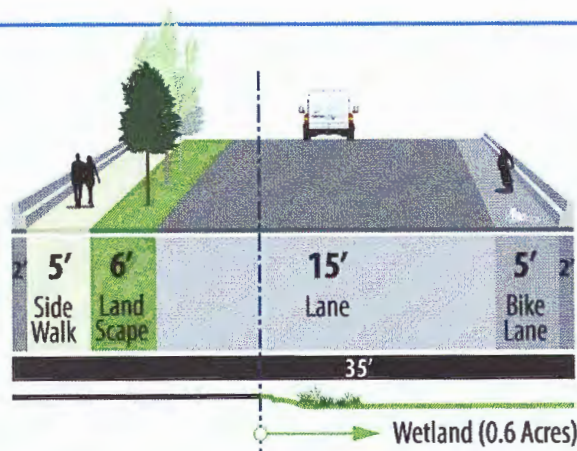
- All alternatives will have similar designs and sections between State Avenue and Alder Avenue.
- All alternatives will locate the roadway between Alder Avenue and 47th Avenue as far north as possible to minimize impacts to the wetland.
- The first alternative (Alternative C below) will consist of a two-way roadway with no median, sidewalks, or bicycle facilities between Alder Avenue and 47th Avenue. Bicycle and sidewalk facilities will be located on Second Street.
- The second alternative (Alternative A below) will consist of a single, one-way vehicular roadway eastbound between Alder Avenue and 47th Avenue, with a single sidewalk and bicycle lane adjacent to the roadway. Westbound vehicular traffic will be routed to Second Street between 47th Avenue and Alder Avenue. The section on Second Street is anticipated to include rechannelization of the existing roadway with two 12-foot lanes westbound, shared use paths or widened sidewalks and bicycle lanes, landscape strips adjacent to the vehicle lanes, and parallel parking on one or both sides of the street. No section for Second Street is available at this time.



Alternative C

- Delete Sidewalk and Bike Lanes
- move Pedestrian and Cyclists to 2nd Street

First Alternative



Alternative A

- 1st Street Bypass One-Way East Bound
- 2nd Street One-Way West Bound

One-Way from State Avenue to 47th Avenue North East

— OR —

One-Way from Alder Avenue to 47th Avenue North East

Second Alternative

- The third alternative will consist of two traditional 12-foot travel lanes and a 12-foot multi-use trail on one or both sides of the roadway with minimal or no landscaping. We do not have a section exhibit of this alternative at this time.

Evaluation and selection of the preferred schematic design will be based on qualitative evaluation criteria to be determined in consultation with the CITY. It is assumed that the evaluation criteria will focus on relative costs, operational characteristics of the alternatives, the footprint of each and the impact of the footprint(s) on permitting, and ROW concerns. Operational characteristics will be based on existing traffic analysis and data. Detailed operational analysis will not be provided.

It is assumed that drainage and geotechnical features of the alternatives will be similar and will not play a role in the selection of the preferred alternative. Therefore, no significant effort is anticipated in this area during the development and evaluation of the alternatives.

The development and evaluation of a schematic design concept and selection of a preferred alternative will be completed in consultation with the CITY at up to three meetings included in the scope of work for Subtask 1.3. The results of these meetings will be documented in meeting minutes as described for Subtask 1.3. The results of all schematic design efforts will subsequently be summarized in a draft and final summary design memorandum. The design memorandum will include the following.

1. A summary of design criteria for the project.
2. Schematic plans and cross sections in sufficient detail to describe the features that will be the basis of the PS&E for the First Street bypass corridor.
3. A preliminary cost estimate will be provided based on square footage estimates.
4. A discussion of the evaluation criteria and ranking of the schematic alternatives.
5. Conceptual roadway layout plans and roadway sections will be created for First Street from State Avenue to 47th Avenue NE to aid the CITY in determining the ROW needs at this location based on the alignment of the roadway.
6. A revised project schedule.

Deliverable(s)

- Draft summary design memorandum
- Final summary design memorandum

TASK 6.0 PERMITTING PS&E

The CONSULTANT shall prepare preliminary plans, as described below, for the First Street bypass using design concepts approved by the CITY. As needed and agreed to by the CITY, plan sheets may be added to, combined, and eliminated.

Design criteria shall be reviewed to meet AASHTO, Proposed Right-of-Way Accessibility Guidelines (PROWAG), WSDOT, and CITY design and code requirements. The CONSULTANT shall prepare a draft summary identifying design criteria and any variances to the Marysville Design Standards that may be necessary or appropriate. The following elements are included in this task.

Subtask 6.1 Preliminary Roadway Plan

The CONSULTANT shall assume that the preliminary roadway alignment for First Street bypass between State Avenue and 47th Avenue NE, along with alignments for all cross streets, including Alder Avenue, will remain the same as those developed during conceptual design efforts. The alignments shall be reviewed to account for the following.

- Sight distance
- Turning movements

Subtask 6.2 Preliminary Roadway Profile

The CONSULTANT shall develop a preliminary profile for the First Street bypass between State Avenue and 47th Avenue NE. The profile grade shall be reviewed to account for the following.

- Elevation of existing and future roadways and driveways
- Drainage system(s) and patterns
- Cover over existing utilities
- Edge conditions

Subtask 6.3 Cross Sections

The CONSULTANT shall prepare preliminary cross sections for the roadway section of the First Street bypass. The cross sections shall show accommodations for drainage concepts and edge conditions. To the extent possible and/or practical, the roadway section will be designed to accommodate a complete street at some future date. A complete street would accommodate vehicles, pedestrians, and bicycles, as well as landscape features and lighting along the full roadway corridor and any related facilities. The cross sections for all cross streets, including State Avenue, will not be developed or modified at this time.

Subtask 6.4 Channelization Plans

The CONSULTANT shall prepare channelization plans for the First Street bypass based on the existing traffic data and access requirements and forecasted 2035 traffic volumes for the alternative selected.

Subtask 6.5 Drainage Plans and Profiles

The CONSULTANT shall prepare drainage plans with profiles for the First Street roadway and pond and/or LID facilities based on the results of Task 2.0.

Subtask 6.6 Reviews and Draft Summary of Design Criteria

The CONSULTANT shall submit in-progress project documents to the CITY for review and comment at the completion of the preliminary design phase of the project. The CONSULTANT

shall incorporate the CITY's comments. A draft summary of design criteria shall be created to list all of the requirements of the preliminary design before the next phase of design is commenced.

Assumption(s)

- The third alternative will ultimately be selected as part of Task 5.0. Second Street will be improved to provide a multimodal facility. Up to three reconstructed or new signalized intersections will be required.
- During the Task 6.0 process, three monthly meetings will be augmented to include additional time to discuss design decisions to be made by the CITY. CONSULTANT will send design information to the CITY prior to these meetings.

Deliverable(s)

- Preliminary alignment, profile, and cross section plans
- Channelization plans
- Drainage plans and profiles
- Draft summary of design criteria

TASK 7.0 STORM DRAINAGE DESIGN

Subtask 7.1 Storm Drain Design

The CONSULTANT shall perform the following.

- Collect and review available paper and electronic record drawings and construction record drawings for existing stormwater facilities, including ponds, pipes, ditches, structures, and other features.
- Collect and review available stormwater designs, studies, and reports from WSDOT and the CITY.
- Collect available topographic information to complete basin delineations for contributing runoff areas and produce a drainage area map showing each contributing area and the proposed path for stormwater runoff from the project area, at a scale no smaller than 1"=200'.
- Prepare draft drainage report based on the preferred option established during Task 6.0.
- Meet with the CITY and other involved parties to review and discuss draft drainage report.
- Revise draft drainage report to final version that documents the design.
- Design project stormwater facilities, including pipes, inlets, catch basins, and associated structures.

Once the preferred stormwater design has been agreed upon, the CONSULTANT shall provide drainage plans and profiles.

The CONSULTANT shall prepare a drainage report per the criteria of the Washington State Department of Ecology (Ecology) Stormwater Management Manual for Western Washington (February 2012) and any additional requirements by the CITY and WSDOT.

The Drainage report shall include

1. Project overview
2. Detailed project description
3. Water quality computations
4. Stormwater conveyance calculations
5. Maintenance and operation of facilities

Assumption(s)

- Stormwater runoff from the project will be collected and conveyed to a stormwater treatment pond located between State Avenue and Alder Avenue south of First Street.
- The existing is either sufficient currently or can be upsized as part of this project to eliminate the need for flow control.
- Stormwater runoff will not infiltrate. However, the infiltration rate will be tested during geotechnical investigations.
- No underdrains will be required under the roadway sections or fills.

Subtask 7.2 Stormwater Treatment Pond and/or LID Facilities

The CONSULTANT shall perform an analysis of the area set aside for the proposed stormwater treatment pond south of First Street and east of State Avenue, which is intended to treat the runoff from the First Avenue Street bypass project. This preliminary analysis will determine the capacity of the existing area. The CONSULTANT shall develop conceptual plans to maximize the capacity of the pond within the available area and determine if any other runoff can be routed through the pond.

The CONSULTANT shall also perform an analysis of areas adjacent to the roadway corridor and within the project footprint to determine their appropriateness and feasibility to install LID facilities, such as rain gardens. If the analysis indicates that the available area for LID facilities is adequate for treating runoff, the CONSULTANT shall develop contract documents to include these facilities as a supplement to this scope.

Assumption(s)

- Stormwater runoff from the project will be collected and conveyed to a stormwater treatment pond located between State Avenue and Alder Avenue, south of First Street.
- LID options will be investigated but are not included in the fee estimate.

- Design for flow control facilities is not included in the fee estimate.

Deliverable(s)

- Draft drainage report (one electronic and two hard copy)
- Final drainage report (one electronic and two hard copies)

TASK 8.0 RIGHT-OF-WAY AND PLAN PREPARATION

Subtask 8.1 Research

Complete title report guarantees with supporting documents will be supplied by the CITY to aide in the depiction of the current boundaries per deed by Universal Field Services, a SUBCONSULTANT.

Assumption(s)

- The CITY will provide complete title report guarantees, with supporting documents, for those parcels affected by this project through ROW acquisition.
- This effort assumes up to 11 parcels.
- Monuments of any kind will not be set as part of this effort.
- This effort assumes that enough monumentation still exists to determine the necessary boundaries.

Deliverable(s)

- A single PDF summarizing the results of ROW research and affected parcels

Subtask 8.2 Right-of-Way Plans

Prepare ROW plans in compliance with the CITY requirements to identify portions of private property for the ROW acquisition required for this project. If available, complete title report guarantees, with supporting documents, will be supplied by the CITY to identify existing easements and will show those encumbrances on the ROW plans.

The CONSULTANT shall establish a centerline ROW alignment for use in defining existing and proposed ROW acquisitions. This procedure will also be used to define the limits of temporary and permanent easements. Calculations will be made to provide approximated square footage of all acquisitions.

Assumption(s)

- The ROW plans will be prepared in a WSDOT format, using centerline stationing with offsets to define the existing limits and proposed acquisition lines.

Deliverable(s)

- Draft ROW plans (seven sheets in PDF format)
- Final ROW plans (seven sheets on Mylar). Sealed and signed by a professional engineer and professional land surveyor licensed in the State of Washington

Subtask 8.3 Right-of-way Acquisition Services

There are no federal funds participating in this project; therefore, following the ROW acquisition procedures under federal and WSDOT guidelines and obtaining ROW certification through WSDOT is not required. However, it is assumed the CITY desires ROW acquisition procedures for this section of the project to follow the CITY's WSDOT-approved ROW acquisition procedures to the greatest extent practical. SUBCONSULTANT will further complete all ROW services in accordance with the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition and as may be directed by the CITY.

Based on preliminary aerial mapping and exhibits provided by the CITY and discussions with CONSULTANT staff, it is assumed up to seven separate non-CITY-owned tax parcels (five larger parcels) and three separate parcels of unknown ownership may be impacted requiring the acquisition of various real property rights as shown in Table A below. It is possible the Tulalip Tribe may have ownership interests in the three parcels of unknown ownership.

TABLE A						
Parcel Data			Real Property Rights to Acquire			
No.	Tax Parcel No	Taxpayer/Owner	Partial Fee Simple	Total Fee Simple	Perm Slope Easement	Temp. Const. Easement
1	30053300102400	Fink, William J.	X		X	X
2	30053300101900	Fink, William J.		X		
3	00686200000300	Moate, Thomas & Dawn			X	X
4	00686200000400	Gelinas Karen & David			X	X
5	30053300102200	Pariwarak, Inc.	X		X	X
6	30053300102000	Pariwarak, Inc.	X		X	X
7	30053300101800	Marysville Apartments, LLC	X		X	X
8	Unknown	(abuts south of Parcel 2)		X		
9	Unknown	(abuts south of Parcels 5 & 6)	X			
10	Unknown	(Vacated 47th Ave NE)	X			

Note: It is possible the Tulalip Tribe may have ownership interests in the three parcels of unknown ownership.

Assumption(s)

- Work is based on a review of a schematic alignment plan layout provided by CONSULTANT (ROW plan not available).
- Ownership based on review of limited public online information.

- No business occupants, residential occupants, or personal property displaced by this project; therefore, relocation assistance is not required.
- ROW certification through WSDOT is not required; however, all ROW services will comply with Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition to the greatest extent practical.
- CITY/CONSULTANT will provide the following.
 - Preliminary commitments (title reports) for all parcels shown in Table A. If requested, SUBCONSULTANT will order title reports or any updates. The title company will bill the CITY directly for each report.
 - Approve designation of the escrow company, if any, used for this project. The escrow company will bill the CITY directly for all escrow services provided.
 - ROW plans and drawings, maps, exhibits, ROW staking, etc., as necessary.
 - Legal descriptions in electronic format for all real property rights to be acquired.
 - Form approval, in electronic format, of all legal conveyance documents prior to use (i.e., offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases, and permits).
 - Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
 - Payment of any and all compensation payments to property owners, recording fees, legal services, and any incidental costs that may arise necessary to complete each transaction.
 - Confirm ownership of the three unknown parcels shown in Table A.

Subtask 8.3.1 Preparation and Administration

Discuss, strategize, and plan overall process with CITY and CONSULTANT staff. Attend project kickoff meeting with CITY and up to four progress meetings at the CITY’s offices. Progress meetings can be facilitated by conference calling if preferred. Provide up to eight monthly progress reports indicating the work completed for the invoiced month and identify issues requiring the CITY’s or CONSULTANT’s input or assistance. SUBCONSULTANT will provide sample acquisition documents for the CITY’s review and approval for use. The CITY’s preapproved forms will be used when provided. When appropriate, prepare parcel files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.

Deliverable(s)

- Sample acquisition forms for project use requiring CITY approval
- Parcel acquisition files for negotiations

Subtask 8.3.2 Title/Ownership Review

Conduct further ownership research and perform reviews of existing ROW information through limited public online information and available CITY records. It is assumed the CITY or CONSULTANT will provide title reports of all impacted properties shown in Table A. If requested, SUBCONSULTANT will order title reports and/or any updates and title supplements. The title company will bill the CITY directly. Upon receipt of title reports, SUBCONSULTANT staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts with utility encumbrances, etc. A parcel title summary memo for each parcel will be developed listing encumbrances and exceptions with recommendations to the CITY to either accept or clear from title. In regards to the three unknown parcels shown in Table A, the CITY will assist SUBCONSULTANT to determine ownership and the means to secure clear title.

Deliverable(s)

- Prepare seven parcel title summary memos

Subtask 8.3.3 True Cost Estimate/Project Funding Estimate

A True Cost Estimate (TCE) will be completed, because it is assumed the estimated amounts of just compensation to each property owner will exceed the CITY's WSDOT-approved appraisal waiver limit of \$25,000 and/or the acquisitions may be complicated by damaging the remainders of each parcel. The TCE will be prepared in accordance with the CITY's WSDOT-approved ROW acquisition procedures, and WSDOT's Local Agency Guidelines – Section 25 (Right-of-way Procedures). Generally, the TCE is required by WSDOT and is a tool to be used for confirming estimated ROW costs with the understanding all properties impacted will be appraised.

We anticipate there is no benefit to completing a Project Funding Estimate (PFE) or by taking advantage of the appraisal waiver process. It is assumed appraisal and appraisal review reports will be completed for each tax parcel shown in Table A.

Note: Because there are no federal funds in the project and ROW certification is not required or desired by the CITY, the TCE can be eliminated from this scope of work.

Deliverable(s)

- TCE to include 10 tax parcels of known ownership, including the 3 tax parcels of unknown ownership
- Advise CITY as to recommendation, process, and completion of either a TCE or PFE
- Coordinate with CITY to ascertain which parcels to appraise
- CITY will provide SUBCONSULTANT with copies of the TCE or PFE

- Summary sheet input – TCE or PFE

Subtask 8.3.4 Public Outreach

Introduction letters will be sent to each property owner letting them know in advance that SUBCONSULTANT is the ROW CONSULTANT. SUBCONSULTANT will assist the CITY in preparation of a boilerplate “Introduction Informational Letter” for the CITY’s delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the CITY’s consultant team, and the purpose of each.

Deliverable(s)

- Sample “Introduction Informational Letter” for delivery by CITY via regular U.S. Mail

Subtask 8.3.5 Appraisal/Appraisal Review (Real Property Valuation)

Upon completion of the TCE and with the CITY’s authorization, SUBCONSULTANT will subcontract and manage the appraisal and appraisal review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. The appraisal and appraisal review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, WSDOT Local Agency Guidelines, current WSDOT Right-of-way Manual (in particular, Chapters 4 and 5), and the Uniform Act (URA).

It is assumed up to seven appraisal and appraisal review reports may be required. Total number of appraisals and appraisal reviews is subject to change based on the three parcels of unknown ownership shown in Table A, project design revisions, etc.

SUBCONSULTANT staff to attend appraisal inspections to ensure property owners understand the real property rights being appraised and to help build the trust and rapport needed to assist in reaching amicable agreements.

Appraisal scope of work and expenses for specialty studies exclude: hazardous materials research, testing, and estimating (ESA Phase 1, 2, or 3); parking modification estimates; driveway/access layouts; etc.

Completed appraisals and appraisal reviews will be submitted to the CITY for written approval, establishing the amount of just compensation to be offered to the property owner.

Assumption(s)

- For the purposes of appraisal, the two parcels in Table A owned by William J. Fink are considered a larger parcel since they are of common ownership, unity of use, and contiguous. Therefore, a single appraisal may be made of the combined parcels.
- For the purposes of appraisal, the two parcels in Table A owned by Pariwarak, Inc. are considered a larger parcel since they are of common ownership, unity of use, and contiguous. Therefore, a single appraisal may be made of the combined parcels.
- The three parcels of unknown ownership will not require appraisal.

Deliverable(s)

- Five appraisal reports
- Five appraisal review reports

Subtask 8.3.6 Acquisition Negotiation

Acquire various real property rights from seven separate tax parcels and potentially an additional three parcels of unknown ownership as shown in Table A. Upon written approval from the CITY approving the appraised amount of just compensation, SUBCONSULTANT will prepare the offer package(s) and promptly present offers to purchase all required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include presentation of offers in person; coordination of administrative settlement approvals with the CITY; negotiation as necessary with lien holders, assisting escrow in the closing process; preparation and maintenance of parcel files to include fair offer letters, acquisition documents, and a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone and by certified mail. If negotiations reach an impasse, SUBCONSULTANT will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

Assumption(s)

- Level of effort to conduct negotiations with the three unknown parcels is subject to determination of ownership and may require an amendment to this scope of work and related fee estimate.

Deliverable(s)

- Completed acquisition negotiation files with owners of seven separate tax parcels
- Completed acquisition negotiation files with three parcels of unknown ownership

Subtask 8.3.6 Parceling

Prior to sending a settled acquisition package to the CITY for payment and closing, SUBCONSULTANT will request an update on each title report from the designated title company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and previously completed Parcel Title Summary Memo, SUBCONSULTANT will provide advisory assistance to the CITY in determining the most appropriate method of closing each transaction. Subject to the CITY's title clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will also provide escrow services.

In-House Closing – Generally, for low-risk and uncomplicated title clearing, this method is subject to the CITY’s title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the CITY for approval and processing. Simultaneously, SUBCONSULTANT will coordinate with recommendations to the CITY for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally, for higher-risk and complicated title clearing, this method will also consider the CITY’s title clearing policies. The signed conveyance documents, together with escrow instructions, will be transmitted to the CITY for approval and signature. Once CITY approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm’s responsibility, SUBCONSULTANT will work with the escrow and title company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the CITY.

Deliverable(s)

- Completed parcel files and records of all ROW acquisition services

TASK 9.0 90 PERCENT AND FINAL ROADWAY DESIGN PS&E

The CONSULTANT shall prepare 90 percent, and final PS&E for CITY review. The design shall be based on the approved permitting design plans. The final contract drawings, indicated in the list of roadway drawings provided in the attached fee estimate, will be completed.

Assumption(s)

- All plans will be prepared in accordance with standard practices of the CITY. Sample plans will be provided by the CITY as a guide.
- Plans shall be prepared as follows.
 - The horizontal scale for the full-size plans will be 1" = 20'
 - The plans will be completed in AutoCAD Version 2017
 - Line types and layers will be consistent with CONSULTANT CAD standards
 - Full-size plan sheets will be 22" x 34" on standard CONSULTANT title and border
 - Plan sheets using topographic base mapping will use reference files so that the base map will remain as a single computer file. Each drawing will be a separate computer file with the base reference file as a separate CAD file

Deliverable(s)

- 90 percent plans
- Final plans
- Project special provisions at 90 percent, and final submittal stages
- Construction cost estimates at 90 percent and final submittal stages

TASK 10.0 STRUCTURAL ENGINEERING

The scope of structural engineering services required cannot be determined until geotechnical explorations and a draft geotechnical report, with recommendations, is completed. For the

purpose of estimating the level of effort for this task, it is assumed that retained embankments will be constructed using conventional structural earth (SE) walls.

Deliverable(s)

- Design and PS&E for SE walls supporting the roadway between Alder Avenue and 47 Avenue NE

TASK 11.0 ENVIRONMENTAL PERMITTING AND SUPPORT

Subtask 11.1 Geotechnical Investigation Permits

CONSULTANT understands that geotechnical investigation for the project will occur prior to construction. Therefore, we assume that separate permits for investigations will be required as the investigations will occur prior to the project permitting required for construction.

CONSULTANT will obtain permits to conduct geotechnical investigations from USACE and the CITY. CONSULTANT assumes that the Nationwide Permit (NWP) can be used to authorize the geotechnical investigations. CONSULTANT will work with SUBCONSULTANTS to assemble the necessary materials to complete an application to the USACE. CONSULTANT will prepare a Joint Aquatic Resource Permit Application (JARPA) describing the investigation procedures and site restoration. SUBCONSULTANTS will provide drawings showing the project extent and locations of proposed borings for the inclusion in the JARPA. For the investigations, we assume an Endangered Species Act (ESA) consultation will require a “no effect” letter. CONSULTANT will prepare the no effect letter for consultation. We assume that the investigation activities will be compliant with Ecology’s water quality standards and not require an individual Section 401 authorization.

CONSULTANT will work with the CITY to obtain approval to conduct the geotechnical investigation. We assume the project is exempt from review under the Critical Area Ordinance per Marysville Municipal Code (MMC) 22E.010.320 as the investigation is necessary to evaluate the proposed project. CONSULTANT will prepare a Critical Area Exemption application for CITY approval. This scope assumes that the existing wetland delineation report will be sufficient for this application.

We assume the geotechnical investigation will be exempt from SEPA approval from the CITY because the work is necessary for site information collection and research (WAC 197-11-800 [17]), which has been adopted by the CITY (MMC 22E.030.090).

Assumption(s)

- Right-of-entry, if needed, will be provided by the CITY.
- Geotechnical investigations will be confined to the maximum extent of the proposed project footprint. We assume the project area will be restored to existing conditions after the investigation, and no additional mitigation will be required.

- Shannon & Wilson will provide a proposed boring location map, indicating sample depths, for inclusion in the JARPA drawing set.
- A NWP will be required from USACE to conduct investigations within the wetland.
- Approval from the CITY will be required to conduct the investigation. We assume that a Critical Area Exemption will apply in this scenario. CONSULTANT assumes the existing wetland delineation report will be sufficient for obtaining the exemption.
- Geotechnical investigations will be exempt from SEPA review.
- CONSULTANT is not responsible any fees associated with permit review and issuance.

Deliverable(s)

- Draft and final JARPA package, including up to four drawings (vicinity map, plan view, and two sections) for the geotechnical investigations permit submittal
- Completion and submittal to the CITY of a Critical Area Exemption form, cover letter, and maps

Subtask 11.2 State Environmental Policy Act

Prior to issuance of CITY permits, including the critical areas permit (see Task 11.4), the proposed project will be subject to review under SEPA. CONSULTANT assumes that the CITY will serve as lead agency for SEPA review.

CITY will prepare a SEPA checklist, using the CITY’s SEPA form, to describe the project and its potential effects, with assistance from the CONSULTANT. CONSULTANT will attend a preapplication meeting with CITY staff to discuss the SEPA review and other applicable CITY permits. Following the preapplication meeting, a draft checklist will be submitted by the CITY for review and comment. CITY will incorporate comments into a final checklist. CONSULTANT assumes the CITY will issue a mitigated determination of non-significance (MDNS) for the project.

Assumption(s)

- There is no federal funding associated with this project and no other federal nexus that would trigger separate project review under the National Environmental Policy Act (NEPA). USACE will be responsible for its own internal NEPA review for the issuance of the Section 404 permit (see Task 11.3).
- The CITY will serve as SEPA lead agency.
- CONSULTANT will compile existing information (e.g., wetland delineation report) to complete the SEPA checklist. No new reports will be prepared.
- CONSULTANT assumes that a determination of significance or environmental impact statement will not be required.

- The preapplication conference will be attended by one environmental scientist for 8 hours and will be held in Marysville.

Deliverable(s)

- Draft and final SEPA checklist for CITY review; submitted in electronic format
- Preapplication meeting agenda and meeting notes

Subtask 11.3 USACE Section 404 Permit (Wetland Fill)

A goal of the project is to prepare a design that meets the requirements of USACE (NWP) 14 Linear Transportation. General limitations for NWP 14 include a maximum of one-half acre of wetland impact. If these limitations are exceeded, an individual USACE permit will be required. An individual permit requires additional documentation and review and can increase the length of time for USACE to approve the permit. USACE is expected to renew the NWP in March 2017, which may result in new conditions or requirements for obtaining a permit. CONSULTANT has reviewed the preliminary NWP conditions and, at this time, we do not anticipate significant changes to the requirements. However, we would need to amend this scope of work if the final adopted conditions change any of our current assumptions.

As currently proposed, the project would result in approximately 1.25 acres of wetland impacts, which exceeds the NWP threshold. As part of the project design process, CONSULTANT will conduct an alternatives analysis (see Task 5.0) to select the final alignment and configuration of First Street. One of the alternative screening factors will be the avoidance and reduction of wetland impacts with the goal of reaching less than 0.5 acre of wetland impact.

The alternatives analysis will demonstrate the avoidance and minimization of impacts to wetlands consistent with agency mitigation requirements. The alternative analysis will be summarized in the JARPA.

The alternatives analysis included in this scope of work is not intended to satisfy USACE requirements for a Clean Water Act Section 404(b)(1)(b) process if USACE determines an individual permit is needed for the project. CONSULTANT will prepare a revised scope to address permitting tasks should USACE require an individual permit.

The JARPA form will be used as the application for the NWP 14 USACE permit assumed in this scope of work. We will prepare a draft JARPA, including up to six drawings prepared to JARPA standards. The form and drawings will be submitted for one round of review by the CITY. CONSULTANT will revise the JARPA to address CITY comments and prepare the JARPA for submittal to USACE. We will provide a copy of the completed JARPA to the CITY.

As part of the USACE permitting process, CONSULTANT will conduct an agency meeting with USACE and other agencies to review the project site and proposed project. The focus of this meeting will be to determine the permit process and necessary supporting documentation and review the project site. CONSULTANT will prepare an agenda and project information packet (narrative and drawings) that will be distributed prior to the meeting. CONSULTANT anticipates that USACE, Washington Department of Fish and Wildlife (WDFW), Ecology, and

the CITY will attend the meeting. Other agencies may be invited at the request of the CITY. Following the meeting, CONSULTANT will prepare and distribute meeting notes to document decisions or action items made at the meeting. At a minimum, CONSULTANT anticipates USACE will require ESA compliance, compensatory mitigation, and a cultural resources review.

Subtask 11.3.1 ESA Consultation

The proposed project will include work within wetlands that has the potential to affect species listed under the ESA. ESA-listed species are present within Ebey Slough and potentially use the project area or the surrounding uplands. CONSULTANT assumes that USACE will require ESA compliance for issuance of the Section 404 permit. CONSULTANT will confirm this with USACE at the informal agency meeting. If necessary, CONSULTANT will follow up with the U.S. Fish and Wildlife Service and NOAA Fisheries (the Services) to discuss ESA compliance for the project. CONSULTANT assumes that a biological assessment (BA) will be required to complete ESA consultation and satisfy USACE permit requirements. CONSULTANT will prepare a BA that assesses the potential impacts of the project on ESA-listed species and document CONSULTANT findings. The draft BA will be provided to the CITY for review, and CONSULTANT will prepare the final BA addressing the CITY's comments to submit to USACE for ESA consultation. CONSULTANT will work with the CITY and USACE to respond to comments from the Services during consultation.

Subtask 11.3.2 Wetland Mitigation Site Use Plan

CONSULTANT will analyze and calculate wetland and buffer impacts based on the permitting site plan and determine the amount of mitigation likely required by USACE and Ecology to compensate for the proposed impacts. To compensate for wetland impacts, CONSULTANT will prepare a mitigation site use plan that details the proposal to use credits from the agency-approved City of Marysville Advance Wetland Mitigation program. The advance mitigation site is located on CITY-owned lands in the Qwuloolt Estuary and is located within the same watershed as the proposed project.

In accordance with interagency guidance, this mitigation site use plan would document the functions and values lost from permanent wetland impacts and the functions and values provided by the advance mitigation site to confirm that the transfer of credits will appropriately ensure no net loss of wetland function or value as a result of the project.

Subtask 11.3.3 Cultural Resource Investigation

As currently proposed, the First Street bypass project will require ground disturbance (excavation and fill) within native soils. CONSULTANT assumes that USACE will require compliance with Section 106 of the National Historic Preservation Act (NHPA) for any ground disturbing activities in native soils. CONSULTANT has engaged a SUBCONSULTANT to complete a cultural resources survey of the proposed project corridor and prepare a report to complete the Section 106 review through USACE. CONSULTANT will confirm the need for cultural surveys and Section 106 review with USACE at the informal agency meeting. CONSULTANT will coordinate with SUBCONSULTANT to obtain the documentation required for submittal with the JJARPA.

Assumption(s)

- The CITY expects to be able to use the credits from the agency-approved City of Marysville Advance Wetland Mitigation Program. However, there may be a need to engage other sites as part of the mitigation plan.
- The CITY has provided a wetland delineation report prepared by Wetland Resources, Inc. dated 6 October 2016. CONSULTANT will not conduct any fieldwork or additional delineations for this project. The CITY will provide digital boundaries (ArcGIS or CAD compatible) for the wetland. CONSULTANT assumes USACE will concur with the current delineation and no further fieldwork will be necessary.
- As currently proposed, the project includes more than 0.5 acre of wetland impact and would normally require an individual permit from USACE. An alternatives analysis will be completed to attempt to reduce wetland impacts below 0.5 acre to qualify for a NWP 14. CONSULTANT assumes that the project will not require an individual permit. Should USACE require an individual permit, CONSULTANT will provide a modification to complete an alternatives analysis pursuant to USACE Section 404(b)(1)(b) guidance.
- CONSULTANT assumes the JARPA drawing set will be limited to a vicinity map, existing conditions, proposed project, two typical cross sections, and one mitigation site plan.
- CONSULTANT assumes that individual water quality certification (Section 401) is not required because the project will affect less than 0.5 acre of wetlands. Should the project require an individual 401 certification, CONSULTANT will provide a modification to complete a 401 review with Ecology.
- CONSULTANT assumes that a cultural resource investigation will be required for all ground-disturbing activities in native soils. We assume that no archaeological, historical or cultural items, human remains, graves or burial offerings, sites, deposits, or structures will be located and/or will require formal recording and documentation (e.g., archaeological site form, historic property inventory forms, Tribal TCP documentation, etc.). Should any of these items be encountered during surveys, a scope modification will be provided to the CITY to cover additional time and costs to complete the documentation.
- USACE and Ecology will approve the transfer of advance mitigation credits to compensate for proposed wetland impacts. CONSULTANT will not prepare a permittee-responsible mitigation plan or pursue mitigation credit from authorized wetland mitigation banks.
- USACE will require consultation with the Services under the ESA.
- CONSULTANT will prepare for, organize, and attend an agency meeting with USACE and agency representatives (i.e., WDFW, Ecology, CITY staff) to discuss the project and permit implications. The meeting will be conducted at the CITY and is expected to last up to 4 hours, including a site visit.

- There will be one round of CITY review of the permit application materials.
- All permit application materials will be provided in electronic format.

Deliverable(s)

- Attendance by one environmental scientist at agency meeting/site visit
- Project information packets (technical narrative and conceptual drawings) for agency meeting
- Agency meeting notes
- Draft and final JARPA
- JARPA drawings
- Draft and final mitigation site use plan
- Draft and final BA
- Draft and final cultural resources report

Subtask 11.4 WDFW Hydraulic Project Approval

The project includes work within wetlands that are connected to waters of the state and have the potential to affect fish life or fish habitat. The project is, therefore, subject to the hydraulic code administered by WDFW and a hydraulic project approval (HPA) may be required. At the informal agency meeting discussed in Task 11.3, CONSULTANT will confirm with WDFW whether a HPA is required for the project. Assuming a HPA is required, CONSULTANT will prepare a request for an HPA using the WDFW online Aquatic Protection Permitting System (APPS). The project information developed for the JARPA will serve as the basis for completing the application in APPS. No additional documentation will be required to complete the application.

Assumption(s)

- SEPA approval must be completed prior to the issuance of the HPA.
- WDFW will require a HPA for work in wetlands that are connected to Ebey Slough.
- WDFW will be invited to the informal agency meeting to provide input on the HPA early in the project.
- The completed JARPA will serve as the basis for completing the online application. There will not be a draft application for the CITY to review.
- The CITY will pay any fees directly to the agency for the HPA.

Deliverable(s)

- Online HPA application

Subtask 11.5 City of Marysville Permits

Subtask 11.5.1 Critical Area Permit

The proposed project is subject to the CITY's Critical Area Ordinance and will require a permit from the CITY for construction in wetlands and its associated buffer. A wetland delineation report has previously been completed for the project and serves to document existing conditions. CONSULTANT will assemble the permit application that will include the application form, previously prepared wetland delineation report, and mitigation site use plan previously mentioned in Subtask 11.3.

This scope of work assumes that the CITY will accept the existing delineation report and mitigation site use plan for the critical area permit application and a combined report will not be necessary.

Subtask 11.5.2 Floodplain Permit

The proposed First Street bypass project will result in fill within the regulated floodplain. CONSULTANT will work with the CITY to determine the review procedure for compliance with the floodplain management provisions of CITY code (MMC 22E.020) after an alternative is selected for final design.

Assumption(s)

- SEPA compliance must be completed before local permits can be issued.
- The project will result in fill within the regulated floodplain and require review by the CITY. CONSULTANT will coordinate with the CITY to determine the floodplain review requirements.
- The CITY will pay any permit fees directly.

Deliverable(s)

- Critical Area Permit application

TASK 12.0 UTILITY COORDINATION

The CONSULTANT shall prepare a technical memorandum identifying the various utilities, both CITY-owned and franchised, and recommendations for installation, relocation, and replacement during construction. The memo shall include contact information for the franchised utilities and recommend phasing and projected time lines in consideration of the other projected construction activities. The CONSULTANT shall attend one utility coordination meeting between the CITY and the affected private utility companies.

Deliverable(s)

- Utility coordination technical memorandum

TASK 13.0 SIGNAL AND ILLUMINATION DESIGN

SUBCONSULTANT shall complete signal and illumination design as required for the First Street bypass. This work shall include illumination design for up to 3,000 linear feet of new roadway and 3,000 linear feet of existing roadway, and signal design for one new and up to three reconstructed signalized intersections (including the proposed bypass and parallel improvements as needed to be determined by the preliminary project planning).



Figure 1: Possible Signal Locations.

Assumptions

- The scope of work for design does not assume a singular proposed alternative. During the planning phase of the project, an alternative that requires illumination of First Street and/or Second Street between State Avenue and 47th Avenue NE and the revision to existing signals along those corridors may be selected. This scope assumes illumination design for up to 3,000 linear feet of new roadway and 3,000 linear feet of existing roadway and signal design for up to three signalized intersections. The three signalized intersections could be as shown in Figure 1, or others as dictated by the alternative analysis.
- For existing signalized locations, the CITY shall provide record drawings for existing signal hardware and wiring.
- The CITY staff will assist SUBCONSULTANT to open existing signal junction boxes and signal controller cabinets to verify record drawings.

- All illumination shall be decorative. The CITY shall provide models and specifications to be incorporated into the project documents.

Subtask 13.1 Preliminary (Permitting) Signal and Illumination Design

The preliminary (permitting) signal and illumination design submittal will include electronic files in AutoCAD -compatible format, and hard-copy drawings at the permitting design level for project design review.

The permitting signal design submittal shall show proposed hardware locations, including signal pole location and mast arm length; vehicular and pedestrian signal head locations; vehicle detection and pedestrian push buttons; and proposed junction box and conduit runs. Wiring will not be shown on the permitting design submittal in order to allow for revisions following agency comment or changes in the design before future submittals.

The permitting illumination design submittal shall show proposed pole locations and junction box locations. Illumination levels will be checked in AGI32 lighting analysis software. Wiring and the proposed service connection will not be shown at this level of the design to allow for design changes following agency review.

The permitting signal and illumination design plans will contain the following.

- Signal plan and pole sheets for up to three signals (six sheets)
- Signal detail sheets (up to two sheets)
- Illumination plan sheets (up to seven sheets)
- Illumination detail sheets (up to two sheets)

This submittal will also include a cost estimate for the proposed improvements. The cost estimate will include bid items for signal and illumination work to be incorporated into full cost estimate. Quantities shall not be broken down per sheet within the permitting estimate; however, backup data for quantity calculations shall be documented for use in future submittals.

SUBCONSULTANT shall prepare an outline of proposed special provision sections to be used for the project to be submitted with the permitting design submittal. This document will also identify where any project-specific special provisions will be included.

Deliverable(s)

- Preliminary permitting submittal drawings (one hard copy original, one electronic PDF of half-size drawings)
- Preliminary permitting cost estimate (one hard copy, one electronic PDF, and one electronic Excel version)
- Outline of Sections 8-20 and 9-29 special provisions expected to be used for the project (one hard copy, one electronic copy in Word 2007 or newer)

- AutoCAD files

Subtask 13.2 PS&E (90 percent) Signal and Illumination Design

The PS&E (90 percent) submittal will include electronic files in AutoCAD-compatible format, hard-copy drawings, and a technical specification outline at the 90 percent complete design level for project design review. The submittal will include any outstanding issues and/or conflicts, evaluation of risks that need resolution, and recommendations to resolve such issues.

The PS&E (90 percent) submittal is defined as being sufficiently complete to illustrate the entire scope of work under design so that all reviewers can comment on the overall project. Items of significance will also have been independently checked at this point, including items on drawings, in the specifications, or on figures in the estimate. The work will be essentially complete. Drawings will be nearly complete, and will have incorporated or resolved all comments made during the 60 percent design review and other informal reviews.

The PS&E (90 percent) signal and illumination design plans will contain the following.

- Signal plan and pole sheets for up to three signals (up to six sheets)
- Signal detail sheets (up to two sheets)
- Signal wiring sheets (up to eight sheets)
- Signal cabinet details (up to four sheets)
- Illumination plan sheets (up to seven sheets)
- Illumination detail sheets (up to two sheets)

This submittal will also include an updated cost estimate. The cost estimate, including quantity tabulation sheets, will be presented in accordance with the proposed bid item list and will be coordinated with the CITY's standard specifications.

SUBCONSULTANT shall revise and add project-specific language to the appropriate WSDOT Standard Special Provisions Sections 8-20 and 9-29, as well as complete fill-ins as needed. These sections will be provided for incorporation into the complete project specifications.

Deliverable(s)

- PS&E (90 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)
- PS&E (90 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- PS&E (90 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Updated AutoCAD files

Subtask 13.3 Final (100 Percent) Signal and Illumination Design

The final (100 percent) design submittal will include electronic files and hard-copy drawings and details; electronic special provisions and specifications; and updated cost estimates at the 100 percent complete design level for project design review. Hard-copy sheets will match the electronic files that are submitted. The work will be essentially complete. Drawings will be complete and will have incorporated or resolved all comments made during the 90 percent PS&E design review and other informal reviews. The cost estimate will be formatted to reflect the bid item breakdown.

Deliverable(s)

- Final (100 percent) signal and illumination plan sheets (one half-size original, one electronic PDF of half-size drawings)
- Final (100 percent) signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Final (100 percent) signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

Subtask 13.4 Bid-Ready Contract Documents

The bid-ready contract documents will include electronic files and hard-copy drawings and details; electronic special provisions and specifications; and updated cost estimates. Minor changes from the 100 percent design submittal will be incorporated into the contract documents. Drawings and cover sheets will be stamped and signed by the engineer-of-record, ready for advertisement by the CITY. Hard-copy sheets will match the electronic files that are submitted.

Deliverable(s)

- Bid-ready signal and illumination plan sheets (one signed half-size original, one electronic PDF of half-size drawings)
- Bid-ready signal and illumination cost estimate (one hard copy, one electronic PDF, and one electronic Excel version, quantities broken down per sheet)
- Bid-ready signal and illumination Section 8-20 and 9-29 Special Provisions (one hard copy and an electronic copy in Word 2007 or newer)
- Annotated 90 percent submittal review comments
- Updated AutoCAD files

TASK 14.0 DIRECTED SERVICES

This scope of services is based on a very preliminary concept design that has many unknowns. In order to provide an estimated level of effort for delivering the project, assumptions have been made about the project that are believed to be reasonable, but may not turn out to be true. The CONSULTANT will work collaboratively with CITY staff to deliver the project within the agreed design budget. The CONSULTANT will regularly track the cost to complete the work and will keep the CITY informed about deviations from the assumed scope of the project and the cost of additional efforts required to complete the project.

Because the project engineering budget does not include a contingency, any additional services and effort, beyond that assumed for budgeting purposes, will be provided as supplemental services. Additional efforts may include, but not be limited to, the preparation of additional drawings beyond those anticipated, as well as additional hours and effort associated with the following.

- Changes to the key features of the project as described in this scope of work.
- Structural engineering associated with anticipated poor soil conditions.
- Efforts required for third party approvals. These are most likely to involve additional efforts for project permitting activities, utility coordination, and ROW acquisition.
- Additional traffic modeling in VISSIM.
- Additional traffic signal design.

Deliverables

- As directed by the CITY

TASK 15.0 AD, BID, AND AWARD

The CONSULTANT shall respond to the contractors' field questions relating to the contract document bid package and prepare addenda as needed.

DESIGN CRITERIA TO BE USED FOR THE PROJECT

All documents prepared shall be developed according to the latest edition and amendments of the following, unless otherwise directed by the CITY.

City of Marysville Standards

- City of Marysville Engineering Design and Development Standards
- City of Marysville Comprehensive Plan
- Marysville Municipal Code

Drainage Design

- 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington

- 2012 Puget Sound Partnership Low Impact Development Technical Guidance Manual for Puget Sound

Washington State Department of Transportation Publications (where applicable)

- Standard Specifications for Road, Roadway, and Municipal Construction, English Edition, 2016 (M41-10)
- Standard Plans for Road, Roadway, and Municipal Construction, English edition (M21-01)
- Local Agency Guidelines Manual

AASHTO Publications

- Guide for the Development of Bicycle Facilities, August 1999
- A Policy on Geometric Design of Highways and Streets, 2014 (“Green Book”)

U.S. Department of Transportation, Federal Highway Administration

- Manual on Uniform Traffic Control Devices for Streets and Highways

Other Publications/Design Guides

- Americans with Disability Act (ADA)
- Highway Research Board’s Manual entitled Highway Capacity
- Standard drawings and sample documents provided by the CITY and furnished to the CONSULTANT shall be used as a guide in all applicable cases

ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT with copies of documents that are available to the CITY that will facilitate the preparation of PS&E and reports. These are as follows.

- Record drawings as available
- Example plans and specifications
- Front-end specifications for bid document
- CITY sign and illumination standard special provisions
- A list of utilities and other agencies having jurisdiction in the project area
- Bid tabulations of previous projects as available
- Utility locates
- Access for borings or other areas as needed during the design phase

SCHEDULE

Work shall be completed in the general sequence and time frame set for in the attached preliminary project plan. The overall intent of the attached plan is to advertise the project for construction by 2019 so that it would be operational before, or soon after, the completion of the I-5/SR 529 Interchange project, which is to be completed by WSDOT using a design-build procurement method.

**EXHIBIT E-1: CONSULTANT FEE DETERMINATION
FIRST STREET BYPASS**

**BergerABAM Costs
1/31/2017**

DIRECT SALARY COSTS (DSC) for BergerABAM, Inc.

<u>Personnel</u>	<u>Hours</u>		<u>Hourly Rate</u>		<u>Direct Salary Cost</u>
1 Principal	120	X	\$90.63	= \$	10,875.60
2 Project Manager	1,215	X	\$59.86	= \$	72,729.90
3 Project Engineer	1,672	X	\$41.35	= \$	69,137.20
4 Civil Designer	1,797	X	\$40.10	= \$	72,059.70
5 Natural Resources	900	X	\$49.60	= \$	44,640.00
6 Landscape Architect	271	X	\$35.80	= \$	9,701.80
7 CADD/Graphics	1,070	X	\$38.14	= \$	40,809.80
8 Proj Coord/Admin	297	X	\$34.72	= \$	10,311.84
	<u>7,342</u>				
TOTAL DIRECT SALARY COSTS (DSC) = \$					330,266
Escalation = 7.50%					\$ 355,036
Overhead (OH) 168.00% of (DSC) = \$					596,460
Profit 10.00% of (DSC + OH) = \$					95,150
TOTAL SALARY COSTS (DSC + OH + FF) = \$					1,021,876

DIRECT NONSALARY COSTS (DNCS)

Mileage for Site Visits & Meetings	7,000	miles @ \$ 0.535	\$	3,745
TOTAL REIMBURSABLE EXPENSES (DNCS) = \$				3,745

TOTAL BERGER/ABAM FEE = \$ 1,025,621

SUBCONSULTANTS

DKS Associates	\$	202,000
Shannon and Wilson	\$	157,000
Beyler Consulting	\$	118,000
Universal Field Services	\$	88,000
Drayton Archaeology	\$	4,800

TOTAL SUBCONSULTANT FEES = \$ 569,800

TOTAL AUTHORIZED AMOUNT = \$ 1,595,421

TOTAL CONTRACT AMOUNT = \$ 1,595,421