

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): <b>H.W. Lochner, Inc.</b>		<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: auto;"> <b>Shoreline City Clerk Receiving Number 8463</b> </div>
Address 915 118th Ave SE, Suite 130, Bellevue, WA 98005	Federal Aid Number	
UBI Number 600139168	Federal TIN or SSN Number 36-2338811	
Execution Date	Completion Date <b>December 31, 2020</b>	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title SR-523 (N/NE 145th Street) and I-5 Interchange Project		
Description of Work  This project will improve the SR 523 (145th Street) and I-5 interchange with the construction of a pedestrian bridge crossing, providing for an additional lane of traffic on the existing bridge, construction of a new north bound on-ramp and analysis and prospective improvements to the intersection ramp terminals and the intersections of SR 523 and 4th Ave NE, and SR 523 and 5th Ave NE.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$1,159,743.00 Management Reserve Fund: \$100,000.00 Maximum Amount Payable: \$1,259,743.00

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
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 Approved by \_\_\_\_\_  
 Shoreline City Clerk

Agreement Number:

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

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

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

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

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

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

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

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

### **III. General Requirements**

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

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

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

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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: Don Ranger  
Agency: City of Shoreline  
Address: 17500 Midvale Avenue N  
City: Shoreline State: WA Zip: 98133  
Email: dranger@shorelinewa.gov  
Phone: 206-801-2457  
Facsimile: 206-801-2783

**If to CONSULTANT:**

Name: Steve Lewis  
Agency: H.W. Lochner, Inc.  
Address: 915 118th Ave SE, Suite 130  
City: Bellevue State: WA Zip: 98005  
Email: slewis@hwlochner.com  
Phone: 425-454-3160  
Facsimile: 425-455-8543

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

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

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

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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, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

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

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

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

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

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

## VI. Sub-Contracting

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

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

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

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

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

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

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

## VII. Employment and Organizational Conflict of Interest

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

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

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

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

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## **XII. Legal Relations**

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

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

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

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

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

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

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

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

#### Insurance Coverage

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

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

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

Name: Don Ranger  
Agency: City of Shoreline  
Address: 17500 Midvale Avenue N  
City: Shoreline State: WA Zip: 98133  
Email: dranger@shorelinewa.gov  
Phone: 206-801-2457  
Facsimile: 206-801-2783

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

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

Agreement Number:

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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

Agreement Number:

## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

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

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

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

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

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

Agreement Number:



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

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

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

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

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

## **XX. Records Maintenance**

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

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

Agreement Number:




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

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

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

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

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

  
\_\_\_\_\_  
Signature

05.04.2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature DEBRA TARRY, CITY MANAGER

5/10/17  
\_\_\_\_\_  
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.

Please see the attached Exhibit A - Scope of Services.

Agreement Number:

# Exhibit A – Scope of Services

## City of Shoreline SR 523 & I-5 Interchange

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**Prepared for:**

**the City of Shoreline, Washington**



*Prepared by:*

**LOCHNER**

915 118<sup>th</sup> Avenue SE, Suite 130  
Bellevue, WA 98005

562  
05.04.18

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## EXHIBIT A – SCOPE OF SERVICES

# City of Shoreline

## SR 523 & I-5 Interchange

Lochner Project Number: 000013029

### PROJECT DESCRIPTION

The City of Shoreline completed the 145<sup>th</sup> Street Multimodal Corridor Study (November 2016) which outlined improvements along the entire length of 145<sup>th</sup> Street (State Route 523) as well as off-corridor improvements for bikes. The SR-523 and I-5 Interchange project is one of several projects identified in the plan. This project makes improvements for vehicles, bikes, and pedestrians at the I-5 interchange along 145<sup>th</sup> Street. Proposed improvements include the addition of a non-motorized bridge spanning I-5 to the north of the existing vehicular bridge, providing an for an additional lane of traffic on the existing bridge, adding a new northbound on-ramp to I-5, improvements to adjacent intersections at 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, and making non-motorized connections between the interchange area and Sound Transit's proposed light rail station north of 145<sup>th</sup> Street.

This project will improve the SR 523 (145<sup>th</sup> Street) and I-5 interchange with the construction of a pedestrian bridge crossing, providing for an additional lane of traffic on the existing bridge, construction of a new north bound on-ramp and analysis and prospective improvements to the intersection ramp terminals and the intersections of SR 523 and 4<sup>th</sup> Ave NE, and SR 523 and 5<sup>th</sup> Ave NE.

The project design and engineering is anticipated to be delivered in 2 phases. These are:

- Phase I: Interchange Justification Report (IJR), preliminary design and environmental approval
- Phase II: Final design and right-of-way acquisition

This scope of services applies to Phase 1 services.

### GENERAL ASSUMPTIONS

H.W. Lochner, Inc. (CONSULTANT) will provide professional services to the City of Shoreline (CITY) as outlined in the tasks descriptions below. The following general provisions/assumptions have been made:

- The CONSULTANT will maintain continuous routine communication with the CITY throughout the project

- For the purposes of budgeting, the anticipated duration of the Preliminary Design and Environmental Approval phase will be approximately twelve (12) months beginning in March, 2017 and ending March, 2018
- Reports and drawings developed under this contract will be provided in hardcopy and electronic (pdf) format
- Engineering drawings will be prepared using MicroStation. Files will be converted to the format requested by the CITY at the completion of each phase and as needed for file sharing with the project team.
- The CONSULTANT will provide the CITY with preliminary plans for review at approximately the 30% level of design
- It is understood and agreed that tasks may be added or deleted from the scope of services by mutual agreement of the CITY (City of Shoreline) and the CONSULTANT (HW Lochner). Additional fee may be required for additional tasks
- Original permits, approvals, agreements or other obligations will be forwarded to the CITY in hardcopy and electronic form.
- The project documents and CADD files will be maintained and stored electronically using ProjectWise. The City will have access to these files at all times throughout the life of the project.
- Federal Funds are included in the project budget for design
- The CITY will provide timely and coordinated review of draft strategies and materials to streamline production and team efficiency
- The CITY will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. Staff will share these communications, as appropriate, with the project team to inform outreach strategies and summaries of public input
- The CITY will serve as the main media contact for the project and will take the lead role on proactive media outreach and media response for the project

#### **DESIGN STANDARDS**

Plans, specifications, and contract documents, to the extent feasible, will be developed in accordance with the following, as applicable:

- Washington State Department of Transportation/American Public Works Association, "Standard Specifications for Road, Bridge, and Municipal Construction", M41-10, 2016
- Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction", M21-01 last modified date August, 2015
- FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009

- A Policy on Geometric Design of Highways and Streets (AASHTO green book), 6th Edition, 2011
- Department of Ecology (Ecology) 2012 "Stormwater Management Manual for Western Washington" (SWMMWW)
- 2011 WSDOT Hydraulics Manual
- City of Shoreline Engineering Development Standards, 2012 or current version
- City of Seattle Standards Plans and Specs
- Applicable provisions of the Americans with Disabilities Act, as amended
- WSDOT Bridge Design Manual (LRFD) 2016
- AASHTO LRFD Bridge Specifications, 7th Edition with 2015 and 2016 Interims
- AASHTO Standard Specifications for Highway Bridges, 17th Edition 2002



## **TASK 1: PROJECT MANAGEMENT**

### **1.a Contract Management**

The CONSULTANT will provide a monthly status/ progress report with invoices every four weeks, itemized by task and subtask, to the CITY that will describe services provided by the CONSULTANT team members during the current reporting period. The progress reports will be prepared in a format approved by the CITY's Project Manager. The monthly status report will include an earned value analysis.

#### **Assumptions:**

- A general summary of activities performed by the CONSULTANT team including meetings held during the reporting period
- Listing of activities by element performed by the CONSULTANT team during the reporting period
- A listing of problems/ issues encountered during the reporting period and their resolution
- A listing of activities to be accomplished during the next reporting period

#### **Deliverables:**

- Monthly Status/Progress Reports, Earned Value analysis and Monthly Invoices

### **1.b Subconsultant Management**

The CONSULTANT will be responsible for on-going management of the consultant team for this project in accordance with the provisions of the Agreement. On-going management will include completion of professional services in a timely manner and within the agreement budget. The CONSULTANT will be responsible for:

- Strategic management and reporting
- Developing and maintaining a Project Management Plan consisting of
  - Project Description & Objectives
  - Scope
  - Contract & Budget
  - Schedule
  - Organizational Chart
  - List of Contacts
  - QC/QA Plan
- Conducting regular bi-weekly meetings with internal staff and subconsultants.
- Making assignments to project staff and subconsultants

The CONSULTANT will be responsible for coordinating the activities of the subconsultants as necessary to complete the elements of the Agreement. This coordination will include preparing subconsultant agreements, obtaining monthly progress reports and invoices, timely input for meetings, incorporating services provided into project deliverables and obtaining answers to issues raised by the Management Team. The CONSULTANT's Project Manager will be the contact for questions and requests from the CITY's Project Manager. Discussions, correspondence, or services requested of the CONSULTANT, that impact the scope of services, budget, or products will be directed in writing to the CITY's Project Manager.

**Assumptions:**

- The Project Schedule will be prepared using Microsoft Project and will be updated bi-weekly or as necessary
- Team meetings are anticipated to be held bi-weekly for twelve (12) months for a total of twenty-four (24) meetings.
- Subconsultants will typically attend meetings by conference call. Assume four (4) in person meetings by subconsultants.

**Deliverables:**

- Preparation of meeting agendas for bi-weekly coordination meetings
- Preparation of meeting notes for bi-weekly coordination meeting
- Project Management Plan (One PDF with updated documents delivered electronically)
- Project Schedule monthly updates (One PDF with updated documents delivered electronically)

**1.b.1 Quality Control/Quality Assurance**

The CONSULTANT will provide quality assurance and quality control (QA/QC) throughout the life of the Agreement. The CONSULTANT will develop a project specific Quality Control Plan (QCP). The purpose of the plans is to provide appropriate administration, accounting, budget monitoring, scheduling, communications, and planning and engineering procedures leading to the final product.

The CONSULTANT will provide QA/QC reviews on all deliverables and ensure that deliverables by subconsultants also have QA/QC performed. QA/QC documentation will be provided to the CITY upon request. The CONSULTANT will perform QC checks on all deliverables throughout the life of the project.

As a general practice, the CONSULTANT performs a QA audit for all active projects on an annual basis. It is anticipated that this project will be subject to a QA audit in the summer/fall of 2017 and again in the summer/fall of 2018. QA audits include a review of the QCP and a review of deliverables to confirm that the process described in the QCP has been adhered to for the development of plan sheets, quantity calculations and estimates, technical memorandums and project specifications.

**Assumptions:**

- QA/QC reviews of documents and drawings will be maintained as part of the project files
- Subconsultants are responsible for developing and implementing quality control procedures for deliverables prior to submitting to the prime CONSULTANT.

**Deliverables:**

- Project Specific Quality Control Plan will be included with the Project Management Plan

**1.b.2 Kick-off Meeting**

A Kick-off Meeting will be held at the beginning of the project and attended by key team members of the CITY staff, CONSULTANT and subconsultants. The goal will be to enhance commitment by developing ownership within members of the project team, to confirm assignments of project activities to be completed by each team member, and to finalize development of a definitive Project Schedule.

The meeting will also provide opportunities to establish management procedures, lines of communications, identify lines of authority for decision making, provide clear direction to team members, discuss the project schedule and get buy-in from team members, identify stakeholders and provide a general exchange of views and ideas regarding the execution and development of the project.

**Assumptions:**

- The Kick-off Meeting will be held at CITY Hall
- The Kick-off Meeting will be attended by key members of the project team as appropriate
- The Kick-off Meeting will include a site walk of the project area unless weather prohibits

**Deliverables:**

- Kick-Off Meeting Agenda and Meeting Summary (1 electronic copy)

**1.c Coordination with the City**

The CONSULTANT will maintain regular contact and coordination with the CITY's Project Manager in accordance with the provisions of the Agreement. The CONSULTANT's Project Manager will be responsible for:

- Maintaining regular contact with the CITY and designated project management team staff through informal office visits, telephone conversations, e-mails, correspondence, and faxes
- Maintaining open access to project information by the CITY
- The CITY's Project Manager may contact team members as needed during each phase of the project with a summary of discussions sent to the CONSULTANT's Project Manager

**Assumptions:**

- Project meetings with the CITY's Project Manager are anticipated to occur bi-weekly for the twelve (12) month duration of the project. These meetings will be attended by up to two (2) CONSULTANT staff. Other CONSULTANT staff will attend if necessary to provide technical expertise. Other CONSULTANT staff may also attend via conference call if appropriate
- CITY staff will provide timely and coordinated review of draft strategies and materials to streamline production and team efficiency
- The CITY will identify and provide contact information (email, mail and phone) for project point of contact at the CITY to include on outreach materials
- The CITY will manage public inquiries received via the point of contact and take the lead in preparing responses to questions. The CITY will share these communications, as appropriate, to inform interim reports on public outreach and/or the final outreach summary
- CITY staff will lead preparation for and attend CITY Council meetings

**Deliverables:**

- Meeting Agendas and Meeting Summary's (1 electronic copy)
- Other meeting materials will include products that convey the current level of progress

**1.d Delivery Plan Support**

The CONSULTANT will support the CITY with selection of the appropriate project delivery method. An evaluation based on the project risks, constraints and opportunities will be made and a recommendation provided to the City.

The CONSULTANT will perform the following specific tasks:

- Prepare the Project Summary Package including Project Description and attributes such as scope, schedule and budget
- Prepare the Project Delivery Method (PDM) Attribute Comparison Spreadsheet
- The CONSULTANT will support the CITY with WSDOT coordination through the process

**Assumptions:**

- The CONSULTANT will follow WSDOT's PDM Selection Guidance
- Up to two (2) coordination meetings with WSDOT including two (2) consultant staff per meeting

**Deliverables:**

- Project Summary Package (One (1) hard copy and one (1) electronic copy)
- PDM Attribute Comparison Spreadsheet (One (1) hard copy and one (1) electronic copy)
- Meeting materials reflecting the current level of design including agendas and summary notes

### **1.e Funding Strategy**

The CONSULTANT will support the CITY in seeking additional funding required for project construction and right-of-way acquisition (if needed). Possible opportunities include PSRC (STP) Countywide and Regional and TIB.

The CONSULTANT will also assist the City develop an appropriate strategy through which to accelerate funding through Connecting Washington.

#### **Assumptions:**

- The CONSULTANT support will include providing graphics, cost estimates and final preparation and submittal
- For estimating purposes, support for three (3) applications is assumed

#### **Deliverables:**

- Grant Application submittal packages (Three (3) electronic submittal packages)
- Funding acceleration strategy

### **1.f Interagency Coordination**

The SR 523 and I-5 Interchange project involves coordination with several agencies, including at a minimum, City of Shoreline, City of Seattle, King County, Washington State Department of Transportation (WSDOT) Local Programs, Puget Sound Regional Council (PSRC), Sound Transit, and affected Northwest Indian Tribes. In addition, The CONSULTANT anticipates attending coordination meeting with other consultant teams concurrently developing design and construction documents for adjacent projects. The CONSULTANT will work with the CITY to facilitate stakeholder meetings to keep the parties informed about project progress, resolve project issues and obtain approvals.

#### **Assumptions:**

- For budgeting purposes the following Interagency Coordination meetings are anticipated:
  - WSDOT Meetings – assume twelve (12)
    - Bridge office
    - Design office / Public Transportation
    - Traffic
    - Other (Enviro, R/W, Permitting)
  - Adjacent projects Consultant Coordination Meetings – assume four (4) meetings
- Additional one-on-one meetings with agencies for coordination are anticipated. These meeting are required for general coordination, progress updates and submittal reviews. Up to four (4) meetings of this nature are anticipated
- Interagency Coordination meetings are assumed to will be held at the City or WSDOT NW Region office and facilitated by City staff



- One-on-one meeting location is anticipated to be held at the agency location
- The CONSULTANT will provide materials to support each meeting

**Deliverables:**

- Meeting Agendas and Meeting Summary's (1 electronic copy)
- Other meeting materials will include products that convey the current level of progress.

**1.f.1 Environmental Interagency Coordination**

The CONSULTANT will coordinate initial meetings with each of the key agencies, Sound Transit, WSDOT, King County and the City of Seattle, to discuss what environmental permit reviews will be necessary, and to help define what level of interaction they will require going forward.

**1.g Project Close Out**

The CONSULTANT will gather the project files from the CONSULTANT team, organize them, and combine into one file. The final files will be delivered to the CITY. Closeout of a project phase does not constitute approval by the CITY.

**Deliverables:**

- Project Files in Electronic Format

**TASK 2: INTERCHANGE JUSTIFICATION REPORT (IJR)**

This project includes the preparation of an Interchange Justification Report (IJR) for ramp modifications to the SR 523/I-5 interchange. Improvements to the interchange are anticipated to include:

- The addition of a northbound loop ramp. This ramp will tie into an existing Sound Transit flyer stop which will be abandoned as part of the Sound Transit light rail project
- Modifications to the SR 523 bridge include removing of existing sidewalks to provide for an additional lane of traffic
- A separate pedestrian bridge will be constructed to the north of the existing vehicle bridge
- An additional pedestrian route is anticipated to be constructed on the south side of the existing structure by cantilevering a new sidewalk

**Assumptions:**

- The 145th Street Multimodal Corridor Study identifies needed improvements along SR 523 and will be used as the basis for the IJR purpose and need
- No new freeway access is being added
- Traffic operation within the interchange area will be modified, however these modifications are not anticipated to change traffic volumes to or from I-5.
- A micro-simulation model of interstate operations will not be required

### **2.a Leadership and Strategy**

The CONSULTANT will work with the City to identify and assemble a support team for the development of the IJR. This team, referred to as the Stakeholder Committee, consists of subject matter experts and decision makers. A separate subset of the Stakeholder Committee will form the Technical Team. This team is comprised of technical experts who can support the technical aspects of the project. This group will likely be comprised of members of the Interagency Technical Team the City has already established as part of the projects planning efforts.

The CONSULTANT will work with the CITY to coordinate and facilitate a scoping meeting with WSDOT to determine if a supplement to the existing IJR is sufficient or if a new IJR will be required. This meeting will also serve to confirm appropriate, Stakeholder Committee, Technical Team and roles and responsibilities.

#### **Assumptions:**

- IJR Stakeholder meetings assume four (4) meetings attended by up to four (4) consultant staff.
- IJR Technical Team meetings assume eight (8) meetings attended by up to four (4) consultant staff.

#### **Deliverables:**

- Meeting material including agenda and meeting summary notes

### **2.b Methods and Assumptions**

CONSULTANT will prepare a draft and final Assumptions Document, outlining the assumptions and methodology that will be used in the preparation of the IJR. These assumptions will include: the study area limits, years of analysis, traffic analysis tools, collision analysis procedure, travel demand forecast procedures, alternatives to be analyzed, and evaluation measures. The draft document will be presented to the Stakeholders Committee for refinement and approval.

Once the Methods and Assumptions document has been endorsed, the draft IJR will be prepared. The draft will go through review by the support team and once comments and issues have been addressed, the IJR will be finalized.

### **2.c Proposed Build Alternatives**

The proposed improvements to be reviewed and considered by the Stakeholder Committee may include the following options:

- Widening the existing vehicle bridge from 5 travel lane to 6 travel lanes to increase left-turn capacity
- Added northbound on-ramp option for improved intersection operation at 5<sup>th</sup> Avenue NE and N 145<sup>th</sup> Street
- Make improvements to the interchange ramp terminal intersections for improved traffic operations and pedestrian connectivity
- Other improvements include:

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- Construction of a separate, non-motorized bridge, north of the existing vehicle bridge
- Non-motorized connectivity improvements in the northeast and northwest quadrants of the interchange
- A sidewalk cantilevered from the existing vehicle structure will be analyzed
- Other channelization improvements from 500 feet west of 3<sup>rd</sup> Avenue to 500 feet east of 5<sup>th</sup> Avenue. These improvements will be evaluated and refined through the traffic analysis

### **2.d Data Collection**

The CONSULTANT will obtain the following information and data as available for development of the IJR. This information includes:

- The CONSULTANT will obtain available as-built drawings of the existing interchange, ramps and roadways for I-5 mainline and ramps, SR 523/ N 145th Street, 5th Avenue NE, and 4th Avenue NE from WSDOT, King County, City of Seattle, and the City of Shoreline
- The CONSULTANT will obtain existing traffic count data from WSDOT, King County, City of Seattle, PSRC and City of Shoreline. This data will include I-5 mainline and ramp, SR 523/ N 145th Street, 5th Avenue NE, 4th Avenue NE, and 3rd Avenue NE including volumes, turning movement volumes at the ramp intersections for the AM and PM peak hours
- The CONSULTANT will collect AM and PM peak hour turning movement counts, including pedestrians and bicycles, to augment the existing data at up to 15 intersections to be determined during discussions with the CITY, but are anticipated to include:
  - NE 145<sup>th</sup> Street and
    - 5<sup>th</sup> Avenue NE;
    - SB I-5 ramp terminal
    - 4<sup>th</sup> Avenue NE
    - 3rd Avenue NE
    - 1<sup>st</sup> Avenue NE
  - NE 175<sup>th</sup> Street and
    - NB I-5 Ramp Terminal
    - SB I-5 Ramp Terminal
  - NE 130<sup>th</sup> Street and
    - SB I-5 Ramp Terminal
  - 5<sup>th</sup> Avenue NE and
    - NB I-5 Ramp Terminal south of NE 130<sup>th</sup> St
    - NB I-5 Ramp Terminal north of NE 145<sup>th</sup> St
    - NE 148<sup>th</sup> St

- CONSULTANT will utilize the IJR developed by Sound Transit for the light rail station north of 145<sup>th</sup> Street, as the basis for this IJR.
- The CITY will obtain the traffic model prepared as part of the Route Development Plan (RDP) traffic analysis for the 145 Street corridor and provide to the CONSULTANT for use as the base model for the traffic analysis for this IJR.
- CONSULTANT will obtain collision data for the last five calendar years from WSDOT, and will also obtain WSDOT's list of Critical Accident Locations (CAL), Critical Accident Corridors (CAC), and Intersection Accident Locations (IAL) in the project area. The CONSULTANT will obtain collision data from WSDOT and the cities of Seattle and Shoreline for each of the local roads described above in the vicinity of the interchanges
- CONSULTANT will obtain copies of the current Comprehensive and Transportation Plans from WSDOT and the Cities of Shoreline and Seattle, as well as their current TIP. CONSULTANT will review the current State Highway System Plan and Statewide Transportation Plan, as well as other project improvement plans and studies for I-5 within the project area, including the proposed Sound Transit Link Light Rail Station and Parking Garage and the Sound Transit 3 BRT Service. CONSULTANT will also obtain copies of other documents as appropriate
- CONSULTANT will obtain existing aerial photography mapping, including recent LIDAR mapping, of the overall project area for project planning, and conceptual layouts from WSDOT, and/or area developers. Aerial mapping will be produced at a scale of 1"=50' with a 2-foot contour interval and show visible surface features

### **2.e Traffic Forecasts**

CONSULTANT will obtain a copy of the current PSRC travel demand model forecasts that will be used to forecast future travel patterns within the study area. CONSULTANT will:

- Review the existing PSRC travel model, including specific demographics for the project area, as well as the existing and future opening year and design year highway networks
- Prepare a summary of proposed improvements in the base highway networks and Coordinate such review with the PSRC and WSDOT
- Prepare AM and PM Peak Hour Traffic Forecasts, post-processing of the refined PSRC travel model output to develop turning movement and summaries for:
  - Base conditions in 2017, opening year of 2025 and design year of 2035
  - Up to three Build Alternatives as approved by the Stakeholder Committee, for the opening year and design year periods

### **2.f Traffic and Collision Analysis**

#### **2.f.1 Baseline Traffic Analysis (AM and PM for Existing, Opening, and Design Year):**

CONSULTANT will conduct a traffic analysis for the Interstate and local street system because the proposed improvement could alter general purpose traffic. The traffic analysis will include the following:

- Highway capacity software (HCS) mainline analysis from Exit 174 (NE 130th St) to Exit 176 (NE 175th St);
- Synchro and SimTraffic or VISSUM analyses for the following intersections:
- NE 145th Street and
  - 5th Avenue NE;
  - SB I-5 ramp terminal
  - 1st Avenue NE
- NE 175th Street and
  - NB I-5 Ramp Terminal
  - SB I-5 Ramp Terminal
- NE 130th Street and
  - SB I-5 Ramp Terminal
- 5th Avenue NE and
  - NB I-5 Ramp Terminal south of NE 130th St
  - NB I-5 Ramp Terminal north of NE 145th St
  - NE 148th St

**2.f.2 Collision Analysis:**

CONSULTANT will conduct a collision analysis to estimate the level of change in collisions on the Interstate system using collision data from WSDOT for the past five years.

**2.g Traffic Analysis of Build Alternatives**

- Traffic Analysis for Existing, Opening, and Design Year): CONSULTANT will conduct (AM and PM traffic analysis for the Interstate and local street system for the opening and design year conditions for up to three alternatives because the proposed improvement could alter general purpose traffic. The traffic analysis will include the same locations used in the base analysis
- Collision Analysis: CONSULTANT will conduct a collision analysis to estimate the level of change in collisions on the Interstate system for up to three alternatives

**2.h Alternative Evaluation**

CONSULTANT will use the evaluation procedures defined in the Methods and Assumptions Document to evaluate the alternatives. CONSULTANT will compare the alternatives and present



findings to the Stakeholder Committee for recommendations of a preferred set of improvements. Information from previous traffic and collision analyses will be used, as well as data from the environmental analysis and conceptual design tasks. The following elements are assumed:

- CONSULTANT will develop comparative data by alternative for the Stakeholder Committee and display it in an evaluation matrix for use in evaluating each alternative. This information will be developed using previous elements and other studies
- At a Stakeholder Committee meeting, the CONSULTANT will review evaluation of alternatives for the Stakeholder Committee's revision and approval
- CONSULTANT will develop a summary of the evaluation process and results to document the final improvements

### **2.i Interchange Justification Report**

The CONSULTANT will prepare an I-5 corridor level IJR focusing on the NE 145th St interchange. The corridor area will include the nearby interchanges of NE 130th St and NE 175th St and the local street intersections listed in Task 2.d.

The following alternatives will be included in this IJR:

- **Opening Year Proposed Build Alternative** which removes a transit only NB off-ramp, adds a lane on the NE 145<sup>th</sup> Street overpass, and adds a new loop on-ramp connection to NB I-5
- **Design Year Proposed Build Alternative** will be the same as the Proposed Opening Year Build Conditions

The corridor level IJR will be prepared in accordance with WSDOT's Design Manual Chapter 550; however signing plans will not be prepared at the corridor level.

The following is an outline of the information to be prepared during the development of the corridor level IJR, including the planned review process:

#### **2.i.1 Policy Point Development**

##### **2.i.1.1 Policy Point 1 - Need for Access Revision:**

The CONSULTANT will prepare a summary documenting the current and projected needs and why the existing access points and the existing or improved local systems are unable to meet the projected needs. The CONSULTANT will use the Purpose and Need statement developed for the NEPA documentation as a base document, with the need based on the traffic and safety summaries prepared for the existing and future No Action Alternatives.

##### **2.i.1.2 Policy Point 2 - Reasonable Alternatives:**

The CONSULTANT will prepare a summary documenting the alternatives considered in the Sound Transit Lynnwood Link Extension Project SR 523(NE 145th Street) IJR. The summary will explain how these alternatives met or did not meet the purpose of the improvement.

**2.i.1.3 Policy Point 3 – Operational & Collision Analysis:**

The CONSULTANT will prepare a summary that documents how the proposed improvements will affect safety and traffic operations at year of opening and design year. The CONSULTANT will document:

- The results of the Interstate mainline operational analyses for the opening year and design year for the Build Alternatives for this IJR
- The comparison of the AM and PM intersection and interchange operational results of the opening and design year Build Alternatives with the opening and design year No Action Base
- The effect of the Build Alternatives on the I-5 mainline operations and adjacent interchanges at NE 130<sup>th</sup> Street and at NE 175<sup>th</sup> Street
- A discussion of the collision analysis results for the Existing Conditions, and the opening and design year Build Alternative as compared to the No Action Base Condition
- A discussion of impacts to safety and operations along the I-5 corridor

**2.i.1.4 Policy Point 4 – Access Connections & Design:**

The CONSULTANT will prepare a summary showing how the proposed improvements will provide fully directional interchanges connected to public streets or roads and designed to meet current design standards. The summary will:

- Discuss the geometric designs of the proposed improvements and show that all movements are included in the design
- Show the preliminary horizontal and vertical alignments including I-5 mainline improvements, and proposed interchange and cross street improvements
- Discuss design criteria and design exceptions that may be needed

**2.i.1.5 Policy Point 5 – Land Use & Transportation Plans:**

The CONSULTANT will prepare a summary showing how the proposed access point revisions are compatible with existing land use and transportation plans for the area, summarize how current land use assumptions are included in the travel demand model, and discuss that the proposed improvements are consistency with local, regional, and statewide transportation plans.

**2.i.1.6 Policy Point 6 – Future Interchanges:**

The CONSULTANT will prepare a summary showing how the proposed access point revisions are compatible with the I-5 comprehensive network plan and that the proposed interchange improvements are compatible with other known planned interstate improvements included in the State-wide Highway System Plan.

**2.i.1.7 Policy Point 7 – Coordination:**

The CONSULTANT will prepare a discussion of the status of coordinating projects and if the actions that are programmed and funded, the consultant will discuss local

jurisdiction plans to provide other local improvements to support the interstate modifications and that their commitment to work with WSDOT to pursue funds for the interchange modifications (level of effort assumed a 1-2 page document). This section will also include a summary of the staging plan for the Proposed Build improvements, including mainline, interchange and local street improvements; including coordination with the City of Shoreline, City of Seattle, King County, and Sound Transit.

**2.i.1.8 Policy Point 8 – Environmental Processes:**

The CONSULTANT will draft Policy Point 8 for the IJR based on information contained in the IJR completed for Sound Transit at this interchange. We assume that required supporting information for this section will be assessed as part of the NEPA DCE work and that no new information will be required to develop this section.

**2.j Conceptual Roadway Design**

CONSULTANT will prepare conceptual roadway designs of the proposed access improvements in support of the IJR. The conceptual roadway design will include the northbound on-ramp option and reconfiguration of NE 145th Street.

The conceptual designs will include sufficient geometric information required to show the extent of improvement and their impacts. The preferred alternative will be modeled to develop earthwork quantities and provide cut-fill lines of the extent of improvements and impacts.

**2.k Conceptual Structural Design**

For each proposed build alternative, the CONSULTANT will develop recommendations for required structural components. The recommended options will include planning level cost evaluations. Each proposed build alternative evaluated will be summarized for review and consideration by the Stakeholder Committee in a Structures Evaluation Report for final selection and which will be carried forward during PS&E design. The Structures Alternative Evaluation Report will likely evaluate the following:

- Existing bridge condition based on information provided by WSDOT
- Bridge loading rating based on information provided by WSDOT
- Feasibility study of one travel lane addition
- Feasibility study of sidewalk cantilever, including implementing the WSDOT Practical Solutions approach and potentially eliminating the sidewalk from the south side of the roadway overpass

**2.k.1 Coordination with Architect**

The CONSULTANT will coordinate with the project's Architect for the structural components to be evaluated for this task.

**2.k.2 Coordination with Geotech**

The CONSULTANT will coordinate with the project's Geotechnical Engineer for the structural components to be evaluated for this task.

**Assumptions:**

- An inspection report of the SR 523 bridge is available from WSDOT and can be made available to the CONSULTANT for the analysis
- As-built plans of the SR 523 bridge are available from WSDOT and can be made available to the CONSULTANT for the analysis
- A recent load rating report for the structure is available from WSDOT

**2.1 Draft IJR**

The CONSULTANT will prepare a draft Corridor-Level IJR containing an executive summary including a description of the proposed improvements, the policy point documentation, and background data included as appendices. The Draft report will be compiled in a three-ring binder in accordance with the outline documented in the Design Manual. Electronic copies, both in WORD and pdf format will be available. The draft IJR will include the following elements:

- Narrative and data from the technical memorandums (Policy Points 1-8)
- Table of Contents
- Executive Summary

**2.m WSDOT/FHWA 1st Review**

FHWA and WSDOT will review the draft version of the corridor level IJR. Once completed, WSDOT will compile a single set of comments summarized in a comment response form. The CONSULTANT and CITY will then meet with WSDOT to review comments for clarification.

**2.n Update and Submit 2nd Draft IJR**

The CONSULTANT will review comments and edit the corridor level IJR based on accepted comments. The CONSULTANT will also summarize responses to the comments on the comment response form. The CONSULTANT will then compile the revised IJR and update the appropriate pages for inclusion in the three-ring binders. Electronic copies, both in WORD and pdf format of the revised IJR will be available.

**2.o WSDOT/FHWA 2nd Review**

FHWA and WSDOT will conduct a second review the draft corridor level IJR. Once completed, WSDOT will again compile the comments into a single set of comments and summarize them in a comment response form. The CONSULTANT and CITY will then meet with WSDOT to review comments for clarification.

**2.p Address Final Comments**

The CONSULTANT will review comments and edit the corridor level IJR as appropriate. The CONSULTANT will also summarize responses to comments on the comment response form. The CONSULTANT will then compile the revised IJR and provide updates to the appropriate pages in

the three-ring binders. A meeting with WSDOT and FHWA will be held to review the final version of the corridor level IJR and obtain final concurrence.

**2.q Submit Final Corridor Level IJR**

The CONSULTANT will prepare fifteen final hard copies of the IJR as well as an electronic copy of the IJR and appendices and submit to WSDOT for signature.

**Assumptions:**

- Scope is for preparing a complete IJR
- Study area for IJR analysis includes study interchange and next interchanges to the north and south
- City to provide current City of Shoreline transportation model
- City to provide latest traffic model developed for the 145<sup>th</sup> St corridor project
- City to provide current traffic models developed by Sound Transit for the NE 145th St Light Rail Station IJR
- The sound transit VISSIM model calibration analysis is still valid and will be acceptable to WSDOT for use in the IJR report documentation. Recalibration of the VISSIM model is not included in this scope of services.
- For the purposes of traffic forecasting, the opening year and design year will be 2025 and 2035, the same as in the Sound Transit IJR
- City to provide collision analysis prepared by Sound Transit for the NE 145th St IJR
- Mainline and ramp terminal analysis will assume up to 18 model runs for the existing conditions, opening and design year No Action, and opening and design year for up to three alternatives
- No ISATe collision model development and analyses are included in this scope of services.
- The intersection of 5th Ave NE at the NB I-5 on-ramp will be controlled by a traffic signal in the Build Alternative opening and design year
- The intersection on NE 145th St at 4th Ave NE will be closed in the Build Alternative opening year and design year
- Analysis of construction traffic is not included in this scope of services

**Deliverables:**

- Stakeholder Committee meeting materials. These materials will consist of design related documents supporting the current level of design
- Stakeholder meeting agendas and meeting notes
- Methods and Assumptions Document



- Summary tables and graphics
- Conceptual design for proposed improvements
- Conceptual signing plan for proposed improvements
- Structures Alternative Evaluation Report
- Draft IJR (Six (6) hard copies and one (1) electronic.)
- Draft IJR, second review (Six (6) hard copies and one (1) electronic.)
- Final IJR (Six (6) hard copies and one (1) electronic.)

### **TASK 3: SITE INVESTIGATIONS**

#### **3.a Survey and Basemapping**

Survey and Basemapping will be provided by the CITY.

##### **Deliverables:**

- Survey base mapping in Civil 3D format and one hard copy (.pdf) version of the same
- Survey Boundary and Control drawing (stamped and signed) for inclusion with final PS&E

#### **3.b Geotechnical Engineering**

##### **3.b.1 Review existing geotechnical and geologic information**

- WSDOT historic borings for 145th Street overpass
- Sound Transit Lynnwood Link project
- Regional geologic maps

##### **3.b.2 Review as-built plans and supporting engineering documents for existing structures and improvements**

- WSDOT 145th Street overpass
- Transit pedestrian ramps and retaining walls
- Utilities within project limits
- Other nearby improvements

##### **3.b.3 Subsurface exploration at 164 NE 145<sup>th</sup> Street**

- Mark boring location in parking area or driveway of 164 NE 145<sup>th</sup> Street.
- Call One-Call utility locate service to mark subscriber utilities.
- Call private utility locate service to attempt to mark private utilities.

- Complete one boring to maximum 80 feet below ground surface. Vacuum excavate to about 8 feet below ground surface before commencing drilling to check for utilities (no samples).
- Install single vibrating wire piezometer in the boring.
- Grout hole. Install flush-mounted locking monument.
- Read VWP groundwater pressure about 1 week after completing boring. Install data logger and monitor groundwater pressure for 3 months. Interpret groundwater measurements.
- Complete soil sample visual classification and water content on samples and laboratory index testing on selected samples, including up to 4 combined gradation analyses, up to 2 Atterberg limits.
- Prepare boring log.

**3.b.4 Interpret subsurface conditions**

**3.b.5 Provide TS&L geotechnical engineering recommendations report for**

- Foundation types for proposed pedestrian bridge
- Temporary retaining wall types to facilitate construction of pedestrian bridge and widening of existing 145th street overpass
- Permanent retaining wall types for potential permanent retaining walls.
- Excavations, fill slopes, retaining walls for site grading

**3.b.6 Participate in meetings and discussions with the design team**

**Assumptions:**

- One subsurface exploration will be conducted for the TS&L phase. The exploration will be conducted in the drive or parking area of 164<sup>th</sup> NE 145<sup>th</sup> Street. Right-of-entry and access to be secured by others
- Shannon & Wilson will purchase and calibrate 1 VWP for installation in the boring
- As-built plans and supporting engineering documents for existing structures and improvements will be provided
- Exploration and laboratory test data for Sound Transit Lynnwood Link Final Design will be made available to us in a timely manner
- No engineering calculations will be performed for spread footing or drilled shaft foundation resistance or retaining walls
- TS&L Geotechnical Engineering Recommendations report will be provided in PDF format

**Deliverables:**

- Draft TS&L Geotechnical Engineering Recommendations report
- Final TS&L Geotechnical Engineering Recommendations report after receiving comments on draft report

**3.c Environmental Site Investigations**

The CONSULTANT will review available information generated during the Sound Transit study and the City's corridor study, and follow up with Sound Transit as needed to obtain any additional, relevant documentation, including jurisdictional determinations. Based on our current understanding of the area, one wetland and stream were delineated on the Sound Transit station footprint east of I-5. In addition, another wetland may be present on the west side of I-5 in the northwest quadrant of the interchange within the WSDOT right of way, associated with a ditch. We understand that the ST wetland/stream area was determined to be non-jurisdictional by the Corps and should not require further review by the Corps, although other regulatory agencies may need to be contacted for concurrence. Additional review of the west-side ditch wetland may be required. Following collection and review of information, a site visit will be conducted to review mapped features. The west side of I-5 in and near the work area has not previously been formally reviewed for streams and wetlands, so the site investigation will collect new data in this area, assuming that only upland conditions will be found.

**Assumptions:**

- The CONSULTANT assumes that there are no other stream or wetland critical areas within the project area that would require further assessment. No additional field work will be conducted after completion of the initial site visit.
- Basemaps will be provided to The CONSULTANT for developing supporting environmental documents.
- City will provide or arrange right-of-entry and access to the project area.
- The other regulatory agencies will concur with the initial non-jurisdictional determination and will not require further review or delineation of the wetland.

**Deliverables:**

- Summary memo confirming or amending the presence and/or classification of previously identified critical areas, and documenting the absence of streams and wetlands in the project areas not addressed in ST investigation. The memo will include recommendations for additional field investigation if needed.

**TASK 4: CONCEPTUAL DESIGN, (10% P&E)**

**4.a Structural Conceptual Design**

The CONSULTANT will develop conceptual level design for up to three non-motorized structures. The concepts anticipated include cable stayed, prefabricated truss, and concrete or steel girder.

In addition the CONSULTANT will develop conceptual designs for retaining wall anticipated to be associated with the non-motorized structure and landings.

The CONSULTANT shall prepare a Type, Size and Location report that includes the following elements:

- Bridge type selection
- Preliminary design and detailing
- Preliminary cost estimate

**Assumptions:**

- Coordination with Urban architect roadway design, geotechnical engineer, and environmental permitting
- Illumination foundations will not require structural evaluation
- Median barriers will not require structural evaluation
- Power poles will not require structural evaluation
- Chain-link fences will not require structural evaluation

**Deliverables:**

- Type, Size and Location Report (One (1) hard copy and one (1) electronic copy)

**4.b Compilation of Conceptual Design**

The CONSULTANT will compile the conceptual roadway, structural design elements and concepts developed in Task 6 into a 10% milestone deliverable.

**4.c Conceptual level cost estimate**

The CONSULTANT will develop a planning level cost estimate to support these concepts. The purpose of this milestone is to facilitate the public outreach described in Task 8.

**Deliverables:**

- Compiled Conceptual level design alternatives including roadway, structures and the schematic level conceptual drawing listed in Task 6.
- Conceptual level cost estimate

**TASK 5: PRELIMINARY DESIGN, (30% P&E)**

The CONSULTANT will perform preliminary design engineering of the public roadways and utilities for the interchange access modification improvements and access connections to the SR 523/I-5 interchange to support the environmental documentation. This preliminary design will be an advancement of the conceptual roadway design and conceptual structural design developed under Task 2.

The preliminary design will include: modifications to the existing SR 523/I-5 Bridge to provide an added travel lane, a new non-motorized bridge crossing I-5 north of the existing vehicle structure,

improvements to adjacent intersections, new right turn lane to southbound I-5, a new northbound on-ramp to I-5. The CONSULTANT shall conduct quality control review by senior staff members with appropriate experience and expertise. The following elements are assumed:

#### **5.a Design Documentation**

The CONSULTANT shall develop a Design Criteria memo documenting the design standards to be used for the project and documentation of design decisions made as the team moves through the design process. This documentation process will be completed in coordination with the technical team.

##### **Assumptions:**

- Design Criteria will be documented in WSDOTs Project Design Parameters worksheets
- The Quantitative Analysis Method with emphasis of safety and capacity will be applied

##### **Deliverables:**

- Design Criteria Memo (One (1) hard copy and one (1) electronic copy)
- Design Parameters worksheets (One (1) hard copy and one (1) electronic copy)

#### **5.b Environmental Permit Assessment**

Early in the preliminary design phase, The CONSULTANT will develop a permit compliance memo that identifies the necessary environmental permits required for the project, the supporting documents that may be required by the resource agencies, and the approximate timelines for processing the permits.

##### **Deliverables:**

- Permit Compliance Memo (One (1) hard copy and one (1) electronic copy)

#### **5.c Roadway Design**

The CONSULTANT will advance the preferred alternative defined in Task 2. Advancement of the alternative will include further development of the geometric design, earthwork quantities, channelization design, and safety improvement for the project and will include development and refinement of the roadway plans. Roadway plans are anticipated to include roadway plan and profile, sections, paving plans and signing plans

##### **Assumptions:**

- No change in the vertical profile of NE 145<sup>th</sup> St. or intersecting roadways is anticipated
- Roadway design will be in accordance with the WSDOT Design Manual and the WSDOT Standard Plans and City of Mukilteo Public Works standards
- Contract Specifications will not be prepared for 30% submittal

##### **Deliverables:**

- Preliminary Roadway plans (One (1) hard copy and one (1) electronic copy)

#### **5.d Signal and ITS Design**



The CONSULTANT will prepare a preliminary signal and ITS design plans based on the proposed improvements and the CONSULTANT's preliminary roadway layouts.

The CONSULTANT will evaluate the impact on the existing signal system and make a preliminary assessment on whether the existing signal poles will require modification or relocation, analyze the possible locations of new signal poles, and determine the need for additional design to comply with improvements, ADA requirements, and current WSDOT standards.

- The CONSULTANT will coordinate and consult with WSDOT to evaluate existing signal and ITS equipment
- The CONSULTANT will prepare preliminary plans for the signal system showing location and preliminary details of poles, cabinets, loops, junction boxes, etc.
- The CONSULTANT will prepare preliminary plans for the ITS system showing location and preliminary details of communications, cameras, and fiber optic routes

**Deliverables:**

- Preliminary Signal and ITS Plan (One (1) hard copy and one (1) electronic copy)

**5.e Channelization Plans**

The CONSULTANT shall prepare Channelization Plan for the interstate access improvements at SR 523 and I-5 interchange project using WSDOT design and plan procedures. These improvements are anticipated to include:

- Re-channelization of SR 523 between 3rd Ave NE and 5th Ave NE
- A new north bound on-ramp
- Intersection improvements at the interchange ramp terminals

**Assumptions:**

- Roadway design will be in accordance with the WSDOT Design Manual and the WSDOT Standard Plans and City of Shoreline Engineering Development standards
- Plans preparation will be in accordance with WSDOT Plans Preparation Manual
- No deviation or design exceptions are anticipated
- The Channelization plans shall follow the WSDOT NW Region Channelization Plan Checklist
- Three (3) rounds of WSDOT review are anticipated

**Deliverables:**

- Draft Channelization Plan Submittal (One (1) hard copy and one (1) electronic copy)
- Response to Comments (One (1) hard copy and one (1) electronic copy)
- Second Draft Channelization Plan Submittal (One (1) hard copy and one (1) electronic copy)
- Response to Comments (One (1) hard copy and one (1) electronic copy)

- Final Channelization Plan Submittal (One (1) hard copy and one (1) electronic copy)

### **5.f Structural Design**

The CONSULTANT will develop preliminary plans based on the concepts selected in Tasks 2, Task 4 and 6. The CONSULTANT will continue its efforts in the development of preliminary structural design to support the Proposed Alternative which will include:

#### **6.f.1 Non-Motorized Bridge**

The CONSULTANT shall prepare preliminary plans for the non-motorized bridge concept selected in previous tasks:

- Bridge type selection
- Preliminary design and detailing
- Preliminary cost estimate

#### **Assumptions:**

- Illumination foundations will not require structural evaluation
- Median barriers will not require structural evaluation
- Power poles will not require structural evaluation
- Chain-link fences will not require structural evaluation

#### **Deliverables:**

- Preliminary Non-Motorized Bridge plans (One (1) hard copy and one (1) electronic copy)

#### **6.f.2 Retaining Wall**

The CONSULTANT shall prepare preliminary retaining wall plans:

- Wall type selection
- Preliminary design and detailing
- Preliminary cost estimate

#### **Assumptions:**

- Coordination with Urban architect roadway design, geotechnical engineer, and environmental permitting
- Wall sizing and locations will be determined by On-ramp geometry, R.O.W., Non-Motorized Bridge design, and Gateway elements

#### **Deliverables:**

- Preliminary Retaining Wall plans (One (1) hard copy and one (1) electronic copy)

#### **6.f.3 Existing Bridge Modifications**

The CONSULTANT will prepare preliminary plans including general plans and modifications including cross sections and details associated with the removal of the existing sidewalk and construction of a cantilevered sidewalk on the south side of the existing bridge.

**Assumptions:**

- The feasibility as determined in task 2 will be advanced in this task.

**Deliverables:**

- Plan, profile and elevation and cross-sections and details.

**6.g Stormwater Design**

The CONSULTANT will prepare the Stormwater Plans for the SR 523 and I-5 access modifications. The Stormwater Plans will include conveyance, water quality and preliminary flow control and water quality facility sizing. The 30% Design Submittal will include sufficient plan information to demonstrate the proposed stormwater facilities while not including details and final design information such as invert elevations. The preliminary drainage analysis and design will be developed to support the environmental documentation and shall comply with the WSDOT Highway Runoff Manual requirements or the Department of Ecology's Western Washington Storm Water Manual. Stormwater downstream runoff routes will be analyzed for capacity.

**Deliverables:**

- Stormwater Plans (One (1) hard copy and one (1) electronic copy)
- Draft Drainage Analysis (One (1) hard copy and one (1) electronic copy)

**6.h Preliminary Plans**

The CONSULTANT shall compile the plans prepared for the various designs noted above into the 30% plan set. This plans set shall be used to conduct the 30% Design Review by the CITY, WSDOT and other stakeholders. The 30% plans shall include the following plans: Roadway Sections, Roadway Profiles, Stormwater Plans, Paving Plans, Retaining Wall Plans, Signal Plans and Signing plans.

**Assumptions:**

- Plan sheets scale is anticipated to be 1:100. Detail sheets will be added for clarity as required.

**Deliverables:**

- 30% Plans package (11" by 17") - (One (1) hard copies as required and one (1) electronic copy.

**6.i Preliminary Cost Estimate**

The CONSULTANT will calculate quantities and prepare an estimate of probable construction costs using bid items.

**Assumptions:**

- The Preliminary Cost estimate will utilize WSDOT Standard Item table.

- Unit Prices for standard items will be determined using WSDOT Unit Bid Analysis.

**Deliverables:**

- Preliminary Cost Estimate (4 hard copies and 1 electronic copy)

**TASK 6: GATEWAY**

**6.a Site Inventory, Analysis and Coordination**

- The CONSULTANT will prepare a basemap for the preliminary design phase, review preliminary engineering plans and existing conditions data as necessary, and complete up to two site visits to confirm aesthetic design and pedestrian and bicycle circulation coordination with neighborhood, 5<sup>th</sup> Ave NE streetscape, adjacent wetland, proposed Sound Transit station, and 145<sup>th</sup> Street Multi-modal Corridor Study. The CONSULTANT will participate in the following meetings:

**COORDINATION**

- Up to three (3) client meetings,
- One (1) Sound Transit public art coordination meeting
- One (1) city planner/Arts Council meeting,
- Two (2) Public Meetings
- Two (2) City Council meetings
- Up to five (5) consultant team meetings throughout the preliminary design phase.
- This task involves setting a design theme and character for the non-motorized bridge(s), retaining walls, approach pedestrian/non-motorized hardscape areas and landscape gateway areas (Gateway landscape at the northwest intersection of N. 145<sup>th</sup> St. and 5<sup>th</sup> Ave NE, from I-5 right of way to south edge of Sound Transit Station, including underneath trackway; Approach plaza west of I5 between off-ramp and 3<sup>rd</sup> Ave NE, including underneath trackway).
- This design phase will begin with development of an aesthetic design theme and conceptual design. The conceptual design will define the general character of the pedestrian bridge and gateway areas. This will largely be independent of the identification of the type, size and location of the pedestrian bridge, as the theme and character of the bridge can be expressed in different structure types.

**SCHEMATIC DRAWINGS**

- The following schematic drawings will be provided:
- Non-Motorized Bridge, Retaining Wall and Gateway Schematic Concept Plan (1 sheet, 2 alternatives)
- Non-Motorized Bridge, Retaining Wall and Gateway Schematic Detail Area Plans (up to 2 areas, 2 alternatives)
- Non-Motorized Bridge Aesthetic Design Character Sketch (2 alternatives)
- Non-Motorized Bridge, Retaining Wall, and Gateway Elevations (up to 3, 2 alternatives)

- Gateway with Plaza Path Character Sketch (2 alternatives)
- Retaining Wall Design Character Sketch (2 alternatives)
- Non-Motorized Bridge, Retaining Wall and Gateway Schematic Concept Plan (1 sheet, preferred alternative)
- Non-Motorized Bridge, Retaining Wall and Gateway Schematic Detail Area Plans (up to 2 areas, preferred alternative)
- Non-Motorized Bridge Aesthetic Design Character Sketch (preferred alternative)
- Non-Motorized Bridge, Retaining Wall, and Gateway Elevations (up to 3, preferred alternative)
- Gateway with Plaza Path Character Sketch (preferred alternative)
- Retaining Wall Design Character Sketch (preferred alternative)

**Deliverables:**

- Aesthetic Theme and Character definition – memorandum and power point presentation (up to 2)
- Alternatives Design memorandum (up to 8 pages, total)
- Preferred Alternative Design memorandum (up to 5 pages, total)
- Schematic Conceptual drawings as listed above

**6.b Preliminary Design**

This task includes the preliminary aesthetic design of the non-motorized bridge, retaining walls, and gateway pedestrian hardscape and landscape areas to advance the design of the preferred aesthetic theme and character.

The design will be refined, including identification of products and materials proposed for the non-motorized bridge (potential) tower, railing, fall barrier, decorative paving, lighting and site furniture concepts, landscape area conceptual landforms, and landscape planting character. The design concepts will be detailed adequately to allow for coordination with client and design team and to incorporate aesthetic design details of the non-motorized bridge, gateway areas and retaining walls into the project engineering design. The Consultant shall prepare preliminary aesthetic and landscape architectural design plans (approximately 30 percent complete) for the non-motorized bridge, retaining walls, and gateway areas.

The following drawings will be provided:

- Non-Motorized Bridge, Retaining Wall and Gateway Layout and Grading Concept Plan (3 sheets at 1"=20' scale)
- Non-Motorized Bridge, Retaining Wall and Detail Area Plan (2 sheets at 1"=10' scale) Gateway Landscape Concept Plan (1 sheet at 1"=20' scale)
- Sections (up to 4)
- Elevations (up to 4)



**Deliverables:**

- Thirty percent landscape architectural design plans (as per list above)
- Design memorandum including product and materials information (up to 5 pages, total)
- Preliminary construction cost estimate

**TASK 7: ENVIRONMENTAL PERMITTING**

**7.a Pre-application consultation.**

We will meet with the City planning department to discuss the anticipated local permit process. In addition, we will meet with the City's project manager to discuss the NEPA support documents.

**7.b Permits, Approvals and Right of Way (ROW).**

The City will provide information to the CONSULTANT regarding the status of ROW negotiations or acquisitions.

**7.c National Environmental Policy Act (NEPA) Documented Categorical Exclusion (DCE) through FHWA.**

The CONSULTANT will complete the following sections of the DCE form, as described below, for the proposed project:

- Project Description. The City or the CONSULTANT will develop an official project description to be used for the environmental permitting
- Critical and Sensitive Areas: The CONSULTANT will complete this section based on existing information from previous studies, our site visit and information from the City.
- Cultural Resources/Historic Structures: The CONSULTANT will complete this section using information and analysis provided by the cultural resources subconsultant.
- Hazardous and Problem Waste: The CONSULTANT will complete a desktop Hazardous Materials Analysis to identify if potentially contaminated sites are present within the project corridor. The CONSULTANT will review available historical records and databases and will conduct a windshield survey of the project corridor. The CONSULTANT will address the DCE questionnaire and prepare a memo documenting the analysis.
- 4(f)/6(f) Resources: The CONSULTANT will complete this section under the assumption that no 4(f)/6(f) resources are located within the project corridor.
- Agricultural Lands: The CONSULTANT will complete this section.
- Rivers, Streams or Tidal Water: The CONSULTANT will complete this section based on existing information from previous studies and information from the City.
- Tribal Lands: The CONSULTANT will complete this section.

- ix. Water Quality/Stormwater: The CONSULTANT will complete this section.
- x. Previous Environmental Commitments: The CONSULTANT will complete this section with input from the City of Shoreline, Sound Transit, City of Seattle and King County.
- xi. Environmental Justice: The CONSULTANT will complete this section, assuming that the project area may contain minority or low-income populations, but will not have short- or long-term “disproportionate, high and adverse” effects on those populations. A letter will be prepared that summarizes the required analysis, limited to documentation of readily available demographic information and the project details that preclude adverse effects. If the analysis does not support this assumption, additional analysis will be required that is not included in this scope of work. The letter will also include a summary of the public outreach efforts and results, using information provided by the City and CONSULTANT.
- xii. Biological Assessments (BAs) and Essential Fish Habitat Evaluations. The CONSULTANT will complete this section, which will include a supporting BA.

**Assumptions:**

- ROW purchases will be offered after the NEPA DCE has been signed by WSDOT and Federal Highway Administration; thus, Appendix F will not be necessary
- No additional studies or supporting information other than those identified above will be required to complete the DCE
- Documents will be revised one time based on CONSULTANT review, one time based on City review, and one time based on WSDOT review
- The Affect Determination in the BA will be either ‘no effect’ or ‘not likely to adversely affect’.

**Deliverables:**

- Completed WSDOT DCE form, including draft and final
- Environmental Justice evaluation, including draft and final
- Hazardous Waste evaluation, including draft and final
- Biological Assessment meeting WSDOT standards, including draft and final

**7.d State Environmental Policy Act (SEPA) Checklist.**

The CONSULTANT will prepare a SEPA checklist for the proposed project. We anticipate that this project will require supporting documents for geotechnical issues, stormwater, traffic, cultural/historical resources and wetland jurisdiction determination. If a public hearing is required by the City, the CONSULTANT will attend.

**Assumptions:**

- It is assumed an Environmental Impact Statement (EIS) is not required and the project will be issued a Determination of Non-significance or Mitigated Determination of Non-Significance by the City
- Documents will be revised one time based on CONSULTANT review, and one time based on City review
- Fees for City permit applications and environmental reviews are not included
- Other than attendance at a public hearing (if held), no other public outreach would be conducted or attended by the CONSULTANT

**Deliverables:**

- SEPA checklist, draft and final

**7.e Phase 1 Environmental Site Assessment (ESA)**

Shannon & Wilson (S&W) will complete a Phase I ESA for King County parcel # 2881700371 located at 164 NE 145th Street in the City of Shoreline. The purpose of a Phase I ESA is to identify to the extent feasible, pursuant to the process described in the ASTM International (ASTM) Standard Practice E1527-13 (Phase I ASTM Standard), recognized environmental conditions (RECs), controlled RECs (CRECs), and/or historical RECs (HRECs) associated with the subject property. To accomplish the stated objectives of a Phase I ESA in accordance with ASTM guidelines, the following scope of work will be conducted:

- Site Visit and Reconnaissance. Conduct a site visit and reconnaissance of the immediate site vicinity to look for RECs on the site and to evaluate the potential for adverse environmental impact from adjacent land uses. RECs may include, but are not limited to, solid waste disposal, drains, sumps, underground storage tanks (USTs), aboveground storage tanks, drums, spills, stains, and hazardous materials. Look for stressed vegetation, fill, and other indicators of potential contamination.
- Interviews. Conduct interviews with available and appropriate owners, occupants/tenants, and local government officials to obtain information indicating RECs in connection with the property.
- Agency Records Review. Obtain and review available agency records that help identify RECs in connection with the subject property. Review standard federal, state, and tribal databases for the site and nearby properties within the ASTM-recommended search distances.
  - i. Federal agency lists to be reviewed include:
    1. National Priorities List (NPL).
    2. Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) sites.
    3. Resource Conservation and Recovery Act (RCRA) treatment, storage, and disposal (TSD) facilities.

4. RCRA Corrective Actions (CORRACTS) for TSD facilities.
  5. RCRA generators.
  6. Emergency Response Notification System sites.
- ii. Washington State Department of Ecology (Ecology) lists include:
1. Hazardous Sites list (HSL).
  2. Confirmed and Suspected Contaminated Sites (CSCSL) list.
  3. Landfill and/or solid waste disposal sites.
  4. UST and leaking underground storage tank (LUST) lists.

The NPL, RCRA TSD facilities with CORRACTS, and the HSLs will be reviewed for sites within a one-mile radius of the site. The CERCLIS, RCRA TSD facilities without CORRACTS CSCSL, state landfill/solid waste disposal sites, and the LUST lists will be reviewed for sites within a half-mile radius of the site. All other lists will be reviewed for the site and adjoining properties.

- **Historical Use Records.** Review available historical use information records with regard to previous land use or other activity that could have led to the presence of hazardous or dangerous materials, including petroleum products, in the environment at the property. Potential sources of information include aerial photographs; topographic maps; current and previous owners; abutters; historical societies; libraries; county assessor records; Polk city directories; Metskers, Sanborn, and Kroll maps; and files of federal, state, and local environmental agencies. The actual sources available for a given study will vary and may include other sources, as well as any or all of the above. Sources used will be referenced in the report along with the name of the person contacted, where appropriate.
- **Physical Setting Sources.** Review and obtain information about the physical setting of the property. The physical setting sources will include (when available) a current U.S. Geological Survey 7.5-minute topographic map, geologic/hydrologic maps and reports, and soil maps.
- **Report.** S&W will prepare a draft and final report that will include an opinion about the conditions observed at the property, a site history, a summary of the findings, an evaluation of on-site conditions, and our opinions and conclusions. The report and opinions will be based solely on the services described.

**Assumptions:**

- City will provide 50-year Chain of Title Report with an ownership cover sheet for the title insurance company to S&W.
- Phase I ESA scope of work does not include provisions to collect and test soil and/or water samples, or other media including but not limited to fluorescent light ballasts, urea formaldehyde insulation, and lead-based paint or asbestos, or to test radon gas levels.

- The City or the CONSULTANT will provide S&W with an official description of the project including a figure showing the property boundary of the subject property.
- The City will provide right-of-entry and access to the subject property and for any and all buildings on the subject property.
- Interviews may be conducted by telephone and will be arranged by the City.
- Phase I ESA will be conducted only for the subject property.
- Client will provide available relevant information concerning site conditions, including previous environmental, geotechnical, and wetland reports,
- A single report review cycle will be required.
- Documents will be revised one time based on CONSULTANT and City review.
- No meetings have been included.

**Deliverables:**

- Prepared Report including draft and final

**TASK 8: PUBLIC STAKEHOLDER OUTREACH**

Recognizing the importance of community context, values and needs, the CONSULTANT will use best outreach practices and a flexible approach to engaging CITY leadership, key stakeholders, community organizations, and residents and the broader traveling public early and throughout the development of the final design for SR 523/ N 145<sup>th</sup> Street project. The goals of the public involvement process will be to build public trust, solicit input on the key corridor issues and design alternatives, and generate community support for the final design the CITY selects.

**8.a Public Involvement Plan**

EnviroIssues will develop one public involvement plan that captures the team's approach to both internal and agency engagement as well as broader public engagement during the final design phase of the interchange project. The plan will:

- Be a living document that can be updated to include additional or new audiences or outreach strategies identified during the design phase in order to reach affected stakeholders
- Include specific strategies to engage historically underrepresented populations in the interchange design process. To inform these strategies, EnviroIssues will conduct an updated demographic analysis – using EPA's online tool, EJSCREEN – of the project area to identify populations who currently identify as limited-English speaking and/or low-income
- Describe strategies to integrate and meet required public involvement for the identified environmental review process into the overall outreach plan

**Deliverables:**

- Update demographic analysis of project area (1 draft and 1 final)



- Public involvement plan (2 drafts and 1 final)

### **8.b Agency Engagement**

The Lochner team will provide support services and opportunities for meaningful and thoughtful engagement and input from partner agencies who will be involved in developing and/or approving the final Interchange Justification Report (IJR) for the SR 523 (N/NE 145th Street) and Interstate-5 interchange.

#### **8.b.1 Internal Engagement**

As a first step to agency engagement, the Lochner team will first support City staff to engage key internal stakeholders, including offering one-on-one briefings with City Councilmembers, and hosting inter-departmental coordination meetings, including with the City Manager's office. The purpose of this early coordination is to confirm internal expectations and goals for the interchange design process are understood and met, and key decision-maker's questions and concerns are addressed proactively and throughout the design process prior to the need for a decision to move the project forward.

#### **8.b.2 Interagency Technical Team Interchange Subcommittee**

Leveraging the Interagency Technical Team (ITT) structure from the previous Multimodal Corridor Study phase completed in 2016, the Lochner team will identify and facilitate meetings and coordination with an Interchange Subcommittee of the ITT. The Interchange Subcommittee will be formed to focus on policy issues specific to the interchange, including identification of the appropriate lead-agency for the environmental process and agreement on the public outreach process for the interchange. The subcommittee will also focus on design issues specific to the interchange, including placement of multi-modal facilities, interstate access points and traffic revisions, safety improvements, and future construction phasing and coordination. The Lochner team will also develop a subcommittee charter document to capture the purpose, key agreements of and focus of the Interchange Subcommittee following the group's initial meeting. EnviroIssues will support the Lochner team as it provides updates and information during meeting of the full ITT for the corridor design process..

#### **Assumptions:**

- City staff will lead implementation and documentation of one-on-one briefings with City Councilmembers and inter-departmental meetings
- The corridor design team will lead the re-convening and re-chartering of the full ITT and lead regular or standing meetings of the full ITT
- The Lochner lead interchange design team will convene, charter and lead Interchange Subcommittee meetings of the ITT to focus and gain buy-off on specific design issues related to the interchange design to complete the IJR process
- City staff and the Lochner team will lead preparation for and attend City Council and/or other City boards or commission with support from EnviroIssues

#### **Deliverables:**

- Update demographic analysis of project area (1 draft and 1 final)
- Preparation and coordination of up to seven (7) one-on-one briefings with City Councilmembers
- Preparation and coordination of up to five (5) inter-departmental meetings
- Preparation and coordination of up to eight (8) pre-meeting interviews with ITT Interchange Subcommittee members
- Preparation, coordination and facilitation of the initial ITT Interchange Subcommittee meeting
- ITT Interchange Subcommittee Charter (2 draft and 1 signed final)
- Support for up to four (4) full City Council briefings and/or City boards or commissions
- Support for up to four (4) ITT updates and presentations

#### **8.c Public Outreach**

EnviroIssues will provide support services and opportunities for meaningful and thoughtful engagement and input from the broader public on the SR 523 (N/NE 145<sup>th</sup> Street) and Interstate-5 interchange design. Key points of public input anticipated related to the interchange design will include placement of multi-modal facilities, including the terminus of the proposed bike and pedestrian bridge on the north side of the current I-5 bridge crossing, timing of construction and maintenance of traffic, potential City gateway design features, and proposed traffic operations and safety improvements.

##### **8.c.1 Stakeholder Briefings**

EnviroIssues will schedule and support the City as staff conduct stakeholder interviews and/or briefings with local leaders and or community groups, including updates to the Citizen's Advisory Task Force. The interviews and/or briefings provide an opportunity for key stakeholders to share their unique perspectives, and the perspectives of the community members they represent, on the interchange design. This information will allow the team to proactively address the community's desires, goals and concerns regarding the future SR 523 (N/NE 145<sup>th</sup> Street) and Interstate-5 interchange design.

EnviroIssues support will include scheduling, developing questions and materials for, and documenting input received during the interviews. An additional round of stakeholder outreach will also take place prior to the second public meeting, to review the preliminary preferred interchange design with key stakeholders.

##### **8.c.2 Public Meetings**

Public workshops and meetings provide an opportunity for the broader public to meet with project staff and offer meaningful input at key decisions points as a part of the project planning and design process.

Two public meetings are planned for the interchange design project. The initial meeting will be held to re-engage the public in the interchange design conversation and to present the conceptual design, with some refinements, based on the earlier corridor planning phase. The team will solicit input on the overall interchange design, traffic modifications, and the design and placement of multi-modal facilities, including the pedestrian and bike bridge landing. The second meeting will be held to present the 30% interchange design and solicit additional design feedback and input on traffic and construction impacts.

EnviroIssues will develop a meeting plan, agenda and materials (i.e. comment form, meeting guide, handouts, presentation and display boards) for each public meeting. Support will also include scheduling, coordination with corridor public meetings, leading meeting logistics, determining room layout, providing event equipment and supplies and documenting input received.

#### **8.c.3 Materials and Notifications**

EnviroIssues will develop content and graphic design for project materials and notifications, and provide updates as the project progresses and/or as key milestones are reached. Materials will include a project fact sheet, frequently asked questions (FAQ) document, and displays for public meetings. Notifications will include a project poster, postcard, online display ad, and content City staff can leverage and place on the City's website, social media, e-newsletter or ShorelineAlerts, newsletter (Currents), and/or provide to local organizations, neighborhood associations and key stakeholders to use in their own avenues for communicating with their constituents.

Once the final interchange design is determined, EnviroIssues will develop a project newsletter for the City to mail to businesses and residents that will benefit from the project but also may be affected by construction, to share the final design and pre-construction information.

#### **Assumptions:**

- Broad public outreach opportunities will be timed and formatted, when possible, to support required public engagement to fulfill the State Environmental Policy Act (SEPA) or National Environmental Policy Act (NEPA) review processes (i.e. scoping and/or comment periods) for the interchange
- Where possible, public outreach opportunities for the interchange will be coordinated with outreach opportunities for the full N/NE 145th Street corridor design process, Sound Transit's 145th Street station and/or other local projects that may draw like stakeholders
- City staff will identify and provide contact information (email, mail and phone) for the project point of contact at the City to include on outreach materials
- City staff and the Lochner team will provide formatted and public-friendly maps and data to incorporate into meeting materials and displays

- City staff will take the lead in notifying the public of public input opportunities for the interchange with support on strategy and content from EnviroIssues. This includes:
  - *Coordination and printing of direct mailings using “print-ready” materials from EnviroIssues (i.e. mailings, display ads, website content or graphics, social media, e-newsletter, Currents articles)*
  - *Providing content to other local avenues of communications*
  - *Maintenance of a stakeholder contact and email list of interested parties, utilizing the City’s ShorelineAlerts system where applicable.*
  - *Distribution of project posters and materials at identified local gathering places in the project area*
- City staff will print outreach materials when possible, unless they do not have equipment to produce the piece. In this case, the City will be billed directly for external printing or mailing services

#### **8.d Public Outreach Summary**

EnviroIssues will prepare an outreach summary at the conclusion of the interchange design process. The summary will include an overview of the outreach approach, how input was solicited and used to inform the interchange design, what was heard from internal and external stakeholders, agencies and the broader community and an evaluation of the outreach process. The summary can be used to fulfill the policy chapter requirements for the SR 523 (N/NE 145th Street) and Interstate-5 Interchange Justification Report.

#### **Assumptions:**

- Broad public outreach opportunities will be timed and formatted, when possible, to support required public engagement to fulfill the State Environmental Policy Act (SEPA) or National Environmental Policy Act (NEPA) review processes (i.e. scoping and/or comment periods) for the interchange
- Where possible, public outreach opportunities for the interchange will be coordinated with outreach opportunities for the full N/NE 145th Street corridor design process, Sound Transit’s 145th Street station and/or other local projects that may draw like stakeholders
- City staff will identify and provide contact information (email, mail and phone) for the project point of contact at the City to include on outreach materials
- City staff and the Lochner team will provide formatted and public-friendly maps and data to incorporate into meeting materials and displays
- City staff will take the lead in notifying the public of public input opportunities for the interchange with support on strategy and content from EnviroIssues. This includes:
  - *Coordination and printing of direct mailings using “print-ready” materials from EnviroIssues (i.e. mailings, display ads, website content or graphics, social media, e-newsletter, Currents articles)*
  - *Providing content to other local avenues of communications*



- *Maintenance of a stakeholder contact and email list of interested parties, utilizing the City's ShorelineAlerts system where applicable.*
- *Distribution of project posters and materials at identified local gathering places in the project area*
- City staff will print outreach materials when possible, unless they do not have equipment to produce the piece. In this case, the City will be billed directly for external printing or mailing services

**Deliverables:**

- Up to ten (10) key stakeholder interviews and/or briefings with local leaders and or community groups, including updates to the Citizen's Advisory Task Force
- Up to two (2) public meetings are anticipated. One meeting will be related to conceptual design, and a second meeting will be anticipated at the 30% design level. The deliverables for these two initial meetings include;
  - *Two (2) public meeting plans and agendas*
  - *Two (2) comment forms*
  - *Two (2) meeting summaries*
  - *Two (2) staff at each public meeting*
- Materials and notifications (1 draft and 1 final of each)
  - *Fact sheet (initial)*
  - *FAQ (initial)*
  - *Display boards (16 total)*
  - *Presentations (2 total)*
  - *Content for two (2) City Currents articles and/or other avenues for communication*
  - *Postcard (2 total)*
  - *Display ads (2 total)*
  - *Outreach summary (2 drafts and 1 final)*

**TASK 9: RIGHT-OF-WAY PLAN**

**9.a ROW Plan**

Right-of-way is not assumed to be needed for the project as currently planned. If required, exhibit maps will be prepared for up to 4 parcels to assist with the right-of-way acquisition process. This task will include providing acquisition areas (square feet) as required by the right-of-way agent. The acquisition process will be included in the future scope of services

**Assumptions:**

- Right of entry will be facilitated by the City
- Title reports with supporting documentation, if required, will be obtained by the CITY

**Deliverables:**

- Exhibit maps to support right-of-way acquisition.



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

---

N/A

Agreement Number:

58L  
08.04.17

# **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

Survey data to be provided by the City.

#### B. Roadway Design Files

Washington State Department of Transportation/American Public Works Association, "Standard Specifications for Road, Bridge, and Municipal Construction", M41-10, 2016

Washington State Department of Transportation, "Standard Plans for Road and Bridge Construction", M21-01 last modified date August, 2015

FHWA and Washington State Department of Transportation, "Manual on Uniform Traffic Control Devices for Streets and Highways" 2009

A Policy on Geometric Design of Highways and Streets (AASHTO green book), 6th Edition, 2011

Department of Ecology (Ecology) 2012 "Stormwater Management Manual for Western Washington" (SWMMWW)

2011 WSDOT Hydraulics Manual

#### C. Computer Aided Drafting Files

Engineering drawings will be prepared using MicroStation. Files will be converted to the format requested by the CITY at the completion of each phase and as needed for file sharing with the project team

Agreement Number:

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

The project documents and CADD files will be maintained and stored electronically using ProjectWise. The City will have access to these files at all times throughout the life of the project.

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

These are identified in the Scope of Work.

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

The City will provide:

Survey Basemap

Traffic model(s)

Comp and transportation plans

Corridor Study

All ST study information related to the IC area

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Files will be exchanged using Projectwise.

A. Agency Software Suite  
AutoCad Civil 3-D

B. Electronic Messaging System  
Microsoft Outlook

C. File Transfers Format  
Large files shared using Projectwise and/or Mimecast



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

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Please see the attached Exhibit D - Fee Estimate.

Agreement Number:

562  
05/04/17

**Exhibit D - Fee Estimate**

**SR 523 & I-5 Interchange  
City of Shoreline  
H. W. Lochner, Inc.**

<b>Classification</b>	<b>Direct Rate</b>	<b>Overhead 1.8277</b>	<b>Fixed Fee 0.275</b>	<b>Loaded Rate</b>	<b>Total Hours</b>	<b>Total Labor</b>
Project Principal/Principal Engineer	\$ 96.71	\$ 176.76	\$ 26.60	\$ 300.06	160	\$ 48,010
Project Manager/Project Engineer	\$ 63.51	\$ 116.08	\$ 17.47	\$ 197.05	599	\$ 118,034
Sr. Civil Engineer/Designer	\$ 70.05	\$ 128.03	\$ 19.26	\$ 217.34	40	\$ 8,694
QC Manager/Project Engineer	\$ 68.39	\$ 125.00	\$ 18.81	\$ 212.19	48	\$ 10,185
QC Manager/Project Engineer	\$ 74.50	\$ 136.16	\$ 20.49	\$ 231.15	88	\$ 20,341
Sr. Structural Engineer	\$ 63.92	\$ 116.83	\$ 17.58	\$ 198.32	450	\$ 89,246
Sr. Transportation/Traffic Engineer/Planner	\$ 59.95	\$ 109.57	\$ 16.49	\$ 186.01	416	\$ 77,379
Sr. Transportation/Traffic Engineer/Planner	\$ 56.56	\$ 103.37	\$ 15.55	\$ 175.49	160	\$ 28,078
Sr. Transportation/Traffic Engineer/Planner	\$ 53.54	\$ 97.86	\$ 14.72	\$ 166.12	44	\$ 7,309
Sr. Civil Engineer/Designer	\$ 51.15	\$ 93.49	\$ 14.07	\$ 158.70	1,026	\$ 162,829
Jr. Structural Engineer/Designer	\$ 36.00	\$ 65.80	\$ 9.90	\$ 111.70	678	\$ 75,731
Jr. Structural Engineer/Designer	\$ 35.79	\$ 65.41	\$ 9.84	\$ 111.05	568	\$ 63,074
Sr. Administration/Project Control	\$ 35.46	\$ 64.81	\$ 9.75	\$ 110.02	32	\$ 3,521
Administration/Project Control	\$ 21.73	\$ 39.72	\$ 5.98	\$ 67.42	110	\$ 7,416
<b>Subtotal Lochner Labor:</b>						<b>4,523 \$ 719,848</b>
3% Annual Salary Escalation @ 60% of Project						\$ 12,957
<b>Total Lochner Labor Cost</b>						<b>\$ 732,806</b>
<b>Lochner Direct Expenses:</b>	<b>Cost</b>					
Mileage	\$ 214					
Travel	\$ 880					
Graphics/Reproduction	\$ 2,600					
Postage/Shipping	\$ 100					
Other Expenses	\$ 4,500					
<b>Total Lochner Direct Expenses:</b>						<b>\$ 8,294</b>
<b>Firm Total: H.W. Lochner, Inc.</b>						<b>\$ 741,100</b>
<b>Subconsultant Estimates:</b>	<b>Discipline Cost</b>					
Shannon & Wilson	Environmental \$ 159,969					
Shannon & Wilson	Geotechnical \$ 46,587					
Aqua Terra	Cultural Resources \$ -					
J.A. Brennan	Landscape Architecture \$ 118,283					
EnviroIssues	Public Involvement \$ 93,804					
<b>Total Subconsultants:</b>						<b>\$ 418,643</b>
<b>Subtotal Fee Estimate</b>						<b>\$ 1,159,743</b>
Management Reserve						\$ -
<b>TOTAL FEE ESTIMATE</b>						<b>\$ 1,159,743</b>

Exhibit D - Hourly Task Breakdown with Classifications  
 SR 523 & I-3 Interchange  
 City of Shoreline  
 H. W. Lochner, Inc.

Work Element Number	Work Element	Project Manager/Engineer	Sr. Program Manager/Engineer	Sr. Civil Engineer/Draftsman	GC Manager/Project Engineer	GC Manager/Engineer	Sr. Structural Engineer	Transportation/Planning Engineer/Planner	Transportation/Planning Engineer/Planner	Sr. Civil Engineer/Designer	Sr. Structural Engineer/Draftsman	Sr. Structural Engineer/Designer	Jr. Structural Engineer/Draftsman	Jr. Structural Engineer/Draftsman	Administration/Project Control	TOTAL	HOURS	COST
1.1	Project Management	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.2	Design/Construction	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.3	Construction Management	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.4	Quality Control/Quality Assurance	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.5	Construction with the City	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.6	Other/Spec. Support	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.7	Quality Control	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.8	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.9	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.10	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.11	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.12	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.13	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.14	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.15	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.16	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.17	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.18	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.19	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.20	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.21	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.22	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.23	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.24	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.25	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.26	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.27	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.28	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.29	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.30	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.31	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.32	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.33	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.34	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.35	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.36	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.37	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.38	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.39	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.40	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.41	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.42	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.43	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.44	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.45	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.46	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.47	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.48	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.49	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
1.50	Construction Coordination	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

582  
05.04.17







**Exhibit D - Direct Expenses**

**SR 523 & I-5 Interchange  
City of Shoreline  
H. W. Lochner, Inc.**

<b>Mileage</b>	<b>Mileage</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>Total Miles</b>	<b>Cost/mile</b>	<b>Total Cost</b>
	Mileage	20	20	400	\$ 0.535	\$ 214.00
<b>Subtotal Mileage</b>						<b>\$ 214</b>
<b>Travel</b>			<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
	Parking/Tolls	Estimated	10	\$ 24.00	\$	240.00
	Meals (days)	Estimated	10	\$ 64.00	\$	640.00
<b>Subtotal Travel</b>						<b>\$ 880</b>
<b>Graphics/Reproduction</b>			<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
	Boards	Estimated	5	\$ 200.00	\$	1,000.00
	Other Graphics	Estimated	800	\$ 2.00	\$	1,600.00
<b>Subtotal Graphics/Reproduction</b>						<b>\$ 2,600</b>
<b>Postage/Shipping</b>			<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
	Postage/Shipping	Estimated	20	\$ 1.00	\$	20.00
	Courier	Estimated	4	\$ 20.00	\$	80.00
<b>Subtotal Postage/Shipping</b>						<b>\$ 100</b>
<b>Other Expenses</b>			<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	
	Traffic Counts (AM & PM)		30	\$ 150.00	\$	4,500.00
<b>Subtotal Other Expenses</b>						<b>\$ 4,500</b>
<b>TOTAL LOCHNER DIRECT EXPENSES</b>						<b>\$ 8,294</b>

## **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.

The City of Shoreline has approved the following subconsultants:

Shannon & Wilson - see attached Exhibit E - Fee Estimate  
J.A. Brennan - see attached Exhibit E - Fee Estimate  
EnviroIssues - see attached Exhibit E - Fee Estimate

Agreement Number:

500  
08.04.17

**Exhibit E - Fee Estimate**  
**SR 523 & I-5 Interchange**  
**City of Shoreline**  
**Shannon & Wilson - Environmental**

Classification	Direct Rate	Overhead 1.9335	Fixed Fee 0.275	Loaded Rate	Total Hours	Total Labor
Principal (Project Manager)	\$ 75.00	\$ 145.01	\$ 20.63	\$ 240.64	223	\$ 53,662
Sr. Associate	\$ 60.00	\$ 116.01	\$ 16.50	\$ 192.51	-	\$ -
Associate	\$ 50.00	\$ 96.68	\$ 13.75	\$ 160.43	-	\$ -
Sr. Professional III	\$ 46.00	\$ 88.94	\$ 12.65	\$ 147.59	525	\$ 77,485
Sr. Professional II	\$ 40.00	\$ 77.34	\$ 11.00	\$ 128.34	135	\$ 17,326
Sr. Professional I	\$ 36.00	\$ 69.61	\$ 9.90	\$ 115.51	26	\$ 3,003
Professional IV	\$ 33.50	\$ 64.77	\$ 9.21	\$ 107.48	-	\$ -
Professional III	\$ 29.50	\$ 57.04	\$ 8.11	\$ 94.65	-	\$ -
Professional II	\$ 28.00	\$ 54.14	\$ 7.70	\$ 89.84	34	\$ 3,054
Sr. Technical Services	\$ 34.00	\$ 65.74	\$ 9.35	\$ 109.09	-	\$ -
Technical Services	\$ 20.00	\$ 38.67	\$ 5.50	\$ 64.17	-	\$ -
Information Resources Specialist	\$ 38.00	\$ 73.47	\$ 10.45	\$ 121.92	-	\$ -
Sr. Office Services	\$ 29.00	\$ 56.07	\$ 7.98	\$ 93.05	12	\$ 1,117
Office Services	\$ 21.00	\$ 40.60	\$ 5.78	\$ 67.38	37	\$ 2,493
<b>Subtotal Labor:</b>					<b>992</b>	<b>\$ 158,141</b>
3% Annual Salary Escalation @ 10% of Project						\$ 474
<b>Total Labor Cost</b>					<b>\$</b>	<b>158,615</b>
<b>Direct Expenses:</b>						<b>Cost</b>
Mileage						\$ 300
Graphics/Reproduction						\$ 300
EDR Database Report						\$ 368
Airphoto Review						\$ 285
Postage/Shipping						\$ 100
<b>Total Direct Expenses:</b>					<b>\$</b>	<b>1,353</b>
<b>TOTAL FEE ESTIMATE</b>					<b>\$</b>	<b>159,968</b>



**Exhibit E - Hourly Task Breakdown with Classifications  
SR 523 & I-5 Interchange  
City of Shoreline  
Shannon & Wilson - Environmental**

Work Element Number	Work Element	Physical Project Manager	Sr. Associate	Associate	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional IV	Professional III	Professional II	Professional I	Sr. Technical Service	Technical Service	Information Resources Specialist	Office Services	TOTAL	LOADED LABOR COST
1.1	Utility and Storm Drain (UD) I-5																1,025
2.1	Utility and Storm Drain (UD) I-5																1,025
2.2	WSDOT/FHWA 3rd Review																537
2.3	WSDOT/FHWA 3rd Review																537
2.4	Address Final Comments																537
2.5	Address Final Comments																537
2.6	Submit Final Comments - Lead LR																537
2.7	Submit Final Comments - Lead LR																537
3.1	Site Investigation																5,225
3.2	Site Investigation																5,225
3.3	Survey and Benchmarking																5,225
3.4	Geotechnical Engineering																5,225
3.5	Review of Geotechnical and Geology Information																5,225
3.6	Review of Geotechnical and Geology Information																5,225
3.7	Subsurface Exploration at I-5/N.E. 160th Street																5,225
3.8	Subsurface Exploration at I-5/N.E. 160th Street																5,225
3.9	Final EIR, Geotechnical Recommendations																5,225
3.10	Participate in Meetings and Discussions																5,225
3.11	Environmental Site Investigation																5,225
4.1	Conceptual Design (CD) I-5																5,225
4.2	Structural Conceptual Design																5,225
4.3	Structural Conceptual Design																5,225
4.4	Coordination of Conceptual Design																5,225
4.5	Coordination of Conceptual Design																5,225
4.6	Cost Estimate																5,225
4.7	Cost Estimate																5,225
4.8	CD Estimate																5,225
5.1	Preliminary Design (PD) I-5																5,225
5.2	Design Documentation																5,225
5.3	Design Documentation																5,225
5.4	Environmental Permit Application																5,225
5.5	Environmental Permit Application																5,225
5.6	Routing Design																5,225
5.7	Routing Design																5,225
5.8	Sign (US) Design																5,225
5.9	Sign (US) Design																5,225
5.10	Construction Plans																5,225
5.11	Construction Plans																5,225
5.12	Structural Design																5,225
5.13	Site-Related Design																5,225
5.14	Structural Design																5,225
5.15	Structural Design																5,225
5.16	Structural Design																5,225
5.17	Professional Cost Estimate																5,225
5.18	Preliminary Cost Estimate																5,225
5.19	Preliminary Cost Estimate																5,225
6.1	Utility and Storm Drain (UD) I-5																5,225
6.2	Site Inventory, Analysis and Coordination																5,225
6.3	Site Inventory, Analysis and Coordination																5,225
6.4	Viewpoint and Sign																5,225

562  
05.04.17





**Exhibit E - Fee Estimate**

**SR 523 & I-5 Interchange  
City of Shoreline  
Shannon & Wilson - Geotechnical**

Classification	Direct Rate	Overhead 1.9335	Fixed Fee 0.275	Loaded Rate	Total Hours	Total Labor
Principal (Project Manager)	\$ 75.00	\$ 145.01	\$ 20.63	\$ 240.64	44	\$ 10,588
Sr. Associate	\$ 60.00	\$ 116.01	\$ 16.50	\$ 192.51	4	\$ 770
Associate	\$ 50.00	\$ 96.68	\$ 13.75	\$ 160.43	-	\$ -
Sr. Professional III	\$ 46.00	\$ 88.94	\$ 12.65	\$ 147.59	4	\$ 590
Sr. Professional II	\$ 40.00	\$ 77.34	\$ 11.00	\$ 128.34	128	\$ 16,428
Sr. Professional I	\$ 36.00	\$ 69.61	\$ 9.90	\$ 115.51	-	\$ -
Professional IV	\$ 33.50	\$ 64.77	\$ 9.21	\$ 107.48	32	\$ 3,440
Professional III	\$ 29.50	\$ 57.04	\$ 8.11	\$ 94.65	-	\$ -
Professional II	\$ 28.00	\$ 54.14	\$ 7.70	\$ 89.84	-	\$ -
Sr. Technical Services	\$ 34.00	\$ 65.74	\$ 9.35	\$ 109.09	16	\$ 1,745
Technical Services	\$ 20.00	\$ 38.67	\$ 5.50	\$ 64.17	-	\$ -
Information Resources Specialist	\$ 38.00	\$ 73.47	\$ 10.45	\$ 121.92	12	\$ 1,463
Sr. Office Services	\$ 29.00	\$ 56.07	\$ 7.98	\$ 93.05	12	\$ 1,117
Office Services	\$ 21.00	\$ 40.60	\$ 5.78	\$ 67.38	-	\$ -
<b>Subtotal Labor:</b>					<b>252</b>	<b>\$ 36,141</b>
3% Annual Salary Escalation @ 10% of Project						\$ 108
						<b>Total Labor Cost \$ 36,249</b>
<b>Direct Expenses:</b>				<b>Cost</b>		
Mileage	164 miles			\$ 0.54	\$	88
Travel (SR 520 tolls)	2 rt			8	\$	16
Drilling	4774 ea			1	\$	4,774
Air knife/vacuum excavate (upper 8 feet)	250 hour			4	\$	1,000
Private utility locate	1000 ea			1	\$	1,000
Vibrating wire piezometer (VWP)	600 ea			1	\$	600
Field Equipment	50 day			2	\$	100
Datalogger	100 mo			4	\$	400
Graphics/Reproduction	100 ls			1	\$	100
Soil Laboratory Testing	2260			1	\$	2,260
<b>Total Direct Expenses:</b>					<b>\$</b>	<b>10,338</b>
<b>TOTAL FEE ESTIMATE</b>					<b>\$</b>	<b>46,587</b>



Exhibit E - Hourly Task Breakdown with Classifications  
 SR 523 & I-5 Interchange  
 City of Shoreline  
 Shannon & Wilson - Geotechnical

Work Element Number	Work Element	Principal (Project Manager)	Sr. Available	Assoc/Flt	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional IV	Professional III	Professional II	Professional I	Information Resources Specialist	Technical Services	Sr. Technical Services	Office Services	Office Services*	TOTAL	LOADED LABOR COST
2.1	Udick and Smith, Cor. Draft L.R. Update and Review and Final L.R.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.2	WSDOT/FHWA 2nd Review WSDOT/FHWA 2nd Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.3	Address Final Comments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.4	Submit Final Comments, Lead L.R.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2.5	Submit Final Comments, Lead L.R.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.1	Geotechnical Engineering	44	4	0	4	124	0	0	0	0	0	0	0	16	0	0	0	252
3.2	Review Additional Plans and Supporting Documents for Existing Structures	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.3	Site Investigation and Geologic Information	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.4	Site Investigation and Geologic Information	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.5	Site Investigation and Geologic Information	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.6	Site Investigation and Geologic Information	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.7	Site Investigation and Geologic Information	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.8	Site Investigation and Geologic Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3.9	Site Investigation and Geologic Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.1	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.2	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.3	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.4	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.5	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.6	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.7	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.8	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.9	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.10	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.11	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.12	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.13	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.14	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.15	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.16	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.17	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.18	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.19	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.20	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.21	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.22	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.23	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.24	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.25	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.26	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.27	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.28	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.29	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.30	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.31	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.32	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.33	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.34	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.35	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.36	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.37	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.38	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.39	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.40	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.41	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.42	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.43	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.44	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.45	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.46	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.47	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.48	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.49	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.50	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.51	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.52	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.53	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.54	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.55	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.56	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.57	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.58	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.59	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.60	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.61	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.62	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.63	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.64	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.65	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.66	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.67	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.68	Conceptual Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4.69	Conceptual Design	0	0	0	0	0												







**Exhibit E - Fee Estimate**

**SR 523 & I-5 Interchange  
City of Shoreline  
J.A. Brennan**

Classification	Direct Rate	Overhead 1.9275	Fixed Fee 0.275	Loaded Rate	Total Hours	Total Labor
Principal	\$ 54.45	\$ 104.95	\$ 14.97	\$ 174.38	107	\$ 18,658
Senior Landscape Architect/Project Manager	\$ 37.10	\$ 71.51	\$ 10.20	\$ 118.81	413	\$ 49,070
Landscape Architect	\$ 31.65	\$ 61.01	\$ 8.70	\$ 101.36	54	\$ 5,473
Landscape Designer 1	\$ 23.66	\$ 45.60	\$ 6.51	\$ 75.77	373	\$ 28,263
Landscape Designer 2	\$ 23.40	\$ 45.10	\$ 6.44	\$ 74.94	103	\$ 7,719
Landscape Designer 3	\$ 22.88	\$ 44.10	\$ 6.29	\$ 73.27	90	\$ 6,595
Landscape Designer 4	\$ 20.98	\$ 40.44	\$ 5.77	\$ 67.19	4	\$ 269
Project Support/Accting	\$ 29.54	\$ 56.94	\$ 8.12	\$ 94.60	12	\$ 1,135
<b>Subtotal Labor:</b>						<b>1,156 \$ 117,181</b>
3% Annual Salary Escalation @ 10% of Project						\$ 352
<b>Total Labor Cost</b>						<b>\$ 117,533</b>
<b>Direct Expenses:</b>	<b>Cost</b>					
Mileage	\$ 100					
Travel	\$ 20					
Graphics/Reproduction	\$ 300					
Postage/Shipping	\$ 20					
Other Expenses	\$ 310					
<b>Total Direct Expenses:</b>						<b>\$ 750</b>
<b>TOTAL FEE ESTIMATE</b>						<b>\$ 118,283</b>

**Exhibit E - Hourly Task Breakdown with Classifications**  
**SR 523 & I-5 Interchange**  
**City of Shoreline**  
**J.A. Brennan**

Work Element Number	Work Element	LABOR CLASSIFICATION										TOTAL HOURS	LOADED LABOR COST		
		Principal	Senior Landscape Architect/Project Manager	Landscape Architect	Landscape Designer 1	Landscape Designer 2	Landscape Designer 3	Landscape Designer 4	Project Support/Accounting	HOURS				COST	
1.0	<b>Project Management</b>	17	30	4	0	0	0	0	0	0	0	0	0	0	\$ 8,094
1.a	Contract Management	4	8	0	0	0	0	0	0	0	0	0	0	0	\$ 2,792
	Contract Management	4	8	0	0	0	0	0	0	0	0	0	0	0	\$ 2,792
1.b	Subconsultant Management	13	22	4	0	0	0	0	0	0	0	0	0	0	\$ 5,302
	Subconsultant Management	8	16	4	0	0	0	0	0	0	0	0	0	0	\$ -
	Quality Control/Quality Assurance	5	6	0	0	0	0	0	0	0	0	0	0	0	\$ 3,713
	Kick-off Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,590
1.c	Coordination with the City	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Coordination with the City	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
1.d	Delivery Plan Support	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Delivery Plan Support	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
1.e	Funding Strategy	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Funding Strategy	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
1.f	Interagency Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Interagency Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
1.g	Project Close-Out	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Project Close-Out	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.0	<b>Interchange Justification Report (IJR)</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.a	Leadership and Strategy	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Leadership and Strategy	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.b	Methods and Assumptions	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Methods and Assumptions	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.c	Proposed Build Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Proposed Build Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.d	Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.e	Traffic Forecasts	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Traffic Forecasts	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.f	Traffic and Collision Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Traffic and Collision Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
2.g	Baseline Traffic Analysis (AM and PM for Existing, Opening and Design Year)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Baseline Traffic Analysis (AM and PM for Existing, Opening and Design Year)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Collision Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Collision Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Traffic Analysis of Build Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
	Traffic Analysis of Build Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -

56L  
05.04.17

**Exhibit E - Hourly Task Breakdown with Classifications**  
**SR 523 & I-5 Interchange**  
**City of Shoreline**  
**J.A. Brennan**

Work Element Number	Work Element	LABOR CLASSIFICATION								TOTAL HOURS	LOADED LABOR COST
		Principal	Senior Landscape Architect/Project Manager	Landscape Architect	Landscape Designer 1	Landscape Designer 2	Landscape Designer 3	Landscape Designer 4	Project Support/Accounting		
2.h	Alternative Evaluation	0	0	0	0	0	0	0	0	0	\$ -
2.i	Alternative Evaluation	0	0	0	0	0	0	0	0	0	\$ -
2.l	Interchange Justification Report (IJR)	0	0	0	0	0	0	0	0	0	\$ -
2.l1	Policy Point 1 - Need for Access Revision	0	0	0	0	0	0	0	0	0	\$ -
2.l2	Policy Point 2 - Reasonable Alternatives	0	0	0	0	0	0	0	0	0	\$ -
2.l3	Policy Point 3 - Operational & Collision Analysis	0	0	0	0	0	0	0	0	0	\$ -
2.l4	Policy Point 4 - Access Connections & Design	0	0	0	0	0	0	0	0	0	\$ -
2.l5	Policy Point 5 - Land Use & Transportation Plans	0	0	0	0	0	0	0	0	0	\$ -
2.l6	Policy Point 6 - Future Interchanges	0	0	0	0	0	0	0	0	0	\$ -
2.l7	Policy Point 7 - Coordination	0	0	0	0	0	0	0	0	0	\$ -
2.l8	Policy Point 8 - Environmental Processes	0	0	0	0	0	0	0	0	0	\$ -
2.j	Conceptual Roadway Design	0	0	0	0	0	0	0	0	0	\$ -
2.j0	Conceptual Roadway Design	0	0	0	0	0	0	0	0	0	\$ -
2.k	Conceptual Structural Design	0	0	0	0	0	0	0	0	0	\$ -
2.k0	Conceptual Structural Design	0	0	0	0	0	0	0	0	0	\$ -
2.k.1	Coordination with Architect	0	0	0	0	0	0	0	0	0	\$ -
2.k.2	Coordination with Geotech	0	0	0	0	0	0	0	0	0	\$ -
2.l	Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.m	WSDOT/FHWA 1st Review	0	0	0	0	0	0	0	0	0	\$ -
2.m.0	WSDOT/FHWA 1st Review	0	0	0	0	0	0	0	0	0	\$ -
2.n	Update and Submit 2nd Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.n.0	Update and Submit 2nd Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.o	WSDOT/FHWA 2nd Review	0	0	0	0	0	0	0	0	0	\$ -
2.o.0	WSDOT/FHWA 2nd Review	0	0	0	0	0	0	0	0	0	\$ -
2.p	Address Final Comments	0	0	0	0	0	0	0	0	0	\$ -
2.p.0	Address Final Comments	0	0	0	0	0	0	0	0	0	\$ -
2.q	Submit Final Corridor Level IJR	0	0	0	0	0	0	0	0	0	\$ -
2.q.0	Submit Final Corridor Level IJR	0	0	0	0	0	0	0	0	0	\$ -
3.0	Site Investigations	0	0	0	0	0	0	0	0	0	\$ -
3.a	Survey and Basemapping	0	0	0	0	0	0	0	0	0	\$ -
3.a.0	Survey and Basemapping	0	0	0	0	0	0	0	0	0	\$ -
3.b	Geotechnical Engineering	0	0	0	0	0	0	0	0	0	\$ -
3.b.1	Review Existing Geotechnical and Geologic Information	0	0	0	0	0	0	0	0	0	\$ -
3.b.2	Review As-built Plans and Supporting Documents for Existing Structures	0	0	0	0	0	0	0	0	0	\$ -
3.b.3	Subsurface Exploration at 164 NE 145th Street	0	0	0	0	0	0	0	0	0	\$ -
3.b.4	Interpret Subsurface Conditions	0	0	0	0	0	0	0	0	0	\$ -

56L  
05.04.17



**Exhibit E - Hourly Task Breakdown with Classifications**  
**SR 523 & I-5 Interchange**  
**City of Shoreline**  
**J.A. Brennan**

Work Element Number	Work Element	LABOR CLASSIFICATION										TOTAL HOURS	LOADED LABOR COST	
		Principal	Senior Landscape Architect/Project Manager	Landscape Architect	Landscape Designer 1	Landscape Designer 2	Landscape Designer 3	Landscape Designer 4	Project Support/Accounting	TOTAL				
5.a	Site Inventory, Analysis and Coordination	37	91	6	14	12	0	0	0	0	0	0	0	19,892
6.a.0	Site Inventory, Analysis and Coordination	37	91	6	14	12	0	0	0	0	0	0	0	19,892
6.b.0	Visioning and Siting	37	198	20	223	68	80	80	0	0	0	0	0	80,038
6.c	Preliminary Design	13	80	14	116	23	10	10	4	4	0	0	0	24,760
6.c.0	Preliminary Design	13	80	14	116	23	10	10	4	4	0	0	0	24,760
7.0	Environmental Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0
7.a	Pre-application Consultation	0	0	0	0	0	0	0	0	0	0	0	0	0
7.a.0	Pre-application Consultation	0	0	0	0	0	0	0	0	0	0	0	0	0
7.b	Permits, Approvals and Right of Way (ROW)	0	0	0	0	0	0	0	0	0	0	0	0	0
7.b.0	Permits, Approvals and Right of Way (ROW)	0	0	0	0	0	0	0	0	0	0	0	0	0
7.c	NEPA Documented Categorical Exclusion (DCE) through FHWA	0	0	0	0	0	0	0	0	0	0	0	0	0
7.c.1	DCE form - Draft													
7.c.1.1	Part 1-3													
7.c.1.2	Part 4.2 Critical and Sensitive Areas													
7.c.1.3	Part 4.3 Cultural Resources/Historic Structures													
7.c.1.4	Part 4.5 Hazardous & Problem Waste													
7.c.1.5	Part 4.7 4(f)(6)(i) Resources													
7.c.1.6	Part 4.8 Agricultural Lands													
7.c.1.7	Part 4.9 Rivers, Streams or Tidal Waters													
7.c.1.8	Part 4.10 Tidal Lands													
7.c.1.9	Part 4.11 Water Quality/Stormwater													
7.c.1.10	Part 4.12 Previous Environmental Commitments													
7.c.1.11	Part 4.13 Environmental Justice													
7.c.1.12	Part 5 Biological Assessments and EFH Evaluations													
7.c.2	DCE form - Final													
7.c.3	Supporting Haz Mat Memo - draft													
7.c.4	Supporting Haz Mat Memo - final													
7.c.5	Environmental Justice documentation - draft													
7.c.6	Environmental Justice documentation - final													
7.c.7	Biological Assessment, including HR-RUN analysis - draft													
7.c.8	Biological Assessment, including HR-RUN analysis - final													
7.c.9	NEPA Related Coordination with Team													
7.c.10	NEPA Related Coordination with City													
7.c.11	NEPA Related Coordination with WSDOT													
7.d	SEPA Checklist	0	0	0	0	0	0	0	0	0	0	0	0	0
7.d.0	SEPA Checklist	0	0	0	0	0	0	0	0	0	0	0	0	0
7.e	Cultural and Historic Resources	0	0	0	0	0	0	0	0	0	0	0	0	0
7.e.0	Cultural and Historic Resources	0	0	0	0	0	0	0	0	0	0	0	0	0



**Exhibit E - Hourly Task Breakdown with Classifications**  
**SR 523 & I-5 Interchange**  
**City of Shoreline**  
**J.A. Brennan**

Work Element Number	Work Element	Principal	Senior Landscape Architect/Project Manager	Landscape Architect	LABOR CLASSIFICATION							TOTAL HOURS	LOADED LABOR COST						
					Landscape Designer 1	Landscape Designer 2	Landscape Designer 3	Landscape Designer 4	Project Support/Accounting	HOURS	COST								
7.f	Phase 1 Site Assessment	0	0	0	0	0	0	0	0	0	0	\$ -							
7.g	Phase 1 Site Assessment	0	0	0	0	0	0	0	0	0	0	\$ -							
8.f	<b>Public Stakeholder Outreach</b>	0	0	0	0	0	0	0	0	0	0	\$ -							
8.a	Public Involvement Plan	0	0	0	0	0	0	0	0	0	0	\$ -							
8.a.01	Public Involvement Plan	0	0	0	0	0	0	0	0	0	0	\$ -							
8.b	Agency Engagement	0	0	0	0	0	0	0	0	0	0	\$ -							
8.b.1	Internal Engagement	0	0	0	0	0	0	0	0	0	0	\$ -							
8.b.2	Interagency Technical Team Interchange Subcommittee	0	0	0	0	0	0	0	0	0	0	\$ -							
8.c	Public Outreach	0	0	0	0	0	0	0	0	0	0	\$ -							
8.c.1	Stakeholder Briefings	0	0	0	0	0	0	0	0	0	0	\$ -							
8.c.2	Public Meetings	0	0	0	0	0	0	0	0	0	0	\$ -							
8.c.3	Materials and Notifications	0	0	0	0	0	0	0	0	0	0	\$ -							
9.f	<b>Right-of-Way Plan</b>	0	0	0	0	0	0	0	0	0	0	\$ -							
9.a	ROW Plan	0	0	0	0	0	0	0	0	0	0	\$ -							
9.a.01	ROW Plan	0	0	0	0	0	0	0	0	0	0	\$ -							
<b>TOTAL HOURS AND COST</b>											<b>107</b>	<b>413</b>	<b>54</b>	<b>373</b>	<b>90</b>	<b>4</b>	<b>12</b>	<b>1,156</b>	<b>\$ 117,533</b>

582  
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**Exhibit E - Fee Estimate**

**SR 523 & I-5 Interchange  
City of Shoreline  
Envirolssues**

Classification	Direct Rate	Overhead 1.603	Fixed Fee 0.275	Loaded Rate	Total Hours	Total Labor
Senior Associate	\$ 52.00	\$ 83.36	\$ 14.30	\$ 149.66	242	\$ 36,217
Associate I (PM)	\$ 32.00	\$ 51.30	\$ 8.80	\$ 92.10	224	\$ 20,630
Associate I	\$ 31.00	\$ 49.69	\$ 8.53	\$ 89.22	186	\$ 16,595
Project Coordinator	\$ 28.00	\$ 44.88	\$ 7.70	\$ 80.58	179	\$ 14,425
Creative Studio Associate	\$ 31.00	\$ 49.69	\$ 8.53	\$ 89.22	58	\$ 5,175
<b>Subtotal Labor:</b>						<b>889 \$ 93,040</b>
3% Annual Salary Escalation @ 10% of Project						\$ 279
<b>Total Labor Cost</b>						<b>\$ 93,320</b>
<b>Direct Expenses:</b>						<b>Cost</b>
Mileage						\$ 138
Travel						\$ -
Graphics/Reproduction						\$ 346
Postage/Shipping						\$ -
Other Expenses						\$ -
<b>Total Direct Expenses:</b>						<b>\$ 484</b>
<b>TOTAL FEE ESTIMATE</b>						<b>\$ 93,804</b>

Work Element Number	Work Element	LABOR CLASSIFICATION							TOTAL HOURS	LOADED LABOR COST
		Senior Associate	Associate I (PM)	Associate I	Project Coordinator	Creative Studio Associate				
1.0	Project Management	53	42	2	0	0	0	117	\$ 13,862	
1.a	Contract Management	6	12	0	0	0	0	18	\$ 2,009	
1.a.0	Contract Management	6	12					18	\$ 2,009	
1.b	Subconsultant Management	9	12	2	0	0	0	23	\$ 2,638	
1.b.0	Subconsultant Management							0	\$ -	
1.b.1	Quality Control/Quality Assurance	9	12	2	0	0	0	23	\$ 2,638	
1.b.2	Kick-off Meeting							0	\$ -	
1.c	Coordination with the City	38	38	0	0	0	0	76	\$ 9,214	
1.c.0	Coordination with the City	38	38					76	\$ 9,214	
1.d	Delivery Plan Support	0	0	0	0	0	0	0	\$ -	
1.d.0	Delivery Plan Support							0	\$ -	
1.e	Funding Strategy	0	0	0	0	0	0	0	\$ -	
1.e.0	Funding Strategy							0	\$ -	
1.f	Interagency Coordination	0	0	0	0	0	0	0	\$ -	
1.f.0	Interagency Coordination							0	\$ -	
1.f.1	Environmental Interagency coordination							0	\$ -	
1.g	Project Close-Out	0	0	0	0	0	0	0	\$ -	
1.g.0	Project Close-Out							0	\$ -	
2.0	Interchange Justification Report (IJR)	0	0	0	0	0	0	0	\$ -	
2.a	Leadership and Strategy	0	0	0	0	0	0	0	\$ -	
2.a.0	Leadership and Strategy							0	\$ -	
2.b	Methods and Assumptions	0	0	0	0	0	0	0	\$ -	
2.b.0	Methods and Assumptions							0	\$ -	
2.c	Proposed Build Alternatives	0	0	0	0	0	0	0	\$ -	
2.c.0	Proposed Build Alternatives							0	\$ -	
2.d	Data Collection	0	0	0	0	0	0	0	\$ -	
2.d.0	Data Collection							0	\$ -	
2.e	Traffic Forecasts	0	0	0	0	0	0	0	\$ -	
2.e.0	Traffic Forecasts							0	\$ -	
2.f	Traffic and Collision Analysis	0	0	0	0	0	0	0	\$ -	
2.f.1	Baseline Traffic Analysis (AM and PM for Existing, Opening and Design Year)							0	\$ -	
2.f.2	Collision Analysis							0	\$ -	

56L  
08.04.17

**Exhibit E - Hourly Task Breakdown with Classifications  
SR 523 & I-5 Interchange  
City of Shoreline  
Enviroi ssues**

Work Element Number	Work Element	LABOR CLASSIFICATION								TOTAL HOURS	LOADED LABOR COST
		Senior Associates	Associate I (PM)	Associate I	Project Coordinator	Creative Studio Associate					
2.g	Traffic Analysis of Build Alternatives	0	0	0	0	0	0	0	0	0	\$ -
2.h	Traffic Analysis of Build Alternatives	0	0	0	0	0	0	0	0	0	\$ -
2.i	Alternative Evaluation	0	0	0	0	0	0	0	0	0	\$ -
2.j	Alternative Evaluation	0	0	0	0	0	0	0	0	0	\$ -
2.k	Interchange Justification Report (IJR)	0	0	0	0	0	0	0	0	0	\$ -
2.l	Policy Point 1 - Need for Access Revision	0	0	0	0	0	0	0	0	0	\$ -
2.m	Policy Point 2 - Reasonable Alternatives	0	0	0	0	0	0	0	0	0	\$ -
2.n	Policy Point 3 - Operational & Collision Analysis	0	0	0	0	0	0	0	0	0	\$ -
2.o	Policy Point 4 - Access Connections & Design	0	0	0	0	0	0	0	0	0	\$ -
2.p	Policy Point 5 - Land Use & Transportation Plans	0	0	0	0	0	0	0	0	0	\$ -
2.q	Policy Point 6 - Future Interchanges	0	0	0	0	0	0	0	0	0	\$ -
2.r	Policy Point 7 - Coordination	0	0	0	0	0	0	0	0	0	\$ -
2.s	Policy Point 8 - Environmental Processes	0	0	0	0	0	0	0	0	0	\$ -
2.t	Conceptual Roadway Design	0	0	0	0	0	0	0	0	0	\$ -
2.u	Conceptual Roadway Design	0	0	0	0	0	0	0	0	0	\$ -
2.v	Conceptual Structural Design	0	0	0	0	0	0	0	0	0	\$ -
2.w	Conceptual Structural Design	0	0	0	0	0	0	0	0	0	\$ -
2.x	Coordination with Architect	0	0	0	0	0	0	0	0	0	\$ -
2.y	Coordination with Geotech	0	0	0	0	0	0	0	0	0	\$ -
2.z	Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.aa	Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.ab	WSDOT/FHWA 1st Review	0	0	0	0	0	0	0	0	0	\$ -
2.ac	WSDOT/FHWA 1st Review	0	0	0	0	0	0	0	0	0	\$ -
2.ad	Update and Submit 2nd Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.ae	Update and Submit 2nd Draft IJR	0	0	0	0	0	0	0	0	0	\$ -
2.af	WSDOT/FHWA 2nd Review	0	0	0	0	0	0	0	0	0	\$ -
2.ag	WSDOT/FHWA 2nd Review	0	0	0	0	0	0	0	0	0	\$ -
2.ah	Address Final Comments	0	0	0	0	0	0	0	0	0	\$ -
2.ai	Address Final Comments	0	0	0	0	0	0	0	0	0	\$ -
2.aj	Submit Final Corridor Level IJR	0	0	0	0	0	0	0	0	0	\$ -
2.ak	Submit Final Corridor Level IJR	0	0	0	0	0	0	0	0	0	\$ -
3.0	Site Investigations	0	0	0	0	0	0	0	0	0	\$ -
3.a	Survey and Basemapping	0	0	0	0	0	0	0	0	0	\$ -
3.a.0	Survey and Basemapping	0	0	0	0	0	0	0	0	0	\$ -

562  
05.04.18

**Exhibit E - Hourly Task Breakdown with Classifications  
SR 523 & I-5 Interchange  
City of Shoreline  
Envirolssues**

Work Element Number	Work Element	LABOR CLASSIFICATION						TOTAL HOURS	LOADED LABOR COST
		Senior Associate	Associate I (PM)	Associate I	Project Coordinator	Creative Studio Associate	HOURS		
3.b	Geotechnical Engineering	0	0	0	0	0	0	\$ -	
3.b.1	Review Existing Geotechnical and Geologic Information						0	\$ -	
3.b.2	Review As-built Plans and Supporting Documents for Existing Structures						0	\$ -	
3.b.3	Subsurface Exploration at 164 NE 145th Street						0	\$ -	
3.b.4	Interpret Subsurface Conditions						0	\$ -	
3.b.5	Provide TSB, Geotechnical Recommendations						0	\$ -	
3.b.6	Participate in Meetings and Discussions						0	\$ -	
3.c	Environmental Site Investigations	0	0	0	0	0	0	\$ -	
3.c.0	Environmental Site Investigations						0	\$ -	
4.0	Conceptual Design (10% P&E)	0	0	0	0	0	0	\$ -	
4.a	Structural Conceptual Design	0	0	0	0	0	0	\$ -	
4.a.0	Structural Conceptual Design						0	\$ -	
4.b	Compilation of Conceptual Design	0	0	0	0	0	0	\$ -	
4.b.0	Compilation of Conceptual Design						0	\$ -	
4.c	Cost Estimate	0	0	0	0	0	0	\$ -	
4.c.0	Cost Estimate						0	\$ -	
5.0	Preliminary Design (30% P&E)	0	0	0	0	0	0	\$ -	
5.a	Design Documentation	0	0	0	0	0	0	\$ -	
5.a.0	Design Documentation						0	\$ -	
5.b	Environmental Permit Assessment	0	0	0	0	0	0	\$ -	
5.b.0	Environmental Permit Assessment						0	\$ -	
5.c	Roadway Design	0	0	0	0	0	0	\$ -	
5.c.0	Roadway Design						0	\$ -	
5.d	Signal and ITS Design	0	0	0	0	0	0	\$ -	
5.d.0	Signal and ITS Design						0	\$ -	
5.e	Channelization Plans	0	0	0	0	0	0	\$ -	
5.e.0	Channelization Plans						0	\$ -	
5.f	Structural Design	0	0	0	0	0	0	\$ -	
5.f.0	Non-Motorized Bridge						0	\$ -	
5.f.1	Retaining Wall						0	\$ -	
5.f.2	Existing Bridge Modifications						0	\$ -	
5.g	Stormwater Design	0	0	0	0	0	0	\$ -	

7/14/20  
785



**Exhibit E - Hourly Task Breakdown with Classifications  
SR 523 & I-5 Interchange  
City of Shoreline  
EnviroIssues**

Work Element Number	Work Element	LABOR CLASSIFICATION						TOTAL HOURS	LOADED LABOR COST
		Senior Associate	Associate I (PM)	Associate I	Project Coordinator	Creative Studio Associate			
5.g.0	Stormwater Design						0	\$ -	
5.h	Preliminary Plans	0	0	0	0	0	0	\$ -	
5.h.0	Preliminary Plans						0	\$ -	
5.i	Preliminary Cost Estimate						0	\$ -	
5.i.0	Preliminary Cost Estimate						0	\$ -	
<b>6.B</b>	<b>Geotechnical</b>								
6.a	Site Inventory, Analysis and Coordination	0	0	0	0	0	0	\$ -	
6.a.0	Site Inventory, Analysis and Coordination						0	\$ -	
6.b	Viewing and Siting	0	0	0	0	0	0	\$ -	
6.b.0	Viewing and Siting						0	\$ -	
6.c	Preliminary Design	0	0	0	0	0	0	\$ -	
6.c.0	Preliminary Design						0	\$ -	
<b>7.A</b>	<b>Environmental Permitting</b>								
7.a	Pre-application Consultation	0	0	0	0	0	0	\$ -	
7.a.0	Pre-application Consultation						0	\$ -	
7.b	Permits, Approvals and Right of Way (ROW)	0	0	0	0	0	0	\$ -	
7.b.0	Permits, Approvals and Right of Way (ROW)						0	\$ -	
7.c	NEPA Documented Categorical Exclusion (DCE) through FHWA	0	0	0	0	0	0	\$ -	
7.c.1	DCE form - Draft						0	\$ -	
7.c.1.1	Parts 1-3						0	\$ -	
7.c.1.2	Part 4.2 Critical and Sensitive Areas						0	\$ -	
7.c.1.3	Part 4.3 Cultural Resources/Historic Structures						0	\$ -	
7.c.1.4	Part 4.5 Hazardous & Problem Waste						0	\$ -	
7.c.1.5	Part 4.7 4(f)(6)(i) Resources						0	\$ -	
7.c.1.6	Part 4.8 Agricultural Lands						0	\$ -	
7.c.1.7	Part 4.9 Rivers, Streams or Tidal Waters						0	\$ -	
7.c.1.8	Part 4.10 Tribal Lands						0	\$ -	
7.c.1.9	Part 4.11 Water Quality/Stormwater						0	\$ -	
7.c.1.10	Part 4.12 Previous Environmental Commitments						0	\$ -	
7.c.1.11	Part 4.13 Environmental Justice						0	\$ -	
7.c.1.12	Part 5 Biological Assessments and EFH Evaluations						0	\$ -	
7.e.2	DCE form - Final						0	\$ -	
7.e.3	Supporting Haz Mat Memo - draft						0	\$ -	
7.e.4	Supporting Haz Mat Memo - final						0	\$ -	

6/10/19  
567  
195

**LOCHNER**

**Exhibit E - Hourly Task Breakdown with Classifications  
SR 523 & I-5 Interchange  
City of Shoreline  
Envirolssues**

Work Element Number	Work Element	LABOR CLASSIFICATION						TOTAL HOURS	LOADED LABOR COST
		Senior Associate	Associate I (PM)	Associate I	Project Coordinator	Creative Studio Associate	HOURS		
7.c.5	Environmental Justice documentation - draft						0	\$ -	
7.c.6	Environmental Justice documentation - final						0	\$ -	
7.c.7	Biological Assessment, including H-RUN analysis - draft						0	\$ -	
7.c.8	Biological Assessment, including H-RUN analysis - final						0	\$ -	
7.c.9	NEPA Related Coordination with Team						0	\$ -	
7.c.10	NEPA Related Coordination with City						0	\$ -	
7.c.11	NEPA Related Coordination with WSDOT						0	\$ -	
7.d	SEPA Checklist	0	0	0	0	0	0	\$ -	
7.d.0	SEPA Checklist						0	\$ -	
7.e	Cultural and Historic Resources	0	0	0	0	0	0	\$ -	
7.e.0	Cultural and Historic Resources						0	\$ -	
7.f	Phase 1 Site Assessment	0	0	0	0	0	0	\$ -	
7.f.0	Phase 1 Site Assessment						0	\$ -	
<b>8.0</b>	<b>Public Stakeholder Outreach</b>	<b>183</b>	<b>162</b>	<b>144</b>	<b>179</b>	<b>53</b>	<b>772</b>	<b>\$ 79,451</b>	
8.a	Public Involvement Plan	7	7	14	19	0	47	\$ 4,486	
8.a.0	Public Involvement Plan	7	7	14	19	0	47	\$ 4,486	
8.b	Agency Engagement	114	64	28	20	0	226	\$ 27,146	
8.b.1	Internal Engagement	24	24	12	24	0	80	\$ 6,853	
8.b.2	Interagency Technical Team Interchange Subcommittee	90	40	16	20	0	166	\$ 20,293	
8.c	Public Outreach	68	91	142	140	58	499	\$ 47,826	
8.c.1	Stakeholder Briefings	5	5	10	10	0	30	\$ 2,816	
8.c.2	Public Meetings	37	56	82	88	4	267	\$ 25,535	
8.c.3	Materials and Notifications	26	30	50	42	54	202	\$ 19,375	
<b>9.0</b>	<b>Right-of-Way Plan</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	
9.a	ROW Plan	0	0	0	0	0	0	\$ -	
9.a.0	ROW Plan	0	0	0	0	0	0	\$ -	
<b>TOTAL HOURS AND COST</b>							<b>889</b>	<b>\$ 93,319</b>	

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## **Exhibit F**

### **Title VI Assurances**

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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**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Shoreline
- 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  
H.W. Lochner, Inc.

whose address is  
915 118th Avenue SE, Suite 130, Bellevue, WA 98005

and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Shoreline 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.

H.W. Lochner. Inc.

\_\_\_\_\_  
Consultant (Firm Name)



\_\_\_\_\_  
Signature (Authorized Official of Consultant)

05.04.2019

\_\_\_\_\_  
Date

Agreement Number:



## Exhibit G-1(b) Certification of

I hereby certify that I am the:

City Manager

Other

of the City of Shoreline, Washington, and H.W. Lochner, Inc.  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; 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 statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

H.W. Lochner, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

05.04.2017

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.

H.W. Lochner, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

05.04.2017

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 SR-523 (N/NE 145th Street) and I-5 \* are accurate, complete, and current as of 04/13/2017 \*\*

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: H.W. Lochner, Inc.

 05.04.17  
\_\_\_\_\_  
Signature Vice President  
\_\_\_\_\_  
Title

Date of Execution\*\*\*: 04/13/2017

\*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**

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

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

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

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: \$ N/A

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

N/A

Agreement Number:



# Exhibit I

## **Alleged Consultant Design Error Procedures**

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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.

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### 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.

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# **Exhibit J**

## **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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### **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.

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