

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington state municipal corporation ("City"), and OTAK, Inc., a Washington corporation ("Consultant").

WHEREAS, the City needs professional services in connection with the design of a pedestrian bridge, and the approaches thereto, including structural engineering, civil engineering, geotechnical investigations, landscape design, community outreach, and permitting assistance.

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2019, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Two Hundred Forty-Six Thousand and Two Hundred Eighty-Seven Dollars (\$246,287.00);

[] Fixed Sum: a total amount of \$ _____;

[] Other: _____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

A. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

Consultant shall maintain insurance as follows:

- ☒ Commercial General Liability as described in Attachment B.
- ☒ Professional Liability as described in Attachment B.
- ☒ Automobile Liability as described in Attachment B.
- ☒ Workers' Compensation as described in Attachment B.
- ☐ None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City: City of Bainbridge Island
 280 Madison Avenue North
 Bainbridge Island, WA 98110
 Attention: City Manager

To the Consultant: OTAK, Inc.
 11241 Willows Road NE, Ste. 200
 Redmond, WA 98052
 Attn: Doug Sarkkinen

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

OTAK INC.

CITY OF BAINBRIDGE ISLAND

Date: _____

Date: _____

By: _____

By: _____

Douglas Schulze, City Manager

Name _____

Title _____

Tax I.D. # _____

City Bus. Lic. # _____

ATTACHMENT A
SCOPE OF SERVICES
CONCEPTUAL DESIGN/ENGINEERING SERVICES
Sound to Olympics Trail Bridge (Phase 3)
City of Bainbridge Island
OTAK Project No. 32858

May 2017

Description of Project:

The Sound to Olympics Trail (STO) is a regional trail system and the City of Bainbridge Island (COBI) segment of the STO is included in the Non-Motorized Element of the City's Comprehensive Plan. The City of Bainbridge Island ("COBI") is concurrently undertaking a project to provide non-motorized improvements on SR305/Olympic Drive (from Harbor Drive to Winslow Way), which is Phase 1 of the STO trail. Phase 2 (and 4) of the STO Trail is a separated shared-use path along the east side of the SR305 right-of-way between Winslow Way and High School Road, scheduled for construction in 2017.

This Phase 3 Bridge Project envisions a pedestrian and bicycle grade-separated crossing over SR305 in the vicinity of John Nelson Lane (also known as Vineyard Lane). The proposed bridge and facility will connect the STO trail to Knechtel Way, allowing safe and unimpeded non-motorized access between the neighborhoods east of the highway and the downtown core.

The project will be administered in accordance with the WSDOT Local Agency Guidelines (LAG) and FHWA requirements. Contract Plans, Specifications, and Estimates (PS&E) shall be prepared in accordance with the current State of Washington Standard Specifications for Road, Bridge and Municipal Construction, amendments thereto, and adopted design standards. The proposed bridge and approaches will be designed in accordance with the WSDOT Design Manual.

The bridge will accommodate pedestrians, runners, bicyclists, and other non-motorized trail users. The bridge will be designed to be accessible. Key project elements include:

- Connection to the new STO Trail on the eastside of SR305
- Connection to Knechtel Way on the westside of SR305
- Possible right-of-way acquisition
- Pedestrian bridge crossing over SR305, with associated ramps and trail
- Environmental permitting/mitigation
- Additional site survey
- Stormwater management
- Utility coordination
- Geotechnical engineering
- Trail connections and trailheads

- Enhanced aesthetics, hardscape, landscape, art, lighting
- Community engagement
- Federal funding

The anticipated construction cost of this phase of the project is \$2.0 to \$2.2 million.

This Scope of Work is for the Conceptual Design Phase only. Final Design will occur in a subsequent phase.

1.0 PROJECT MANAGEMENT AND COORDINATION

1.1 Coordination with the City of Bainbridge Island

OTAK will coordinate with COBI on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. OTAK will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City will occur on a weekly basis.

1.2 Coordination of Subconsultants

OTAK will coordinate and review all work provided by its subconsultants. Coordination will include scheduling of work, scheduling of meetings, and general design oversight. Review will include the internal review of subconsultant deliverables, and review and processing of monthly subconsultant invoices.

1.3 Preparation of Project Work Plan

OTAK will prepare a preliminary Project Work Plan prior to the project kickoff meeting. The Project Work Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Project Work Plan will be updated after the project kickoff meeting, subject to comments received.

Deliverables

- Project Work Plan
- Project schedule updates

1.4 Project Kickoff Meeting

OTAK will attend one (1) project kickoff meeting with City Staff. The kickoff meeting will be used to review and discuss project goals and requirements and to review the project schedule. The kickoff meeting will include review of communication requirements, roles and responsibilities, and the content of upcoming deliverables. Quality control requirements will also be reviewed.

1.5 Coordination Meetings (Assume 6 meetings)

Project coordination meetings with County Staff will occur approximately on a monthly basis to review progress, to discuss project related issues, to review schedule, and to discuss current topics. The project coordination meetings will generally be held at the City. It is anticipated that a total of six (6) design meetings will be held during the design period. Attendance will generally include OTAK's project manager and project engineer along with designated City Staff, and at specific times, the project Landscape/Bridge Architect and Community Engagement specialist will attend.

1.6 Stakeholder/Agency Meetings (Assume 6 meetings)

There are a number of individual property owners, agency representatives, and key stakeholders that may have an interest in this project. Examples include the Non-Motorized Trail Coalition (Multi-modal Committee), WSDOT, various permitting agencies, and property owners of immediately surrounding properties in the project vicinity. This Task provides time for the preparation for and attendance of up to 6 (six) separate property owner, agency, and stakeholder meetings during the design process. These meetings would be separate from the community and stakeholder engagement meetings shown in Task 13.0.

1.7 Project Monitoring and Reporting

Project management will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

Deliverables

- Monthly progress report and monthly invoice, per COBI requirements

2.0 DATA COLLECTION AND REVIEW

2.1 Data Collection and Review of Existing Field Conditions

The OTAK design team will conduct a field visit at the start of the project that includes a comprehensive review of existing field conditions. Existing conditions will be documented and digital photographs will be taken. OTAK will inventory significant features to be considered in design. This task will also include collection of existing codes, records, maps, reports, and other relevant information from the City.

Deliverables

- Site photographs and inventory (listing) of existing information to be referenced

2.2 Review of Existing Design Documentation

In addition to the field review and more general information collected as part of Task 2.1, a detailed review of the STO Trail Phase 2 & 4 will be completed, along with a review of all the supporting design documents developed as part of the design (by City). The applicable existing AutoCAD files of the final STO Trail design will be available for the OTAK team.

Deliverables

- Assemble existing AutoCAD files to provide design baseline

3.0 DATA COLLECTION AND TOPOGRAPHIC SURVEYING/MAPPING

3.1 Topographic Surveying and Mapping

Otak will provide topographic survey, along and adjacent to the proposed pedestrian bridge alignment. The survey limits will include existing ground features and will be limited to the area shown on the attached exhibit. Otak will supplement existing mapping as required within areas east of SR 305. Otak will incorporate new mapping data gathered west of SR 305. A portion of the mapping will extend into the following Kitsap County Assessor parcel numbers 262502-2-066-2002, 262502-2-049-2004, 262502-2-063-2005, 262502-2-083-2001, and 262502-2-135-2009. City will obtain right of entry prior to field survey task.

City will provide electronic AutoCAD files of the Sound to Olympic Trail SR 305 Corridor Enhancements Phase 2 and 4 (STO 2 and 4) to consultant as the basis of the new mapping. City to provide existing survey control as established from the Sound to Olympic Trail SR 305 Corridor Enhancements Phase 2 and 4 (STO 2 and 4). Otak will verify existing control and extend survey control as needed for the supplemental mapping within the area identified above.

OTAK will field survey existing surface features including topography breaks, fencing, visible above ground utilities, underground utility markings, pavement and other hardscape, signage, significant trees (6-inch diameter or greater), other significant landscaping, and buildings within the project limits. Storm drainage and other utilities shall be surveyed to the first structure or fitting outside of the area to be surveyed and mapped. Invert elevations and pipe dimensions shall be obtained of all existing storm drains and sewer structures within these limits. Street features such as curb, sidewalk striping, and signage will be included in these areas.

OTAK will create a topographic and planimetric map in AutoCAD format sufficient for final design from field survey data and utility records. Base mapping will be provided at a horizontal scale of 1" = 20 feet showing the features outlined above. A digital surface will be prepared and contours lines will be shown at two-foot intervals. The current COBI horizontal and vertical datums will be referenced.

Deliverables

Topographic Base Map (Scale 1"=20') with one-foot contours and right-of-way information

Assumptions:

- City will provide electronic files from the Sound to Olympic Trail SR 305 Corridor Enhancements Phase 2 and 4 (STO 2 and 4). These files will be the basis for supplemental mapping and survey control will be utilized to ensure surveying efforts are on the same coordinate and vertical datum.
- City will obtain right of entry prior to commencing field work.
- We have included cost for a private utility locating service to paint underground conductible utility lines to assist with the location of existing underground utilities. Paint marks or other

identifying markers will be marked at the time of our field survey, and incorporated into our topographic drawing.

- The site has low growing brush and trees on-site. Otak staff will be required to cut brush lines, and tree limbs, as part of the field work. We will attempt to keep this to a minimum, but line-of sight is required to complete our field work.
- For safety reasons Otak personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.

3.2 Right-of-Way / Property Determination Survey

Otak will locate controlling boundary control monuments as required to calculate right of way limits for Ericksen Ave. NE. City will provide title reports for Kitsap County Assessor parcel numbers 262502-2-066-2002 & 262502-2-049-2004 Otak to perform a limited boundary survey in order to calculate parcels which may be needed for temporary construction easements. The City will prepare easement descriptions and exhibits.

3.3 Supplemental Topographic Surveying and Mapping (Allowance)

Otak will map as-constructed grading and key tie-in points of the construction activities of the STO Phase 2 and 4 construction, once complete. For budgeting purposes, Otak has limited this effort to three (3) field days and associated office support.

4.0 FRANCHISE UTILITY COORDINATION

4.1 Coordination/Meetings with Franchise Utilities

OTAK will begin communications with franchise utility companies (power, gas, telecommunications, etc.) shortly after the notice to proceed, to verify locations of existing facilities and to discuss any potential relocation requirements, cost, schedule and recommendations on location of new facilities. OTAK will also coordinate with other City departments as needed to coordinate City utility locations within the project limits. Coordination meetings will occur throughout the course of the project. It is anticipated that up to two (2) utility coordination meetings will occur with franchise or City utilities that are determined to have conflicts or require relocation.

4.2 Coordination/Review and Utility Conflict Resolution

Based on information determined during coordination per Task 4.1, it is anticipated that existing utilities may need to be relocated to accommodate the proposed project. Once potential conflicts are identified, OTAK will provide additional engineering to determine if the design can be revised to avoid utility conflict or to provide guidance to the utility companies on relocation efforts.

Deliverables

- Spreadsheet/matrix summarizing utility conflict locations
- Utility Coordination Plan

5.0 ENVIRONMENTAL / PERMITTING

5.1 General Coordination with Permitting Agencies/COBI/WSDOT

OTAK will provide coordination and design input to support the environmental/permitting effort. Coordination meetings will be held with the permitting agencies, WSDOT, and with COBI to review/discuss project issues during the design process.

5.2 Environmental Background Review and Verification, Technical Memo for CAO compliance

OTAK will review existing environmental documentation, and conduct fieldwork to verify baseline environmental conditions at the proposed project site. Otak will provide a technical memorandum updating previously prepared environmental documentation, and provide documented compliance with COBI critical areas ordinance (CAO) requirements for the proposed project.

Assumptions:

- COBI will obtain all rights-of-entry from private property owners, if necessary for conducting fieldwork for the project.
- Existing environmental documentation includes the area of potential effects for the proposed project.
- No critical areas occur within in the project corridor or within 300 feet of the project vicinity.
- No floodplains, floodways, or other elements of a regulatory floodplain occur within 300 feet of the project vicinity.
- The project is not located in a designated shoreline environment.
- No impacts to critical areas will occur as a result of the project.
- No compensatory mitigation for impacts to critical areas will be required for the project.

Deliverables:

- Draft and Final CAO compliance technical memo submitted to COBI

5.5 Perform Cultural Resource Assessment (by Subconsultant)

Consultant will perform a cultural resources assessment for the project limits. Consultant will conduct background research, contact Tribal agencies, conduct field assessment, and document and summarize findings in Cultural Resources Assessment Report conforming to DAHP reporting standards. The work will supplement the previous cultural resource report performed by ESA for Phase 2 and 4 of the STO Trail project. An APE for this project will be developed, background research and tribal contact will be performed, field investigation and reporting in the Cultural Resources Assessment Report.

Assumptions:

- COBI will obtain all rights-of-entry from private property owners, if necessary for conducting field assessment efforts for the project.

- No more than one unrecorded archaeological site or one unrecorded historic site will be identified within the project area. It would be necessary to adjust the budget if additional sites are found. This budget was prepared with the assumption that no more than three (3) shovel test probes would be excavated. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.
- All relevant project information, prior reports including geotechnical reports, historic/architectural reports, design plans, and project maps in addition to relevant project correspondence with DAHP or other agencies requesting this assessment and/or Tribal cultural resources staff will be provided with the signed Agreement so that CRC may begin this project immediately upon receipt of signed agreement.
- This scope does not include additional services for impact mitigation regarding archaeological or historic sites.

Deliverables:

- Draft and Final Cultural Resources Assessment Report submitted to COBI and WSDOT

5.7 WSDOT General Permit Coordination

Since the project will be constructed on and over the WSDOT ROW for SR 305, effort will be required to obtain a General Permit through WSDOT to obtain the air rights and easement rights for the new crossing, as well as reviews of the plans and final bid documents. This task involves the initial coordination with WSDOT to establish parameters and their concerns for obtaining the General Permit.

6.0 GEOTECHNICAL ENGINEERING (by Subconsultant)

This task includes the following:

Geotechnical Alternative Evaluations:

- **Collect and Review Available Geotechnical Data:** HWA will review readily available and relevant information along the project corridor. This review will include online geotechnical databases, HWA's geotechnical report from the last phase of work, and geologic maps.
- **Conduct Site Reconnaissance:** An HWA geotechnical engineer and engineering geologist will conduct a site reconnaissance of the proposed crossing area. This reconnaissance will be focused on identifying geologic and geotechnical constraints that may affect the proposed crossing alternatives.
- **Evaluate Geotechnical Constraints of Crossing Alternatives:** Based on the results of our site reconnaissance and the existing geotechnical data for the project area HWA will evaluate the geotechnical challenges associated with each proposed overcrossing alternative. HWA's alternative evaluations will be detailed enough to

assist the team in selection of a preferred overcrossing alternative.

- Generate Geotechnical Alternative Memo: HWA will generate an overcrossing alternative memo that outlines the geotechnical considerations associated with each proposed overcrossing alternative. This memo will be used to convey critical geotechnical information associated with each alternative to the design team to assist in selection of a preferred overcrossing alternative.

Geotechnical Final Design Explorations:

- Plan Field Exploration Program: HWA will plan and coordinate our proposed geotechnical explorations. Our explorations program will consist of conducting one geotechnical boring at each proposed overcrossing abutment to identify the subsurface soils and associated bearing resistance. Planning will include identification of the location of the geotechnical borings, development of appropriate traffic control plans and coordination of required equipment.
- Generate Geotechnical Work Plan Memo: HWA will prepare a Geotechnical Work Plan Memorandum for our exploration program. This work plan will be submitted to the City and WSDOT for review and approval. The work plan will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The work plan will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations. We assume the CITY or Otak, in support of this project, will acquire and provide any required permits or right of entries at no cost to HWA.
- Conduct Utility Locates for Geotechnical Borings: Prior to conducting our geotechnical borings, HWA will mark the proposed boring locations and arrange for utility locates using the Utility Notification Center.
- Conduct Explorations: HWA will conduct one geotechnical boring at each proposed overcrossing abutment. Each of these two borings will be drilled with a track mounted drill rig using hollow stem auger drilling techniques. Each boring will be drilled to a depth of 50 feet below the ground surface to identify the subsurface soils and groundwater conditions. SPT samples will be taken every 2.5 feet for the first 25 feet of the boring and on 5 foot intervals thereafter.

Each geotechnical boring will be logged by an HWA geotechnical engineer or engineering geologist. Any boring conducted through the pavement will be patched with quick drying concrete upon completion of the boring.

- Generate Boring Logs and Assign Laboratory Testing: HWA will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, grain-size distribution, and Atterberg Limits.

Geotechnical Design Services:

- Evaluate Field and Laboratory Data: Based on the borings and the laboratory test results of selected samples, HWA will generate estimates of the soil strength and other properties needed to evaluate the effects the subsurface conditions will have on the proposed improvements.

- **Develop Geologic Profiles:** HWA will develop geologic profiles along the preferred overcrossing alignment. This profile will be used to complete our analysis and provide a visual representation of the anticipated subsurface soils.
- **Generate AASHTO Seismic Design Parameters:** Based on the soils encountered along the alignment, HWA will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance the General Procedures provided in the AASHTO Specifications for Road and Bridge.
- **Foundation Design Analysis:** HWA will conduct foundation design analysis for the preferred overcrossing structure. Foundation analysis will consist of bearing capacity analysis if the subsurface soils will support shallow foundations and drilled shaft vertical and lateral capacity analyses if the subsurface soils require deep foundations.
- **Retaining Wall Design Recommendations:** HWA will develop retaining wall design recommendations for the approaches to the preferred overcrossing structure.
- **HWA QA/QC:** HWA will have all design calculations and recommendations reviewed by a senior principal prior to distribution to the design team or the City.
- **Project Coordination Meetings:** HWA will attend up to two (2) project coordination meetings at Otak's Redmond Office. HWA's attendance will be used to convey the geotechnical considerations of the site to the design team.
- **Prepare Draft Geotechnical Engineering Report:** HWA will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary coring and boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.
- **Prepare a Final Geotechnical Engineering Report:** HWA will finalize our geotechnical report once we receive review comments from Otak and the City of Bainbridge Island.
- **Conduct Plan and Specification Review:** HWA will conduct a plan and specification review at the 60 and 90 percent milestones to ensure that the geotechnical aspects of the project have been properly incorporated into the project plans.

ASSUMPTIONS

- The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.

- All Field explorations will be conducted between the hours of 8AM to 5PM.
- No Geology and Soil Discipline Report will be required.
- No Phase 1 Environmental Site Assessment report will be required.
- All required rights of entry will be provided by the City and Otak at no cost to HWA.
- All required street use permits will be provided by the City and WSDOT at no cost to HWA.
- All geotechnical borings conducted through the pavement will be patched with quick drying cement. Sawcutting of the pavement or hot mix asphalt patches will not be required.
- The borehole locations will be surveyed by Otak.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 25 feet and at intervals of 5 feet below 25 feet (if applicable).

Deliverables

Geotechnical Overcrossing Alternative Memo
 Geotechnical Work Plan Memorandum
 Draft and Final Geotechnical Engineering Report

7.0 PRELIMINARY DESIGN

7.1 Preliminary Design / Alternatives Analysis

After the data collection is complete and an updated base map is available, OTAK will proceed with the preliminary design, studying alternatives for the crossing. Alternatives will be evaluated for the following items:

- Bridge and Trail alignment
- Connections to the STO Trail and Knechtel Way
- Connections to a future transit stop along SR305
- Impacts to Vineyard Lane
- Bridge Types
- Lighting
- Aesthetics / Art Considerations
- Environmental Impacts
- ROW Impacts
- Cost

Up to 8 alternatives will be developed and evaluated. Input from the first Community Outreach meeting will be incorporated in the alternatives. Preliminary drawings, sketches and renderings will be developed along with an alternatives matrix that identifies attributes including cost. It is assumed that the alternatives and recommendations will be presented to the City during a meeting and

subsequent discussion and selection of preferred alternates will be done by the City after the meeting in conjunction with project stakeholders.

Deliverables

Alternatives Analysis Memorandum, Preliminary Drawings and Renderings

13.0 COMMUNITY AND STAKEHOLDER ENGAGEMENT

For this task Otak will lead the community and stakeholder engagement program for the project, which will start with development of a specific plan for engagement and outreach prepared in collaboration with City staff.

13.1 Stakeholder and Community Engagement Plan

Otak will prepare a draft and final stakeholder and community engagement plan that will identify the stakeholder and community entities to be involved and informed, the methods and activities for engagement and outreach, and a timeline and responsibilities for implementing the engagement plan.

13.2 Project Information Sheet/Webpage Content

Otak will prepare an illustrative project information sheet as a tool to inform key stakeholders and the community. The project information sheet will be 2 to 4 pages (double sided 8-1/2" x 11" or 11" x 17" folded) and developed in color. The following editions are envisioned:

- a. 1st – Original: Project purpose, scope summary, schedule, point of contact and website information; solicit early input into the process; who to contact for more information; and
- b. 2nd and 3rd – Two Updates: Report on design progress and schedule for construction.

Content developed for the project information sheets also will be used for project website updates and other informational purposes.

13.3 Stakeholder and Community Meetings and Presentations

In this task Otak will coordinate and facilitate the following community and stakeholder meetings during the course of the project. Otak will prepare presentation materials and support presentation of the project to the entities listed below.

- a. Community and stakeholder workshops are envisioned at three times during the design process:
 - i. Near the start of the process to gather input on initial design ideas, materials, envisioning gateway options, and other initial design input.
 - ii. After alternative options have been developed to present and gather additional input on these.

- iii. With refinement of a preferred design – to present for final input prior to finalizing construction documents; also will be an opportunity to inform about the proposed construction process and timeline

For each community/stakeholder workshop session, we assume a day and evening period of time on the island, which will include a mix of stakeholder group meetings and an evening community meeting (open to the public).

b. Presentations/briefings to City Council (2)

Otak's public and stakeholder involvement lead will coordinate with the project technical team to develop presentation materials, display boards, and hand-outs for the meetings.

Otak's public and stakeholder involvement lead will document comments and input received at all community and stakeholder meetings and city council presentations and communicate the input to the design/technical team on an ongoing basis. This documentation will be prepared in a matrix format.

13.4 Provide Support Materials/Graphics for Community Involvement (Allowance)

Otak will provide graphics and materials for various purposes during the project, including news articles/newsletters, displays for events/festivals, presentations by staff, and other purposes. An allowance has been established for this Task.

Deliverables:

- Community and Stakeholder Engagement Plan (Draft and Final)
- Project Information Sheet and Website Content (Draft and Final x 3 Editions)
- Meeting and Presentation Materials (Digital Media Presentation and Up to Five Display Boards for Each Workshop Series); Digital Media Presentations for Two City Council Meetings
- Support Materials and Graphics (Allowance)

SUBCONSULTANTS

- HWA – geotechnical engineering and environmental support
- Cultural Resource Consultants – Culture Resources

EXPENSES

- Reimbursable for Reproduction of Plans, Specifications, Reports, Etc.
- Mileage/Travel
- Printing of Review Sets
- Utility Locate Service – APS
- Other Misc. Expenses

DESIGN STANDARDS

- COBI Engineering Design and Development Standards
- CADD Standards

- Electronic Deliverable Requirements
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO LRFD Bridge Design Specifications
- AASHTO LRFD Guide Specifications for Seismic Bridge Design
- AASHTO Guide Specifications for Pedestrian Bridges
- WSDOT Design Manual
- WSDOT Standard Specifications for Road, Bridge and Municipal Construction
- WSDOT Bridge Design Manual
- WSDOT Geotechnical Design Manual
- WSDOT Roadside Restoration Manual
- MUTCD

ASSUMPTIONS

- Conceptual Design work will begin in June 2017 and be completed by November 2017 (or approximately 6 months from the actual start date). The target date for Bid Advertisement is 2018.
- The City will be responsible for all hazardous materials and special permits.
- Right-of-way acquisition will be provided by the City, except as noted.
- Work will be performed in accordance with WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, 2016 edition, and will be updated to the 2018 edition if it is published prior to the bid date.
- Pedestrian bridge will be designed to meet an AASHTO Standard H10 Loading.
- All of the structures are within the public right-of-way and will not require building permits.
- The structures will be designed to meeting AASHTO and WSDOT requirements, but not the IBC (International Building Code) requirements.

ATTACHMENT B

INSURANCE REQUIREMENTS

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, as applicable.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.