

City Of Woodland Council Agenda Summary Sheet

Agenda Item: Approval of consultant contract with BergerABAM for Scott Avenue Reconnection Project	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Agenda Item #:</td> <td style="border-bottom: 1px solid black;">Action (-)</td> </tr> <tr> <td>For Agenda of:</td> <td style="border-bottom: 1px solid black;">June 17, 2013</td> </tr> <tr> <td>Department:</td> <td style="border-bottom: 1px solid black;">Public Works</td> </tr> <tr> <td>Date Submitted:</td> <td style="border-bottom: 1px solid black;">June 11, 2013</td> </tr> </table>	Agenda Item #:	Action (-)	For Agenda of:	June 17, 2013	Department:	Public Works	Date Submitted:	June 11, 2013
Agenda Item #:	Action (-)								
For Agenda of:	June 17, 2013								
Department:	Public Works								
Date Submitted:	June 11, 2013								

Cost of Item: \$1,971,460
Amount Budgeted: \$2,000,000
Unexpended Balance: \$2,000,000

BARS #: 104 000 000 542 30 41 00 Description: Street – Professional Services

Department Supervisor Approval: *Public Works Department /s/ Bart Stepp*
Committee Recommendation: Public Works Committee voted 2-0 on 5/14/13 to forward to City Council with due pass recommendation

Agenda Item Supporting Narrative (list attachments, supporting documents):
 1) Proposed Contract and Scope of Services with BergerABAM for Scott Avenue Crossing Study.

Summary Statement:
Background:
 City Council approved a contract with BergerABAM on 5/20/13. The Public Works Director messed up, however, and provided Council with the wrong contract to approve. The attached contract is the correct WSDOT consultant agreement which BergerABAM has signed. The scope hasn't changed since our last meeting but the cost was reduced slightly because BergerABAM recently received an audit from WSDOT on their overhead rate which required them to reduce their rate.

The City issued an RFP (Request for Proposals) in January for the Scott Avenue Reconnection Project. Five RFP's were received and reviewed by a Technical Committee made up of Bart Stepp, Carolyn Johnson, Nelson Holmberg (Port of Woodland), Ken Hash (WSDOT), Brad Bastin (Cowlitz County), and Rosemary Siipola (CWCOG). The Committee then interviewed the top 3 proposer's on March 29th. Following the interviews the Committee selected BergerABAM as the consultant.

Project Scope:
 Based on the needs of the project BergerABAM created a scope of services. PWD Stepp reviewed the scope and then sat down with BergerABAM to make sure they understood the changes I wanted. BergerABAM then submitted Draft #2 of the scope of services and the consultant fee determination that is in your packet. This scope has also been reviewed by the Technical Committee.

Staff Summary and Recommendation
 Staff recommends that City Council approve the correct consultant contract with BergerABAM.

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone BergerABAM Inc. 33301 Ninth Avenue S., Suite 300 Federal Way, WA 98003-2600	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	206/431-2300 Attn: Bob Fernandes	
Agreement Number LA-7899	Project Title And Work Description City of Woodland Scott Avenue Reconnection Project	
Federal Aid Number STP-9906(039)	Environmental Documentation, Interchange Justification Report and Preliminary Engineering for Scott Avenue Reconnection	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input checked="" type="checkbox"/> Fixed Overhead Rate <u>150.57</u> % Fixed Fee \$ <u>160,908.00</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number <u>91-1422812</u> Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date <u>January 15, 2015</u>	
	Total Amount Authorized \$ <u>1,871,460.00</u> Management Reserve Fund \$ <u>100,000.00</u> Maximum Amount Payable \$ <u>1,971,460.00</u>	

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 checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input 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 checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" 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 _____ day of June, 2013,
between the Local Agency of City of Woodland, 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 "T" 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.

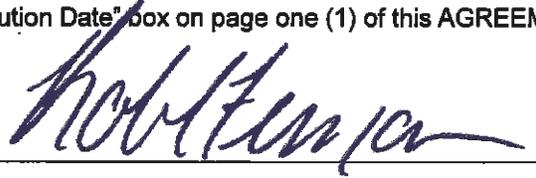
XVIII Complete Agreement

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 Robert L. Fernandes/BergerABAM Agency City of Woodland

Exhibit A-1
Scope of Services

CITY of Woodland
Scott Avenue Reconnection Project
Environmental Documentation,
Interchange Justification Report and
Preliminary Engineering

Submitted to
CITY of Woodland
Woodland, Washington

May 2013

Submitted by
BergerABAM Inc.
33301 Ninth Avenue South, Suite 300
Federal Way, Washington 98003-2300

Job No. P13.0386.00

**EXHIBIT A-1
SCOPE OF SERVICES**

**Scott Avenue Reconnection – Environmental Documentation,
Interchange Justification Report and Preliminary Engineering**

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ABBREVIATIONS

The following abbreviations are referred to throughout this scope of work.

APE	Area of Potential Effects
BA	Biological Assessment
CO	Carbon Monoxide
DCE	Documented Categorical Exclusion
DNR	Washington State Department of Natural Resources
DOE	Washington State Department of Ecology
EA	Environmental Assessment
ECS	Environmental Classification Summary
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
EnSA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GSP	General Special Provisions
HOV	High-Occupancy Vehicle
IJR	Intersection Justification Report
I-5	Interstate 5
LAG	Local Agency Guidelines
LEP	Limited English Proficiency
LOS	Level of Service
MDNS	Mitigated Determination of Non-Significance

NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
PIP	Public Interaction Plan
PSRC	Puget Sound Regional Council
PS&E	Plans, Specifications, and Estimates
QA/QC	Quality Assurance/Quality Control
ROW	Right-of-Way
SEPA	State Environmental Policy Act
SOW	Scope of Work
SR	State Route
TAC	Technical Advisory Committee
TDM	Transportation Demand Management
TEEM	TDM Effectiveness Estimation Methodology
TESC	Temporary Erosion and Sedimentation Control
TNM	Traffic Noise Model
TSM	Transportation System Management
UCO	Urban Corridors Office
USACE	U.S. Army Corps of Engineers
USDOT	U.S. Department of Transportation
USFWS	U.S. Department of Fish and Wildlife Services
WDFW	Washington State Department of Fish and Wildlife
WSDOT	Washington State Department of Transportation

**EXHIBIT A
SCOPE OF SERVICES
SCOTT AVENUE RECONNECTION
ENVIRONMENTAL DOCUMENTATION, INTERCHANGE JUSTIFICATION REPORT, AND PRELIMINARY
ENGINEERING**

INTRODUCTION

The CITY of Woodland (CITY) has identified one build alternative for the reconnection of East Scott Avenue across Interstate 5 (I-5) (PROJECT) in Cowlitz County, Washington. Under this scope of work (SOW), the CONSULTANT shall study this build alternative along with a maximum of five others and conduct activities leading to the selection of a proposed configuration for the PROJECT. Environmental effects of the proposed configuration will be evaluated in the preparation of a Documented Categorical Exclusion (DCE). In addition, the CONSULTANT shall conduct activities leading to the development of an interchange justification report (IJR). Work on the IJR shall be done in parallel and be part of the criteria for selection of the proposed action.

The environmental document shall be a combined National Environmental Policy Act (NEPA)/DCE and a State Environmental Policy Act (SEPA) Mitigated Determination of Non-Significance (MDNS) with an assumed year of opening of 2018 and a design year of 2040. It shall meet the requirements of the NEPA with respect to possible actions by the Federal Highway Administration (FHWA). The supporting NEPA documentation will be used to meet requirements of the SEPA.

The CITY reserves the right to add any or all of the following work to this agreement: right-of-way (ROW) plans; additional environmental documentation; plans, specifications, and estimates; construction services; and additional services of an undetermined nature. At its option, the CITY may elect to do any or all of the additional work noted under separate agreements.

PHYSICAL PROJECT LIMITS

The immediate PROJECT area is approximately located along Scott Avenue from Down River Drive to Old Pacific Highway, and along I-5 from the Dike Access Road interchange to the State Route (SR) 503/Lewis River Road interchange. The roads, intersections, and interchange improvements, if implemented, would reduce congestion and improve freight mobility in the Woodland industrial area. The PROJECT limits for the physical roadway improvements are anticipated to be as follows.

- On West Scott Avenue – From Down River Drive to I-5
- On East Scott Avenue – from I-5 to Old Pacific Highway
- On I-5 – at East/West Scott Avenue

The PROJECT limits for the traffic analysis and modeling will include the physical roadway limits as stated above with the following additions.

Freeway

- I-5 from Dike Access Road Interchange to SR 503
- West Scott Avenue from the railway crossing west of Down River Road to Down River Road

Intersections

- In addition to the freeway segments listed above, and the interchanges within the limits of those segments, the project limits will include up to 17 intersections. Any new intersections created by the proposed access point revision will be included in the 17 intersection total. Alternative intersection configurations, geometries, and traffic control strategies do not constitute additional intersections.

SCOPE OF SERVICES

This SOW details work elements needed to support the CITY in the selection of a preferred configuration, as well as NEPA and IJR documentation of the PROJECT. The SOW shall consist of the following major work elements.

- Work Element 1 – Project Management
- Work Element 2 – Public Involvement
- Work Element 3 – Consensus Building
- Work Element 4 – Base Mapping
- Work Element 5 – Configuration Selection
- Work Element 6 – Environmental Review and Documentation
- Work Element 7 – Travel Demand Forecasting
- Work Element 8 – Interchange Justification Report
- Work Element 9 – Preliminary Engineering

GENERAL ASSUMPTION(S)

- All communications with resource agencies and the CITY will be coordinated through CITY's public works director and/or his designee, unless otherwise authorized.
- In addition to PROJECT limits identified above, it is assumed that intersections analyzed will be generally bounded by Dike Road to the north, Old Pacific Highway to the east, Lewis River Road and Davidson Avenue to the south, and North Pekin Road to the west.
- All aspects of coordination of the work completed by the CONSULTANT that is required with outside agencies, groups, or individuals shall receive advance approval by the CITY's Public Works Department. The DCE and IJR shall conform to the Washington State Department of Transportation (WSDOT) standards and shall be developed in accordance with the latest editions, amendments, and revisions of the publications listed in this document, including all updates. The CONSULTANT shall make changes or amendments in the detail of work, as described within this SOW, as requested by the CITY, or as authorized as extra work.

- Work detailed in this SOW shall be completed in accordance with the schedule below and per the project schedule developed under Task 1.6.

Phase 1 – Environmental Documentation, NEPA/ SEPA, IJR, and Preliminary Engineering

CONSULTANT Notice to Proceed	May 2013
Preliminary Environmental Documentation	August 2013
Alternatives Development/Screening	November 2013
NEPA DCE Complete	April 2014
SEPA MDNS	April 2014
Draft IJR	May 2014
IJR Complete	July 2014
Preliminary Engineering	September 2014

- This SOW assumes that the CONSULTANT shall perform all design tasks necessary to complete the alternatives screening process and to support the selection of a recommended configuration.
- Traffic volumes generated from the 2035 AM and 2040 PM peak travel demand forecasting and preliminary operational analysis data for year 2040 AM and 2040 PM peak will be used in the alternatives screening process.
- The CONSULTANT shall operate similar to and shall fully support the CITY’s Public Works Department. When alternatives are being considered or decisions are being made, the CITY, along with WSDOT and/or FHWA, will make final decisions.
- For any field investigations, acquiring the permission of private landowners whose property would be visited will be the responsibility of the CITY. Permission must be obtained prior to fieldwork on privately owned land. Right-of-entry permits may take up to 60 days to acquire.
- The CONSULTANT shall use the following computer software in the performance of the engineering and design work for this contract. All files shall be provided in an IBM-compatible format.
 - Engineering software: InRoads (version 08.08.00.46, or latest)
 - CAD software: Bentley MicroStation (version 8.05.02.70, or latest) and AutoCAD (version currently used by CITY)
 - Drainage software: Stormshed and MGS Flood w/Continuous Rainfall Model
 - Scheduling software: Microsoft Project or Primavera P6
 - Microsoft Office, Word, Excel (latest version)

- English units for plans, engineering, and environmental documents
- It may be necessary for the CITY and WSDOT to acquire ROW for this project.
- The PROJECT will not require a Section 404 permit.
- When used, the term “minor revisions,” denotes revisions that address typographical, and/or grammar edits, and or specific comments from a reviewer that do not require additional analysis and that will not expand the scope of work and/or prior work findings.

Work Performed by the CITY

Throughout the duration of the project, the CITY will perform services, furnish information, and answer questions on CITY standard procedures for plan preparation.

The following services will be performed by the CITY.

- The CITY will acquire any rights-of-entry required to perform this task work.
- The CITY will assist the CONSULTANT, if required, in obtaining information from and/or coordination with other agencies.

WORK ELEMENT 1: PROJECT MANAGEMENT

The CONSULTANT shall conduct general Project Management and Project Administration activities throughout the life of the PROJECT. Management and Administration activities will include Quality Control, Monthly Progress Reporting and Billing, and Progress Meeting(s) as described in Subtasks 1.1 to 1.5 below.

Task 1.1 – Implement Quality Control Program

The CONSULTANT shall conduct quality control on all PROJECT deliverables as outlined in BergerABAM’s internal Quality Assurance/Quality Control (QA/QC) Plan.

Task 1.2 – Monthly Progress Reports and Billings

The CONSULTANT shall prepare monthly progress reports, in a form approved by the CITY, that outlines in written and graphical forms the various phases of the work, and the order of performance, in sufficient detail so that the progress of the work can be easily evaluated. These reports shall

- Highlight project milestones
- Target potential problem areas needing special attention or coordination prior to delays occurring and provide a proposal for addressing problem areas
- Outline activities planned for the next period
- Compare actual work progress with contractual obligations
- Show the current and cumulative financial status of the DCE project

- Show work complete (%) versus budget expended (%) for major tasks

Progress reports shall include current scheduling reports, indicating all progress to date and resources expended. Progress shall be monitored and reported in diagram and quantitative forms to present a clear, concise, and understandable picture of the project status. This update shall also include any changes in schedule, sequence, or resource loading. If any schedule delays have occurred, a plan for bringing the work back on schedule, and back on budget, shall be included.

Invoices shall be prepared by the CONSULTANT in a form and detail as approved by the CITY, and submitted on a monthly basis. These shall be supported by detailed record keeping closely tracking the project budget and expenditures.

Deliverable(s)

- Monthly progress reports, incorporating project schedule revisions as appropriate (electronic copy)
- Monthly invoices

Task 1.3 – Biweekly Progress Meeting(s)

The CONSULTANT and a representative from the CITY’s Public Works Department shall meet on a biweekly basis to review the progress of the project. Meeting(s) shall be conducted on an informal basis and held at the CONSULTANT’s Vancouver office, or a location chosen by the CITY. It is assumed that there shall be 26 biweekly progress meetings. Progress meetings shall include in attendance two staff (on average) from the CONSULTANT at each meeting, in addition to representatives from subconsultant team members when appropriate.

Deliverable(s)

- Twenty-six meeting agendas
- Twenty-six meeting notes

Task 1.4 – Project Administration

The CONSULTANT shall coordinate with subconsultants regarding contracting procedures, shall prepare and execute contracts with individual subconsultants, and shall address contract-related issues with the subconsultants as they arise during the project. As part of this task, the CONSULTANT shall also provide as-needed support to the CITY in the internal administration functions of the PROJECT. This support may include participation at Council briefings and or internal CITY memo preparations.

Assumption(s)

- The CONSULTANT shall participate in a maximum of four Council briefings and prepare a maximum of 12 internal CITY memos.

Task 1.5 – Project Schedule

The CONSULTANT shall prepare a project schedule that includes completion of all items identified in this SOW.

The CONSULTANT's project manager shall conduct the project tracking, document control, and coordination efforts necessary for project execution. These efforts shall include the continuous tracking of schedules, budgets, and products; coordination with subconsultants relating to work in progress; and coordination with WSDOT.

WORK ELEMENT 2: PUBLIC INVOLVEMENT

Task 2.1 – Public Involvement Plan

The CONSULTANT will develop a public involvement plan (PIP) that includes the following elements.

- Public involvement goals (i.e., education on the project and environmental process, effective stakeholder engagement), and public involvement schedule
- Target audiences (i.e., businesses, community groups, public agencies, Tribes, key stakeholders, public officials, and broader public interests)
- Outline the focus and timing of the stakeholder, community, and public open house meetings
- Identify communication tools (newsletters, posters, interactive web site, presentations, and media release content), including approaches to solicit input of those traditionally underserved by transportation (environmental justice and Title VI populations)
- The procedures for acknowledging, considering, and responding to public comments

To develop the necessary background information to complete the PIP, the CONSULTANT will

- Create an aerial map of the project area with property ownership and businesses labeled on the map.
- Gather demographic data from the 2010 Census to identify the general locations of minority and low-income populations within the study area. The 2010 Census data and local school districts data shall also be reviewed to determine if populations in the study area will require special accommodations in compliance with the Limited English Proficiency (LEP) Act to include citizens who may traditionally be left out of the public process. This data is collected in Task 6.9, Environmental Justice. The CONSULTANT shall modify this public process as appropriate for the specific customers identified for these project improvements, and shall use this process outline as Appendix A of the draft study plan. Demographic data will be used in the preparation of NEPA documents outlined in Tasks 6.8, 6.9, and 6.10.

Assumption(s)

- CITY will respond to all media inquiries and serve as the public information officer for this PROJECT
- CITY will provide input on targeted audiences

- The CITY will provide any additional information on hand regarding minority and low-income communities, and any known stakeholders from these communities that should be engaged in the design process

Deliverable(s)

- Minority and low-income population maps
- Property and business ownership aerial map
- Draft PIP (electronic copy) (one review)
- Final PIP (electronic copy) (one review)

Task 2.2 – Stakeholder Interviews

As part of developing the Public Involvement Plan and in coordination with the CITY, the CONSULTANT will identify up to 25 key stakeholder interviews. The stakeholders are likely to include local businesses and neighborhood representatives within the project area, key community leaders, and others in the community with a significant interest in the project as identified by the CITY. The purpose of the interviews is multidimensional: To understand their expectations (and/or concerns) about the project; to learn the most effective means of communicating with and providing information to them; and to consider feedback from these interviews as part of the alternative design process. At the conclusion of the interviews, the CONSULTANT will prepare a summary of comments received along with a set of critical observations. To promote candor, summary comments shall not be attributed to individuals.

Assumption(s)

- Up to 25 stakeholders will be identified for interviews
- The CITY will provide e-mail and phone contact info for each stakeholder identified
- Two reviews of stakeholder questions by the CITY
- CONSULTANT will schedule and conduct all interviews
- CITY will provide accessible venue(s) to conduct interviews

Meeting(s)

- One meeting with the CITY to identify stakeholders to interview and to develop draft questions

Deliverable(s)

- Initial development of proposed stakeholders list for interview
- Draft and final interview questions (one review)
- Up to 25 stakeholder interviews
- Draft (one review) and final summary report of stakeholder findings and key observations

Task 2.3 – Newsletters and Posters

The CONSULTANT shall prepare one initial project newsletter and up to three updates as the project design progresses. The target audience shall be based on a zip code mailing, as identified in the PIP described in Task 2.1 and key stakeholders identified by the CITY. The CONSULTANT will finalize, print, and mail the newsletters and provide the CITY copies for distribution at CITY offices. In addition to mailing, these newsletters will each be posted to the project website and distributed by the CONSULTANT in printed format to area businesses and

other locations that receive public foot traffic. Alternative language versions of the newsletters can be provided if census analysis identifies trigger level populations of minority or low-income residents as defined under NEPA/Title 6.

The CONSULTANT shall also prepare a project poster announcing the open house meeting described in Task 2.3 below. The CONSULTANT shall produce and post the final posters at businesses and other conspicuous, highly visible public locations in the project area. The CONSULTANT shall translate and post in locations that will capture the attention of those identified groups typically not included in transportation planning. Alternative language versions of the newsletters can be provided if census analysis identifies trigger level populations of minority or low-income residents as defined under NEPA/Title 6.

Assumption(s)

- The CONSULTANT will handle printing and mailing of newsletters and printing of posters
- One alternate language translation of Newsletter or Poster (three times max)
- All printed and/or e-mailed information will include link URL to website, which will be identified as the project information hub

Deliverable(s)

- One original newsletter and up to three updated newsletters for mailing (one draft review and one final for each)
- Posters (one draft review and one final)

Task 2.4: Project Website

The CONSULTANT will design, host, and maintain a robust, interactive website with five to eight web pages that will provide detailed information about the project. It will contain a home page, a how-to-get-involved page, an explanation of the project, a project schedule, notices of upcoming events, pertinent project documents, photos of the site, sign up option to receive project e-mail updates, and a comment section for public questions and feedback. The CONSULTANT will complete substantive updates to the site up to five times as the project progresses, but in no case should the site support more than the stated eight pages. In addition, CONSULTANT will add new project documents routinely as they become available.

Prior to the open house, one major update will include adding all of the open house information to the website, creating an on-line version of the in-person public event, including the opportunity to comment on each of the potential design alternatives.

In the interest of sustainability practices, project materials will be posted on the website and persons attending the public meetings will be provided information directing them to the website and what they will find there.

Assumption(s)

- The CITY will provide prompt reviews of website outline, content drafts, and design drafts (one review each)

- The CITY will provide review and comment within two working days on content to be added to the site after the initial launch
- The CONSULTANT will purchase a website URL and host the website. The site will include five to eight 8 pages
- The CITY will reimburse the CONSULTANT for all website setup expenses
- All printed and/or e-mailed information will include link URL to website, which will be identified as the project information hub
- The CITY will provide a link to the project home page from the CITY website

Deliverable(s)

- Fully functioning website with up to eight pages of content, hosted by the CONSULTANT
- Up to five substantive updates will be made and, when applicable, new content added to the website

Task 2.5 – Open House

The CONSULTANT shall support the CITY in the planning, preparation, and facilitation of the public open house. The focus of the open house will be to inform local residents, area businesses, property owners, and the community at large of the project features and schedule, and gather input on the design alternatives. The CITY will identify and secure an appropriate venue (location) for the open house.

The CONSULTANT will develop a public meeting plan that identifies process, format, necessary displays, staffing for the meeting, advertising/public notice needs, and preparation schedule. The CONSULTANT will prepare all open house materials, including exhibits and/or other materials such as a PowerPoint presentation, comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. Limited copies of the most current project newsletter will also be available explaining the project background, purpose and need of the project, project area, project schedule, design alternatives, and project contact information. All printed materials will promote the available on-line open house option for people unable to attend the live event. Exhibits will be developed that identify the project area, proposed alternatives, areas of impact, alternative evaluation criteria, and the project schedules. The comment form shall solicit comments from the meeting attendees. The CONSULTANT will prepare a summary of the meeting including tabulation of the written comments received.

Assumption(s)

- The CITY will provide key staff to attend the open house
- Open house will be advertised through the posters and/or mailed newsletter described in Task 2.2, and through display advertising in the local newspaper
- All printed and/or e-mailed information will include link URL to website, which will be identified as the project information hub

Meeting(s)

- One open house planning meeting with CITY staff

Deliverable(s)

- Preparation of a public meeting plan (one draft and one final)
- Set-up, staffing, and facilitation of public open house meeting
- Meeting notes (electronic copies) (one draft and one final)
- Meeting materials: sign-in sheets and comment forms (electronic copy plus hard copies for the meeting)
- Updated project website to include interactive, online open house opportunity
- One summary of written comments received from open house
- Maximum of six 2- by 3-foot exhibits/boards (one draft and final)

WORK ELEMENT 3: CONSENSUS BUILDING**Task 3.1 – Chartering Meeting**

The CONSULTANT shall plan and host a 2-hour team chartering session to confirm roles and responsibilities of the Executive Committee (EC), Technical Advisory Committee (TAC), and Project Advisory Group (PAG), as well as endorse an overall decision process, project goals and objectives, and project hindrances and opportunities. The CONSULTANT shall facilitate chartering and prepare a team chartering technical memorandum outlining the overall project goals and objectives, roles and responsibilities, and decision process. The CITY will facilitate gaining consensus on the memorandum from EC, TAC, and PAG members.

Deliverable(s)

- Endorsed team chartering technical memorandum

Task 3.2 – Technical Advisory Committee Support

The TAC has been formed and consists of the members that reviewed the RFPs and interviewed the consultants. The CONSULTANT shall serve the TAC in an advisory capacity and as a meeting facilitator and organizer, and shall not be included as a member of the team. The TAC's participation in the PROJECT will loosely follow some of the guidelines in Section 220.04 (3) of WSDOT's Design Manual. The CONSULTANT shall provide support to the CITY at a maximum of 12 TAC meetings. The CONSULTANT will, in collaboration with the CITY, prepare a draft and final TAC charter and operational protocols, meeting agenda, distribute meeting notices to the members of the TAC, facilitate TAC meetings, and prepare and distribute meeting summaries to TAC members.

Assumption(s)

- TAC meetings will be held either at the Port office or CITY Council Chambers.
- The CITY will prepare and process selection/appointment letters to the TAC members.

Meeting(s)

- Maximum of twelve 2-hour meetings

Deliverable(s)

- Draft and final TAC charter and operational protocols
- Meeting agendas, notification, facilitation, and summaries for 12 meetings (one electronic copy)

Task 3.3 – TAC Recommendation on the Proposed Configuration

Included in Task 5.4.

Task 3.4 – Executive Committee Support

The CITY will identify, recruit, and/or appoint potential EC members. The CONSULTANT shall serve the EC in an advisory capacity and as a meeting facilitator and organizer, and shall not be included as a member of the team. The CONSULTANT shall provide support to the CITY at a maximum of four EC meetings. The CONSULTANT will, in collaboration with the CITY, prepare a draft and final EC charter and operational protocols, meeting agenda, distribute meeting notices to the members of the EC, facilitate EC meetings, and prepare and distribute meeting summaries to EC members.

Assumption(s)

- EC meetings will be held at the CITY office
- The CITY will determine the makeup and number of individuals on the PROJECT's EC. The CITY will prepare and process selection/appointment letters to the EC members

Meeting(s)

- Maximum of four 2-hour meetings

Deliverable(s)

- Draft and final EC charter and operational protocols
- Meeting agendas, notification, facilitation, and summaries for four meetings (one electronic copy)

Task 3.5 – Project Advisory Group Support

The CONSULTANT will work with the CITY to identify potential PAG members. The CITY will recruit and/or appoint potential PAG members. The CONSULTANT shall serve the PAG in an advisory capacity and as a meeting facilitator and organizer, and shall not be included as a member of the team. The CONSULTANT shall provide support to the CITY at a maximum of six PAG meetings. The CONSULTANT will, in collaboration with the CITY, prepare a draft and final PAG charter and operational protocols, meeting agenda, distribute meeting notices to the members of the PAG, facilitate PAG meetings, and prepare and distribute meeting summaries to PAG members.

Assumption(s)

- PAG meetings will be held in the CONSULTANT's office
- The CITY will determine the makeup and number of individuals on the PROJECT PAG. The CITY will prepare and process selection/appointment letters to the PAG members

Meeting(s)

- Maximum of six 2-hour meetings

Deliverable(s)

- Draft and final PAG charter and operational protocols
- Meeting agendas, notification, facilitation, and summaries for six meetings (one electronic copy)

WORK ELEMENT 4: BASE MAPPING**Task 4.1 – Survey and Base Map**

The CONSULTANT will prepare a refined topographic base map of the project area described in the PROJECT limits section of this contract using GIS data, and existing base mapping information provided by the CITY. The CONSULTANT shall use this GIS base map to develop initial PROJECT alternatives. The initial GIS base map shall also include known location of existing utilities as identified via GIS and field observations. Once the alternatives have been screened, the CONSULTANT shall perform additional topographic survey to obtain more precise information as it relates to number and size of properties and or natural features that may or will be affected by the top alternatives.

Assumption(s)

- The CITY will provide available base mapping information
- The CITY will obtain GIS property line data from the County
- The CITY will obtain base mapping information of I-5 and SR 503 from WSDOT
- The CITY will obtain necessary rights-of-entry required to conduct field surveying. The CONSULTANT will prepare all paperwork associated with obtaining rights-of-entry
- Initial utilities investigation will not include pot-holing and/or exact positioning of utilities
- Additional (non-GIS) topographic survey will not exceed 10 acres in size
- ROW and property boundary information will be provided by the CITY in electronic shapefile format
- Additional topographic survey may be needed to perform preliminary engineering design. Contract will be supplemented to include the effort needed to perform additional survey for preliminary engineering

Deliverable(s)

- Copies of field notes
- Survey control worksheet – paper copy
- Coordinate point data listing – paper copy and ASCII file
- Engineering base map and digital terrain model – MicroStation and AutoCAD

WORK ELEMENT 5: CONFIGURATION SELECTION

Task 5.1 – Develop Screening Process for Alternatives and Matrix

The CONSULTANT shall develop a two-level screening process to rate alternatives and identify the configuration that will best address the goals of the PROJECT. The first level of screening (Level 1) will serve to identify and eliminate fatally flawed alternatives. All fatally flawed alternatives will be excluded from further analysis or consideration. The CONSULTANT shall document reasons for fatal flaw rating. The second level of screening (Level 2) will be a more detailed analysis that will include all identified environmental disciplines; traffic analysis using the Woodland Transportation Infrastructure Strategic Plan (2008) and the Traffic Impact Study for the New Woodland High School (2012) traffic operations and travel demand models; and a cost benefit analysis as described in Task 5.3.

The CONSULTANT shall develop screening criteria and a screening/decision matrix as a numerical and/or rating system to document the quantitative comparison of alternatives being screened. Screening criteria shall include the ability for the alternative to obtain IJR approval by WSDOT and/or FHWA, as well as compatibility with the PROJECT's purpose and need statement. The screening matrix may contain criteria, such as transportation, cost, impacts, and environmental factors. The CITY and the TAC will use the matrix for comparing and selecting alternatives.

Deliverable(s)

- Draft screening criteria (electronic copy)
- Final screening criteria (electronic copy)
- Screening/decision matrix (10 hard copies)

Task 5.2 – Alternatives Evaluated

The CONSULTANT shall evaluate build alternatives, limited construction alternatives, and the no-action/build alternative.

Task 5.2.1 – Identification of Alternatives and Brainstorming Session

The CONSULTANT shall develop alternatives to meet the established goals for the PROJECT. As part of this work, the CONSULTANT will host a brainstorming session with TAC and PAG members and/or other CITY personnel to identify potential build alternatives. The CONSULTANT will develop a maximum of five new alternatives, along with the starting point alternative. Thus, a maximum of six build alternatives will be analyzed in the alternatives screening effort. Each build alternative shall meet the criteria shown in Title 23-CFR, Part 771, Section 111(f)(1), (2), and (3).

- Connect logical termini and be of sufficient length to address environmental matters on a broad scope
- Have independent utility or independent significance (i.e., be usable and be a reasonable expenditure even if no additional transportation improvements in the area are made)

- Not restrict consideration of alternatives for other reasonably foreseeable transportation improvements

The CONSULTANT shall prepare maps and plans or sketches showing the existing and each of the proposed build alignment alternatives, typical roadway sections and project limits, to aid the TAC in their evaluation and screening efforts. The CONSULTANT shall summarize the configuration and attributes of each of the build alternatives in a technical memorandum.

Assumption(s)

- The CONSULTANT will perform engineering design of build alternatives to a maximum of 5 percent level.

Meeting(s)

- One brainstorming session meeting

Deliverable(s)

- Technical memorandum describing build alternatives with graphics (electronic copy)

Task 5.2.2 – Limited Construction Alternatives

The CONSULTANT will analyze a maximum of 20 limited and/or no construction alternatives as discussed in this section. These alternatives evaluate whether other improvements or strategies could meet the purpose and need of the proposed project. The analysis conducted on these alternatives will be a high-level planning analysis and will not include detailed level-of-service and quantification of traffic operations. Limited construction alternatives will include: transportation system management (TSM), increased use of carpools, staggered work hours, expanded mass transit, and improving the existing facility as described below. The transportation demand management (TDM) and TSM TEEM model developed by WSDOT will be used to assist with the analysis of TDM and TSM alternatives.

Transportation System Management Alternative: The FHWA Technical Advisory T 6640.8A, page 15, shall provide the guidance for this alternative. The CONSULTANT shall confirm with text that this alternative does or does not meet the purpose and need of this project as a stand-alone alternative. This limited construction alternative is usually relevant only for major projects proposed in urbanized areas over 200,000 populations. The TSM alternative includes those activities that maximize the efficiency of the present system. Possible subject areas to include in this alternative are options, such as fringe parking, ridesharing, high-occupancy vehicle (HOV) lanes on existing roadways, and traffic signal timing optimization.

Increased Use of Carpools Alternative: The CONSULTANT shall confirm with text how this alternative may or may not meet the purpose and need of the PROJECT. Factors to consider would be the origin/destinations of trips (the number of trips of a recreational nature [tourist] into and out of the region, cargo to and from the east, etc.), if there exists or are planned park and pool lots in the corridor, and if there is a ride matching service available in Cowlitz and Clark counties.

Staggered Work Hours or the Four-Day Work Week Alternative: Although not within the jurisdiction of the FHWA or WSDOT, the CONSULTANT shall discuss how this alternative may or may not contribute to meeting the purpose and need for the project.

Expanded Mass Transit Alternative: The FHWA Technical Advisory T 6640.8A, page 15, shall provide the guidance for this alternative. This alternative includes those reasonable and feasible transit options (bus systems, rail, etc.) even though they may not be within the existing FHWA funding authority.

Improving the Existing Facility Alternative: This alternative would typically involve non-major construction, such as localized widening for additional truck climbing/slow vehicle passing lanes, safety improvements, and upgrading the existing highway through resurfacing and channelization projects.

Local Street Alternatives: This alternative would typically involve improvements, and upgrading the surrounding network of local road. Projects included in the CITY's Capital Improvement Program would be considered under this alternative. This alternative would evaluate whether local street improvements could potentially eliminate the need for the proposed improvements.

Task 5.2.3 – No-Action Alternative

The CONSULTANT shall use existing maps, as-built drawings, and/or survey data to establish the features and configuration of the No-Action Alternative.

Task 5.3 – Geotechnical Reconnaissance Memo

The CONSULTANT shall prepare a Preliminary Geotechnical Site Evaluation Memorandum in support of the Configuration Selection. This memorandum shall contain

- A summary of the geologic and geotechnical site conditions, including seismic hazards, based on a review of readily available geologic maps, geotechnical reports, and existing subsurface information, and an engineering geologic site reconnaissance. No subsurface explorations will be performed as part of this scope of services
- An evaluation of foundation and/or ground improvement alternatives suitable for support of the preferred configuration structures and embankments
- An evaluation of retaining structures suitable for the preferred configuration
- An evaluation of the design configuration alternatives with respect to in-place soil and/or groundwater contamination remedies and remaining contamination that are identified by others
- Geotechnical construction considerations as they relate to selection of the preferred configuration

- Anticipated scope of future geotechnical work required to fully evaluate PROJECT site and to complete geotechnical PROJECT design

Assumption(s)

- The CITY will provide the CONSULTANT copies of geotechnical reports submitted to the CITY Planning and Building Department for other developments in the vicinity of the PROJECT.

Deliverable(s)

- Draft Preliminary Geotechnical Site Evaluation Memorandum (electronic copy)
- Final Preliminary Geotechnical Site Evaluation Memorandum (electronic copy and five hard copies)

Task 5.4 – Alternatives Screening

The CONSULTANT shall conduct the two-level screening of alternatives per the identified criteria developed in Task 5.1 above. The CONSULTANT shall prepare a technical memorandum on fatal flaw screening following the completion of the Level 1 screening process. For purposes of estimating, a maximum of six build alternatives will be carried forward into the Level 2 screening. Following the completion of the Level 2 screening, the CONSULTANT shall prepare a position paper as a recommendation for review by the TAC to document the process and results of screening. The alternatives shall fall into the two categories of “Alternatives Considered and Rejected” and “Proposed Action.” A concise discussion of how and why the Proposed Action was selected for detailed study and why other alternatives were eliminated from a detailed study shall be included in the alternatives analysis. The alternatives analysis will be used as a basis for discussion of alternatives in the IJR.

Deliverable(s)

- Technical memorandum on Level 1 (fatal flaw) screening (one electronic and 10 hard copies)
- Technical memorandum on Level 2 screening (one electronic copy and 10 hard copies)
- Position Paper for TAC and PAG review

The TAC will make a recommendation for a proposed action to be documented and further analyzed in the DCE and IJR. The CONSULTANT shall prepare and submit the draft TAC recommendation letter to the TAC to concur with or modify. This recommendation shall contain

- A description of all alternatives considered
- A description of the alternative to be considered in the DCE and IJR, and why it was chosen
- Identification of impacts and possible mitigation
- A discussion of controversial areas and coordination proposed to resolve them
- Identification of any changes in the proposal as originally defined, and why changes were made

As part of this task element, the CONSULTANT shall make briefings to CITY Council, Port, and/or other entities that will participate in the final selection of the preferred configuration.

Assumption(s)

- A maximum of four briefings shall be assumed for this work element.

Deliverable(s)

- Draft TAC recommendation letter (one electronic copy and 10 hard copies)
- Final TAC recommendation letter (one electronic copy and 10 hard copies)

Task 5.5 – Value Engineering Study

Following the identification of the recommended configuration and sufficient completion of the preliminary engineering tasks described in Work Element No. 9, the CONSULTANT shall conduct a Value Engineering (VE) study of that will examine a maximum of four alternatives.

The VE study for the Scott Avenue Reconnection Project, City of Woodland, will take a two-phase approach and follow the SAVE International six-step VE methodology, which conforms in scope, content, and product with the criteria of the FHWA's Engineering Policy and the Washington Department of Transportation Design Manual Chapter 310 value engineering guidance. The first phase will include design alternatives review and analysis, identification of a VE team (VET) recommended alternative(s), and VE options to improve on the recommended alternative(s). Phase one will be completed following screening of design alternatives by the project design team (PDT) and prior to preparation of a recommendation letter to the TAC and selection of the preferred alternative by the CITY.

The second phase will include a detailed review of the 25 percent design documents of the preferred alternative and analysis of VE options to improve the design. Phase two will be completed following completion of the 25 percent design and cost estimate. The VET will consist of independent engineering consultants who are experienced in the design and construction of transportation and bridge projects and who are not involved in the design of the Scott Avenue Reconnection Project.

5.5.1 - VE Methodology

In accordance with the six-step VE methodology, each phase of the study will begin with the information step in a kick-off meeting with the TAC and PDT and progress through function analysis, creative speculation, evaluation and alternatives development, concluding with a presentation of study results back to the TAC and PDT.

5.5.2 - Phase 1 Approach

Our approach will generally follow the sequence below.

- The PDT project manager and VE facilitator will hold a prestudy conference call one to two weeks prior to the study with representatives of the CITY to gain an understanding of the issues of concern and expectations for the study.
- The VET will meet with the TAC and PDT the morning before the study workshop to be briefed on the project goals, determine functions the project must accomplish, and prioritize performance factors for evaluating the design alternatives. The PDT and VET will tour the

site after lunch, followed by a presentation by the PDT of the design alternatives, constraints, and issues.

- The following day, the workshop will begin with the VET discussing observations from the design presentation and site visit. The team will analyze the problem(s) to be solved and project requirements to better understand the functions the project must deliver to be successful. Over the next two days, the VET will analyze the design alternatives relative to the project goals, functional requirements, project constraints, technical considerations, budget, and performance factors. The VET will document the analysis and findings to substantiate a VET recommended alternative(s).
- On the third day of the workshop, the VET will brainstorm ideas to improve the recommended alternative(s). The ideas will be evaluated relative to the performance factors with ideas having merit analyzed further and documented.
- The workshop will be followed by a results presentation meeting, where the VET will report on the analysis, findings, and recommendations for consideration by the TAC and PDT in preparation for recommending a preferred alternative to the CITY.
- Over the following week, a report summarizing the VET findings and recommendations will be prepared and submitted for review by the TAC and PDT. The report will include analysis of each design alternative, the VET recommended alternative(s), and review of the proposed VE improvements.

5.5.3 - Phase 2 Approach

Our approach will generally follow the sequence below.

- The PDT project manager and VE facilitator will hold a pre-study conference call one to two weeks prior to the study with representatives of the CITY to review the pending study and identify focus areas.
- The VET will meet with the TAC and PDT the morning before the study workshop to be updated on the project goals, performance objectives, design concept, constraints and issues, budget, and estimated project cost. The VET will have access to the 25 percent design and time allocated to review the documents prior to this meeting.
- The following day, the workshop will begin with the VET discussing observations from the design presentation and review of the documents. The team will analyze the problem(s) to be solved, required functions, and performance factors to evaluate how well the design is meeting these requirements. With this understanding, the team will brainstorm ideas to meet the functional requirements and improve project value. The ideas will be evaluated and scored relative to the performance factors. The team will commence analysis of the ideas selected for development into VE alternatives.

- On day two of the workshop, the VET will analyze, price, and illustrate the alternative concepts selected in the evaluation phase. We will prepare write-ups documenting the analysis of the VE alternatives.
- The last day of the workshop will include finalizing and reviewing the VE analysis and write-ups for accuracy, consistency, and clarity. The team will prepare findings and recommendations for reporting workshop results to the TAC and PDT.
- At the results presentation meeting, the VET will report on the findings, analysis, and recommendations for consideration by the TAC and PDT. The meeting will not be a decision-making meeting, but intended to brief the participants on the study outcome and answer questions.
- Over the following week, a draft report will be prepared and submitted for review by the TAC and PDT. The report will include a summary of findings and recommendations, the write-ups for each VE alternative, and background information. At the conclusion of the draft report review, a meeting will be held to determine which VE alternatives will be accepted, either in whole or in part, for implementation. Following receipt of information on implementation decisions, the final VE report will be completed and issued.

Deliverable(s)

- Value Engineering Report (one electronic)
- Evaluation and Recommendation of VE Improvements Memo (one electronic and five hard copies)

Task 5.6 – Alternatives Summary Report

The CONSULTANT shall prepare an Alternatives Summary Report that documents the process and the findings of all effort leading to the identification of the preferred configuration. The report shall be prepared following the VE Study described in Task 5.5 and shall include the following sections.

- Executive Summary
- Project Background
- Project Purpose and Need
- Public Involvement
- Technical Committees
- Alternatives Developed
- Traffic modeling
- Alternatives Screening
- Recommended Configuration
- Value Engineering Recommendations

Deliverable(s)

- Draft Alternatives Summary Report (one electronic copy)
- Final Alternatives Summary Report (one electronic copy and five hard copies)

WORK ELEMENT 6: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Task 6.1 – Project Purpose and Need

The purpose (what the CITY proposes) and need (why the CITY proposes the project) establishes why the CITY is proposing an action, which may potentially cause environmental impacts (both positive and negative). It provides the basis for selecting reasonable and practicable alternatives for consideration, analyzing those alternatives, and is an important factor in ultimately selecting the Proposed Action. The CONSULTANT shall work with the CITY in developing the purpose and need for the TAC's concurrence. In the document, the purpose and need shall be separated into two sections (purpose, need) to make the distinction and emphasis clear.

Assumption(s)

- One round of minor revisions to draft purpose and need letter

Deliverable(s)

- Draft purpose and need memorandum (one electronic copy)
- Final purpose and need memorandum (one electronic copy and five hard copies)

Task 6.2 – Agency Coordination and Environmental Methods and Assumption(s) Memorandum

Because the level of technical detail necessary to satisfy the NEPA review can vary greatly depending on the circumstances of the project and the particular staff members assigned to it, the CONSULTANT shall conduct an early kickoff meeting with WSDOT Southwest Region local programs staff prior to the preparation of NEPA documents. This meeting is intended to reach an understanding common to the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the environmental classification summary form (ECS) that will be prepared for the project. For this meeting, the CONSULTANT shall prepare a memorandum of methods and assumptions that will document the team's expectations regarding review protocols. The memorandum will include

- Verification of the agencies responsible for NEPA and SEPA review and identification of staff contacts
- Determination of the level of documentation necessary for SEPA review (i.e., SEPA checklist or incorporation of the NEPA record by reference)
- Affirmation of the level of technical support documentation to be provided consistent with the scope of services

To provide certainty regarding the review process and a strong foundation of understanding upon which the team may move forward, it is intended that agency staff attending this early kickoff meeting provide specific direction and feedback on these issues.

In addition to this early kickoff meeting, it is expected that a meeting will likely occur just before the first submittal of the ECS form and supporting technical documents, and that two additional meetings will occur during agency review.

Assumption(s)

- Meeting(s) with agency staff will occur either on site or within a 1/2-hour drive of the project site.
- CITY review of the draft methods and assumptions memorandum will be limited to one review cycle.
- Meeting notes will be prepared and distributed for meetings with agency staff

Deliverable(s)

- Preparation for and attendance by up to two CONSULTANT planning and environmental staff at up to five, 1-hour NEPA team meetings
- Draft methods and assumptions memorandum for environmental documentation (electronic)
- Final methods and assumptions memorandum for environmental documentation (one electronic and five hard copies)
- Preparation for and attendance by up to two CONSULTANT staff at up to four, 2-hour agency meetings

Task 6.3 – Corridor-Level Environmental Site Assessment (ESA)

The CONSULTANT will conduct an ESA reconnaissance to evaluate the presence, or likely presence, of potential hazardous substances within the physical limits of the project that would have an effect on the project. Sites with potential for environmental issues/impacts include those that indicate current or past uses as service stations, battery shops, dry cleaners, chemical storage, or manufacturing facilities; sites with fuel or chemical storage tanks or drums present; or those with strong pungent or noxious odors. The CONSULTANT will prepare a report to describe the work completed and make recommendations for follow-on site-specific Phase 1 ESA assessments that will be in accordance with ASTM 1527-00 as a Phase 1 and WSDOT Environmental Procedures Manual M 31-11.10 (EPM), Chapter 447. The report will include necessary information to complete the NEPA documentation. The scope of services for this study will include

- A review of the results of a federal, state, and local environmental database search provided by an outside environmental data service for listings of known or suspected environmental problems at the sites or nearby properties within the search distances specified by ASTM. For this work, the CONSULTANT will assume one corridor level database search with a standard search radius.

- A review of historical aerial photographs, fire insurance maps, city directories, chain-of-title reports, and tax assessor records, as available and appropriate, to identify past development history on the parcels relative to the possible use, generation, storage, release, or disposal of hazardous substances. The CONSULTANT will attempt to identify uses of the sites from the present to the time that records show no apparent development of the site, or to 1940, whichever is earlier.
- Conduct a visual reconnaissance of the parcels and adjacent properties to identify visible evidence of potential sources of contamination. The CONSULTANT will assume the need to perform visits to up to 10 properties.
- A letter report that will summarize the results of this study. The letter report will briefly discuss the project activities and include a table ranking the parcels (low, moderate, high) by their potential for contamination from either on-site or off-site sources. A draft letter report will be provided for review and comment. Upon receiving comments, the letter will be modified as appropriate and made final.

Assumption(s)

- Chain-of-title reports will be reviewed for only those properties that have environmental concerns based on the results of the corridor level assessment and/or whether they need a full Phase 1 ESA. The chain-of-title report(s) fee will be invoiced to the CITY as a project expense.
- Not included at this time is an environmental compliance audit or an evaluation for the presence of lead-based paint, polychlorinated biphenyls in light ballasts, radon, mold, lead in drinking water, asbestos-containing building materials, or urea-formaldehyde in on-site structures. Soil, surfacewater, or groundwater sampling and chemical analysis are not included as part of the CONSULTANT services. Interviews with property owners and local and state agency staff are also not included as part of the CONSULTANT services.
- The CONSULTANT will arrange site access with property owners to allow the CONSULTANT to complete a visual reconnaissance site visit. If site access will not be allowed, the CONSULTANT will complete the site reconnaissance from the closest public ROW.
- This scope of services does not constitute a Phase 1 ESA in accordance with ASTM 1527-00, or a Phase 1 ESA or Hazardous Materials Discipline Report in accordance with WSDOT EPM, Section 447. If required, additional Phase 1 ESA studies and recommendations will be performed under a supplemental agreement.
- One round of minor revisions to draft Corridor Level ESA letter report

Deliverable(s)

- Draft Corridor Level ESA letter report (one electronic copy)
- Final Corridor Level ESA letter report (one electronic copy)

Task 6.4 – Cultural and Historic Resources Study

The purpose of a cultural and historical resources report is to provide the necessary documentation to comply with Section 106 of the National Historic Preservation Act (NHPA). The first phase of study will be a survey to identify archaeological resources and historic resources (buildings and structures).

The cultural resource study for the project will be completed in phases. The preliminary phase will be completed at a survey-level of effort. The preliminary phase includes a background review, field inventory, and preparation of a report documenting the inventory and providing preliminary evaluation of resources. The main tasks will be

- Preparing the draft Area of Potential Effect (APE) description for the CITY to submit to WSDOT
- Conducting an archaeological survey, including both pedestrian and shovel tests, if needed
- Completing an inventory of the historic-period buildings and structures that are either within the APE or are on parcels that are crossed by the APE (lands that may be purchased for the project)

The CONSULTANT shall conduct a historic resource inventory and archaeological survey. Prior to the archaeological survey, the CONSULTANT shall prepare the APE submittal for the CITY to provide to WSDOT under CITY letterhead. The historic resource inventory will include buildings and structures constructed 45 years ago or more that are situated on parcels that are included in the APE.

The CONSULTANT shall prepare a technical report of the study in accordance with applicable Washington State Department of Archaeology and Historic Preservation and U.S. Secretary of Interior standards. The field work, survey, and inventory report will cover the APE defined by the CITY and approved by WSDOT. The report will include resource forms.

The inventory and report will be used in partial fulfillment of Section 106, SEPA, and other regulatory requirements. This information will be summarized in a draft cultural resources report. The CONSULTANT shall provide the draft document to the CITY for review, revise the report based on the CITY's comments, and submit the revised report for WSDOT review. The report will be finalized based on WSDOT reviews. The CITY may make adjustments to finalize the proposed APE as additional project details are defined. A cultural resource study addendum report will be completed if areas are added to the APE subsequent to completion of the survey report. A revised APE submittal will be needed in the event of such APE revisions.

Assumption(s)

- Draft cultural resources report will be submitted for review by the CITY. The CITY's revisions will be incorporated into the draft document that is provided to WSDOT for review.

- CITY revisions and WSDOT comments on the draft and final report are minor edits and do not require additional technical analysis.
- No significant historic resources are within the project APE. A testing and evaluation phase of study would be needed for resources found within the APE that require additional analysis or data to determine their eligibility. The effort for site testing and evaluation is not included in this scope.

Deliverable(s)

- Draft APE submittal (one electronic copy in Word)
- Draft cultural resources report (one electronic copy by e-mail)
- Final cultural resources report (two electronic PDF copies on CDs, five hard copies)

Task 6.5 – Wetlands and Critical Areas Memorandum

The CONSULTANT shall prepare a memorandum documenting the presence or absence of critical areas and habitat in the project area, including wetlands, fish and wildlife habitat, aquifer recharge, geologic hazards, and frequently flooded areas. The CONSULTANT shall review available information, including maps and species information from the CITY, Cowlitz County, Washington State Department of Fish and Wildlife (WDFW), and other agencies to determine if critical areas or habitat have been documented within the project area. The CONSULTANT shall conduct a field visit to document conditions of and record images of the project area and document the absence of wetlands, streams, or habitat features within the project area. The CONSULTANT shall prepare a technical memorandum documenting the findings of the map and species review and field visit.

Assumption(s)

- There are no wetlands or critical areas that will be impacted by the project and a wetland delineation will not be required. If it is determined that wetland impacts will occur with the project, the need for a wetland delineation will be noted, and a separate scope prepared.
- Revisions to the wetlands/critical areas memorandum from the CITY or WSDOT are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft wetlands and critical areas memorandum (one electronic)
- Final wetlands and critical areas memorandum (one electronic and five hard copies)

Task 6.6 – Air Quality Analysis

The purpose of the air quality report is to identify any potentially significant impacts and necessary mitigation measures. The air quality assessment will meet the requirements of current NEPA/SEPA requirements.

6.6.1 - Initial Traffic Data Ranking Qualitative Review

After review of the proposed project alternatives and the results of the traffic analysis, the CONSULTANT will initially conduct a qualitative assessment of the air quality implications of the project based on a review of the signalized intersection level of service (LOS) analysis and a

determination as to whether the project would result in deterioration of LOS to "D" or worse at one or more locations.

In the event that there are no intersections with a future LOS this poor, the air quality assessment will be completed based on a summary of this qualitative review.

- Note that this analysis will need to be based on traffic impact assessment data for the project and will consider existing conditions and future conditions in the project design year (2040).

6.6.2 - Potential Quantitative Assessment

In the event the traffic data reviewed indicates LOS would be or would deteriorate to "D" or worse, up to three signalized intersections will be selected for additional review based on a rank-ordered listing using total peak hour delay at all intersections considered in the traffic analysis.

If it is available by the time this analysis is conducted, the CONSULTANT shall use the latest approved FHWA screening tool for this assessment.¹ This review will consider whatever air pollutants are included in the new screening tool (e.g., carbon monoxide "CO," and possibly fine particulate matter "PM2.5").

In the likely event the new FHWA tool is not available in time for this analysis, the CONSULTANT shall conduct dispersion modeling to assess potential air quality impacts. This process would include the following steps.

- Estimate current and future vehicle emission rates using the MOVES model
- Perform project-level dispersion modeling using CAL3QHC. This review would consider CO and possibly PM2.5
- If this level of analysis is necessary, it will consider existing conditions and future conditions in the project design year (2040)
- The assumed level of effort is based on estimating the physical metrics of intersections considered in modeling using aerial photos and/or CAD drawings of their configurations

The air quality implications of construction of the project will be based on a qualitative review and discussion of best management practices.

6.6.3 - Mitigation Analysis

In the event the impact analysis modeling indicates the project would cause significant air quality impacts, it will be necessary to quantitatively consider mitigation measures for each of

¹ FHWA is currently working on a replacement for the previously available WASIST screening tool, which is no longer valid due to change in the underlying vehicle emission factor models (i.e., the MOBILE series model has been replaced by MOVES). There is currently no estimate for when this new screening tool will be available; it seems likely this screening tool will not be available for use with this project.

the intersections where impacts are expected. For purposes of estimating a budget, the CONSULTANT shall assume modeling mitigation measures are necessary at all three affected intersections for the worst-case of the build alternatives, and shall allow one day for the iterative process of CAL3QHC and Synchro modeling. In addition to the above modeling, a qualitative analysis for ozone and PM2.5 will also be developed.

6.6.4 - Air Quality Technical Report

The CONSULTANT will prepare a draft technical air quality report to document the methods and the results of the impact and mitigation analyses. The CITY will review the draft report and prepare consolidated comments. The CONSULTANT shall incorporate the CITY's comments into a final technical report.

Assumption(s)

- CITY revisions and WSDOT comments on the draft and final report are minor edits and do not require additional technical analysis.
- Any consideration of PM2.5 will not require any additional quantitative analysis.

Deliverable(s)

- Draft Air Quality Analysis report (electronic copy)
- Final Air Quality Analysis report (electronic copy and five hard copies)

Task 6.7 – Noise Analysis

The purpose of the traffic noise report is to evaluate traffic noise levels at potentially sensitive receptors near the project and to identify potential mitigation measures. The traffic noise report will be developed in accordance with WSDOT's Environmental Procedures Manual.

6.7.1 - Sound Level Measurements

After review of the proposed project alternatives, the CONSULTANT shall visit the project area to identify potentially sensitive noise receivers and to take measurements of existing sound levels. The CONSULTANT shall measure existing noise levels during the peak hours, and use these measurements in configuring the noise model. Measurements will be undertaken in accordance with WSDOT and FHWA guidelines and will be made with a Type 1 sound level meter. Sources of existing noise, topographical features, traffic speeds, vehicle numbers, and mix will be noted during these measurements. These data will then be used to develop a noise model of the existing conditions by configuring the model so existing traffic conditions provide reasonable representations of the measured noise levels at the sample locations.

6.7.2 - Construction Noise Impact Evaluation

The noise analysis will consider and report any relevant local noise rules and evaluate potential short-term impacts of noise from construction activities. Construction noise levels received at nearby sensitive receptors will be evaluated based on estimates published by the U.S. Environmental Protection Agency (EPA) of maximum noise levels of typical construction equipment in conjunction with simple distance attenuation. Computer modeling of construction noise levels will not be performed.

6.7.3 - Traffic Noise Impact Evaluation

The CONSULTANT shall evaluate the potential for traffic noise impacts using the FHWA Traffic Noise Model (TNM) to estimate future traffic noise levels for the build alternative based on expected future traffic volumes and the location of the alignment relative to sensitive receivers. The noise modeling will predict AM or PM peak-hour equivalent sound levels (Leq) from traffic at receptor locations that could be affected by the proposed project and will consider existing conditions and design year conditions. Modeling to calculate noise contour lines is not included.

6.7.4 - Mitigation Analysis

The CONSULTANT shall identify possible mitigation measures to reduce noise levels during construction. If predicted long-term traffic noise levels from operation of the project would cause noise impacts, mitigation measures will be developed in cooperation with the lead agency and design engineers. The mitigation analysis, if required, will include evaluation of the effectiveness and general size and location of natural and man-made noise barriers using the TNM model. Additional possible means to mitigate traffic noise will be evaluated where appropriate (e.g., traffic management, modifications to the roadway's vertical or horizontal alignment, etc.)

6.7.5 - Noise Level Technical Study Report

The CONSULTANT shall prepare a draft technical noise report to document the methods and the results of the impact and mitigation analyses. The CITY will review the draft report and prepare consolidated comments. The CONSULTANT will incorporate the CITY's comments into a final technical report.

The CONSULTANT shall assemble this material into a draft traffic noise report and will provide an electronic copy of the draft document to the CITY for review. The CONSULTANT shall finalize the report based on one round of CITY reviews and submit five copies of the final traffic noise analysis report.

Assumption(s)

- CITY revisions and any WSDOT comments on the draft and final reports are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft Traffic Noise report (electronic copy)
- Final Traffic Noise report (electronic copy and five hard copies)

Task 6.8 – Endangered Species Act Compliance Assessment

The CONSULTANT shall coordinate with the CITY to address potential project impacts to sensitive species, particularly with respect to applicable requirements of the ESA.

Federal review will be needed and, therefore, this PROJECT will require ESA Section 7 consideration by FHWA, potentially including concurrence from the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS). The CONSULTANT shall confirm which species and critical habitat NMFS and USFWS have federally listed that could

occur within the project area. The CONSULTANT shall also provide the priority species and habitat information from (1) the Washington State Department of Fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) the Washington State Department of Natural Resources (WDNR), Washington Natural Heritage Program, and (3) the CITY and/or County GIS. The CONSULTANT will review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance.

In conjunction with other sensitive areas site reconnaissance activities, the CONSULTANT will verify the presence and availability of potential habitat for species of concern in the project action area.

The CONSULTANT shall prepare required documentation for ESA compliance. Based on the anticipated increase in impervious surfaces and stormwater runoff and relative proximity to critical habitat, a biological assessment (BA) will be required. The BA shall be prepared consistent with WSDOT Local Agency Guidelines (LAG) Manual. The area of indirect effects studied with the project will be determined and examined in accordance with the guidance in WSDOT's biological assessment preparation training manual (dated February 2012). The CONSULTANT shall assemble this material into a draft BA, provide four copies of the draft document to the CITY for review, finalize the report based on one round of CITY reviews, and submit four copies of the final BA report.

Assumption(s)

- A BA is required, including an analysis of stormwater pollutant loading using the Hi-Run Model. The analysis of pollutant loading will not result in the need to complete the dilution subroutine.
- Formal species surveys are not necessary and not included in this scope of work.
- Effects to listed species and critical habitat are assumed to result in a May Affect, Not Likely to Adversely Affect determination supported by a BA provided for informal consultation. The BA will be prepared consistent with WSDOT LAG Manual.
- CITY revisions and WSDOT comments on the draft and final BA are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft BA (one electronic copy)
- Final BA (one electronic copy and five hard copies)

Task 6.9 – Social, Economic, and Land Use Impacts Study

The CONSULTANT shall describe the existing social environment of the project area and the surrounding community, including neighborhood structure, recreational facilities, public services, and growth and development potential. Appropriate local jurisdictions and other service providers shall provide information on recreational facilities and public services.

The CONSULTANT shall use the most recent U.S. Census data, or later population estimates produced by local jurisdictions, if available, and as approved by WSDOT. When using such data, a graphic showing the referenced census tracts shall be provided in the report.

6.9.1 - Community Cohesion

The CONSULTANT shall discuss potential changes in neighborhood cohesion and community character as a result of possible splitting of neighborhoods, isolating a portion of a neighborhood, and the appearance of incompatible development with the neighborhood. Mitigation measures to minimize both the short- and long-term effects of the proposal on existing and proposed uses on adjacent properties shall be evaluated.

6.9.2 - Recreation

The CONSULTANT shall list recreational facilities within the project study area. Potential impacts to recreational facilities during and after construction, including access to, the usability of, and the integrity of existing and proposed facilities shall be discussed. Resources that qualify as a 6(f) facility shall be identified. Discuss if there are feasible and prudent alternatives to the impacts of the alternative. Coordination with the local jurisdictions shall be documented in the DCE.

6.9.3 - Regional and Community Growth

Regional population and growth patterns shall be described using Cowlitz-Wahkiakum Council of Government, Clark County, and Washington Office of Financial Management Population and Employment Projections for 2010, 2020, and 2030. Population changes anticipated or accommodated as a result of the proposed transportation project shall be analyzed qualitatively.

6.9.4 - Services and Utilities

The CONSULTANT shall describe how each public service (schools, police and fire protection, ambulance) will be affected by the construction and operation of the project improvements, including service disruptions, circuitry of access, and changes in service travel times during construction. Discuss changes in service areas, service travel times, and new or additional services that may be needed as a result of any secondary or cumulative growth after project construction. Include any services provided to the public that may be impacted (such as police and fire protection, ambulance companies, public or private bus service, cemeteries, government offices, doctor and veterinarian offices, schools, religious institutions, and community organizations).

The discussion of impacts to existing and proposed utilities shall include major distribution and transmission facilities for natural gas, electrical power, telephone, cable television, water supplies, sanitary sewer, storm sewer, solid waste routes, petroleum transmission facilities, public diking districts, and others that may be identified during this project. Contacts and resulting coordination with each utility shall be documented.

6.9.5 - Pedestrian and Bicyclist Facilities

The relative amount of use of the existing facility by pedestrians and bicyclists shall be generally described (no pedestrian or bike counts shall be made). The CONSULTANT shall

indicate if Scott Avenue is part of a designated or planned bicycle route or trail or if any designated or planned bicycle route or trail crosses the project area. Measures to mitigate the impacts, including identification of possible replacement land for acquired property; landscaping, aesthetic treatments, and other techniques shall be discussed. Care shall be taken to differentiate between trails designated as recreation facilities versus transportation facilities.

6.9.6 - Relocation

This section shall comply with the Uniform Relocation Assistance and Real Property Policies Act of 1970, as amended (42USC4601 et seq) and implemented by FHWA under 49CFR24, and contain a discussion on "Availability of Suitable Replacement Housing and Business Space." The acquisition of property, including land, structures, and landscaping, shall be identified based upon ROW plans and title reports. Any displacement of residences and businesses, loss of parking, or change in access shall be identified and evaluated. Mitigation measures specific to properties shall be analyzed, including the provision of relocation assistance.

6.9.7 - Economics

The CONSULTANT shall use current applicable information and data to describe the existing economic conditions in the project area (number and type of business, employment, property values, and tax base).

The CONSULTANT shall obtain information and summarize trends in population, employment, development, and level of economic activity within the study area. References shall be presented as appropriate. Major employers in the vicinity of the PROJECT shall be identified. Information about Cowlitz County and CITY tax revenues shall be obtained and summarized.

Impacts of the project shall be described, including construction-period economic impacts; temporary and long-term changes in traffic and associated shopping patterns; loss of businesses and jobs as a result of ROW acquisition; construction and long-term employment; and business growth.

Loss of property tax revenues associated with ROW acquisition and displacements shall be estimated using information from the Cowlitz County Assessor. The potential for lost sales tax revenue from displacements shall be discussed qualitatively. The potential for businesses to be affected by the project during project construction or operation shall be analyzed and documented. The potential for employment increases resulting from project construction shall be discussed qualitatively. Potential mitigation measures shall be identified.

Measures to mitigate economic activity or employment impacts shall be identified (mitigation measures are not typically identified for property value or tax revenue impacts).

Assumption(s)

- Revisions and WSDOT comments on the draft and final studies are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft Social and Economic Impact Study (one electronic copy)
- Final Social and Economic Impact Study (one electronic copy and five hard copies)

Task 6.10 – Environmental Justice

The purpose of this study is to document compliance with the Environmental Justice Executive Order. An analysis of the Title VI Population Groups within the project area will be provided. Popular breakdown will conform to U.S. Department of Transportation (USDOT) definitions for “minority” and “low-income.” Methods for identification will include the review and analysis of a primary data source - the 2010 US current Census - and a secondary data source such as student demographic data made for the local public school as published in the Washington State Report Card. Door-to-door visits in the area will not be conducted. This research will determine if any special populations reside within the project limits. Based on this research, the absence or presence of special population groups will be documented. If such groups are present in the project area, potential impacts, including the possibility for disproportionate adverse impacts on these populations would be evaluated consistent with Title VI of the Civil Rights Act of 1964. Mitigation measures for such impacts would be identified.

The CONSULTANT shall complete the Environmental Justice Matrix and will assemble the above material into an environmental justice assessment and provide five copies of the draft document to the CITY for review. The CONSULTANT shall finalize the report based on one round of CITY reviews and submit five copies of the final environmental justice assessment report

Assumption(s)

- Demographics data needed to develop the environmental justice assessment will be data developed under Task 2.1 – Public Process Outline.
- A formal discipline report is not anticipated and the environmental justice assessment will be sufficient for NEPA compliance.
- CITY revisions and WSDOT comments on the draft and final assessment are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft Environmental Justice Matrix and Assessment (electronic copy)
- Final Environmental Justice Matrix and Assessment (electronic copy and five hard copies)

Task 6.11 Visual Quality Technical Memorandum

The purpose of this memorandum is to document the visual effects of the project. The CONSULTANT shall complete a visual impacts analysis addressing the potential visual impacts of the project. The analysis will be completed per the requirements of Chapter 459 of the EPM. This analysis will evaluate potential visual impacts, including aesthetics, light, glare, and night sky impacts. The analysis will document the baseline visual conditions and evaluate the potential effects of the proposed project on potential viewers of the project. The project team

will use existing maps, aerial photos, GIS data, and photos of the project area taken from SRweb for the analysis.

Assumption(s)

- The technical memorandum will include approximately 8 to 10 pages of written analysis.
- Approximately three viewpoints will be used for the analysis that will represent the visual environment of the project area. A map will be included showing the viewpoints, view directions and visible areas of these three viewpoints.
- A single computer or photo simulations will be developed for each viewpoint to show how the constructed project will look.

Deliverable(s)

- Draft Visual Quality Technical Memorandum (electronic copy)
- Final Visual Quality Technical Memorandum (electronic copy and five hard copies)

Task 6.12 Water Quality/Stormwater Technical Memorandum

The project team will complete a technical memorandum addressing potential project effects on water quality and stormwater resources. The memorandum will describe the hydrologic characteristics of the project study area, receiving waterbodies, water quality, and stormwater treatment.

Assumption(s)

- The memorandum will use the WSDOT Surface Water Discipline Report Template and follow WSDOT Surface Water Discipline Report Technical Guidance.
- The team will complete a pollutant loading analysis using the WSDOT Method 1 (WSDOT-FHWA Method).
- Proposed stormwater treatment, conservation, and mitigation will comply with all applicable federal, state, and local regulations. Proposed stormwater treatment will comply with the Highway Runoff Manual.
- A dilution analysis is required for preparation of the biological assessment.
- The technical memorandum will be approximately 25 to 40 pages in length.

Task 6.13 – NEPA Documentation and Approval

The CONSULTANT shall complete appropriate NEPA documentation based on the studies and analysis provided above. The CONSULTANT shall complete NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents. The Local Agency ECS is the assumed NEPA document for a DCE. The CONSULTANT shall coordinate with WSDOT to address comments on the ECS. The CITY presently anticipates a NEPA DCE.

Assumption(s)

- NEPA documentation is assumed to be a DCE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- No mapped floodplain or floodway areas occur in the project area.
- Document preparation will begin upon the selection of a preferred alternative.
- The project will be processed by WSDOT and FHWA as a DCE.
- The geotechnical report prepared by others will provide sufficient information to address project effects on soils and geology.
- CITY revisions and WSDOT comments on the ECS are minor edits and do not require additional technical analysis.

Deliverable(s)

- Draft ECS Form
- Final ECS Form

Task 6.14 – SEPA Documentation and Approval

The CONSULTANT shall complete appropriate SEPA documentation, including all needed studies, modeling, and analysis, and a SEPA checklist in accordance with State Environmental Policy Act (RCW 43.21C) and SEPA Rules (WAC 197-11). The CONSULTANT shall coordinate with the CITY's Planning Department to address comments on the SEPA Checklist and provide support for the SEPA process. The CITY presently anticipates a SEPA Mitigated Determination of Non-Significance.

Assumption(s)

- Efforts under previous tasks are sufficient to complete the SEPA checklist and no additional studies will be conducted by the CONSULTANT.
- CITY revisions and comments on the SEPA checklist are minor edits and do not require additional technical analysis.
- The SEPA threshold determination is anticipated to be a Mitigated Determination of Non-Significance (MDNS).
- This project will have minimum relocations of small businesses or residential housing.
- A SEPA EIS is not included in this scope of work.
- The CITY is responsible for the SEPA determination documentation.

Deliverable(s)

- Draft SEPA Checklist

- Final SEPA Checklist

WORK ELEMENT 7: TRAFFIC ANALYSIS

Task 7.1 – Background Document and Data Collection

The purpose of this task is to provide coordination with previous and ongoing transportation planning efforts, provide a regulatory framework to guide decision-making, obtain data to support the transportation analysis and conceptual design tasks, and establish an approved set of analysis methodologies and assumptions. The study area is to include up to 20 intersections located along Scott Avenue, at nearby interchanges (including I-5 at Lewis River Road and I-5 at Dike Access Road) and at other key intersections throughout the CITY.

7.1.1 - Background Documents.

The CITY shall provide CONSULTANT with the following existing reports.

- Woodland Transportation Infrastructure Strategic Plan
- Woodland High School Traffic Impact Study
- Traffic Impact Studies for proposed developments in the area
- Comprehensive Plan Data: CONSULTANT will review the most recent CITY comprehensive plans for compatibility with the proposed improvements.

7.1.2 - Background Data

Accident Data: Available updated accident data from WSDOT and local agencies will be collected by the CONSULTANT.

Signal Timing Data: The CONSULTANT shall collect existing signal timing data from WSDOT.

Saturation Flow Rates and Queue Length: The CONSULTANT shall collect existing saturation flow rates and observed maximum queue (number of vehicles) at the study intersections.

Traffic Volume Data: CONSULTANT will collect AM and PM peak period (2-hour) vehicle turn movement count data at up to six study area intersections. Count data shall also include counts of pedestrian and bicycle movements. Traffic count data at the remaining 14 study area intersections will be obtained from existing traffic reports. All traffic volume counts collected will include 10-minute increments of data. CONSULTANT will collect two, 3-day, 24-hour machine counts (volume/speed/vehicle classification) on Scott Avenue (one location west of I-5 and one location east of I-5). CONSULTANT shall obtain I-5 traffic volume data from WSDOT.

7.1.3 - Field Reviews

The CONSULTANT shall conduct a field review of the existing transportation conditions within the study area. The CONSULTANT shall examine existing speed limits, freeway facilities and amenities, traffic control, and lane configurations. The CONSULTANT shall observe and document saturation flow rates and observed maximum queue (number of vehicles) during the peak hours of operation at key locations. The CONSULTANT team will use the aerial photo to augment field reviews.

7.1.4 - Methods and Assumption(s) Document

Before proceeding with the alternatives development and analysis task, a Methods and Assumption(s) Document will be completed by CONSULTANT, for agreement by WSDOT and FHWA to promote a successful outcome by gaining early consensus on the project approach, data used, analysis methodologies and tools, and evaluation criteria. CONSULTANT will obtain input from CWCOG, RTC, CITY, and WSDOT staff to discuss the traffic volume forecasting approach for both the alternatives analysis and IJR analysis.

The Methods and Assumption(s) Document will follow the WSDOT template and will include

- Record of stakeholder acceptance
- Project description and background
- Identification of analysis time periods (CONSULTANT shall provide draft text)
- Description of the study area
- Traffic analysis tools and methodologies used (CONSULTANT shall provide draft text)
- Baseline and future land use projections (CONSULTANT shall provide draft text)
- Travel forecasting models and procedures (CONSULTANT shall provide draft text)
- Safety analysis and assessment methodology (CONSULTANT shall provide draft text)
- Measures of effectiveness used (CONSULTANT shall provide draft text)
- Description of deviations and related justifications
- Conclusion
- Appendices

The CONSULTANT shall attend up to one meeting with agency staff during this task.

The CONSULTANT shall produce a draft Methods and Assumption(s) Document for adoption by the CITY, WSDOT, and FHWA. Upon receiving comments, the CONSULTANT shall revise the draft documents and submit an updated final version.

Deliverable(s)

- Draft Methods and Assumption(s) Document (electronic copy)
- Final Methods and Assumption(s) Document (electronic copy)
- Traffic Count Data
- Attendance at up to one project team meeting

Task 7.2 – Existing Transportation Conditions Analysis

The CONSULTANT shall analyze the existing transportation conditions in the study area, including validation to match results to actual data collected from the field. The transportation analysis for existing conditions shall include

- A study area transportation system inventory showing lane geometrics, posted and design speeds, grades, and traffic controls.
- Access inventory showing locations of access points and uses being served on Scott Avenue within half a mile east or west of I-5 ramp terminals.

- Assessment of surrounding land uses.
- Assessment of bicycle, pedestrian, and transit conditions within the study area.
- Evaluation of peak hour (AM and PM) traffic volumes at the study intersections.
- Evaluation of peak hour (AM and PM) intersection operations using Synchro 8 software to calculate levels of service, delay, and volume to capacity ratios.
- Evaluation of peak period (AM and PM) I-5 merge, diverge, and basic freeway segments at and adjacent to the Scott Avenue interchange using Highway Capacity Software.
- A collision and safety analysis using available crash data (anticipated to be the most recent three-year period available). This analysis will consider the freeway mainline and ramps, as well as the surface street network within the study area and will include:
 - Identification of crashes by location, type, and severity
 - Calculation of crash rates (per million vehicles) for freeway, ramps, and roadway segments and intersections and comparison to average rates for similar facilities in Washington where available
 - Identification of Collision Analysis Locations (CALs) and Collision Analysis Corridors (CACs) from the most recent WSDOT data
 - Evaluation of crash trends
 - Investigation to identify potential crash contributing factors such as geometric deficiencies or inadequate traffic control
 - Crash summary in tabular and graphical format

The CONSULTANT shall attend up to one meeting with agency staff during this task.

The CONSULTANT shall produce a draft Transportation Existing Conditions memorandum for the CITY and TAC to review. Upon receiving comments, the CONSULTANT shall revise the draft memorandum and submit an updated final version.

Deliverable(s)

- Draft Existing Transportation Conditions Memorandum (electronic copy)
- Final Existing Transportation Conditions Memorandum (electronic copy)
- Attendance at up to one project team meeting

Task 7.3 – Future Traffic Volume Forecasting For Alternatives Analysis

Future traffic volume forecasts will be developed for the study area based on existing traffic volumes, historic traffic data, traffic forecasts available in background documents, and WSDOT

I-5 traffic volume data. CONSULTANT will develop PM peak hour traffic volumes for the opening year (2020) and horizon year (2040) at the 20 study area intersections for up to four interchange configurations plus the No-Build configuration (total of five options including No-Build). CONSULTANT will develop AM peak hour traffic volumes for the opening year (2020) and horizon year (2040) at up to eight study area intersections for up to four interchange configurations plus the No-Build configuration.

The CONSULTANT will use the existing Woodland travel demand model, provided by CWCOG, to perform a high-level assessment of potential travel pattern changes from the No-Build alternative to the project alternatives. The CONSULTANT shall prepare AM and PM peak hour traffic forecasts for year of opening (2020) and horizon year (2040) at the study area intersections under each future alternative in a graphical format.

The CONSULTANT shall attend up to one meeting with agency staff during this task.

The CONSULTANT shall produce a draft Future Traffic Volume Forecasting memorandum for the CITY and TAC to review. Upon receiving comments, the CONSULTANT shall revise the draft memorandum and submit an updated final version.

Deliverable(s)

- Draft Future Traffic Volume Forecast Memorandum (electronic copy)
- Final Future Traffic Volume Forecast Memorandum (electronic copy)
- Attendance at up to one project team meeting

Task 7.4 – Future Alternatives Analysis Traffic Conditions

The CONSULTANT will support development of future alternatives. The CONSULTANT shall conduct a future traffic operations analysis at the 20 study intersections for the PM peak hour under the No-Build condition and up to four interchange configurations (total of five options including No-Build). AM peak hour future traffic operations analysis at up to eight study intersections for the no build condition and up to four interchange configurations will be conducted. The existing conditions AM and PM peak hour Synchro models will be updated to evaluate operations on the local street system for each of the future scenarios. SIDRA will be used to analyze roundabout alternatives. The alternatives analysis will be conducted using 2020 and 2040 AM and PM peak volumes. The 2020 analysis will be used to document year of opening conditions for the selected preferred alternative.

The traffic operations analysis performed for screening alternatives will be conducted using the project Synchro models. Additional qualitative comparisons of the operational and safety benefits and impacts of screening alternatives will be considered and summarized in a traffic analysis technical memorandum. A summary of the AM and PM peak hour scenarios that will receive detailed traffic operations analysis using the Synchro models is provided below.

- 2020 Opening Year No-Build Conditions
- 2020 Opening Year Alternative 1 Configuration
- 2020 Opening Year Alternative 2 Configuration

- 2020 Opening Year Alternative 3 Configuration
- 2020 Opening Year Alternative 4 Configuration
- 2040 Horizon Year No-Build Conditions
- 2040 Horizon Year Alternative 1 Configuration
- 2040 Horizon Year Alternative 2 Configuration
- 2040 Horizon Year Alternative 3 Configuration
- 2040 Horizon Year Alternative 4 Configuration

For Scott Avenue safety analysis, Standard Federal Highway Administration crash reduction/counter measure factors will be used to develop future crash estimates for 2040 recommended configuration. The safety analysis will include the following.

- Establish safety area of influence
- Collect traffic, geometric, and crash data
- Analyze crash data
- Identify safety considerations in design alternatives
- Document the current and anticipated safety performance

The CONSULTANT shall attend up to three meetings with agency staff during this task.

The CONSULTANT shall produce a draft Future Alternatives Traffic Analysis memorandum for the CITY and TAC to review. Upon receiving comments, the CONSULTANT shall revise the draft memorandum and submit an updated final version.

Deliverable(s)

- Draft Future Alternatives Traffic Analysis Memorandum (electronic copy)
- Final Future Alternatives Traffic Analysis Memorandum (electronic copy)
- Attendance at up to three project team meetings

Task 7.5 – Refinement of Future Travel Demand Forecasting to Support IJR

The CONSULTANT shall prepare travel demand forecasting to a level of detail appropriate to assist in the selection of the recommended configuration and the IJR. The CONSULTANT will use the existing Woodland travel demand model and provide updates as needed to obtain baseline-forecasting information for AM and PM peak hours under the year of opening (2020) and horizon year (2040) as required by FHWA. Up to 17 intersections will be analyzed for the PM peak hour and eight intersections will be analyzed for the AM peak hour.

The CONSULTANT shall further refine the travel demand forecast by considering updated growth forecasts for the CITY, CWCOG, and RTC. Work under this task shall include the following elements.

- WSDOT ramp and roadway or CDR data will be used for volume data on I-5.
- Coordinate future land use changes and plans for the CITY, CWCOG, and RTC for 2020 and 2040.

- Revise the travel demand model to reflect future baseline assumptions including network and land use.
- Traffic model verification and calibration documentation
- Run traffic assignments in the revised model to obtain future PM peak traffic volume estimates at the study intersections and study freeway segments for No-Build and one Build Alternative.
- Develop AM and PM peak volumes for the year of opening conditions (2020) and horizon year conditions (2040) for No-Build and one Build Alternative at the study intersections. Up to 20 intersections for the PM peak hour and eight intersections for the AM peak hour.

The CONSULTANT shall prepare AM and PM peak hour traffic forecasts for year of opening (2020) and horizon year (2040) at the study area intersections under No-Build and one Build Alternative in a graphical format. The CONSULTANT shall prepare ADT forecasts at affected freeway, ramp, and local roadways for each future alternative.

The CONSULTANT shall attend up to one meeting with agency staff during this task.

The CONSULTANT shall produce a draft IJR Future Traffic Volume Forecasting memorandum for the CITY and TAC to review. Upon receiving comments, the CONSULTANT shall revise the draft memorandum and submit an updated final version.

Deliverable(s)

- Draft IJR Future Traffic Volume Forecast Memorandum (electronic copy)
- Final IJR Future Traffic Volume Forecast Memorandum (electronic copy)
- Attendance at up to one project team meeting

Task 7.6 – Refined Future Traffic Conditions Analysis to Support IJR

Further traffic analysis will be conducted to support Policy Point #3 – Operational and Accident Analysis for the IJR based on the forecasts developed in Task 7.5. This section will provide a detailed operational analysis of the proposed project. The analysis will include the following conditions.

- Existing Conditions (2013)
- No-Build (2020, 2040)
- Build (2020, 2040)

The baseline condition will include only funded local improvements expected to be built for the analysis year. The No-Build condition will include funded, state transportation plan, and comprehensive plan improvements expected to be built for the analysis year. The Build analysis will also include the proposed project.

7.6.1 - Operational Analysis

The CONSULTANT proposes to utilize the following tools for the operational analysis, and will consult with the PDT to determine the most effective tools to utilize

- VISSIM: Freeway mainline, ramp merge and diverge, ramp intersections (up to 17 intersections and mainline freeway included in model)
- HCM: Freeway mainline, ramp merge and diverge (to allow for an independent FHWA analysis)
- SIDRA: Roundabout controlled street intersections and ramp terminals
- Synchro: Signalized and unsignalized street intersections and ramp terminals

VISSIM and HCM will be used to evaluate the impacts of the proposed project on the freeway mainline. The other tools (SIDRA and Synchro) will be used to evaluate the ramp terminals and local street system. The analysis will include

- Description of the methodology and tools used for the analysis
- Documentation of the calibration process and a summary of the results of the intersection LOS, queuing and delay by approach
- Summary of conclusions and findings

7.6.2 - VISSIM Analysis

CONSULTANT will develop a microsimulation model of a portion of the project study area including I-5 mainline from north of the Dike Access Road interchange (including ramps) and south of the Lewis River Road interchange (including ramps) and study intersections.

Up to 17 intersections and the mainline freeway will be included in the VISSIM model. The objective of the VISSIM model is to test the effects of the build alternatives on freeway operations, provide an operational assessment of the study area, and to provide a visual simulation of motor vehicle operations related to the I-5 interchanges and mainline freeway.

CONSULTANT will conduct the following work subtasks.

- **Project Methods and Assumption(s) Memorandum.** Before microsimulation modeling begins, CONSULTANT will develop a draft and final Project Methods and Assumption(s) memorandum. The project methods and assumptions document will describe the modeling assumptions, study area, and schedule.
- **Existing Conditions Model.** CONSULTANT will develop a draft and final PM peak hour existing conditions model for calibration purposes that consists of up to 15 intersections and mainline I-5. The CONSULTANT and CITY will agree on the study area before beginning this task. The existing conditions VISSIM microsimulation model will be developed for the

study area, including I-5 mainline using aerial imagery, roadway paint-line sketches, interstate plan and profile drawings, and posted speed limit and regulatory signs to reflect current interchange and local street alignments, geometry, and operational characteristics. The project Synchro model will be used to develop signal timing parameters at ramp interchanges for input into VISSIM. CONSULTANT will use existing signal timing data, perform a field review of traffic operating conditions (including identification of key operational constraints during the PM peak hour). The existing conditions VISSIM model for the PM peak design hour will be calibrated to existing traffic conditions using count data, 24-hour tube counts, saturation flow rates, queuing data, and observations of field conditions and driver behavior within the study area. The CONSULTANT will prepare a memorandum that describes the results of the existing conditions model.

- **Future Year Analysis.** CONSULTANT will use the VISSIM model to analyze a future No-Build scenario and one future build alternative for the horizon year 2040 and the opening year 2020. This results in a total of four future year VISSIM models: 1) 2020 No-Build, 2) 2040 No-Build, 3) 2020 Build, and 4) 2040 Build. The geometric configurations shall be determined and agreed upon (documented) before outset of this work task. CONSULTANT will evaluate and document the traffic operational and vehicle queuing issues related to the alternatives. As part of the development of the alternative models, there may be mitigations that are identified; this task will include one round of mitigation testing for the build alternative.
- **3D Visual Simulations.** CONSULTANT will develop 3D visual simulations (including up to four videos) for the two future year models (Build and No-Build). CONSULTANT will report measures of effectiveness from the VISSIM model, including vehicle queuing, intersection delay, and travel time runs.
- **Draft and Final Technical Memorandum.** CONSULTANT will prepare a draft and final technical memorandum to document the assumptions, analysis findings, and results of the VISSIM analysis.

7.6.3 - Accident Analysis

CONSULTANT will update the available accident data at the study area intersections. The accident analysis will include the following.

- Type of accidents
- Severity of accidents
- Accident rate
- Contributing factors and conclusions

A safety analysis will be conducted discussing the safety benefits and the potential reduction (and/or increase) in accidents with the proposed improvements.

The CONSULTANT shall attend up to five meetings with agency staff during this task.

The CONSULTANT shall complete an interim draft documenting the results of this task to support IJR Policy Point #1 and #3. Upon receiving comments, the CONSULTANT shall revise the draft documentation and submit an updated final version.

Deliverable(s)

- Draft and final VISSIM project methods and assumptions memorandum
- Existing calibrated PM peak hour VISSIM model with corresponding memorandum
- Future No-Build year 2040 VISSIM model
- One future year PM peak hour year 2040 VISSIM model
- 3D visual simulations (including up to a total of four videos) for the two future year models
- Draft and final VISSIM analysis and findings technical memorandum
- Draft IJR Policy Point #1 and #3 Documentation(electronic copy)
- Final IJR Policy Point #1 and #3 Documentation (electronic copy)
- Attendance at up to five project team meetings

WORK ELEMENT 8: INTERCHANGE JUSTIFICATION REPORT

Task 8.1 – Interchange Justification Report

CONSULTANT shall prepare an IJR for the Proposed Action. The report shall be developed in accordance with WSDOT’s Design Manual Chapter 1425. The analysis shall document that the Proposed Action meets the PROJECT’s purpose and need statement and will meet the eight point requirements for FHWA approval. The IJR will be reviewed by the CITY, WSDOT, and FHWA. For budgeting purposes, the CONSULTANT shall assume two reviews of the draft IJR by the CITY and WSDOT with each review taking up to three weeks, with an additional 2-month review by FHWA.

Deliverable(s)

- Two draft IJR’s (one electronic pdf copy and five hard copies), including operational analysis data files
- Final IJR (one electronic pdf copy and five hard copies)

WORK ELEMENT 9: PRELIMINARY ENGINEERING

Task 9.1 – Hydraulics Report

The CONSULTANT shall prepare a Type A Hydraulics Report outlining standards of the WSDOT Hydraulics Manual and the updated Highway Runoff Manual procedures. The report shall follow WSDOT’s Southwest Regions Stormwater Report Checklist and Template using the portions applicable for a hydraulics report. Work outside WSDOT ROW shall meet CITY’s design standards.

For budgeting purposes, it is assumed that the CITY and WSDOT will review the hydraulics report three times and provide one consolidated set of comments for each review. After each review, as part of the next submittal, the CONSULTANT shall respond to each review comment indicating how and where the comment was addressed.

The CONSULTANT shall prepare preliminary drainage design plans to the 30 percent design level.

Deliverable(s)

- Two draft hydraulics reports for review (one electronic copy)
- Final hydraulics report for approval (one electronic copy and five hard copies)
- Preliminary drainage plans

Task 9.2 – Preliminary Plans

The CONSULTANT will prepare preliminary plans for the project. The objective of this task is to develop project geometrics and engineering design necessary to describe enough of the project to produce the channelization plans of Task 9.4 below, as well as to identify additional ROW needs. The following plans will be included in the preliminary plans set.

- Alignment plans
- Profiles
- Roadway sections
- Pavement markings
- Existing utilities
- Preliminary ROW plans (showing boundaries only and not intended for approval)
- Drainage plans and profiles (as developed for Task 9.1)

Deliverable(s)

- Preliminary plans

Task 9.3 – Preliminary Cost Estimates

The CONSULTANT shall prepare preliminary cost estimates for the PROJECT. The cost estimate for the alternatives screening process will consist of estimates developed for two options using square footage costs for major items such as structures, new roads/alignments, walls, and additional ROW. The cost estimate at the 30 percent level will be an overall program cost and will rely on available quantities and square footage costs for pertinent items such as structures. The 30 percent cost estimate shall consider the following items.

- Earthwork
- Paving
- Stormwater conveyance
- Walls (per square foot estimate)
- Structures (per square foot estimate)
- Right-of-Way
- Mitigation

Assumption(s)

- The CITY will provide approximate square footage costs for additional ROW

- One set of design team plans (1/2 size) and specifications via hardcopy or Adobe PDF format “to scale” (full or 1/2 scale) via email/FTP site will be provided to the CONSULTANT prior to development of the cost estimates
- The CONSULTANT will develop the cost estimate in Uniformat work breakdown structure with quantities and single unit cost with summary sheet showing construction markups and construction cost total.
- The estimating work will not include:
 - Owner’s soft cost estimate
 - Site visit (except at the VE study)
 - Major reformatting of the estimate
- Construction schedule, life cycle costs and value engineering studies.

Deliverable(s)

- Cost estimates for two alternatives analysis (electronic and five hard copies)
- Thirty percent preliminary estimates (electronic and five hard copies)

Task 9.4 – Channelization Plans for Approval

The CONSULTANT shall prepare channelization plans for approval of the new interchange within the project limits. The plans shall be prepared using the latest MUTCD and WSDOT Design Manual guidelines. The plans shall be prepared at 1"=100' scale. The plans shall show elements outlined in the WSDOT Southwest Region Design Guidelines, and the WSDOT Southwest Region Checklist for Channelization Plans. For budgeting purposes, it is assumed that WSDOT will review the channelization plans three times and provide one consolidated set of comments for each review. After each review, as part of the next submittal, the CONSULTANT shall respond to each review comment indicating how and where the comment was addressed.

Deliverable(s)

- Three submittals draft channelization plans for review (two 11x17 hard copies)
- Final channelization plans for approval (one electronic copy and one full-size velum copy)

Task 9.5 – Design Variance

The CONSULTANT shall prepare a list of recommended design deviations, evaluate upgrades, and design exceptions. The CONSULTANT shall submit for approval each recommended deviation and evaluated upgrade. These documents shall be the basis for the development of deviations and evaluate upgrades.

For budgeting purposes, it is assumed that WSDOT will review the deviations and evaluate upgrades three times and provide one consolidated set of comments for each review with each review taking four weeks. All deviations dealing with I-5 will also require FHWA review and approval and additional review time. After each review, as part of the next submittal, the

CONSULTANT shall respond to each review comment indicating how and where the comment was addressed.

Deliverable(s)

- Design variance inventory (one electronic copy and one hard copy)
- Three draft design deviations and evaluate upgrades for approval (two hard copies)
- Three review comment responses
- Final design deviations and evaluate upgrades for approval (one electronic copy and two hard copies)

Task 9.6 – Construction Phasing Plan

The CONSULTANT shall prepare a phasing plan for the preferred alternative. The phasing plan should also include a planning level cost estimate for each individual component and phase of construction. The CONSULTANT shall prepare a phasing plan/memorandum for review and endorsement by the TAC.

WORK ELEMENT 10: UTILITY COORDINATION

The CONSULTANT will provide utility coordination at a level consistent with preliminary engineering (30 percent design). The CONSULTANT shall coordinate with representatives from the following private utility companies: Cascade Natural, Cowlitz PUD, Comcast Cable, Qwest Communications, Frontier Communications, Level 3 Communications, and 360 Networks USA, as well as CITY Operations staff. The following tasks are included in this work element.

- Prepare and mail CITY-approved informational letter to utility companies involved to explain nature of work. Maintain record of correspondence with utility companies.
- Conduct one site visit to verify utility base mapping prepared under Work Element 4. Distribute utility base mapping to utility representatives for review and coordinate with project team surveyors to revise base mapping based on feedback regarding errors or omissions.
- Utility Kick-off Meeting: Conduct one meeting with utilities (Cascade Natural, Cowlitz PUD, Comcast Cable, Qwest Communications, Frontier Communications, Level 3 Communications, and 360 Networks USA and CITY Operations) to discuss existing utilities, anticipated impacts, and areas of concern, and to request record drawings.
- Utility Coordination Meeting: Conduct one meeting with utilities to discuss preliminary engineering (30 percent plans and identify major private utility conflicts to be resolved.
- Utility Conflict Memorandum: Prepare a technical memorandum (approximately 2 to 4 pages) identifying utility issues, major conflicts, and action plan. Coordinate with utility providers to determine cost responsibly for relocations. Identify special construction-related requirements for each utility to aid with preliminary engineering cost estimates. Identify hazardous utility materials requiring special handling. Submit for CITY review. Revise per CITY comments and submit final memorandum.

Assumption(s)

- Subsurface utility exploration (potholing) is not included.

Deliverable(s)

- Informational letter (one electronic .pdf, one hard copy)
- Draft/final meeting notes (electronic .pdf file)
- Draft/final Utility Conflict Memorandum (one electronic .pdf, one hard copy)

PREPARATION REQUIREMENTS

It is anticipated that all design and engineering for facilities located within WSDOT ROW will be developed using English units in accordance with the latest edition, amendments, and revisions of the publications listed below. Design and engineering of facilities located within the CITY will comply with CITY standards and design policies or in accordance with the following publications as directed by CITY staff.

Washington State Department of Transportation Publications

- Design Manual (M 22-01)
- Highway Runoff Manual (M31-016.1) in conjunction with Hydraulics Manual (M 23-03)
- Plans Preparation Manual (M 22-31)
- Amendments and General Special Provisions
- Standard Item Table
- ROW /W Manual
- Environmental Procedures Manual (M31-1)
- Northwest Region Current Practices in Signal Design, including
 - Back Up Data Requirements (Illumination)
 - Engineering Back Up Data Requirements (Signals)
 - Plans Preparation Checklist
 - Northwest Region Standard Loop Numbering
 - Placement of Advanced Loops
- Guidelines for Developing Freshwater Mitigation Plans and Proposals (DOE, 1994)
- American Association of State Highway and Transportation Officials Publications (Latest Versions)
- A Policy on Geometric Design of Highways and Streets
- Standard Specifications for Highway Bridges, Sixteenth Edition
- A Guide for Highway Landscape and Environmental Design
- Highway Design and Operational Practices Related to Highway Safety (Yellow book)
- Roadside Design Guide
- Any American Association of State Highway Officials policy applicable where said policy is not in conflict with the standards of State

U.S. Department of Transportation Publications

- Manual on Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual

Washington State Department of Ecology Publications

- 2005 DOE Stormwater Management Manual for Western Washington

Other Publications

- National Electrical Code
- Applicable County and CITY Publications

Computer Hardware and Software

The CONSULTANT shall provide the PS&E package in the IBM-compatible format of

- Microsoft Office - Windows NT Version 4.0 or latest
- Microsoft Project - Version 4.1a or latest
- Internet Access with Transport Control Protocol/File Transfer Protocol (TCP/FTP) capabilities and the CONSULTANT shall have an e-mail address
- CADD - MicroStation, Bentley Systems, Inc. - MicroStation J or latest version, including continuous updates and AutoCAD 2013
- Design Software - Inroads latest version, including continuous updates

The CONSULTANT shall obtain the latest versions of CITY's manuals.

Obtaining AASHTO, USDOT, and other non-WSDOT or CITY publications shall be the CONSULTANT's responsibility.

EXHIBIT E-1: Consultant Fee Determination

Analysis of Costs - BergerABAM Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal	139	\$82.94	\$ 11,529
Project Manager	2046	\$64.95	132,888
Project Engineer	2948	\$44.11	130,036
Engineer/ Designer	2947	\$31.07	91,563
Planner/ Scientist	1590	\$38.27	60,849
Planner/PI	545	\$35.40	19,293
Graphics/ CADD	690	\$33.80	23,322
Project Coordinator	386	\$30.32	11,704
Direct Salary Cost Total	11291		\$ 481,184
Salary Escalation (see escalation tab)			\$ 21,653

<u>Overhead Cost</u>	<u>150.57%</u>	of DSC	\$ 757,122
<u>Net Fee</u>	<u>32.00%</u>	of DSC	\$ 160,908

SUBTOTAL \$ 1,420,867

Reimbursables

Travel/Parking		\$	396
Reproduction/Postage			1,750
Computer/Special Equipment			-
Miscellaneous			1,750

SUBTOTAL 3,896

BergerABAM SUBTOTAL 72.3% \$ 1,424,762

Subconsultants: (See Exhibit G)

AINW	1.5%	Participation	\$ 29,353.15
DKS Associates	12.9%	Participation	\$ 253,953.93
ENVIRON	3.0%	Participation	\$ 59,114.78
HartCrowser	1.0%	Participation	\$ 18,901.15
OTAK	1.3%	Participation	\$ 25,150.55
PRODIMS	1.2%	Participation	\$ 24,326.89
Sazan Group	1.8%	Participation	\$ 35,897.71

SUBCONSULTANTS SUBTOTAL \$ 446,698

Management Reserve \$ 100,000

GRAND TOTAL \$ 1,971,460

Prepared By _____

Date _____

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
1.0 PROJECT MANAGEMENT										
1.1 Implement QC Program	380	-	-	-	-	-	-	0	-	380
1.2 Monthly Progress Reports and Billing										
Monthly Progress Reports	18	-	-	-	-	-	-	0	-	18
Monthly Invoicing	72	-	-	-	-	-	-	0	-	72
<i>SubTotal</i>	90	0	0	0	0	0	0	0	-	90
1.3 Biweekly Progress Meetings										
Meeting Agendas (26 max)	26	-	-	-	-	-	-	0	-	26
Meeting Attendance (26 max)	258	-	-	16	-	-	-	0	16	274
Meeting Notes (26 max)	104	-	-	-	-	-	-	0	-	104
<i>SubTotal</i>	388	0	0	16	0	0	0	0	16	404
1.4 Project Administration										
Project Administration	522	-	-	-	-	-	-	0	-	522
Internal City Memos (12 Max)	48	-	-	-	-	-	-	0	-	48
Council Briefings (4 Max)	36	-	-	-	-	-	-	0	-	36
<i>SubTotal</i>	606	0	0	0	0	0	0	0	-	606
1.5 Project Schedule										
Prepare Project Schedule	40	-	-	-	-	-	-	0	-	40
Ongoing Schedule Tracking and Maintenance	60	-	-	-	-	-	-	0	-	60
<i>SubTotal</i>	100	0	0	0	0	0	0	0	-	100
TASK HOURS	1564	0	0	16	0	0	0	0	16	1580
Rounded Cost Subtotals=	\$ 261,500	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ 263,700.00
2.0 PUBLIC INVOLVEMENT										
2.1 Public Involvement Plan										
Population Maps	4	-	-	-	-	-	-	0	-	4
Property and Business Ownership Aerial Map	4	-	-	-	-	-	-	0	-	4
Draft PIP	26	-	-	-	-	-	-	0	-	26
Final PIP	11	-	-	-	-	-	-	0	-	11
<i>SubTotal</i>	45	0	0	0	0	0	0	0	-	45

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
2.2 Stakeholder Interview										
Interview Planning Mtg with City	6	-	-	-	-	-	-	0	-	6
Interview Questions	5	-	-	-	-	-	-	0	-	5
Stakeholder Interviews (25 max)	60	-	-	-	-	-	-	0	-	60
Draft Stakeholder Findings Summary Report	18	-	-	-	-	-	-	0	-	18
Final Stakeholder Findings Summary Report	9	-	-	-	-	-	-	0	-	9
<i>SubTotal</i>	98	0	0	0	0	0	0	0	-	98
2.3 Newsletters & Posters										
Original Newsletter	48	-	-	-	-	-	-	0	-	48
Newsletter Updates (3 max)	36	-	-	-	-	-	-	0	-	36
Poster	23	-	-	-	-	-	-	0	-	23
<i>SubTotal</i>	107	0	0	0	0	0	0	0	-	107
2.4 Project Website										
Original Website	100	-	-	-	-	-	-	0	-	100
On-Going Maintenance	38	-	-	-	-	-	-	0	-	38
Substantive Updates (5 max)	62	-	-	-	-	-	-	0	-	62
<i>SubTotal</i>	200	0	0	0	0	0	0	0	-	200
2.5 Open House										
Preplanning Preparation and Meeting	12	-	-	-	-	-	-	0	-	12
Graphics and Boards	36	-	-	-	-	-	-	0	-	36
Meeting Materials (Sign-in sheets, etc.)	7	-	-	-	-	-	-	0	-	7
Meeting Notes	3	-	-	-	-	-	-	0	-	3
Open House Attendance	18	-	-	-	-	-	-	0	-	18
Open House Summary Document	9	-	-	-	-	-	-	0	-	9
<i>SubTotal</i>	85	0	0	0	0	0	0	0	-	85
2.6 Small Group Meetings										
Small Group Meetings	0	-	-	-	-	-	-	0	-	0
Meeting Notes	0	-	-	-	-	-	-	0	-	0
Meeting Materials	0	-	-	-	-	-	-	0	-	0
<i>SubTotal</i>	0	0	0	0	0	0	0	0	-	0
TASK HOURS	535	0	0	0	0	0	0	0	0	535
Cost Subtotals=	\$ 60,600	\$ -	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ 62,000

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
3.0 CONSENSUS BUILDING										
3.1 Chartering Meeting	6	-	-	-	-	-	-	0	-	6
Meeting Agenda and Preparation	10	-	3	-	-	-	-	0	-	13
Team Chartering Tech Memorandum	10	-	-	-	-	-	-	0	-	10
<i>SubTotal</i>	26	0	3	0	0	0	0	0	3	29
3.2 TAC Support										
Meeting Agendas and Presentations (12 max)	36	-	-	-	-	-	-	0	-	36
Meeting Attendance (12 max)	72	-	24	-	8	-	-	0	32	104
Meeting Notes (12 max)	44	-	-	-	-	-	-	0	-	44
<i>SubTotal</i>	152	0	24	0	8	0	0	0	32	184
3.3 TAC Recommendation on the Proposed Configuration										
Draft TAC Recommendation Letter	64	-	-	-	-	-	-	0	-	64
Final TAC Recommendation Letter	20	-	-	-	-	-	-	0	-	20
<i>SubTotal</i>	84	0	0	0	0	0	0	0	-	84
3.4 Executive Committee Support										
Meeting Agendas and Presentations (4 max)	12	-	-	-	-	-	-	0	-	12
Meeting Attendance (4 max)	24	-	-	-	-	-	-	0	-	24
Meeting Notes (4 max)	14	-	-	-	-	-	-	0	-	14
<i>SubTotal</i>	50	0	0	0	0	0	0	0	-	50
3.5 Project Advisory Group Support										
Meeting Agendas and Presentations (6 max)	12	-	-	-	-	-	-	0	-	12
Meeting Attendance (6 max)	54	-	12	-	-	-	-	0	12	66
Meeting Notes (6 max)	29	-	-	-	-	-	-	0	-	29
<i>SubTotal</i>	95	0	12	0	0	0	0	0	12	107
TASK HOURS	407	0	39	0	8	0	0	0	47	454
Cost Subtotals=	\$ 64,400	\$ -	\$ 7,200	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ 8,800	\$ 73,200

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
4.0 BASE MAPPING										
4.1 Survey and Base Map										
Prepare topographic base map from existing GIS data	2	-	-	-	-	90	-	0	90	92
Map of existing utilities via GIS and field observations	2	-	-	-	-	130	-	0	130	132
SubTotal	4	0	0	0	0	220	0	0	220	224
TASK HOURS	4	0	0	0	0	220	0	0	220	224
Cost Subtotals=	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 17,600	\$ -	\$ -	\$ 17,600	\$ 18,400
5.0 CONFIGURATION SELECTION										
5.1 Develop Screening Process for Alternatives and Matrix										
Draft Screening Criteria	54	-	8	-	-	-	-	0	8	62
Final Screening Criteria	10	-	2	-	-	-	-	0	2	12
Screening/Decision Matrix	14	-	12	-	-	-	-	0	12	26
SubTotal	78	0	22	0	0	0	0	0	22	100
5.2 Alternatives Evaluated										
5.2.1 Identification of Alternatives and Brainstorming Session	136	-	-	-	-	-	-	0	-	136
Prepare Build Alternatives Development Session Materials	48	-	-	-	-	-	-	0	-	48
Conduct Build Alternatives Development Meeting	16	-	4	-	-	-	-	0	4	20
Summary of Build Alternatives Development Meeting	66	-	-	-	-	-	-	0	-	66
Limited Construction Alternatives Analysis	12	-	-	-	-	-	-	0	-	12
Prepare No-Action Alternative	24	-	-	-	-	-	-	0	-	24
SubTotal	302	0	4	0	0	0	0	0	4	306
5.3 Geotechnical Reconnaissance Memo										
Draft Geotechnical Reconnaissance Memo	8	-	-	-	98	-	-	0	98	106
Final Geotechnical Reconnaissance Memo	4	-	-	-	22	-	-	0	22	26
SubTotal	12	0	0	0	120	0	0	0	120	132
5.4 Alternatives Screening										
Level 1 Screening Technical Memorandum	92	-	12	-	-	-	-	0	12	104
Level 2 Screening Technical Memorandum	92	-	12	-	-	-	-	0	12	104
20% Engineering (4 Alternatives max)	1785	-	-	-	-	-	-	0	-	1785
25% Engineering for VE Study (2 Alternatives max)	168	-	-	-	-	-	-	0	-	168
Council Briefings Presentations Preparation	10	-	-	-	-	-	-	0	-	10
Council Briefings Attendance (4 max)	16	-	-	-	-	-	-	0	-	16
SubTotal	2163	0	24	0	0	0	0	0	24	2187

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
5.5 Value Engineering Study										
Value Analysis Review	105	-	-	-	-	-	94	37	131	236
Recommended Alternatives Report	6	-	-	-	-	-	24	2	26	32
Value Engineering Workshop	99	-	-	-	-	-	-	0	-	99
Value Engineering Report	6	-	-	-	-	-	-	0	-	6
Evaluation and Recommendation VE Memo	30	-	-	-	-	-	4	0	4	34
<i>SubTotal</i>	246	0	0	0	0	0	122	39	161	407
5.6 Alternatives Summary Report										
Draft Alternatives Summary Report	268	-	-	-	-	-	-	0	-	268
Final Alternatives Summary Report	84	-	-	-	-	-	-	0	-	84
<i>SubTotal</i>	352	0	0	0	0	0	0	0	-	352
TASK HOURS	3153	0	50	0	120	0	122	39	331	3484
Cost Subtotals=	\$ 389,500	\$ -	\$ 12,100	\$ -	\$ 17,100	\$ -	\$ 32,200	\$ 13,200	\$ 74,600	\$ 450,900
6.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION										
6.1 Project Purpose and Need										
Draft Purpose and Need	20	-	6	-	-	-	-	0	6	26
Final Purpose and Need	12	-	-	-	-	-	-	0	-	12
<i>SubTotal</i>	32	0	6	0	0	0	0	0	6	38
6.2 Environmental Methods and Assumptions Memorandum										
Team Coordination Meetings (5 max)	50	-	-	-	-	-	-	0	-	50
Agency Coordination Meetings (4 max)	56	-	-	-	-	-	-	0	-	56
Draft Envrn Methods and Assumptions Memo	28	-	-	-	-	-	-	0	-	28
Final Envrn Methods and Assumptions Memo	16	-	-	-	-	-	-	0	-	16
<i>SubTotal</i>	150	0	0	0	0	0	0	0	-	150
6.3 Corridor-Level Environmental Site Assessment (ESA)										
Data Collection and Field Work	81	-	-	-	-	-	-	0	-	81
Draft Corridor Level ESA Letter Report	58	-	-	-	-	-	-	0	-	58
Final Corridor Level ESA Letter Report	26	-	-	-	-	-	-	0	-	26
<i>SubTotal</i>	165	0	0	0	0	0	0	0	-	165

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
6.4 Cultural and Historic Resources Study										
Draft APE Submittal	8	18	-	-	-	-	-	0	18	26
Final APE Submittal	2	-	-	-	-	-	-	0	-	2
Draft Cultural Resources Report	8	295	-	-	-	-	-	0	295	303
Final Cultural Resources Report	4	10	-	-	-	-	-	0	10	14
SubTotal	22	323	0	0	0	0	0	0	323	345
6.5 Wetlands and Critical Areas Study										
Data Collection and/or Field Work	32	-	-	-	-	-	-	0	-	32
Draft Memo	102	-	-	-	-	-	-	0	-	102
Final Memo	66	-	-	-	-	-	-	0	-	66
SubTotal	200	0	0	0	0	0	0	0	0	200
6.6 Air Quality Analysis										
Traffic Data Review	0	-	14	60	-	-	-	0	-	74
Analysis	2	-	-	102	-	-	-	0	-	104
Draft Air Quality Analysis Report	8	-	-	-	-	-	-	0	-	8
Final Air Quality Analysis Report	2	-	-	28	-	-	-	0	-	30
SubTotal	12	0	14	190	0	0	0	0	204	216
6.7 Noise Analysis										
Sound Level Measurements	0	-	-	32	-	-	-	0	-	32
Construction Noise Impact Evaluation	0	-	-	8	-	-	-	0	-	8
Traffic Noise Impact Evaluation	0	-	-	-	-	-	-	0	-	0
Mitigation Analysis	1	-	-	-	-	-	-	0	-	1
Draft Traffic Noise Report	2	-	-	-	-	-	-	0	-	2
Final Traffic Noise Report	2	-	-	16	-	-	-	0	-	18
SubTotal	5	0	0	56	0	0	0	0	56	61
6.8 ESA Compliance and Assessment										
Analysis and Draft Report	203	-	-	-	-	-	-	0	-	203
Final Report	86	-	-	-	-	-	-	0	-	86
WSDOT Coordination	2	-	-	-	-	-	-	0	-	2
SubTotal	291	0	0	0	0	0	0	0	0	291
6.9 Social, Economic and Land Use Impacts Study										
Data Collection & Analysis, Coordination	48	-	-	-	-	-	-	0	-	48
Report Preparation	140	-	-	-	-	-	-	0	-	140
Final Report (Revisions from City, WSDOT, FHWA)	54	-	-	-	-	-	-	0	-	54
SubTotal	242	0	0	0	0	0	0	0	0	242

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowiser	OTAK	Zazan Group	PRODIMIS	SUBS	TOTAL
6.10 Environmental Justice										
Data Collection and Field Work	24	-	-	-	-	-	-	0	-	24
Analysis and Draft Report	97	-	-	-	-	-	-	0	-	97
Final Report & WSDOT Revisions	50	-	-	-	-	-	-	0	-	50
<i>SubTotal</i>	171	0	0	0	0	0	0	0	-	171
6.11 Visual Quality Technical Memorandum										
Data Collection and Field Work	40	-	-	-	-	-	-	0	-	40
Draft Visual Quality Memorandum	80	-	-	-	-	-	-	0	-	80
Final Visual Quality Memorandum	40	-	-	-	-	-	-	0	-	40
<i>SubTotal</i>	160	0	0	0	0	0	0	0	-	160
6.12 Water Quality/Stormwater Technical Memorandum										
Analysis and Modeling	84	-	-	-	-	-	-	0	-	84
Draft Water Quality/Stormwater Memorandum	44	-	-	-	-	-	-	0	-	44
Final Water Quality/Stormwater Memorandum	28	-	-	-	-	-	-	0	-	28
<i>SubTotal</i>	156	0	0	0	0	0	0	0	-	156
6.13 NEPA Documentation and Approval										
Draft DCE	118	-	-	4	-	-	-	0	4	122
Final DCE & WSDOT Coordination	56	-	-	4	-	-	-	0	4	60
<i>SubTotal</i>	174	0	0	8	0	0	0	0	8	182
6.14 SEPA Documentation and Approval										
SEPA Checklist Review and Support	122	-	-	4	-	-	-	0	4	126
Draft Determination of Non-Significance (DNS)	18	-	-	-	-	-	-	0	-	18
Final DNS & Response to Comments	16	-	-	16	-	-	-	0	16	32
<i>SubTotal</i>	156	0	0	20	0	0	0	0	20	176
TASK HOURS	1936	323	20	274	0	0	0	0	617	2553
Cost Subtotals=	\$ 231,100	\$ 29,900	\$ 3,900	\$ 55,500	\$ -	\$ -	\$ -	\$ -	\$ 89,300	\$ 320,400
7.0 TRAVEL DEMAND FORECASTING & OPERATIONAL ANALYSIS										
Traffic Forecasting and Modeling for Alternatives Selection										
Background Document and Data Collection	0	-	132	-	-	-	-	0	132	132
Existing Transportation Conditions Analysis	4	-	157	-	-	-	-	0	157	161
Future Traffic Volume Forecasting For Alternatives Analysis	4	-	133	-	-	-	-	0	133	137
Future Alternatives Traffic Analysis	4	-	389	-	-	-	-	0	389	393
<i>SubTotal</i>	12	0	811	0	0	0	0	0	811	823

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
Traffic Forecasting and Modeling for IJR										
7.5 Refinement of Future Travel Demand Forecasting to Support IJR	4	-	275	-	-	-	-	0	275	279
7.6 Refined Future Traffic Conditions Analysis to Support IJR	4	-	1,014	-	-	-	-	0	1,014	1018
SubTotal	8	0	1289	0	0	0	0	0	1,289	1297
TASK HOURS	20	0	2100	0	0	0	0	0	2,100	2120
Cost Subtotals=	\$ 3,900	\$ -	\$ 213,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 213,400	\$ 217,300
8.0 INTERCHANGE JUSTIFICATION REPORT										
8.1 Interchange Justification Report										
Draft No.1 of IJR	404	-	90	-	-	-	-	0	90	494
Response to Draft No. 1 Comments	12	-	-	-	-	-	-	0	-	12
Draft No. 2 of IJR	202	-	28	-	-	-	-	0	28	230
Response to Draft No. 2 Comments	12	-	-	-	-	-	-	0	-	12
Final of IJR	50	-	-	-	-	-	-	0	-	50
SubTotal	680	0	118	0	0	0	0	0	118	798
TASK HOURS	680	0	118	0	0	0	0	0	118	798
Cost Subtotals=	\$ 85,300	\$ -	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500	\$ 97,800
9.0 PRELIMINARY ENGINEERING										
9.1 Hydraulics Report										
Data Collection and Analysis	204	-	-	-	-	-	-	0	-	204
Draft No. 1 of Hydraulics Report	544	-	-	-	-	-	-	0	-	544
Response to Draft No.1 Comments	36	-	-	-	-	-	-	0	-	36
Draft No. 2 of Hydraulics Report	176	-	-	-	-	-	-	0	-	176
Response to Draft No. 2 Comments	18	-	-	-	-	-	-	0	-	18
Final Hydraulics Report	112	-	-	-	-	-	-	0	-	112
SubTotal	1090	0	0	0	0	0	0	0	-	1090

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
9.2 Preliminary Plans										
1 Cover Sheet	14	-	-	-	-	-	-	0	-	14
1 Vicinity Map	14	-	-	-	-	-	-	0	-	14
5 Alignment and ROW	68	-	-	-	-	-	-	0	-	
5 Roadway Sections	68	-	-	-	-	-	-	0	-	
5 Site Preparation	68	-	-	-	-	-	-	0	-	
5 Roadway Profiles	68	-	-	-	-	-	-	0	-	
5 Drainage Plans	68	-	-	-	-	-	-	0	-	
5 Drainage Profiles	68	-	-	-	-	-	-	0	-	
1 Structure Plan & Elevation	14	-	-	-	-	-	-	0	-	
6 Walls	80	-	-	-	-	-	-	0	-	80
5 Pavement Markings	68	-	-	-	-	-	-	0	-	68
5 Paving Plans	68	-	-	-	-	-	-	0	-	
2 Miscellaneous	26	-	-	-	-	-	-	0	-	26
SubTotal	692	0	0	0	0	0	0	0	0	692
9.3 Preliminary Cost Estimate	168	-	-	-	-	-	-	64	64	232
9.4 Channelization Plans for Approval										
Draft No. 1 of Channelization Plans	460	-	-	-	-	-	-	0	-	460
Draft No. 2 of Channelization Plans	168	-	-	-	-	-	-	0	-	168
Draft No. 3 of Channelization Plans	108	-	-	-	-	-	-	0	-	108
Final Channelization Plans	22	-	-	-	-	-	-	0	-	22
SubTotal	758	0	0	0	0	0	0	0	0	758
9.5 Design Variance										
Design Variance Inventory	13	-	-	-	-	-	-	0	-	13
Draft No. 1 of Deviations and EUs (4 max)	88	-	-	-	-	-	-	0	-	88
Draft No. 2 of Deviations and EUs (4 max)	48	-	-	-	-	-	-	0	-	48
Draft No. 3 of Deviations and EUs (4 max)	24	-	-	-	-	-	-	0	-	24
Final Deviations and EUs (4 max)	16	-	-	-	-	-	-	0	-	16
SubTotal	189	0	0	0	0	0	0	0	0	189
9.6 Construction Phasing Plan										
Component Estimate of Preferred Configuration	25	-	-	-	-	-	-	0	-	25
Draft Phasing Plan (1 max)	40	-	-	-	-	-	-	0	-	40
Final Phasing Plan (1 max)	14	-	-	-	-	-	-	0	-	14
SubTotal	79	0	0	0	0	0	0	0	0	79

BergerABAM Inc. Labor Estimate

DESCRIPTION	ABAM	AINW	DKS Associates	ENVIRON	Hart Crowiser	OTAK	Zazan Group	PRODIMS	SUBS	TOTAL
TASK HOURS	2976	0	0	0	0	0	0	64	64	3040
Cost Subtotals=	\$ 338,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,600	\$ 10,600	\$ 338,000
10.0 UTILITY COORDINATION										
10.1 Utility Coordination										
Utility Research	2	-	-	-	-	12	-	0	12	14
Utility Kick-off Meeting	2	-	-	-	-	6	-	0	6	8
Utility Coordination Meeting	2	-	-	-	-	8	-	0	8	10
Draft Utility Conflict Memorandum	8	-	-	-	-	28	-	0	28	36
Final Utility Conflict Memorandum	2	-	-	-	-	28	-	0	28	30
<i>SubTotal</i>	16	0	0	0	0	82	0	0	82	98
TASK HOURS	16	0	0	0	0	82	0	0	82	98
Cost Subtotals=	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ 7,300	\$ -	\$ -	\$ -	\$ 9,400
TOTAL PROJECT HOURS	11,291	323	2,327	290	128	302	122	103	3,595	14,886

EXHIBIT E-1
Escalation Estimate

Scott Avenue Reconnection Project
NEPA and IR - Phase I
Escalation Estimate - Contract Y,*** Supplement #*

Firm	%	Salary Year	Total DSC	1st Year		2nd Year		3rd Year		4th Year		Total Escalation 2nd - 4th Years	Total Contract
				Escalation %	% of Contract	Escalation	% of Contract	Escalation	% of Contract	Escalation %	% of Contract		
BergerABAM	4.50%	Jul - Jun	\$ 481,183.75	5%	10%	\$ 21,653.27	0%	5%	0%	5%	0%	\$ -	100%
AINW	0.00%	Jan - Dec	\$ 9,880.50	5%	100%	\$ -	0%	5%	0%	5%	0%	\$ -	100%
DKS Associates	3.00%	Jan - Dec	\$ 75,754.80	5%	40%	\$ 2,272.64	60%	5%	0%	5%	0%	\$ -	100%
ENVIRON	0.50%	Jan - Dec	\$ 19,811.82	5%	90%	\$ 99.06	10%	5%	0%	5%	0%	\$ -	100%
HartCrowser	0.00%	Jan - Dec	\$ 5,587.25	5%	100%	\$ -	0%	5%	0%	5%	0%	\$ -	100%
OTAK	0.00%	Jan - Dec	\$ 8,153.46	5%	100%	\$ -	0%	5%	0%	5%	0%	\$ -	100%
Zazan Group	0.00%	Jan - Dec	\$ 10,566.64	5%	100%	\$ -	0%	5%	0%	5%	0%	\$ -	100%
PRODIMS	0.00%	Jan - Dec	\$ 23,760.00	5%	100%	\$ -	0%	5%	0%	5%	0%	\$ -	100%

EXHIBIT E-1
BergerABAM Inc. Blended Rates

Classification	Name	Base Wage Rate	% Participation	Blended Base Wage Rate
Principal	Bob F	\$79.33	50%	\$82.94
	John W	\$86.54	50%	
Project Manager	Jilma J	\$64.18	60%	\$64.95
	Sam A	\$66.11	40%	
			100%	
Project Engineer	Shawna L	\$42.91	20%	\$44.11
	Jessica A	\$44.11	40%	
	Rob S	\$44.71	40%	
			100%	
Engineer/ Designer	José S	\$31.49	45%	\$31.07
	Jake L	\$32.21	45%	
	Veronica V	\$24.00	10%	
			100%	
Planner/ Scientist	Read S	\$45.67	35%	\$38.27
	Tabitha R	\$45.19	25%	
	Jennifer C	\$28.85	10%	
	Dustin D	\$32.21	15%	
	Travis K	\$21.78	15%	
			100%	
Planner/PI	Jim G	\$38.32	60%	\$35.40
	Vanessa V	\$25.96	10%	
	Melissa T	\$32.69	30%	
			100%	
Graphics/ CADD	Jef B	\$46.97	20%	\$33.80
	Kim C	\$32.74	20%	
	Mark E	\$29.76	60%	
			100%	
Project Coordinator	Kelly R	\$29.62	30%	\$30.32
	Madeleine D	\$33.65	40%	
	Diana G	\$25.96	20%	
	Diann S	\$25.55	5%	
	Nora B	\$30.10	5%	
			100%	

EXHIBIT E-1
BergerABAM Inc. Reimbursable Estimate

BergerABAM Inc.

REIMBURSABLES

	Units	at	Cost		
Travel/Parking					
Miles	700	\$	0.565	\$	395.50
Parking				\$	-
					Travel Subtotal
					\$395.50
Reproduction/Postage					
2 X 3 Boards	6	\$	50.00	\$	300.00
Facts Sheet Printing (1200)	1200	\$	0.50	\$	600.00
Facts Sheet Postage and Mailing	1000	\$	0.75	\$	750.00
Courier	4	\$	25.00	\$	100.00
					Reproduction Subtotal
					\$1,750.00
Computer/Special Equipment					
Computer Time				\$	-
				\$	-
				\$	-
				\$	-
					Computer Subtotal
					\$
Miscellaneous					
Document Translation	1	\$	1,500.00	\$	1,500.00
Other Miscellaneous Expenses	1	\$	250.00	\$	250.00
				\$	-
				\$	-
					Miscellaneous Subtotal
					\$1,750.00

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	
1.0 PROJECT MANAGEMENT										
1.1 Implement QC Program	40	120	200						20	380
1.2 Monthly Progress Reports and Billing										
Monthly Progress Reports (18 max)		18								18
Monthly Invoicing (18 max)		36							36	72
<i>SubTotal</i>	0	54	0	0	0	0	0	0	36	90
1.3 Biweekly Progress Meetings										
Meeting Agendas (26 max)		26								26
Meeting Attendance (26 max)		156	78			24				258
Meeting Notes (26 max)		26	52						26	104
<i>SubTotal</i>	0	208	130	0	0	24	0	0	26	388
1.4 Project Administration										
Project Administration	12	430							80	522
Internal City Memos (12 Max)		36							12	48
Council Briefings (4 Max)		24							12	36
<i>SubTotal</i>	12	490	0	0	0	0	0	0	12	606
1.5 Project Schedule										
Prepare Project Schedule		16	24							40
Ongoing Schedule Tracking and Maintenance		20	40							60
<i>SubTotal</i>	0	36	64	0	0	0	0	0	0	100
TASK HOURS	52	908	394	0	0	24	12	174	1564	
Cost Subtotals=	\$ 12,845	\$ 175,641	\$ 51,760	\$ -	\$ -	\$ 2,530	\$ 1,208	\$ 17,516	\$ 261,499.94	\$ 261,500
								Rounded:	\$	
2.0 PUBLIC INVOLVEMENT										
2.1 Public Involvement Plan										
Population Maps						4				4
Property and Business Ownership Aerial Map						4				4
Draft PIP	2					24				26
Final PIP	1					10				11
<i>SubTotal</i>	3	0	0	0	0	42	0	0	0	45

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	
2.2 Stakeholder Interview										
Interview Planning Mtg with City	2					4			6	
Interview Questions	2					3			5	
Stakeholder Interviews (25 max)						60			60	
Draft Stakeholder Findings Summary Report		2				16			18	
Final Stakeholder Findings Summary Report		2				7			9	
<i>SubTotal</i>	4	4	0	0	0	90	0	0	98	
2.3 Newsletters & Posters										
Original Newsletter		4				44			48	
Newsletter Updates (3 max)		4				32			36	
Poster		2				21			23	
<i>SubTotal</i>	0	10	0	0	0	97	0	0	107	
2.4 Project Website										
Original Website		8				92			100	
On-Going Maintenance		4				34			38	
Substantive Updates (5 max)		4				58			62	
<i>SubTotal</i>	0	16	0	0	0	184	0	0	200	
2.5 Open House										
Preplanning Preparation and Meeting						12			12	
Graphics and Boards						36			36	
Meeting Materials (Sign-in sheets, etc.)						7			7	
Meeting Notes						3			3	
Open House Attendance		4	4			10			18	
Open House Summary Document		1				8			9	
<i>SubTotal</i>	0	5	4	0	0	76	0	0	85	
2.6 Small Group Meetings										
Small Group Meetings									0	
Meeting Notes									0	
Meeting Materials									0	
<i>SubTotal</i>	0	0	0	0	0	0	0	0	0	
TASK HOURS	7	35	4	0	0	489	0	0	535	
Cost Subtotals=	\$ 1,729	\$ 6,770	\$ 525	\$ -	\$ -	\$ 51,555	\$ -	\$ -	\$ 60,580	
								Rounded:	\$ 60,600	

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal	Project Manager	Project Engineer	Engineer/ Designer	Planner/ Scientist	Planner/PI	Graphics/ CADD	Project Coordinator	TOTAL	
	\$ 247.02	\$ 193.44	\$ 131.37	\$ 92.53	\$ 113.98	\$ 105.43	\$ 100.66	\$ 90.30		
3.0 CONSENSUS BUILDING										
3.1 Chartering Meeting										
Meeting Agenda and Preparation		4				2			6	
Meeting Attendance	2	4				4			10	
Team Chartering Tech Memorandum		8						2	10	
<i>SubTotal</i>	2	16	0	0	0	6	0	2	26	
3.2 TAC Support										
Meeting Agendas and Presentations (12 max)		24	12						36	
Meeting Attendance (12 max)		48	24						72	
Meeting Notes (12 max)		12	24					8	44	
<i>SubTotal</i>	0	84	60	0	0	0	0	8	152	
3.3 TAC Recommendation on the Proposed Configuration										
Draft TAC Recommendation Letter		20	40					4	64	
Final TAC Recommendation Letter		6	12					2	20	
<i>SubTotal</i>	0	26	52	0	0	0	0	6	84	
3.4 Executive Committee Support										
Meeting Agendas and Presentations (4 max)		8	4						12	
Meeting Attendance (4 max)		16	8						24	
Meeting Notes (4 max)		4	8					2	14	
<i>SubTotal</i>	0	28	20	0	0	0	0	2	50	
3.5 Project Advisory Group Support										
Meeting Agendas and Presentations (6 max)		12							12	
Meeting Attendance (6 max)		24	12			18			54	
Meeting Notes (6 max)		6	12			8		3	29	
<i>SubTotal</i>	0	42	24	0	0	26	0	3	95	
TASK HOURS	2	196	156	0	0	32	0	21	407	
Cost Subtotals=	\$ 494	\$ 37,914	\$ 20,494	\$ -	\$ -	\$ 3,374	\$ -	\$ 2,114	\$ 64,389	
									\$ 64,400	
4.0 BASE MAPPING										
4.1 Survey and Base Map										
Prepare topographic base map from existing GIS data		2							2	
Map of existing utilities via GIS and field observations		2							2	

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal	Project Manager	Project Engineer	Engineer/ Designer	Planner/ Scientist	Planner/PI	Graphics/ CADD	Project Coordinator	TOTAL	
	\$ 247.02	\$ 193.44	\$ 131.37	\$ 92.53	\$ 113.98	\$ 105.43	\$ 100.66	\$ 90.30		
SubTotal	0	4	0	0	0	0	0	0	4	
TASK HOURS	0	4	0	0	0	0	0	0	4	
Cost Subtotals=	\$ -	\$ 774	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 774	\$ 800
5.0 CONFIGURATION SELECTION										
5.1 Develop Screening Process for Alternatives and Matrix										
Draft Screening Criteria	2	40	12							54
Final Screening Criteria	2	4	4							10
Screening/Decision Matrix	2		12							14
SubTotal	6	44	28	0	0	0	0	0	0	78
5.2 Alternatives Evaluated										
5.2.1 Identification of Alternatives and Brainstorming Session		24	8	80			24			136
Prepare Build Alternatives Development Session Materials		8	16	24						48
Conduct Build Alternatives Development Meeting		8	8							16
Summary of Build Alternatives Development Meeting		22	32	8				4		66
Limited Construction Alternatives Analysis		4	8							12
Prepare No-Action Alternative		4	20							24
SubTotal	0	70	92	112	0	0	24	4		302
5.3 Geotechnical Reconnaissance Memo										
Draft Geotechnical Reconnaissance Memo		8								8
Final Geotechnical Reconnaissance Memo		4								4
SubTotal	0	12	0	0	0	0	0	0	0	12
5.4 Alternatives Screening										
Level 1 Screening Technical Memorandum		20	48	24						92
Level 2 Screening Technical Memorandum		20	48	24						92
20% Engineering (4 Alternatives max)		100	600	985			100			1785
25% Engineering for VE Study (2 Alternatives max)		8	40	80			40			168
Council Briefings Presentations Preparation		2								10
Council Briefings Attendance (4 max)		8	8							16
SubTotal	0	158	744	1113	0	0	148	0		2163
5.5 Value Engineering Study										
Value Analysis Review	35	70								105
Recommended Alternatives Report	2	4								6

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	
Value Engineering Workshop	33	66							99	
Value Engineering Report	2	4							6	
Evaluation and Recommendation VE Memo	0	24						6	30	
		168	0	0	0	0	0	6	246	
<i>SubTotal</i>	72	168	0	0	0	0	0	6	246	
5.6 Alternatives Summary Report										
Draft Alternatives Summary Report		8	60	120			40	40	268	
Final Alternatives Summary Report		4	16	40			16	8	84	
<i>SubTotal</i>	0	12	76	160	0	0	56	48	352	
TASK HOURS	78	464	940	1385	0	0	228	58	3153	
Cost Subtotals=	\$ 19,267	\$ 89,755	\$ 123,488	\$ 128,160	\$ -	\$ -	\$ 22,952	\$ 5,839	\$ 389,461	
								Rounded: \$	\$ 389,500	
6.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION										
6.1 Project Purpose and Need										
Draft Purpose and Need		2			18				20	
Final Purpose and Need		2			10				12	
<i>SubTotal</i>	0	4	0	0	28	0	0	0	32	
6.2 Environmental Methods and Assumptions Memorandum										
Team Coordination Meetings (5 max)		10			40				50	
Agency Coordination Meetings (4 max)		8			48				56	
Draft Envrn Methods and Assumptions Memo		2			26				28	
Final Envrn Methods and Assumptions Memo		2			14				16	
<i>SubTotal</i>	0	22	0	0	128	0	0	0	150	
6.3 Corridor-Level Environmental Site Assessment (ESA)										
Data Collection and Field Work					80			1	81	
Draft Corridor Level ESA Letter Report		2			40		8	8	58	
Final Corridor Level ESA Letter Report		2			16		4	4	26	
<i>SubTotal</i>	0	4	0	0	136	0	12	13	165	
6.4 Cultural and Historic Resources Study										
Draft APE Submittal		8							8	
Final APE Submittal		2							2	
Draft Cultural Resources Report		8							8	
Final Cultural Resources Report		4							4	
<i>SubTotal</i>	0	22	0	0	0	0	0	0	22	

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	
6.5 Wetlands and Critical Areas Study										
Data Collection and/or Field Work					32				32	
Draft Memo		2			100				102	
Final Memo		2			64				66	
<i>SubTotal</i>	0	4	0	0	196	0	0	0	200	
6.6 Air Quality Analysis										
Traffic Data Review									0	
Analysis		2							2	
Draft Air Quality Analysis Report		8							8	
Final Air Quality Analysis Report		2							2	
<i>SubTotal</i>	0	12	0	0	0	0	0	0	12	
6.7 Noise Analysis										
Sound Level Measurements									0	
Construction Noise Impact Evaluation									0	
Traffic Noise Impact Evaluation									0	
Mitigation Analysis		1							1	
Draft Traffic Noise Report		2							2	
Final Traffic Noise Report		2							2	
<i>SubTotal</i>	0	5	0	0	0	0	0	0	5	
6.8 ESA Compliance and Assessment										
Analysis and Draft Report		2			177		24		203	
Final Report		2			84				86	
WSDOT Coordination		2			0				2	
<i>SubTotal</i>	0	6	0	0	261	0	24	0	291	
6.9 Social, Economic and Land Use Impacts Study										
Data Collection & Analysis, Coordination		4			28		16		48	
Report Preparation		8			132				140	
Final Report (Revisions from City, WSDOT, FHWA)		2			52				54	
<i>SubTotal</i>	0	14	0	0	212	0	16	0	242	
6.10 Environmental Justice										
Data Collection and Field Work					24				24	
Analysis and Draft Report		4			85		8		97	
Final Report & WSDOT Revisions		2			48				50	

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal Manager \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	
	0	6	0	0	157	0	8	0	171	
	<i>SubTotal</i>									
6.11 Visual Quality Technical Memorandum										
Data Collection and Field Work					40					
Draft Visual Quality Memorandum					80				80	
Final Visual Quality Memorandum					40				40	
	0	0	0	0	160	0	0	0	160	
	<i>SubTotal</i>									
6.12 Water Quality/Stormwater Technical Memorandum										
Analysis and Modeling		4	48	16			16		84	
Draft Water Quality/Stormwater Memorandum		12	24	8					44	
Final Water Quality/Stormwater Memorandum		4	12	4			8		28	
	0	20	84	28	0	0	24	0	156	
	<i>SubTotal</i>									
6.13 NEPA Documentation and Approval										
Draft DCE		4			114				118	
Final DCE & WSDOT Coordination		8			48				56	
	0	12	0	0	162	0	0	0	174	
	<i>SubTotal</i>									
6.14 SEPA Documentation and Approval										
SEPA Checklist Review and Support		2			120				122	
Draft Determination of Non-Significance (DNS)		2			16				18	
Final DNS & Response to Comments		2			14				16	
	0	6	0	0	150	0	0	0	156	
	<i>SubTotal</i>									
TASK HOURS	0	137	84	28	1590	0	84	13	1936	
Cost Subtotals=	\$ -	\$ 26,501	\$ 11,035	\$ 2,591	\$ 181,224	\$ -	\$ 8,456	\$ 1,309	\$ 231,116	
								Rounded:	\$ 231,100	
7.0 TRAVEL DEMAND FORECASTING & OPERATIONAL ANALYSIS										
Traffic Forecasting and Modeling for Alternatives Selection										
7.1 Background Document and Data Collection									0	
7.2 Existing Transportation Conditions Analysis		4							4	
7.3 Future Traffic Volume Forecasting For Alternatives Analysis		4							4	
7.4 Future Alternatives Traffic Analysis		4							4	
	0	12	0	0	0	0	0	0	12	
	<i>SubTotal</i>									
Traffic Forecasting and Modeling for IJR										
7.5 Refinement of Future Travel Demand Forecasting to Support IJR		4							4	

BergerABAM Inc. Labor Estimate

BergerABAM Inc.										
DESCRIPTION	Principal \$ 247.02	Project Manager \$ 193.44	Project Engineer \$ 131.37	Engineer/ Designer \$ 92.53	Planner/ Scientist \$ 113.98	Planner/PI \$ 105.43	Graphics/ CADD \$ 100.66	Project Coordinator \$ 90.30	TOTAL	TOTAL
1 Structure Plan & Elevation	0	2	4	4	0	0	4	0	14	14
6 Walls	0	6	28	26	0	0	20	0	80	80
5 Pavement Markings	0	6	24	22	0	0	16	0	68	68
5 Paving Plans	0	6	24	22	0	0	16	0	68	68
2 Miscellaneous	0	2	10	8	0	0	6	0	26	26
SubTotal	0	62	242	222	0	0	166	0	692	692
9.3 Preliminary Cost Estimate		8	40	120					168	168
9.4 Channelization Plans for Approval										
Draft No. 1 of Channelization Plans		40	100	240			80		460	460
Draft No. 2 of Channelization Plans		8	40	80			40		168	168
Draft N. 3 of Channelization Plans		8	40	40			20		108	108
Final Channelization Plans		2	8	4			8		22	22
SubTotal	0	58	188	364	0	0	148	0	758	758
9.5 Design Variance										
Design Variance Inventory		1	4	8					13	13
Draft No. 1 of Deviations and EUs (4 max)		8	60	12				8	88	88
Draft No. 2 of Deviations and EUs (4 max)		8	24	12				4	48	48
Draft No. 3 of Deviations and EUs (4 max)		4	12	4				4	24	24
Final Deviations and EUs (4 max)		2	8	2				4	16	16
SubTotal	0	23	108	38	0	0	0	20	189	189
9.6 Construction Phasing Plan										
Component Estimate of Preferred Configuration		1	8	16					25	25
Draft Phasing Plan (1 max)		8	24	8					40	40
Final Phasing Plan (1 max)		4	8	2					14	14
SubTotal	0	13	40	26	0	0	0	0	79	79
TASK HOURS	0	206	994	1382	0	0	338	56	2976	2976
Cost Subtotals=	\$ -	\$ 39,848	\$ 130,582	\$ 127,882	\$ -	\$ -	\$ 34,025	\$ 5,637	\$ 337,975	\$ 337,975
								Rounded:	\$ 338,000	\$ 338,000
10.0 UTILITY COORDINATION										
10.1 Utility Coordination										
Utility Research			2						2	2
Utility Kick-off Meeting			2						2	2
Utility Coordination Meeting			2						2	2

EXHIBIT F



33301 Ninth Avenue South, Suite 300, Federal Way, Washington 98003-2600
206/431-2300 • 206/431-2250 Fax • www.abam.com

Memorandum

Date: 9 May 2013
Subject: BergerABAM Overhead Rate
From: Arnie Rusten
To: BergerABAM Vice Presidents, Department Heads, and Project Managers

The Washington State Department of Transportation (WSDOT) recently completed a desk audit of BergerABAM's overhead rate for fiscal year 2012.

The initial overhead rate that BergerABAM proposed to WSDOT based on FY 2012 data was 153.72 percent. This overhead was prepared using the Federal Acquisition Regulations in conjunction with the WSDOT directives relative to allowable overhead.

WSDOT reviewed the overhead schedule and had several areas where they disagreed with BergerABAM. The company agreed with some of the disallowances, but not all. To be able to continue working for WSDOT, BergerABAM accepted the adjustments as listed in Items J through U on the overhead schedule and the WSDOT's rate of 150.57 percent.

However, BergerABAM does not agree with WSDOT's position as the majority of the disagreements have focused on the issue of "reasonableness" and the requirement that per the Code of Federal Regulations it is incumbent upon the contractor to prove to WSDOT that their approach is reasonable. It is our opinion that BergerABAM provided adequate justification for the allowances; but WSDOT did not accept the justification or, in some cases, did not allow for supplemental information to be submitted. WSDOT's reasoning for not accepting supplementary information was that because this was a desk audit WSDOT had set budgets for their time spent on the audit that should not be exceeded. BergerABAM would like to have whoever is considering using this document and WSDOT's rate as basis for our overhead consider the following factors and allow for an appropriate increase in the WSDOT's overhead rate to 152.52 percent as shown on the accompanying overhead calculation sheet.

We appreciate your willingness to consider our rationale and backup to justify and allow an overhead rate of 152.52 percent. Please feel free to discuss this with the BergerABAM representative, or if you wish to talk directly to the BergerABAM president, please contact Arnie Rusten at 206/431-2356.

AR:nb
Attachment
cc: File

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%	Firm Adj. to WSDOT	Accepted Amount
Direct Labor Base	<u>\$13,169,869</u>	<u>\$131,000</u>	<u>(\$5,321)</u>	H, I, K	<u>\$13,295,548</u>		27,704 J-1	13,323,253
Indirect Salaries								
Proposal Admin Salaries	\$590,767	(\$93,949)	(\$36,153)	A, J	\$460,665	3.46%	36,153 J-1	496,818
Proposal/Negotiation Salaries	2,445,091	(161,925)		A	2,283,166	17.17%		2,283,166
Administrative Salaries	2,671,357	80,998	(\$79,373)	A, H, K, L, M	2,672,983	20.10%	101,115 J-1, L-1, M-1	2,774,097
Payroll Variance	(6,864)	(241,000)	(\$43,989)	H, K	(291,853)	-2.20%		-291,853
Office Support Salaries	154,688				154,688	1.16%		154,688
Accounting Salaries	459,332				459,332	3.45%		459,332
Housekeeping/Stby. Salaries	3,035				3,035	0.02%		3,035
Professional Activities Salaries	126,195				126,195	0.95%		126,195
Education & Training Salaries	312,970				312,970	2.35%		312,970
Research and Development	28,162				28,162	0.21%		28,162
Computer Salary	328,058				328,058	2.47%		328,058
Total Indirect Salaries	<u>\$7,112,791</u>	<u>(\$415,875)</u>	<u>(\$159,515)</u>		<u>\$6,537,401</u>	<u>49.17%</u>		<u>6,674,668</u>
Fringe Benefits/Salary Overhead								
Incentive Compensation	\$727,458		(\$138,093)	N	\$589,365	4.43%	138,093 N-1	727,458
Vacation	1,289,770				1,289,770	9.70%		1,289,770
Holiday	623,393				623,393	4.69%		623,393
Sick Leave	342,080				342,080	2.57%		342,080
Other Paid Leave	29,308				29,308	0.22%		29,308
FICA	1,601,674				1,601,674	12.05%		1,601,674
Federal Unemployment	14,116				14,116	0.11%		14,116
State Unemployment	125,248				125,248	0.94%		125,248
Industrial Insurance	78,538				78,538	0.59%		78,538
USL&H Work Comp	65,438				65,438	0.49%		65,438
Group Insurance	1,968,185				1,968,185	14.80%		1,968,185
Retirement Expense	471,406				471,406	3.55%		471,406
Benefit Recovery	(6,764)				(6,764)	-0.05%		-6,764
Fringe Benefit Adjustment			(\$92,158)	O	(92,158)	-0.69%		-92,158
Total Fringe Benefits/Sal. Ovhd.	<u>\$7,329,849</u>	<u>\$0</u>	<u>(\$138,093)</u>		<u>\$7,099,598</u>	<u>53.40%</u>		<u>7,237,691</u>
Administrative Expenses								
Travel & Subsistence	\$148,859	(\$3,353)	(\$1,606)	B, F, P	\$143,900	1.08%		143,900
Recruiting Fees & Expenses	18,889				18,889	0.14%		18,889
Contract Personnel	22,960				22,960	0.17%		22,960
Advertising	8,307	(8,307)		B, C	0	0.00%		0
Entertainment Expense	2,080	(2,080)		B, C	0	0.00%		0
Charitable Contributions	37,975	(37,975)		B, D	0	0.00%		0
Employee Welfare	286,805	(116,496)	(6,018)	B, E, Q	164,291	1.24%	6,018 Q-1	170,309
Library	32,366	(1,138)		B	31,228	0.23%		31,228
Professional Activities	24,778	(4,695)		A	20,083	0.15%		20,083
Education & Training Fees	233,558		(6,459)	R	227,100	1.71%	4,116 R-1	231,216
General Admin	49,877	54,221	(7,615)	B, G, S	96,483	0.73%	7,615 S-1	104,098
Association Dues	84,122	(11,073)		B	73,049	0.55%		73,049
General Liability Insurance	98,432				98,432	0.74%		98,432
Legal Fees	154,214	(95,327)		B	58,887	0.44%		58,887
Accounting Fees	115,986				115,986	0.87%		115,986
Proposal Administration	272,313	(93,152)	(5,478)	B, T	173,683	1.31%		173,683
Proposal & Negotiation	4				4	0.00%		4
Office and Work Space	1,577,313				1,577,313	11.86%		1,577,313
Operating Expense	68,589				68,589	0.52%		68,589
Furniture & Small Equipment	9,498				9,498	0.07%		9,498
Furn & Small Office Depr.	343,062				343,062	2.58%		343,062
Office Equipment	9,501				9,501	0.07%		9,501
Office Supplies	101,959				101,959	0.77%		101,959
Field Equipment	37,836				37,836	0.28%		37,836
Field Equip Depreciation	31,678				31,678	0.24%		31,678

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%	Firm Adj. to WSDOT	Accepted Amount
Auto Fuel & Maintenance	83,220		(5,660)	U	77,560	0.58%	5,660 U-1	83,220
Auto Insurance & License	8,166		(3,118)	U	5,048	0.04%	3,118 U-1	8,166
Auto & Truck Depreciation	43,498		(1,885)	U	41,614	0.31%	1,885 U-1	43,498
Field Equip Recovery	(84,219)				(84,219)	-0.63%	-1,699 U-1	-85,918
Telephone	294,346				294,346	2.21%		294,346
Postage & Freight	28,753				28,753	0.22%		28,753
Reproduction	182,283				182,283	1.37%		182,283
Personal Property Tax	19,025				19,025	0.14%		19,025
Fidelity Insurance	15,719				15,719	0.12%		15,719
Business & Prof License	36,023				36,023	0.27%		36,023
Interest Expense	2,256	(2,256)		I	(0)	0.00%		0
Error & Omissions Insurance	527,168				527,168	3.96%		527,168
B&O Taxes	841,532				841,532	6.33%		841,532
City and State Taxes	5,478				5,478	0.04%		5,478
Computer Expense	611,339				611,339	4.60%		611,339
Computer Depreciation	355,983				355,983	2.68%		355,983
Total Administrative Expenses	\$6,741,531	(\$321,630)	(\$37,838)		\$6,382,063	48.00%		6,408,776
Total Indirect Costs and Overhead	\$21,184,170	(\$737,505)	(\$335,445)		\$20,019,061	150.57%		20,321,135
Indirect Cost Rate	160.85%		153.72%		150.57%			152.52%

References

Removed by Berger/Abam

- A Unallowable Proposal Admin salaries (\$93,949), Proposal Negotiation Salaries (\$161,925) and Administrative salaries (\$22,022).
- B Unallowable administrative expenses. Firm tracks unallowable expenses on the general ledger.
- C Advertising unallowable per 48 CFR 31.205-1(f).
- D Contributions unallowable per 48 CFR 31.205-8.
- E Removed by Berger/ABAM in compliance with various FARS regulations.
- F Travel and subsistence that are over the daily FAR allowable rates per 48 CFR 31.205-46
- G Unallowable appreciation on stock expense per 48 CFR 31.205-6(i) (\$25,829)
- H Uncompensated overtime estimated adjacent per 48 CFR 37.115
- I Interest and other financial costs not allowable per 48 CFR 31.205-20

WSDOT Adjustments

- J Mr. Lund did not keep timesheets for June, July and August 2011. Mr. Liaghat did not submit a timesheet for August 2011. We have removed from the ICR an estimate of the labor for these months for the two employees. Direct labor adjustment of \$12,821.22, and Indirect labor adjustment of \$36,153.18 per 48 CFR 31.201-2(d). The labor estimate was calculated by WSDOT.
- K Adjustment to account for uncompensated OT. Firm provided with a revised Uncompensated OT Tracking sheet. Direct Labor (\$7,500), Admin salaries (\$36,625), Payroll Variance (\$43,989). 48 CFR 37.115
- L Unallowable sign on bonus (\$31,500), referral bonus (\$20,000), and spot bonus (\$3,531.49). Firm does not have a policy on spot and sign on bonus. We are unable to verify that bonus is based on employee performance, and that individual performance goals are communicated to the employees prior to work being performed, per 48 CFR 31.205-6(f), and Chapter 7.12, AASHTO Audit Guide.
- M Unallowable severance payment (\$60,966.34), 48 CFR 31.205-6(g), 31.201-3. Firm does not have a formal severance policy. Firm provided with a memo that established severance guidelines for Q1 FY2009, not applicable. Enhanced severance payments are not reasonable.
- N Unallowable Component 1 Pool 1 Bonus (\$122,500) and discretionary bonus (\$15,593). We were unable to verify that bonus is awarded consistently on employee performance. Firm has a procedure in place to calculate the bonus amounts to be awarded; however, after these amounts were determined firm redistributed \$15,593 of the bonus and we were not able to verify the basis for such distribution. 48 CFR 31.205-6(f) and Chapter 7.12 of the AASHTO Audit Guide.
- O Fringe Benefit adjustment; directly associated cost to unallowable advertising, public relations and direct selling labor unallowable per 48 CFR 31.201-6(a)
- P Unallowable tips (\$86), and adjustment for firm using the incorrect POV rate of \$0.555 (1,520). 48 CFR 31.205-46.
- Q Unallowable tips, unsupported documentation (detailed purpose), and employee welfare expenses (\$6,018) per 48 CFR 31.205-14, 31.201-2 and 31.201-4.
- R Unallowable tips, unsupported documentation (detailed purpose/agenda), penalties (\$6,458.52) per 48 CFR 31.205-14, 31.201-2, 31.31.205-15 and 31.201-4

BergerABAM, Inc.
Indirect Cost Rate Schedule
For the Year Ended May 31, 2012

Classification	General Ledger	Firm Adjust.	WSDOT Adj.	Ref.	Accepted Amount	%	Firm Adj. to WSDOT	Accepted Amount
S	Direct project costs unallowable per 48 CFR 31.202(a) and unallowable employee photos per 48 CFR 31.201-3							
T	First class travel expense unallowable per 48 CFR 31.201-3, and newsletter and related postage expenses as unallowable advertising expenses per 48 CFR 31.201-3, 31.205-1, and 31.205-46. (\$5,478)							
U	Firm did not keep mileage logs on two vehicles over a 4-month period. Adjustment to remove vehicle related expenses per 31.205-46(d), 31.205-6(a), and 31.201-2(d). Auto fuel and maintenance (\$5,660), insurance (\$3,118), depreciation (\$1,885).							
BergerABAM comments on WSDOT adjustments								
<p>To be able to continue working for WSDOT, BergerABAM accepted the adjustments as listed in items J through U above. However, BergerABAM does not agree with WSDOT's position as the majority of the disagreements have focused on the issue of "reasonableness" and the requirement that per the Code of Federal Regulations it is incumbent upon the contractor to prove to WSDOT that their approach is reasonable. It is our opinion that BergerABAM provided adequate justification for the allowances, but WSDOT did not accept the justification or in some cases did not allow for supplemental information to be submitted. WSDOT's reasoning for not accepting supplemental information was that since this was a desk audit, WSDOT had set budgets for time that should not be exceeded.</p> <p>BergerABAM would like to have whoever is considering using this document and WSDOT's rate as basis for our overhead consider the following factors relating to the WSDOT adjustments by letter designation and allow for an appropriate increase in the WSDOT's overhead rate to 152.52% as shown above:</p>								
J-1	Rather than disallow the entire amount we consider it reasonable to make a prorated adjustment based on the nine months of data we did have for the year. This moves \$14,883.20 out of administrative salary into direct labor.							
L-1	Signing bonuses are part of the offer letters to each employee and as such becomes a performance based contract. The signing bonuses are paid after a performance based successful six month orientation period. Referral Bonuses are made based on a written company policy. Spot bonuses are infrequent, but are given when an employee goes above and beyond what is expected i.e. it is performance based.							
M-1	BergerABAM diligently follow a written severance plan, but judging consistency of this practice purely based on accounting data is not possible as some of the severance payments cross accounting years and not all employees sign the enhanced agreement to receive the higher level of payment this resulting in amounts then recorded in accounting that may appear inconsistent when compared with other severance offers.							
N-1	BergerABAM's bonus plan was revised in 2010 specifically to conform to WSDOT and FAR requirements. The Component Pool 1 Bonus distribution is clearly based on performance and BergerABAM has provided backup to that effect. WSDOT states that the bonus policy is complex and difficult to follow and they are concerned that the bonus program may be a distribution of profit to owners. The fact that Berger Group Holdings, the largest owner of BergerABAM, do not participate in the bonus program should alleviate this concern. The major issue is that the Component 1 of Pool 1 is not performance based. The calculations provided WSDOT clearly shows that a performance factor is part of this calculation. The discretionary adjustment is based on the President/CEO's overall judgment of relative performance and balance within the pool distribution. This adjustment (minor) is a net adjustment of zero to the overall bonus pool amount. All bonuses are reviewed for compliance with the bonus plan and approved by the board of directors before they are distributed.							
Q-1	The employee welfare that is being disallowed by WSDOT relates to items that we have stocked at our coffee bars for our employees use. In WSDOT's opinion, we have too many different items stocked and available to employees. BergerABAM disagrees.							
R-1	We agree to the disallowance of \$1,022 for lodging that was over the per diem rate. However disallowing the entire amount is unreasonable and BergerABAM believe that the expense of \$4,116 for the offsite business planning retreat expenses should be allowable.							
S-1	The employee photos are used for multiple promotional purposes relating to pursuing specific project opportunities. The Military access badges are necessary to get on base for multiple current or future projects, but the costs are incurred prior to receiving a project and should therefore be allowable as part of the cost of doing business in facilities with controlled access requirements.							
U-1	While we did not have mileage records for these two vehicles for the first four months after acquisition we did have them for the other eight months and have made a prorated adjustment based on that data.							

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - AINW

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
PI/PM Senior Archaeologist	36	\$ 52.65	\$ 1,895
Sen. Archtitl. Hist./Sen. Archaeo / Sen. Hist	28	39.50	1,106
Supr Archeologist/Arch Historian	148	29.24	4,328
Staff Archaeologist	48	22.70	1,090
Archaeological Assistant	32	17.00	544
Graphics/GIS	15	30.50	458
Research/Project Assist-Admin.	16	28.75	460
Direct Salary Cost Total	323	\$	9,881
Salary Escalation (see escalation tab)		\$	-

<u>Overhead Cost</u>	<u>163.39%</u>	of DSC \$	16,144
<u>Net Fee</u>	<u>30.00%</u>	of DSC	2,964

SUBTOTAL \$ 28,988

REIMBURSABLES

Travel/Parking		\$	365
Reproduction/Postage			-
Computer/Special Equipment			-
Miscellaneous			-
SUBTOTAL \$			365

TOTAL \$	29,353
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EXHIBIT G-1
AINW Reimbursable Estimate

AINW

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles Field RT (recon + 2 historic res survey)	150	\$	0.565	\$	84.75
AINW Archaeo Truck for 4 days @ \$58/day + f	4	\$	70.00	\$	280.00
Travel Subtotal					\$364.75

Reproduction/Postage

		\$	
Reproduction Subtotal			\$0.00

Computer/Special Equipment

Computer Time		\$	
		\$	
Computer Subtotal		\$	-

Miscellaneous

	1	\$	-	\$	
				\$	
Miscellaneous Subtotal				\$	-

Total					\$364.75
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AINW Labor Estimate

AINW	DESCRIPTION	PI/PM Senior	Sen. Archtl.	Supr Archeologis	Staff Archaeologist	Archaeologic	Graphics/GI	Research/pr	TOTAL
		\$ 159.10	\$ 119.37	\$ 88.37	\$ 68.60	\$ 51.37	\$ 92.17	\$ 86.88	
6.0	ENVIRONMENTAL REVIEW AND DOCUMENTATION								
6.4	Cultural and Historic Resources Study								
	Draft APE Submittal	12	4				2		18
	Final APE Submittal	0							0
	Draft Cultural Resources Report	20	24	148	48	32	11	12	295
	Final Cultural Resources Report	4					2	4	10
	<i>SubTotal</i>	36	28	148	48	32	15	16	323
	TASK HOURS	36	28	148	48	32	15	16	323
	Cost Subtotals=	\$ 5,728	\$ 3,342	\$ 13,079	\$ 3,293	\$ 1,644	\$ 1,383	\$ 1,390	\$ 29,858
								Rounded:	\$ 29,900
	TOTAL PROJECT HOURS	36	28	148	48	32	15	16	323

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - DKS Associates

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Traffic Engr Task Leader	160	\$61.85	\$ 9,896
Senior Transp Engineer	211	\$41.50	8,757
Transp Engineer	598	\$31.60	18,897
VISSIM Modeling Specialist	450	\$34.00	15,300
Transp Engr Assistant	886	\$23.75	21,043
Support/Graphics	69	\$27.00	1,863
	0		

Direct Salary Cost Total	2374	\$	75,755
Salary Escalation (see escalation tab)		\$	2,272.64

<u>Overhead Cost</u>	<u>191.11%</u>	of DSC	\$ 149,118
<u>Net Fee</u>	<u>30.00%</u>	of DSC	23,408

SUBTOTAL \$ 250,554

Reimbursables

Travel/Parking	\$	1,300
Reproduction/Postage		100
Computer/Special Equipment		
Miscellaneous		2,000

SUBTOTAL \$ 3,400

TOTAL \$ 253,954

EXHIBIT G-1
DKS Associates Reimbursable Estimate

DKS Associates

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	0	\$	0.565	\$	-
Zipcar	26	\$	50.00	\$	1,300.00
					Travel Subtotal
					\$1,300.00
Reproduction/Postage					
Reproduction	100	\$	1.00	\$	100.00
				\$	-
				\$	-
					Reproduction Subtotal
					\$100.00
Computer/Special Equipment					
				\$	-
				\$	-
				\$	-
					Computer Subtotal
					-
Miscellaneous					
Traffic Courts	10	\$	200.00	\$	2,000.00
				\$	-
				\$	-
					Miscellaneous Subtotal
					\$2,000.00

DKS Associates Labor Estimate

DESCRIPTION	Traffic Engr Task Leader \$	Senior Transp \$	Transp Engineer \$	VISSIM Modeling \$	Transp Engr Assistant \$	Support/Gr \$	TOTAL
DKS Associates, Inc.							
2.0 PUBLIC INVOLVEMENT							
2.5 Open House							
Preplanning Preparation and Meeting Graphics and Boards	2		4				
Meeting Materials (Sign-in sheets, etc.) Meeting Notes							
Open House Attendance	3						
Open House Summary Document							
<i>SubTotal</i>	5	0	4	0	0	0	9
TASK HOURS	5	0	4	0	0	0	9
Cost Subtotals=	\$ 1,023	\$ -	\$ 418	\$ -	\$ -	\$ -	\$ 1,441
							Rounded: \$ 1,400
3.0 CONSENSUS BUILDING							
3.1 Chartering Meeting							
Meeting Agenda and Preparation							0
Meeting Attendance	3						3
Team Chartering Tech Memorandum							0
<i>SubTotal</i>	3	0	0	0	0	0	3
3.2 TAC Support							
Meeting Agendas and Presentations (12 max)							0
Meeting Attendance (12 max)	12		12				24
Meeting Notes (12 max)							0
<i>SubTotal</i>	12	12	0	0	0	0	24
3.5 Project Advisory Group Support							
Meeting Agendas and Presentations (6 max)							0
Meeting Attendance (6 max)	12						12
Meeting Notes (6 max)							0
<i>SubTotal</i>	12	0	0	0	0	0	12
TASK HOURS	27	12	0	0	0	0	39
Cost Subtotals=	\$ 5,523	\$ 1,647	\$ -	\$ -	\$ -	\$ -	\$ 7,170
							\$ 7,200

DKS Associates Labor Estimate

DKS Associates, Inc.										
DESCRIPTION	Traffic Engr Task Leader	Senior Transp	Transp Engineer	VISSIM Modeling	Transp Engr Assistant	Support/Gr	TOTAL			
	\$ 204.56	\$ 137.26	\$ 104.51	\$ 112.45	\$ 78.55	\$ 89.30	\$	\$	\$	\$
5.0 CONFIGURATION SELECTION										
5.1 Develop Screening Process for Alternatives and Matrix										
Draft Screening Criteria	4	4								8
Final Screening Criteria	1	1								2
Screening/Decision Matrix	4	8								12
<i>SubTotal</i>	9	13	0	0	0	0	0	0	0	22
5.2 Alternatives Evaluated										
5.2.1 Identification of Alternatives and Brainstorming Session	8	8								
Prepare Build Alternatives Development Session Materials										0
Conduct Build Alternatives Development Meeting	4									4
Summary of Build Alternatives Development Meeting										0
5.2.2 Limited Construction Alternatives Analysis										0
5.2.3 Prepare No-Action Alternative										0
<i>SubTotal</i>	12	8	0	0	0	0	0	0	0	20
5.4 Alternatives Screening										
Level 1 Screening Technical Memorandum	4	8								12
Level 2 Screening Technical Memorandum	4	8								12
Draft TAC Recommendation Letter										0
Final TAC Recommendation Letter										0
Council Briefings Presentations Preparation										0
Council Briefings Attendance (4 max)										0
<i>SubTotal</i>	8	16	0	0	0	0	0	0	0	24
5.5 Value Engineering Study										
Value Analysis Review										0
Recommended Alternatives Report										0
Value Engineering Workshop		8								0
Value Engineering Report										0
Evaluation and Recommendation VE Memo										0
<i>SubTotal</i>	0	8	0	0	0	0	0	0	0	8
TASK HOURS	29	45	0	0	0	0	0	0	0	74
Cost Subtotals=	\$ 5,932	\$ 6,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,109
										Rounded: \$ 12,100

DKS Associates Labor Estimate

DKS Associates, Inc.										
DESCRIPTION	Traffic Engr Task Leader	Senior Transp	Transp Engineer	VISSIM Modelling	Transp Engr Assistant	Support/Gr	\$	\$	\$	TOTAL
6.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION										
6.1 Project Purpose and Need										
Draft Purpose and Need	4	2								6
Final Purpose and Need										0
<i>SubTotal</i>	4	2	0	0	0	0			0	6
6.6 Air Quality Analysis										
Traffic Data Review		2	8		4					14
Analysis										0
Draft Air Quality Analysis Report										
Final Air Quality Analysis Report										0
<i>SubTotal</i>	0	2	8	0	4	0			0	14
6.7 Noise Analysis										
Sound Level Measurements										0
Construction Noise Impact Evaluation										0
Traffic Noise Impact Evaluation		2	8		4					
Mitigation Analysis										
Draft Traffic Noise Report										
Final Traffic Noise Report										0
<i>SubTotal</i>	0	2	8	0	4	0			0	14
TASK HOURS	4	6	16	0	8	0			0	34
Cost Subtotals=	\$ 818	\$ 824	\$ 1,672	\$ -	\$ 628	\$ -	\$ -	\$ -	\$ -	\$ 3,942
									Rounded:	\$ 3,900
7.0 TRAVEL DEMAND FORECASTING & OPERATIONAL ANALYSIS										
Traffic Forecasting and Modeling for Alternatives Selection										
7.1 Background Document and Data Collection	10	16	59	0	42	5			0	132
7.2 Existing Transportation Conditions Analysis	6	14	43	0	76	18			0	157
7.3 Future Traffic Volume Forecasting For Alternatives Analysis	6	14	51	0	52	10			0	133
7.4 Future Alternatives Traffic Analysis	24	32	159	0	156	18			0	389
<i>SubTotal</i>	46	76	312	0	326	51			0	811

DKS Associates Labor Estimate

DKS Associates, Inc.										
DESCRIPTION	Traffic Engr Task Leader	Senior Transp	Transp Engineer	VISSIM Modeling	Transp Engr Assistant	Support/Gr	\$	\$	\$	TOTAL
Traffic Forecasting and Modeling for IJR										
7.5 Refinement of Future Travel Demand Forecasting to Support IJR	8	20	107	0	132	8	0	0	275	
7.6 Refined Future Traffic Conditions Analysis to Support IJR	33	36	115	450	380	0	0	0	1014	
<i>SubTotal</i>	41	56	222	450	512	8	0	0	1289	
TASK HOURS	87	132	534	450	838	59	0	0	2100	
Cost Subtotals=	\$ 17,797	\$ 18,118	\$ 55,811	\$ 50,604	\$ 65,826	\$ 5,269	\$ -	\$ -	\$ 213,425	
								Rounded:	\$ 213,400	
8.0 INTERCHANGE JUSTIFICATION REPORT										
8.1 Interchange Justification Report										
Draft #1 of IJR	6	12	32		32	8			90	
Response to Draft #1 Comments									0	
Draft #2 of IJR	2	4	12		8	2			28	
Response to Draft #2 Comments									0	
Final of IJR									0	
<i>SubTotal</i>	8	16	44	0	40	10	0	0	118	
TASK HOURS	8	16	44	0	40	10	0	0	118	
Cost Subtotals=	\$ 1,637	\$ 2,196	\$ 4,599	\$ -	\$ 3,142	\$ 893	\$ -	\$ -	\$ 12,466	
								Rounded:	\$ 12,500	
TOTAL PROJECT HOURS	160	211	598	450	886	69	-	-	2,374	

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - ENVIRON

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Principal (Steffel)	58	\$ 69.71	\$ 4,043
Manager 8 (Kevin)	218	\$ 38.94	8,489
Manager 8 (Lisa)	50	\$ 36.06	1,803
Assoc 6b (Kurt)	136	\$ 31.25	4,250
Admin (Cynthia)	44	\$ 27.88	1,227
	0		0
	0		0
Direct Salary Cost Total	506	\$	19,812
Salary Escalation (see escalation tab)		\$	99.06
<u>Overhead Cost</u>	<u>159.85%</u>	of DSC	\$ 31,828
<u>Net Fee</u>	<u>30.00%</u>	of DSC	5,973
		SUBTOTAL	\$ 57,712
<u>Reimbursables</u>			
Travel/Parking		\$	418
Reproduction/Postage			100
Computer/Special Equipment			150
Miscellaneous			735
		SUBTOTAL	\$ 1,403
		TOTAL	\$ 59,115

EXHIBIT G-1
ENVIRON Reimbursable Estimate

ENVIRON

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	740	\$	0.565	\$	418.10
Parking		\$	10.00	\$	-
Travel Subtotal					\$418.10
 Reproduction/Postage					
Copies, B&W - 8.5 x 11		\$	0.10	\$	-
Copies, B&W - 11 x 17		\$	0.20	\$	-
Copies, color	50	\$	2.00	\$	100.00
Reproduction Subtotal					\$100.00
 Computer/Special Equipment					
Computer Time (TNM Modeling)	1	\$	150.00	\$	150.00
				\$	-
Computer Subtotal					\$ 150.00
 Miscellaneous					
Sound Level Meters 3 LD 820 at 2 days each	3	\$	100.00	\$	300.00
SLM Environmental Enclosures	3	\$	15.00	\$	45.00
Accomodations (hotel), 2 nights	2	\$	120.00	\$	240.00
Meals, per diem	3	\$	50.00	\$	150.00
Miscellaneous Subtotal					\$735.00

ENVIRON Labor Estimate

ENVIRON										
DESCRIPTION	Principal (Steffel)	Manager 8 (Kevin)	Manager 8 (Lisa)	Assoc 6b (Kurt)	Admin (Cynthia)	TOTAL				
	\$ 203.06	\$ 113.43	\$ 105.04	\$ 91.03	\$ 81.21	\$ -	\$ -	\$ -	\$ -	\$ -
1.0 PROJECT MANAGEMENT										
1.3 Biweekly Progress Meetings										
Meeting Agendas (26 max)						0				
Meeting Attendance (26 max)	4	12				16				
Meeting Notes (26 max)						0				
<i>SubTotal</i>	4	12	0	0	0	16				
TASK HOURS	4	12	0	0	0	16				
Cost Subtotals=	\$ 812	\$ 1,361	\$ -	\$ -	\$ -	\$ 2,173.44				
										Rounded: \$ 2,200
6.0 ENVIRONMENTAL REVIEW AND DOCUMENTATION										
6.6 Air Quality Analysis										
Traffic Data Review	10	16	2	12	20	60				
Analysis	2	20	40	40		102				
Draft Air Quality Analysis Report	8	4	8	40	8	68				
Final Air Quality Analysis Report	8			16	4	28				
<i>SubTotal</i>	28	40	50	108	32	258				
6.7 Noise Analysis										
Sound Level Measurements		32				32				
Construction Noise Impact Evaluation		8				8				
Traffic Noise Impact Evaluation		40		16		56				
Mitigation Analysis		16				16				
Draft Traffic Noise Report	8	48		12	8	76				
Final Traffic Noise Report	4	8		4	4	20				
<i>SubTotal</i>	12	152	0	28	12	204				
6.13 NEPA Documentation and Approval										
Draft DCE	2	2				4				
Final DCE & WSDOT Review	2	2				4				
<i>SubTotal</i>	4	4	0	0	0	8				

ENVIRON Labor Estimate

DESCRIPTION	Principal (Steffel)	Manager 8 (Kevin)	Manager 8 (Lisa)	Assoc 6b (Kurt)	Admin (Cynthia)	TOTAL
6.14 SEPA Documentation and Approval	\$ 203.06	\$ 113.43	\$ 105.04	\$ 91.03	\$ 81.21	\$ -
SEPA Checklist Review and Support	2					4
Draft Determination of Non-Significance (DNS)	8					0
Final DNS & Response to Comments	10	10	0	0	0	20
<i>SubTotal</i>						
TASK HOURS	54	206	50	136	44	490
Cost Subtotals=	\$ 10,965	\$ 23,367	\$ 5,252	\$ 12,380	\$ 3,573	\$ -
						Rounded: \$ 55,538
						\$ 55,500
TOTAL PROJECT HOURS	58	218	50	136	44	506

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - HartCrowser, Inc.

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Senior Principal	8 \$	88.23 \$	706
Senior Associate	44 \$	59.62 \$	2,623
Senior Project / Project	8 \$	39.97	320
Senior Staff	46 \$	30.17	1,388
Staff	0 \$	26.46	-
Drafter	11 \$	26.47	291
Project Assistant	11 \$	23.58	259
Direct Salary Cost Total			128 \$ 5,587
Salary Escalation (see escalation tab)			\$ -

<u>Overhead Cost</u>	<u>205.21%</u>	of DSC \$	11,466
<u>Net Fee</u>	<u>30.00%</u>	of DSC	1,676

SUBTOTAL \$ 18,729

Reimbursables

Travel/Parking	\$	127
Reproduction/Postage		45
Computer/Special Equipment		-
Miscellaneous		-

SUBTOTAL \$ 172

TOTAL \$ 18,901

EXHIBIT G-1
HartCrowser, Inc. Reimbursable Estimate

HartCrowser, Inc.

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	225	\$	0.565	\$	127.13
Parking		\$	15.00	\$	-
Travel Subtotal					\$127.13
 Reproduction/Postage					
Report Reproduction	5	\$	8.00	\$	40.00
Shipping Report	1	\$	5.00	\$	5.00
				\$	-
Reproduction Subtotal					\$45.00
 Computer/Special Equipment					
Computer Time				\$	-
				\$	-
Computer Subtotal					\$
 Miscellaneous					
				\$	-
				\$	-
				\$	-
				\$	-
Miscellaneous Subtotal					\$0.00

HartCrowser, Inc. Labor Estimate

HartCrowser										
DESCRIPTION	Senior Principal	Senior Associate	Senior Project /	Senior Staff	Staff	Drafter	Project Assistant	TOTAL		
	\$ 295.76	\$ 199.85	\$ 133.98	\$ 101.13	\$ 88.70	\$ 88.73	\$ 79.04			
3.0 CONSENSUS BUILDING										
3.2 TAC Support										
Meeting Agendas and Presentations (12 max)		8						0		
Meeting Attendance (12 max)								8		
Meeting Notes (12 max)								0		
<i>SubTotal</i>	0	8	0	0	0	0	0	8		
TASK HOURS	0	8	0	0	0	0	0	8		
Cost Subtotals=	\$ -	\$ 1,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,599		
								\$ 1,600		
5.0 CONFIGURATION SELECTION										
5.3 Geotechnical Reconnaissance Memo										
Draft Geotechnical Reconnaissance Memo	5	30	8	40		8	7	98		
Final Geotechnical Reconnaissance Memo	3	6		6		3	4	22		
<i>SubTotal</i>	8	36	8	46	0	11	11	120		
TASK HOURS	8	36	8	46	0	11	11	120		
Cost Subtotals=	\$ 2,366	\$ 7,195	\$ 1,072	\$ 4,652	\$ -	\$ 976	\$ 869	\$ 17,130		
								Rounded: \$ 17,100		
TOTAL PROJECT HOURS	8	44	8	46	-	11	11	128		

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - OTAK

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
CE V	12	\$ 39.66	\$ 476
CE II	42	\$ 30.15	1,266
ED I	28	\$ 23.08	646
Senior PLS	20	\$ 33.25	665
GIS Tech.	80	\$ 25.50	2,040
Survey Tech.	80	\$ 25.50	2,040
Field Survey Tech.	40	\$ 25.50	1,020
Direct Salary Cost Total	302	\$	8,153
Salary Escalation (see escalation tab)		\$	-

<u>Overhead Cost</u>	<u>175.00%</u>	of DSC	\$ 14,269
<u>Net Fee</u>	<u>30.00%</u>	of DSC	-2,446

SUBTOTAL \$ 24,868

Reimbursables

Travel/Parking	\$ 283
Reproduction/Postage	-
Computer/Special Equipment	-
Miscellaneous	-

SUBTOTAL \$ 283

TOTAL \$ 25,151

EXHIBIT G-1
OTAK Reimbursable Estimate

OTAK

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	500	\$	0.565	\$	282.50
Parking				\$	-
Travel Subtotal					\$282.50
 Reproduction/Postage					
				\$	-
				\$	-
				\$	-
Reproduction Subtotal					\$0.00
 Computer/Special Equipment					
Noise Monitor		\$	500.00	\$	-
				\$	-
Computer Subtotal					\$0.00
 Miscellaneous					
Cultural Resources Report		\$	3,500.00	\$	-
				\$	-
				\$	-
Miscellaneous Subtotal					\$0.00

OTAK Labor Estimate

DESCRIPTION	CE V	CE II	ED I	Senior PLS	GIS Tech.	Survey Tech.	Field Survey	TOTAL
	\$	\$	\$	\$	\$	\$	\$	\$
OTAK								
4.0 BASE MAPPING								
4.1 Survey and Base Map								
Prepare topographic base map from existing GIS data				10	40	40	40	90
Map of existing utilities via GIS and field observations				10	40	40	40	130
SubTotal	0	0	0	20	80	80	40	220
TASK HOURS	0	0	0	20	80	80	40	220
Cost Subtotals=	\$ -	\$ -	\$ -	\$ 2,028	\$ 6,222	\$ 6,222	\$ 3,111	\$ 17,583
								\$ 17,600
10.0 UTILITY COORDINATION								
10.1 Utility Coordination								
Utility Research								
Utility Kick-off Meeting	2	2	2					12
Utility Coordination Meeting	2	4	2					6
Draft Utility Conflict Memorandum	4	16	8					28
Final Utility Conflict Memorandum	4	16	8					28
SubTotal	12	42	28	0	0	0	0	82
TASK HOURS	12	42	28	0	0	0	0	82
Cost Subtotals=	\$ 1,452	\$ 3,862	\$ 1,971	\$ -	\$ -	\$ -	\$ -	\$ 7,285
								Rounded: \$ 7,300
TOTAL PROJECT HOURS	12	42	28	20	80	80	40	302

EXHIBIT G-1
Sazan
Reimbursable Estimate

Sazan

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles - assume two RT to Seattle - Vancouver at 175mi.	700	\$	0.565	\$	395.50
Parking - 2 phases at 5 days	10	\$	12.000	\$	120.00
Per diem meals - 2 phases at 5 days for two	20	\$	35.000	\$	700.00
Per diem lodging - 2 phases at 4 nights for two	16	\$	138.13	\$	2,210.00
Travel Subtotal					\$3,425.50
 Reproduction/Postage					
Printing and media allowance	1	\$	75.00	\$	75.00
				\$	-
				\$	-
Reproduction Subtotal					\$75.00
 Computer/Special Equipment					
Noise Monitor		\$	500.00	\$	-
				\$	-
Computer Subtotal				\$	-
 Miscellaneous					
Miscellaneous	1	\$	150.00	\$	150.00
				\$	-
				\$	-
Miscellaneous Subtotal					\$150.00

Sazan Labor Estimate

Sazan		Certified Value	VE Assistant/Tec	\$	\$	\$	\$	\$	\$	\$	\$	TOTAL
DESCRIPTION		\$ 138.52	\$ 47.85	\$	\$	\$	\$	\$	\$	\$	\$	
5.0 CONFIGURATION SELECTION												
5.5 Value Engineering Study												
Value Analysis Review		72	45									117
Recommended Alternatives Report		20	10									30
Value Engineering Workshop		69	51									
Value Engineering Report		25	15									
Evaluation and Recommendation VE Memo		5	0									5
	<i>SubTotal</i>	191	121	0	0	0	0	0	0	0	0	312
	TASK HOURS	191	121	0	0	0	0	0	0	0	0	312
	Cost Subtotals=	\$ 26,458	\$ 5,790	\$	\$	\$	\$	\$	\$	\$	\$	\$ 32,247
												Rounded: \$ 32,200
	TOTAL PROJECT HOURS	191	121									312

EXHIBIT G-1: Subcontract Work/Fee Determination

Subconsultant Analysis of Costs - PRODIMS

Direct Salary Cost (DSC)

PERSONNEL	Hours	Pay Rate	Cost
Estimator	144	\$ 165.00	\$ 23,760
Staff Category 2	0	1.00	-
Staff Category 3	0	1.00	-
Staff Category 4	0	1.00	-
Staff Category 5	0	1.00	-
Staff Category 6	0	1.00	-
Staff Category 7	0	1.00	-
<hr/>			
Direct Salary Cost Total	144	\$	23,760
Salary Escalation (see escalation tab)		\$	-
<u>Overhead Cost</u>	0.00%	of DSC	\$ -
<u>Net Fee</u>	0.00%	of DSC	\$ -
<hr/>			
		SUBTOTAL	\$ 23,760
<u>Reimbursables</u>			
Travel/Parking		\$	173
Reproduction/Postage			-
Computer/Special Equipment			-
Miscellaneous			394
<hr/>			
		SUBTOTAL	\$ 567
		TOTAL	\$ 24,327

EXHIBIT G-1
 PRODIMS Reimbursable Estimate

PRODIMS

Reimbursables

	Units	at	Cost		
Travel/Parking					
Miles	306	\$	0.565	\$	172.89
Parking				\$	-
Travel Subtotal					\$172.89
 Reproduction/Postage				\$	-
				\$	-
				\$	-
Reproduction Subtotal					\$0.00
 Computer/Special Equipment					
Noise Monitor		\$	500.00	\$	-
				\$	-
Computer Subtotal				\$	-
 Miscellaneous				\$	-
Hotel	2	\$	113.00	\$	226.00
Per Diem	3	\$	56.00	\$	168.00
				\$	-
Miscellaneous Subtotal					\$394.00

PRODIMS Labor Estimate

PRODIMS	Estimator	Staff Category 2	Staff Category 3	Staff Category 4	Staff Category 6	Staff Category 7	TOTAL
DESCRIPTION	\$ 165.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
5.0 CONFIGURATION SELECTION							
5.5 Value Engineering Study							
Value Analysis Review	37						37
Recommended Alternatives Report	2						2
Value Engineering Workshop	39						
Value Engineering Report	2						
Evaluation and Recommendation VE Memo	0						0
<i>SubTotal</i>	80	0	0	0	0	0	80
TASK HOURS	80	0	0	0	0	0	80
Cost Subtotals=	\$ 13,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,200
							Rounded: \$ 13,200
9.0 PRELIMINARY ENGINEERING							
9.3 Preliminary Cost Estimate	64						64
TASK HOURS	64	0	0	0	0	0	64
Cost Subtotals=	\$ 10,560	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,560
							Rounded: \$ 10,600
TOTAL PROJECT HOURS	144	-	-	-	-	-	144

EXHIBIT G-3



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7003
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 27, 2013

Jo Reese, Vice President
Archaeological Investigations Northwest, Inc. (AINW)
3510 NE 122nd Ave
Portland, OR 97230-1500

Re: AINW Indirect Cost Rate Schedule
Fiscal Year End December 31, 2012

Dear Ms. Reese:

We have completed a desk review of your Indirect Cost Rate schedule for the above referenced fiscal year. Our review included the documentation provided by AINW.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of AINW accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing AINW Indirect Cost Rate for the fiscal year ending December 31, 2012, at 163.39% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, when you provide next year's Indirect Cost Rate schedule to our office or to your CPA firm, please submit either your internally prepared *Compensation Analysis*, or the *National Compensation Matrix* (NCM) worksheet.

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

Sincerely,

A handwritten signature in cursive script that reads "Martha Roach".

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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

EXHIBIT G-3

DKS ASSOCIATES

**SCHEDULE OF DIRECT LABOR, BURDEN, FRINGE BENEFITS
AND OVERHEAD COSTS**

AND REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

APRIL 30, 2012



466 California Street
Suite 700
San Francisco, CA 94104
Phone: (415) 434-3744
Fax: (415) 788-2260
www.oumcpa.com

To the Board of Directors and
The Trustee of the DKS Associates Employee Stock Ownership Plan

**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON THE
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD**

We have audited the Statement of Direct Labor, Fringe Benefits, and General Overhead costs of DKS Associates ("the Company") (hereinafter referred to as "overhead schedule" or "the Schedule") for the fiscal year ended April 30, 2012. The Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Schedule based on our audit.

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

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR) and certain other Federal and State regulations as discussed in Note 1, and is not intended to be a presentation in conformity with generally accepted accounting principles.

In our opinion, the overhead schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended April 30, 2012 on the basis of accounting described in Note 1.

In accordance with the *Government Auditing Standards* we have also issued our report dated October 19, 2012 on our consideration of the Company's internal controls and its compliance with laws and regulations. This report is intended solely for the use and information of the Company and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and should not be used for any other purpose.

OUM & Co. LLP

October 19, 2012
San Francisco, CA

DKS ASSOCIATES

SCHEDULE OF DIRECT LABOR, BURDEN, FRINGE BENEFITS, AND OVERHEAD COSTS

FISCAL YEAR ENDED APRIL 30, 2012

<u>Cost Elements</u>	<u>Proposed</u>	<u>Audit Adjustments</u>	<u>Footnote</u>	<u>Audited</u>	<u>BFO Rates</u>
Direct labor	\$ 4,727,693	\$ 21,166	4l	\$ 4,748,859	
Burden and fringe benefits:					
Payroll taxes - FICA	\$ 589,555	\$ -		\$ 589,555	12.41 %
Payroll taxes - disability	17,856	-		17,856	0.38
Payroll taxes - unemployment	67,004	-		67,004	1.41
Insurance- hospitalization	798,585	-		798,585	16.82
Insurance - group life	10,873	(4,788)	4i	6,085	0.13
Insurance - dental	122,069	-		122,069	2.57
Insurance - workers' compensation	51,452	-		51,452	1.08
Paid leave - vacation	480,829	-		480,829	10.13
Paid leave - holiday	227,585	-		227,585	4.79
Paid leave - sick	164,598	-		164,598	3.47
Profit sharing plan	37,897	-		37,897	0.80
ESOP expense	250,000	-		250,000	5.26
Flexible spending / Commuter Checks	26,196	-		26,196	0.55
Total burden and fringe benefits	2,844,499	(4,788)		2,839,711	59.80
Overhead:					
Indirect labor	3,093,563	(157,977)	4a,4g,4h,4l	2,935,586	61.82
Office rent	819,250	-		819,250	17.25
Business insurance	360,168	-		360,168	7.58
Auto and travel	265,745	(26)	4j	265,719	5.60
Depreciation	336,000	-		336,000	7.08
Equipment rental and maintenance	169,405	-		169,405	3.57
Bad debt expense	181,125	(181,125)	4b	-	-
Telephone	128,673	-		128,673	2.71
Office supplies and services	345,628	(56,504)	4e	289,124	6.09
Consultants	209,503	-		209,503	4.41
Legal and accounting	476,937	(65,772)	4b, 4k	411,165	8.66
Dues, training and publications	111,984	(21,844)	4d	90,140	1.90
Business taxes and licenses	146,730	(567)	4f	146,163	3.08
Recruiting costs	74,300	-		74,300	1.56
Contributions	11,080	(11,080)	4c	-	-
Total overhead	6,730,091	(494,895)		6,235,196	131.31
Total burden, fringe benefits and overhead	\$ 9,574,590	\$ (499,683)		\$ 9,074,907	191.11 %

See accompanying notes to the schedule.

DKS ASSOCIATES

NOTES TO THE SCHEDULE OF DIRECT LABOR, FRINGE BENEFITS,
AND GENERAL OVERHEAD

NOTE 1 - Organization, operations and summary of significant accounting policies:

Organization

DKS Associates (the "Company") was incorporated in California in 1979, and is engaged in traffic engineering, transportation planning and civil engineering. During the fiscal year ended April 30, 2012, the Company maintained offices in California, Florida, Washington, Oregon, and Texas.

Basis of accounting

The Company's schedule of direct labor, fringe benefits, and general overhead costs was prepared on the basis of accounting practices prescribed in Part 31 of the Federal Acquisition Regulations ("FAR") and Florida Statute 112.061 and Florida Department of Management Rule 60L-9. Accordingly, the schedule of direct labor, fringe benefits, and general overhead costs is not intended to present results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

Accounting policy

The Company maintains a job-order cost accounting system for its reporting and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the reporting and accumulation of costs under its job-order cost accounting system.

Overhead rate structure

The Company allocates all costs based on direct labor cost.

NOTE 2 - Labor related costs:

Paid overtime

Overtime costs are incurred in meeting certain deadlines. Exempt employees are paid for overtime work at straight time rates. Non-exempt employees are paid overtime at time and a half (premium portion). The premium portion of overtime paid is included in the pool of direct labor, fringe benefits, and general overhead costs.

Uncompensated Overtime

The Company did not pay certain salaried employees for time worked in excess of 40 hours per week. The time in excess of 40 hours was credited to the indirect cost pool. The credited amount of \$21,166, consisted of hours worked in excess of 40, times the employee's standard hourly rate.

Highly compensated employees/officers

The Company paid compensation to senior executives in excess of FAR §31.205-6(p) limits. The total, which was adjusted to the overhead schedule, amounted to \$83,904.

Pension fund/deferred compensation/Employee Stock Ownership Plan (ESOP)

The Company maintains qualified profit-sharing and 401(k) deferred salary benefit plans, to which the Company makes discretionary cash contributions annually.

Effective May 1, 2005, the Company adopted the DKS Associates Employee Stock Ownership Plan and Trust (the "Plan"). The Company made contributions of \$250,000 in fiscal 2012. This contribution did not exceed applicable limits allowable under FAR §31.205-6(q).

Uncompensated sick leave

The Company does not accrue sick leave costs earned during the fiscal year, as accumulated sick leave is not paid to an employee upon termination.

Contract labor

The Company uses contract labor for engineering related services, and bills this labor directly as cost reimbursements.

NOTE 3 - Depreciation:

The depreciation reflected on the accompanying schedule of direct labor, fringe, and general overhead costs is determined using the 150% declining balance method over the useful service lives of the assets, which range from five to seven years, and is allowable under FAR §31.205-11(e).

NOTE 4 - Unallowable costs:

	<u>Reference</u>	<u>Amount</u>
a. Unallowable advertising and marketing costs (labor)	31.205-1	\$ 30,695
b. Unallowable bad debt and collection costs	31.205-3	184,469
c. Unallowable contributions and donations	31.205-8	11,080
d. Unallowable lobbying costs	31.205-22	21,844
e. Unallowable entertainment costs	31.205-14	56,504
f. Unallowable fines and penalty costs	31.205-15	567
g. Unallowable compensation and bonus	31.205-6	83,904
h. Unallowable employee gifts	31.205-13	22,212
i. Unallowable insurance costs officers life, net	31.205-19	4,788
j. Unallowable travel costs	31.205-46	26
k. Unallowable reorganization legal fees	31.205-27	62,428
l. Uncompensated overtime for salaried employees	31.202	21,166
		<u>\$ 499,683</u>

NOTE 5 - Certain other costs:

Costs for preparation of federal income tax returns, included in legal and accounting costs, were \$75,400 during the fiscal year ended April 30, 2012. Bonuses, included in indirect labor, totaled \$950,000 for the fiscal year ended April 30, 2012.

NOTE 6 - Burden, fringe benefits and overhead cost rates:

Burden, fringe benefits and overhead cost rates applicable to employees providing services for the fiscal year ended April 30, 2012 were as follows:

Burden and fringe benefits	59.80%
Overhead	<u>131.31%</u>
Total	<u>191.11%</u>

NOTE 7- Direct expense rate:

The Company's home office direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

<u>Home office direct expenses</u>	<u>Amount</u>
Copying and printing	\$ 9,519
Telephone	318
Rented vehicles	8,004
Travel	71,831
Postage and delivery	3,097
Equipment	167,848
Office supplies and expenses	1,161
Lodging and subsistence	21,961
Temporary help and technicians	640,502
Total	<u>924,241</u>
Unallowable expenses (traffic count technicians)	<u>(590,837)</u>
Allowable expenses	<u>\$ 333,404</u>
Direct labor	<u>\$ 4,748,859</u>
Direct expense rate	<u>7.02%</u>

NOTE 8 - Facilities Capital Cost of Money (FCCM):

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

Net capital assets, April 30, 2011	\$ 769,027
Net capital assets, April 30, 2012	<u>760,405</u>
Total	1,529,432
	<u>Divide by 2</u>
Average net capital assets	\$ 764,716
Average treasury rate	<u>2.250%</u>
Facilities capital cost of money	\$ 17,206
Direct labor base	<u>4,748,859</u>
FCCM rate (\$17,206/\$4,748,859)	<u>0.362%</u>

NOTE 9 - Auditor contact:

The person to contact relative to this audit engagement is:

Scott Miller, CPA
Partner
OUM & Co. LLP
465 California Street, Suite 700
San Francisco, CA 94104
(415) 434-3744
smiller@oumcpa.com

EXHIBIT G-3



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 5, 2012

Greg Sullivan
Environ International Corporation
4350 N Fairfax Drive, Suite 300
Arlington VA, 22203-1619

Re: Environ International Corporation, Overhead Schedule
Fiscal Year End December 31, 2010

Dear Mr. Sullivan:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Environ International Corporation.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Environ International Corporation accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Environ International Corporation overhead rate for the fiscal year ending December 31st, 2010, at 159.85% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

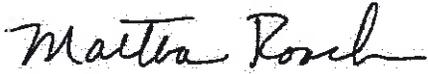
Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit either your internally prepared *Compensation Analysis* for our review, or use the *National Compensation Matrix* (NCM) format to prepare your alternate analysis and we will review that. The NCM is a tool that establishes compensation amounts presumed reasonable for certain executive positions. The *Compensation Analysis* and NCM are described further in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis*, or alternative analysis based on use of the NCM, in order to complete our review of your overhead schedule.

Mr. Sullivan
July 5, 2012
Page 2

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

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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

ENVIRON INTERNATIONAL

Overhead Schedule

For year ending Dec 31, 2010

Account	P & L Amount	Environ Adj.	WSDOT Adj.	Ref.	Accepted Costs	%
Direct Labor Base						
Salaries	\$ 37,678,866	\$3,354,659		J	\$ 41,033,525	
Salaries - Overtime					\$0	
Total Direct Labor Base	\$37,678,866	\$3,354,659	\$0		\$41,033,525	
Fringe Benefits						
Fringe (Paid Time-Off)	\$ 7,474,739				\$7,474,739	18.22%
Payroll Taxes	4,928,965				4,928,965	12.01%
Pension Plan Contributions	2,649,787				2,649,787	6.46%
401K Employer Contributions	1,735,611				1,735,611	4.23%
Vacation expense accrual	180,818				180,818	0.44%
Employee Welfare	403,677	\$ (287,822)		H	115,855	0.28%
Tuition Reimbursements	71,966				71,966	0.18%
Health Insurance	5,916,088				5,916,088	14.42%
Life Insurance	266,577				266,577	0.65%
Workers Comp Insurance	347,791				347,791	0.85%
Fringe Benefits			\$ (1,439,266)	V	(1,439,266)	-3.51%
Total Fringe Benefits	\$23,976,019	(\$287,822)	(\$1,439,266)		\$22,248,932	54.22%
General Overhead						
Salaries - Indirect Labor	\$ 13,408,077				\$ 13,408,077	32.68%
Uncompensated Overtime Salary	(3,354,659)			J	(3,354,659)	-8.18%
Salaries & Wages - Bid & Proposal Labor	2,635,532				2,635,532	6.42%
Salaries & Wages - Marketing Labor	3,612,944	\$ (3,612,944)		S	0	0.00%
Excess executive compensation			\$ (315,665)	W	(315,665)	-0.77%
Corporate Seminars	1,000	(1,000)		A	0	0.00%
Print Advertising/Production	5,454	(5,454)		A	0	0.00%
Brochure Production	12,095	(12,095)		A	0	0.00%
Exhibit Production	11,622	(11,622)		A	0	0.00%
Direct Mailing	809	(809)		A	0	0.00%
Photography	1,744	(1,744)		A	0	0.00%
Web Site Development	1,374	(1,374)		A	0	0.00%
Corporate Design	33,724	(33,724)		A	0	0.00%
Advertising - Direct	1,320	(1,320)		A	0	0.00%
Other Promotion Costs	20,508	(20,508)		A	0	0.00%
Public Relations	6,504	(6,504)		A	0	0.00%
Charity Donations	16,765	(16,765)		C	0	0.00%
Travel	1,000,537	(502,020)		U	498,517	1.21%
Travel Accommodations	309,485	(159,470)		L	150,015	0.37%
Meals	417,148	(264,628)		H	152,521	0.37%
Other B&P and Marketing Costs	345,240	(281,371)		T	63,869	0.16%
G&A Salaries	1,157,401	(206,877)		R	950,524	2.32%
G&A Salaries Overtime	226,168	(75,389)	75,389	N, X	226,168	0.55%
Temporary Help	470,064				470,064	1.15%
Referral & Spot Bonuses	74,250				74,250	0.18%
Recruiting Expense	468,229				468,229	1.14%
Recruiting Travel	18,824				18,824	0.05%
Recruiting Advertising	3,430				3,430	0.01%
Recruitment Agency Fees	171,017				171,017	0.42%
Relocation Expenses	51,429				51,429	0.13%
Conference/Seminar Fees	458,832				458,832	1.12%
Memberships/Dues	273,532	(13,677)		K	259,855	0.63%
Health & Safety Training	176,667				176,667	0.43%
Training	506,344				506,344	1.23%
Rent	6,766,884				6,766,884	16.49%
Utilities	990,748				990,748	2.41%
Insurance	231,852				231,852	0.57%
Property Taxes	364,721				364,721	0.89%

ENVIRON INTERNATIONAL
Overhead Schedule
For year ending Dec 31, 2010

Account	P & L Amount	Environ Adj.	WSDOT Adj.	Ref.	Accepted Costs	%
Repairs & Maintenance	39,604				39,604	0.10%
Internal Cleaning	58,557				58,557	0.14%
Security	14,230				14,230	0.03%
Moving	15,997				15,997	0.04%
Other Facility Costs	84,421				84,421	0.21%
Audit Fees	44,140				44,140	0.11%
Tax Consulting Fees	69,575	0		D	69,575	0.17%
Legal Fees	360,779				360,779	0.88%
Insurance - Professional Liability	113,781				113,781	0.28%
Insurance E&O	437,340				437,340	1.07%
Other Consulting Fees	147,500				147,500	0.36%
Bank Service Charges	107,758				107,758	0.26%
Business & Professional Licenses	61,671				61,671	0.15%
Other Professional Fees	21,196				21,196	0.05%
Auto Fuel	48,994				48,994	0.12%
Auto Repairs & Maintenance	36,258				36,258	0.09%
Insurance - Automobile	51,481				51,481	0.13%
Vehicle Leasing	64,114				64,114	0.16%
Vehicle Recovery	(202,266)				(202,266)	-0.49%
Telephone - Voice	616,342				616,342	1.50%
Telephone - Data	845,845				845,845	2.06%
Telephone - Blackberry	267,053				267,053	0.65%
Telephone - Mobile/Cell	165,652				165,652	0.40%
Office Supplies	415,828				415,828	1.01%
Copier Expense (Supplies)	117,784				117,784	0.29%
Office Expense Recovery	(2,688,457)				(2,688,457)	-6.55%
Purchased Software (Non Cap)	48,035				48,035	0.12%
Computer Equipment (Non Cap)	103,627				103,627	0.25%
Software License Fees	628,211				628,211	1.53%
Computer Maintenance	108,916				108,916	0.27%
Computer Consulting Fees	220,995				220,995	0.54%
Literature Search	30,270				30,270	0.07%
Computer Supplies	23,055				23,055	0.06%
Other Data Processing Expenses	153,598				153,598	0.37%
Computer Expense Recovery	(2,077,833)				(2,077,833)	-5.06%
Repair & Maint - Office Equipment	42,506				42,506	0.10%
Repair & Maint - Telephone Equip	41,078				41,078	0.10%
Office Equipment Lease	806,845				806,845	1.97%
Office Equipment (Non Cap)	55,104				55,104	0.13%
Other Equipment Purchases	347,030				347,030	0.85%
Equipment Recovery	(279,363)				(279,363)	-0.68%
Delivery	214,855				214,855	0.52%
Postage	31,763				31,763	0.08%
Printing & Stationary	65,815				65,815	0.16%
Books & Subscriptions	78,484				78,484	0.19%
Library	8,544				8,544	0.02%
Licenses	0				0	0.00%
Other Office Expenses	56,302				56,302	0.14%
Provision for Bad Debt	1,459,483	(1,459,483)		B	0	0.00%
Billed Reserves Accrual	(172,963)	172,963		B	0	0.00%
Group Charge Allocation	(1,049,439)				(1,049,439)	-2.56%
Deferred Comp Expense	333,961	(333,961)		Q	0	0.00%
Other Overhead Expenses	11,656	(4,528)		I	7,128	0.02%
Taxes Other than Income	184,970				184,970	0.45%
Total Depreciation Equipment	256,108				256,108	0.62%
Total Depreciation Furniture	332,028				332,028	0.81%
Total Depreciation Hardware	860,694				860,694	2.10%
Total Depreciation Leasehold	1,519,157				1,519,157	3.70%

ENVIRON INTERNATIONAL
Overhead Schedule
For year ending Dec 31, 2010

Account	P & L Amount	Environ Adj.	WSDOT Adj.	Ref.	Accepted Costs	%
Total Depreciation Software	523,629				523,629	1.28%
Depreciation - Automobiles	62,981				62,981	0.15%
Amortization Intangibles	256,044	(256,044)		M	0	0.00%
Incentive Comp - Stock	125,011	(125,011)		F	0	0.00%
Incentive Comp - Cash	11,685,650	(2,037,345)	2,037,345	O,Y	11,685,650	28.48%
Compensation/Investment Prgm	510,079				510,079	1.24%
Interest Income	(2,326)	2,326		E	0	0.00%
Interest Expense	24,360	(24,360)		E	0	0.00%
Interco Interest Inc/Exp	(310,359)	310,359		E	0	0.00%
Gain/(Loss) on Sale of Asset	(11,047)				(11,047)	-0.03%
Exchange Gain/(Loss)	(159,999)	159,999			0	0.00%
Current Federal Income Taxes	4,597,341	(4,597,341)		G	0	0.00%
Current State Income Taxes	912,184	(912,184)	912,184	P,Z	912,184	2.22%
Current Foreign Income Taxes	97,907				97,907	0.24%
Total General Overhead	\$ 54,967,738	\$ (14,333,903)	\$ 2,709,253		\$ 43,343,087	105.63%
Total Overhead Expenses	\$ 78,943,757	\$ (14,621,725)	\$ 1,269,987		\$ 65,592,019	159.85%
Overhead Rate	209.52%	156.75%			159.85%	

"Environ Intl Corp. reviewed and accepted 06/29/12 MP"
"Overhead Rate still subject to WSDOT Audit"

References

Environ Adjustments:

- A Marketing/Advertising unallowable per 48 CFR 31.205-1(f) and 31.201-6(a).
- B Bad Debt Expense unallowable per 48 CFR 31.205-3
- C Contributions unallowable per 48 CFR 31.205-8.
- D Federal Income Tax Preparation fees in excess of \$250 unallowable per WSDOT Policy. Tax preparation was done in-house in 2010; no unallowable tax preparation fees in 2010.
- E Interest unallowable per 48 CFR 31.205-20.
- F Incentive Comp Stock related to acquisition unallowable per 48 CFR 31.205-27(a).
- G Federal Income Tax unallowable per 48 CFR 31.205-41(b)(1).
- H Entertainment costs unallowable per 48 CFR 31.205-14.
- I Penalties from late filings of tax forms are unallowable per 48 CFR 31.205-15.
- J Uncompensated overtime adjustment per 48 CFR 37.115 & DCAA 5-910, 5-910.2 and 6-410.
- K Lobbying costs unallowable per 48 CFR 31.205-22. Adjusted 5% as estimate of lobbying costs that may be included in trade association membership dues.
- L Travel costs in excess of allowable amounts unallowable per 48 CFR 31.205-46 and WSDOT Accounting Manual M13-82, Chapter 10 Travel.
- M Amortization costs related to acquisitions unallowable per 48 CFR 31.205-27(a).
- N Overtime premium unallowable per 48 CFR 22.103-1, 22.103-4(g) and WSDOT OH Policy.
- O WSDOT OH Policy limits bonus to 15% of allowable overhead costs.
- P State Income Tax unallowable per WSDOT Policy.
- Q Deferred Compensation related to acquisitions unallowable per 48 CFR 31.205-6(l)(2).
- R Salaries related to personnel performing Promotional Marketing unallowable per 48 CFR 31.205-1
- S Salary costs related to personnel performing marketing and direct selling duties. Amounts deemed unallowable per 48 CFR 31.205-1.
- T Costs associated with marketing activities are unallowable per 48 CFR 31.205-1. Allowable costs in this line item represent costs associated with Bid & Proposal activities.
- U Travel costs related to marketing travel is unallowable per 48 CFR 31.205-1. Airfare costs in excess of lowest customary standard, coach or equivalent airfare offered during normal business hours is unallowable per CFR 31-205-46.

WSDOT Adjustments

- V Fringe benefits associated with unallowable marketing labor removed per WSDOT Fringe benefit worksheet.
- W Executive compensation in excess of bench mark amounts 48 CFR 31.205-6
- X WSDOT overhead policy expired with OH's for 2009 (see ref.N)
- Y WSDOT overhead policy expired with OH's for 2009 (see ref.O)
- Z WSDOT overhead policy expired with OH's for 2009 (see ref P)

**Exhibit G-3
Breakdown of Subconsultants Overhead Cost**

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor		
Overhead Expenses:		
FICA		
Unemployment		
Health/Accident Insurance		
Medical Aid & Industrial Insurance		
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		
Total Fringe Benefits		
General Overhead:		
State B&O Taxes		
Insurance		
Administration & Time Not Assignable		
Printing, Stationery & Supplies		
Professional Services		
Travel Not Assignable		
Telephone & Telegraph Not Assignable		
Fees, Dues & Professional Meetings		
Utilities & Maintenance		
Professional Development		
Rent		
Equipment Support		
Office, Miscellaneous & Postage		
Total General Overhead		
Total Overhead (General + Fringe)		
Overhead Rate (Total Overhead / Direct Labor)		205.21%

See Attached WSDOT Overhead Audit Letter
 (Dated February 1, 2012)



**Washington State
Department of Transportation**
Paula J. Hammond, P.E.
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300

360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 1, 2012

Robert Jenson, CFO
Hart Crowser, Inc.
1700 Westlake Ave N #200
Seattle, WA 98109-6212

Re: Hart Crowser, Inc. Overhead Schedule
Fiscal Year End June 25, 2010

Dear Mr. Jenson:

We have completed a desk review of your overhead schedule for the above referenced fiscal year. Our review included the documentation provided by Hart Crowser, Inc.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Hart Crowser, Inc.'s accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Hart Crowser, Inc.'s overhead rate for the fiscal year ending June 25, 2010, at 205.21% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Also, remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

Mr. Jenson
February 1, 2012
Page 2

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

Sincerely,

A handwritten signature in blue ink that reads "Martha Roach". The signature is written in a cursive, flowing style.

Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,719,907</u>				<u>\$2,719,907</u>	100.00%
Fringe Benefits:						
Vacation, Sick, & Holiday	\$672,900				\$672,900	24.74%
Payroll Taxes	487,616				487,616	17.93%
Health Insurance	490,468				490,468	18.03%
Workers' Comp. Insurance	17,394				17,394	2.58%
Profit Sharing (401-k)	184,980	(18,215)		A	166,765	34.20%
Fringe Benefits Adjustment			(91,389)	O	(91,389)	-18.63%
Total Fringe Benefits	<u>\$1,853,358</u>	<u>(\$18,215)</u>	<u>(\$91,389)</u>		<u>\$1,743,754</u>	64.11%
General Overhead:						
Indirect Labor	\$1,286,516				\$1,286,516	47.30%
Bid & Proposal Labor	785,579	(239)		C	785,341	28.87%
Marketing Labor			114,142	R	114,142	4.20%
Training Labor			57,172	S	57,172	2.10%
Incentive Bonus	18,917	(11,417)		B	7,500	1.11%
Rent	793,273				793,273	29.17%
Maintenance & Repairs	14,543				14,543	2.97%
Travel/Automobile	37,877	(462)	(63,271)	C,N,P	(25,856)	-0.95%
Insurance	96,670				96,670	57.97%
Telephone	116,183				116,183	4.27%
Utilities	17,212				17,212	0.99%
Taxes & Licenses	186,206				186,206	6.85%
Depreciation & Amortization	114,430		(3,491)	N	110,939	4.08%
Dues & Subscriptions	27,934	(500)		E	27,434	2.13%
Job Procurement	390,435	(269,811)	(114,142)	C,D,G,R	6,482	0.83%
Employee Train/Recruit/Moving	119,527	(2,626)	(57,172)	C,S	59,729	52.33%
Professional Fees	74,820				74,820	130.87%
Interest	67,773	(67,773)		H	0	0.00%
Computer	50,095				50,095	0.90%
Supplies & Miscellaneous	171,933	(69,212)	(43,276)	I,F,K,L,M,Q	59,445	1.07%
Total General Overhead	<u>\$4,369,923</u>	<u>(\$422,039)</u>	<u>(\$110,038)</u>		<u>\$3,837,846</u>	141.10%
Total Overhead Costs	<u>\$6,223,281</u>	<u>(\$440,254)</u>	<u>(\$201,427)</u>		<u>\$5,581,600</u>	205.21%
Overhead Rate	228.80%	212.62%			<u>205.21%</u>	

Hart Crowser, Inc
Overhead Schedule
For the Year Ended June 25, 2010

Description	Financial Statement Amount	Hart Crowser Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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Hart Crowser, Inc - Reviewed & Accepted 2/1/12 JJ
"Overhead Rate still subject to WSDOT Audit"

References

Hart Crowser Adjustments:

Hart Crowser Overhead Internally prepared with out audit

- A Stock option expense unallowable per 48 CFR 31.205-6
- B Non plan bonuses per 48 CFR 31.205-6
- C Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2).
- D Public relations and advertising unallowable per 48 CFR 31.205-1.
Promotional Marketing unallowable per 48 CFR 31.205-1
- E Lobbying unallowable 48 CFR 31.205-22
- F Unallowable employee entertainment 48 CFR 31.205-1
- G Entertainment unallowable per 48 CFR 31.205-14.
- H Interest unallowable per 48 CFR 31.205-20.
- I Contributions unallowable per 48 CFR 31.205-81.
- K Bad debts 48 CFR 31.205-3
- L Recoveries & purchase discounts - Field Service recoveries (18,418.59) In house reproduction recoveries (10,008) purchase discounts (13,010.09)

WSDOT Adjustments:

- M Remainder of Christmas party in the amount of \$24,956.90, retirement party in the amount of \$107.80, Cinco de Mayo party in the amount of \$385 unallowable entertainment per 48 CFR 31.205-14. Flowers and singing Christmas tree in the amount of \$497, gift card in the amount of \$500 unallowable per 48 CFR 31.205-13(b).
- N Travel/Auto costs in the amount of \$61,969 and auto depreciation in the amount of \$3,491 removed per 48 CFR 31.201-2(d). The firm does not keep mileage logs.
- O Fringe benefits directly related to marketing labor in the amount of \$91,389 unallowable per 48 CFR 31.201-6(a), 48 CFR 31.205-1(f) and 2010 AASHTO Audit Guide Ch. 8.2. See worksheet.
- P Unallocable cost in the amount of \$1,302.20. Firm reimbursed employee for cancelled vacation.
- Q Direct costs in the amount of \$16,829.90 unallowable per 48 CFR 31.202. GL account titled "Field Supplies-Direct Chargeable"
- R Segregated Marketing Labor from Job Procurement in the amount of \$357,896 and included it as it's own line item. The unallowable portion in the amount of \$243,754 was also segregated.
- S Segregated Training Labor from Employee Train/Recruit/Moving in the amount of \$57,172 and included it as its own line item.

EXHIBIT G-3
OTAK, Inc.
Overhead Schedule
01/01/11-12/31/11

Account Title	Proposed Overhead Costs	Audit Adjustments	Accepted Overhead Costs
Direct Labor Base			
502.00 Direct Cost Payroll	\$ 7,207,781.46		\$ 7,207,781.46
Total Direct Labor Base	\$ 7,207,781.46	\$ -	\$ 7,207,781.46
Overhead Costs			
602.00 Indirect Cost Payroll	\$ 3,713,757.00	\$ (51,513.00)	\$ 3,662,244.00
602.01 Indirect Cost Payroll-Prem Tim	\$ 193,027.00	\$ -	\$ 193,027.00
602.99 Indirect Cost Payroll - Mrk Lbr Unl	\$ -	\$ -	\$ -
604.00 Vacation & Comp Salaries	\$ 763,091.34	\$ -	\$ 763,091.34
604.01 Sabbatical Leave Expense	\$ 124,136.98	\$ -	\$ 124,136.98
606.00 Auto Allowance	\$ 4,760.00	\$ -	\$ 4,760.00
608.00 Payroll Taxes	\$ 14,956.67	\$ -	\$ 14,956.67
608.01 Payroll Taxes-FICA ER Expense	\$ 899,623.42	\$ -	\$ 899,623.42
608.02 Payroll Taxes-SUI ER Expense	\$ 228,623.28	\$ -	\$ 228,623.28
608.03 Payroll Taxes-WBFT ER Expense	\$ 3,161.11	\$ -	\$ 3,161.11
608.04 Payroll Taxes-TriMet ER Expens	\$ 42,110.95	\$ -	\$ 42,110.95
610.00 Continuing Education	\$ 4,881.14	\$ -	\$ 4,881.14
612.00 Employee Housing	\$ 10,850.00	\$ -	\$ 10,850.00
614.00 Employee Recruiting	\$ 7,235.99	\$ -	\$ 7,235.99
616.00 Employee Relocation Expenses	\$ 294.00	\$ -	\$ 294.00
620.00 Flex/401(k) Administr Exp	\$ 458.35	\$ -	\$ 458.35
622.00 Health Insurance Claims	\$ 1,782,760.09	\$ -	\$ 1,782,760.09
624.00 Health Insurance-Employees	\$ (100,804.04)	\$ -	\$ (100,804.04)
626.00 Life & LTD Insurance-Employees	\$ 68,233.33	\$ -	\$ 68,233.33
628.00 Prof. Dues, Publictns, Sbscrt.	\$ 79,315.90	\$ -	\$ 79,315.90
630.00 Professional Fees & Licenses	\$ 15,402.94	\$ -	\$ 15,402.94
650.00 Travel-Education	\$ 22,896.48	\$ (4,516.00)	\$ 18,380.48
695.00 Bonuses	\$ 7,847.99	\$ -	\$ 7,847.99
695.01 Bonuses-Safety	\$ 4,588.61	\$ -	\$ 4,588.61
695.04 Severance Pay	\$ 141,986.04	\$ (91,922.04)	\$ 50,064.00
696.00 Non-Employee Compensation	\$ 46,755.00	\$ (46,755.00)	\$ -
697.00 Deferred Compensation	\$ 94.03	\$ -	\$ 94.03
702.00 Bank Charges & Fees	\$ 23,478.68	\$ -	\$ 23,478.68
704.00 Business Ds, Licns & Membrshps	\$ 39,999.14	\$ -	\$ 39,999.14
706.00 Business Meals (Inside)	\$ 3,299.13	\$ (343.00)	\$ 2,956.13
706.01 Business Meeting Exp-Offsite	\$ -	\$ (532.00)	\$ (532.00)
708.00 Business Meals-Direct Sales	\$ 3,468.99	\$ (1,115.00)	\$ 2,353.99
710.00 Business Subscriptns & Pblctns	\$ 13,417.07	\$ -	\$ 13,417.07
712.00 Contributions	\$ -	\$ -	\$ -
716.00 Equipment Rental	\$ 114,499.67	\$ -	\$ 114,499.67
720.00 Insurance-Business	\$ 487,285.70	\$ -	\$ 487,285.70
722.00 Janitorial Services	\$ 63,661.05	\$ -	\$ 63,661.05
726.00 Maintenance & Repairs	\$ 99,487.18	\$ -	\$ 99,487.18
728.00 Miscellaneous	\$ 117,554.00	\$ (90,306.00)	\$ 27,248.00
729.00 Moving Expense	\$ 1,879.35	\$ -	\$ 1,879.35
730.00 Operatng and Genrl Suppls Expns	\$ 105,119.49	\$ -	\$ 105,119.49
732.00 Office Rent	\$ 2,001,732.15	\$ (439,478.00)	\$ 1,562,254.15
732.01 Offc Rent-Comm Ar Mnt (CAM) Chg	\$ 204,162.23	\$ -	\$ 204,162.23
732.02 Office Rent-Utilities Pd Lessr	\$ 79,624.32	\$ -	\$ 79,624.32
732.04 Rent - SubLease Income	\$ (350.00)	\$ -	\$ (350.00)
734.00 Office Functions	\$ -	\$ -	\$ -
734.01 Discretionary Recgntn Pl Dstrbt	\$ -	\$ -	\$ -
736.00 Postage & Freight	\$ 26,219.36	\$ -	\$ 26,219.36
738.00 Printing & Graphics	\$ 5,463.52	\$ -	\$ 5,463.52
740.00 Professional/Lgl & Accntng Srvcs	\$ 780,187.41	\$ (202,223.00)	\$ 577,964.41

OTAK, Inc.
Overhead Schedule
01/01/11-12/31/11

Account Title	Proposed Overhead Costs	Audit Adjustments	Accepted Overhead Costs
740.01 Less: Prof & Legal Capitalized	\$ (300,700.00)	\$ -	\$ (300,700.00)
742.00 Professional Services-Other	\$ 334,675.80	\$ -	\$ 334,675.80
744.00 Protective Services	\$ 10,076.36	\$ -	\$ 10,076.36
746.00 Telephone & Alarm Systems	\$ 281,627.28	\$ -	\$ 281,627.28
748.00 Temporary Clerical Services	\$ 87,824.46	\$ -	\$ 87,824.46
750.00 Travel-Office & Direct Sales	\$ 104,190.12	\$ (35,898.00)	\$ 68,292.12
750.01 Travel-Auto Rental	\$ 9,541.13	\$ (1,545.00)	\$ 7,996.13
750.02 Travel-Mileage Reimbursed	\$ 23,983.13	\$ (4,922.00)	\$ 19,061.13
756.00 Utilities	\$ 15,615.11	\$ -	\$ 15,615.11
758.00 Vehicle Expenses	\$ 85,587.98	\$ -	\$ 85,587.98
768.00 Computer Supplies	\$ 68,600.05	\$ -	\$ 68,600.05
770.00 Internet Services Expense	\$ 12,623.83	\$ -	\$ 12,623.83
772.00 Outside Computer Services	\$ 50,626.18	\$ -	\$ 50,626.18
774.00 Software Program Expenses	\$ 168,548.38	\$ -	\$ 168,548.38
776.00 Equipment Lease	\$ 124,072.17	\$ -	\$ 124,072.17
778.00 Vehicle Leases	\$ 44,441.83	\$ (8,050.00)	\$ 36,391.83
779.00 Amortization	\$ -	\$ -	\$ -
792.00 Depreciation	\$ 329,102.87	\$ 20,300.49	\$ 349,403.36
794.00 Other Taxes	\$ 283,800.49	\$ -	\$ 283,800.49
796.00 Sales Tax Paid	\$ 26,074.22	\$ -	\$ 26,074.22
906.00 Gain/Loss on Asset Disposal	\$ (30,301.01)	\$ -	\$ (30,301.01)
	<u>\$ 13,980,242.42</u>	<u>\$ (958,817.55)</u>	<u>\$ 13,021,424.87</u>

Overhead Rate	193.96%	180.66%
		0.32%
		180.97%

Note: Otak is capping the overhead factor at 175%



EXHIBIT G-3

**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

April 11, 2013

Reid Middleton, Inc.
728 - 134th Street SW, Suite 200
Everett, WA 98204

Subject: Approval of Sub-Consultant(s)

Dear Mr. Corbin Hammer:

WSDOT has received and reviewed the proposed sub-consultant(s) and their rates. Based on that review we have approved your sub-consultant(s), ProDims, LLC. (see attached approved rate table(s)) effective 04/10/13. These sub-consultants and their rates are approved for Agreement Number Y-11327 and their rates may be reviewed again on the anniversary date of the execution date of this agreement with the state. If you have questions regarding this sub-consultant approval, please contact me at 360-705-7106.

Sincerely,

Erik Jonson
Manager, Consultant Services Office

EJ:kal

Enclosure: Approved Sub-Consultant Rate Table(s)

cc: Brem Bremjit, WSF, TB-32

04/10/13

Washington State Department of Transportation
PO Box 47323
Olympia, WA 98504-7323

Subject: Hourly Rate Statement

Attention: Director, Consultant Services Office

Below are the highest anticipated hourly billing rates for the On-Call Services.
These rates are fully burdened and are the lowest rates charged to On-Call WSF
Full Services Terminal Design & Construction Engineering Agreement Y-11327.

<i>Classification</i>	<i>Hourly Billing Rate</i>
Senior Cost Estimator	165.49
Cost Estimator	138.28

Respectfully,



Darlene Wageman
Accountant
ProDims LLC

Approved by:



 Washington State
Department of Transportation



EXHIBIT G-3
Sazan Group, Inc.
Overhead Costs and Rate for 2012

	<u>2012 Sazan</u> <u>O/H Rate</u>
Direct Labor	2,687,878
Overhead Expenses:	
Bidding & Client Contact Salaries	24,259
Nonbillable Travel & Related	21,177
Indirect Salaries	767,636
Bonuses & Incentive Payments	182,230
Vacation, Sick, Holidays	236,789
Training/Seminars Wages	11,953
Proposals Labor	87,990
Employment Taxes	292,631
Health & Workers' Comp.	264,419
Life Insurance	851
Pension Contribution	81,103
Training/Professional Develop.	14,749
Employee Parking	32,865
Employee Activities	18,988
Recruitment	1,728
Office Rent & Related	364,454
Office Supplies	97,884
Communications	37,892
Vehicle Expense - Fuel, Maint. Ins.	21,310
Travel - Air & Hotels	6,764
Parking, Tolls, Mileage	7,999
Meals	517
Business Insurance	50,521
Interest Expense	12,607
R&O Tax	168,990
Sales Tax	16,510
Advertising	938
Marketing Supplies	576
Public Relations	1,500
Marketing Meals	21,573
Marketing Reproductions	203
Business Entertainment	1,890
Marketing Reproductions	203
Meetings & Conferences	3,615
Depreciation	160,048
Professional Services	93,242
IT Services	8,247
Bank Charges	949
Charitable Donations	7,150
Misc. Expenses	28
	<u>3,124,978</u>
Total Indirect Costs	<u>3,124,978</u>
Overhead Rate	<u>116.26%</u>
Direct Labor	<u>100.00%</u>
OH Rate	<u>216.26%</u>
Profit (10%)	<u>21.63%</u>
Overhead Rate	<u>2.38</u>

Exhibit H

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

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

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&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.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&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.

Exhibit K Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will 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 Highways and 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 Highways and 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.

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 Highways and 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.

Exhibit M-1(a)
Certification Of Consultant

Project No. _____
Local Agency Skagit County

I hereby certify that I am Robert L. Fernandes and duly authorized representative of the firm of BergerABAM Inc. whose address is 33301 Ninth Avenue S., Suite 300, Federal Way, WA 98003 and that neither I nor the above firm I here represent has:

- (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 the 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 available to the Washington State Department of Transportation 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.

6/3/2013

Date

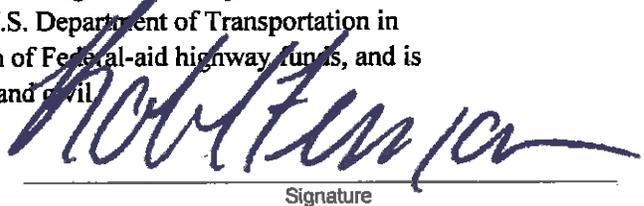

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Woodland, Washington, and that the consulting firm 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 available to the Washington State Department of Transportation 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.

Date

Signature

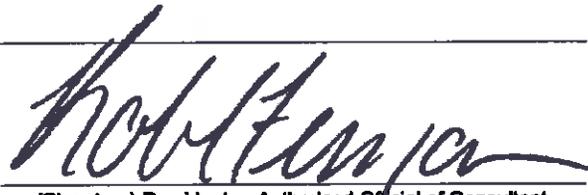
Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- 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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I) (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, or 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.

Consultant (Firm): BergerABAM Inc.

6/3/2013

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-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 an 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 any 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 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): BergerABAM Inc.

6/3/2013

(Date)

A handwritten signature in black ink, appearing to read "Robert F. ...", is written over a horizontal line. Below the line, the text "(Signature) President or Authorized Official of Consultant" is printed.

(Signature) President or Authorized Official of Consultant

Exhibit M-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 15.401 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 Scott Avenue Reconnection Project * are accurate, complete, and current as of June 3, 2013 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm BergerABAM Inc.

Name Robert L. Fernandes/BergerABAM



Title Vice President

Date of Execution*** June 3, 2013

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** 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.