

**RESOLUTION 2011-HH**

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR SIGN A CONTRACT AGREEMENT WITH ABKJ ENGINEERS**

**WHEREAS**, The Town of Eatonville's has received donated funds and a grant to design and construct the Bud Blancher Trail, and;

**WHEREAS**, ABKJ and its team has completed 30% plans for the proposed Bud Blancher Trail, and;

**WHEREAS**, the town wishes to have ABKJ and its team complete the design and bidding process for the trail project so that it may be bid in the spring of 2012, and;

**WHEREAS**, changes to the grant agreement scope and project budget requires the execution of a new consultant agreement, scope and fee, and;

**WHEREAS**, the council wishes to authorize execution of this agreement contingent upon satisfaction of special conditions under the grant agreement between the town and the RCO.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Council authorizes the Mayor to sign a consultant agreement with ABKJ Engineers not to exceed \$209,930 as attached to this resolution except work on the project shall not be authorized until which time as the special conditions in the RCO project agreement section I as authorized by resolution 2011-EE have been satisfied.

**PASSED** by the Council of the Town of Eatonville at a regular meeting this 22nd day of August, 2011.

\_\_\_\_\_  
Raymond Harper, Mayor

ATTEST:

\_\_\_\_\_  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

<b>Local Agency Standard Consultant Agreement</b>		Consultant/Address/Telephone Anderson Bjornstad Kane Jacobs, Inc 800 Fifth Avenue, Suite 2500 Seattle, WA 98104	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		(206) 340-2255	
Federal Aid Number _____		Project Title And Work Description Bud Blancher Memorial Trail (BBMT) Phase 2 - Final Design Develop 100% project plans, specifications, and estimates for bridge crossings at the Little Mashel and Mashel Rivers, and trail from the UW Pack Forest to Center Street E.	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____ <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0927987	
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> <b>Cost Per Unit of Work</b>		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date August 31, 2012
		Total Amount Authorized \$ 209,930.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ 209,930.00	

**Index of Exhibits (Check all that apply):**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work         | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates                   |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement             | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost                        |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification    | <input type="checkbox"/> Exhibit H Title VI Assurances                        |
| <input type="checkbox"/> Exhibit C Electronic Exchange of Data        | <input type="checkbox"/> Exhibit I Payment Upon Termination of Agreement      |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum               | <input type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus              | <input type="checkbox"/> Exhibit K Consultant Claim Procedures                |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase               |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional            | <input type="checkbox"/> Exhibit M-1a Consultant Certification                |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit            | <input type="checkbox"/> Exhibit M-1b Agency Official Certification           |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates             | <input type="checkbox"/> Exhibit M-2 Certification - Primary                  |
| <input type="checkbox"/> Exhibit F Overhead Cost                      | <input type="checkbox"/> Exhibit M-3 Lobbying Certification                   |
| <input type="checkbox"/> Exhibit G Subcontracted Work                 | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification               |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee     | <input type="checkbox"/> App. 31.910 Supplemental Signature Page              |

THIS AGREEMENT, made and entered into this 22 day of August, 2011,  
 between the Local Agency of Town of Eatonville, Washington, hereinafter called the "AGENCY",  
 and the above organization hereinafter called the "CONSULTANT".

**WITNESSETH THAT:**

**WHEREAS**, the AGENCY desires to accomplish the above referenced project, and

**WHEREAS**, the AGENCY 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 for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

**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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

#### **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 under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

#### **V Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

#### **VI Sub-Contracting**

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

#### **VII Employment**

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 the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964  
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973  
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973  
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975  
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987  
(Public Law 100-259)

American with Disabilities Act of 1990  
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.

### **XIII Legal Relations**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the 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 and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

#### **XIV Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

#### **XVII Certification of the Consultant and the Agency**

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

#### **XVIII 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 an amendment to this AGREEMENT.

#### **XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

By  By \_\_\_\_\_

Consultant Pong Jongjitirat Agency Town of Eatonville  
Vice President  
ABKJ, Inc.

Exhibit A-1  
Scope of Work



**SCOPE OF WORK**  
**Bud Blancher Memorial Trail**  
**Town of Eatonville**

**Phase 2 –FINAL Design**

**July 29, 2011**

**Prepared by:**



800 Fifth Avenue, Suite 2500  
Seattle, WA 98101

## Table of Contents

<b>1.0</b>	<b>Project Management &amp; Administrative</b> .....	<b>4</b>
1.1.	Reporting, invoicing, and coordination.....	4
1.2.	Meetings .....	4
<b>2.0</b>	<b>Geotechnical Services</b> .....	<b>4</b>
2.1.	Geotechnical Scope of Services .....	5
2.2.	Geotechnical Scope of Services (Optional Tasks) .....	6
<b>3.0</b>	<b>Environmental Services</b> .....	<b>6</b>
3.1.	Little Mashel Hydraulic and Hydrologic Modeling.....	11
3.2.	SEPA Checklist Revisions – Town of Eatonville.....	11
3.3.	SEPA Checklist – Pierce County Segment (Optional Task).....	11
3.4.	Critical Area Report Revisions .....	11
3.5.	Little Mashel River Bank Restoration Design .....	11
3.6.	Environmental and Land Use Permit Support .....	11
3.7.	Section 106/EO 05-05 Consultation .....	11
3.8.	Biological Assessment.....	11
3.9.	Mashel River Hydraulic and Hydrologic Modeling (Optional Task) .....	11
<b>4.0</b>	<b>Cultural Resources Assessment</b> .....	<b>11</b>
4.1.	Client and Agency Coordination .....	11
4.2.	Background Research .....	11
4.3.	Field Work.....	11
4.4.	Site Recording .....	12
4.5.	Prepare Technical Report.....	12
<b>5.0</b>	<b>Structural Design</b> .....	<b>12</b>
5.1.	Mashel River Pier Removal.....	13
5.2.	60%, 90%, and 100% Structural Design .....	13
<b>6.0</b>	<b>Civil Design</b> .....	<b>13</b>
6.1.	Drainage Design.....	14
6.2.	60%, 90%, and 100% Trail Design .....	14
<b>7.0</b>	<b>Plan Preparation</b> .....	<b>14</b>
7.1.	Plans (60%, 90%, 100%, AD-Ready) .....	15
<b>8.0</b>	<b>Quantity and Cost Estimates</b> .....	<b>15</b>
8.1.	60%, 90%, and 100% Estimate .....	15
<b>9.0</b>	<b>Specifications</b> .....	<b>15</b>
9.1.	60%, 90% and 100% specifications .....	15
<b>10.0</b>	<b>Bid Support (Optional Task)</b> .....	<b>16</b>
10.1.	Bid Support Services .....	16
<b>11.0</b>	<b>Public Outreach Support (Optional Task)</b> .....	<b>16</b>
11.1.	Public Outreach Services .....	17

## SCOPE OF WORK

### Final Design

The 30% PS&E for the Bud Blancher Memorial Trail was completed in August 2010. Due to the uncertainty of securing grant funds, the project was temporary placed on hold. Since this time, there have been revisions to the scope, including the addition of a boardwalk, removal of a concrete pier in the Mashel River, and evaluation of bank armoring of the Mashel River.

The Project work limits within the Town of Eatonville jurisdiction are from Center Street E to approximately Station 111+50 (as shown in the 30% Plans). The Project work limits within County jurisdiction are from Station 111+50 to the UW Pack Forest.

This work includes:

- Shared-use trail from Center Street E to east side of Mashel River.
- Trail improvements from Mashel River crossing to Little Mashel crossing.
- Little Mashel crossing: pre-engineered bridge, abutments, approaches, and bank stabilization.
- Mashel River crossing: pre-engineered bridge, removal of concrete pier.
- Boardwalk of approximately 30' length.
- Geotechnical site reconnaissance and findings report.
- Environmental documentation and permitting.
- Cultural resources documentation.
- Trail signage.
- Technical assistance for community outreach.

#### *Assumptions*

- State grants received for this project are assumed not to have a federal origin.
- The trail will remain as gravel from the UW Pack Forest to the west approach on the Little Mashel River.
- Other services, such as survey, utility coordination, public outreach, access and right-of-way required to complete the project will be furnished by the Town of Eatonville (Agency).
- Final Design will be completed within six months from time of Notice-To-Proceed, with anticipated 100% PS&E to be 1/30/2012

**Table A: Key Project Milestones**

<b>Key Project Milestone</b>	<b>Estimated Completion Date</b>
Notice to Proceed	8/23/2011
60% PS&E	10/14/2011
Apply for Permits	10/14/2012
90% PS&E	12/6/2011
100% PS&E	1/30/2012

## 1.0 Project Management & Administrative

The Consultant shall provide project administration and coordination with the Agency and all sub-consultants to facilitate efficient progress and timely completion of work tasks.

The Project Manager is responsible for ensuring consistent project progress on all fronts and for coordinating the work on day-to-day basis.

### Assumptions

- Status/progress updates will be provided by emails and telephone calls.
- Coordination meetings with the Agency will be scheduled on an as-needed basis. Two meetings are assumed and will be conducted at the ABKJ office.
- All requests for information received from the media, public and/or outside parties, related to activities will be referred to the Agency.
- Detailed status reports, such as Earned Value and Task Tracking Analysis, are not included.

### 1.1. Reporting, invoicing, and coordination

The Project Manager will provide project updates and report project issues that may adversely impact the delivery of the project. This will include the following tasks:

- Prepare monthly progress reports and invoicing.
- Project team management and coordination with Agency.
- Develop project PS&E schedule.

### 1.2. Meetings

The Consultant will participate in the project meetings to support the Agency on an as-needed basis. Two coordination meetings and three “as-needed” meetings are assumed and will be conducted at the ABKJ office.

### Deliverables

- Monthly invoice and progress report.
- Meeting summaries and action lists.

## 2.0 Geotechnical Services

The Work for Task 2.0 Geotechnical Services will be conducted by GeoEngineers, Inc.

PROJECT UNDERSTANDING

We understand that the scope of the project has changed. Specifically, the new project will include 100% PS&E for the previously evaluated Bridge 1 and a longer section of trail extending east from the east side of Bridge 1 to Center Street NE in the Town of Eatonville. The new trail alignment is approximately 2 miles, and includes a second bridge crossing (Bridge 2). We understand that the Town of Eatonville intends to erect a prefabricated bridge on existing abutments for Bridge 2. We also understand that this alignment will include a boardwalk structure crossing for a local drainage and that the trail will be paved with pervious concrete.

The new geotechnical scope elements include:

- Review current 30% plans for the alignment.
- Review geologic and United States Department of Agriculture (USDA) soil maps and walk the new trail alignment.
- Provide our opinions regarding USDA soil type, erosion and landslide hazard along the new alignment.
- Observe the surface soil conditions at the existing Bridge 2 abutments and provide general geotechnical opinions regarding suitability of the existing abutments to support a new prefabricated bridge.
- Explore the subsurface soil and groundwater conditions in the area of the proposed boardwalk.
- Provide geotechnical foundation support recommendations for the boardwalk.

## **2.1. Geotechnical Scope of Services**

Specifically, our scope includes the following:

1. Review geologic maps, USDA soil maps and current 30% plans for the trail alignment.
2. Walk the alignment to observe the existing site conditions pertaining to erosion and landslide hazard.
3. Provide our opinions regarding erosion and landslide hazards with respect to existing site conditions and the proposed site improvements. We will also provide a summary of USDA Soil Type(s) observed along the alignment.
4. Observe the existing surface soil conditions along the abutments at Bridge 2 and provide general geotechnical opinions regarding suitability of the abutments to support the proposed prefabricated structure.
5. Notify the one-call utility locate service to check for underground utilities in general accordance with Washington State requirements. We will coordinate with you or others you designate to help identify utilities near planned exploration locations.
6. Explore subsurface conditions in the area of the proposed new boardwalk structure by excavating up to four test pits with a backhoe. We assume the test pits will be 10 feet deep or less. GeoEngineers, Inc. will subcontract the backhoe and operator.

7. Provide geotechnical recommendations for foundation support of the proposed boardwalk structure. If requested, these recommendations can be provided commensurate with the WSDOT Bridge Design Manual, or other guidelines. Our recommendations will be limited to one option for shallow foundations and one option for deep foundations, as appropriate.
8. Provide recommendations for earthwork related to developing the proposed trail alignment. We will include our opinion as to the suitability of site soils for use as structural fill and criteria for imported structural fill. We will include recommendations for placement and compaction of structural fill.
9. Submit draft and final 100% PS&E geotechnical report presenting the results of our explorations, testing, analyses and recommendations commensurate with the 100% PS&E scope described above. Our draft report will be provided to you for review and comment. We will include mutually agreed upon revisions in our final report.
10. Review project plans and specifications to confirm that our geotechnical design recommendations are incorporated as intended.
11. If, needed explore subsurface conditions in proposed soil infiltration areas along the new trail by excavating up to six test pits with a backhoe. We assume the test pits will be 10 feet deep or less. GeoEngineers, Inc. will subcontract the backhoe and operator.
12. If needed, conduct laboratory gradation testing (ASTM D 422) and provide estimates of long-term design infiltration rates using the USDA Textural Classification method. We assume up to 12 gradation tests will be necessary to support infiltration assessments. We also assume that the infiltration media will not be used for chemical treatment and that cation exchange capacity and organic content testing will not be performed.

#### **Deliverables**

- Draft and Final 100% PS&E geotechnical report.

### **3.0 Environmental Services**

#### *The Work for Task 3.0 Environmental Services will be conducted by ESA, Inc.*

ESA has been tasked with providing environmental permitting support for proposed improvements to the approximately 3-mile Bud Blancher Memorial Trail between Center Street in Eatonville and Road 1010 near Pack Forest in Pierce County. In addition ESA will provide permitting, hydraulic and hydrologic analysis and bank stabilization design for two proposed pre-engineered steel truss pedestrian bridges over the Little Mashel River and Mashel River. ESA understands that trail improvements for the Pierce County segment west of the Little Mashel River will be limited to signage and that no earthwork will be required except for that associated with the Little Mashel Bridge.

This project is anticipated to be constructed using a mix of locally and privately funds and state-issued grants. No federal funds are anticipated at this time. ESA's scope of work for this project is described in the following task assignments.

### 3.1. Little Mashel Hydraulic and Hydrologic Modeling

**Assumptions:**

- Updated propose bridge geometry will be provided by ABKJ.
- Existing cross-section survey data will be utilized.
- This does not include a scour analysis. We assume that bridge abutments would be set back sufficiently so that a scour analysis is not required.

ESA will update the Hydraulic and Hydrologic Modeling for the Little Mashel River completed during the 30% Design Phase based on the 60%-level design information.

**Deliverables:**

- Revised Final Technical memorandum providing results of the hydraulic and hydrologic modeling of existing and project design conditions.
- Revised HEC-RAS output of existing and project conditions including set-up and results files.

### 3.2. SEPA Checklist Revisions

**Assumptions:**

- This task anticipates that the Town of Eatonville will be the sole SEPA Lead Agency for their respective segments. Should cooperating agencies be determined to be the SEPA lead agency or co-lead agencies for this project, additional coordination and document preparation may be required and will be negotiated separately.
- This task assumes the Town of Eatonville will be responsible for the cost of publication, permit fees, or third party review fees.
- This task assumes one round of review comments from ABKJ and one round of review from the Town of Eatonville on the draft SEPA Checklists.
- If work cannot be designed to meet SEPA DNS or MDNS thresholds and/or avoid significant impacts Environmental Impact Statement may be required. This additional work is not included herein.

ESA will revise the SEPA Checklist prepared during the earlier design phase. The existing checklist will be revised to include current design information for entire project. ESA assumes that a single checklist will be sufficient to meet SEPA requirements for the entirety of the proposed project.

At this time it is reasonable to assume that no additional studies would be necessary to complete the Checklist and that the Checklist can be completed using existing information or information developed as part of this scope of work. ESA will prepare one revision to the draft SEPA checklist following Town of Eatonville/Pierce County review of the initial draft.

**Deliverables:**

- Draft and Revised SEPA Checklist
- 

**3.3. Critical Area Report Revisions****Assumptions:**

- The previous assumptions associated with preparation of the CAR in force are unchanged.
- There will be no direct wetland impacts resulting from work associated with the Pierce County segment of the trail.

ESA will revise the Critical Area Report (CAR) prepared during the 30% Design based on the 60% design.

Field work for has been completed and this task includes only text revisions and editing of the existing CAS report. This task assumes a single CAR will be sufficient for permitting for both the City of Eatonville and Pierce County.

**Deliverables:****3.4. REVISED CAR –Little Mashel River Bank Restoration Design****Assumptions:**

- No more than four (4) 22"x 34" sheets will be necessary, including (1) plan view grading, (2) plan view planting, (3) sections, (4) one detail sheets. ESA's PSE package will be provided to ABKJ, who will include the information into the overall PSE package for the entire project.
- This task assumes one round of review comments from ABKJ and one round of review from the Town of Eatonville for each review cycle.
- Specifications will use Washington Department of Transportation (WSDOT) standard specification format.
- Planting plans do not extend along the trail alignment beyond the clearing limits for the bridge.
- We will provide electronic files of all draft versions in AutoCAD 2010.
- All reproduction and assembly of the PSE documents will be by others.
- This task does not include bid assistance or revisions beyond 100% design.

ESA will provide design drawings, specifications, and cost estimate for bank restoration within the project PSE package.

**Deliverables:**

- Bank Restoration Drawings for 60%, 90% and 100% Design Packages in AutoCAD 2010.
- Associated revisions to standard specifications for 60%, 90%, and 100% submittal in MW Word.

**3.5. Environmental and Land Use Permit Support****Assumptions:**

- The project will be within the jurisdiction of Pierce County and the Town of Eatonville.
- All submittal drawings associated with the permit application are to be provided by ABKJ, including the necessary number of copies.
- The permit application will be submitted by the Town of Eatonville to regulatory agencies.
- A single JARPA application for HPA will be suitable for WDFW permitting.
- This task assumes that all work will qualify as conforming uses and/or allowances or exemptions under County and Town land use code and environmental regulations.
- This task does not include attendance at any hearings or public meetings.
- The task does not include preparation of affidavits, public notices, signs, engineering review applications or building permit review applications.
- If variances, reasonable use exceptions, or non-conforming uses are required, extra work will be needed that this not included herein.

ESA will assist the Town to prepare Environmental and Land Use permit packages as required for submittal to local, state and federal permitting agencies. The Town will provide all permitting and review fees associated with the submittals and the Town will submit the permit application packages to the appropriate agencies. This task includes support by the Consultant in responding to post-submittal questions from permitting agencies up the level of effort identified in the project budget for this task. The following permits/applications are anticipated to be completed by the ESA:

- Section 404 Nationwide Permit – JARPA (US COE)
- Hydraulic Project Approval – JARPA (WDFW)
- Section 401 Water Quality Certification (Ecology)
- Coastal Zone Management Consistency Determination – (Ecology)
- Shoreline Management Act Permit – Pierce County Segment (Pierce County)
- Shoreline Management Act Permit – Town of Eatonville Segment (Eatonville)

Permit application materials will include information at a 60 percent design level for submittal to Corps of Engineers, Ecology, County, and Town and the preparation of a JARPA submittal at

90 percent design level for submittal to WDFW for HPA. Information for completion of the JARPA(s) will be compiled from existing data sources, predesign reports, 60% or 90% design information or other project-specific information generated from other tasks. No additional surveys or analysis are included in this scope of work for this task.

**Deliverables:**

- One draft electronic copy of the permit application will be provided to ABKJ for review and comment.
- ESA will revise the draft application based on comments provided by ABKJ and provide the final permit application in electronic format to ABKJ.

### **3.6. Section 106/EO 05-05 Consultation**

**Assumptions:**

- Paragon Research Associates (PRA) will lead and direct all work under this task. ESA will provide on-going coordination and assistance up to the budget approved for this task.

ESA will coordinate and assist PRA during the required Section 106/EO 05-05 Consultation by providing project descriptions and updated project information.

### **3.7. Biological Assessment**

**Assumptions:**

- ESA will prepare a Biological Assessment based on published procedures in affect at the time a notice to proceed is issued for this projects. Additional work required to address newly listed species or critical habitat or if ESA-regulated species are determined to be adversely affected by the project during the course of work. To minimize added expenditures resulting from project changes, ESA recommends that ABKJ and the Town of Eatonville provide ESA with project information containing as much detail as possible before issuing a notice to proceed.
- This task includes one joint coordination meeting with the federal lead agencies and Services.
- If work cannot be designed to avoid adverse effects to listed species, a “likely to adversely affect” biological assessment and additional coordination with the Services would be required to complete the necessary Section 7 consultation. This additional work is not included herein.

ESA will prepare a Biological Assessment reports in support of the project. ESA assumes that the projects can be designed and constructed to result in a combined “not adversely affect” determination for all listed species.

**Deliverables:**

- A Draft Biological Assessment (electronic submittal)
- Three (3) final Biological Assessments for submittal by the City or the federal lead agency.

**Deliverables:**

- Technical memorandum providing results of the hydraulic and hydrologic modeling of existing and project design conditions.
- HEC-RAS output of existing and project conditions including set-up and results files.

## **4.0 Cultural Resources Assessment**

*The Work for Task 4.0 Cultural Resources Assessment will be conducted by Paragon Research Associates (PRA).*

Project Description. The Town of Eatonville is planning to construct a trail (approximately 3 miles in length) with pedestrian bridge crossings at the junction of Rim Rocks Nisqually Mashel Trail and Little Mashel River just south of Eatonville, Pierce County. The regulatory nexus of the project has not been determined however it is expected a permit from the US Army Corps of Engineers will trigger compliance with Section 106 of the National Historic Preservation Act ("Section 106"). Approximately half of the trail will be paved, the remaining half will remain gravel; no extensive ground disturbance is expected on the non-paved segment. As this project is in the early stages of scoping the exact degree and nature of ground disturbance is not yet known. The portion of the trail outside of Town limits is not expected to be paved. The Town of Eatonville requests a cultural resources assessment to address cultural resources regulatory issues.

### **4.1. Client and Agency Coordination**

Under this task, PRA will maintain communication with client project managers as well as oversee the project schedule and the budget. PRA will contact the cultural resources technical staff at the appropriate Tribes to identify their concerns specific to the proposed project. Under this task PRA will attend one meeting with project design team.

### **4.2. Background Research**

PRA will conduct archival research with Department of Archaeology and Historic Preservation (DAHP) records to identify recorded archaeological and historic resources in and around the project area. Additional research will be conducted at the University of Washington and online. PRA will review copies of any design plans, a written project description, and copies of any prior geotechnical reports. PRA will also review available soils and geomorphic information.

### **4.3. Field Work**

PRA will conduct a surface survey of the project alignment. The subsurface survey will consist of up to 20 shovel probes. Shovel probes will coincide with the areas of planned disturbance; no more than 20 shovel probes will be extended.

Under this task the historic railroad alignment and two existing bridges will be recorded on Historic Property Inventory Forms (HPIF). No cultural materials identified will be collected. Any identified cultural material will be photographed and left in place.

#### **4.4. Site Recording**

If an archaeological site is identified PRA will document the find in the field and prepare the required paperwork for DAHP to assign a site number. PRA's field documentation will include additional shovel probes as necessary, mapping, and photography of the site to minimally document the site. Up to one site will be documented under this task.

*If no site is identified during Task 4.3, Task 4.4 budget will not be expended.*

#### **4.5. Prepare Technical Report**

##### **Assumptions:**

- ABKJ will provide copies of up-to-date design plans, a written project description, and copies or access to any geotechnical reports.
- Meetings with design team are assumed to be held at ABKJ office. .
- PRA assumes that the former railroad bed and two bridges will not be considered eligible to the National Register of Historic Places.
- PRA assumes that 3 HPIF will be prepared.

PRA will summarize the findings of our work in a cultural resources technical report. The report will meet the current SHPO standards for cultural resources assessment. PRA will submit a draft report for review by the Town of Eatonville and their selected reviewers. Upon receipt of one set of consolidated comments, PRA will revise the report. PRA will submit five bound copies and two electronic copies (in PDF format) along with electronic HPIF as the final deliverable.

##### **Deliverables**

- A Draft and Final Cultural Resources Technical Report to ABKJ.

### **5.0 Structural Design**

##### **Assumptions**

- Design will follow the requirements in the WSDOT Bridge Design Manual (BDM), LRFD Guide Specification for the Design of Pedestrian Bridges, and AASHTO LRFD Bridge Design Specifications.
- A timber pre-engineered pony truss bridge will be used for the bridge type.

- The bridge spans will be 120' length and 12' clear width.

### **5.1. Mashel River Pier Removal**

The Consultant will conduct a review of possible alternatives for the removal of the concrete pier in the Mashel River. Possible alternatives will consider site conditions and permit requirements. The Consultant will provide technical engineering support and design as required. Up to 12 hours has been budgeted for task 5.1.

### **5.2. 60%, 90%, and 100% Structural Design**

- Little Mashel Bridge Abutment Design.

The Consultant will prepare analysis and design of abutments to support a timber pre-engineered pony truss bridge. Abutment type will build upon the 30% abutment design.

- Mashel Bridge Abutment.

The existing abutments will be used to support a timber pre-engineered pony truss bridge.

- Boardwalk Design.

The Consultant will prepare analysis and design of a boardwalk to span the culvert and wetland located at approximately Station 118+25.

- Prepare Design Criteria technical memorandum.
- Perform structural design and detailing to the 60%, 90% and 100% levels.
- Design and analysis to complete 60%, 90%, and 100% plans.
- Perform quality control review of structural work.

#### **Deliverables**

- Draft and Final Bridge Design Criteria Technical Memorandum

## **6.0 Civil Design**

### **Assumptions**

- The 30% trail alignment will be maintained.
- A boardwalk will be provided to span the culvert located at approximately Station 118+25. There will be no impact to the existing culvert.
- Pervious concrete will be used for the trail surface.
- Stormwater runoff treatment and flow control are not needed.
- Traffic control is not required for this project.

- The project will be designed to meet the intent of the 2005 Pierce County Stormwater Manual.

### **6.1. Drainage Design**

The Consultant shall prepare a Stormwater Report and drainage design. The Stormwater Report will be built upon the Surface Water Technical Memorandum submitted at 30% design. Flow control analysis and treatment design is assumed not required due to the use of pervious pavement and therefore not included in this task.

### **6.2. 60%, 90%, and 100% Trail Design**

#### **Assumptions**

- Trail alignment and design will be based on 30% design.
- The trail from the Little Mashel crossing to the Mashel crossing will be 12' wide (8' width and 2' shoulders).
- The shared use-path from Center Street East to the Mashel crossing will be 14' (10' width and 2' shoulders). Future two-lane road width is assumed to be 34' (12' lanes + shoulders). There will be a 5.5' separation between the roadway and shared-use path.

#### **Shared Use-Path Design**

The shared use path from Center Street East to the east side of the Mashel River will be designed with the anticipation of the future construction of a two-lane vehicle roadway. The shared-use path alignment will be located to allow for the future 2-lane roadway.

Design of the future 2-lane roadway is not included in the scope of work.

#### **Trail Design**

- Address 30%, 60%, 90% comments.
- Design and analysis to complete 60%, 90%, and 100% plans.
- Perform quality control review of work of each submittal.

#### **Deliverables**

- Final Stormwater Report

## **7.0 Plan Preparation**

#### **Assumptions**

- This task assumes one round of review comments for each submittal from the Agency.
- Mylars will not be issued.

### **7.1. Plans (60%, 90%, 100%, AD-Ready)**

Comments from each subsequent submittal will be addressed in the 60%, 90%, 100%, and AD-Ready Plans.

#### **Deliverables**

- Electronic PDFs of 60%, 90%, 100%, and AD-Ready Plans.
- 11x17 hard copies as requested by Agency.
- Stamped of AD-Ready Plans.

## **8.0 Quantity and Cost Estimates**

#### **Assumptions**

- Cost estimates are approximate and shall be based upon prevailing average bid prices received from similar projects by Pierce County, WSDOT and from supplier correspondence.

### **8.1. 60%, 90%, and 100% Estimate**

- Prepare quantity and construction cost estimate for 60%, 90%, and 100%.
- Respond to Agency comments after each review period.
- Perform quality control review of work.

#### **Deliverables**

- Electronic delivery of 30% engineer's estimate.
- Electronic delivery of 60%, 90%, and 100% engineer's estimate.

## **9.0 Specifications**

The Consultant will prepare specifications for the construction of the bridge, abutments and trail as described in this scope of work.

#### **Assumptions**

- Preparation of the specifications will be done in accordance with APWA and WSDOT format.
- Preparation of specifications is limited to Divisions 2 through 9.
- Up to 24 hours to assist the Town with development of Division 0 and 1 specifications and necessary bid documents and forms.

### **9.1. 60%, 90% and 100% specifications**

- Prepare specifications for 60%, 90% and 100% PS&E.
- Respond to Agency comments after each review period.
- Perform quality control review of work.
- Assist the Town in preparation of Division 0 and 1 specifications.

**Deliverables**

- 60%, 90%, and 100% specifications.

## 10.0 Bid Support (Optional Task)

**Assumptions**

- ABKJ will provide plans and specifications to Builders Exchange of Washington for advertising the construction contract.
- ABKJ will collect questions from Bidders, and will distribute addenda.
- Up to 10 hours to assist the Town with Bid Support.

### 10.1. Bid Support Services

The Consultant will support the Town during the process of the Project prior to award. A total of 10 hours has been budgeted for this task which may include:

- Responding to Contractor questions on the contract documents.
- Preparation of two addenda to change the design plans, bid summary sheet, and specifications.
- Review the bid values and preparation of a statistical analysis and summary for the bid values.
- Prepare a Bid Award letter in accordance with WSDOT 2010 Specifications
- Prepare a NTP (Notice-To-Proceed) letter in accordance with WSDOT 2010 Specifications

## 11.0 Public Outreach Support (Optional Task)

**Assumptions**

- All requests for information received from the media, public and/or outside parties, related to activities will be referred to the Agency.
- Agency staff will be the primary public spokespersons in outreach to citizens and interested groups during the Project unless otherwise directed by the Agency.
- The Agency will coordinate printing and distribution and directly pay printing and mailing costs for distribution of informational materials.

- Up to 40 hours to assist the Town with Public Outreach activities.

### **11.1. Public Outreach Services**

The Consultant will support the Town during the public outreach activities of the Project. A total of 10 hours has been budgeted for this task which may include:

- Assist in developing responses to public questions and inquiries.
- Assist in drafting content for informational documents and media releases.
- Assist in community briefings.

Exhibit D-3  
Payment – Hourly Rate



Town of Eatonville Bud Blancher Memorial Trail		ABKJ WORKING SHEET							
DATE: July 28, 2011		FILL IN GREEN SHADED AREAS ONLY							
Phase 2 - FINAL DESIGN Engineering Fee Proposal		Principal	PM	Lead Bridge	Lead Civil	Engineer	Drafter	Admin	Task Hours
<b>Task 1.0 PROJECT MANAGEMENT &amp; ADMINISTRATIVE</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Reporting, Invoicing, and Coordination									
Monthly Progress Reports/Invoicing (6 months)			6					6	
Contract Agreements		4	4						
Project Coordination (Incl.3 as needed meetings)			40	4	8				BLANK
Meetings									
Site meetings (project reinitiating)		6	6		6				
Project meetings (assume 2 at ABKJ office)		2	2	2	2				BLANK
<b>Subtotal Task 1</b>		<b>12</b>	<b>58</b>	<b>6</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>98</b>
<b>Task 2.0 GEOTECHNICAL SERVICES</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Design support for Geotechnical Services									
Technical engineering support/coordination			1	2		2			
QA/QC				0					BLANK
<b>Subtotal Task 2</b>		<b>0</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b>Task 3.0 ENVIRONMENTAL SERVICES</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Design support for Environmental Services									
Technical engineering support/coordination			8			2			
QA/QC			12						BLANK
<b>Subtotal Task 3</b>		<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>22</b>
<b>Task 4.0 CULTURAL RESOURCES ASSESSMENT</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Design support for Cultural Resources Assessment									
Technical engineering support/coordination						2			
QA/QC			4						BLANK
<b>Subtotal Task 3</b>		<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Task 5.0 STRUCTURAL DESIGN</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Mashel River Pier Removal									
Background research on removal methods				2		2			
Miscellaneous design and technical support (12 hours)				4		8			BLANK
60%, 90%, and 100% Structural Design									
60%				2		24			
90%				0		16			
100%				0		8			
QA/QC		4		8					BLANK
<b>Subtotal Task 4</b>		<b>4</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>78</b>
<b>Task 6.0 CIVIL DESIGN</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
60%, 90%, and 100% Trail Design									
60%					16	80			
Site visit					6	6			
90%					16	40			
100%					8	24			
QA/QC			16						BLANK
Drainage Design									
Updates/Additional Stormwater analysis					16	16			
Prepare Final Stormwater Report					8	24	8		
QA/QC			16						BLANK
<b>Subtotal Task 5</b>		<b>0</b>	<b>32</b>	<b>0</b>	<b>70</b>	<b>190</b>	<b>8</b>	<b>0</b>	<b>300</b>
<b>Task 7.0 PLAN PREPARATION</b>		PJ	BL	JM	JS	GC/NS	DL	BW	
Civil Plans									
60%					8	40	40		
90%					8	24	16		
100%					4	20	16		
QA/QC		2			12				BLANK
Structural Plans									
60%				2		12	24		
90%				2		6	16		
100%				1		2	8		

Town of Eatonville Bud Blancher Memorial Trail		ABKJ WORKING SHEET							
DATE: July 28, 2011		FILL IN GREEN SHADED AREAS ONLY							
Phase 2 - FINAL DESIGN Engineering Fee Proposal		Principal	PM	Lead Bridge	Lead Civil	Engineer	Drafter	Admin	Task Hours
QA/QC		2		8					BLANK
Bank restoration plan Incorporate ESAA plans QA/QC			2		4		8		BLANK
<b>Subtotal Task 6</b>		<b>4</b>	<b>2</b>	<b>15</b>	<b>36</b>	<b>104</b>	<b>128</b>	<b>0</b>	<b>289</b>
Task 8.0 QUANTITY & COST ESTIMATES		PJ	BL	JM	JS	GC/NS	DL	BW	
60%, 90%, and 100% Estimates									
60%				0	2	4			
90%				0	2	4			
100%				0	2	4			
QA/QC		2	8						BLANK
<b>Subtotal Task 7</b>		<b>2</b>	<b>8</b>	<b>0</b>	<b>6</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>28</b>
Task 9.0 SPECIFICATIONS		PJ	BL	JM	JS	GC/NS	DL	BW	
60%, 90%, and 100% Specifications									
60%			16	16		8			
90%			16	8		4			
100%			8	4		4			
AD-Documents		2	22						
QA/QC		4	16						BLANK
<b>Subtotal Task 8</b>		<b>6</b>	<b>78</b>	<b>28</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>128</b>
Task 10 BID SUPPORT		PJ	BL	JM	JS	GC/NS	DL	BW	
Bid Support Services									
Miscellaneous Bid Support Services (10 hours)			10						BLANK
<b>Subtotal Task 8</b>		<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>
Task 11 PUBLIC OUTREACH		PJ	BL	JM	JS	GC/NS	DL	BW	
Public Outreach									
Miscellaneous Outreach Support Services (10 hours)			10						BLANK
<b>Subtotal Task 8</b>		<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>
SUMMARY		Principal	PM	Lead Bridge	Lead Civil	Engineer	Drafter	Admin	Task Hours
Task 1.0	PROJECT MANAGEMENT & ADMINISTRATIVE	12	58	6	16	0	0	6	98
Task 2.0	GEOTECHNICAL SERVICES	0	1	2	0	2	0	0	5
Task 3.0	ENVIRONMENTAL SERVICES	0	20	0	0	2	0	0	22
Task 5.0	STRUCTURAL DESIGN	4	0	16	0	58	0	0	78
Task 6.0	CIVIL DESIGN	0	32	0	70	190	8	0	300
Task 7.0	PLAN PREPARATION	4	2	15	36	104	128	0	289
Task 8.0	QUANTITY & COST ESTIMATES	2	8	0	6	12	0	0	28
Task 9.0	SPECIFICATIONS	6	78	28	0	16	0	0	128
Task 10	BID SUPPORT	0	10	0	0	0	0	0	10
Task 11	PUBLIC OUTREACH	0	10	0	0	0	0	0	10
<b>TOTAL HOURS WORKED</b>		<b>28</b>	<b>219</b>	<b>67</b>	<b>128</b>	<b>384</b>	<b>136</b>	<b>6</b>	<b>968</b>
<b>Direct Expenses:</b>		<b>Subconsultants:</b>		<b>Optional</b>					
Mileage	\$ 120	GeoEngineers	\$ 20,916	Total DSC + OH + Fee	\$ 106,175				
Courier, mail	\$ 50	ESA	\$ 72,173	Direct Expenses:	\$ 270				
Reproduction	\$ 100	Paragon	\$ 10,396	ABKJ Subtotal:	\$ 106,445				
	\$ 270		\$ 103,485	Sub consultants:	\$ 103,485				
		ABKJ:	\$ -	Grand Total:	\$ 209,930				
			\$ -						
<b>MAXIMUM PAYABLE:</b>									
<b>\$ 209,930</b>									
<b>CONTINGENCY FOR OPTIONAL TASKS:</b>									
<b>\$ -</b>									
<b>MAXIMUM PAYABLE WITH CONTINGENCY:</b>									
<b>\$ 209,930</b>									

**Exhibit G-1**  
**Subconsultant Fee**



## Paragon Research Associates COST ESTIMATE

DATE: 7/27/2011

PROJECT/STUDY: Bud Blancher Memorial Trail, Eatonville (Revised)

LABOR COST CATEGORY	LBR RATE PER HOUR	Task 1. Project Mgmt / Agency Coord		Task 2. Background Research		Task 3a. Fieldwork		Task 3b. Site Recording		Task 4. Technical Report	
		LBR HRS	LBR COST	LBR HRS	LBR COST	LBR HRS	LBR COST	LBR HRS	LBR COST	LBR HRS	LBR COST
Project Manager	\$137.00	6	\$ 822		\$ -		\$ -		\$ -	1	\$ 137
Principal Investigator	\$124.00		\$ -	2	\$ 248	1	\$ 124	2	\$ 248	2	\$ 248
Senior Researcher	\$106.00		\$ -	12	\$ 1,272		\$ -		\$ -	10	\$ 1,060
Historic Preservation Spec.	\$98.00		\$ -		\$ -		\$ -		\$ -	6	\$ 588
Archaeologist	\$92.00		\$ -		\$ -	12	\$ 1,104	8	\$ 736	20	\$ 1,840
Archaeological Tech II	\$74.00		\$ -		\$ -	12	\$ 888		\$ -		\$ -
Archaeological Tech I	\$63.00		\$ -		\$ -		\$ -		\$ -		\$ -
Admin/Graphics	\$76.00		\$ -		\$ -		\$ -	2	\$ 152	4	\$ 304
<b>SUB-TOTAL LABOR.....&gt;</b>		<b>6</b>	<b>\$ 822</b>	<b>14</b>	<b>\$ 1,520</b>	<b>25</b>	<b>\$2,116</b>	<b>12</b>	<b>\$1,136</b>	<b>43</b>	<b>\$4,177</b>

TRAVEL COST CATEGORY	TRAVEL	TRAVEL	TRAVEL	TRAVEL	TRAVEL
Rental Vehicle	\$ -	\$ -			
Airfare	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage	\$ -			\$ 140	\$ -
Per Diem	\$ -	\$ -			\$ -
MiscTravel (gas, parking, tolls)	\$ -				
<b>SUB-TOTAL TRAVEL.....&gt;</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140</b>	<b>\$ -</b>

OTHER DIRECT COST CATEGORY	OTHER DIRECT COSTS				
Communication			\$ -	\$ -	\$ -
Shipping/Postage					
GIS Map	\$ -	\$ -	\$ -	\$ 165	\$ 220
Reproduction	\$ -	\$ 50			\$ 50
Equipment/Supplies	\$ -		\$ -	\$ -	\$ -
<b>SUB-TOTAL OTHER DIRECT COSTS....&gt;</b>	<b>\$ -</b>	<b>\$ 50</b>	<b>\$ -</b>	<b>\$ 165</b>	<b>\$ 270</b>

COST ESTIMATE TOTAL.....>      \$ 822      \$ 1,570      \$ 2,256      \$ 1,301      \$ 4,447

GRAND TOTAL.....>      \$ 10,396

# CONSULTANT FEE ESTIMATE

PROJECT NAME: Eatonville Mashel Bridges and Trail - 100% PS&E

**Direct Salary Cost (DSC)**

Classification	Senior Principal	Principal	Associate	Project Scientist 2	Project Engineer 1	Project Scientist 1	Staff Engineer 2	Hours	Cost
SEPA Checklist Support			2		10		Engineer 2	12	\$1,810
Evaluate Conditions at Bridge 2			2		8		7	17	\$2,304
Infiltration Assessment			1		7		16	24	\$2,987
Boardwalk Explorations			2		6		16	22	\$2,662
Project Management and Engineering			2		7		7	16	\$2,159
Draft Report and Support			2		8		8	18	\$2,416
Final Report and Support			2		8		8	10	\$1,520
Plan Review			2		6		6	8	\$1,230
Labor Hours	0	0	13	0	60	0	54		
Labor Rate	\$225.00	\$200.00	\$180.00	\$145.00	\$145.00	\$140.00	\$112.00		
Cost	\$0.00	\$0.00	\$2,340.00	\$0.00	\$8,700.00	\$0.00	\$6,048.00		
<b>TOTAL DSC</b>									<b>\$17,088.00</b>

Reimbursables	Units	Unit Cost	Item Total
Associated Project Charge (APC) (6% of labor)			\$1,025
Admin Allocation (6% of labor)			\$1,025
Mileage	200	\$0.55	\$110
Equipment			\$0
Subcontracted Services (cost x 15% markup)		\$1,450	\$1,668
<b>Total Reimbursables</b>			<b>\$3,828</b>

TOTAL	\$20,916
Contingency (0%)	
<b>GRAND TOTAL</b>	<b>\$20,916</b>

**Rim Rocks Nisqually Mashel Trail/Bud Blancher Memorial Trail Final Design PSE**  
**Town of Eatonville**  
**ESA**  
 Based on Scope of Work Dated: July 28, 2011

Prepared By: B. Burke  
 Prepared Date: July 28, 2011

Task 3 - Environmental Services	Labor Category	Staff Name	Rate	Director II M. Wolfe, PE	Director I Benn Burke	Senior Associate II Steve Winter	Senior Associate I Alex Cohen	Associate III Laura Brock	Associate I R. Baker	GIS Analyst I A. Raymond	Admin S. Bjork	CAD/Graphics J. Bayer	Total	
<b>Revised Little Mashel Hydraulic and Hydrologic Modeling</b> Update and Calibrate Model Update Model Design Options Revise Technical Memorandum Revise Data Output	Subtotal hours			0.5		8	12	4					8.50	
	Reimbursable			0.5		12	12	4					12.50	
	Subtotal labor		\$ 400.00		\$ -	\$ 5,760.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,160.00	
	Subconsultant													
	<b>Revised SEPA Checklists</b> Revised Town of Eatonville Checklist	Subtotal hours			1	2		16	2	2	2	2	2	28.00
		Reimbursable			1	2		16	2	2	2	2	2	28.00
		Subtotal labor		\$ 200.00	\$ 370.00	\$ -	\$ 2,000.00	\$ 220.00	\$ 180.00	\$ 180.00	\$ 220.00	\$ 200.00	\$ 200.00	\$ 3,570.00
	Subconsultant													
	<b>Revised Critical Areas Reports</b> Field Investigations and Data Analysis (Completed) Revised CAR	Subtotal hours				0.5				8	1	0.5	2	16.00
		Reimbursable				0.5				8	1	0.5	2	16.00
Subtotal labor			\$ -	\$ 92.50	\$ -	\$ -	\$ 440.00	\$ 720.00	\$ 90.00	\$ 55.00	\$ 200.00	\$ 200.00	\$ 1,897.50	
Subconsultant														
<b>Final River Bank Restoration PSE</b> 60% PSE 90% PSE 100% PSE	Subtotal hours			16	3	40	12	8			0.5	16	76.00	
	Reimbursable			6	3	4	8				0.5	8	33.00	
	Subtotal labor		\$ 5,200.00	\$ 1,850.00	\$ 9,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55.00	\$ 3,600.00	\$ 20,305.00	
	Subconsultant													
Subtotal labor				26	10	60						132.50		
Subtotal labor												20,305.00		

**Rim Rocks Nisqually Mashel Trail/Bud Blancher Memorial Trail Final Design PSE**  
**Town of Eatonville**  
**ESA**

Based on Scope of Work Dated: July 28, 2011

Prepared By: B. Burke  
 Prepared Date: July 28, 2011

Labor Category	Staff Name	Director II M. Wolfe, PE	Director I Benn Burke	Senior Associate II Steve Winter	Senior Associate I Alex Cohen	Associate III Laura Brock	Associate I R. Baker	GIS Analyst I A. Raymond	Admin S. Bjork	CAD/Graphics J. Bayer	Total
<b>Environmental and Land Use Permit Support</b>		\$ 200.00	\$ 185.00	\$ 160.00	\$ 125.00	\$ 110.00	\$ 90.00	\$ 90.00	\$ 110.00	\$ 100.00	
Section 404 Nationwide Permit - JARPA (US COE)											
Hydraulic Project Approval - (MDFM)											
Section 401 Water Quality Certification - JARPA (Ecology)											
Coastal Zone Management Consistency Determination (Ecology)											
Shoreline Management Act Permit (Pierce County)											
Shoreline Management Act Permit (Town of Eatonville)											
Subtotal hours		0	30.5	0	36.5	0	70	0	9.5	24.5	171.00
Subtotal labor		\$ -	\$ 5,642.50	\$ -	\$ 4,625.00	\$ -	\$ 6,300.00	\$ -	\$ 1,045.00	\$ 2,450.00	\$ 20,000.00
Subtotal		\$ -	\$ 5,642.50	\$ -	\$ 4,625.00	\$ -	\$ 6,300.00	\$ -	\$ 1,045.00	\$ 2,450.00	\$ 20,000.00
<b>Subconsultant</b>											
<b>Subtotal Task 3.5</b>											
Section 106/EO 05-05 Consultation											
Coordination with PRA			4								4.00
Draft APE Letter											-
Final APE Letter											-
Subtotal hours		0	4	0	0	0	0	0	0	0	4.00
Subtotal labor		\$ -	\$ 740.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
Subtotal		\$ -	\$ 740.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
<b>Subconsultant</b>											
<b>Subtotal Task 3.6</b>											
<b>Biological Assessment</b>											
Draft Biological Assessment			8	8	50		16	8	4		105.00
Final Biological Assessment			4	4	24			8	2		46.00
Subtotal hours		0	12	12	84	0	16	16	6	5	151.00
Subtotal labor		\$ -	\$ 2,220.00	\$ 1,920.00	\$ 10,500.00	\$ -	\$ 1,440.00	\$ 1,440.00	\$ 650.00	\$ 500.00	\$ 18,680.00
Subtotal		\$ -	\$ 2,220.00	\$ 1,920.00	\$ 10,500.00	\$ -	\$ 1,440.00	\$ 1,440.00	\$ 650.00	\$ 500.00	\$ 18,680.00
<b>Subconsultant</b>											
<b>Subtotal Task 4</b>											
<b>Subtotal</b>											
<b>Total Estimate</b>											<b>\$ 72,172.50</b>