

RESOLUTION NO. 1640

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH BERGER ABAM FOR DESIGN AND PERMITTING WORK FOR THE 54TH AVE. EAST/UPRR GRADE SEPARATION PROJECT

WHEREAS, the 54th Avenue East grade separated crossing of the Union Pacific Rail Road (UPRR) right of way is in the top ten priorities on the City of Fife's adopted Transportation Improvement Program, and the highest-ranked multi-year project not yet underway; and

WHEREAS, the project is important not only to the City of Fife, but is also important to the Puyallup Tribe of Indians, the UPRR, the Fife School District, and Fife residents living south of the UPRR right of way near 54th Avenue East; and

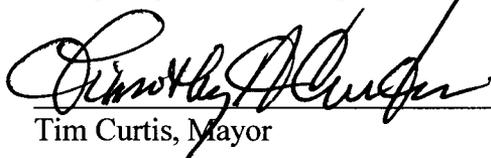
WHEREAS, a grade separated crossing is the safest way to provide for pedestrian and vehicular traffic to cross the UPRR tracks; and

WHEREAS, City staff advertised for consultants for design and permitting work for the grade separated crossing project and after an interview process selected Berger ABAM as most qualified; and

WHEREAS, City staff has negotiated a scope of work and contract terms with Berger ABAM for a Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Contract, attached hereto as Exhibit A; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Local Agency A & E Professional Services Negotiated Hourly Rate Consultant Contract with Berger ABAM attached hereto as Exhibit A, for design and permitting work for the 54th Avenue East grade separated crossing of the Union Pacific Rail Road right of way.

ADOPTED by the City Council at an open public meeting held on the 13th day of January, 2015.



Tim Curtis, Mayor

Attest:



Carol Etgen, City Clerk

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): BergerABAM Inc.	
Address 33301 9th Ave S Ste 300, Federal Way, WA 98003	Remit to Address same
UBI Number 601-110-595	Federal TIN or SSN Number 91-1422812
Execution Date	Completion Date 3/31/16
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Deliver Phase 1 and Phase 2 for 54th Ave E Grade Separation Project. This project will lower 54th Ave E below UPRR Mainline and future siding track and reconfigure intersection and parking at Columbia Junior High School. Phase 1 plans the project and Phase 2 secures environmental approvals for the project. Subsequent phases acquire necessary rights-of-way, conduct final geotechnical explorations and testing, develop applications for and secure necessary permits, prepare construction documents and provide construction administration and inspection services. See next page.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: Phase 1 \$ 389,000 Phase 2 \$ 790,000 Phases 1 and 2 \$1,179,000

Index of Exhibits

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

Agreement Number:

Description of Work (continued)

Phase 1 – Review project materials to date, conduct surveys and prepare base map, develop conceptual project design and report, develop UPRR concept design submittal and coordinate design with UPRR siding project, develop documentation, and update project cost estimate. The objective of Phase 1 is to develop the CONSULTANT'S underpass concept design described in Appendix A to this agreement and gain concurrences from Fife School District 417, UPRR and the Puyallup Tribe.

Phase 2 – Develop design (average design development to about 30%) to support environmental analysis and documentation and to support permit applications that will be developed and submitted in subsequent phases of work. Develop UPRR 30 percent underpass design submittal. Geotechnical explorations and testing will be completed in subsequent phases. The objective of Phase 2 is to finalize the footprint of the project and to finalize right-of-way needs for the project.

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

Exhibits A, D, and E

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:

Name: Russell Blount
Agency: City of Fife
Address: 5411 23rd Street East
City: Fife State: WA Zip: 98424
Email: rblount@cityoffife.org
Phone: 253-922-2489
Facsimile: 253-922-5355

If to CONSULTANT:

Name: Robert L. Fernandes
Agency: BergerABAM
Address: 33301 Ninth Avenue S., Suite 300
City: Federal Way State: WA Zip: 98003
Email: bob.fernandes@abam.com
Phone: 206-357-5615
Facsimile: 206-357-5601

IV. Time for Beginning and Completion

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

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

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V. Payment Provisions

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

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

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

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

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

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

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

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B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the **WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto.** Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the **charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.**

C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates **established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses.** To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be **made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance.** Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

Agreement Number:

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

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

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

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

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

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

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

Agreement Number:

Insurance Coverage

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

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

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

Name: Russell Blount
Agency: City of Fife
Address: 5411 23rd Street East
City: Fife State: WA Zip: 98424
Email: rblount@cityoffife.org
Phone: 253-922-2489
Facsimile: 253-922-5355

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

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

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

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

Agreement Number:

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

Agreement Number:

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number:

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

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

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

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

Signature

Date

Signature

Date

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

Agreement Number:

Exhibit A
Scope of Work

Project No.

See attached Exhibit A-1 - Scope of Work

Agreement Number:

EXHIBIT A-1 - SCOPE OF WORK FOR ENGINEERING SERVICES FOR CITY OF FIFE, 54TH AVENUE EAST GRADE SEPARATION PROJECT

PROJECT BACKGROUND

The at-grade crossing of 54th Avenue and the Union Pacific Railroad (UPRR) was closed in 2003 due to safety concerns. The City of Fife (hereinafter referred to as "CITY") entered into agreements with Fife School District 417, the Puyallup Tribe, and UPRR regarding the closing. The CITY would like to reopen 54th Avenue to improve connectivity for local community served by the CITY and Columbia Junior High. In addition, UPRR would like to construct a siding track that would extend from its yard, located west of 54th Avenue, to a location east of 54th Avenue. The proposed siding track would likely block traffic for long periods of time, negating the benefits of reopening the at-grade crossing. Therefore, all parties to the original agreements for closing the at-grade crossing are in agreement that the best way to restore/reopen 54th Avenue is to construct a grade separation by passing 54th Avenue under UPRR's existing mainline and proposed siding track.

PROJECT IMPLEMENTATION

The project will be implemented in phases as required to obtain support from all project stakeholders and as funding is made available. The anticipated project phases will be as described below. This scope of work addresses only the first two phases. Phases 3, 4, and 5 will be provided as supplemental services when and/or if funding is made available. The completion of Phases 1 and 2 is anticipated to provide the information necessary to allow the development of a funding program for the project.

Phase 1 – Preliminary Design

The primary goal of Phase 1 is to provide the CITY and project stakeholders sufficient information, including cost information, to determine if the project is a viable project.

During Phase 1, BergerABAM (hereinafter referred to as "CONSULTANT") will work with the CITY, Fife School District, the Puyallup Tribe, and UPRR to determine the footprint of the project; motorized and non-motorized traffic circulation in the vicinity of the project; the location of all utility relocations; the location of the shoofly and/or siding track required to construct the underpass; and planning level project cost estimate and budget. The key deliverables of this phase will be a design report and a design submittal to UPRR for their review and approval of the proposed project.

It is anticipated that these products would establish the location, as well as the preliminary extent and size of all project features in sufficient detail to identify right-of-way (ROW) needs and to estimate quantities of works required to construct the project. It is anticipated that these products would provide the necessary information required for the CITY to update/revise its agreements with Fife School District 417, the Puyallup Tribe, and UPRR regarding the crossing and define potential funding partnerships

The CONSULTANT has developed a concept solution for the grade crossing as described below. The objective of Phase 1 will be to confirm this concept solution with the CITY, UPRR, Fife School District 417, and the Puyallup Tribe. Efforts in Phase 1 are based on this premise.

Phase 2 – Environmental Documentation and Thirty Percent Plans, Specifications, and Estimates (PS&E)

The purpose of Phase 2 will be to begin the preparation of construction contract documents and define in detail all anticipated permanent and temporary environmental impacts as required to complete NEPA and SEPA environmental review of the proposed project. This phase will also finalize all required ROW and easements for the project and obtain approval of the 30 percent PS&E from UPRR. This approval is the key approval required from the railroad and will allow the construction plans to be completed and a construction and maintenance agreement to be finalized with UPRR in later phases of the project.

The key deliverables of this phase will include a preliminary engineering anticipated to represent an approximately 30 percent complete set of PS&E, all NEPA and SEPA environmental documentation, an approved Environmental Classification Summary (ECS) from the Washington State Department of Transportation (WSDOT) Local Programs, and a design submittal to UPRR for their review and approval of the underpass construction methods and details of the UPRR overpass.

Phase 3 – Right-of-Way Acquisition

Phase 3 will prepare ROW plans, acquire the ROW, and obtain certification of the ROW from WSDOT Local Programs. This phase may also include additional work on the construction documents, as required to complete the ROW plans, culminating in 60 percent PS&E, and submittal to UPRR for review and approval. This phase is not included in this scope of work, but will be provided as supplemented service if requested.

Phase 4 – Construction Documents

Phase 4 will complete the construction documents, culminating in 90 percent PS&E, 100 percent PS&E, and Ad Ready submittals to the CITY, WSDOT, and UPRR for review and approval. This phase would culminate with a signed construction agreement from UPRR and a construction contract complete and ready for bidding. This phase is not included in this scope of work, but will be provided as supplemented service if requested.

Phase 5 – Construction

Phase 5 will construct the project. This phase would include Ad, Bid, and Award services; construction contract administration; inspection and engineer of record (EOR) services required to respond to contractors questions (RFIs); and review design related submittals. This phase is not included in this scope of work, but will be provided as supplemented service if requested.

PROJECT CONCEPT SOLUTION FOR BASIS OF PHASES 1 AND 2 PROPOSAL

The 54th Avenue East Grade Separation Project will place 54th Avenue East beneath the UPRR tracks using an underpass structure. The existing closed (emergency vehicles can cross at-grade by opening gates that close the crossing to the public) at-grade crossing is skewed to 54th

Avenue East approximately 25 degrees. Therefore, the angle of intersection between the centerline of track and the centerline of bridge supports that will be walls parallel to 54th Avenue East is approximately 65 degrees (see SK-1). Accordingly, per criteria in the "BNSF Railway – Union Pacific Railroad Guidelines for Railroad Grade Separation Projects," the project will utilize a steel superstructure bridge with approach slabs behind skewed abutments.

Since the water table is only about 10 feet below the existing track grade, the underpass structure will utilize a boat structure to prevent flooding of the underpass. A pump station will be used to pump out rainwater and boat leakage. The boat structure will use secant pile walls and a "secant-pile type drill and fill bottom seal." The skewed UPRR Bridge will be supported on the secant pile walls (see SK-2). The roadway section will be two 11-foot lanes with adjacent 5-foot bike lanes and 8-foot-wide sidewalks with 6-inch curb and gutter, for a total roadway section width of 49 feet.

A preliminary profile along 54th Avenue East is shown on SK-3. This profile does not require raising the track grade more than 0.5 to 1.0 foot. Preliminary phasing for the project is described on SK-4 and SK-5. The design/construction of the shoofly/siding will be coordinated with the current UPRR project under design to extend the main siding track in their yard located to the west of the project across 54th Avenue East. The CITY and UPRR want to coordinate these two projects to their mutual best advantage.

Other features of the project include a water quality pond, modifications to the intersection, parking lots at the school, possible modifications to school bus routing and designated drop off areas, utility relocations, permanent or interim, and/or protection.

SCHEDULE (see attached schedules)

The target date for completing Phase 1 is 1 July 2015, as shown on the attached schedule. This target date assumes that the notice to proceed (NTP) for Phase 1 is provided on 15 January 2015. Activities for Phase 1 are outlined on the Phase 1 schedule.

The NTP for Phase 2 is 1 August 2015 and is targeted to be completed by 1 December 2015. These dates are the basis for the scope and fee estimates for Phases 1 and 2.

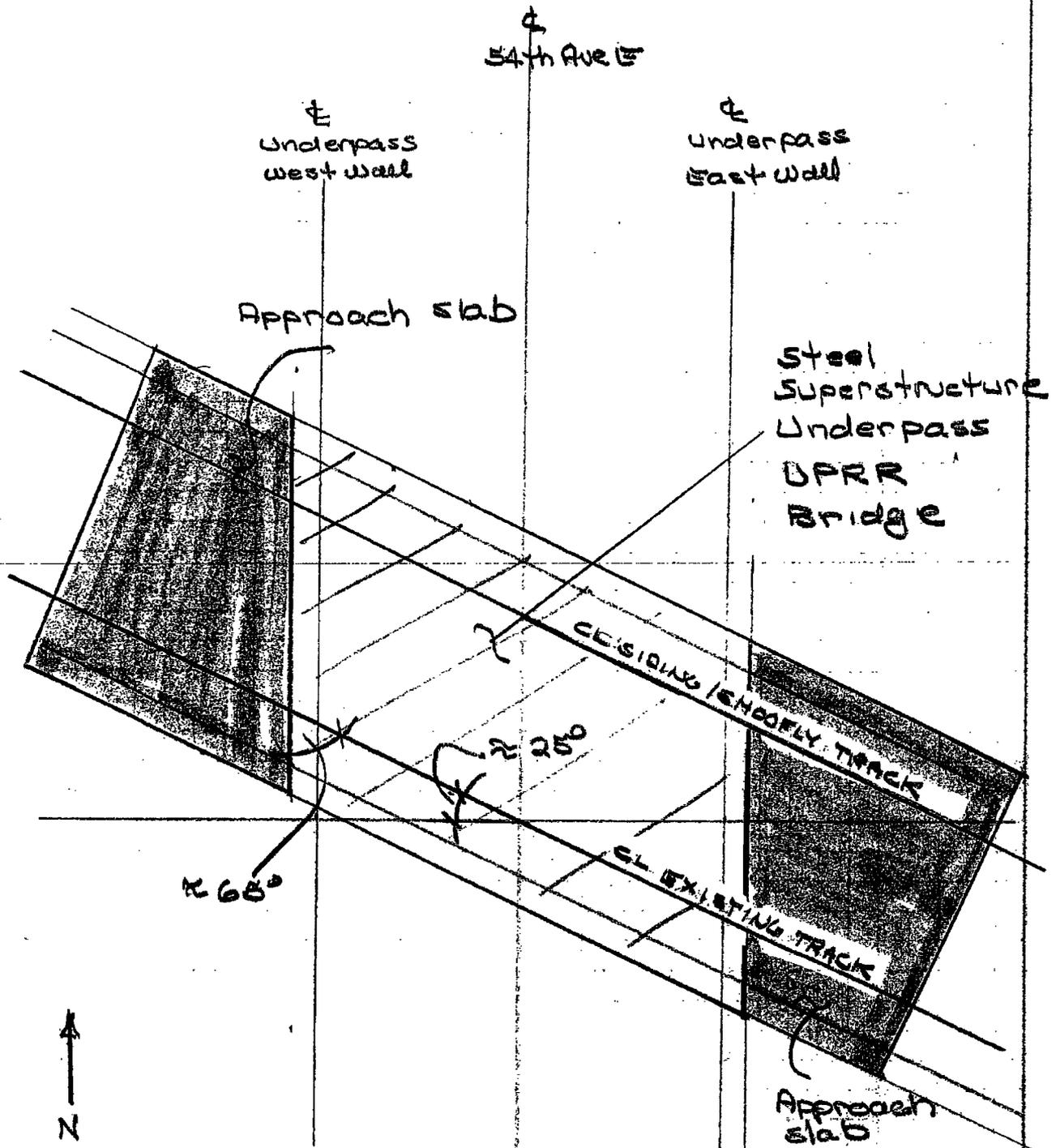
The attached schedule also shows a preliminary schedule for Phases 3, 4, and 5. The schedule for these phases will be finalized in future supplements.

SUBCONSULTANTS

The following subconsultants will participate in the delivery of this scope of work as follows.

- Fehr and Peers - Traffic Engineering
- Hanson Professional Services - Railroad Track and Bridge Design.
- Shannon & Wilson - Geotechnical Engineering
- Universal Field Services - Right of Way Acquisition
- Widener & Associates - Environmental Documentation and Permitting

STREETER
No. 927 811E
Highway Construction Dept



SK-1 54th Ave E Grade Separation
 Skewed UPRR Underpass Bridge
 PLAN

SK-2

Underpass West wall

54th Ave. W

Underpass East wall

27.5'

27.5'

TOR EL

Ballast & TRACK

Steel Superstructure 5.50'

Wall cap beam

Bridge soffit

second pile wall

DESIGN WATER TABLE

shotcrete Facing

16.50' MIN CLR
OVER ENTIRE
UPPER ROW

8' - 8" x 6"
sidewalk
5' Bike Lane
11' Lane

3.00'

Underpass Bottom Seal

Bottom of Secondary shaft

TYP SECTION

Bottom of Primary shaft TRD

Primary shaft (cone & rebar)



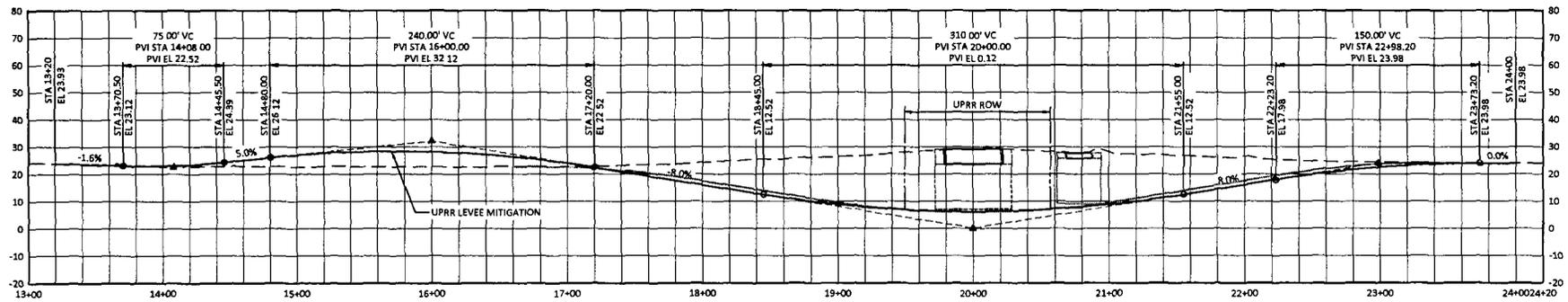
Secondary shaft (Lean concrete)

PLAN OF SECOND PILE WALL

SK-2

STADTLER
No. 007 81E
Engineer's Compensation Pad

13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00



PROFILE

Lin Speed by Salvo on 04/08/2015 11:07 AM File: O:\FarmW\051515\0118\CAD\CAD\000\000\Fig\Drawings.dwg

MARK	REVISION DESCRIPTION	BY	APP.	DATE

BergerABAM
 33301 9th Avenue South, Suite 300
 Federal Way, Washington 98003-2600
 (206) 431-2300 Fax: (206) 431-2250

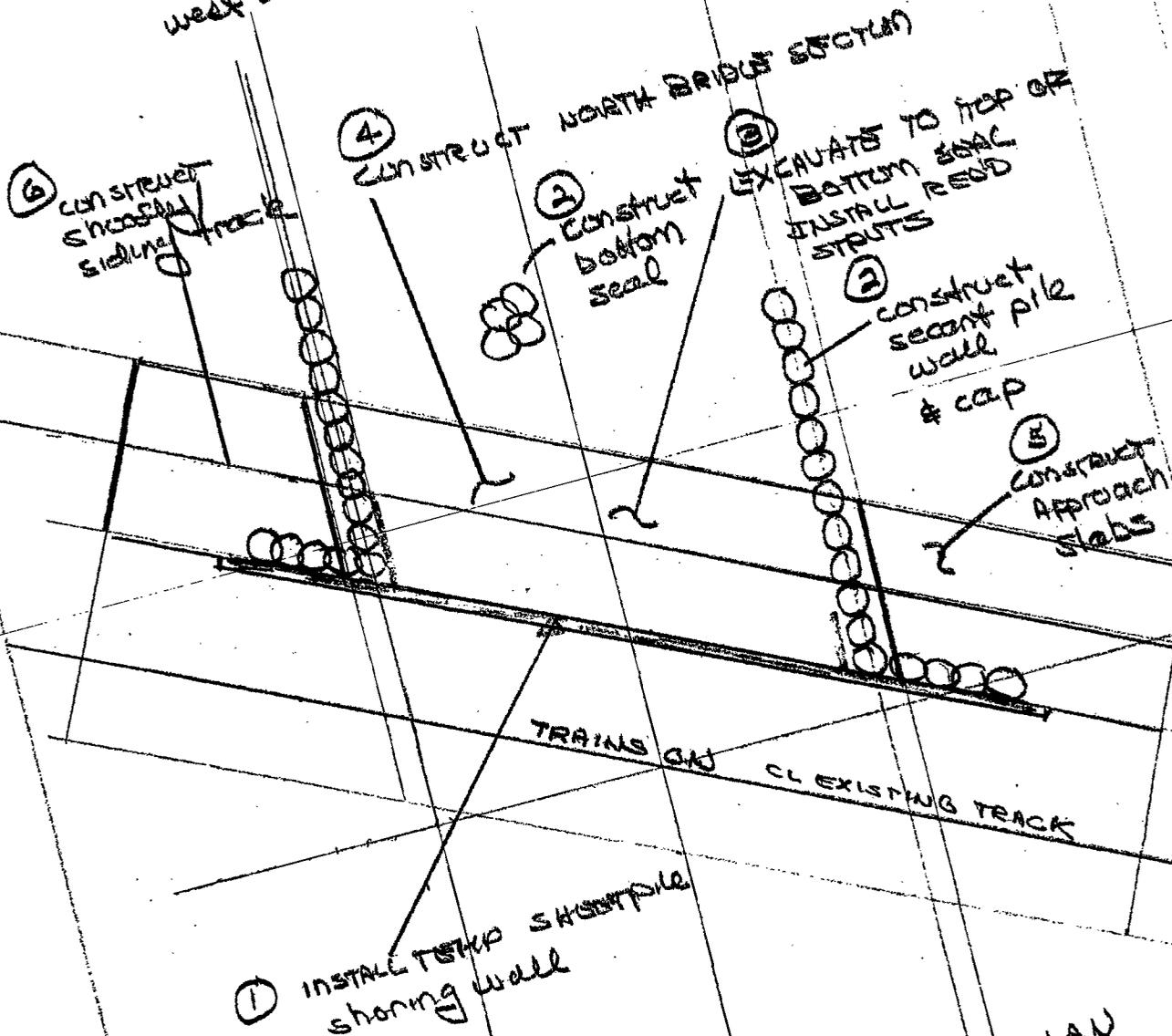
DRAWN BY _____
 DESIGN BY _____
 CHECK BY _____
 PROJ MGR _____

DRAWING NO. **SK-3**
 PROJECT NO. _____
 DATE: _____
 SHEET NO. _____

SK-4

Underpass East Wall

Underpass West Wall



North Construction Phase - PLAN

Utility Relocators / NOT SHOWN
PUMP STATION

SK-5

Underpass East Wall

Underpass West Wall



④ CONSTRUCT APPROACH SLABS

① CONSTRUCT BOTTOM SEAL

② EXCAVATE TO TOP OF BOTTOM SEAL OR INSTALL REED STRUTS

③ CONSTRUCT MAINLINE TRACKS

TRAINS ON

CL SHORPLY SLOPING TRACK

① CONSTRUCT SECANT PILE WALL & CAP

③ CONSTRUCT SOUTH BIDGE SECTION

South Construction Phase - PLAN

Utility relocations / NOT SHOWN
pump station

Vertical text on the left side of the drawing, possibly a scale or reference note.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Gantt Chart																						
							Jan	Feb	Mar	Apr	May	Jun	Jul																
1	NTP	0 days	Thu 1/15/15	Thu 1/15/15			12/21/14	1/11/15	1/18/15	2/1/15	2/22/15	3/1/15	3/15/15	3/22/15	3/29/15	4/5/15	4/12/15	4/19/15	4/26/15	5/3/15	5/10/15	5/17/15	5/24/15	5/31/15	6/7/15	6/14/15	6/21/15	6/28/15	
2	Secure ROEs from UPRR and Property Owners	10 days	Thu 1/15/15	Wed 1/28/15	1	City																							
3	Conduct Survey	10 days	Thu 1/29/15	Wed 2/11/15	2	BergerABAM																							
4	Develop Civil 3D Base Map	10 days	Thu 2/12/15	Wed 2/25/15	3	BergerABAM																							
5	Develop Traffic Memo	5 days	Thu 1/15/15	Wed 1/21/15	1	Fehr & Peers																							
6	Develop Concept Plan at School Intersection	15 days	Thu 1/15/15	Wed 2/4/15	1	BergerABAM																							
7	Review Concept Plan at School Intersection with City	2 days	Thu 2/5/15	Fri 2/6/15	6	BergerABAM																							
8	Modify Concept Plan at School Intersection	5 days	Mon 2/9/15	Fri 2/13/15	7	BergerABAM																							
9	Review Concept Plan at School Intersection with School District	5 days	Mon 2/16/15	Fri 2/20/15	8	BergerABAM																							
10	Modify Concept Plan at School Intersection	5 days	Mon 2/23/15	Fri 2/27/15	9	BergerABAM																							
11	Finalize concept plan at School Intersection	5 days	Mon 3/2/15	Fri 3/6/15	10	BergerABAM																							
12	Review project with UPRR and UPRR's Consultant	10 days	Thu 1/15/15	Wed 1/28/15	1	Hanson																							
13	Develop RR Bridge Concept Plan, Phasing Plan and Shoofly/Siding Track	15 days	Thu 2/26/15	Wed 3/18/15	4	Hanson																							
14	Submit RR Concept Plans to UPRR	0 days	Wed 3/18/15	Wed 3/18/15	13	Hanson																							
15	UPRR Review	20 days	Thu 3/19/15	Wed 4/15/15	14	UPRR																							
16	Resolve UPRR Comments	10 days	Thu 4/16/15	Wed 4/29/15	15	Hanson																							
17	Finalize RR concept plans	10 days	Thu 4/30/15	Wed 5/13/15	16	Hanson																							
18	Existing Utility Research	10 days	Thu 1/15/15	Wed 1/28/15	1	BergerABAM																							
19	ROW Research	5 days	Thu 1/15/15	Wed 1/21/15	1	BergerABAM																							
20	Existing Geotechnical Information research	5 days	Thu 1/15/15	Wed 1/21/15	1	SBW																							
21	Develop Geotechnical Design Memo	2 days	Thu 1/22/15	Fri 1/23/15	20	SBW																							
22	Develop Roadway concept design	10 days	Thu 2/26/15	Wed 3/11/15	4	BergerABAM																							

Project: 12-14-14 54th Ave E Gr Se Date: Sun 12/14/14	Task		Inactive Task	Manual Summary Rollup		External Milestone		Manual Progress	
	Split		Inactive Milestone	Manual Summary		Deadline			
	Milestone		Inactive Summary	Start-only		Critical			
	Summary		Manual Task	Finish-only		Critical Split			
	Project Summary		Duration-only	External Tasks		Progress			

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
23	Review Roadway Concept Design with City	2 days	Thu 3/12/15	Fri 3/13/15	22	City
24	Finalize roadway concept design	5 days	Mon 3/16/15	Fri 3/20/15	23	Bergaram
25	Develop drainage concept design	10 days	Thu 2/26/15	Wed 3/11/15	4	Bergaram
26	Review drainage concept design with City	2 days	Thu 3/12/15	Fri 3/13/15	25	City
27	Finalize drainage concept design	5 days	Mon 3/16/15	Fri 3/20/15	26	Bergaram
28	Develop utility relocation/protection concept designs	5 days	Mon 1/26/15	Fri 1/30/15	4,18	Bergaram
29	Review utility relocation/protection concept designs	20 days	Mon 2/2/15	Fri 2/27/15	28	Utility owners
30	Finalize utility relocation/protection concept designs	5 days	Mon 3/2/15	Fri 3/6/15	29	Bergaram
31	Develop Boat Concept Design	10 days	Thu 3/12/15	Wed 3/25/15	4,22	Bergaram
32	Review Boat Concept Design	3 days	Thu 3/26/15	Mon 3/30/15	31	All
33	Revise Boat Concept Design	5 days	Tue 3/31/15	Mon 4/6/15	32	Bergaram
34	Pump Station Concept Design and Memo	3 days	Mon 3/23/15	Wed 3/25/15	27	Bergaram
35	Develop ROW memo	3 days	Mon 3/23/15	Wed 3/25/15	4,19,24,27	Bergaram
36	Review project concept designs with Puyehup Tribe and School District	5 days	Mon 3/23/15	Fri 3/27/15	24,27	Bergaram
37	Develop Draft 1 of Concept Design Report	13 days	Thu 3/14/15	Mon 6/1/15	36,11,17,21,24,27,30	Bergaram
38	Review Draft	5 days	Tue 6/2/15	Mon 6/8/15	37	All
39	Develop Draft 2 of Concept Design Report	5 days	Tue 6/9/15	Mon 6/15/15	38	Bergaram
40	City Council Presentation	1 day	Tue 6/16/15	Tue 6/16/15	39	Bergaram
41	Develop Final Draft of Concept Design Report	5 days	Wed 6/17/15	Tue 6/23/15	40	Bergaram
42	Final reviews	1 day	Wed 6/24/15	Wed 6/24/15	41	All
43	Finalize Concept Design Report	5 days	Thu 6/25/15	Wed 7/1/15	42	Bergaram

Task Name Duration Start Finish Predecessors Resource Names



12/28/14 1/11/15 1/18/15 2/1/28 2/15/22 3/1 3/8 3/15/23/29 4/5 4/24/19/4/25 5/3 5/10/17/5/24/31 6/7 6/14/21/6/28

Task Summary: Inactive Task, Manual Task, Duration-only, Inactive Milestone, Manual Summary, Start-only, Finish-only, External Tasks, Progress, Critical, Critical Split, Deadline, External Milestone, Manual Summary Rollup, Manual Progress

Project: 12-14-14 54th Ave E Gr 54
 Date: Sun 12/14/14

**EXHIBIT A-1 – SCOPE OF WORK
54TH AVENUE EAST GRADE SEPARATION PROJECT**

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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.

1. 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).
2. The CITY and CONSULTANT will coordinate with UPRR, and other outside agencies, on any design reviews necessary for the completion of the project as described in the detailed scope of work.
3. It is assumed that 54th Avenue will pass under the existing UPRR main line and a future siding track. The location of the siding track will be determined by UPRR.
4. It assumed that the CONSULTANT will design the new UPRR overpass.
5. The underpass will be as watertight as practical using secant pile walls and a bottom seal constructed by mixing/injecting cementitious material using a Continuous Flight Auger (CFA).
6. It is assumed that UPRR will design the proposed future siding track and provide details to the CONSULTANT in a timely manner to facilitate the CONSULTANT's design of project.
7. It is assumed that the siding track will be used as a shoofly during construction of the railroad bridge. It is assumed that UPRR will design the proposed shoofly and provide details to the CONSULTANT in a timely manner to facilitate the CONSULTANT's design of project.
8. It is assumed that UPRR will provide survey along the railroad track outside the limits of the 54th Avenue East ROW as part of their siding project.
9. The roadway section will be as shown on SK-2. The CITY will provide traffic studies that will provide backup that a two-lane roadway is adequate for 54th Avenue East.
10. Utility relocation and reconstruction plans for power, gas, and communication purveyors will be prepared by the respective utility. The CONSULTANT will coordinate directly with the utility companies and the CITY.
11. Underground utility potholing is not included in this proposal. If potholing is required, it will be performed in Phase 3 or 4.

12. Stormwater treatment will be consistent with the Washington State Department of Ecology's (WDOE) Stormwater Management Manual for Western Washington, February 2005, and the Flow Control Guidance for Highly Urbanized Areas, May 2006.
13. The CITY will provide any previous hydraulic reports, geomorphic reports, or aerial photographs that are currently in their possession and will facilitate obtaining any others that may be available from other sources..
14. The CITY will provide complete title report guarantees, with supporting documents, for those parcels affected by this project that require the conveyance of real property rights.
15. The CITY will provide right-of-entry onto private lands prior to field survey crew visitation, environmental explorations, and geotechnical investigations, including drilling.
16. CITY comments on the mitigation plan will be minor in extent and editorial in nature. The U.S. Army Corps of Engineers (USACE) will also allow the use of the Oxbow site for mitigation.
17. The project underpass configuration will be in accordance with the CONSULTANT'S concept design described previously in the Project Implementation Section.
18. Monuments of any kind will not be set as part this effort. If additional work is required, this work will be billed as an extra to the contract as a directed service.
19. Primary survey control will be based upon found monuments with published values.
20. Appropriate signage and traffic control devices will be used while performing field survey work.
21. Underground utility potholing is not included in this proposal. If additional work is required, this work will be billed as an extra to the contract as a directed service.
22. Public utility locating services provided by callbeforeyoudig.org will be utilized to do an initial location of utilities in the public ROW. A private utility locating company is included in this proposal, to provide complete information to verify the location of publicly and privately owned buried utilities (sanitary, storm, water, power, gas, telecommunications, etc.) with painted locate marks.
23. This effort assumes that enough monumentation still exists to determine the necessary boundaries for this project's efforts. If additional work such as exhaustive title research and complete section breakdown work is required, a portion of that work may be billed as an extra to the contract as a directed service.

24. The CITY shall provide right-of-entry onto private lands prior to field survey crew visitation. This will be a critical item to maintain this project's schedule.
25. Coordinate mapping values will be based upon a "project datum" being a ground realization of state plane grid coordinates.
26. Additional support for vacations of existing ROW or boundary line adjustments (BLA) of resulting parcels is not included in this proposal as it is not quantifiable without knowing the design. If these services are required, those services will be billed as an extra to the contract as a directed service.
27. Preparing and recording a Record of Survey (ROS) is not included in this proposal. If additional work is required, this work will be billed as an extra to the contract as a directed service.
28. CONSULTANT will not be responsible for the recording of said documents, or the costs of said recording.

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.

PHASE 1 – SCOPE OF WORK

Phase 1 work will be accomplished as follows with the tasks listed below. The following detailed task descriptions define the Phase 1 scope of work (and associated engineering fee estimate) for these tasks.

- | | | |
|------|------|---|
| Task | 1.0 | Project Management |
| Task | 2.0 | Public Involvement |
| Task | 3.0 | Roadway, Drainage, and School Parking Design |
| Task | 4.0 | Survey and Base Mapping |
| Task | 5.0 | Utilities |
| Task | 6.0 | Traffic Engineering, Illumination & Signal Design |
| Task | 7.0 | Right-of-Way |
| Task | 8.0 | Environmental Documentation and Permitting |
| Task | 9.0 | Railroad Engineering and Design |
| Task | 10.0 | Structural Engineering |
| Task | 11.0 | Geotechnical Engineering Support |
| Task | 12.0 | Pump Station Design |

TASK 1.0 PROJECT MANAGEMENT

Subtask 1.1 Project Coordination

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

- Prepare and submit monthly invoices, including a tabulation of hours expended, broken down by each major task.
- Prepare monthly progress reports summarizing the status of the budget, identifying trends, and taking corrective actions if necessary.
- Prepare and update project schedule periodically as circumstances require or as requested by the CITY. The project schedule shall be developed using MS Project.
- Prepare subconsultant agreements and perform ongoing subconsultant coordination.
- Maintain all contract-required documentation.

Subtask 1.2 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.

Subtask 1.3 Meetings

Project Team Meetings

The CONSULTANT shall facilitate eight internal project team coordination meetings during Phase 1. Meetings shall be approximately 1 hour in duration and shall be attended by an average of five CONSULTANT team members, including three of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists.

Meetings with CITY Staff

The CONSULTANT shall facilitate a total of three progress/project meetings with CITY staff. Meetings shall be approximately 2 hours in duration and shall be attended by an average of four CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists.

Meetings with School District

In addition to the meetings included in Task 3, The CONSULTANT shall facilitate one other coordination meeting with Fife School District staff. The purpose of these meetings is to confirm the School's current and future operational requirements and determine the best way, if necessary, to redesign access to the school property. Meetings shall be approximately 1 hour in duration and shall be attended by an average of three CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and the CONSULTANT's traffic engineer, if appropriate.

Meetings with Puyallup Tribe

The CONSULTANT shall facilitate a one coordination meeting with the Puyallup Tribe staff. The meeting shall be approximately 1 hour in duration and shall be attended by two of the

CONSULTANT's project management and/or project engineering staff. The purpose of these meetings is to discuss potential need for ROW from the tribe.

Subtask 1.4 City Council Meetings and Presentations

The CONSULTANT shall prepare materials and presentations for use at up to one Council meeting. It is assumed that this would come near the end of Phase 1 to present the results of Phase 1 to the City Council.

Subtask 1.5 Directed Services for Project Management and Meetings

Additional project team, CITY staff, or Council meetings similar to those previously described in this scope may be requested by the CITY. The CONSULTANT may be required to attend other meetings and provide additional coordination as directed by the CITY. If required, this will be covered by the management reserve or as a supplemental service.

Deliverable(s)

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

TASK 2.0 PUBLIC INVOLVEMENT (NOT USED)

TASK 3.0 ROADWAY, DRAINAGE, AND SCHOOL PARKING

This task involves engineering and design work for the roadway, trail, drainage, project construction phasing, and school parking configuration at a conceptual design level. This work will provide the basis for the design report and conceptual plans also included in this task. This task includes a preliminary evaluation of the ROW needs for the project, which will require some preliminary coordination with the ROW subconsultant.

Subtask 3.1 Roadway Geometry

The CONSULTANT will develop the roadway alignment, profile grade, and cross sections to accommodate the future roadway, a "pseudo dike" to replace the "pseudo dike" that was provided by the UPRR embankment at 54th Avenue East, the UPRR Bridge, driveways, and connecting roadways. The design will be used to prepare the conceptual roadway drawings, develop the cost estimate, and to support the next phase of the project.

The alignment shall be reviewed to account for

- Design speed
- Stopping sight distance for applicable criteria
- Driveway and roadway locations
- Entering sight distance
- Impacts to adjacent property
- Tie-ins at existing roadways

- Tie-in at driveways
- Roadway section width
- Utility relocations
- Construction equipment space

The profile grade shall be reviewed to account for

- Stopping sight distance for applicable criteria
- Elevation of other roadway and driveway intersections
- Driveway profiles for the determination of limits for construction permits
- Entering sight distance at all locations along route
- Drainage system(s) and patterns
- Cover over existing utilities
- Retaining wall considerations
- Slopes/guardrail
- Depth of fill required
- Pseudo dike to replace pseudo dike created by the UPRR embankment at 54th Avenue East

The roadway sections shall reflect the number of lanes, lane widths, turn pockets, curbs, sidewalks, planter strips, bike lanes, and cut/fill slopes.

Assumptions(s)

- One round of CITY review comments

Deliverable(s)

- Preliminary conceptual design of the roadway, including driveways and/or approaches
- Conceptual design of the roadway to be included in the design report and conceptual plans

Subtask 3.2 Trail Layout

The existing trail connects the school ball fields to the park ball fields. The trail is located on the north side of the UPRR railroad and will be reconfigured as part of this project. The CONSULTANT shall design and prepare a preliminary layout of the trail. The trail shall meet the requirements of the current Americans with Disabilities Act (ADA) guidelines.

Assumptions(s)

- One round of CITY review comments

Deliverable(s)

- Preliminary conceptual design of the trail
- Conceptual design of the trail to be included in the design report and conceptual plans

Subtask 3.3 Project Construction Staging

The CONSULTANT will develop construction staging and phasing concepts for the project. The concepts will include major construction activities and the sequencing of these activities. The CONSULTANT will meet with the CITY to review the preliminary construction staging concepts. The CITY will provide one round of review comments that will be incorporated into

the construction staging concept plans. These plans will be included in the design report and conceptual plans.

Assumptions(s)

- One round of CITY review comments

Deliverable(s)

- Preliminary construction staging concepts
- Construction staging concepts

Subtask 3.4 Storm Drainage

This task involves engineering and design work to determine the stormwater requirements for the project, investigate low-impact development (LID) alternatives, provide preliminary sizing, and a preferred site location for the stormwater pond. The following research work will need to be completed for this task.

- Collect and review available paper and electronic as-builts and construction record drawings for existing stormwater facilities, including vaults, pipes, ditches, structures, and other features
- Collect and review available stormwater designs, studies, and reports from the CITY, with an emphasis on the design criteria used for existing facilities within the project area
- 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'

The CONSULTANT will provide the CITY with the layout of the preliminary conceptual drainage design for discussion and review. CITY comments will be incorporated into the conceptual drainage design. The drainage research, requirements, calculations, and assumptions will be documented in a draft drainage memo. CITY will provide one round of review comments that will be incorporated into the final drainage memo.

Assumptions(s)

- One round of CITY review comments on preliminary conceptual drainage design layout
- One round of CITY review comments on the draft drainage memo

Deliverable(s)

- Preliminary conceptual drainage design
- Conceptual drainage design
- Draft drainage memo
- Final drainage memo

Subtask 3.5 School Parking

The CONSULTANT shall meet with the CITY and the Fife School District to discuss the access and circulation requirements of the Columbia Junior High School parking lot. The CONSULTANT shall design and prepare a preliminary conceptual parking lot layout for CITY review. CITY review comments shall be incorporated into a draft conceptual parking lot layout to be presented to the Fife School District. Comments from the Fife School District will be incorporated into a final conceptual parking layout

Assumptions(s)

- Three meetings
- One round of CITY review comments
- One round of Fife School District comments

Deliverable(s)

- Preliminary conceptual parking layout
- Draft conceptual parking layout
- Final conceptual parking layout

Subtask 3.6 Design Report and Conceptual Plans

This task initiates work on what will ultimately become construction plans for the project. These plans will become the basis for development of the final construction plans and will be used for the determination of ROW necessary for these improvements. The CONSULTANT will address the following project elements in the report.

- Document the full project scope
- Document the design principles/standards used for all major elements of the project
- Identify environmental documentation and permits
- Identify any criteria that cannot be met or would involve excessive costs
- Prepare request(s) for deviation for any design criteria that cannot be met
- Assemble this material into a draft design report and submit five copies of the document
- Finalize the design report based on one round of CITY review and submit five copies of the final design report, including a complete set of 11x17 preliminary plans with each copy and the cost estimate.

Deliverable(s)

- Preliminary roadway drawings
- Preliminary driveway layout of effected properties along 54th Avenue East
- Preliminary intersection layout of approaches along 54th Avenue East
- Preliminary design of the utilities to be included in the roadway drawings
- Drainage memo with preliminary stormwater treatment options
- Preliminary design of the storm system to be included in the roadway drawings
- Preliminary construction staging plan
- Preliminary cost estimate of the construction for the project
- Preliminary ROW drawing showing the areas of take needed for each alternative

TASK 4.0 SURVEY AND BASE MAPPING

The CONSULTANT will provide existing site condition data in addition to the preparation of existing condition documents for this project's design.

Subtask 4.1 Record Research, GPS RTK Control, and Terrestrial Control Survey Work

GPS using WSRN RTK solutions will be used to establish horizontal baseline control in the Washington State Plane Coordinate System, South Zone, US Foot NAD83/2011. The GPS observations will establish state plane coordinates on our baselines at the project. Terrestrial control will be constrained to the GPS baselines horizontally. This terrestrial control will be set out of the expected project extents to ensure a good basis for this project's future construction. Horizontal project control values will be established relative to the GPS baselines. Vertical project control values will be established relative to published City of Fife control benchmarks FS-13 and FS-14 disclosing NGVD 29 values. Monumentation local to the site will be tied into this survey, to aid as a confirmation of the ROW in the project area.

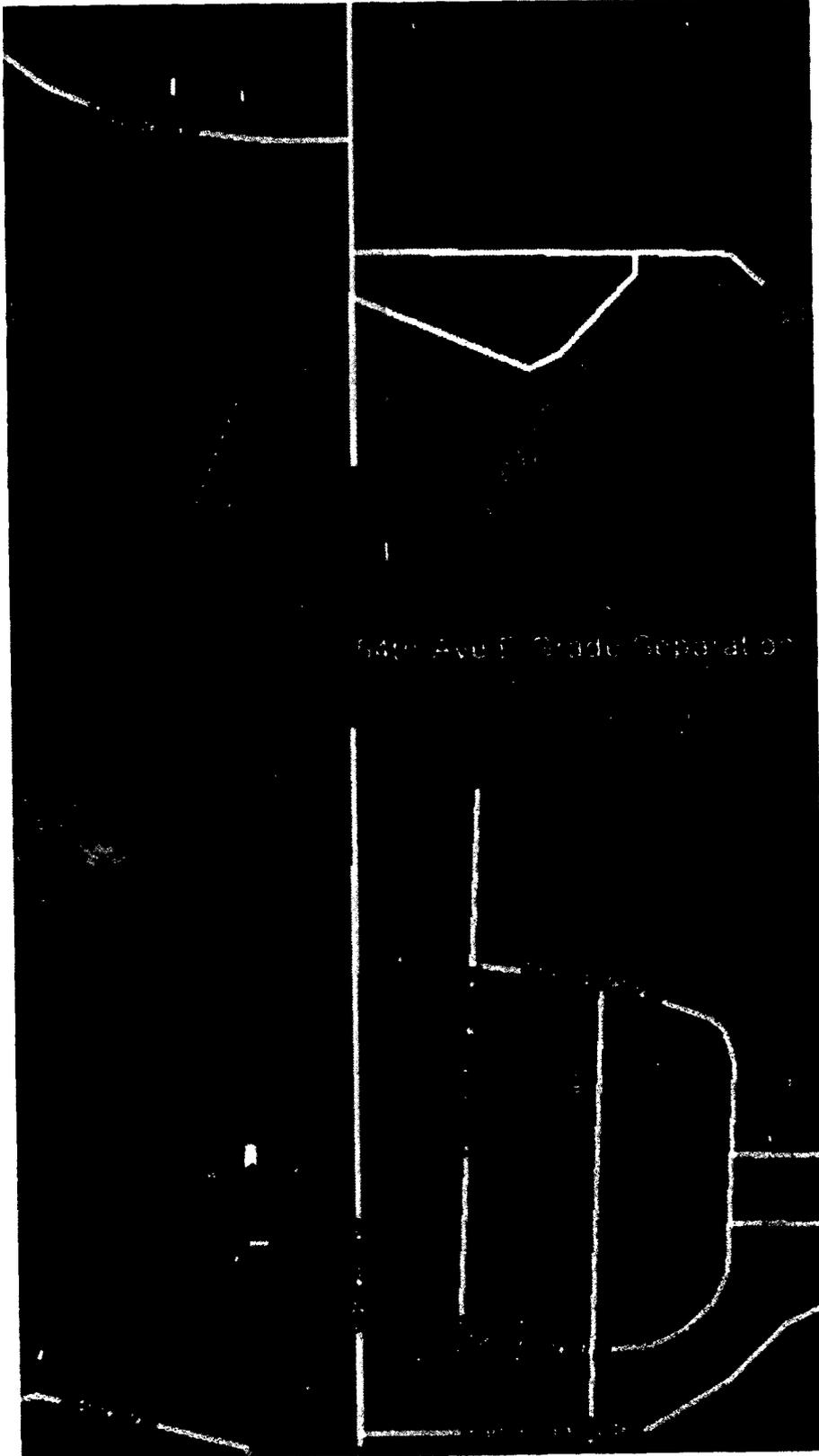
Subtask 4.2 Topographic Survey

1. **Topographic Survey of 54th Avenue East.** Topographic survey will be performed within the extents as shown in cyan in Figure 1 (approximately 2,100 feet). Ground elevations, tops, toes, grade breaks, channelization, curbs, retaining walls and surface features, utilities, apparent traffic control devices, and signage will be located in this effort. Utility structures (surface and subsurface) will be as-built in these areas.
2. **Topographic Survey of City Park and Columbia Junior High School.** Topographic survey will be performed within the extents as shown in yellow in Figure 1. Ground elevations, tops, toes, grade breaks, channelization, curbs, retaining walls and surface features, utilities, apparent traffic control devices, and signage will be located in this effort. Utility structures (surface and subsurface) will be as-built in these areas.

Assumption(s)

A survey base map file will be compiled in AutoCAD® Civil 3D® 2015 for the basis of design. This file will show the site's existing condition and surface capable of displaying 1-foot contours. Dynamic notes and survey control (prepared for 1"=20' plans) will be included in this file to aid in the design going forward.

Figure 1- Limits of Survey



Deliverable(s)

- A file, developed in AutoCAD® Civil 3D® 2015, will be the delivered product. This file will serve as the basis of this project's design. An existing ground surface model will be provided as part of this effort in LandXML v1.2 format. Photos, field notes, scans and sketches captured during this project will also be included as part of the existing condition documentation.

Subtask 4.3 Utility Locate Services

The CONSULTANT will provide underground utility locate information on existing site condition documents as provided by callbeforeyou dig.org. Utility locate survey will be performed within the extents as shown in cyan in Figure 1 below. In addition, a private utility locating company is included in this proposal, to provide the complete information to verify the location of publicly and privately owned buried utilities (sanitary, storm, water, power, gas, telecommunications, etc.) with painted locate marks. All utility marks will be located as part of the topographic survey.

TASK 5.0 UTILITIES

The CONSULTANT shall coordinate with the utility companies during the conceptual design process in order to determine the necessary impacts to their systems, staging alternatives, upgrades to utilities, and to assess any utility relocation costs.

Subtask 5.1 Existing Utility Data

The CONSULTANT shall contact all utilities within the corridor to obtain and review available as-builts and construction record drawings for the existing utilities. A private utility locate service will determine the location of all the underground utilities. This work is included in Task 4 - Surveying and Base Mapping. As-built information and other information obtained from the utility companies will be incorporated into the project base map. The CONSULTANT shall provide the CITY with an APWA color-coded Existing Utility Map Exhibit.

Sanitary Sewer Force Main

The CITY owns a sanitary force main line in the vicinity of 54th Avenue that will need to be temporarily relocated for the duration of the project.

The CONSULTANT shall identify options for maintaining sewer service during the project and for relocating, or replacing the permanent sanitary force main line. The following research work will need to be completed for this task.

- Collect and review available paper and electronic as-builts and construction record drawings for the existing sanitary force main line and associated equipment including valves, structures, and other features
- Collect and review available sanitary system masterplan, hydraulic model, and any reports from the CITY, with an emphasis on the design criteria used for the existing sanitary force main line

The CONSULTANT will provide the CITY with the layout of the preliminary conceptual temporary force main line, and relocated or replacement force main designs for discussion and review. The consultant shall coordinate with the CITY to identify sanitary force main materials and equipment that meets federal "Buy America" requirements and is acceptable to the CITY. CITY comments will be incorporated into the conceptual force main design. The force main research, requirements, calculations, and assumptions will be documented in a draft force main memo. CITY will provide one round of review comments that will be incorporated into the final force main memo.

Assumptions(s)

- One round of CITY review comments on preliminary conceptual waterline design layout.
- One round of CITY review comments on the draft waterline memo.
- One round of CITY review comments on preliminary conceptual force main design layout.
- One round of CITY review comments on the draft force main memo.

Deliverable(s)

- Existing utility map exhibit (color 34x22 roll plot)
- Draft conceptual waterline design memo
- Final conceptual waterline design memo
- Draft conceptual force main design memo
- Final conceptual force main design memo

Subtask 5.2 Preliminary Coordination with Utilities

The CONSULTANT will facilitate the coordination efforts with both the public and private utilities within the corridor. The CONSULTANT will coordinate directly with the utility companies.

The CONSULTANT shall attend a utility kick off coordination meeting with the utility companies, which will be held at the CITY. The purpose of the kick off meeting is to inform them of the project, discuss impacts to the utilities based on the preliminary conceptual construction staging, discuss utility upgrades, determine existing utility easements, and to get initial feedback on the utilities' concerns and their anticipated level of effort for the project.

Water Main

The CITY owns a water main line in the vicinity of 54th Avenue that will need to be temporarily relocated for the duration of the project.

The CONSULTANT shall identify options for maintaining water service during the project and for relocating, or replacing the permanent waterline. The following research work will need to be completed for this task.

- Collect and review available paper and electronic as-builts and construction record drawings for the existing water main line, services, and associated equipment including hydrants, valves, structures, and other features

- Collect and review available water system masterplan, hydraulic model, and any reports from the CITY, with an emphasis on the design criteria used for the existing water line

The CONSULTANT will provide the CITY with the layout of the preliminary conceptual temporary waterline, and relocated or replacement permanent water designs for discussion and review. The CONSULTANT shall coordinate with the CITY to identify waterline materials and equipment that meets federal "Buy America" requirements and is acceptable to the CITY. CITY comments will be incorporated into the conceptual waterline design. The waterline research, requirements, calculations, and assumptions will be documented in a draft waterline memo. The CITY will provide one round of review comments that will be incorporated into the final waterline memo.

Deliverable(s)

- Roll plot showing existing utilities, project construction staging concepts, and key project elements
- Meeting notes in electronic format

Subtask 5.3 Utility Relocation and Staging Concepts

Based on utility company feedback from the utility coordination meeting, the CONSULTANT shall develop utility construction staging concepts. The concepts will be incorporated into the draft utility relocation/protection conceptual design for CITY and utility review. All comments will be consolidated into a single set of comments by the CONSULTANT. Comments will be incorporated in a final utility relocation/protection conceptual design that will be part of the design report and conceptual drawings under Subtask 3.5.

Assumptions(s)

- One round of CITY review comments
- One round of utility comments
- Utility comments will be received within two weeks of the draft utility relocation/protection conceptual design submittal

Deliverable(s)

- Draft utility relocation/protection conceptual design (11x17 electronic copies)
- Consolidated comments (Excel electronic format)
- Final utility relocation/protection conceptual design (11x17 electronic copies)

TASK 6.0 TRAFFIC ANALYSIS, ILLUMINATION, AND SIGNAL DESIGN

Subtask 6.1 Traffic Capacity Analysis

In discussions with the CITY, this task has been deleted from the scope of work. The CITY will provide the CONSULTANT backup information that will verify a two-lane roadway is adequate at this location on 54th Avenue East.

Subtask 6.2 Preliminary Construction Cost Estimates

Fehr & Peers will perform preliminary conceptual design and prepare preliminary construction cost estimates for street lighting on 54th Avenue East through the project. The estimates will be based on bid information from similar projects.

Deliverable(s)

- Preliminary construction cost estimates for anticipated illumination modifications

TASK 7.0 RIGHT-OF-WAY

In discussions with the CITY, this task has been deleted from the CONSULTANT'S scope of work.

The CITY will coordinate with the project team to help identify real property rights (permanent and temporary) required for the project and evaluate the potential acquisitions impacts as they may relate to preliminary ROW acquisition costs and timeline to complete the ROW acquisition process.

TASK 8.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Widener & Associates will provide design assistance and early agency coordination during Phase 1 of the project. Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Subtask 8.1 Design Assistance and Early Agency Coordination

The CONSULTANT, with assistance from Widener & Associates, will assist the CITY in presenting the alternatives to both the state and federal permitting agencies to identify the regulatory issues associated with each alternative. Potential minimization measures for each alternative will also be identified during the coordination with agency representatives. All permitting issues and the recommended permitting process for the preferred alternative will be documented in the project design report.

It is assumed that this effort will be accomplished with the graphics and design drawings required to complete the design report and to conduct the open houses and that no other special presentation materials are required.

Deliverable(s)

- The CONSUTLANTS's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required

Subtask 8.2 Prepare the Area of Potential Effect (APE)

The CONSULTANT will coordinate with the environmental engineering subconsultant and provide support for determining the APE.

TASK 9.0 RAILROAD ENGINEERING AND DESIGN

Subtask 9.1 Project Coordination

Hanson will manage/administer Task 9.0 and coordinate with others as appropriate.

Subtask 9.2 Railroad Shoofly and Phasing Concept

1. Conduct a site review concurrent with UPRR's topographic survey and prepare a one-page field report of rail weight, tie type, rail weight transitions, insulated joints, culvert locations, and general observations. The purpose of this item is to collect required track and tie information and to provide the track designers with first-hand knowledge of the project site.
2. Review, comment, and coordinate with UPRR or their consultant, on a construction phasing plan in schematic format, and prepare a phasing narrative to be used in supporting preparation of a MOU with UPRR.
3. Prepare an opinion of probable cost of construction for the track and embankment.

Subtask 9.3 Railroad Bridge and Shoring Concepts

1. Review roadway underpass concept drawings.
2. Review geotechnical data and coordinate with geotechnical engineer.
3. Develop bridge design parameters.
4. Prepare bridge superstructure concept for a ballast-deck, steel deck plate girder bridge (DPG) with steel deck over 54th Avenue East at UPRR milepost 149.08. Substructure (foundations and retaining wall structures) will be designed by others.
5. Integrate bridge concept with wall design
6. Prepare utility concepts for utility conduits on bridge.
7. Prepare shoring concepts (wall type, preliminary evaluation of tieback type and length).
8. Prepare staging options at bridge.
9. Prepare bridge sheets for submittal to UPRR.
10. Prepare an Opinion of Probable Cost of Construction for the bridge superstructure and temporary shoring based on the conceptual design.

Task 9.0 Deliverable(s)

- Field Report of rail weight, tie type, transitions, and observations
- Phasing Plan – Schematic Format

- Phasing Narrative
- Bridge General Plan and Elevation (GPE) – Phase 1 Construction
- Bridge Typical Section – Phase 1 Construction (incl. shoring)
- Bridge General Plan and Elevation (GPE) – Phase 2 Construction
- Bridge Typical Section – Phase 2 Construction (incl. shoring)
- Structure type selection report
- Opinion of Probable Cost of Construction for
 - Proposed Bridge Superstructure
 - Phase 1 track, embankment and shoring
 - Phase 2 track, embankment and shoring

TASK 10.0 STRUCTURAL ENGINEERING

The CONSULTANT shall perform preliminary structural analysis to estimate the size of drilled shaft required for the walls, struts for bracing the walls, foundation depths for the railroad bridge(s), and the thickness of the bottom seal, which will vary along the length of the project. This information will be used, along with judgment based on previous experience, to estimate the quantities of materials required to construct the underpass.

Deliverable(s)

- Plans and cross sections of walls and bottom seal will be incorporated into design report described in Task 4.

TASK 11.0 GEOTECHNICAL ENGINEERING SUPPORT

The CONSULTANT will provide existing site condition data in addition to the preparation of existing condition documents for this project’s design. Geotechnical services in support of the conceptual engineering design will be based on existing geotechnical data at the site and from nearby projects, review of mapped geology, and our experience.

Subtask 11.1 Information Review

Shannon & Wilson will gather and review the available subsurface information related to the project site. This will include published reports, geologic maps, aerial photographs, and boring logs from nearby projects. We anticipate this will involve a visit to Fife City Hall to review records of nearby projects.

Subtask 11.2 Conceptual Geotechnical Analyses

Shannon & Wilson will perform geotechnical analyses in support of the conceptual engineering design. Because these analyses will be based on the limited available subsurface information, they will be considered preliminary and subject to revision following a subsurface exploration and testing program (in Phase 2). Conceptual-level analyses would include subsurface conditions, geologic hazards, lateral earth pressures, uplift pressures, and subgrade parameters for pavement design.

Subtask 11.3 Geotechnical Letter Report

Shannon & Wilson will prepare a letter report documenting our conceptual-level analyses, assumptions, and recommendations. A draft letter will be submitted for review, and a final letter issued after receipt and resolution of comments from CONSULTANT.

Subtask 11.4 Project Management and Meetings

Shannon & Wilson will attend a kick off meeting at either CONSULTANT's or the CITY's offices, as well as biweekly teleconference meetings with the project design team during project design development.

Deliverable(s)

- Draft and final letter report documenting results of the information review and conceptual geotechnical analyses

TASK 12.0 PUMP STATION

The project will require construction of a pump station to transfer stormwater runoff from the roadway to the new stormwater conveyance and treatment systems.

Subtask 12.1 Pump Station Memorandum

This task will identify the pump station design criteria, develop a conceptual design, identify a preferred site, and provide a preliminary construction cost estimate. The following research work will need to be completed for this task.

- Collect and review CITY standards for stormwater pumping stations.
- Collect and review State and Federal Department of Transportation guidelines for stormwater pumping stations.
- The CONSULTANT will provide the CITY with a memorandum outlining the pump station design criteria, proposed configuration, concept level drawings, and preliminary construction cost estimate.

Assumptions(s)

- One round of CITY review comments on the draft pump station memo.

Deliverable(s)

- Draft pump station memo
- Final station memo

PHASE 2 – SCOPE OF WORK

Phase 2 will supplement and add tasks as described below. The following detailed task descriptions define the Phase 2 scope of work (and associated engineering fee estimate) for these tasks.

- Task 1.0 Project Management (Supplemented)
- Task 2.0 Public Involvement (Supplemented)

- Task 3.0 Roadway, Drainage & School Parking Design (Completed in Phase 1)
- Task 4.0 Survey and Base Mapping (Supplemented)
- Task 5.0 Utilities (Supplemented)
- Task 6.0 Traffic Engineering, Illumination & Signal Design (Supplemented)
- Task 7.0 Right-of-Way (Supplemented)
- Task 8.0 Environmental Documentation and Permitting (Supplemented)
- Task 9.0 Railroad Engineering & Design (Supplemented)
- Task 10.0 Structural Engineering (Supplemented)
- Task 11.0 Geotechnical Engineering Support (Supplemented)
- Task 12.0 Pump Station Design (Supplemented)
- Task 13.0 Roadway Design (New Task)
- Task 14.0 Drainage Design (New Task)
- Task 15.0 Water Main Design (New Task)
- Task 16.0 Sanitary Sewer Force Main Design (New Task)

The following detailed task descriptions define the Phase 2 scope of work (and associated engineering fee estimate) for these tasks.

TASK 1.0 PROJECT MANAGEMENT

Subtask 1.1 Project Coordination

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

- Prepare and submit monthly invoices, including a tabulation of hours expended, broken down by each major task.
- Prepare monthly progress reports summarizing the status of the budget, identifying trends, and taking corrective actions if necessary.
- Prepare and update project schedule periodically as circumstances require or as requested by the CITY. The project schedule shall be developed using MS Project.
- Prepare subconsultant agreements and perform ongoing subconsultant coordination.
- Maintain all contract-required documentation.

Subtask 1.2 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.

Subtask 1.3 Meetings

Project Team Meetings

The CONSULTANT shall facilitate an average of four internal project team coordination meetings per month. Meetings shall be approximately 1 hour in duration and shall be attended by an average of five CONSULTANT team members, including three of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists.

Meetings with CITY Staff

The CONSULTANT shall facilitate a total of eight progress/project meetings with CITY staff. This is based on the assumption that Phase 1 will take at least four months to complete, but no more than six months. Meetings shall be approximately 2 hours in duration and shall be attended by an average of four CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and two other CONSULTANT discipline specialists.

Meetings with School District

The CONSULTANT shall facilitate one coordination meeting with the Fife School District staff. The purpose of this meeting is to confirm the School's current and future operational requirements and determine the best way, if necessary, to redesign access to the school property. Meetings shall be approximately 1 hour in duration and shall be attended by an average of three CONSULTANT team members, including two of the CONSULTANT's project management and/or project engineering staff and the CONSULTANT's traffic engineer if appropriate.

Meetings with Puyallup Tribe

The CONSULTANT shall facilitate a total of one coordination meeting with the Puyallup Tribe staff. The Meeting shall be approximately 1 hour in duration and shall be attended by two of the CONSULTANT's project management and/or project engineering staff. The purpose of these meetings is to discuss potential need for ROW from the tribe.

Subtask 1.4 City Council Meetings and Presentations

The CONSULTANT shall prepare materials and presentations for use at up to one Council meeting. It is assumed that this would come near the end of Phase 2 to present the results of Phase 1 to the City Council.

Subtask 1.5 Directed Services for Project Management and Meetings

Additional project team, CITY staff, or Council meetings similar to those previously described in this scope may be requested by the CITY. The CONSULTANT may be required to attend other meetings and provide additional coordination as directed by the CITY. If required, this will be covered by the management reserve or as a supplemental service.

TASK 2.0 PUBLIC INVOLVEMENT

The CONSULTANT shall conduct one public open house to describe the purpose and need for the project, present key issues, and solicit input. Up to three CONSULTANT technical staff will attend to answer questions about the project. It is anticipated that this open house will be held

at the beginning of Phase 2. Written responses to comments received are not anticipated but can be provided as a supplementary service. Additional stakeholder involvement in the planning of the project is included in Task 1.

Deliverable(s)

- Up to five exhibits
- 100 Notices for mailing
- Written summary of comments received

TASK 3.0 ROADWAY, DRAINAGE, AND SCHOOL PARKING

This task was completed in Phase 1. Roadway and drainage design will be further developed in Phase 2 under Task 13 and Task 14.

TASK 4.0 SURVEY AND BASE MAPPING

Task 4 will be supplemented with the following tasks.

Subtask 4.2 Topographic Survey (supplemented)

Additional areas may need to be surveyed as the design progresses. This task provides hours to complete this additional work. The additional topographic survey will be performed within the extents as shown in colored areas in Figure 1 (included in Phase 1 above). Ground elevations, tops, toes, grade breaks, trees over 6 inches in diameter, rock extrusions, and wetland delineations. Utility structures (surface and subsurface) will be as-built in these areas. Some of these areas are difficult to access as there is very dense tree and ground cover in some areas.

Subtask 4.4 Title and Right-of-Way Review

Available public records will be compiled and researched to aide in the identification of the ROW lines required by this project. Review of ROW plans to verify accuracy and available title report guarantees with supporting documents will be used to verify existing ROW and adjoining parcel lines.

Deliverable(s)

- A file, developed in AutoCAD Civil 3D 2015, will be the delivered product. This file will contain the parcel and ROW map for the project.

TASK 5.0 UTILITIES

This task is supplemented as described below.

Subtask 5.4 Coordination with Utilities for Final Design

The CONSULTANT shall attend two meetings with utility representatives and the CITY, one before and one after the preliminary design (30 percent PS&E) submittal. Decisions from these meetings will be documented in the meeting minutes and incorporated into the plans. The CONSULTANT will provide exhibits and the minutes for these meetings. Meetings for the water main and sanitary sewer force main will be held separately and are included under Tasks 16 and 17. Two meetings will be held,

Assumptions(s)

- Two utility coordination meetings.
- One round of comments from CITY and utilities on the preliminary design submittal.
- CONSULTANT will compile comments from utilities into the utility coordination log.

Deliverable(s)

- Consolidated set of utility comments for the preliminary design submittal in MS Excel format
- Meeting minutes in MS Word electronic format
- Hard copy of plans (11x17) for each meeting
- Hard copy roll plot (22x34) depicting all utility relocations will be provided to each utility at a 30 percent design level

TASK 6.0 TRAFFIC ANALYSIS AND ILLUMINATION**Subtask 6.1 Preliminary Illumination (30 percent PS&E)**

Fehr & Peers will prepare 30 percent design plans and construction cost estimates for street lighting on 54th Avenue East through the project. The plans will include preliminary lighting layouts based on the concepts identified in the traffic studies. Fehr & Peers will conduct a field review of the project area to verify existing conditions for the design.

Lighting design will be based on Lighting Analysts' AGI 32 lighting analysis software to prepare street lighting photometric plans to confirm lighting levels associated with the proposed light layout. The 30 percent street lighting plans will identify proposed locations of the new street lights and the type of standard and fixture to be installed. They will not show any conduit, wiring, or service connections.

Fehr & Peers will develop construction cost estimates based on the 30 percent design plans. Fehr & Peers will address one round of comments from the CITY and submit revised 30 percent plans and estimates.

Deliverable(s)

- Thirty percent plans and construction cost estimates for 54th Avenue East street lighting

Subtask 6.2 Traffic Study for Environmental Documentation

Fehr & Peers will prepare a traffic study for the design concept that satisfies environmental documentation requirements. This process will consist of the following subtasks.

Subtask 6.2.1 Collect Traffic Counts

Collect peak hour turning movement volumes at the following study intersections for the noted peak period.

- 54th Avenue East/Valley Avenue East (AM, School Dismissal, PM peaks)

- 54th Avenue East/David Court (AM, School Dismissal, PM peaks)
- 54th Avenue East/School Access Driveways (AM, School Dismissal, PM peaks)
- 54th Avenue East/Radiance Boulevard (AM and PM only)
- 54th Avenue East/Levee Road (AM and PM only)

This would consist of 13 to 16 2-hour turning movement counts in total, depending on input and needs from School District regarding access driveways.

Subtask 6.2.2 Traffic Operations Analysis

Conduct traffic operation analysis with Synchro/SimTraffic at the study intersections under the existing and year of opening conditions for the time periods noted in Subtask 6.2.1. The year of opening will reflect peak travel demand conditions, because long-term projects such as the SR 167 extension will divert some portion of the traffic demand away from 54th Avenue East. Analysis forecast volumes will be developed using the contents of the memorandum produced by Fehr & Peers and KPG and submitted to the CITY on 24 October 2013.

Subtask 6.2.3 School District Coordination

Based on results of Subtask 6.2.2, Fehr & Peers will coordinate with the Fife School District to examine the development of potential transportation and access improvement projects near Columbia Junior High School. Associated tasks may include a traffic management and circulation plan to help mitigate construction impacts.

Subtask 6.2.4 Assess and Prioritize Potential Improvement Projects

Fehr & Peers will assess and help prioritize potential improvement projects. Focus areas would include the following.

- David Court and Radiance Boulevard, with and without roundabouts.
- Investigation of corridor traffic calming alternatives, access management, and other potential safety improvements, particularly near Columbia Junior High School.
- Update potential improvement list from December 2013.
- Prioritize and develop phasing for potential transportation improvements.

Subtask 6.2.5 Meetings

Fehr & Peers will attend up to four meetings, including up to two public meetings.

Deliverable(s)

- Draft and final memorandum summarizing the traffic operations analysis, school district coordination proceedings and outcomes, and improvement project prioritization. Any materials produced for meetings will also be provided.

TASK 7.0 RIGHT-OF-WAY

In discussions with the CITY, this task has been deleted from the CONSULTANT'S scope of work. ROW support, including ROW schedule and estimating ROW costs, will be provided by the CITY.

TASK 8.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Task 8 is supplemented with the following tasks.

Subtask 8.3 Section 106 Report (Cultural and Historic Resources)

This work includes the preparation of the Section 106 report in accordance with the State Historic Preservation Office (SHPO) standards and guidelines. The work will include the following subtasks.

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. The CONSULTANT will maintain contact with the local tribes for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.
4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the CITY.

Deliverable(s)

- Three copies of a draft Section 106 report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations

will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.

- Three copies of a revised draft Section 106 report incorporating CITY comments
- Three copies of a final Section 106 report incorporating WSDOT comments

Subtask 8.4 Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife (WDNR) along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the CITY for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the CONSULTANT will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the CONSULTANT will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.

9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the CONSULTANT will coordinate with the CITY and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverable(s)

- Three copies of a draft BA for review by CITY with accompanying draft special provisions if required
- Three copies of a draft BA, incorporating the CITY's comments, for submittal to FHWA/WSDOT
- Three copies of a revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS
- Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

Subtask 8.5 Environmental Justice

Services required to complete an environmental justice (EJ) analysis includes the following main components.

1. Collecting demographic data for the project area using local data sources and the US Census Data.
2. Identifying any EJ populations in the area (minority or low-income populations).
3. Review public outreach activities to ensure potential EJ populations are offered an opportunity to participate in project planning and decision-making.
4. Identifying any potential disproportionate effects to EJ populations from project activities and identifying how impacts could not be avoided or minimized and what mitigation measures could be implemented.

Deliverable(s)

- Three copies of the draft EJ documentation will be provided
- Three copies of the final EJ documentation will be provided incorporating CITY comments
- Three copies of the final EJ documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies

Subtask 8.6 Wetland Delineation

The purpose of the wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary. The CONSULTANT shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The CONSULTANT shall delineate wetlands within 200 feet of the project area.

The CONSULTANT shall prepare a comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by USACE. The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to USACE.

Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to USACE.

Deliverable(s)

- Three copies of a draft wetland delineation report for review by CITY with accompanying draft special provisions if required
- Three copies of a draft wetland delineation report, incorporating the CITY's comments, for submittal to USACE
- Three copies of a revised draft wetland delineation report, incorporating comments by USACE, for submittal for approval

Subtask 8.7 Section 4f Evaluation

This work will include the coordination and preparation of a programmatic section 4f document as outlined in the Department of Transportation Federal Highway Administration Programmatic Section 4(f) Evaluation and Approval for FHWA Projects. The work will include a preparation of the 4f document and an executive summary for the NEPA document.

Deliverable(s)

- Three copies of the draft 4f Statement for review by CITY
- Three copies of the revised draft 4f Statement incorporating CITY comments
- Three copies of the final 4f Statement will be prepared incorporating FHWA/WSDOT comments

Subtask 8.8 Hazardous Materials

A hazardous materials memo will be prepared to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an

effect on the overcrossing project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present; or those with strong pungent or noxious odors. The scope of services for this study will include

1. A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by WSDOT.
2. A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. An attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
3. Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination.
4. A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Deliverable(s)

- Three copies of the draft hazmat memo will be provided
- Three copies of the hazmat memo will be provided incorporating CITY comments
- Three copies of the final hazmat memo will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies

Subtask 8.9 Environmental Classification Summary (ECS)

Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverable(s)

- Three copies of the draft ECS will be provided
- Three copies of the final ECS documentation will be provided incorporating CITY comments

- Three copies of the final ECS documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

Subtask 8.10 SEPA

The CONSULTANT shall complete appropriate SEPA documentation, including all needed studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The CONSULTANT will coordinate with the CITY to address comments on the SEPA Checklist and provide support for the SEPA process.

Deliverable(s)

- SEPA Checklist

Subtask 8.11 Wetland/Riparian Mitigation Plan

The CONSULTANT will prepare a riparian mitigation plan for the enhancements and repair of the sites within the project limits. We will complete the plan according to the requirements of USACE and the CITY.

To complete the plan, the CONSULTANT will

1. Collect on-site data and information about the boundaries of the existing riparian areas.
2. CONSULTANT will prepare a draft of the mitigation plan that includes a narrative describing the proposed mitigation and monitoring and including accompanying draft special provisions (if required), a vicinity map, a plan view and/or detail maps of the proposed mitigation, and other informational maps as required by the permitting agencies. The plan will be provided for CITY review, revised according to CITY comments and, submitted to the reviewing agencies.

Deliverable(s)

- Three copies of the draft mitigation plan for CITY review with accompanying draft special provisions if required
- Three copies of a final mitigation plan, incorporating the CITY's comments, for submittal to CITY planning

Subtask 8.12 State and Federal Permits

CONSULTANT will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

- JARPA
- USACE Section 404 Permit
- Ecology Section 401 Water Quality Certification
- NPDES Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The CONSULTANT shall also provide a draft transmittal letter for submittal of the application by the CITY. Draft applications, including supporting information, shall be submitted to the CITY for review and comment. Revised permit applications shall be provided to the CITY for signature and submittal to permitting agencies. The CONSULTANT shall perform the necessary coordination to obtain the permits.

Deliverable(s)

- The CONSULTANT's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with state and federal agencies, as required.
- JARPA
- USACE Section 404 Permit
- Ecology Section 401 Water Quality Certification
- NPDES Permit

Subtask 8.13 City Permits

CONSULTANT will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

- Critical Area Permit
- Fill and Grade permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The CONSULTANT shall also provide a draft transmittal letter for submittal of the application by the CITY. Draft applications, including supporting information, shall be submitted to the CITY for review and comment. Revised permit applications shall be provided to the CITY for signature and submittal to permitting agencies. The CONSULTANT shall perform the necessary coordination to obtain the permits.

Deliverable(s)

- Two draft copies of the permit applications
- Two final copies of the permit applications.

TASK 9.0 RAILROAD ENGINEERING AND DESIGN

Subtask 9.1 Project Coordination (supplemented)

Hanson will manage/administer Task 9.0 and coordinate with others as appropriate.

Subtask 9.3 30 Percent Railroad Shoofly and Phasing Plan

1. Coordinate shoofly design with UPRR.
2. Update the Opinion of Probable Cost of Construction for track and embankment to 30 percent level.

Subtask 9.4 30 Percent Railroad Bridge and Shoring Design

1. Prepare a response memo to UPRR in response to comments received on the bridge and shoring concept submittal.
2. Incorporate UPRR-recommended changes into the 30 percent bridge and shoring plans.
3. Prepare a structure type selection report. This is a brief report, typically in memo format, that will provide UPRR background on how the bridge type was selected. This is applicable to the 30 percent UPRR submittal package.
4. Provide substructure loading parameters to CONSULTANT (railroad bridge loading parameters).
5. Prepare preliminary shoring details and staging details (30 percent).
6. Review current roadway underpass concept drawings from CONSULTANT and update the bridge design to complement the roadway plans.
7. Add UPRR general notes to the structures plans.
8. Prepare 30 percent utility concepts for conduits attached to the bridge.
9. Prepare 30 percent bridge plan sheets.
10. Update the Opinion of Probable Cost of Construction for the bridge superstructure and temporary shoring to 30 percent.

Task 9.0 Deliverables

- Response memo to UPRR comments on bridge and shoofly concept submittals
- 30 percent Phasing Plan – Schematic Format
- 30 percent Phasing Narrative
- 30 percent Bridge General Plan and Elevation (GPE) – Phase 1 Construction
- 30 percent Bridge Typical Section – Phase 1 Construction (incl. shoring)
- 30 percent Bridge General Plan and Elevation (GPE) – Phase 2 Construction
- 30 percent Bridge Typical Section – Phase 2 Construction (incl. shoring)
- Structure type selection report
- Preliminary shoring details (30 percent)
- 30 percent Opinion of Probable Cost of Construction for
 - Proposed Bridge Superstructure
 - Phase 1 track, embankment and shoring

- Phase 2 track, embankment and shoring

TASK 10.0 STRUCTURAL ENGINEERING

The CONSULTANT shall prepare 30 percent structural design of underpass walls, struts for bracing the walls, railroad bridge foundation(s), and update the thickness of the bottom seal, which will vary along the length of the project. This effort involves the preparation of detailed framing plans, wall elevations, and cross sections in accordance with the drawing list included with the level of effort estimate for Phase 2.

Deliverable(s)

- Thirty percent elevations, sections, and framing plans for the underpass

TASK 11.0 GEOTECHNICAL ENGINEERING SUPPORT

This effort is a continuation of geotechnical engineering support that began in Phase 1.

Subtask 11.1 Information Review

Shannon & Wilson will provide additional reviews of available subsurface information related to the project site to support preliminary engineering efforts.

Subtask 11.2 Conceptual Geotechnical Analyses

Shannon & Wilson will perform geotechnical analyses in support of the preliminary engineering design. Because these analyses will be based on the limited available subsurface information, they will be considered preliminary and subject to revision following a subsurface exploration and testing program (in Phase 3). Preliminary-level analyses would include subsurface conditions, secant-pile wall design parameters, retaining wall design parameters, shoring wall design parameters, and drilled shaft design parameters to support the railroad bridge.

Subtask 11.3 Geotechnical Letter Report

Shannon & Wilson will update the Phase 1 letter report documenting updated preliminary-level analyses, assumptions, and recommendations that are based on the Phase 2 design effort. A draft letter will be submitted for review, and a final letter issued after receipt and resolution of comments by CONSULTANT.

Subtask 11.4 Project Management and Meetings

Shannon & Wilson will attend one meeting at either CONSULTANT's or the CITY's offices, as well as biweekly teleconference meetings with the project design team during project design development.

Deliverable(s)

- Draft and final letter report documenting results of additional information reviews and preliminary geotechnical analyses

TASK 12.0 PUMP STATION

This task involves engineering and design work required to advance the design of the storm water pump station to a 30 percent level of completion. The CONSULTANT shall prepare PS&E

documents for the construction of the proposed pump station consistent with city and state design standards.

Subtask 12.1 Pump Station Drawings

Design drawings at the 30 percent level of completion will be developed for the pump station. It is anticipated that these drawings shall include a pump station site plan, equipment layout plan, and piping plan and elevation drawings. It is assumed that electrical, instrumentation, and telemetry drawings will not be included at this level of completion. The CONSULTANT shall coordinate with the CITY to identify pump station equipment that meets Federal "Buy America" requirements and is acceptable to the CITY.

Subtask 12.2 Specifications List

The current edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction will be the standard specifications for the work. The CONSULTANT shall prepare a list of the general special provisions, and project-specific special provisions required for construction of the pump station.

Subtask 12.3 Construction Cost Estimate

A construction cost estimate shall be prepared for the 30 percent submittal.

Assumptions(s)

Electrical, instrumentation, and telemetry design will not be included at this 30 percent level of design

Deliverable(s)

- Preliminary (30 percent PS&E) design plans and cost estimates for the pump station.

TASK 13.0 ROADWAY DESIGN

This task involves engineering and design work required to advance the design of the driveways, roadway, utilities, and trail to approximately 30 percent level of design in order to finalize the geometric design and footprint of the project as required to complete the environmental documentation for the project. The CONSULTANT shall prepare preliminary PS&E documents for the construction of the proposed project consistent with CITY, state, and/or county design standards. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. CITY standard details, Pierce County standard plans, and WSDOT standard plans will be supplemented with project-specific details as required. The plans will be completed in a manner to eventually facilitate completion in subsequent design phases to provide competitive bidding by contractors.

Subtask 13.1 Roadway Drawings

The CONSULTANT shall prepare 30 percent roadway plans in accordance with the drawing list included with the level of effort estimate for Phase 2.

Deliverable(s)

- Permitting (30 percent) roadway plans submittal

Subtask 13.2 Specifications

The underpass construction is not common and special provisions will be required to supplement the current edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and the associated amendments and general special provisions. During Phase 2, the CONSULTANT will prepare outline specifications identifying all anticipated payment items. Draft special provisions will be prepared where required. It is anticipated that there will be a special provision required for each of the following.

- Secant pile walls
- Bottom seal construction
- Railroad construction
- An allowance for one other draft special provision not yet identified is included in the level of effort for Phase 2.

Deliverable(s)

- Three hard copies of the outline specifications and draft special provisions

Subtask 13.3 Construction Cost Estimate

An engineer's construction cost estimate shall be prepared based upon the list of anticipated pay items and quantities obtained from the 30 percent design effort.

Deliverable(s)

- Three hard copies of the construction cost estimate
- One electronic copy (PDF) of the construction cost estimate
- One electronic copy (MS Excel) of the construction cost estimate

TASK 14.0 DRAINAGE DESIGN

The CONSULTANT shall prepare a drainage report and preliminary conveyance design for the project in sufficient detail to support the completion and approval of the environmental documentation for the project. The drainage report will be prepared per the criteria of the Department of Ecology Stormwater Management Manual for Western Washington (February 2005) and any additional requirements of the CITY and the Washington State Department of Transportation (WSDOT). The drainage report shall include

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

Assumptions(s)

- Groundwater seeping into the underpass will not need to be treated, but will be of a sufficiently low volume that it will not need to be collected and treated separately from the stormwater runoff from the roadway.

- A dissipation structure will be required where underpass water is pumped into the detention/treatment pond.
- The CONSULTANT will develop stormwater designs in consultation with CITY staff, but no more than two stormwater options will be investigated.
- The stormwater design process will include up to three meetings with the CITY and other involved parties to review and discuss options being considered. One additional meeting with the CITY will be required to review and discuss comments on the draft drainage report.
- Once the preferred stormwater design has been agreed upon, the CONSULTANT shall provide drainage plans and profiles, including layouts and details of any low-impact design facilities in the 30 percent PS&E submittal.
- One round of Fife School District comments.

Deliverable(s)

- Meeting minutes
- Draft and final drainage report (one electronic and two hard copy)
- Preliminary conveyance design with 30 percent PS&E submittal

TASK 15.0 Water Main Design

The CITY owns a water main line in the vicinity of 54th Avenue that will need to be temporarily relocated for the duration of the project.

Subtask 15.1 Conceptual Waterline Design (see Subtask 5.1 in Phase 1)

Subtask 15.2 Preliminary (30 percent) Waterline Drawings

Design drawings at the 30 percent level of completion will be developed by the CONSULTANT for the temporary and permanent waterlines. It is anticipated that these drawings shall include plan and profile drawings of the waterlines.

Deliverable(s)

- Preliminary (30 percent) waterline drawings

TASK 16.0 SANITARY FORCE MAIN DESIGN

The CITY owns a sanitary force main line in the vicinity of 54th^hAvenue that will need to be temporarily relocated for the duration of the project.

Subtask 16.1 Conceptual Sanitary Force Main Design (see Subtask 5.1 in Phase 1)

Subtask 16.2 Preliminary (30 percent) Force Main Drawings

Design drawings at the 30 percent level of completion will be developed by the CONSULTANT for the temporary and permanent force main lines. It is anticipated that these drawings shall include plan and profile drawings of the force main lines.

Deliverable(s)

- Preliminary (30 percent) force main drawings

DESIGN CRITERIA

All documents prepared shall be developed in accordance with the latest edition and amendments of the following, unless otherwise directed by the CITY of Fife.

WSDOT Publications

- Standard Specifications for Road, Bridge, and Municipal Construction, English Edition (M41-10)
- Standard Plans for Road, Bridge, and Municipal Construction, English Edition (M21-01)
- Design Manual (M22-01)
- Bridge Design Manual, Volumes 1 and 2 (M23-50)
- Plans Preparation Manual (M22-31)
- Construction Manual
- Local Agency Guidelines Manual

Railroad Standards

- BNSF-UPRR Guidelines for Railroad Grade Separation Projects (1/24/2007).
- UPRR Public Projects – Plan Submittal Guidelines (rev. 10/10/2014).
- UPRR Standards (.zip file containing Microstation seed files)
- UPRR Plan Preparation Checklist
- BNSF-UPRR Guidelines for Temporary Shoring (10/25/2004)

AASHTO Publications

- AASHTO LRFD Bridge Design Specifications, Third Edition, 2004
- Guide for the Development of Bicycle Facilities, August 1991
- A Policy on Geometric Design of Highways and Streets (1994, '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)
- Ecology, "Stormwater Manual for Western Washington February 2005"
- Standard drawings and sample documents provided by the CITY and furnished to the CONSULTANT shall be used as a guide in all applicable cases

Exhibit B
DBE Participation

N/A

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D 2015
PDF format

B. Roadway Design Files

AutoCAD Civil 3D 2015
PDF format

C. Computer Aided Drafting Files

AutoCAD Civil 3D 2015
PDF format

Agreement Number:

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

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

See items B and C above

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

Rights-of-entry, GIS data (shape files - ROW, property lines, edges of pavement), previous traffic studies
Any previously prepared or available base map files

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Newforma file transfer

A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Outlook, Lync

C. File Transfers Format

Newforma file transfer

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D-1 - Consultant Fee Determination
See attached Exhibit D-2 - Consultant Max Rate Table
See attached Exhibit D-3 - Consultant ICR
See attached Exhibit D-4 - Consultant Fee Calculation Worksheet

Agreement Number:

EXHIBIT D-1
PHASE 1

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Executive	0	X	\$ 83.00	= \$	-
2 Project Manager	129	X	\$ 83.00	= \$	10,707
3 Project Engineer	304	X	\$ 48.95	= \$	14,880
4 Structural Engineer	156	X	\$ 52.40	= \$	8,174
5 Civil Engineer	524	X	\$ 38.05	= \$	19,938
6 Designer/ CAD Oper	352	X	\$ 38.77	= \$	13,648
7 Geomatics Director	20	X	\$ 43.10	= \$	862
8 Project Surveyor	30	X	\$ 35.00	= \$	1,050
9 Chief of Parties	114	X	\$ 34.62	= \$	3,947
10 Survey Crew Chief	116	X	\$ 35.00	= \$	4,060
11 Geomatics Technician	40	X	\$ 21.00	= \$	840
12 Graphics	22	X	\$ 35.76	= \$	787
12 Project Coord. / Admin	130	X	\$ 32.09	= \$	4,172
Total Hours					1,937
Subtotal Direct Salary Costs (DSC) = \$					83,064
Salary Escalation (SE) = 0% of DSC = \$					-
Subtotal (DSC + SE) = \$					83,064
Overhead (OH)	168.21%	of (DSC + SE) = \$			139,722
Fixed Fee (FF)	33.8%	of (DSC + SE) = \$			28,076
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					250,862

DIRECT NONSALARY COSTS (DNSC)

Mileage Design Team	400	miles @ \$ 0.560	\$	224
Expendables (photographs, equip rental, etc)	1	Estimate @ 1000	\$	1,000
Mileage Survey Team	400	miles @ \$ 0.560	\$	224
Survey Expenses			\$	3,600

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 5,048

SUBTOTAL BergerABAM = \$ 255,910

SUBCONSULTANTS

Fehr and Peers - Traffic	\$	-
Hanson - Rail	\$	66,341
Shannon & Wilson - Geotechnical	\$	11,330
Universal Field Services - Right-of-way Agent	\$	-
Widener & Associates - Environmental	\$	20,562

SUBTOTAL SUBCONSULTANTS = \$ 98,232

TOTAL AUTHORIZED AMOUNT (Phase 1) = \$ 354,143

MANAGEMENT RESERVE for Unanticipated Project Issues (Phase 1) = \$ 35,000

TOTAL CONTRACT AMOUNT (Phase 1) = \$ 389,143

TASK DESCRIPTION	Task Number	Project Executive	Project Manager	Project Engineer	Structural Engineer	Civil Engineer	Designer/ CAD Oper	Graphics	Project Coord./ Admin	Totals
		\$ 83.00	\$ 83.00	\$ 48.95	\$ 52.40	\$ 38.05	\$ 38.77	\$ 35.76	\$ 32.09	
TASK 1 - PROJECT MANAGEMENT										
	1	-	75	92	8	32	24	8	104	343
Project Coordination	1.1		16	16					60	92
Quality Assurance	1.2		16	24	8	24	24		16	112
Meetings	1.3	-	36	36	-	-	-	-	20	92
Project Team Meetings (8)			8	8					8	24
Meetings with City Staff (4)			16	16					8	40
Meetings with School District (1)			6	6					2	14
Meetings with Puyallup Tribe (1)			6	6					2	14
City Council Meetings and Presentations (1)	1.5		7	16		8		8	8	47
Directed Services for Project Management and Meetings	1.6	-	-	-	-	-	-	-	-	-
TASK 2 - PUBLIC INVOLVEMENT										
Public Involvement	2	-	-	-	-	-	-	-	-	-
		Provided in Phase 2								
TASK 3 - ROADWAY, DRAINAGE & SCHOOL PARKING										
	3	-	38	140	60	302	184	14	18	756
Roadway Geometry	3.1	-	4	40	14	80	56	-	-	194
Determine Design Criteria & Roadway Limits				4	2	16	4			26
Develop Cross-sections				2		8	12			22
Preliminary Park Intersection Design				2		8	4			14
Review Sight Distance				2		8				10
Layout Flood Berm			2	16		24	24			66
Develop Roadway Conceptual Design				8	8	8	8			32
Review Roadway Conceptual Design with City			2	2						4
Finalize Roadway Conceptual Design				4	4	8	4			20
Trail Layout	3.2	-	6	8	-	16	6	-	-	36
Develop Trail Conceptual Criteria & Design			2	4		12	4			22
Review Trail Conceptual Design with City			2	2						4
Finalize Trail Conceptual Design			2	2		4	2			10
Project Construction Staging	3.3	-	6	12	16	22	8	-	-	64
Develop Construction Staging/ Phasing Concepts			4	8	12	16	4			44
Review Construction Staging/ Phasing Concepts with City			2	2	2					6
Finalize Construction Staging/ Phasing Concepts				2	2	6	4			14
Storm Drainage	3.4	-	2	22	-	84	22	-	4	134
Obtain As-builts and City Information				2		4				6
Incorporate As-built information into Basemap							8			8
Determine Stormwater Requirements				2		8				10
Analyze LID Alternatives (3 alternatives)				3		12				15
Prelim Stormwater Pond Sizing (3 alternative locations)				4		24				28
Develop Conceptual Drainage Design				2		8	4			14
Review Conceptual Drainage Design with City			2	2						4
Finalize Conceptual Drainage Design				4		8	4			16
Draft Drainage Memo				2		16	4		2	24
Final Drainage Memo				1		4	2		2	9
School Parking	3.5	-	8	16	-	36	28	-	-	88
Meet with School District & City			2	2						4
Develop Conceptual Plan of School Intersection			2	4		16	12			34
Review Conceptual Plan of School Intersection with City			2	2						4
Modify Conceptual Plan of School Intersection				2		8	6			16
Present Conceptual Plan of Intersection to School District			2	2						4
Modify Conceptual Plan of School Intersection				2		8	6			16
Finalize Conceptual Plan of School Intersection				2		4	4			10
Design Report and Conceptual Plans	3.6	-	12	42	30	64	64	14	14	240
Develop Draft 1 of Conceptual Design Report			4	16	16	40	40	8	8	132
Meet with City to Review Design Report			2	2	2					6
Develop Draft 2 of Conceptual Design Report			4	16	8	16	16	4	4	68
Finalize Conceptual Design Report			2	8	4	8	8	2	2	34
TASK 4 - SURVEY AND BASEMAPPING										
Record Research, GPS RTK Control and, Terrestrial Control Survey Work	4	-	-	-	-	-	-	-	-	-
Topographical Survey	4.1	See Survey Estimate								
Utility Locates Services	4.2	See Survey Estimate								
	4.3	See Survey Estimate								

TASK DESCRIPTION	Task Number	Project Executive	Project Manager	Project Engineer	Structural Engineer	Civil Engineer	Designer/CAD Oper	Graphics	Project Coord./Admin	Totals
		\$ 83.00	\$ 83.00	\$ 48.95	\$ 52.40	\$ 38.05	\$ 38.77	\$ 35.76	\$ 32.09	
DSC										
TASK 5 - UTILITIES	5	-	4	48	8	150	72	-	-	282
Utility Contacts (8): Qwest, Comcast, City Sanitary Sewer, Tacoma Public Utilities (distribution & transmission), City Water, Sprint & Level 3										
Existing Utility Data	5.1	-	-	2	-	14	8	-	-	24
Contact Utilities for As-builts (8 contacts @ 1 hr each)				2		6				8
Compile As-builts into Basemap						4	4			8
Prepare Existing Utility Map Exhibit						4	4			8
Preliminary Coordination with Utilities	5.2	-	2	38	-	108	52	-	-	200
Utility Coordination Kick Off Meeting (1 hr)			2	2						4
Prepare Materials for Utility Kickoff Meeting						4				4
Provide Meeting Minutes for Utility Kickoff Meeting				2						2
Project Utility Coordination (8 contacts - 1 hr month)				8		24				32
Compile Proposed Utilities into Basemap				2		16	4			22
Preliminary Conceptual Water Line Design Layout				8		8	8			24
Conceptual Water Line Memo				4		24	16			44
Preliminary Conceptual Force Main Design Layout				8		8	8			24
Conceptual Force Main Memo				4		24	16			44
Utility Relocation & Staging Concepts	5.3	-	2	8	8	28	12	-	-	58
Develop Utility Relocation/Protection Conceptual Design				4	4	24	8			40
Review Utility Relocation Conceptual Design with City			2	2	2					6
Finalize Utility Relocation/Protection Conceptual Design				2	2	4	4			12
TASK 6 - TRAFFIC ANALYSIS, ILLUMINATION & SIGNAL DESIGN	6	-	-	-	-	-	-	-	-	-
Traffic Capacity Analysis	6.1	See Fehr & Peers Estimate								
Preliminary Construction Cost Estimate	6.2	See Fehr & Peers Estimate								
TASK 7 - RIGHT OF WAY	7	-	-	-	-	-	-	-	-	-
Right of Way		See UFS Estimate								
TASK 8 - ENVIRONMENTAL DOCUMENTATION & PERMITTING	8	-	4	8	-	8	-	-	-	20
Design Assistance and Early Agency Coordination	8.1	See Widener Estimate								
Prepare Area of Potential Effect	8.2	See Widener Estimate								
TASK 9 - RAILROAD ENGINEERING & DESIGN	9	-	-	-	-	-	-	-	-	-
Railroad Shoofly and Phasing	9.1	See Hanson Estimate								
Railroad Bridge & Shoring	9.2	See Hanson Estimate								
TASK 10 - STRUCTURAL ENGINEERING	10	-	8	-	80	-	64	-	-	152
Structural Engineering			8		80		64			152
TASK 11 - GEOTECHNICAL ENGINEERING SUPPORT	11	-	-	-	-	-	-	-	-	-
Information Review	11.1	See Shannon & Wilson Estimate								
Conceptual Geotechnical Analyses	11.2	See Shannon & Wilson Estimate								
Geotechnical Letter Report	11.3	See Shannon & Wilson Estimate								
Project Management and Meetings	11.4	See Shannon & Wilson Estimate								
TASK 12 - PUMP STATION DESIGN	12	-	-	16	-	32	8	-	8	64
Pump Station Memorandum	12.1			16		32	8		8	64
Total		-	129	304	156	524	352	22	130	1,617

EXHIBIT D-1: Consultant Fee Determination
City of Fife - 54th Ave E Grade Separation Project (PHASE 1)

1/7/2015

City of Fife - 54th Ave E Grade Separation Project (PHASE 1)				
Classification	Name	Base Wage Rate	Project Manager	
			% Participation	Blended Hourly Rate
Project Managers	Bob Fernandes	\$83.00	100%	\$ 83.00
Project Managers	Jim Guarre	\$83.00	100%	\$ 83.00
Project Engineers	Steven True	\$61.06	10%	\$ 48.95
	Naomi Selove	\$47.60	90%	
Structural Engineers	Greg Banks	\$52.16	50%	\$ 52.40
	Stuart Bennion	\$52.64	50%	
Civil Engineers	Rob Schurman	\$47.60	10%	\$ 38.05
	Rachel VanDyke	\$39.18	60%	
	Erin Pothier	\$32.33	10%	
	Brook Emry	\$32.74	20%	
Designer/CAD Oper.	John Reyes	\$37.50	90%	\$ 38.77
	Jef Blake	\$50.24	10%	
Graphics	Aaron Savage	\$36.90	50%	\$ 35.76
	Kim Crow	\$34.62	50%	
Project Coord./Admin	Nora Bretana	\$31.97	50%	\$ 32.09
	Kelly Robinson	\$32.21	50%	

**EXHIBIT D-1: PROJECT FEE DETERMINATION
BergerABAM SURVEY (PHASE 1)**

1/7/2015

Geomatics Hours - Phase 1 Services						
Role	Project Surveyor 5	Project Surveyor 3	Chief of Parties	Survey Crew Chief	Geomatics Technician	Total Hours per Task
DSC	\$43.10	\$35.00	\$34.62	\$25.00	\$21.00	
Task 4.1 Record Research, GPS RTK Control and, Terrestrial Control Survey Work	8	18	26	20		72
Task 4.2 Topographic Survey	10	10	88	96	36	240
Topographical Survey			80	60	20	
Deliverable Preparation				32	12	
Drive Time			8	4	4	
QA/QC	8	8				
Task 4.3 Utility Locate Services	2	2			4	8
Hour Totals	20	30	114	116	40	320

Expense Category	Qty	Unit Cost	Per	Cost	Backup
Railroad Flagging Service	1	\$ 400	/day	\$ 400.00	
Mt. View Locates, LLC	40	\$ 80	/hour	\$ 3,200.00	
			Total	\$ 3,600.00	

EXHIBIT D-1
PHASE 2

**EXHIBIT D-1 - CONSULTANT FEE DETERMINATION
CITY OF FIFE - 54TH AVE E GRADE SEPARATION (PHASE 2)**

ABAM Exhibit D-1

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Executive	10	X	\$ 83.00	= \$	830
2 Project Manager	221	X	\$ 83.00	= \$	18,343
3 Project Engineer	518	X	\$ 48.95	= \$	25,354
4 Structural Engineer	526	X	\$ 52.40	= \$	27,562
5 Civil Engineer	740	X	\$ 38.05	= \$	28,156
6 Designer/ CAD Oper	912	X	\$ 38.77	= \$	35,362
7 Geomatics Director	6	X	\$ 43.10	= \$	259
8 Project Surveyor	66	X	\$ 35.00	= \$	2,310
9 Chief of Parties	26	X	\$ 34.62	= \$	900
10 Survey Crew Chief	46	X	\$ 25.00	= \$	1,150
11 Geomatics Technician	8	X	\$ 21.00	= \$	168
12 Graphics	38	X	\$ 35.76	= \$	1,359
12 Project Coord. / Admin	196	X	\$ 32.09	= \$	6,290
Total Hours					3,313
Subtotal Direct Salary Costs (DSC) = \$					148,043
Salary Escalation (SE) = 5% of DSC = \$					7,402
Subtotal (DSC + SE) = \$					155,445
Overhead (OH)	168.21%	of (DSC + SE) = \$			261,474
Fixed Fee (FF)	33.8%	of (DSC + SE) = \$			52,540
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					469,459

DIRECT NONSALARY COSTS (DNOSC)

Mileage Design Team	400	miles @	\$ 0.560	\$	224
Expendables (photographs, equip rental, etc)	1	Estimate	\$ 1,300	\$	1,300
Mileage Survey Team	100	miles @	\$ 0.560	\$	56
Survey Expenses				\$	6,525

TOTAL REIMBURSABLE EXPENSES (DNOSC) = \$ 8,105

TOTAL BergerABAM = \$ 477,564

SUBCONSULTANTS

Fehr and Peers - Traffic	\$	27,585
Hanson - Rail	\$	74,459
Shannon & Wilson - Geotechnical	\$	15,587
Universal Field Services - Right-of-way Agent	\$	-
Widener & Associates - Environmental	\$	129,810

TOTAL SUBCONSULTANTS = \$ 247,441

TOTAL AUTHORIZED AMOUNT (Phase 2) = \$ 725,005

MANAGEMENT RESERVE for Unanticipated Project Issues (Phase 2) = \$ 65,000

TOTAL CONTRACT AMOUNT (Phase 2) = \$ 790,005

TASK DESCRIPTION	Task Number	Project Executive	Project Manager	Project Engineer	Structural Engineer	Civil Engineer	Designer/ CAD Oper	Graphics	Project Coord./ Admin	Totals
		\$ 83.00	\$ 83.00	\$ 48.95	\$ 52.40	\$ 38.05	\$ 38.77	\$ 35.76	\$ 32.09	
TASK 1 - PROJECT MANAGEMENT (supplemented)	1	4	147	172	68	60	40	-	156	647
Project Coordination	1.1		24	24					84	132
Quality Assurance (Includes Review of Sub Work Products)	1.2	4	40	40	40	40	40		24	228
Meetings	1.3		76	92	28	12			40	248
Project Team Meetings (20)			20	20	20				20	80
Meetings with City Staff (8)			48	64	8	8			16	144
Meetings with School District (1)			4	4		2			2	12
Meetings with Puyallup Tribe (1)			4	4		2			2	12
City Council Meetings and Presentations (1)	1.4		7	16		8			8	39
Directed Services for Project Management and Meetings	1.5									
Risk Assessment	1.6	NOT USED								
TASK 2 - PUBLIC INVOLVEMENT (supplemented)	2	-	4	16	2	8	4	12	8	54
Open Houses			4	16	2	8	4	12	8	54
Not Used										
TASK 3 - ROADWAY, DRAINAGE & SCHOOL PARKING	3	-	-	-	-	-	-	-	-	-
Roadway, Drainage & School Parking		Provided In Phase 1								
TASK 4 - SURVEY AND BASEMAPPING (supplemented)	4	-	-	-	-	-	-	-	-	-
Record Research, GPS RTK Control and, Terrestrial Control Survey Work	4.1	Provided in Phase 1								
Topographical Survey	4.2	See Survey Estimate								
Utility Locates Services	4.3	Provided in Phase 1								
Title and ROW Review	4.4	See Survey Estimate								
TASK 5 - UTILITIES (supplemented)	5	-	-	20	-	28	32	-	-	80
Utility Contacts (8): Qwest, Comcast, City Sanitary Sewer, Tacoma Public Utilities (distribution & transmission), City Water, Sprint & Level 3										
Existing Utility Data	5.1	Provided in Phase 1								
Preliminary Coordination with Utilities	5.2	Provided in Phase 1								
Utility Relocation & Staging Concepts	5.3	Provided in Phase 1								
Coordination with Utilities for Final Design	5.4			20		28	32			80
Utility Coordination pre 30% Meeting (2 hr)				4		4				
Prepare Materials for pre 30% Meeting				4		12	16			
Provide Meeting Minutes for pre 30% Meeting				2						
Utility Coordination post 30% Meeting (2 hr)				4		4				
Prepare Materials for post 30% Meeting				4		8	16			
Provide Meeting Minutes for post 30% Meeting				2						
TASK 6 - TRAFFIC ANALYSIS, ILLUMINATION & SIGNAL DESIGN (supplemented)	6	-	-	-	-	-	-	-	-	-
Traffic Capacity Analysis	6.1	Provided in Phase 1								
Preliminary Construction Cost Estimate	6.2	Provided in Phase 1								
Preliminary Illumination & Signal Design	6.3	See Fehr & Peers Estimate								
Traffic Study for Environmental Documentation	6.4	See Fehr & Peers Estimate								
TASK 7 - RIGHT OF WAY (supplemented)	7	-	-	-	-	-	-	-	-	-
Right of Way		See UFS Estimate								
TASK 8 - ENVIRONMENTAL COMPLIANCE/PERMITTING REQs (supplemented)	8	-	4	16	4	16	16	8	4	68
Design Assistance and Early Agency Coordination	8.1	Provided in Phase 1								
Prepare Area of Potential Effect	8.2	See Widener Estimate								
Section 106 Report	8.3	See Widener Estimate								
Biological Assessment	8.4	See Widener Estimate								
Environmental Justice	8.5	See Widener Estimate								
Wetland Delineation	8.6	See Widener Estimate								
Section 4f	8.7	See Widener Estimate								
Hazmat Memo	8.8	See Widener Estimate								
Environmental Classification Summary (ECS)	8.9	See Widener Estimate								
SEPA	8.10	See Widener Estimate								
Wetland/Riparian Mitigation Plan	8.11	See Widener Estimate								
State & Federal Permits	8.12	See Widener Estimate								
City Permits	8.13	See Widener Estimate								

TASK DESCRIPTION	Task Number	Project Executive	Project Manager	Project Engineer	Structural Engineer	Civil Engineer	Designer/CAD Oper	Graphics	Project Coord./Admin	Totals
		\$ 83.00	\$ 83.00	\$ 48.95	\$ 52.40	\$ 38.05	\$ 38.77	\$ 35.76	\$ 32.09	
TASK 9 - RAILROAD (supplemented)	9	-	-	-	-	-	-	-	-	-
Railroad Shoofly and Phasing	9.1	Provided in Phase 1								
Railroad Bridge & Shoring	9.2	Provided in Phase 1								
30% Railroad Shoofly and Phasing	9.3	See Hanson Estimate								
30% Railroad Bridge & Shoring	9.4	See Hanson Estimate								
TASK 10 - STRUCTURAL ENGINEERING (supplemented)	10	2	50	8	420	-	314	-	6	800
Structural Drawings		-	34	-	340	-	306	-	-	680
Specifications		-	8	-	40	-	-	-	4	52
Quantities & Construction Cost Estimates		2	8	8	40	-	8	-	2	68
TASK 11 - GEOTECHNICAL ENGINEERING SUPPORT (supplemented)	11	-	-	-	-	-	-	-	-	-
Information Review	11.1	Provided in Phase 1								
Conceptual Geotechnical Analyses	11.2	Provided in Phase 1								
Geotechnical Letter Report	11.3	Provided in Phase 1								
Project Management and Meetings	11.4	Supplemented, See Shannon & Wilson Estimate								
Subsurface Explorations & Field Testing	11.5	See Shannon & Wilson Estimate								
Lab Testing	11.6	See Shannon & Wilson Estimate								
Engineering Analysis	11.7	See Shannon & Wilson Estimate								
Draft Geotechnical Report	11.8	See Shannon & Wilson Estimate								
Geotechnical Engineering Support of Shoofly Design	11.9	See Shannon & Wilson Estimate								
TASK 12 - PUMP STATION DESIGN (supplemented)	12	4	-	58	-	80	48	8	-	198
Pump Station Memorandum	12.1	Provided in Phase 1								
Preliminary (30%) Pump Station Drawings	12.2	4	-	48	-	56	48	-	-	156
Preliminary (30%) Pump Station Specifications List	12.3	-	-	8	-	16	-	8	-	32
Preliminary Pump Station (30%) Construction Cost Estimate	12.4	-	-	2	-	8	-	-	-	10
TASK 13 - ROADWAY DESIGN	13	-	16	134	32	368	382	-	16	948
Roadway Drawings	13.1	-	-	114	-	320	366	-	-	800
Specifications	13.2	-	8	12	16	8	-	-	8	52
Construction Cost Estimate	13.3	-	8	8	16	40	16	-	8	96
TASK 14 - DRAINAGE DESIGN	15	-	-	30	-	116	36	10	6	198
Water Quality & Treatment Design	14.1	-	-	8	-	32	16	-	-	56
Conveyance Design	14.2	-	-	8	-	32	8	-	-	48
Draft Drainage Report	14.3	-	-	8	-	40	8	8	4	68
Meet with City to Discuss Drainage Report Comments	14.4	-	-	2	-	-	-	-	-	2
Final Drainage Report	14.5	-	-	4	-	12	4	2	2	24
TASK 15 - WATER SYSTEM DESIGN	15	-	-	32	-	32	20	-	-	84
Conceptual Water Line Design	15.1	Provided in Phase 1								
Preliminary Water Line Drawings	15.2	-	-	32	-	32	20	-	-	84
TASK 16 - SANITARY SEWER FORCE MAIN SYSTEM DESIGN	16	-	-	32	-	32	20	-	-	84
Conceptual Sanitary Force Main Design	16.1	Provided in Phase 1								
Preliminary Force Main Drawings	16.2	-	-	32	-	32	20	-	-	84
Total		10	221	518	526	740	912	38	196	3,161

**EXHIBIT D-1 - CONSULTANT FEE DETERMINATION
CITY OF FIFE - 54TH AVE E GRADE SEPARATION**

ABAM Rates

City of Fife - 54th Ave E Grade Separation Project (PHASE 2)				
Classification	Name	Base Wage Rate	Project Manager	
			% Participation	Blended Hourly Rate
Project Executive	Bob Fernandes	\$83.00	100%	\$ 83.00
Project Managers	Jim Guarre	\$83.00	100%	\$ 83.00
Project Engineers	Steven True Naomi Selove	\$61.06 \$47.60	10% 90%	\$ 48.95
Structural Engineers	Greg Banks Stuart Bennion	\$52.16 \$52.64	50% 50%	\$ 52.40
Civil Engineers	Rob Schurman Rachel VanDyke Erin Pothier Brook Emy	\$47.60 \$39.18 \$32.33 \$32.74	10% 60% 10% 20%	\$ 38.05
Designer/CAD Oper.	John Reyes Jef Blake	\$37.50 \$50.24	90% 10%	\$ 38.77
Graphics	Aaron Savage Kim Crow	\$36.90 \$34.62	50% 50%	\$ 35.76
Project Coord./Admin	Nora Bretana Kelly Robinson	\$31.97 \$32.21	50% 50%	\$ 32.09

**EXHIBIT D-1: PROJECT FEE DETERMINATION
BergerABAM SURVEY (PHASE 2)**

1/7/2015

Geomatics Hours - Phase 2 Services						
Role	Project Surveyor 5	Project Surveyor 3	Chief of Parties	Survey Crew Chief	Geomatics Technician	Total Hours per Task
DSC	\$43.10	\$35.00	\$34.62	\$25.00	\$21.00	
Task 4.1 Record Research, GPS RTK Control and, Terrestrial Control Survey Work	Provided in phase 1					
Task 4.2 Topographic Survey	2	2	26	34	4	68
Topographical Survey			20	20	4	
Deliverable Preparation				8		
Drive Time			6	6		
QA/QC	2	2				
Task 4.3 Utility Locate Services	Provided in phase 1					
Task 4.4 Title and ROW Review	4	64		12	4	84
ROW and Parcel Map		60			4	
Deliverable Preparation				12		12
QA/QC	4	4				8
Hour Totals	6	66	26	46	8	152

Expense Category	Qty	Unit Cost	Per	Cost	Backup
Title Reports	16	\$ 400	/report	\$ 6,400.00	
Bartlett & West Map	1	\$ 125	/map	\$ 125.00	
			Total	\$ 6,525.00	

Exhibit D-2
 BergerABAM Inc.
 City of Fife - 54th Ave E Grade Separation Project
 Negotiated Hourly Rate Contract
 Maximum Billing Rates Not to Exceed Table

Engr Grade	Job Classification	Direct Labor Rate	Overhead 168.21%	Fixed Fee 33.80%	Maximum All Inclusive Hourly Billing Rate Maximum
IX	Officer - Project Executive & Project Manager on this project	\$ 83.00	\$ 139.61	\$ 28.05	\$ 250.00
VIII	Senior Project Manager	\$ 80.00	\$ 134.57	\$ 27.04	\$ 241.00
VII	Project Manager	\$ 68.00	\$ 114.38	\$ 22.98	\$ 205.00
VI	Project Engineer	\$ 57.00	\$ 95.88	\$ 19.27	\$ 172.00
V	Project Engineer	\$ 49.00	\$ 82.42	\$ 16.56	\$ 147.00
IV	Senior Engineer	\$ 40.00	\$ 67.28	\$ 13.52	\$ 120.00
III	Engineer-in Training	\$ 40.00	\$ 67.28	\$ 13.52	\$ 120.00
II	Engineer-in Training	\$ 30.00	\$ 50.46	\$ 10.14	\$ 90.00
I	Engineer-in Training	\$ 27.00	\$ 45.42	\$ 9.13	\$ 81.00
	Planner/Landscape Architect	\$ 56.00	\$ 94.20	\$ 18.93	\$ 169.00
	Scientist	\$ 40.00	\$ 67.28	\$ 13.52	\$ 120.00
	Project Surveyor	\$ 46.00	\$ 77.38	\$ 15.55	\$ 138.00
	Survey Chief of Parties	\$ 37.00	\$ 62.24	\$ 12.51	\$ 111.00
	Survey Crew	\$ 27.00	\$ 45.42	\$ 9.13	\$ 81.00
	Geomatics Technician	\$ 37.00	\$ 62.24	\$ 12.51	\$ 111.00
	CAD Operator	\$ 42.00	\$ 70.65	\$ 14.20	\$ 126.00
	Designer V	\$ 45.00	\$ 75.69	\$ 15.21	\$ 135.00
	Designer IV	\$ 43.00	\$ 72.33	\$ 14.53	\$ 129.00
	Designer III	\$ 35.00	\$ 58.07	\$ 11.83	\$ 105.00
	Dept Coordinator/Proj Coordinator	\$ 34.00	\$ 57.19	\$ 11.49	\$ 102.00
	Communications Specialist	\$ 34.00	\$ 57.19	\$ 11.49	\$ 102.00
	Graphics Designer	\$ 39.00	\$ 65.60	\$ 13.18	\$ 117.00
	Construction Specialist	\$ 54.00	\$ 90.83	\$ 18.25	\$ 163.00

Billings will be per job classification at a 3.0201 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 May 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

Submitted

City of Fife

BergerABAM Inc.

Signature

Signature

Printed Name

Robert L. Fernandes

Printed Name

Title

Vice President

Title

Date

Date

EXHIBIT D-3



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 24, 2014

BergerABAM
33301 Ninth Avenue Sout, Suite 300
Federal Way, WA 98003-2600

Subject: Acceptance FYE 2014 ICR – Audit Office Review

Dear Ms. Megan Isaacks:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2014 Indirect Cost Rate (ICR). This ICR shall be good until 180 days following your FYE 2015 closing date. This rate will be applicable for WSDOT and Local Agency contracts only.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink, appearing to read "Erik K. Jonson".

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal



November 24, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: BergerABAM, Inc. Indirect Cost Rate for
fiscal year end May 31, 2014

We accept the audit work performed by T. Wayne Owens & Associates related to the BergerABAM Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens & Associates audited the BergerABAM indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the BergerABAM Indirect Cost Rate for fiscal year ending May 31, 2014 at 168.21% of direct labor (rate includes 0.30% Facilities Capital Cost of Money).

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: BergerABAM Inc

Indirect Cost Rate Proposal: 167.91

Date of Proposal Preparation (mm/dd/yyyy): 11/21/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 05/31/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): M. Lee Marsh

Title: President/CEO

Date of Certification (mm/dd/yyyy): 11/21/2014

"The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legisregs/directives/orders/44701a.htm>

EXHIBIT D-4

Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.35	8.75
Relative Difficulty of Work	20	0.35	7.00
Size of Job	15	0.27	4.07
Period of Performance	15	0.35	5.25
Assistance by the State	15	0.35	5.25
Sub-consulting	10	0.35	3.48
Total			33.80

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicate the fair and reasonable fixed fee and/or profit percentage of the direct (raw) labor costs for the agreement and/or supplement.

Degree of Risk: Where the design involves no risk or the degree of risk is very small the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than contracts without options for which quantities are provided. Other things to consider: nature of design, responsibility for design reasonableness of negotiated costs, amount, and type of labor included in costs, amount of executive management/principal time required.

Relative Difficulty of Design: If the design is most difficult and complex, the weighting should be .35 and should be proportionately reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design, what is the time schedule; etc.; and rehabilitation of new work.

Size of Job: All agreement (estimated) total costs less \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between \$100,000 and \$5,000,000 may be proportionately weighted from .34 to .21. Agreements from

\$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17 and work in excess of \$10,000,000 at .17

Period of Performance: Agreements and/or supplements that are 24 months or longer, are to be weighted at .35. Agreements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than two (2) months.

Assistance by the State: To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing design or plans, mapping, quantities, surveys, geotechnical information, etc.

Sub-consulting: To be weighted in proportion to the amount of sub-consulting. Where 40% or more of the design is to be contracted, the weighting is to be .35 and such weighting proportionately decreased to .17 where all the design is performed by the consultant's own forces.

Note: If the Federal Highway Administration (FHWA) funds the project, the allowable fixed fee/profit percentage may not exceed 15% of direct labor plus overhead costs. In addition, the fixed fee/profit percentage may not exceed 35% of direct labor costs only.

When considered necessary because of unusual circumstances or local conditions, the range of weight may be increased above .35 if supported by adequate justification and approval of the Assistant Secretary of Environmental and Engineering Service Center.

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit E-1 - Subconsultant Fee Determination
See attached Exhibit E-2 - Subconsultant Max Rate Table
See attached Exhibit E-3 - Subconsultant ICR

Fehr and Peers - Traffic
Hanson Professionals - Rail
Shannon & Wilson - Geotechnical
Universal Field Services - Right-of-Way Agent
Widener & Associates - Environmental

Agreement Number:

EXHIBIT E-1
PHASE 1

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 1)**

**F&P Phase 1 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior QA/QC	0	X	\$84.13	= \$	-
2 Senior Design Engineer	0	X	\$62.50	= \$	-
3 Designer	0	X	\$45.67	= \$	-
4 AutoCAD Support	0	X	\$31.25	= \$	-
5 Lead Traffic Analyst	0	X	\$31.73	= \$	-
6 GIS Technician	0	X	\$29.33	= \$	-
7 Administrative	0	X	\$31.25	= \$	-

Total Hours - Subtotal Direct Salary Costs (DSC) = \$ -

Salary Escalation (SE) = 0% of DSC = \$ -

Subtotal (DSC + SE) = \$ -

Overhead (OH) 165.00% of (DSC + SE) = \$ -

Fixed Fee (FF) 30% of (DSC + SE) = \$ -

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ -

DIRECT NONSALARY COSTS (DNCS)

Mileage miles @ \$ 0.56 \$ -

Reproduction

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ -

TOTAL AUTHORIZED AMOUNT = \$ -

EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
 CITY OF FIFE - 54TH AVE E GRADE SEPARATION (PHASE 1)

F&P Phase 1 Hours

TASK	Senior QA/QC	Senior Design Engineer	Designer	AutoCAD Support	Lead Traffic Analyst	GIS Technician	Administrative	Subtotal
	\$84.13	\$62.50	\$45.67	\$31.25	\$31.73	\$29.33	\$31.25	
TASK 6.0 - TRAFFIC ENGINEERING, ILLUMINATION & SIGNAL DESIGN								
Subtask 6.1 - Traffic Capacity Analysis	0	0	0	0	0	0	0	0
Traffic Capacity Analysis Memorandum	Not anticipated to be in project per discussion with City							0
Allowance for Meetings and Coordination	Not anticipated to be in project per discussion with City							
Subtask 6.2 - Preliminary Construction Cost Estimate	0	0	0	0	0	0	0	0
Preliminary Conceptual Design for Illumination	By BergerABAM at Concept Phase							0
Preliminary Construction Cost Estimate for Illumination	By BergerABAM at Concept Phase							0
Total Hours	0	0	0	0	0	0	0	0

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 1)**

**HANSON Phase 1 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal	7	X	\$ 88.00	= \$	616
2 Engineer VIII	66	X	\$ 69.00	= \$	4,554
3 Engineer VII	162	X	\$ 53.00	= \$	8,586
4 Engineer VI	32	X	\$ 51.00	= \$	1,632
5 Engineer V	38	X	\$ 44.00	= \$	1,672
6 Engineer IV	0	X	\$ 40.00	= \$	-
7 Engineer III	63	X	\$ 35.00	= \$	2,205
8 Technician VII	88	X	\$ 34.00	= \$	2,992

Total Hours	456	Subtotal Direct Salary Costs (DSC) = \$	22,257
		Salary Escalation (SE) = 0% of DSC = \$	-
		Subtotal (DSC + SE) = \$	22,257
Overhead (OH)	165.66%	of (DSC + SE) = \$	36,871
Fixed Fee (FF)	30%	of (DSC + SE) = \$	6,677.10

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 65,805

DIRECT NONSALARY COSTS (DNSC)

Mileage	600	miles @ \$ 0.560	\$ 336
Miscellaneous Expendables (photographs, equip rental, etc)			\$ 200

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 536

TOTAL AUTHORIZED AMOUNT = \$ 66,341

Labor Multiplier = #REF!
Expense Multiplier = #REF!

Task Descriptions	Principal	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Technician VII	Subtotals
Labor Rate	\$ 90.00	\$ 72.00	\$ 53.00	\$ 51.00	\$ 44.00	\$ 41.00	\$ 36.00	\$ 38.00	\$ 40.00
TASK 9.0 - RAILROAD DESIGN									
Subtask 9.1 - Project Administration	0	21	32	0	10	0	0	0	63
Project Set-Up		2	1		3				6
Project Management (0.5 hr/wk for 26 wks)		4	6		3				13
Meetings with Design Team and City									0
Kick-Off Meeting in File		6	6						12
Progress meetings in (File or Federal Way) (3 meetings)		4	9						13
Progress meetings via Conference Call (6 calls)		4	8						12
Prepare Progress Reports (4 total)			2		2				4
Invoicing Per Client Format (7 billing cycles anticipated)		1			2				3
Subtask 9.2 - Railroad Shoofly and Phasing Concept	2	4	26	6	0	0	63	0	101
Site review and Field Report (concurrent with survey)		4	6				6		16
Phasing Plan - Schematic Format (2 sheets)			2				16		18
Phasing Narrative			6	2					8
Opinion of Probable Cost of Construction									0
Phase 1 Track & Embankment			4				12		16
Phase 2 Track & Embankment			4				12		16
QC Review	2			4			5		11
Final Revisions & Prepare PDFs for submittal			4				12		16
Subtask 9.3 - Railroad Bridge & Shoring Concept	5	41	104	26	28	0	0	88	292
Review Roadway Underpass Concept		2	2						4
Review Geotechnical data & coordinate w/ geotech		2	6						8
Coordination with UPRR for Compatibility w/ Future Construction			16						16
Develop Bridge Design Parameters		2	8	2					12
Prepare Bridge Superstructure Concept (we are using steel girders on a skewed alignment per draft agreement between UPRR and Fife)	1	2	6	12					21
Integrate Bridge Concept with Wall Design		2		8				4	14
Prepare Utility Concepts		2	2		4			8	16
Prepare Shoring Concept		4	8		16			8	36
Prepare staging options at bridge	1	4	8		8			4	25
Prepare Sheets									0
Bridge General Plan and Elevation (GPE) - Phase 1 (1 sheet)		2	4	1				12	19
Bridge Typical Section - Phase 1 (incl. shoring) (1 sheet)		2	4	1				12	19
Bridge General Plan and Elevation (GPE) - Phase 2 (1 sheet)		2	4	1				12	19
Bridge Typical Section - Phase 2 (incl. shoring) (1 sheet)		2	4	1				12	19
Prepare Opinion of Probable Cost of Construction									0
Bridge Superstructure		4	16						20
Shoring		4	8						12
QC Review	3	3							6
Final Revisions & Prepare PDFs for submittal		2	8					16	26
Hours	7	66	162	32	38	0	63	88	456

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 1)**

**S&W Phase 1 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Vice President (WJP)	8	X	\$ 63.02	= \$	504
2 Sr Associate (HJS)	2	X	\$ 58.95	= \$	118
3 Associate (MDH)	24	X	\$ 46.00	= \$	1,104
4 Sr Princ Prof (AJC)	6	X	\$ 40.76	= \$	245
5 Princ Prof (EDB)	2	X	\$ 38.91	= \$	78
6 Sr Professional (OTH)	12	X	\$ 37.99	= \$	456
7 Professional IV (IEK)	24	X	\$ 35.98	= \$	864
8 Sr Technical SvcS	0	X	\$ 31.08	= \$	-
9 Sr Office Svcs	2	X	\$ 34.37	= \$	69
10 Technical Svcs III	0	X	\$ 27.26	= \$	-
Total Hours		80	Subtotal Direct Salary Costs (DSC) = \$		3,437
			Salary Escalation (SE) =		of DSC = \$ -
			Subtotal (DSC + SE) = \$		3,437
Overhead (OH)	189.44%		of (DSC + SE) = \$		6,510
Fixed Fee (FF)	30%		of (DSC + SE) = \$		1,030.97
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					10,978

DIRECT NONSALARY COSTS (DNCS)

Mileage	450	miles @ \$	0.56	\$	252
Reproduction	500	pages @ \$	0.20	\$	100

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 352

TOTAL AUTHORIZED AMOUNT = \$ 11,330

TASK	Vice President (WJP)	Sr Associate (HJS)	Associate (MDH)	Sr Princ Prof (AJC)	Princ Prof (EDB)	Sr Professional (OTH)	Professional IV (IEK)	Sr Technical Svcs-Field/Lab/Tech Asst	Sr Office Svcs-Acctg/EAL/ib/Mktg/Rec/NP	Technical Svcs III-Field/Lab/Tech Asst	SUBTOTAL
	\$ 63.02	\$ 58.95	\$ 46.00	\$ 40.76	\$ 38.91	\$ 37.99	\$ 35.98	\$ 31.08	\$ 34.37	\$ 27.26	
TASK 11.0 - GEOTECHNICAL ENGINEERING SUPPORT											
Subtask 11.1 - Information Review	2	0	2	4	0	0	8	0	0	0	16
Review available subsurface information and site visit	2		2	4			8				16
Subtask 11.2 - Conceptual Geotechnical Analyses	2	2	4	2	2	12	16	0	0	0	40
Conceptual geotechnical analyses	2	2	4	2	2	12	16				40
Subtask 11.3 - Geotechnical Letter Report	2	0	8	0	0	16	0	4	8	0	38
Letter report	2		8			16		4	8		38
Subtask 11.4 - Project Management and Meetings	4	0	18	0	0	0	0	0	2	0	24
Kickoff meeting & Preparation	4		4								8
Project Management and Control			2								2
Team Coordination Meetings (assume teleconferences bi-weekly)			10								10
Invoices and Progress Reports			2					2			4
Total Hours	8	2	24	6	2	12	24	0	2	0	80

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 1)**

**UFS Phase 1 Costs
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Quality Assurance	0	X	\$54.00	= \$	-
2 Project Manager	<u>0</u>	X	<u>\$42.00</u>	= \$	<u>-</u>
Total Hours		-	Subtotal Direct Salary Costs (DSC) = \$ -		
			Salary Escalation (SE) = of DSC = \$ -		
			Subtotal (DSC + SE) = \$ -		
Overhead (OH)	48.09%		of (DSC + SE) = \$ -		
Fixed Fee (FF)	30%		of (DSC + SE) = \$ -		
			TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ -		

DIRECT NONSALARY COSTS (DNSC)

Mileage		miles @ \$	0.560	\$	-
Miscellaneous Expendables (photographs, equip rental, etc)					<u>-</u>
					TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ -

TOTAL AUTHORIZED AMOUNT = \$ -

EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
 CITY OF FIFE - 54TH AVE E GRADE SEPARATION (PHASE 1)

UFS Phase 1 Hours
 1/7/2015

FIRM: UNIVERSAL FIELD SERVICES, INC.

Client: City of Fife
 Project: **54th Avenue East Grade**
 Contract No.
 Date: 1/7/2015

Prepared by: MLeigel

Phase/Task Description	QA/QC	Project Manager	Acquisition Specialist	Relocation Specialist	Sr Admin Specialist
Labor:	Hourly Rates	\$54.00	\$42.00	\$38.00	\$38.00
	0.0	0.0	0.0	0.0	0.0
Right of Way					
Attend three team meetings	To be provided by City if needed				
Develop matrix of potential acquisition impacts	To be provided by City if needed				
Prepare Preliminary ROW Cost Estimates	To be provided by City if needed				
Provide brief written summaries of parcel impacts	To be provided by City if needed				
Develop Estimated ROW Schedule	To be provided by City if needed				

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 1)**

**Widener Phase 1 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	96	X	\$64.00	= \$	6,144
2 Senior Biologist	30	X	\$50.00	= \$	1,500
3 Project Biologist	40	X	\$19.00	= \$	760
4 Project Archeologist	<u>0</u>	X	\$50.00	= \$	<u>-</u>
Total Hours		166	Subtotal Direct Salary Costs (DSC) = \$		8,404
			Salary Escalation (SE) =		of DSC = \$ -
			Subtotal (DSC + SE) = \$		8,404
Overhead (OH)	110.00%		of (DSC + SE) = \$		9,244
Fixed Fee (FF)	30%		of (DSC + SE) = \$		2,521.20
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					20,170

DIRECT NONSALARY COSTS (DNSC)

Mileage	700	miles @ \$ 0.56	\$	<u>392</u>
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$				392

TOTAL AUTHORIZED AMOUNT = \$ 20,562

EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
 CITY OF FIFE - 54TH AVE E GRADE SEPARATION (PHASE 1)

Widener Phase 1 Hours

TASK	Project Manager	Senior Biologist	Project Biologist	Project Archeologist	Subtotal
	\$64.00	\$50.00	\$19.00	\$50.00	
8.0 - ENVIRONMENTAL DOCUMENTATION & PERMITTING					
Subtask 8.1 - Design Assistance and Early Agency Coordination	80	10	16	0	106
Subtask 8.2 - Prepare Area of Potential Effect	16	20	24	0	60
APE Approval	8	12	12	0	32
Draft	4	4	8	0	
Final	4	4	4	0	12
Total Hours	96	30	40	0	166

EXHIBIT E-1
PHASE 2

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 2)**

**F&P Phase 2 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Senior QA/QC	18	X	\$84.13	= \$	1,514
2 Senior Design Engineer	3	X	\$62.50	= \$	188
3 Designer	16	X	\$45.67	= \$	731
4 AutoCAD Support	6	X	\$31.25	= \$	188
5 Lead Traffic Analyst	152	X	\$31.73	= \$	4,823
6 GIS Technician	40	X	\$29.33	= \$	1,173
7 Administrative	5	X	\$31.25	= \$	156
	<u>240</u>				
Total Hours	240		Subtotal Direct Salary Costs (DSC) = \$		8,772
			Salary Escalation (SE) =	of DSC = \$	-
			Subtotal (DSC + SE) = \$		8,772
Overhead (OH)	165.00%		of (DSC + SE) = \$		14,475
Fixed Fee (FF)	30%		of (DSC + SE) = \$		2,631.74

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 25,879

DIRECT NONSALARY COSTS (DNCS)

Mileage	190	miles @	\$ 0.56	\$	106
Traffic Counts	16	each @	\$ 100.00	\$	1,600

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 1,706

TOTAL AUTHORIZED AMOUNT = \$ 27,585

TASK	Senior QA/QC	Senior Design Engineer	Designer	AutoCAD Support	Lead Traffic Analyst	GIS Technician	Administrative	
	\$84.13	\$62.50	\$45.67	\$31.25	\$31.73	\$29.33	\$31.25	
TASK 6.0 - TRAFFIC ENGINEERING, ILLUMINATION & SIGNAL DESIGN								
Subtask 6.3 - Preliminary Illumination & Signal Design	0	3	16	6	0	0	1	26
30% Design Plans - Street Lighting		2	8	6			1	
30% Design Plans - Signal	Not anticipated to be in project per discussion with City							
Preliminary Construction Cost Estimate		1	8					
Subtask 6.4 - Traffic Study for Environmental Documentation	18	0	0	0	152	40	4	214
Subtask 6.4.1 - Collect Traffic Counts					2		1	3
Subtask 6.4.2 - Traffic Operations Analysis	2				60	8	1	71
Subtask 6.4.3 - School District Coordination	4				24	8	1	37
Subtask 6.4.4 - Assess and Prioritize Potential Improvement Projects	4				50	24	1	79
Subtask 6.4.5 - Meetings	8				16			24
Total Hours	18	3	16	6	152	40	5	240

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 2)**

**HANSON Phase 2 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal	12	X	\$ 88.00	= \$	1,056
2 Engineer VIII	50	X	\$ 69.00	= \$	3,450
3 Engineer VII	155	X	\$ 53.00	= \$	8,215
4 Engineer VI	8	X	\$ 51.00	= \$	408
5 Engineer V	63	X	\$ 44.00	= \$	2,772
6 Engineer IV	120	X	\$ 40.00	= \$	4,800
7 Engineer III	19	X	\$ 35.00	= \$	665
8 Technician VII	101	X	\$ 34.00	= \$	3,434

Total Hours	528	Subtotal Direct Salary Costs (DSC) = \$	24,800
		Salary Escalation (SE) = 1% of DSC = \$	248
		Subtotal (DSC + SE) = \$	25,048
Overhead (OH)	165.66%	of (DSC + SE) = \$	41,495
Fixed Fee (FF)	30%	of (DSC + SE) = \$	7,514.40

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 74,057

DIRECT NONSALARY COSTS (DNCS)

Mileage	360	miles @ \$ 0.560	\$ 202
Miscellaneous Expendables (photographs, equip rental, etc)			\$ 200

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 402

TOTAL AUTHORIZED AMOUNT = \$ 74,459

Labor Multiplier = #REF!
Expense Multiplier = #REF!

Task Descriptions	Labor Hours								Subtotals
	Principal	Engineer VIII	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer III	Technician VII	
Labor Rate	\$ 90.00	\$ 72.00	\$ 53.00	\$ 51.00	\$ 44.00	\$ 41.00	\$ 36.00	\$ 38.00	
TASK 9.0 - RAILROAD DESIGN									
Subtask 9.1 - Project Administration (Supplemented)	0	17	34	0	7	0	0	0	58
Project Management (0.5 hr/wk for 26 wks)		4	6		3				13
Meetings with Design Team and City									0
Progress meetings in (Fife or Federal Way) (3 meetings)		6	12						18
Progress meetings via Conference Call (6 calls)		6	12						18
Prepare Progress Reports (4 total)			4		0				4
Invoicing Per Client Format (7 billing cycles anticipated)		1			4				5
Subtask 9.4 - 30% Shoofly and Phasing Plan	2	4	40	4	0	62	19	0	131
Review and Prepare responses to UPRR Designs		2	4			8			14
Update Phasing Plan Schematic			4			12			16
Update Phasing Narrative		2	12			12			26
30% Opinion of Probable Cost of Construction									0
Phase 1 Track & Embankment			8			8	3		19
Phase 2 Track & Embankment			8			6	4		18
QC Review	2			4					6
Final Revisions & Prepare PDFs for submittal			4			16	12		32
Subtask 9.5 - 30% Bridge and Shoring	10	29	81	4	56	58	0	101	339
Prepare response to UPRR Comments on Concept Phase									0
Incorporate design changes from UPRR Comments									0
Coordination with UPRR for Compatibility w/ Future Construction			8			24			32
Prepare Structure Type Selection Report (we are using steel beams on a skewed alignment per Fife/UPRR Agreement)	1	2	4			4		1	12
Provide substructure loading parameters to BergerABAM		2	4		8				14
Preliminary Shoring Details & Staging Details (3 sheets)	2	2	8	4				24	40
Update bridge design for Current Underpass Concept		2	2		16			4	24
Add UPRR General Notes to Structural Plans			2		4			12	18
30% Utility Concepts		1	3		4			8	16
30% Staging options at bridge	1	2	4		4			4	15
Prepare Bridge Sheets									0
30% Bridge General Plan and Elevation (GPE) - Phase 1 (1 sheet)	1	2	4			6		8	21
30% Bridge Typical Section - Phase 1 (incl. shoring) (1 sheet)		2	4			6		8	20
30% Bridge General Plan and Elevation (GPE) - Phase 2 (1 sheet)	1	2	4			6		8	21
30% Bridge Typical Section - Phase 2 (incl. shoring) (1 sheet)		2	4			6		8	20
Prepare Opinion of Probable Cost of Construction			2			6			8
30% Bridge Superstructure		2	8		4				14
30% Shoring		2	8		8				18
QC Review	4	4							8
Final Revisions & Prepare PDFs for submittal		2	12		8			16	38
Hours	12	50	155	8	63	120	19	101	528

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Vice President (	12	X	\$ 63.02	= \$	756
2 Sr Associate (H.	8	X	\$ 58.95	= \$	472
3 Associate (MDH	26	X	\$ 46.00	= \$	1,196
4 Sr Princ Prof (A.	10	X	\$ 40.76	= \$	408
5 Princ Prof (EDB	2	X	\$ 38.91	= \$	78
6 Sr Professional	32	X	\$ 37.99	= \$	1,216
7 Professional IV	16	X	\$ 35.98	= \$	576
8 Sr Technical Sv	0	X	\$ 31.08	= \$	-
9 Sr Office Svcs	2	X	\$ 34.37	= \$	69
10 Technical Svcs	0	X	\$ 27.26	= \$	-
Total Hours	108				
			Subtotal Direct Salary Costs (DSC) =	\$	4,769
			Salary Escalation (SE) =	of DSC =	\$ -
			Subtotal (DSC + SE) =	\$	4,769
Overhead (OH)	189.44%		of (DSC + SE) =	\$	9,035
Fixed Fee (FF)	30%		of (DSC + SE) =	\$	1,430.81

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 15,235

DIRECT NONSALARY COSTS (DNCS)

Mileage	450	miles @	\$ 0.56	\$	252
Reproduction	500	pages @	\$ 0.20	\$	100

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 352

TOTAL AUTHORIZED AMOUNT = \$ 15,587

TASK	Vice President (WJP)	Sr Associate (HJS)	Associate (MDH)	Sr Princ Prof (AJC)	Princ Prof (EDB)	Sr Professional (OTH)	Professional IV (IEK)	Sr Technical Svcs- Field/Lab/Tech Asst	Sr Office Svcs- Acctg/EALib/Mktg/Rec/WP	Technical Svcs III-Field/ Lab/Tech Asst	SUBTOTAL
	\$ 63.02	\$ 58.95	\$ 46.00	\$ 40.76	\$ 38.91	\$ 37.99	\$ 35.98	\$ 31.08	\$ 34.37	\$ 27.26	
TASK 11.0 - GEOTECHNICAL ENGINEERING SUPPORT											
Subtask 11.1 - Information Review	2	2	2	4	0	8	0	0	0	0	18
Review proposed design concepts	2	2	2	4		8					18
Subtask 11.2 - Conceptual Geotechnical Analyses	2	2	4	2	2	12	16	0	0	0	40
Conceptual geotechnical analyses	2	2	4	2	2	12	16				40
Subtask 11.3 - Geotechnical Letter Report	2	0	8	0	0	16	0	4	8	0	38
Letter report	2		8			16		4	8		38
Subtask 11.4 - Project Management and Meetings	8	4	20	4	0	12	0	0	2	0	50
Kickoff meeting & Preparation	4		4								8
Project Management and Control			2								2
Team Coordination Meetings (teleconferences bi-weekly)	4	4	12	4		12					36
Invoices and Progress Reports			2						2		4
Total Hours	12	8	26	10	2	32	16	0	2	0	108

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 2)**

**UFS Phase 2 Costs
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Quality Assurance	0	X	\$54.00	= \$	-
2 Project Manager	0	X	\$42.00	= \$	-
Total Hours	-			Subtotal Direct Salary Costs (DSC) = \$	-
				Salary Escalation (SE) =	of DSC = \$ -
					Subtotal (DSC + SE) = \$ -
Overhead (OH)	48.09%			of (DSC + SE) = \$	-
Fixed Fee (FF)	30%			of (DSC + SE) = \$	-
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					-

DIRECT NONSALARY COSTS (DNCS)

Mileage		miles @ \$	0.560	\$	-
Miscellaneous Expendables (photographs, equip rental, etc)					-
TOTAL REIMBURSABLE EXPENSES (DNCS) = \$					-

TOTAL AUTHORIZED AMOUNT = \$	-
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**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE - 54TH AVE E GRADE SEPARATION (PHASE 2)**

UFS Phase 2 Hours

FIRM: UNIVERSAL FIELD SERVICES, INC.

Client: City of Fife
Project: **54th Avenue East Grade**
Contract No.
Date: 1/7/2015

Prepared by: MLegeI

Phase/Task Description	QA/QC	Project Manager	Acquisition Specialist	Relocation Specialist	Sr Admin Specialist
Labor:	Hourly Rates	\$54.00	\$42.00	\$38.00	\$38.00
Right of Way	0.0	0.0	0.0	0.0	0.0
Attend three team meetings	To be provided by City if needed				
Meet onsite with each property owner	To be provided by City if needed				
Prepare advance level of Prelim. ROW Cost Estimate	To be provided by City if needed				
Provide brief written summaries of parcel impacts	To be provided by City if needed				
Update Estimated ROW Schedule	To be provided by City if needed				

**EXHIBIT E-1 - SUBCONSULTANT FEE DETERMINATION
CITY OF FIFE, 54TH AVE E GRADE SEPARATION (PHASE 2)**

**Widener Phase 2 Costs E-1
1/7/2015**

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	336	X	\$64.00	= \$	21,504
2 Senior Biologist	146	X	\$50.00	= \$	7,300
3 Project Biologist	980	X	\$19.00	= \$	18,620
4 Project Archeologist	130	X	\$50.00	= \$	6,500

Total Hours **1,592** Subtotal Direct Salary Costs (DSC) = \$ **53,924**

Salary Escalation (SE) = of DSC = \$ **-**

Subtotal (DSC + SE) = \$ **53,924**

Overhead (OH) **110.00%** of (DSC + SE) = \$ **59,316**

Fixed Fee (FF) **30%** of (DSC + SE) = \$ **16,177.20**

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 129,418

DIRECT NONSALARY COSTS (DNCS)

Mileage 700 miles @ \$ 0.56 \$ **392**

TOTAL REIMBURSABLE EXPENSES (DNCS) = \$ 392

TOTAL AUTHORIZED AMOUNT = \$ 129,810

TASK	Project Manager	Senior Biologist	Project Biologist	Project Archeologist	Subtotal
	\$64.00	\$50.00	\$19.00	\$50.00	
8.0 - ENVIRONMENTAL DOCUMENTATION & PERMITTING					
Subtask 8.3 - Section 106 Report	16	12	12	130	170
Field work	8			40	48
Draft	4	8	10	60	82
Final	4	4	2	30	40
Subtask 8.4 - Biological Assessment	24	14	60	0	98
Draft	12	8	40		60
Final	4	4	8		16
WSDOT Review	8	2	12		22
Subtask 8.5 - Environmental Justice	24	4	52	0	80
Draft	16	2	40		58
Final	8	2	12		22
Subtask 8.6 - Wetland Delineation	26	14	200	0	240
Draft	24	10	160		194
Final	2	4	40		46
Subtask 8.7 - Section 4f	32	16	104	0	152
Draft	24	12	80		116
Final	8	4	24		36
Subtask 8.8 - Hazmat Memo	20	10	56	0	86
Draft	16	8	40		64
Final	4	2	16		22
Subtask 8.9 - Environmental Classification Summary (ECS)	20	6	56	0	82
Draft	8	4	40		52
Final	12	2	16		30
Subtask 8.10 - SEPA	48	14	84	0	146
Draft	24	8	40		72
Final	16	4	20		40
Response to Public Comments	8	2	24		34
Subtask 8.11 - Wetland/Riparian Mitigation Plan	24	12	76	0	112
Draft	16	8	60		84
Final	8	4	16		28
Subtask 8.12 - State & Federal Permits	68	38	192	0	298

TASK	Project Manager	Senior Biologist	Project Biologist	Project Archeologist	Subtotal
JARPA (404)					0
Draft	16	8	40		64
Final	8	4	16		28
USACE Section 404 Permit	8	6	24		38
WADOE 401 permit	8	6	24		38
WDFW Coordination	8	6	24		38
NPDES Permit					
Draft	4	2	16		22
Final	4	2	8		14
SWPPP Narrative	12	4	40		56
Subtask 8.13 - City Permits	34	6	88	0	128
Draft	16	4	60		80
Final	8	2	24		34
Coordination	10		4		14
Total Hours	336	146	980	130	1592

Exhibit E-2
Fehr & Peers
City of Fife - 54th Ave E Grade Separation Project
Negotiated Hourly Rate Contract
Maximum Billing Rates Not to Exceed Table

Job Classification	Direct Labor Rate	Overhead 165.00%	Fixed Fee 30.00%	Maximum All Inclusive Hourly Billing Rate Maximum
Senior QA/QC	\$ 89.00	\$ 146.85	\$ 26.70	\$ 262.00
Senior Design Engineer	\$ 66.00	\$ 108.90	\$ 19.80	\$ 194.00
Designer	\$ 48.00	\$ 79.20	\$ 14.40	\$ 141.00
AutoCAD Support	\$ 33.00	\$ 54.45	\$ 9.90	\$ 97.00
Lead traffic Analyst	\$ 34.00	\$ 56.10	\$ 10.20	\$ 100.00
GIS Technician	\$ 31.00	\$ 51.15	\$ 9.30	\$ 91.00
Administrative Support	\$ 33.00	\$ 54.45	\$ 9.90	\$ 97.00

Billings will be per job classification at a 2.9500 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 December 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

City of Fife

Signature

Printed Name

Title

Date

Submitted

Fehr & Peers



Signature

Donald R. Samdahl

Printed Name

Principal

Title

12/31/14

Date

Approved

BergerABAM Inc.

Signature

Robert L. Fernandes

Printed Name

Vice President

Title

Date

Exhibit E-2
Hanson Professional Services Inc.
City of Fife - 54th Ave E Grade Separation Project
Negotiated Hourly Rate Contract
Maximum Billing Rates Not to Exceed Table

Job Classification	Direct Labor Rate	Overhead 165.66%	Fixed Fee 30.00%	Maximum All Inclusive Hourly Billing Rate Maximum
Principal	\$ 105.00	\$ 173.94	\$ 31.50	\$ 310.00
Engineer VIII	\$ 82.00	\$ 135.84	\$ 24.60	\$ 242.00
Engineer VII	\$ 70.00	\$ 115.96	\$ 21.00	\$ 206.00
Engineer VI	\$ 59.00	\$ 97.74	\$ 17.70	\$ 174.00
Engineer V	\$ 53.00	\$ 87.80	\$ 15.90	\$ 156.00
Engineer IV	\$ 48.00	\$ 79.52	\$ 14.40	\$ 141.00
Engineer III	\$ 45.00	\$ 74.55	\$ 13.50	\$ 133.00
Engineer II	\$ 39.00	\$ 64.61	\$ 11.70	\$ 115.00
Engineer I	\$ 36.00	\$ 59.64	\$ 10.80	\$ 106.00
Manager/Designer (Technician)	\$ 51.00	\$ 84.49	\$ 15.30	\$ 150.00
Technician VII	\$ 45.00	\$ 74.55	\$ 13.50	\$ 133.00
Technician VI	\$ 43.00	\$ 71.23	\$ 12.90	\$ 127.00

Billings will be per job classification at a 2.9566 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 December 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

City of Fife

Signature

Printed Name

Title

Date

Submitted

Hanson Professional Services Inc.

Signature

Printed Name

Title

Date

Approved

BergerABAM Inc.

Signature

Robert L. Fernandes

Printed Name

Vice President

Title

Date

Jeffrey S. Colon

Jeffrey S. Colon

Vice President

12/30/2014

Exhibit E-2
 Shannon & Wilson, Inc.
 City of Fife - 54th Ave E Grade Separation Project
 Negotiated Hourly Rate Contract
 Maximum Billing Rates Not to Exceed Table

Job Classification	Direct Labor Rate	Overhead 189.44%	Fixed Fee 30.00%	Maximum All Inclusive Hourly Billing Rate Maximum
Vice President	\$ 67.00	\$ 126.92	\$ 20.10	\$ 214.00
Senior Associate	\$ 62.00	\$ 117.45	\$ 18.60	\$ 198.00
Associate	\$ 49.00	\$ 92.83	\$ 14.70	\$ 156.00
Sr. Principal Professional	\$ 43.00	\$ 81.46	\$ 12.90	\$ 137.00
Principal Professional	\$ 41.00	\$ 77.67	\$ 12.30	\$ 130.00
Senior Professional	\$ 40.00	\$ 75.78	\$ 12.00	\$ 127.00
Professional	\$ 38.00	\$ 71.99	\$ 11.40	\$ 121.00
Sr. Technical Services- Field/Lab/Technical Assistant	\$ 33.00	\$ 62.52	\$ 9.90	\$ 105.00
Sr. Office Services- Acctg/EA/Library/Mktg/Recep/WP	\$ 36.00	\$ 68.20	\$ 10.80	\$ 114.00
Technical Services III - Field/Lab/Tech Asst	\$ 29.00	\$ 54.94	\$ 8.70	\$ 92.00

Billings will be per job classification at a 3.1944 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 December 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

City of Fife

Signature

Printed Name

Title

Date

Submitted

Shannon & Wilson, Inc.



Signature

MICHAEL HARNEY

Printed Name

ASSOCIATE

Title

31 DEC 2014

Date

Approved

BergerABAM Inc.

Signature

Robert L. Fernandes

Printed Name

Vice President

Title

Date

Exhibit E-2
 Universal Field Services, Inc.
 City of Fife - 54th Ave E Grade Separation Project
 Negotiated Hourly Rate Contract
 Maximum Billing Rates Not to Exceed Table

Job Classification	Direct Labor Rate	Overhead 48.09%	Fixed Fee 30.00%	Maximum All Inclusive Hourly Billing Rate Maximum
Quality Assurance	\$ 56.00	\$ 26.93	\$ 16.80	\$ 100.00
Project Manager	\$ 44.00	\$ 21.16	\$ 13.20	\$ 79.00
Acquisition Specialist	\$ 40.00	\$ 19.24	\$ 12.00	\$ 72.00
Relocation Specialist	\$ 40.00	\$ 19.24	\$ 12.00	\$ 72.00
Sr. Administrative Specialist	\$ 32.00	\$ 15.39	\$ 9.60	\$ 57.00

Billings will be per job classification at a 1.7809 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 October 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

City of Fife

Signature

Printed Name

Title

Date

Submitted

Universal Field Services, Inc.


 Signature

Mitch Legel, SR/WA

Printed Name

Regional Manager

Title

December 31, 2014

Date

Approved

BergerABAM Inc.

Signature

Robert L. Fernandes

Printed Name

Vice President

Title

Date

Maximum billing rates exclude reimbursable direct non-salary costs. Universal to be reimbursed at cost for, but not limited to: parking, postage, ferry fees, long distance telephone, copies, mileage, etc. as necessary to complete the work. Mileage to be reimbursed at the approved IRS rate at the time mileage is incurred. Sub-consultant expenses (Appraisal, Appraisal Review, etc.) is allowed an administrative fee of 2% for B&O taxes etc.

Exhibit E-2
Widener & Associates
City of Fife - 54th Ave E Grade Separation Project
Negotiated Hourly Rate Contract
Maximum Billing Rates Not to Exceed Table

Job Classification	Direct Labor Rate	Overhead 110.00%	Fixed Fee 30.00%	Maximum All Inclusive Hourly Billing Rate Maximum
Project Manager	\$ 68.00	\$ 74.80	\$ 20.40	\$ 163.00
Senior Biologist	\$ 53.00	\$ 58.30	\$ 15.90	\$ 127.00
Project Biologist	\$ 20.00	\$ 22.00	\$ 6.00	\$ 48.00
Archaeologist	\$ 53.00	\$ 58.30	\$ 15.90	\$ 127.00

Billings will be per job classification at a 2.4000 multiplier based on employees actual direct labor rate. However, billing rate shall not exceed maximum rate shown in table above per job classification. Rates are good until FYE date to 180 days following FYE date. FYE date is 31 December 2015. Rates are subject to renegotiations per Section V, Payment Provisions, of the Agreement.

Approved

City of Fife

Signature

Printed Name

Title

Date

Submitted

Widener & Associates



Signature

Jordan C Widener

Printed Name

President

Title

1/2/2015

Date

Approved

BergerABAM Inc.

Signature

Robert L. Fernandes

Printed Name

Vice President

Title

Date

EXHIBIT E-3



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 6, 2014

Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Fehr & Peers – Provisional Indirect Cost Rate

Dear: Ms. Marion Donnelly:

We have provisionally accepted your Indirect Cost Rate (ICR) of 165% for your firm. This ICR shall be good until 180 days following your FYE14 closing date. This rate will be applicable to all WSDOT agreements and Local Agency contracts.

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

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

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in black ink, appearing to read 'Erik K. Jonson'.

for ERIK K. JONSON
Manager, Consultant Services Office

EKJ

EXHIBIT E-3

J. Timothy Cravens, C.P.A.
Todd J. Anderson, C.P.A.
Dorinda L. Fitzgerald, C.P.A.

Pehlman & Dold, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Joseph E. Pehlman, C.P.A. (1941 - 1984)
Joseph B. Dold, C.P.A., Retired
Robert E. Ritter, C.P.A., Retired

100 North Amos Avenue
Springfield, IL 62702
217-787-0563
FAX 217-787-9266

May 20, 2014

Board of Directors
Hanson Professional Services, Inc. and Affiliates
Springfield, Illinois

INDEPENDENT AUDITOR'S REPORT ON THE STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Hanson Professional Services, Inc. and Affiliates (the "Company") for the fiscal year ended December 31, 2013. This Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the financial audit standards contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Statement of Direct Labor, Fringe Benefits and General Overhead. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the Schedule. We believe that our audit provides a reasonable basis for our opinion.

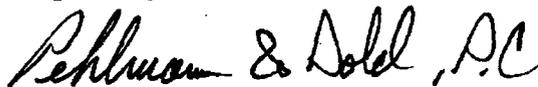
The accompanying Schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FARs) and certain other federal and state regulations as described in Note 1 and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of Hanson Professional Services, Inc. and Affiliates for the year ended December 31, 2013 on the basis of accounting described in Note 1.

In accordance with the *Government Auditing Standards* we have issued a report dated May 20, 2014 on our consideration of the Company's internal controls and its compliance with laws and regulations and contracts.

This report is intended solely for the use and information of the Company and Government Agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

Respectfully submitted,



PEHLMAN & DOLD, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
SPRINGFIELD, ILLINOIS

J. Timothy Cravens, C.P.A.
Todd J. Anderson, C.P.A.
Dorinda L. Fitzgerald, C.P.A.

Pehlman & Dold, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

Joseph E. Pehlman, C.P.A. (1941 - 1984)
Joseph B. Dold, C.P.A., Retired
Robert E. Ritter, C.P.A., Retired

100 North Amos Avenue
Springfield, IL 62702
217-787-0563
FAX 217-787-9266

May 20, 2014

Board of Directors
Hanson Professional Services, Inc. and Affiliates
Springfield, Illinois

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROLS AND COMPLIANCE

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Hanson Professional Services, Inc. and Affiliates (the "Company") for the fiscal year ended December 31, 2013, and have issued our report thereon dated May 20, 2014. We conducted our audit in accordance with generally accepted auditing standards and the financial audit standards contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing an opinion on the Schedule and not to provide assurance on internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal control over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with the Federal Acquisition Regulations Part 31. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate. For the purpose of this report, we have classified significant controls over financial reporting into two categories: cash disbursements and payroll.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency or combination of control deficiencies that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead Schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency or combination of significant deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the Company's overhead Schedule will not be prevented or detected, and corrected, on a timely basis.

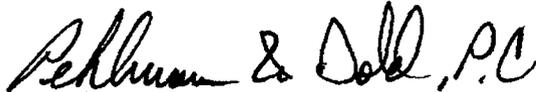
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses as defined above.

Compliance

As part of obtaining reasonable assurance about whether the Company's Schedule is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations and contracts, including the provisions of the applicable sections of Part 31 of the Federal Acquisition Regulations, noncompliance with which could have a direct and material effect on the determination of the Schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

Respectfully submitted,



PEHLMAN & DOLD, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
SPRINGFIELD, ILLINOIS

HANSON PROFESSIONAL SERVICES, INC. AND AFFILIATES
Springfield, Illinois

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**
For the Year Ended December 31, 2013

	<u>Financial</u>	<u>Unallowable</u>	<u>Reference</u>	<u>Total</u>	<u>Percent</u>
	<u>Statement Expenses</u>	<u>Expense</u>		<u>Proposed</u>	
Direct Labor	\$17,168,397	\$		\$17,168,397	
Payroll Burden and Fringe Benefits:					
FICA taxes	2,114,470			2,114,470	12.32%
Unemployment taxes	233,674			233,674	1.36
Workers' Compensation Insurance	104,738			104,738	.61
Paid time off	3,282,710			3,282,710	19.12
Severance pay	23,344			23,344	.14
Incentive compensation	1,899,368	15,479	C,V	1,883,889	10.97
Pension and retirement benefits	2,063,885			2,063,885	12.02
Discount on stock purchases	78,556			78,556	.46
Employee group insurance	<u>3,132,256</u>			<u>3,132,256</u>	<u>18.24</u>
Total fringe benefits	<u>12,933,001</u>	<u>15,479</u>		<u>12,917,522</u>	<u>75.24</u>
General Overhead:					
Indirect salaries	8,921,443	725,866	A,B,D,E,I	8,195,577	47.74
Occupancy costs	1,764,603	1,756	T	1,762,847	10.27
Business insurance	461,951	10,705	G	451,246	2.63
Depreciation	515,184			515,184	3.00
Reproduction and printing	3,360			3,360	.02
Office supplies and postage	282,263			282,263	1.64
Telephone	212,409	168	I	212,241	1.24
Computer/CADD expense	1,779,667	957	D	1,778,710	10.36
Legal and accounting	513,542	363,741	I,J,K	149,801	.87
Employee travel	200,351	6,469	F,R	193,882	1.13
Services and consulting fees	255,817	1,928	I	253,889	1.48
Professional development	355,069	11,766	F,R	343,303	2.00
Fees, licenses, dues and publications	267,345			267,345	1.56
Equipment rental	104,633			104,633	.61
Business and state income taxes (	339,170)	(1,014,646)	L	675,476	3.93
Business development and marketing expenses	648,339	565,889	D,E,F,M,R	82,450	.48
Employee recruiting and relocation	106,898	6,939	F,S	99,959	.58
Vehicle and boat costs	63,401	27,251	B,D	36,150	.21
Surveying, material testing and engineering supplies	9,796			9,796	.06
Other indirect expenses	93,786	70,534	D,E,M,N,U	23,252	.13
Gain/loss on disposition of assets	27,944	15,980	H	11,964	.07
Bad debt expense (	90,838)	(90,838)	K		.00
Charitable donations & scholarships	77,358	77,358	P		.00
Company events and gifts	80,975	80,975	M,R		.00
Interest expense	<u>4,154</u>	<u>4,154</u>	Q		<u>.00</u>
Total general overhead	<u>16,320,280</u>	<u>866,952</u>		<u>15,453,328</u>	<u>90.01</u>
Total Indirect Costs	<u>\$29,253,281</u>	<u>\$ 882,431</u>		<u>\$28,370,850</u>	
Indirect Cost Overhead Rate					<u>165.25%</u>
Facilities Capital Cost of Money				<u>\$ 70,276</u>	
Percent of Direct Labor					<u>.41%</u>

See notes to the Statement of Direct Labor, Fringe Benefits and General Overhead.

EXHIBIT E-3



Washington State
Department of Transportation

Memorandum

July 2, 2014

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager *MR*

SUBJECT: Shannon & Wilson, Inc.'s Indirect Cost Rate
for fiscal year end December 31, 2013.

We accept the audit work performed by CPA Consulting, Inc., P.S. related to Shannon & Wilson, Inc.'s Indirect Cost Rate for the above referenced fiscal year. CPA Consulting, Inc., P.S. audited Shannon & Wilson, Inc.'s indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31; our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing Shannon & Wilson, Inc.'s Indirect Cost Rate for fiscal year ending December 31, 2013at:

Office Overhead Rate: 189.44% (includes FCCM of 0.14%)

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

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov.

MR:bs

Attachment

cc: Steve McKerney
File

EXHIBIT E-3

CERTIFICATION OF INDIRECT COSTS

Firm Name: Shannon & Wilson, Inc.

Final Indirect Cost Rates:

Home Rate: 189.4%

Field Rate: _____

Cost of Capital: Included above

Other: _____

Fiscal Period Covered (mm/dd/yyyy): 12/31/2013

I, the undersigned, submit that I have reviewed the Company's costs to establish indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All Costs included to establish indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
- 2.) These indirect cost rates do not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: Paul M. Cottlewski

*Name of Certifying Official (Print): Paul M. Cottlewski

*Title: Vice President

Date of Certification (mm/dd/yyyy): 6-16-14

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information submitted.

SHANNON & WILSON, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
DECEMBER 31, 2013

	General Ledger Balance	Portion Unallowable	FAR Reference	Proposed Audited Total	Percent of Direct Labor
DIRECT LABOR	\$ 12,064,232			\$ 12,064,232	
FRINGE BENEFITS					
Additional compensation	2,623,727	\$ (550,000)	(4) 31.205-6	2,073,727	
Qualified retirement plans	1,126,367	-		1,126,367	
Vacation, sick and holiday	2,221,857	-		2,221,857	
Payroll fringes	4,580,416	(95,380)	(2,3) 31.205-1,13	4,485,036	
	<u>10,552,367</u>	<u>(645,380)</u>		<u>9,906,987</u>	82.1%
GENERAL OVERHEAD					
Administrative salaries	3,034,528	(5,017)	(1) 31.205-6(f)	3,029,511	
Proposal and business development labor	3,177,000	(87,390)	(5) 31.205-1	3,089,610	
Equipment	417,518	-		417,518	
Rent and facility	2,110,536	(5,100)	(13) 31.203(b)	2,105,436	
Travel and auto	589,012	(2,479)	(6) 31.205-46	586,533	
Proposal and business development	566,248	(377,483)	(7,8,9) 31.205-1,8,14	188,765	
Interest	1,466	(1,466)	(10) 31.205-20	-	
Supplies	572,680	-		572,680	
Outside professional services	221,984	-		221,984	
Computer	628,756	-		628,756	
Telephone and postage	352,388	-		352,388	
Conferences and professional	602,100	(36,593)	(6) 31.205-46	565,507	
Depreciation	477,055	-		477,055	
Insurance	1,048,355	-		1,048,355	
Taxes and licenses	735,279	(295,980)	(11) 31.205-41	439,299	
Bad debts	19,750	(19,750)	(12) 31.205-3	-	
Revenue from in-house charges	(792,747)	-		(792,747)	
	<u>13,761,908</u>	<u>(831,258)</u>		<u>12,930,650</u>	107.2%
Total Fringe Benefits and General Overhead	<u>\$ 24,314,275</u>	<u>\$ (1,476,638)</u>		<u>\$ 22,837,637</u>	189.3%
Facilities capital cost of money				<u>\$ 16,592</u>	0.138%

EXHIBIT E-3

See accompanying notes.

EXHIBIT E-3

SHANNON & WILSON, INC.
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD
DECEMBER 31, 2013

FAR References:

- (1) Unallowable spot bonuses
- (2) Taxes related to unallowable promotion labor
- (3) Unallowable meals and employee gifts
- (4) Accrued bonus not paid in current year
- (5) Advertising and public relations labor
- (6) Excess per diem and travel expense
- (7) Unallowable contribution costs
- (8) Unallowable entertainment costs
- (9) Unallowable advertising and public relations costs
- (10) Interest expenses
- (11) Federal income taxes
- (12) Unallowable bad debts
- (13) Rent charged as direct costs to projects

See accompanying notes.

EXHIBIT E-3

NOTE B: DESCRIPTION OF ACCOUNTING SYSTEM (continued)

Depreciation – Depreciation has been provided on the straight-line method over the estimated useful lives of buildings, equipment and leasehold improvements. The depreciation included in General Overhead does not exceed the amount used in the financial statements and is allowable under FAR 31.205-11(e).

Sick leave – Sick leave costs are neither accrued annually nor paid to an employee upon termination. Applicable sick leave costs are expensed if paid and then included in the overhead rate.

Compensation – The Company paid no compensation in excess of the FAR 31.205-6(p) limit of \$952,308 per person. Senior executive compensation was reasonable in comparison with salary survey data in accordance with FAR 31.205-6(a).

NOTE C: FACILITIES CAPITAL COST OF MONEY (FCCM)

The Facilities Capital Cost of Money rate has been calculated in accordance with FAR Section 31.205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets, January 1, 2013	\$ 1,100,302
Ending net capital assets, December 31, 2013	<u>1,023,438</u>
Average Net Capital Assets	1,061,870
Average Treasury Rate	<u>1.563%</u>
Facilities Cost of Money	<u>\$ 16,592</u>
Direct Labor Base	<u>\$ 12,064,232</u>
FCCM Rate	<u>0.138%</u>

NOTE D: BENEFIT PLANS

The Company has two qualified retirement plans which cover employees who meet eligibility requirements. The Company made cash contributions of \$1,126,367 to the plans during the year ended December 31, 2013.

NOTE E: AUDITOR CONTACT

The person to contact relative to this engagement is:

Kristine L. Tryon
CPA Consulting, Inc., P.S.
Phone (425) 401-5061



April 30, 2014

TO: Erik Jonson, WSDOT Contracts Administrator
MS 47323

FROM: Martha Roach, Agreement Compliance Audit Manager 

SUBJECT: Universal Field Services, Inc. Indirect Cost Rate for fiscal year end
October 31, 2013

The Oklahoma Department of Transportation (ODOT) has concluded their cognizant review of Universal Field Services for the above referenced fiscal year. ODOT is the Cognizant State for Universal Field Services. As such ODOT has performed its cognizant review and accepted the audit performed by Stanfield & O'Dell, CPAs. ODOT provided us a copy of the acceptance letter along with the CPA audit report.

Based on ODOT's acceptance of Universal Field Services Indirect Cost Rate, we are issuing this letter establishing Universal Field Services rate for the fiscal year ending October 31, 2013 at 48.09% of direct labor.

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

If you have any questions, feel free to call me at (360) 705-7006 or via email at roachma@wsdot.wa.gov

Attachment

cc: Steve McKerney
File



OKLAHOMA DEPARTMENT OF TRANSPORTATION
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

April 29, 2014

Veda Hester, Controller
Universal Field Services
6666 S. Sheridan Road, Suite 230
Tulsa, OK, 74133

Dear Ms. Hester:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of EST Inc. for the year ended October 31, 2013 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by Stanfield & O'Dell, CPAs. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation 48 CFR Part 31. Our review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rate, and the related Accountant's Report, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Overhead Rate 48.09%

David Green
David Green, Manager
ODOT External Audits Branch

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

EXHIBIT E-3

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 27, 2014

Jeanette Widener, President
DGK Inc.
10108 32nd Avenue W, Suite D
Everett, WA 98204-1302

Re: DGK (dba Widener & Associates) Safe Harbor Indirect Cost Rate

Dear Ms. Widener:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for DGK. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate for the City of Bellingham West Horton Road Project.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for DGK. The Safe Harbor rate is effective on February 27, 2014.

DGK has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your WSDOT Local Programs Manager if you have questions about when to apply the Safe Harbor rate to your agreement.

Page 2
DGK
February 27, 2014

If you or any representatives of DGK have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS - FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: DGK INC. DBA WIDENER & ASSOC.

Project Number/Name: Horton Road

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

*Signature: Jeanette C Widener

*Name of Certifying Official (Print): Jeanette C Widener

*Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 02/27/14

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention **of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.**
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** **In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.**
4. **Information and Reports:** **The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.**
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through **(5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.**

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, **litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.**

Agreement Number:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
BergerABAM Inc.

whose address is

33301 Ninth Avenue S., Suite 300, Federal Way, WA 98003

and that neither the above firm nor I have:

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

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

BergerABAM Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

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

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

Signature

Date

Agreement Number:

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

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

- II. **Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

BergerABAM Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: _____

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

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

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

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

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

BergerABAM Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 54th Ave E Grade Separation * are accurate, complete, and current as of January 6, 2015 **.

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

Firm: BergerABAM Inc.

Signature

Vice President

Title

Date of Execution***:

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

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

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

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: