

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Creek Trail Design
Consultant Agreement

ATTACHMENTS:

- Des Moines Creek Trail Standard Consultant Agreement
- Des Moines Creek Trail Map
- Des Moines Creek Trail Project Narrative

FOR AGENDA OF: March 21 1996

DEPT. OF ORIGIN: Park and Recreation

DATE SUBMITTED: March 10, 1996

CLEARANCES:

- ☒ [x] Park & Recreation Director 
- ☒ [x] City Attorney 
- ☒ [x] Public Works Department

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

RECOMMENDED ACTION

It is recommended that the City Council award the contract for Des Moines Creek Trail Design to Architect Worthy and Associates. The following will appear on the consent calendar of March 21, 1996.

Motion: I move to award the contract for Des Moines Creek Trail Design and preparation of plans, specifications and estimates bid documents to Worthy and Associates in the amount not to exceed One Hundred Sixty One Thousand Four Hundred Thirty Seven (\$161,437) based on cost plus fixed fee, including sales tax, plus a 10% contingency, as presented on the Des Moines Creek Trail Project Narrative- Phase I Preliminary Cost Values (Option1) and further to authorize the City Manager to sign said contract.

SUMMARY STATEMENT

The Des Moines Park and Recreation Department is the lead agency developing the Des Moines Creek Trail. It is an 11,550 linear feet, Class I AASHTO bicycle and pedestrian trail along Des Moines Creek, starting from the Des Moines Beach Park to the City of SeaTac at S. 200th Street. The trail follows along the north boundary of the Midway Sewer District Treatment Facility. The Park and Recreation Department is working closely with the Sewer District regarding trail alignment and construction schedules. The First Phase trail construction will follow sewer trunk line construction in 1997 and Second Phase trail construction will follow sewer outfall line and tunnel construction in 1998/1999. Worthy and Associates was selected as the project architect in April 1995 by a design committee made up of members from Des Moines Public Works and Park and Recreation Departments, Midway Sewer District, and City of SeaTac Parks and Recreation Department. Because the project is partially funded

through a grant from Federal Highway Administration Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), all contract documents must follow Washington State Department of Transportation's Federal Aid Local Agency Programs Guidelines. A review of the Des Moines Creek Trail Project including Phasing of Development, Preliminary Cost Values, Schedule, and Budget are addressed in the attached Project Narrative.

STANDARD CONSULTANT AGREEMENT		CONSULTANT/ADDRESS/TELEPHONE Steve Worthy, ASLA, Principal WORTHY AND ASSOCIATES 1932 First Ave. Suite 606 Seattle, WA 98101 (206) 448-9270 / Fax: 448-0607	
AGREEMENT NUMBER FEDERAL AID NO. STPE 0325:1		PROJECT TITLE AND WORK DESCRIPTION DES MOINES CREEK TRAIL 11,550 linear feet separated Class I AASHTO bicycle and pedestrian trail along Des Moines Creek, from the Des Moines Marina/Downtown CBD to the City of SeaTac at S. 200th Street.	
A G R E E M E N T T Y P E C H E C K O N E	☐ LUMP SUM LUMP SUM AMOUNT \$ _____	DBE PARTICIPATION ☒ YES ☐ NO 6.7 %	
	☒ COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD ☒ ACTUAL COST NOT TO EXCEED 165 % ☐ FIXED RATE _____ % FIXED FEE \$ _____	WBE PARTICIPATION ☐ YES ☒ NO _____ %	
		FEDERAL ID NO. OR S.S. NO. 91-1234654	Do you require a 1099 for IRS? ☒ YES ☐ NO
	☐ SPECIFIC RATES OF PAY ☐ NEGOTIATED HOURLY RATE ☐ PROVISIONAL HOURLY RATE	COMPLETION DATE Bid Phase I Feb. 15, 1997	MAXIMUM AMOUNT PAYABLE \$ 161,438.00
	☐ COST PER UNIT OF WORK		

THIS AGREEMENT, made and entered into this 7th day of March, 1996, between the Local Agency of City of Des Moines, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT". The AGENCY contact is Patrice Thorell, Director of Parks & Recreation; ph: 206-870-6529; fax: 206-870-6587.

WITNESSETH THAT: WHEREAS, the AGENCY desires to accomplish the above referenced project, and WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "B" attached hereto, and by this reference made a part of this AGREEMENT.

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice – required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "B" attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE) and Women Owned Business Enterprises (WBE) if required shall be shown in the heading of this AGREEMENT.

All reports, PS&E materials, and other data, furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

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

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

V PAYMENT

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

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement.

Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

VII EMPLOYMENT

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered

employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Workmen's compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

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

A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federal-assisted programs of the Department of Transportation, Title 49, Code of

Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The consultant shall comply with the American Disabilities Act of 1992, as amended.

B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.

C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.

D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to

furnish this information the CONSULTANT shall so certify to the AGENCY, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or it's employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

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

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

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

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

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

The CONSULTANT shall indemnify and hold the AGENCY and the STATE, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided

that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

XIV EXTRA WORK

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

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
FEDERAL AND STATE REVIEW**

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

**XVII
CERTIFICATION OF THE CONSULTANT
AND THE AGENCY**

Attached hereto as Exhibit "A-1", are the Certifications of the Consultant and the Agency, Exhibit "A-2" Certification regarding debarment, suspension and other responsibility matters - primary covered transactions, Exhibit "A-3" Certification regarding the restrictions of the use of Federal funds for lobbying, and Exhibit "A-4" Certificate of Current Cost or Pricing Data. Exhibits "A-3" and "A-4" are only required in Agreements over \$100,000.

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Stephen G. Worthy By _____
Stephen G. Worthy, Principal Robert Olander, City Manager
Consultant WORTHY AND ASSOCIATES Agency _____
Principal
City of Des Moines

EXHIBIT A-1
CERTIFICATION OF CONSULTANT

Project No. STPE 0325:1
Local Agency Des Moines

I hereby certify that I am Stephen G. Worthy and duly authorized representative of the firm of Worthy and Associates whose address is 1932 First Ave. #606; Seattle, WA 98101 and that neither I nor the above firm I here represent has:

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

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with the requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid funds and is subject to applicable State and Federal laws, both criminal and civil.

January 29, 1996

Date _____

Stephen G. Worrthing

Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the AGENCY Official of the Local Agency of Des Moines Washington and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledged that this certificate is to be available to the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal aid highway funds and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

Signature

City of Des Moines

Robert Olander, City Manager

EXHIBIT A-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS-PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): WORTHY AND ASSOCIATES

January 29, 1996
(Date)

Stephen G. Worthy
President or Authorized Official of Consultant
(Signature)
Stephen G. Worthy, ASLA, Principal

EXHIBIT A-3

CERTIFICATION REGARDING THE RESTRICTIONS
OF THE USE OF FEDERAL FUNDS FOR LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): WORTHY AND ASSOCIATES

January 29, 1996

(Date)

Stephen G. Worthy

President or Authorized Official of Consultant

(Signature)

Stephen G. Worthy, ASLA, Principal

EXHIBIT A-4
CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of STPE 0325:1 * are accurate, complete, and current as of March 7, 1996 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm WORTHY AND ASSOCIATES

Name Stephen G. Worthy,

Title Principal

Date of Execution*** March 7, 1996

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

EXHIBIT B-1 SCOPE OF WORK

Project No. STPE 0325:1
City of Des Moines, Des Moines Creek Trail

DEFINITION OF TERMS

1. Owner: City of Des Moines, Patrice Thorell, Director, Parks & Recreation
2. Consultant: Worthy and Associates, Steve Worthy, ASLA, Principal
3. Consultant Team: Worthy and Associates and Subconsultants
4. Team: Owner and Consultant
5. Extended Team: Consultant Team, the Midway Sewer District/URS Consultants and Public Agency Owner representatives from Washington State Departments of Transportation, Fish and Wildlife, Ecology and other local, state and federal agencies.

Worthy and Associates will provide the following services:

A. BACKGROUND REVIEW AND TOPOGRAPHIC SURVEY

1. Background Data Review: Consultant will review background studies, plans, surveys and environmental reports furnished by the Owner.
 - a) Background information, surveys, wetlands and geotechnical reports, environmental impact statement and plans, profiles and cross sections related to the Midway Sewer District, Sewer Replacement Project.
 - b) The Draft City of Des Moines Comprehensive Plan compiled April, 1995;
 - c) Washington D.O.T. SR-509, C.S. 1730, S. 218th St./Des Moines Memorial Way S. Lane Widening/Retaining Wall Recommendations, Geotechnical Report, January 25, 1993;
 - d) Des Moines Creek Restoration Project, prepared by Herrera Environmental Consultants, Inc. For Washington State D.O.E. and METRO, December, 1989.
 - e) Other relevant background information will be furnished by the Owner for the Consultant's review, including WSDOT plans of record for Marine View Drive, City-furnished topographic, utility, land use, property ownership, easements and other available data. The Consultant will review all relevant Owner furnished data and identify areas where additional surveys or other data are needed. The Consultant will provide additional topographic survey information (see item "F" below).
 - f) Consultant will utilize a licensed surveyor and will perform additional topographic surveys for trail alignment portions not surveyed to date as well as a single creek crossing, two neighborhood connecting trails, and trail heads at S. 211th Street and 15th Avenue S.

Costs: *W & A* \$3,400
 URS (Surveyors) \$16,295
 URS (Geotechnical) \$5,556
 Herrera \$1,656

2. Site Analysis: W&A, along with appropriate subconsultants, will conduct field reconnaissance and review findings with Owner and Extended Team. A site analysis will be performed by walking the project area with the Owner and will include reconnaissance-level pre-design analysis.

Costs: *W & A* \$1,040
 Herrera \$500

3. Extended Team/Agencies Coordination: W&A will coordinate announcements to all Extended Team members for three Extended Team meetings and two additional Team meetings. W&A will furnish a summarizing report for each meeting.

Costs: *W & A* \$2,720

B. DESIGN PHASE

1. Preliminary Design - 15% PS&E: W&A will utilize existing plans, profiles and cross sections in addition to Consultant furnished additional topographic surveys as a basis for preparing graphic sketches, cross sections, plans and estimates conveying conceptual cost and design for the trail alignment, proposed grades, general extent of restorative planting, and preliminary designs of a footbridge, parking, benches, trash receptacles, etc. W&A will provide one color and fifteen blackline print sets of the above documents.

Costs: *W & A* \$10,880
 URS \$5,948

2. Public Meeting #1: W&A will present initial Preliminary Design concepts to the public through one evening public meeting and receive and incorporate public comments into the 50% P.S. & E. stage.

Costs: *W & A* \$1,720

3. Design Development - 50% PS&E: Preliminary Design will be refined, details, plans, specifications, and probable cost estimates will be developed to the 50% P.S. & E. level for appropriate review by the Owner and other affected agencies. The plans will describe the location, size, quantity, and character of elements of the project. Budget priorities will be evaluated during this phase. The Consultant will prepare an environmental checklist for the Trail Project. The Consultant will prepare applications for the trail related permits as required:

a) City of Des Moines:

- Erosion Control Plan
- Land Clearing, Grading, and Filling Permit Application

b) State of Washington:

- Hydraulic Project Approval Application (HPA)

Costs: *W & A*\$22,680
 Herrera \$8,622
 Bell Walker\$10,660
 URS \$5,680

4. Final Design - 90% PS&E: Agency review comments will be incorporated into plans, specifications, and cost estimates. Ninety percent PS&E set of plans and documents will be submitted to the Owner and affected agencies' technical staff for pre-final approval and changes implemented.

Costs: *W & A* \$6,800
 Bell Walker\$21,320
 URS \$6,200

5. Bid Documents Plans, specifications, measurements and probable costs and the final 100% PS&E bid documents will be prepared for the Midway Sewer District Property north to S. 200th ST to bid in the Spring of 1997.

Costs: *W & A* \$8,840
 Bell Walker\$10,660
 URS \$2,100

C. BID PHASE

1. Bid Phase: The Owner will advertise for the Project. The Consultant will print and distribute bid sets to plan centers and potential bidders for Phase 1 of the project bidding in Spring 1997. The Consultant will respond to questions from bidders and prepare addenda for the Owner's distribution.

Costs: *W & A* \$8,160

2. Construction Phase/Observation: Future Phase; Not In Contract.

EXHIBIT C-2
DES MOINES CREEK TRAIL PROJECT
WORTHY AND ASSOCIATES

Discipline or Job Title	Hourly Rate	Overhead at 151.87%	Fixed Fee DSC X 32%	Rate Per Hour
Principal	31.00	47.08	9.92	88.00
Landscape Arch. / Planner	21.50	32.65	6.88	61.03
Designer	14.50	22.02	4.64	41.16
Clerical	12.00	18.22	3.84	34.06

Breakdown of Hours Per Phase

	Principal	Land. Arch. / Planner	Designer	Clerical	%
A KICK OFF MEETINGS					1%
1 Review Goals, Schedules & Priorities w/ Project Manager	4				
2 Initial Core Team Meeting	5	5			
B BACKGROUND DATA REVIEW					5%
1 Document Research: City, MSD & other agencies	12	16	6	8	
C CORE TEAM SITE ANALYSIS					11%
1 Field Reconnaissance	24	32		4	
D AGENCY EXTENDED TEAM COORDINATION /					15%
1 (2) Agency Extended Team Meetings	12	12	2		
(2) Core Team Meetings	10				
Additional Correspondence	2			4	
E PRELIMINARY DESIGN - 15% PS&E					32%
1 Conceptual Design	16	40	32		
Document Preparation & Printing	16	24	40	6	
F PUBLIC MEETING #1					36%
1 Present Preliminary Design	6	8	12	8	
Incorporate Public Comments	4	4		2	

EXHIBIT C-2
DES MOINES CREEK TRAIL PROJECT
WORTHY AND ASSOCIATES

G	DESIGN DEVELOPMENT -				
	50% PS&E				65%
1	Refine Preliminary Design	32	86	80	
	Evaluate Budget Priorities	6	8	4	8
	Develop Cost Estimates	6	24		2
2	Permits and Checklist	8	16	6	11
H	PUBLIC MEETING #2	Not In Contract			65%
1	Present Design Concepts	0	0		0
I	FINAL DESIGN - 90% PS&E				74%
1	Incorporate Agency Review				
	Comments	16	36	12	
	Submit 20 copies to City	5	5		
2	Core Team Meeting to				
	incorporate changes	4	4	2	4
	Extended Team Meeting to				
	incorporate changes	4	4	2	3
J	BID DOCUMENTS (Fall 1996)				87%
1	Coordination of Pre-Final 95%				
	PS&E Documents	8	24	16	12
2	Circulate Copies to Agency				
	Extended Team		2	4	2
3	Final Review Agency Extended				
	Team Meeting	4	4		2
	Final Review Core Team				
	Meeting	4	4		2
4	Revise and Prepare Final				
	Document	8	20	12	4
	Print 35 Copies and Distribute	2			
K	BID PHASE (Spring 1997)				100%
1	Response to Bidders	16	24	8	40
	Addenda Preparation	8	16	12	8
L	CONSTRUCTION PHASE / OBSERVATION (Summer 1997)				100%
1	Pre-Construction & Team				
	Meetings	0			
	Field Observation Full Time	0	0		0
	Administration	0	0		0
Total Hours		242	418	250	130
<i>Total W&A Hours</i>		<i>1040</i>			

EXHIBIT C-2
DES MOINES CREEK TRAIL PROJECT
WORTHY AND ASSOCIATES

MEETINGS

# of meetings with Consultant Team, excluding public workshops 1 & 2 and Construction Phase	
Project Manager	4
Team	3
Extended Team	7
Parks Board, Planning Commission, Public	
Works w/ Committees	3
City Council	2
Total Meetings	19

LABOR

	Principal	Land. Arch. / Planner	Designer	Clerical
Direct Salary Cost	\$7,502.00	\$8,987.00	\$3,625.00	\$1,560.00
Total Direct Salary				\$21,674.00
Overhead Cost	\$11,393.29	\$13,648.56	\$5,505.29	\$2,369.17
Total Overhead				\$32,916.30
Fixed Fee 32% X DSC	\$2,400.64	\$2,875.84	\$1,160.00	\$499.20
Total Profit				\$6,935.68
Subtotals	\$21,295.93	\$25,511.40	\$10,290.29	\$4,428.37
Labor Subtotal				\$61,525.98

EXPENSES

Supplies	(Film Processing, Graphic Supplies, etc.)	\$438.10
Travel (20 Trips x 57 x .30 mi.)		\$342.00
Plans and Specs Printing (Bid & Review Sets)		\$2,200.00
Computer Expense (8% X DSC)		\$1,733.92
Expense Subtotal		\$4,714.02

TOTAL WORTHY AND ASSOCIATES FEE	\$66,240.00
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EXHIBIT G-1

TASK C. DESIGN DEVELOPMENT AND FINAL PS&E

SCOPE OF WORK

BELL-WALKER ENGINEERS, INC. will provide the following tasks/services:

- C1. Administration:** This task shall include attendance of up to five project coordination meetings at the direction of the Landscape Architect, preparation of progress estimates, billing summaries, and direction of work.
- C2. Design Development:** This task shall include review of provided topographic surveys and as-built drawings, establishment of design criteria, review of conceptual trail plans, identification of deviations from standards, and development and evaluation of mitigations for design deviations. Preliminary findings and conclusions will be evaluated by the City and a final recommendation provided based on input from affected agencies.
- C3. Preparation of Bid Documents:** This task shall include necessary services to prepare final plans, specifications, and estimates for bidding and construction of the multi-use trail over the existing sewer facility consistent with city, State, and AASHTO design guidelines. PS&E will be based on 50 percent completed plans prepared by the Landscape Architect. Specifications and contract documentation will be consistent with funding agency requirements. Final design will include design of all necessary regulatory and warning signage, trail surface markings, drainage, and surface treatments.

EXHIBIT G-2
TASK C. DESIGN DEVELOPMENT AND FINAL P.S.E.

**SCOPE OF WORK
AND FEE PROPOSAL**

WORK ITEMS	Principal	Senior Engineer	Project Engineer	CADD Technical	Word Process
A. Administration					
Project Coordination	2	4			
Meetings	2	12	12		4
General Administration	2	4			2
subtotal	6	20	12		6
B. Design Development					
Review Data			4	12	2
Establish Design Criteria	1	2	8	2	1
Identify Deviations	1	8	24	12	1
Develop and Evaluate Alternatives	1	8	24	12	1
Confirm Design Decisions	1	8	8	16	2
subtotal	4	26	68	54	7
C. Prepare Final P.S.E.					
Trail Sections		2	2	2	1
Horizontal Alignment	1	4	8	16	1
Vertical Alignment	1	4	4	24	
Construction Limits	1	2	8	20	1
Drainage and Detention Plan	1	2	8	16	
Drainage Details		1	8	8	
Existing/Proposed Utility Adjustments		1	8	12	
Surfacing Plan	1	2	8	24	
Trail Markings and Signing	1	12	20	32	
Miscellaneous Details		4	8	8	
Roadway Access/Crossings	1	8	24	16	
Earthwork Analysis			16	8	4
Quantity Calculation		1	16	8	
Special Provisions	2	8	8		8
General Provisions	1	4	8		8
Construction Schedule		1	2		
Revisions	1	8	16	24	8
subtotal	11	64	172	218	31
Total Hours	21	110	252	272	44

EXHIBIT G-2
TASK C. DESIGN DEVELOPMENT AND FINAL P.S.E.

**SCOPE OF WORK
AND FEE PROPOSAL**

Fee Calculation

Staff	Hours	Rate	Cost
Principal	21	\$40.14	\$843
Sr. Engineer	110	\$32.31	\$3,554
Project Engineer	252	\$22.04	\$5,554
CADD Technical	272	\$19.13	\$5,203
Word Process	44	\$14.66	\$645
Total Direct Salary Cost (DSC)			<u>\$15,799</u>
Overhead Cost at	% =	137.46	<u>\$21,717</u>
Subtotal			\$37,516
Profit at	% =	28.00	<u>\$4,424</u>
Subtotal			\$41,940
Direct Expenses			
Supplies			\$100
Travel and Lodging			\$200
Reproduction			\$500
Subtotal			<u>\$700</u>
Bell - Walker Engineers, Inc., Total Fee			\$42,640

EXHIBIT G-3

TASK C. PARKING LOT AT 13th AVENUE SOUTH AND SOUTH 211th STREET

Bell-Walker Engineers, Inc.
Audited Overhead Schedule
Year Ending December 31, 1994

Direct Labor	\$ 920,000.54	100.00%
Salary-Related Expense		
Vacation, Holiday, & Sick Leave	143,705.96	15.62
Allowable Bonuses	39,492.00	4.29
Retirement Benefits	84,969.48	9.24
Payroll Taxes	118,871.56	12.92
Group Insurance	71,711.48	7.79
ADP Expense	2,589.71	0.28
Other Related Benefits	356.78	0.04
Total Salary-Related Expense	461,696.97	50.18
General Overhead Costs		
Indirect Labor	389,108.06	42.29
Travel/Hotel/Subsistence	11,721.44	1.27
Telephone	12,312.42	1.34
Printing	12,002.65	1.30
Supplies	12,653.38	1.38
Postage/Shipping	4,661.98	0.51
Professional Dues/Membership/Licenses	11,123.92	1.21
Subscriptions/Publications	2,345.97	0.25
Professional Services	1,793.50	0.19
Computer Services & Supplies	25,511.17	2.77
Outside Consultants	9,351.36	1.02
Equipment Rental	87.00	0.01
Repairs & Maintenance	19,274.34	2.10
Depreciation	43,135.71	4.69
Employee Morale	2,571.04	0.28
Auto Expense	2,452.28	0.27
Property & Liability Insurance	2,654.30	0.29
Professional Liability Insurance	42,630.56	4.63
Business Taxes & Licenses	66,366.88	7.21
Rent	103,534.23	11.25
Miscellaneous	27,618.20	3.00
Total General Overhead	802,910.39	87.27
Total Overhead Expense	\$ 1,264,607.36	137.46%
Overhead Rate	137.46	

DES MOINES CREEK TRAIL SCOPE OF WORK - SEPA CHECKLIST

HERRERA ENVIRONMENTAL CONSULTANTS

Mr. Robert Ruth (responsible official for the lead agency in conducting SEPA procedures) requested that we augment responses to specific topics in the SEPA checklist with additional information and describe effects of the two alternatives on each of three sections of the trail. As outlined in a telephone conversation with Mr. Ruth on October 10, 1995, Herrera will conduct interviews and literature searches for information that may augment the discussion of impacts to land use compatibility (noise, recreation, public safety) and water quality.

TASK 1 - SEPA CHECKLIST

Herrera will complete a SEPA checklist for the preferred site. The checklist will be prepared based on available information. No technical studies related to air, noise, traffic, or other environmental conditions will be performed. No field studies will be conducted other than site characterization during a field visit.

Additional work will be performed for specific portions of the checklist as described in the following tasks. The additional documentation will be provided as addenda to the appropriate sections in the SEPA checklist.

TASK 2 - LAND USE COMPATIBILITY

Herrera will conduct surveys/interviews and literature searches for information that may augment the analysis of impacts to noise, recreation, and public safety.

TASK 3 - WATER QUALITY

Herrera will augment the water section of the SEPA checklist with an expanded discussion of effects on water quality from trail construction and operation.

TASK 4 - ALTERNATIVES ANALYSIS

Herrera will augment the SEPA checklist with discussions of two alternatives to each of three portions of proposed alignment.

TASK 5 - MEETINGS AND FIELDWORK

Herrera will attend five client and/or public meetings and conduct three site visits.

HERRERA ENVIRONMENTAL CONSULTANTS

COST ESTIMATE FOR DES MOINES CREEK TRAIL CHECKLIST

Proposal No. P492

Des Moines Creek Trail Checklist <i>Number of Tasks: 2</i>			Task 1.0 <i>Prepare Checklist</i>		Task 2.0 <i>Additional Water Quality Evaluation</i>		TOTAL
COST SUMMARY							
Labor			\$8,690		\$1,950		\$10,640
Other direct costs (ODCs)			\$108		\$30		\$138
GRAND TOTAL			\$8,798		\$1,980		\$10,778
COST ITEMIZATION							
Labor (rev. 11/22/95)							
<i>Personnel</i>	Rate/Hour		Hours	Cost	Hours	Cost	Hours Cost
Walter Trial	\$33.62		2	\$67	0	\$0	2 \$67
Art Campbell	\$26.46		3	\$79	0	\$0	3 \$79
Kevin Noon	\$26.44		88	\$2,327	25	\$661	113 \$2,988
Mark Ewbank	\$21.51		6	\$129	0	\$0	6 \$129
Carol Newlin	\$21.50		12	\$258	0	\$0	12 \$258
Sue Dunigan	\$14.25		6	\$86	0	\$0	6 \$86
Subtotal Direct Labor			117	\$2,946	25	\$661	142 \$3,607
Labor Overhead (OH) @ 165%				\$4,861		\$1,091	\$5,951
Fee on Direct Labor @ 30%				\$884		\$198	\$1,082
SUBTOTAL LABOR (Direct Labor+OH+Fee)				\$8,690.41		\$1,950	\$10,640
Other Direct Costs (ODCs)							
	Unit	Cost	Units	Cost	Units	Cost	Units Cost
<i>Travel and per diem</i>							
Auto Use	Mile	\$0.28	100	\$28.00	0	\$0.00	100 \$28
<i>Reproduction</i>							
Photocopying	Page	\$0.15	200	\$30.00	50	\$7.50	250 \$38
<i>Communications</i>							
Postage/Freight				\$20.00		\$10.00	\$30
Telephone/Fax				\$20.00		\$10.00	\$30
Fee on ODCs @ 10%				\$10		\$3	\$13
SUBTOTAL ODCs				\$108		\$30	\$138

HERRERA ENVIRONMENTAL CONSULTANTS, INC.
1994 OVERHEAD AND RATE MULTIPLIER

CATEGORY	EXPENSE (\$)	MULTIPLIER
BANK FEES	1090.91	0.0022
AUTOMOBILE	14,068.31	0.0287
EMPLOYEE BENEFITS		
BONUS	67,833.85	0.1385
EDUCATION	8,713.25	0.0178
DISABILITY INSURANCE	3345.90	0.0068
HEALTH BENEFITS	11733.24	0.0240
HEALTH INSURANCE	39,549.20	0.0808
RETIRE PENSION	78,531.00	0.1604
VAC., HOL., SICK	111,423.81	0.2275
RENT	79,703.42	0.1628
UTILITIES	9,019.49	0.0184
SUPPLIES & REPO	29,356.17	0.0599
GENERAL SALARY		
ADMIN/BUS DEV	293,087.47	0.5985
INSURANCE	17,919.44	0.0366
MAINTENANCE	3,625.70	0.0074
PROFESSIONAL SERVICES	5,250.29	0.0107
TAXES	124,277.91	0.2538
TRAVEL	3,592.95	0.0073
CORPORATE MEETINGS	1551.06	0.0032
EQUIPMENT DEPRECIATION	28,476.00	0.0582
PUBLICATIONS/DUES	11,087.97	0.0226
TOTAL	943,237.34	1.9262
DIRECT WAGES	489,678.59	1.0000
PROFIT		0.1500



1.65

EXHIBIT G-1 SCOPE OF WORK

URS is pleased to submit fee proposals for the Des Moines Creek Trail. The fee proposals include providing: plans, specifications, and construction cost estimate, and additional services (surveying and geotechnical engineering). The man hours derived for each fee proposal were based on the following assumptions or information provided by your firm:

- TASK A:** Trail within the property boundary of the Des Moines Wastewater Treatment Plant and additional surveying and geotechnical engineering for trail, footbridge and parking lot construction outside of the property boundary of the treatment plant.
- A.1.** Work provided by URS would involve the trail within the property boundary of the Des Moines wastewater treatment plant, except for the additional survey and geotechnical work which you requested.
- A.2.** Worthy and Associates would develop the general specifications for the entire trail project and URS would furnish specific specification sections that directly applies to our design area and is not included in the general specifications, and review Worthy & Associates sections for design/P.S.&E. continuity.
- A.3.** Worthy and Associates would develop general plan sheets and URS would furnish specific sheets that apply to our design area. We anticipate providing three plan/profile sheets and one detail sheet.
- A.4.** The City of Des Moines or Worthy and Associates would administer and manage the construction contract and bidding process.
- A.5.** Administration: This task shall include attendance at up to three (3) project coordination meetings at the direction of Worthy and Associates, preparation of progress estimates, billing summaries and direction of work, involving the Sewer District Plant Trail Section.
- A.6.** Preliminary Design: This task shall include data collection, review of topographic surveys and geotechnical information, and development and evaluation of the Sewer District Plan Trail Section's slope grading, trail layout, plans, profiles, preliminary design of fencing, drainage and rockery walls. Preliminary findings and conclusions will be evaluated by Worthy and Associates and the Owner/other agencies. URS will respond to these

evaluations with a final recommendation based on input from affected agencies.

- A.7.** Preparation of plans, Specifications and Estimates (P.S.&E.): This task shall include necessary services to provide Plans, Specifications and Estimates (P.S.& E) for the construction of the Sewer District Plant Trail Section, consistent with the City of Des Moines, WSDOT, State ADA and AASHTO design guidelines. P.S.& E. will be prepared at sufficient detail to allow the construction of the trail section, including slope grading, fencing, drainage, rockery walls and signage.

EXHIBIT G-2
SUBCONSULTANT FEE DETERMINATION—SUMMARY SHEET
URS CONSULTANTS, INC.

TASK A: Des Moines Creek Trail Within the Property Boundary of the Des Moines Wastewater Treatment Plant, Includes Tasks A.5 (Administration), A.6 (Preliminary Design), and A.7 (P.S. &E)

DIRECT SALARY COST (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Project Director	16	x	37.02		\$592.00
Project Engineer	157	x	28.08		4,409.00
CADD Operator	96	x	19.38		1,861.00
QA/QC	8	x	26.11		201.00
Clerical	12	x	15.81		190.00
TOTAL DSC					= \$ <u>7,253.00</u>

OVERHEAD (OH COST—including Salary Additives):

OH Rate x DSC of 144 % x \$7,253.00 = \$10,444.00

FIXED FEE (FF):

FF Rate x DSC of 28 % x \$7,253.00 = \$2,031.00

REIMBURSABLES:

Itemized: mileage/reproducible drawings = \$200.00

GRAND TOTAL = \$ 19,928.00

PREPARED BY: John Gillespie **DATE:** 2-12-96

EXHIBIT G-2
ADDITIONAL SERVICES
SUBCONSULTANT FEE DETERMINATION—SUMMARY SHEET

TASK A: Geotechnical engineering for Des Moines Creek Trail within and outside the property boundary of the Des Moines Wastewater Treatment Plant involving trail and slope embankment areas, creek pedestrian bridge foundation structures, and parking areas.

DIRECT SALARY COST (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Geotechnical Engineer:					
Outside Plant Boundary	24	x	46.01		\$1,104.00
Inside Plant Boundary	20	x	46.01		\$920.00

TOTAL DSC= \$2,024.00

OVERHEAD (OH COST—including Salary Additives):

OH Rate x DSC of 144 % x \$2,024.00 = 2,915.00

FIXED FEE (FF):

FF Rate x DSC of 28 % x \$2,024.00 = \$567.00

REIMBURSABLES:

Itemized: mileage = \$50.00

GRAND TOTAL = \$5,556.00

PREPARED BY: John Gillespie **DATE:** 2-12-96

EXHIBIT G-2
ADDITIONAL SERVICES
SUBCONSULTANT FEE DETERMINATION—SUMMARY SHEET

TASK A: Des Moines Creek Trail Within and Outside the Property Boundary of the Des Moines Wastewater Treatment Plant

DIRECT SALARY COST (DSC):

<u>Classification</u>	<u>Man Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Surveying: One Creek Crossing near 15th Ave. S.; two trail connections near 13th Ave. S. and 15th Ave. S.; and parking area at S. 211th St.					
Chainman	80	x	13.00		1,040.00
Party Chief	80	x	17.75		1,420.00
Surveyor	64	x	31.74		2,031.00
Surveying: Within Treatment Plant					
Chainman	24	x	13.00		312.00
Party Chief	24	x	17.75		426.00
Surveyor	24	x	31.74		762.00
TOTAL DSC				=	<u>\$5,991.00</u>

OVERHEAD (OH COST—including Salary Additives):

OH Rate x DSC of 144 % x \$5,991.00 = \$8,627.00

FIXED FEE (FF):

FF Rate x DSC of 28 % x \$5,991.00 = \$1,677.00

REIMBURSABLES:

Itemized: mileage/reproducible drawings = \$500.00

GRAND TOTAL = \$16,295.00

PREPARED BY: John Gillespie

DATE: 2-12-96

LEGEND

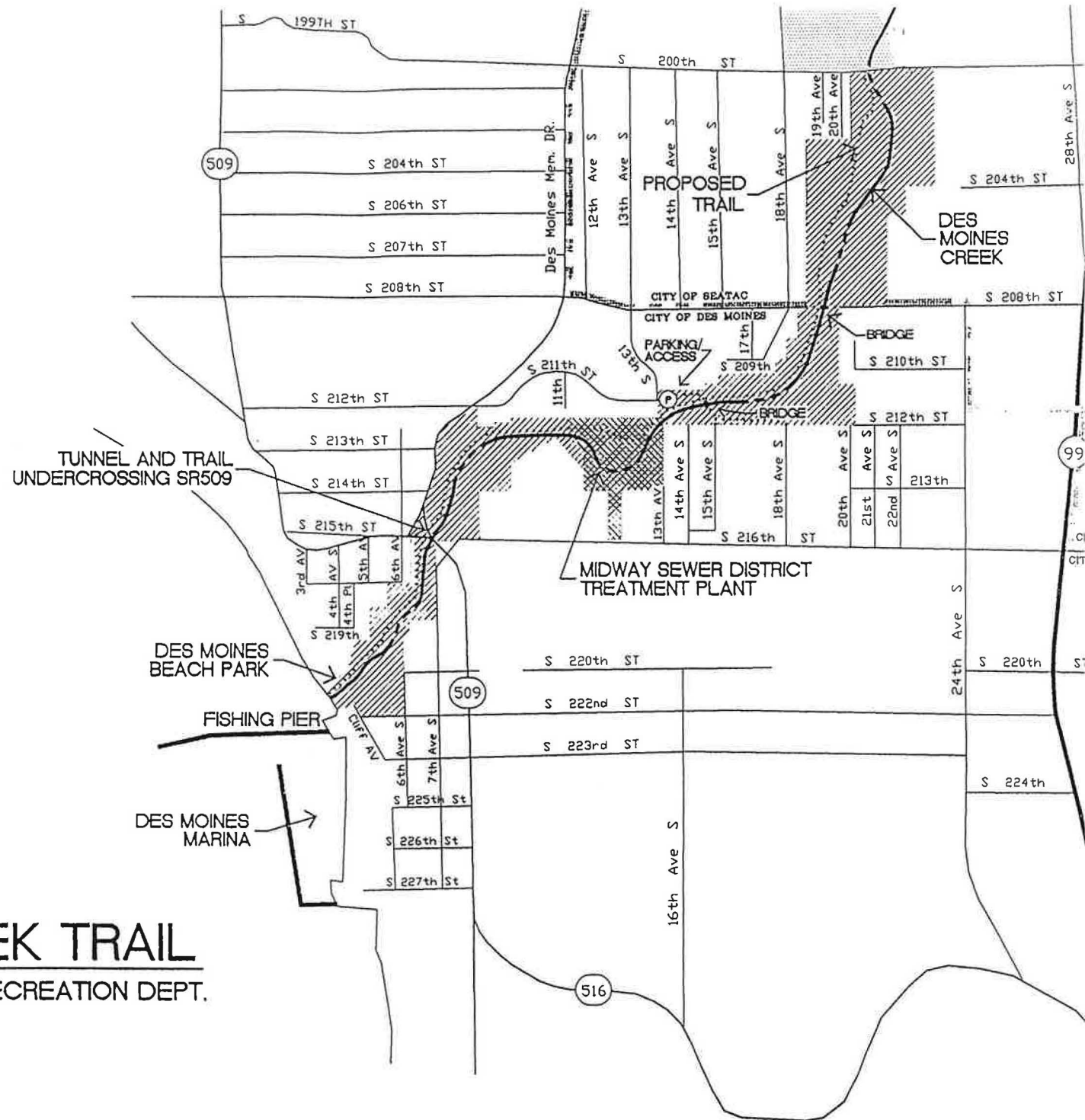
- PROPOSED TRAIL*
- DES MOINES CREEK

* (EXTENDING FROM S 200TH ST TO DES MOINES BEACH PARK)



SCALE: IN MILES

0 1/4 1/2



DES MOINES CREEK TRAIL

CITY OF DES MOINES PARKS AND RECREATION DEPT.

WORTHY AND ASSOCIATES
LANDSCAPE ARCHITECTURE RECREATIONAL PLANNING AND DESIGN
1943 FIRST AVENUE SUITE NUMBER 606
SEATTLE WASHINGTON 98101 TEL: 306-445-8570 FAX: 306-445-0601

DES MOINES CREEK TRAIL

Project Narrative

Project Background

Multi Agency Support

The project involves close interagency coordination and planning with the City of Des Moines Park and Recreation Department (lead agency), together with Public Works, Planning and other Des Moines City Departments, the City of SeaTac, and multiple agencies representing the Des Moines Creek Basin Planning Committee, Midway Sewer District, and Washington State Department of Transportation, Fish and Wildlife and other state and local agencies.

Joint Use Tunnel Under Marine View Drive

Delays in starting the trail design contract are directly related to the pace of gaining acceptance for the joint planning and use of a tunnel under Marine View Drive (or a clear span bridge opening). Agencies most impacted include the Washington State Department of Transportation, Fish and Wildlife, the Midway Sewer District, the City of Des Moines and other Des Moines Creek Basin Planning Committee members. The benefits associated with joint planning and use have now been discussed. Preliminary planning is proceeding on the tunnel / bridge, supported financially by the City, Sewer District and State Transportation Department.

Phasing of Development

Phase I - Trail Route

The trail will share a narrow corridor with the Midway Sewer District for a new inflow sewer line approximately 6050 feet in length from South 200th Street to the Wastewater Treatment Facility. The trail will also pass through the Des Moines Creek Wastewater Treatment Facility for approximately 1200 feet along the north side of the plant on the bank above the anaerobic digester and garage. The two sections of Phase I, totaling approximately 7250 feet, will be constructed at the earliest opportunity following the sewer line installation.

Phase II - Trail Route

Phase II, the remaining 4300 feet (approx.) of trail, will be completed following completion of the sewer outfall line from the plant. Phase II will route under Marine View Drive, either under a bridge or through a tunnel, and through Des Moines Beach Park. This will allow full access from the Des Moines Waterfront to South 200th Street in the City of SeaTac along one of the most scenic creek-side trail routes in King County.

Schedule

Proposed schedule at this time is as follows:

MSD Sewer Inflow Line Design	Winter - Spring 1996
MSD Sewer Inflow Line Construction	Summer - Fall 1996
Trail Design (Over Sewer Line)	Spring - Fall 1996
Tunnel / Bridge Planning Continues (funding applications)	Spring - Fall 1996
Phase I Trail (7250 feet) Bid	February 15, 1997
Construction	Summer - Fall 1997
Phase I Trail Opens	October 1997
Tunnel / Bridge Design and Permits	1997-1998
Funding / Construction of MSD Outfall and Bridge / Tunnel	1999
Phase II of Trail Bid / Constructed	Summer - Fall 1999

Budget

In October of 1993, the trail (8,400 linear feet long) was estimated to cost \$1,029,360 (1993-1994 dollars), with different design parameters from the current trail. This first trail vision would have gone up and over Marine View Drive. This has since proven unworkable from a trail slope and highway crossing safety standpoint.

The trail is now planned to go under Marine View Drive for user safety and enjoyment reasons, as well as for the opportunities to share the cost with the Sewer District, Departments of Transportation and Fish and Wildlife, the City of Des Moines, and other agencies / cities.

Budget options exist which will be developed and discussed in greater detail during the next few months of trail design processes. These options include:

OPTION 1: Build Phase I as simply as possible, without a creek crossing bridge or neighborhood trail connections. This would reserve the maximum amount of budget for Phase II.

OPTION 2: Build Phase I to include a desired creek bridge crossing, neighborhood trails and parking, reserving little or no money for Phase II.

The current total funds available are \$843,732.

Phase I Preliminary Cost Values (Option 1) Include

Surveying	URS	\$16,295
Geotechnical Services	URS	\$5,556
Environmental Services (checklist)	Herrera	\$10,778
Public Review	W & A	\$1,720
Environmental Services (permits)	W & A	\$9,600
Planning and Administration	W & A	\$18,600
Design of Sewer Plant Trail *	URS	\$19,928
Design of Trail **	W & A	\$28,160
Final Plans / Specs / Estimates **	Bell Walker	\$42,640
Bid Phase / Printing & Distribution ***	W & A	\$8,160

* 1200 feet through Des Moines Wastewater Treatment Facility

** 10,350 feet from South 200th Street through Des Moines Beach Park (excluding the 1200 foot Sewer Plant Section.

*** Phase I trail length of 7250 feet plus neighborhood trails and bridge.

Construction Costs - Option 1

1200' through Sewer Plant	\$197,000
Phase I 6050' from S. 200th to Sewer Plant	\$320,000
Taxes and Contingencies	<u>\$44,095</u>
Total Phase I, Option 1 (Basic Trail)	\$722,532

Phase I Additive (Option 2)

Creek Bridge Engineering	ICON	\$8,280
Neighborhood Trails	NW Trails	\$8,200
Public Review	W & A	\$1,720

Construction Costs - Option 2

Bridge Allowance	\$68,000
Neighborhood Trails	\$18,000
Parking at S. 211th	\$8,000
Taxes and Contingencies	<u>\$9,000</u>
Additive Total Phase I	\$121,200
Total Phase I With Additive (Option 2)	\$843,732

Phase II

Phase II will cost between \$50,000 and \$250,000, depending on mitigation money from the sewer outfall and tunnel projects.