



**RESCHEDULED REGULAR CITY COUNCIL STUDY SESSION
MONDAY, JULY 1, 2013
LOCATION: BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N., BAINBRIDGE ISLAND, WASHINGTON**

AGENDA

1. CALL TO ORDER / ROLL CALL

7:00 PM Mayor: Stephen Bonkowski
Councilmembers: Anne Blair Debbi Lester
Sarah Blossom Bob Scales
Kirsten Hytopoulos David Ward

**2. ACCEPTANCE OR MODIFICATION OF AGENDA/CONFLICT OF INTEREST DISCLOSURE
7:05 PM**

**3. STAFF INTENSIVE
7:10 PM**

A. Subject: Interlocal Agreement for Joint Facility Planning with the Bainbridge Island Fire Department, AB 13-084 – 15 min.

Discussion Leader: Police

Discussion Goal: Consider approval.

B. Subject: Wing Point Way Non-Motorized Improvements Project Design Information, AB 13-086 – 10 min.

Discussion Leader: Public Works

Discussion Goal: Consider scheduling professional services agreement approval for July 10, 2013 Business Meeting.

C. Subject: 2013 Chip Seal Project, Contract Award Information, AB 13-085 – 10 min.

Discussion Leader: Public Works

Discussion Goal: Consider scheduling construction award approval for July 10, 2013 Business Meeting.

**4. COMMITTEE REPORTS
7:45 PM**

**5. REVIEW OF UPCOMING COUNCIL MEETING AGENDAS
7:50 PM**

**6. FOR THE GOOD OF THE ORDER
7:55 PM**

**7. ADJOURNMENT
8:00 PM**



Times listed on this agenda are approximate. Public Comment may be limited to allow time for Council to deliberate.

Americans with Disabilities Act (ADA) accommodations provided upon request. Those requiring special accommodations, please contact the City Clerk at 206-842-2545 (cityclerk@bainbridgewa.gov) by noon on the day preceding the Meeting.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Interlocal Agreement for Joint Facility Planning with the Bainbridge Island Fire Department	Date: July 1, 2013
Agenda Item: Staff Intensive	Bill No.: 13-084
Proposed By: Doug Schulze, City Manager	Referral(s):

BUDGET INFORMATION

Department:	Fund:	Munis Contract #
Expenditure Req:	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☐ No

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A Finance ☐ Yes ☐ No ☒ N/A

DESCRIPTION/SUMMARY

Action Item:

Consideration of Interlocal Agreement for Joint Facility Planning with the Bainbridge Island Fire Department ("Fire Department").

History:

The City and the Fire Department are interested in exploring the possibility of a joint facility housing both the City's Police Department and some portion of the Fire Department. The attached interlocal agreement will allow the City and Fire Department to proceed with a joint planning effort, including the possibility of hiring a space planning consultant to assist with the planning process with the cost to be shared between the two parties.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Interlocal Agreement for Joint Facility Planning with the Bainbridge Island Fire Department.

**INTERLOCAL AGREEMENT FOR JOINT FACILITY PLANNING
BETWEEN THE CITY OF BAINBRIDGE ISLAND AND
BAINBRIDGE ISLAND FIRE DEPARTMENT**

THIS INTERLOCAL AGREEMENT FOR JOINT PLANNING (this "Agreement") is entered into between the City of Bainbridge Island, a Washington municipal corporation ("COBI") and Bainbridge Island Fire Department (the "Fire Department") a Washington fire protection district, for the purposes hereafter mentioned.

WHEREAS, COBI operates a police department serving the City of Bainbridge Island from a facility currently located at 625 Winslow Way, and

WHEREAS, the Fire Department operates a fire department serving COBI from three fire stations located throughout the city, and

WHEREAS, the parties are interested in exploring the possibility of a joint facility housing both the COBI police department and some portion of the Fire Department, and the parties desire to engage in joint planning efforts in order to explore that possibility, now, therefore,

COBI and the Fire Department agree as follows:

1. Authority. This Agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. Purpose. The purpose of this Agreement is to provide for the parties to cooperate in planning for a joint facility housing the COBI police department and some portion of the Fire Department to be located in the COBI city limits, including obtaining the services of a qualified consultant to assist the parties in the planning effort. This Agreement provides for cooperation on facility planning only, and any joint action beyond such planning, e.g., the procurement of architectural services for actual design of a joint facility or the construction of a joint facility if the parties determine the same to be desirable, will be the subject of further agreements.

3. Duration. This Agreement shall take effect and be in full force on the date of the last party's signature below. This Agreement shall remain in effect until the completion of the consultant services provided for in this Agreement, unless sooner terminated as provided hereinafter.

4. Identification of Space Needs - Procurement of Consultant Services. The parties agree to meet and confer regarding the space needs of each party that need to be accommodated in a joint facility. If the parties agree, the parties may procure the services of a space planning consultant. If the parties procure such services, the parties may either (a) jointly enter into an agreement with the space planning consultant, or (b) designate one party to act as lead agency for the procurement and execution of a consultant agreement. In either case, the services shall be procured using procedures that satisfy the legal requirements of both parties for the procurement of such services. The parties shall agree in advance on a budget for consultant services and shall share in the cost of those services according to a respective cost apportionment to be identified under the consultant contract. To the degree that the consultant performs services related to planning for facilities that are intended to be of use solely by the Fire Department, the costs associated with those services will be the responsibility of the Fire Department alone. If the contract is jointly entered into by the parties, the consultant may invoice the

parties for their separate shares of the cost on a monthly basis. If the contract is entered into by one party acting as lead agency, the consultant shall invoice the lead agency on a monthly basis and the lead agency shall pay the consultant, subject to reimbursement for the respective share of the monthly cost by the other party. Reimbursement will be made within thirty (30) days after receipt of such invoice.

5. Direction to Consultant. The parties shall provide joint direction to the consultant on matters within the consultant's scope of services. The designated representatives of the parties shall confer and agree on the direction to be given and the person to convey the direction. If the contract is entered into by one party acting as lead agency, the lead agency shall provide the formal direction to the consultant after obtaining agreement from the other party.

6. Ownership and Rights to Work Product. Regardless of whether the consultant agreement is entered into jointly or by one party as lead agency, both parties shall have equal ownership rights in and the right to use the resulting work product, and the contract with the consultant shall so provide.

7. Termination. Either party may terminate this Agreement at any time upon the giving of thirty (30) days' advance written notice to the other party. If termination occurs after the parties have contracted with a consultant to assess the parties' space needs, the terminating party shall remain responsible for its share of the consultant costs incurred up to the effective date of termination and for its share of any costs associated with terminating the consultant contract.

8. Administration. This contract shall be jointly administered by the City Manager of COBI and the Chief of the Fire Department, or their designees. The City Manager and the Chief, or their designees, shall act as the designated representatives of the parties for purposes of the joint decision-making called for in this Agreement.

9. Property. The only property to be acquired under this Agreement is the ownership and/or right to use the consultant's work product. No other property, real or personal, is authorized to be acquired under this Agreement.

10. Notices. Any notices required to be given by one party to the other party under this Agreement shall be personally delivered or mailed to the following addresses:

City Manager
City of Bainbridge Island
280 Madison Ave. N.E.
Bainbridge Island, WA 98110

Fire Chief
Bainbridge Island Fire Department
8895 Madison Ave. N.E.
Bainbridge Island, WA 98110

If notice is mailed, notice shall be deemed received three (3) days after the same is deposited in the U.S. Mail, postage prepaid, addressed as provided in this section.

11. Integration. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

12. Severability. If any section of this Agreement is deemed invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be deemed severable and shall remain in full force and effect.

13. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

EXECUTED by the parties on the dates hereafter written.

CITY OF BAINBRIDGE ISLAND

BAINBRIDGE ISLAND FIRE DEPARTMENT

City Manager Douglas Schulze

Dated:_____

Chief Hank Teran

Dated:_____

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Professional Services Agreement with HDR Inc. for the Wing Point Way Non-Motorized Improvements project design	Date: July 1, 2013
Agenda Item: Staff Intensive	Bill No.: 13-086
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

Dept/Fund: PW/Capital Const. Fund – Budget Amendment of \$57,577 approved at 04/24/2013 City Council Meeting	STP Funds: \$303,398
	City Match: \$ 57,477
Expenditure Req: \$	Budgeted? ☒ Yes ☐ No
	Budget Amend. ? ☒ Yes Approved

REFERRALS/REVIEW

Study Session	Recommendation:
City Manager ☒ Yes ☐ No ☐ N/A	Legal ☒ Yes ☐ No ☐ N/A
	Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the Wing Point Way Non-Motorized (NM) project design services contract on the next City Council business meeting.

Background:

On June 11, 2013, the Puget Sound Regional Council (PSRC) notified the City that Surface Transportation Program (STP) federal funds, (from the contingency list), were awarded in the amount of \$303,398.00 for the Wing Point Way NM Improvements project design. See attached letter from PSRC. The City Council previously approved a budget amendment of \$57,477.00 for the local match contribution at their April 24, 2013 City Council meeting. For scheduling purposes, the funds need to be obligated by August 1st to meet PSRC requirements. In the case of this particular funding, obligated means the design Agreement approved by City Council, signed by both parties and submitted to WSDOT.

The proposed Wing Point Way Non-Motorized project (from Ferncliff Avenue to Park Avenue) provides for sidewalk improvements on one side and reconstruction of the roadway surfacing and storm water drainage as well as an assessment of the existing sewer and water utilities.

The City solicited statements of qualifications from eight consultants from the consultant roster and HDR Inc. was selected as the most qualified consultant to design the project. As of the writing of this Agenda Bill, staff is still negotiating the final professional services agreement amount with HDR Inc. For reference purposes, see attached draft scope of work. The finalized agreement will be provided at the July 10, 2013 City Council meeting.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the Wing Point Way Non-Motorized Improvements design project contract as an unfinished business item to the July 10, 2013 business meeting for award consideration.

Puget Sound Regional Council



The Honorable Steve Bonkowski
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA, 98110

Dear Mayor Bonkowski:

I'm writing to congratulate you on the recent award of \$303,398 in funding from the Puget Sound Regional Council for the Wing Point Way Improvements Project.

Your project was one of 21 projects approved by PSRC's Executive Board in May to receive a total of \$24 million in federal funding.

One of PSRC's major responsibilities is to secure federal transportation funding for the region and to select projects to receive that funding. The projects are selected on their merits and support the region's growth and economic development.

To ensure that our region meets an August 1 deadline for using funds from the Federal Highway Administration, we identified ready to go projects such as yours to receive this funding. This action will ensure federal transportation dollars are put to work on priority projects right away. These projects must use their awarded funds by August 1, or the funds will be returned.

We thank you for your continued leadership and excellent work by your staff on transportation planning and implementation. PSRC looks forward to continuing to partner with you on regional transportation, economic development and land use solutions that work locally and regionally.

Warm regards,

A handwritten signature in black ink, appearing to read "Bob Drewel", written over a horizontal line.

Bob Drewel
Executive Director
Puget Sound Regional Council

CC: Chris Hammer, Engineering Manager



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CITY OF BAINBRIDGE ISLAND

DRAFT EXHIBIT A

SCOPE OF SERVICES WING POINT WAY NON-MOTORIZED IMPROVEMENT PROJECT

- Conceptual Design Development
- Plans, Specifications and Opinion of Probable Cost
- Public Information and Outreach
- Environmental Permitting Assistance
- ROW, Construction and Slope Easement Negotiation and Preparation
- Utility Assessments and Design
- Culvert Rehabilitation

Prepared by:

HDR Engineering
4717 97th Street NW
Gig Harbor, WA 98335

Exhibit A
Scope of Services
Wing Point Way Non-Motorized
Improvement Project

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I. Introduction

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) shall perform professional services for the City of Bainbridge Island (CITY) in association with the Wing Point Way Improvement project. This document shall be used to plan, conduct, and complete the work described on the project.

The work under this AGREEMENT consists of environmental permitting; public information and outreach; conceptual design alternatives development; Right of Way and Easement negotiations and preparation; developing final plans, specifications, and estimate (PS&E); utility assessments and design; franchised utility coordination and construction support services for non-motorized improvements to Wing Point Way. The improvements include, but are not limited to, the design of the curb, gutter, bicycle lanes, mid-block crossings, sidewalk, roadway and storm drainage along Wing Point Way from Ferncliff Ave to Park Ave.

The existing configuration/condition of Wing Point Way between Ferncliff Ave and Park Avenue consists of two asphalt travel lanes of varying widths and road side ditches.

During the term of this AGREEMENT, HDR Engineering (CONSULTANT) together with Hough Beck & Baird (SUBCONSULTANT) shall perform professional services for the CITY in connection with the Wing Point Way Improvement Project. Work items include:

- General Project Management
- Review of existing data and information
- Conceptual design development
- Public information and Outreach
- Environmental permitting
- Landscape architecture
- Utility condition assessment(s) and design
- Franchised utility coordination
- Engineering Plans, Specification & Opinion of Probable Construction Cost
- ROW and Easement(s) negotiation and preparation
- Construction phase support

The work is authorized by the signing of this AGREEMENT. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget.

The CONSULTANT's work is expected to start in August 2013, and be completed by June 2015. The CONSULTANT will perform the work tasks listed in Section III for the Wing Point Way Non-Motorized Improvement Project.

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II. Design Criteria

The CITY will designate the basic premises and criteria for the design. Reports and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments as of the date of the signing of this AGREEMENT of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units.

Drafting Standard: City of Bainbridge Island/APWA
Datums: Horizontal: Washington State Plane Coordinate System, North Zone, NAD 83/91
Vertical: NAVD 1988

City of Bainbridge Island Publications:

- City of Bainbridge Island Design and Construction Standards and Specifications
- Department of Ecology Stormwater Management Manual (including Bainbridge Island Municipal Code Chapter 15.20 requirements).

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2012) (M41-10)
- Standard Plans for Road, Bridge and Municipal Construction, English edition (M21-01)
- Design Manual (M22-01)
- Hydraulic Manual (M23-03)
- Plans Preparation Manual (M22-31)
- Bridge Design Manual (M23-50)
- Amendments and General Special Provisions
- Standard Item Table
- Traffic Manual, (M51-02)
- Highway Runoff Manual (M31-16)
- Utilities Manual (M22-87)
- Local Agency Guidelines (M36-63(PA))
- Environmental Procedures Manual (M31-11)
- EIS Format Standards (M31-14).

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American Association of State Highway and Transportation Officials (AASHTO) Publications:

- A Policy on Geometric Design of Highways and Street (2004 - 'Green Book')
- Guide for the Design of High Occupancy Vehicles and Public Transfer Facilities (1983)
- A Guide for Highway Landscape and Environmental Design (1970)
- Highway Design and Operational Practices Related to Highway Safety (1974 - 'Yellow Book').

U.S. Department of Transportation (USDOT) Publications:

- Manual of Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual, Special Report 209

Other Publications/Design Guides:

- City of Bainbridge Island Public Works Standards
- City of Bainbridge Island Municipal Code
- Standards of the American Waterworks Association
- Book of American Society for Testing and Materials Standards
- American Public Works Association standards
- Americans With Disabilities Act (ADA)
- Making Endangered Species Act Determinations of Effect for Individual or Group Actions at the Watershed Scale. NMFS, 1996
- Endangered Species & Transportation Handbook, Draft. Washington State Department of Transportation, 1998
- Biological Assessment Preparation And Review, Update. USFWS et. al. 1998
- Biological Assessment Interim LAG Changes, Chapter 24 Supplement. Washington State Department of Transportation (TA/LA 99-2), March 1999.
- Department of Ecology Storm Water Management Manual for Western Washington

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III. Detailed Scope of Services

Task 1 Project Management/CONSULTANT Coordination

This task describes those services necessary to plan, perform, and control the various elements of the project so that the needs and expectations of the CITY and other project stakeholders will be met or exceeded.

Assumptions:

The CONSULTANT's project manager shall meet with the CITY's project manager on a monthly basis throughout the project. Estimated duration is 11 months.

The CONSULTANT shall submit monthly invoices with a written summary of project progress to-date and activities expected for the next month.

Task 1.1 Project Reporting/Project Management

This task consists of Administration of the project and coordinating with the CITY to facilitate efficient progress and timely completion. Elements of work in this task include:

- Develop and update project schedule
- Evaluate and monitor project budget
- Development and update of Project Guide
 - The project guide is a comprehensive compilation of project information and contains information and direction on the project back ground, team, communication plan, scope of services, budget, schedule, quality management plan, project administration guidelines and health and safety requirements. The guide is updated throughout the project and distributed to the team leads and CITY.
- Establish and maintain the communication plan between the CITY, team members and sub-consultants
- Establish a collaborative project approach and resolution strategies regarding project challenges
- Develop, update and monitor quality management plan for the project
 - The quality management plan identifies the person(s) responsible for the quality assurance and control. The plan shall also define the intervals that QAQC review will be performed commensurate with HDR policy and industry standards.

Task 1.2 Meetings

In addition to attending specific meetings as described in other tasks, the CONSULTANT project manager shall attend the following meetings:

Meetings	Purpose(Frequency)	Preparation/Documentation
CITY Project Manager	Coordination meetings to discuss progress, action items, budget, schedule, upcoming issues (monthly)	Prepare agenda. Meeting minutes summarizing action items, decisions made and strategies
Core CONSULTANT	Coordinate team's progress/effort, status (Bi-weekly)	Prepare agenda. Summary of decisions made and assigned action items

Assumptions

- Coordination Meetings (11 meetings have been estimated)
 - Meetings will be attended by the CONSULTANT project manager
 - Meetings have been assumed to be 1 hours in length
- Team Meetings (2 per month for 11 months)

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Task 1.3 Project Design Schedule

Develop and maintain the project schedule using Microsoft Project. Significant tasks and sub-tasks will be represented in the schedule as well as significant mile stones required for the successful completion of the design and adoption by CITY council of the proposed project.

Task 1 Deliverables

- Monthly progress report (1 copy each month)
- Meeting agenda / minutes (1 copy each meeting)
- Project schedule (1 copy each update)
- Monthly invoicing submitted within 30 days of work completed. (1 copy each month)

Task 2 Topographic Survey and Base Maps

Assumptions

The CITY shall provide the CONSULTANT with all topographic survey, base maps, and other available support data for use in the CONSULTANT(s) development of project plans and exhibits

The CONSULTANT assumes that the following information will be provided as part of the topographic survey and be incorporated on the base map(s).

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■ Topographic Survey

- ◆ Includes: horizontal and vertical control surveying to adequately control the topographic mapping. The mapping will be completed on Washington State Plane Coordinate System, North Zone NAD 83/91, and NAVD 1988 vertical datum.
- ◆ Right Of Way limits and adjacent parcel boundaries.
- ◆ Surface grades, pavement edges, utility poles, hydrants, valves, manholes, storm drains, culverts, mailboxes, signs, fences, significant landscaping, wetland and environmentally sensitive areas, etc... in sufficient detail to support design/PS&E development. Contours will be depicted at one one-foot intervals.
- ◆ Includes: water, natural gas, telephone, fiber optics, cable television, electrical, storm drainage, and sanitary sewers. Base maps shall be prepared in accordance with applicable sections of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and the prevailing standard of care.
- ◆ Utility Records Research - Record Drawings of all utilities known to reside within project limits.
- ◆ Potholing information of existing buried utilities within project limits.

■ Base Map

Base maps shall be provided in AutoCAD 2010 format, scaled at 1"=20' horizontal, showing all features outlined above. Maps will show contours at 1-foot intervals, spot elevations on existing roadway areas, and critical driveway areas, as necessary to support the design of the project.

Task 3 Data Collection and Review of Existing Conditions***Assumptions***

The CITY shall provide to the CONSULTANT existing information and requirements relative to the PROJECT including, but not limited to, the items listed in Section IV of this Exhibit A.

Task 3.1 Existing Data Collection and Review

Review available data provided by the CITY. Review utility as-utility drawings, surveys and relevant information against the assumptions made on the project. Categorize and prioritize the information as to the degree it specifically relates to the proposed improvements. Document the major findings and determine what additional data or analysis is needed.

Task 3.2 Site Reconnaissance

The CONSULTANT team members shall visit the site after reviewing the collected existing data taking photographs and video to assist in future corridor studies and for coordination purposes. The site visit shall be used to check existing data, aerial mapping data, and as-built maps; noting those features that visibly differ from the existing data collected and determining areas that need additional field survey in the later phases of work.

Task 4 Geotechnical Investigation

The CONSULTANT shall obtain subsurface information regarding soil and ground water conditions along the project alignment as a preliminary basis for evaluating geotechnical and hydrogeologic (ground water) conditions. In addition, CONSULTANT shall review available information necessary to complete a preliminary environmental site assessment of the project corridor.

Geotechnical investigation will be performed within the project limits to determine infiltration rates, pavement design, and design criteria for any required retaining walls or slopes. The geotechnical information will be assembled with design recommendations in a report to be delivered to the City as part of the final document package.

Assumptions

- Investigations will be limited to 4 boring(s).
- No permitting shall be required other than "Right-of-Entry" to be obtained from the property owners of the drilling sites. Right-of-entry shall be acquired by the CITY. No additional permits shall be required, including traffic control, grading and clearing, SEPA, and shoreline exemption.
- The test boring shall be conducted in pavement areas. Holes in the pavement caused by the drilling will be repaired with concrete.
- Subconsultant will be provided with updated topographic maps with the road layout of the current alignment.
- One project team meeting is estimated.

Our specific scope of services includes the following:

Task 4.1 Field Exploration and Laboratory Testing

Review readily available geotechnical reports for the project alignment from the City regarding the original roadway design and construction, and other related documents completed as part of the planning process.

Complete a field reconnaissance of the existing roadway to evaluate surface conditions, topography, and existing drainage conditions.

Explore subsurface conditions by drilling one test boring to a depth of about 20 feet in the vicinity of the intersection Azalea Avenue and Wing Point Way.

Complete laboratory tests on selected soil sample, including moisture content, as appropriate.

Subcontract traffic control services to assist with explorations in the right of way.

Task 4.2 Geotechnical Design Report

- Provide site preparation criteria for the new roadways, including recommendations regarding the required depth of stripping and excavation of unsuitable soil.

- Provide earthwork criteria for the project, including types of fill material and compaction requirements, and conclusions regarding reuse of on-site soils for structural fill purposes.
- Provide preliminary recommendations for cut and fill slopes.
- Develop preliminary geotechnical engineering parameters for retaining walls including allowable bearing pressures, active and passive lateral soil pressures, sliding friction and settlement. Other retaining structures such as rockeries and MSE (mechanically stabilized earth) walls will be discussed, if requested.
- Provide preliminary recommendations for utility trenching, support of buried utilities, and trench backfill.
- Develop recommendations for appropriate temporary and permanent drainage, as well as erosion and sediment control measures.
- Prepare a written report for the Wing Point Way improvement project describing the pertinent site details, field exploration and laboratory testing program, subsurface conditions based on field and laboratory data, and a summary of conclusions and recommendations. The report will include a vicinity map; a site plan showing topography, project alignment, exploration locations and location of subsurface profiles; and at least one subsurface profile (cross section) showing our interpretation of subsurface soil and ground water conditions.

Task 4 Deliverables

- Draft Geotechnical Design Report (3 copies)
- Final Geotechnical Design Report (3 copies)

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Task 5 Environmental Services

Task 5.1 Environmental Kick-off Meeting and Site Visit

Assumptions

- The key environmental team members as well as project manager and lead designer will attend the group site visit. Invitations will be extended to WSDOT H&LP engineers.
- At this initial meeting, discuss the scope, schedule, and expectations for the environmental components of the project. It is an opportunity to identify key issues that could affect schedule or permitting.

Deliverables: *Meeting summary of the goals and objectives of the project and list of anticipated permits required on project.*

Task 5.2 Critical Area Field Work and Technical Memo

The CONSULTANT shall review existing documents and define the level of effort required for the field study. The CONSULTANT shall seek to utilize existing documentation and studies wherever feasible in an effort to reduce cost.

The CONSULTANT shall dispatch qualified wetland biologists to delineate jurisdictional wetlands according to methods described in the 1987 Corps of Engineers Wetland Delineation Manual and the 1997 Washington State Wetland Delineation Manual. Identified wetlands shall be documented with appropriate data sheets and boundaries shall be marked with visible plastic flagging for pickup by the survey team. Identified wetlands shall be ranked according to City of Bainbridge methods. Field crews shall also identify and flag the Ordinary High Water Mark (OHWM) of West Fork Hawley Creek for a distance of 200 feet from the proposed edge of construction. Wetlands associated with the stream within 100 feet of the project construction area will be delineated and flagged as well. One day of field work by 2 biologists is anticipated.

A critical areas memo will be prepared to comply with the City of Bainbridge critical areas ordinance. The memo will be developed to address the city standards and best available science (BAS) requirements. The report will summarize relevant background studies and mapping and will identify the general extent, location and project impacts to significant trees, wetlands, the stream, steep slopes, habitat areas, and their buffers in the study area.

Deliverables: Draft and Final Critical Area Memo with Data Sheets

Task 5.3 Biological Assessment

The purpose of the BA is to evaluate individual projects in terms of their potential impacts to any species listed or proposed for listing as threatened or endangered under Section 7 of the Endangered Species Act (ESA). It is currently anticipated that informal consultation will be sufficient to show ESA compliance. Informal consultation consists of preparation of a BA. The BA will include detailed descriptions of all project activities, status and occurrence of listed species in project area, direct and indirect effects to all listed species and critical habitat, and conservation measures. The BA will include an effects determination for each listed species and critical habitat. An analysis of Essential Fish Habitat (EFH) will be completed as part of the BA and will also include an effects determination. If the Services agree with the effects determination, they will write a concurrence letter.

Federal agencies are obligated under Section 305(b)(2) of the Magnuson-Stevens Act (MSA) and its implementing regulations (50 CFR 600), to consult with NOAA Fisheries regarding actions that are authorized, funded, or undertaken by that agency, that may adversely affect Essential Fish Habitat (EFH). The MSA defines EFH as "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Furthermore, NOAA Fisheries is required to provide the Federal agency with conservation recommendations that minimize the adverse effects of the project and conserve EFH (MSA 305(b)(4)(A)). This consultation is based, in part, on information provided by the Federal agency and descriptions of EFH for Pacific ground fish, coastal pelagic species, and Pacific salmon (Chinook, Coho and pink salmon) contained in the Fishery Management Plans produced by the Pacific Fisheries Management Council.

An EFH review and determination shall be completed as part of the BA process. The EFH review shall reference the effects discussed in the BA portion of the document and shall evaluate the project effects on spawning, breeding, feeding, growth and/or maturity for Chinook and Coho.

Deliverables: Draft and Final Biological Assessment

Task 5.4 Cultural and Historic Resources (Section 106 Compliance)

Assumptions:

- ◆ Archaeological materials may be located within the project area. If artifacts or a site or sites are located, the required DAHP documentation may accrue costs above and beyond the amount proposed.
- ◆ One set of comments on the report will be received. Additional comments may require additional budget.

Consult with DAHP, tribes, and federal agencies, as needed, regarding the level of effort required for Section 106 compliance for this project. Prepare an Area of Potential Affect based on design team information and initial Section 106 consultation. Conduct records research with the DAHP, GLO maps, historic maps, and pertinent publications. Perform a pedestrian survey and subsurface testing of the APE. Produce a survey report that meets all Federal and State standards for review.

Deliverables: Draft and Final Cultural Resources Survey

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Task 5.5 NEPA ECS Preparation

Assumptions:

- NEPA Documented Categorical Exclusion (DCE) is acceptable for the project.
- Each document is limited to one review and revision cycle by client and WSDOT Local Programs.
- Impacts to environmental justice (EJ) populations are not expected within the study.
- A history of hazardous materials is not anticipated and additional documentation would not be required by WSDOT.
- The City PM will sign the ECS and submit to WSDOT for review, approval, and recommendation to FHWA.

The CONSULTANT shall prepare the Environmental Classification Summary Form to satisfy NEPA requirements following the format and procedures specified in the WSDOT Environmental Procedures Manual and Local Agency Guidelines. The CONSULTANT shall coordinate with the WSDOT Highways and Local Programs Area Engineer during document preparation and review cycle.

Deliverables: Draft and Final ECS

Task 5.6 SEPA Checklist Preparation

Assumptions:

- The City PM will submit the checklist to Bainbridge Planning Division for review, approval and issuance.
- SEPA public notice requirements such as posting, mailings, and hearings will be handled and paid for by the City.
- City will provide a Bainbridge SEPA Checklist in Word file format.

- *Scope and budget to handle a SEPA appeal is not included and is considered Extra Work.*

Deliverables: *Draft and Final SEPA Checklist*

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Task 5.7 Mitigation Planning and Design

No tasks for mitigation planning are scoped at this time. A more accurate scope of work and estimate can be prepared if and when environmental or critical area impacts are determined. CONSULTANT services related to mitigation could include, site identification and selection, report preparation, agency coordination, design PS&E, and cost estimating.

Task 5.8 Environmental Permitting

Assumptions

- *The City shall provide copies of all documents to accompany permit application packages.*
- *The City or assigns such as the contractor shall be responsible for obtaining construction permits from other city departments for clearing and grading, street use, and right-of-way.*
- *Regulatory compliance and permit acquisition will require periodic and on-going coordination, requiring numerous meetings and on-sit visits.*
- *A city staff representative will attend any agency permit meetings.*
- *Anticipated permits are identified below. Additional forms or different permits will be Extra Work.*
- *No public hearing meetings are anticipated.*
- *Permits not identified below will be considered Extra Work and require an additional scope and budget.*
- *Mitigation design (not currently in scope or budget) will be required upon determination of impacts in order to complete the permitting process.*

Once the project has been defined, specific permit requirements will be confirmed with the various agencies having jurisdiction over the project. The CONSULTANT shall confirm with the federal and state agency staff as to the appropriate permit and approval process for construction of the project. A list will be prepared that will identify the agency, type of permit, trigger for the permit, staff contact information, any special reports that are needed, and the approximate timeframe for approval. Mitigation concepts will be identified; however additional scope and budget will be needed when impacts are identified in order to complete the permitting process.

For the purposes of this scope of work, we anticipate the following permits to be needed:

- ◆ City of Bainbridge Critical Area Modification
- ◆ Washington Department of Fish and Wildlife – HPA
- ◆ Army Corps of Engineers (for in-water work or wetland fill)

For the permits noted above, the CONSULTANT will prepare application packets as drafts and submit them for review to the City of Bainbridge Island project manager. Specialized graphics required to clearly depict the project or meet submittal requirements will be prepared by the CONSULTANT. Final applications will be submitted by the City.

Deliverables:

- *City of Bainbridge Critical Area Modification Permit package*
- *JARPA (for Corps and WDFW)*

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Task 6 Utility Coordination

Assumptions:

The CONSULTANT is responsible for coordinating utility locates within the project limits. Potholing of existing utilities to resolve potential utility conflicts and clarify existing utility location will be considered extra work.

Task 6.1 Preliminary Utility Contacts

The CITY will prepare and send a notice containing the scope and schedule of the project, and include preliminary project plans, to all public and private utility agencies with known underground or overhead facilities that may be affected by the project. The CONSULTANT will provide the preliminary project plans for the notice.

Task 6.2 CITY Utility Coordination Meeting

The CONSULTANT will meet with the CITY to discuss the expectations of the underground and overhead utility(s). Depending on the direction given regarding the overhead utilities the CONSULTANT will initiate the Schedule 74 process. The appropriate direction will be conveyed to the relevant utility company(s) based on decision made by the CITY.

Task 6.3 Initial Coordination Meeting

The CONSULTANT shall coordinate and attend the meeting with affected utilities to define potential impacts to the existing systems related to the proposed improvements. The CONSULTANT will request each representative from the affected utilities attend the Kickoff Meeting to discuss project needs and expectations. Request for As-Built information to support the coordination and design effort, verifying utility locations and identifying any potential impacts with regard to their respective utility infrastructures.

Task 6.4 Utility Design Coordination Meeting

Upon completion of the 30% design level plans the CONSULTANT will submit the plans to each utility company representative for use in verifying that the utility information depicted on the plans is accurate and complete. Each utility company will be provided a copy of the 30% design level plans showing the relocated/undergrounded utility locations.

Task 6.5 Final Utility Design Coordination Meeting

At completion of the 90% Design/PS&E Development, the CONSULTANT will provide plans and relevant project special provisions necessary for addressing relocation/undergrounding work for each utility(s) infrastructure. The outcome of this meeting will be to obtain concurrence from the respective utility company representatives regarding relocation/undergrounding of their utility.

Task 7 Public Meetings

Assumptions

- The CITY will compile and provide a mailing list for the project.
- The CITY will be responsible for the printing, postage and mailing of information to the community.
- The CITY will provide the meeting locations.
- Website and media announcements will be the responsibility of the city.
- Presentation materials and exhibits will be the products generated within the scope of services for the Conceptual, 30% and 60% submittals.

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Task 7.1 Kick-off Meeting (Walk and Talk)

The CONSULTANT will meet with staff to review the project schedule, process and decision points and identify key stakeholders and walk the project site with staff to review existing conditions and site context with the City's existing preliminary concept design and identify constraints and opportunities for project design elements. Specific project parameters will be defined during this meeting.

Task 7.2 Team and City Staff Workshop

The CONSULTANT will meet with staff to review Community needs, alignment concepts, ROW/easement areas, and typical cross sections along the project corridor.

Task 7.3 Stakeholder Workshops

Meet with staff and key stakeholders including adjacent property owners, the golf course management, Kitsap Transit and utility providers. The purpose of the workshops will be to review concept designs with the key stakeholders who are most affected by the project and get their input early in the process. We will offer six (6) opportunities to meet in small groups at times that are convenient for the stakeholders. A follow up one on one meetings will be available with key stakeholders who are not available to meet during the small group meeting schedule.

Task 7.4 Community Workshop

The CONSULTANT shall conduct a community workshop to review the concept design option(s) with the community, which includes the key stakeholders. The focus of the workshop meeting is to provide the community the opportunity to ask questions and provide input to CITY staff and the design team regarding.

Task 7.5 City Council Study Session/Committee Meeting

The CONSULTANT will present the concept plan to CITY Council with the comments received from the Stakeholder and the Community Workshops. The team will solicit CITY Councils comment's on the concept design and incorporate changes as directed by the CITY. Up to three study session meetings are included in this item.

Task 7.6 Team and City Staff Workshop

The CONSULTANT will meet with CITY staff to review all the comments received to date from the Stakeholders and Community Workshops and City Council Study Session and incorporate proposed changes into the project plans at the direction of the CITY.

Task 7.7 Stakeholder Workshops Follow-up

The CONSULTANT will meet with select key stakeholders to review revised concept plans for coordination and acceptance prior to finalizing the 30% design. This task allows for up to six (6) one on one meetings.

Task 8 Landscape Plans, Specification, Estimate, and Public Meeting Graphics

Task 8.1 Landscaping, Restoration Plans and Concept Landscape Plans

The CONSULTANT shall prepare landscape and restoration construction plans, specification and estimates for the location defined in the project civil plans. Landscape and restoration shall generally match in kind the local landscape and design features. Areas designated for restoration are areas assumed to be affected by slope and construction easements. Restoration for these areas will match in kind the adjacent features and landscape style.

Task 8.2 Landscaping, Urban Design Features and Graphics for Public Meeting(s)

The CONSULTANT shall make a preliminary assessment and recommendation to address the potential urban landscape opportunities. Landscape features for this phase will involve the integration of the proposed new sidewalk into the existing terrain and vegetation as well as possible retaining walls, pedestrian pathways and wayfinding features. The landscaping shall be coordinated with preliminary roadway layouts and grading. The design shall promote the best management practices for landscaping as well as design integration into the existing Wing Point Way context. The use of mostly native plants and temporary irrigation system shall be investigated.

The consultant shall prepare the following graphics exhibits for use in the public information and outreach process.

Kick-Off Meeting Walk and Talk (Graphic):

The team shall determine during the meeting, the locations for the (4) "ghost" photo renderings to developed and used in the public information and outreach process.

Team and City Workshop (Graphic):

The CONSULTANT shall develop cross sections renderings representing (4) design alternatives. Revisions to the cross sections shall be provided depending upon comments received during this workshop. An alignment plan overlaid on an aerial plan for context and relationship to adjacent properties shall be developed for use in this meeting.

Stakeholder Workshops (Graphic):

The revised cross section renderings shall be used for the workshop meetings. The design alternative(s) plans prepared under task 9.3 shall be used for the workshop meetings. The alignment plans will be overlaid on aerial plan images and shall be used during the workshop meetings. The CONSULTANT shall develop (4) "ghost" photo simulations along the corridor that illustrate the design treatments.

Community Workshop:

The revised cross sections and design alternative(s) plans prepared under task 9.3 shall be used for the Community workshop. The alignment plans will be overlaid on aerial plans and shall be used during the Community workshop. The CONSULTANT shall revise as necessary the (4) "ghost" photo simulations for presentation in the Community workshop.

City Council Study Session:

Develop a PowerPoint presentation which includes the exhibits prepared for the public process to date, a summary of the Stakeholder workshops and the Community workshop.

Team and City Staff Workshop:

Revise the (4) cross sections and the (4) "ghost" photo simulations to reflect the comments received to date.

Stakeholder Workshops Follow-up:

Develop up to (6) rendered plan enlargements (1"=10' scale) for areas that require detailed design.

Potential landscape and urban design features will include:

- Landscape areas where right of way, pedestrian pathways and utilities permit.

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- Low growth groundcover and/or shrubs in slope areas.
- Limited restoration of existing landscaping features will be provided in-kind for what currently exists along the corridor on immediately adjacent properties.

Task 9 Preliminary Plans, Opinion of Probable Construction Cost, and Recommendations – Concept, 30% Design Effort

Task 9.1 Preliminary Drainage Assessment and Design

Develop a preliminary concept for drainage facilities to comply with the CITY drainage requirements. Plan (work drawing) will comply with the Department of Ecology Storm-water Management Manual (including Bainbridge Island Municipal Code Chapter 15.20 requirements. Pre-submit preliminary drainage plan for approval by CITY staff prior to preparation and submittal of Preliminary Construction Drawings.

Task 9.2 Preliminary Design Meetings

Meet with CITY staff to prepare the various elements of the preliminary design listed above. Prepare meeting notes describing comments and decisions resulting from these meetings with staff.

Task 9.3 Conceptual Design Plans

The CONSULTANT shall prepare up to 4 design alternatives to a 15% design level. The concepts will contain sufficient horizontal and vertical information to ascertain the impacts to adjacent properties as result of cut and fill limits. The developed concepts will be used in the public information and outreach process.

The CONSULTANT shall prepare landscape restoration concept plans. The landscape shall be coordinated with preliminary roadway layouts, sidewalks and grading. The design shall promote the best management practices for landscape as well as design integration into the existing Wing Point Way context. The use of mostly native plants predominately consisting of low groundcover and shrubs, and temporary irrigation system shall be considered. Landscape and restoration shall generally match in kind the local landscape. Areas designated for restoration are areas assumed to be affected by slope and construction easements. Restoration for these areas will match in kind the adjacent existing landscape. Develop up to (5) typical landscape treatments for restoration areas. Affected areas needing restoration will be shown on plans (1"=20' scale) with hatches representing one of the (5) landscape treatment types. Prepare up to (3) landscape plans. Opinion of Probable Construction Costs will be prepared using a cost per square foot basis. Temporary irrigation is not provided in this task.

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Task 9.4 Preliminary Construction Drawings ~30 Percent**Assumptions**

- The scope assumes all cut and fill slopes will be designed per the geotechnical report for maximum angle and will not require structurally designed walls. If structural designed walls are required additional scope and fee will be negotiated with the CITY.

Prepare preliminary Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations as necessary to allow CITY staff sufficient information to review the plans. Drawings will be prepared at 1" = 20' scale on CITY title/border, 22-inch x 34-inch size sheets. The scales to be used, the lettering, and the general delineation of the plans will be such as will provide legible reproduction at full scale or when reproduced for bid sets. Areas designated for restoration are areas assumed to be affected by slope and construction easements. Restoration for these areas will match in kind the adjacent existing landscape. Affected areas needing restoration will be shown on plans (1" = 20' scale) with hatches representing one of the (5) landscape treatment types. Revise the (3) landscape plans based upon comments. Opinion of Probable Construction Costs will be prepared using a cost per square foot basis. Temporary irrigation is not provided in this task.

Task 9.5 Respond to CITY Comments

Revise plan to incorporate comments from CITY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 10 Plans, Opinion of Probable Construction Cost, and Recommendations – 60% Design Effort**Task 10.1 Draft Drainage Design and Storm Water Report**

Develop proposed drainage facilities and plans to comply with the CITY drainage requirements. The report will document the existing and proposed site conditions and detail the design for both water quality and flow control meet the requirements proposed method of water quality and flow quantity control (if required) to meet the requirements for controlling and treating storm water shall be provided in the conclusions and recommendations section of the drainage report.

Task 10.2 Design Drawings 60 Percent

Prepare Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations as necessary to allow CITY staff sufficient information to review the plans. The construction drawings will be developed to incorporate the comments received from staff reviews and stakeholder/public input. Drawings will be prepared at 1" = 20' scale on CITY title/border, 22-inch x 34-inch size sheets. The scales to be used, the lettering, and the general delineation of the plans will provide legible reproduction at full scale or when reproduced for bid sets.

Task 10.3 Respond to CITY Comments

Revise plan to incorporate comments from CITY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 11 90% Plans, Specifications, and Opinion of Probable Construction Cost

The CONSULTANT shall prepare 90% construction plans based on the CITY review of the 60% drawings and submit the documents (including specification and opinions of probable construction costs) to the CITY for review and comment.

Task 11.1 Detailed Construction Drawings**Assumptions**

Prepare Detailed Construction Drawings, including plan views, profiles, cross-sections and details, along with supporting design calculations. To develop a basis for a work hour estimate, an estimate of the contract plans that are assumed to be required is included below. It is assumed that the project can be covered on plan/profile sheets. Plans will be drawn at 1" = 20' scale unless noted otherwise. Plans will be generated in accordance with the CITY/APWA Standards, on CITY title/border, 22-inch x 34-inch size sheets. The scales to be used, the lettering, and the general delineation of the plans will provide legible reproduction at full scale or when reproduced for bid sets.

A total of 22 drawings is anticipated and based on the following sheet breakdown and descriptions:

- Title and Index Sheet (1 Sheet, not-to-scale). Title and index sheet will include a vicinity map.
- Legend, Abbreviations, and General Notes (1 Sheet, NTS). Sheet will present legend, abbreviations, and general notes for contract drawings.
- Roadway Sections and Details (2 Sheet, NTS). Roadway sections for the typical roadway cross-sections for construction.
- Paving, Grading, and Drainage Plans/Curb and Drainage Profiles (7 Sheets, H: 1" = 20', V: 1" = 5' Scale). These plans will be a "split sheet" format, containing both plan and profile elements.

The plans will include:

- ◆ Horizontal alignment information, paving limits, retaining walls (assumed to be standard rockeries, "unit masonry", and limits of any cut/fill required. No structural wall design is anticipated)
- ◆ Pedestrian facilities (Sidewalks and Bike lanes)
- ◆ Limits of pavement removal and grading limits

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- ◆ Proposed drainage, stormwater treatment, and outfall facilities
- ◆ Sanitary sewer and water main facilities

The plans will include centerline and curb profiles (including location and elevation) to control the vertical elements of the work outside of the intersection areas. On the same profile, drainage profiles (including location and elevation) will be prepared for the main drainage lines throughout the project. These profiles will provide information on drainage structure types, rim elevations, and invert elevations. Design slopes between drainage structures will be shown here and not on the Plans. Profiles will not be prepared for the laterals.

- Removal and Temporary/Permanent Pollution, Erosion and Sedimentation Control Plans (3 Sheets, 1" = 40' Scale). Both temporary and permanent control measures will be incorporated into the same plans and distinguished by line type, callout, and legend.
- Channelization and Signing Plans (2 Sheets, 1" = 20' Scale).
- Landscaping Plans/Details (4 Sheets, 1" = 20' Scale).
Develop landscape and irrigation plans, planting schedule, irrigation schedule, and planting and irrigation details.
- Miscellaneous Plans/Details (2 Sheets, NTS).

Task 11.2 Contract Provisions

Specifications (Contract Provisions) shall be developed using the CITY "Boiler Plate" contract provisions. These provisions will be supplemented as necessary with project specific information, and include the deletion of unnecessary special provisions. It is assumed that the CONSULTANT will complete Divisions 2 through 8 and that the CITY will assemble the bid proposal and project bid package.

Task 11.3 Engineer's Opinion of Probable Construction Cost and Bid Item Tabulation

The "Engineer's Opinion of Probable Construction Cost" will include an itemized list in tabular form, describing section, item, and number of units (quantity), "estimated unit costs", and estimated total cost.

Assumptions:

In providing opinions of cost for the PROJECT, CONSULTANT has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or schedule. The CONSULTANT, therefore, will not warranty that the actual PROJECT costs will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

Task 11.4 Drainage Design Report

Based on the CITY review of the draft drainage report the CONSULTANT shall prepare a final drainage report in accordance with current CITY standards.

Task 11.5 Respond to CITY Comments

Revise plan to incorporate comments from CITY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 11.6 Quality Assurance and Quality Control

Quality control includes senior engineer reviews. The CONSULTANT will conduct an internal quality assurance program prior to the 90 percent submittal of the bid documents. This task will supplement the continuous quality assurance program by conducting a detailed review of the project's plans and specifications for constructability and consistency within the bid documents.

Task 12 100% Plans, Specifications, and Opinion of Probable Construction Cost

The CONSULTANT shall prepare 100% construction plans based on the CITY review of the 90% drawings and submit the documents (including specification and opinions of probable construction costs) to the CITY for review and comment.

Task 12.1 Final Construction Drawings

The CONSULTANT shall incorporate the review comments from the 90 percent submittal and finalize the project plans and submit to final grant ready drawings to the CITY OF .

Task 12.2 Final Contract Provisions

Specifications (Contract Provisions) shall be developed using the CITY "Boiler Plate" contract provisions. These provisions will be supplemented as necessary with project specific information, and include the deletion of unnecessary special provisions. It is assumed that the CONSULTANT will complete Divisions 2 through 8 and that the CITY will assemble the bid proposal and project bid package.

Task 12.3 Final Engineer's Opinion of Probable Construction Cost and Bid Item Tabulation

The "Engineer's Opinion of Probable Construction Cost" will include an itemized list in tabular form, describing section, item, and number of units (quantity), "estimated unit costs", and estimated total cost.

Assumptions:

In providing opinions of cost for the PROJECT, CONSULTANT has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or

structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate PROJECT cost or schedule. The CONSULTANT, therefore, will not warranty that the actual PROJECT costs will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

Task 12.4 Respond to CITY Comments

Revise plan to incorporate comments from CITY review. Work required beyond the level of effort identified in the hours estimate will be considered Extra Work.

Task 12.5 Quality Assurance and Quality Control

Quality control includes senior engineer reviews. The CONSULTANT will conduct an internal quality assurance program prior to the 90 percent submittal of the bid documents. This task will supplement the continuous quality assurance program by conducting a detailed review of the project's plans and specifications for constructability and consistency within the bid documents.

Task 13 Real Estate Services

The CONSULTANT shall follow the Uniform Relocation Act, WSDOT Local Agency Guidelines (LAG) manual, all applicable State and local laws, and CITY administrative rules for right of way/easement acquisition for all real estate services provided for this project. The CITY shall provide or approve all real estate forms the CONSULTANT will use and those forms shall be consistent with city acquisition practice. The CITY agrees to provide the CONSULTANT with available project information related to the CITY(s) State approved right of way procedures, and environmental documentation.

Task 13.1 Pre-Acquisition/Feasibility Study

The CONSULTANT will perform the following activities commensurate with the WSDOT LAG procedures:

- Preliminary title research including review of public records found in the County courthouse or online at the County.
- Preliminary cost estimate pursuant to chapters four and five of the WSDOT Right of Way Manual.
- Develop landowner contact list to include name addresses, and phone numbers.
- Assess ROW needs within the project limits and make recommendations in an effort to minimize impacts and reduce ROW or easement cost.
- Acquire Right of Entry Agreements as needed and determine during meeting what concerns the owner has with the project.

Assumptions:

Assumes a maximum of 15 parcels will require right of entry and or meetings

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Task 13.2 Project Appraisal and Acquisition Steps

- Order and Review Title reports with the City and discuss the treatment of encumbrances Review ROW Plans. The estimated title report cost has been estimated at 600.00 per property.
- Attend Public Meetings as needed (2 meetings have been estimated)
- Prepare up to 15 PFE/AOS reports or appraisal(s) as needed (obtain appraisal waiver letter from WSDOT authorizing the City to use value on the PFE up to \$25,000). If full appraisals are required, the cost per each has been estimated at \$2500.00 per each.
- Provide Appraisal Reviews if needed
- Prepare Acquisition Packages including review of legal descriptions from Surveyor
- Negotiate temporary, permanent and ROW purchases with each land owner by making in person visits. The CONSULTANT will make four significant contacts with each affected land owner.
- Meet with City staff to resolve negotiation issues and make settlement recommendations as appropriate
- Manage escrow closing process
- Project Certification

Assumptions:

The CONSULTANT will have no role in any condemnation efforts unless directed by the CITY.

This scope of work does not include purchase prices, title policies, or escrow fees.

Task 14 Sanitary Sewer and Water Assessment and Report

Task 14.1 Sanitary Sewer and Water System Review and Assessment

The CONSULTANT shall conduct a full assessment of the existing sanitary sewer and water systems. The review will be based upon the review of following CITY material:

- Existing record drawings of the sanitary and water systems
- Field review and assessment of the conditions of facilities

- Review of the CITY provided video of the conveyance lines and manholes
- Review of the CITY Sewer and Water comprehensive plans

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Task 14.2 Sanitary Sewer and Water Assessment Recommendations and Conclusions (REPORT)

The CONSULTANT shall prepare a draft and final report addressing the conditions and serviceability of the existing systems. The report will also contain recommendations on improvements and or replacement options and alternatives.

Task 15 West Fork Hauley Creek Culvert Rehabilitation

The CONSULTANT shall review and provide observations and recommendations on the conditions and possible method of trenchless rehabilitation of the existing culvert under Wing Point Way.

Task 16 Bidding assistance and construction support

The CONSULTANT shall provide technical assistance to the City during advertising for bids and construction, responding to questions that may arise.

IV. Documents Furnished by CONSULTANT to CITY

The following documents, exhibits or other presentations for the work covered by this AGREEMENT ("Documents") shall be furnished by CONSULTANT to CITY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability or legal exposure to CONSULTANT; CITY shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to CITY all references to CONSULTANT's involvement and will retain a tangible copy of the Documents delivered to CITY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only—CONSULTANT is not required to maintain electronic files beyond 90 days after project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

- Project Schedule and Updates
- Preliminary Drainage Concept Roll Plot, 1" =20' Scale, 1 copy
- Draft and Final Storm water site plan and drainage report (3 copies)
- Opinion of cost at the 60 percent and 90 and 100 percent submittals, 2 copies each
- All sheets (at half-scale--11-inches x 17-inches) comprising the set of contract plans for CITY review at the 60 percent and 100 percent completion stage, 5 copies and one original of plan set for each submittal.
- Contract Provisions for CITY review at the 90 percent design submittal, 2 copies

- "Full-size" final contract plans.
- "Half-scale" final contract plans.
- One electronic copy of Final plans and specifications on CD.
- Sanitary Sewer and Water Assessment Report.

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V. Items and Services to be Furnished by CITY to CONSULTANT

CITY will provide the following items and services to CONSULTANT that will facilitate the preparation of the Plans and studies within the limits of the project. CONSULTANT is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to the survey data.

- Any available record drawings and information or public works projects in the project area.
- Utility facility maps for the project area. CITY will provide CONSULTANT with available as-built drawings for water, sewer, and storm drainage facilities in the area, in both hard copy, and electronic format (to be derived from the CITY GIS database).
- Copy of survey control data for existing survey monumentation and benchmarks. The CITY has established and will provide the CONSULTANT with horizontal and vertical control for the project using the Washington State plane coordinate system, south zone NAD 83(91) for horizontal control and NAVD-88 to establish the vertical datum. This information will be made available to the CONSULTANT. Any reformatting or reconfiguration or hardware/software purchase necessary to make the supplied files compatible will be considered Extra Work.
- Existing ROW information plans for the project route.
- Roadway section(s) for corridor, 1 copy
- Boilerplate Contract Provisions, electronic copy (MS Word) and hard copy.
- Prepare permit applications and submit for approval. Give CONSULTANT copies of project permit applications submitted by the CITY.
- Any right of entry permission for either public or private property required for this work.
- Timely reviews of all work at mutually agreed upon times and consolidation of all review comments onto one review set prior to return to the CONSULTANT.
- Payment of all review and/or permit fees.
- Payment for potholing for utility locations by utility companies.
- Title reports for affected properties.
- Reproduction of final Bid Documents.
- 5 copies of final Bid Documents.
- Payment of costs associated with advertisement for bids.
- Topographical survey data.

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: 2013 Chip Seal Project, Construction Award	Date: July 1, 2013
Agenda Item: Staff Intensive	Bill No.: 13-085
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

Depart/Fund: 2013 Budget –Annual Roads Preservation Program @ \$956,000	Chip Seal Project: STP funds of \$357,000 City Match of \$53,550	
Expenditure Req: \$	Budgeted? ☒ Yes ☐ No	Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session:	Recommendation:		
City Manager ☒ Yes ☐ No	Legal ☒ Yes ☐ No	Finance ☒ Yes ☐ No	

DESCRIPTION/SUMMARY

Action Item:

Consider placement of the 2013 Chip Seal project contract award on the next City Council business meeting.

Background:

The chip seal process involves applying a layer of asphalt oil and finely crushed rock over the existing pavement to protect the street surface from water penetration and weather damage as well as preserve the integrity of the road. Chip sealing is a cost-effective way to maintain and extend the useful life of roadways and saves significant dollars on future repair costs.

The Chip Seal project is included in the 2013 Annual Roads Preservation program. The overall program was presented to City Council at their March 20, 2013 study session. This year, the City received a Surface Transportation Program (STP) federal grant in the amount of \$357,000.00 for chip sealing with a City match of 15%. For scheduling purposes, the funds need to be obligated by August 1st to meet PSRC requirements. In the case of this particular funding, obligated means the Contract has been approved by City Council, signed by both parties and submitted to WSDOT. See attached map for the 2013 roads to be chip sealed.

Bids were solicited through the local newspapers with a published bid opening date of July 9, 2013. ____ bids were received and the apparent low bidder is _____ in the base bid amount of \$_____. The engineer's estimate is \$750,000 to \$800,000 base bid. Information regarding the bid results will be provided to City Council at the next business meeting.

RECOMMENDED ACTION

Motion:

I move that the City Council forward the 2013 Chip Seal Project as an unfinished business item to the July 10, 2013 business meeting for award consideration.

City of Bainbridge Island Chip Sealing Program 2013



Legend

Roads

Classifications

Residential Urban

Residential Suburban

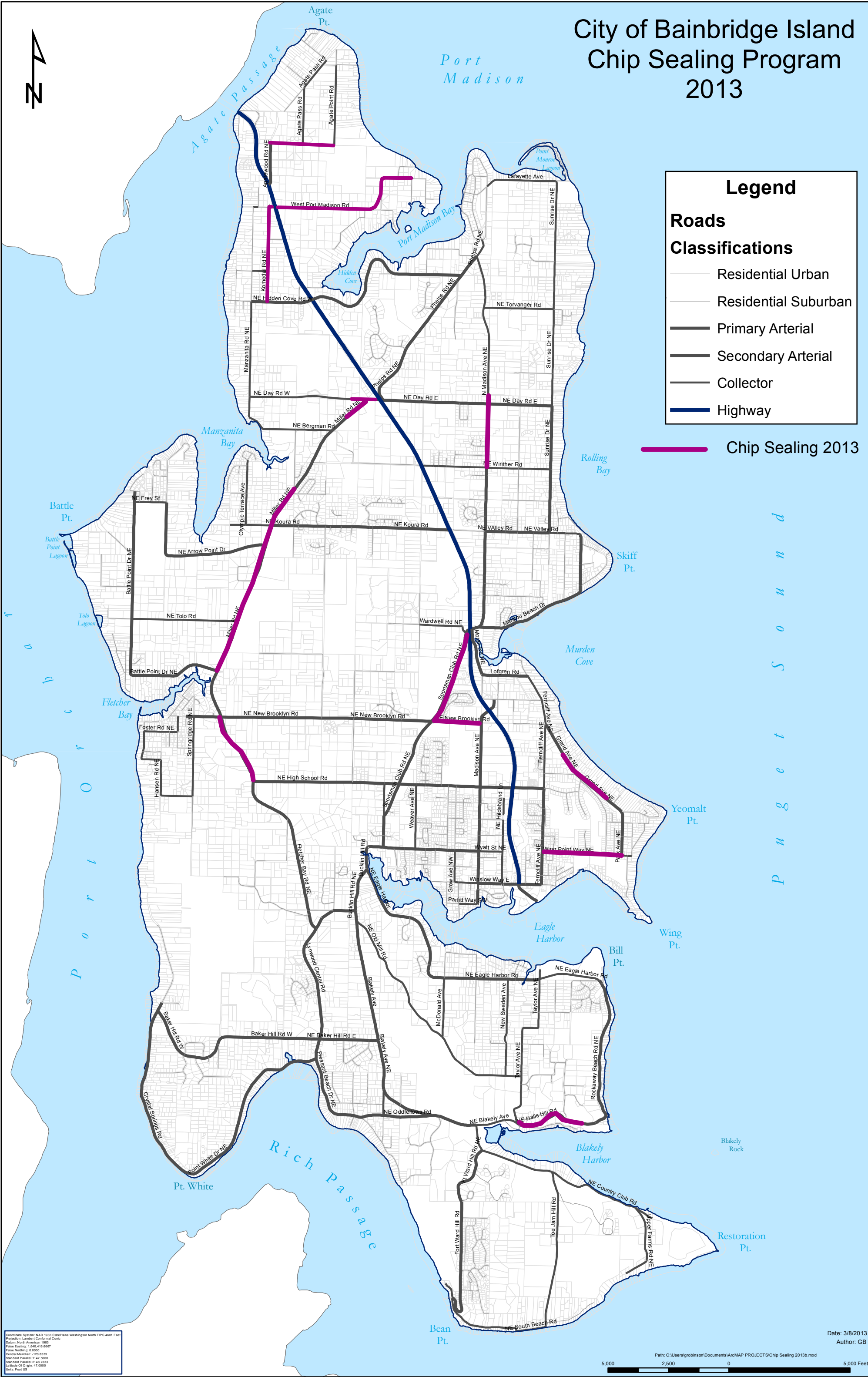
Primary Arterial

Secondary Arterial

Collector

Highway

Chip Sealing 2013



Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 1,640,416.6667
False Northing: 0.0000
Central Meridian: -120.8333
Standard Parallel 1: 47.9000
Standard Parallel 2: 48.7333
Latitude Of Origin: 47.2600
Units: Foot US

Date: 3/8/2013
Author: GB



CHIP SEAL FREQUENTLY ASKED QUESTIONS

What is chip seal?

Chip sealing is a cost-effective way to maintain streets and saves significant dollars on future repair costs. Chip sealing puts a coating of asphalt oil and fine crushed rock over the existing pavement to protect the street surface from water and weather damage, and to keep the roads in good condition.

What is fog seal?

A fog seal is a light application to an existing surface of a slow-setting asphalt emulsion diluted with water. Typically used to renew old asphalt surfaces that have become dry and brittle with age; it is also utilized to coat newly chip sealed surfaces. Coating the new chip seal surface eliminates dust, aids in retention of the newly applied rock, and helps to reduce tire noise on the coarse surface. A fog seal can add years to the life of a chip seal before additional treatment is required.



How is chip seal with fog seal applied?



Oil emulsion is applied to the road surface



Crushed rock is spread over the emulsified asphalt oil and then rolled to embed the rock into the oil.

Why a chip seal?

A chip seal works best to preserve pavement that is in good condition. The process is generally used before the pavement has deteriorated to the point of requiring an asphalt overlay. A chip seal prevents water penetration thereby reducing subsequent damage to the roadbed. It also provides a new wearing surface. Used in combination with crack sealing and surface patching, a chip seal significantly extends the life of a neighborhood street. Chip seals cost much less than asphalt overlays and allows the City to stretch limited maintenance funds.

How are streets identified for chip seal?

Using our Pavement Management System, selected streets are identified by their condition. Each street is then researched for other pending utility projects (water, sewer lines, etc.). Potential streets are also field-verified for condition and selected for treatment as budget funds allow.

How will City crews prepare the streets for a chip seal?

The City Street Division crew seals open cracks in the asphalt and patches most defects prior to the chip seal application. These activities may require more than one visit to your street due to the specialized nature of each repair method.

How is the project funded?

Funding for the Chip Seal Program is provided through revenues collected from gas taxes and property taxes and/or grants.

How will this affect access to our street?

During the chip seal application, only local traffic access will be allowed on some streets, while others may have traffic controlled by flaggers. In both situations, you can expect short duration interruptions to traffic flow. You will be able to drive on the chip seal fairly soon; however, we advise reduced speeds for a few days after the chip seal application due to possible loose rock. We will notify you in advance of any work in your area.

What about the loose gravel on the streets?

Once the rock is placed and compacted into the oil coating, it must be allowed to cure overnight. A certain amount of aggregate applied in the chip seal process may become loose as the chip seal cures. The following day, the contractor will sweep up any excess material.

What else can we expect?

The initial chip seal surface leaves behind a coarse, abrasive surface that can cause increased tire noise and a rough ride for bicycles, skateboards, roller blades, etc. There can also be dust present from traffic for a few days after the application. Fog seal is applied several days after the chip seal cures and will significantly reduce tire noise, eliminate dust and bind the remaining rock into a smoother, hardwearing surface.

For more information, please contact Public Works Engineering at 206.842.2016 or pwadmin@bainbridgewa.gov

CITY OF BAINBRIDGE ISLAND

CITY COUNCIL AGENDA BILL



PROCESS INFORMATION

Subject: Rockaway Beach Roadway Stabilization Phase 2 Design Local Agency Standard Consultant Supplement Agreement No. 2	Date: July 1, 2013
Agenda Item: Staff Intensive	Bill No.: 11-061
Proposed By: Interim Public Works Director John Cunningham	

BUDGET INFORMATION

Depart/Fund: CIP#113 – STP(U)

Expenditure Req: \$65,887.00 Budgeted? ☒ Yes ☐ No Budget Amend. Req? ☐ Yes ☒ No

REFERRALS/REVIEW

Study Session Recommendation:

City Manager ☒ Yes ☐ No ☐ N/A Legal ☒ Yes ☐ No ☐ N/A Finance ☒ Yes ☐ No ☐ N/A

DESCRIPTION/SUMMARY

Action Item:

Consider approval of the Rockaway Beach Roadway Stabilization Phase 2 Design Local Agency Supplemental Agreement No. 2.

Background:

After many months of planning, city officials and other outside agencies (FHWA, NOAA, Army Corps of Engineers, WSDOT, WSFW and the Suquamish Tribe) met at the site on Friday, May 31, 2013. It was determined to move away from a bank stabilization project design and re-focus efforts on a rock revetment wall design which is a more acceptable option for the WDFW and the Suquamish Tribe. The federal agencies and the City agreed to a project redesign.

The original contract amount of \$265,560.00 was approved by City Council at their September 7, 2011 City Council meeting. Amendment No. 1 in the amount of \$77,915.00 was approved at the March 21, 2012 meeting, bringing the revised contract amount to \$343,475.00.

The proposed Supplemental Agreement No. 2 is for a replacement vertical wall revetment design. All other project features will remain the same. Environmental permits will need to be revised and resubmitted to reflect the design changes.

Supplemental Agreement No. 2 in the amount of \$65,887.00 would bring the revised contract amount to \$409,362.00.

RECOMMENDED ACTION

Motion:

I move that the City Council approve the Design Supplemental Agreement No. 2 with BergerABAM Inc. in the amount of \$65,887.00 for the Rockaway Beach Roadway Stabilization Phase 2 project.