

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING DESIGN SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Skilling Connolly, a State of Washington corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of engineering design services; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

The Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than June 30, 2014, ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B".

(i) Contractor's Fee. Contractor's fees will be calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B".

4.2 Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, in which the invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

4.3 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Warranty.

The Contractor warrants that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Indemnification.

8.1 Contractor Indemnification. The Contractor agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Agreement. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs, and the indemnification and agreement to defend and hold harmless contained herein expressly includes any and all claims by employees, subcontractors, and assignees of Contractor or for which Contractor would otherwise have immunity under the Worker's Compensation Act or any similar law in the absence of Contractor's waiver of such immunity herein. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

8.2 City Indemnification. The City agrees to indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

8.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit D.

10. Confidentiality.

All information regarding the City obtained by Contractor in performance of this Agreement shall be considered confidential. Breach of confidentiality by Contractor will be grounds for immediate termination.

11. Insurance.

The Contractor shall carry, as a minimum, the following insurance in such forms and with a carrier rated A.M. Best "A:VII":

11.1 Workers' Compensation. Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;

11.2 Commercial General Liability Insurance. Commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including personal injury or death, products liability and property damage. The commercial general liability insurance shall also include the following coverages:

- A. Products and Completed Operations Liability;
- B. Automobile Liability, including coverage for owned, non-owned, leased, or hired vehicles;
- C. Stop Gap or Employers Contingent Liability.

11.3 Automobile Liability Insurance. Automobile liability insurance with a combined single limit of liability not less than \$1,000,000 for bodily injury (including personal injury or death) and property damage.

11.4 Professional Liability Insurance. Professional liability insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limits, for damages sustained by reason of or in the course of operation under this Agreement, whether occurring by reason of acts, errors or omissions of the Contractor.

11.5 Certificates of Insurance. The City shall be named as additional insured on all such insurance policies, with the exception of professional liability and workers' compensation coverage(s). The insurance provided to the additional insured shall be primary. Contractor shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at City's request, furnish the City with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after forty-five (45) days prior written notice to the City. If Contractor's insurance policies are "claims made" or "claims paid", Contractor shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. Contractor's failure to maintain such insurance policies shall be grounds for the City's immediate termination of this Agreement.

11.6. Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

11.7 Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

12. Work Product.

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Services shall belong to the City. At the termination or cancellation of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City.

13. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the

state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

14. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

16.2 Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

16.3 Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

16.4 Assignment. Neither the Contractor nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

A. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

B. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

C. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

D. The City reserves the right to inspect any assignment or subcontract document.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

16.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

16.9 Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16.11 Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

16.12 Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

16.13 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

16.14 Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

16.15 Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

16.16 Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

16.17 Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

16.18 Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

A. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. 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;
3. 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 A.2. of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.


CITY OF OLYMPIA

By: _____
Steve Hall, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:

Darren Vienaber DCA
City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

Skills Connolly, Inc.
By: 
(Signature)

Thomas E. Skillings, PE
(Printed Name)

Its: President
(Title)

PO Box 5080, Lacey, WA 98509
5016 Lacey Blvs, SE, Lacey, WA 98503

(Phone) (360) 491-3399

Date of Signature: June 6, 2013

**EXHIBIT A-1
SCOPE OF WORK**

Prepared for:

**CITY OF OLYMPIA
STATE AVENUE OVERLAY**

June 10, 2013

INTRODUCTION

This Agreement is for Skillings Connolly, Inc. (Firm) to provide professional engineering services to the City of Olympia (City) for pavement grind and overlay, design of parking bulbouts, curb access ramps, and stormwater design along State Avenue between Central Street and Plum Street. This scope of work shall conform to the Service Agreement, dated 02/13/2013, between City of Olympia Public Works Transportation and Public Works Technical Services, and the accompanying general Work Task Summary common to all such Service Agreements.

If, during the course of this project, changes in the Service Agreement cause additional work or revisions to already completed work, the additional work will be negotiated and included in this Agreement by supplement.

Task 100 Project Administration and Management
--

The work associated with this task involves administration of this Agreement and management of all tasks to complete this scope of work (SOW) defined herein.

Objectives

- Establish and maintain communication within the design team, City, Firm, and other involved agencies and stakeholders.
- Monitor and report on the status of scope, schedule, and budget throughout the duration of project.
- Ensure that contractual obligations of this Agreement are met and, if necessary, that appropriate addenda are made.

Assumptions

- Firm will provide overall administration and management services.
- The duration of this work effort will be eight months.
- Tasks associated with stormwater design will be tracked under a separate billing group, allowing the City to report grant expenditures to the Washington State Department of Ecology.
- City will submit A-19 Form to Washington State Department of Ecology.

Tasks

1. Provide verbal project updates on a weekly basis.

2. Prepare monthly invoices and progress reports to include the status of deliverable items, a list of technical issues to be resolved and a record of decisions made and resolutions to issues reached. Earned Value Reports (EVR) will also be prepared and submitted to City.
3. Prepare and update project schedule.
4. Prepare A-19 Form for quarterly reports for City's submittal to Washington State Department of Ecology.
5. Prepare Project Management Plan and Project Work Plan.
6. Prepare for and attend six (6) monthly coordination and direction setting meetings with City staff to include preparation of meeting agendas and minutes.
7. Prepare publications (e.g. door hangers, flyers) for public outreach. Meet with local businesses as necessary and attend public open house.
8. Project Closeout, to include transfer of all electronic design files to City, quantity notebook, and design notebook.

Deliverables

- Project schedule with monthly updates.
- Project Work Plan
- Earned Value Reports (EVR)
- Monthly invoices and progress reports.
- Meeting agendas and minutes for City coordination and direction setting meetings.
- Public Outreach flyers, mailers, and graphics.

Task 200	30% Level of Design Completeness
-----------------	---

The work associated with this task involves preparation of 30% level of design completeness for completion of an overlay to State Avenue, design of thirteen (13) parking bulb-outs, with ADA ramps at intersection corners, and design of upgrades to the existing stormwater system that include bioretention systems at some of the locations with the new bulbouts, and other locations without bulbouts.

Assumptions

- City will complete all survey efforts associated with this project.
- This project does not include the use of federal funds.
- This project does not include Right-of-Way acquisition.
- Road surface treatment will include use of a pavement reinforcement membrane.
- Design will not include the use of "crack and seat" as a surface treatment.
- The Striping Plan will include signage.
- Design of parking bulb-outs are anticipated at five intersections, including Pear Street (NE and SE corners), Quince Street (NW and SW corners), Eastside Street (NE corner), Puget Street (NE corner), Tullis Street (NW, NE, and SE corners), and Bethel Street (NW and SW corners (11 bulb-outs in total).
- Design of curb access ramps to make all intersection corners within project ADA/PROWAG compliant.
- The City will provide review of 30% design plans and provide comments to Firm.
- Design for the installation of 17 Filterra Bioretention Systems to provide enhanced water quality treatment for runoff from the State Avenue roadway. Up to two additional bulbouts (one each at Henry Street and Central Street) may be required to accommodate Filterra units. The City has preliminary draft WWHM runs for each proposed Filterra unit. City to provide assumed requirements for engineering report.

- It is assumed that design will not require new luminaires and that associated junction boxes will not require relocation other than vertical adjustment. Luminaires mounting bolts may need to be extended, typically with threaded rod and couplers, to vertically adjust luminaire to new sidewalk height at new curb bulbs. New junction boxes will be installed at sites of future accessible pedestrian pushbutton posts, at Plum Street, Puget Street, and Central Street intersections, and will be connected to existing traffic signal conduit systems through existing junction boxes at each location.
- Firm will use the City of Olympia 2013 Engineering Design and Development Standards (EDDS) and Public Rights of Way Access Guidelines (7/26/2011 draft), along with the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with revisions 1 and 2 and Washington modifications.
- The Stormwater Engineering Report will be submitted to the Washington State Department of Ecology (Ecology) as a requirement of the Revolving Fund Loan administered by Ecology.
- The Stormwater Site Plan will be prepared for submittal to the City, as required by current City development code.
- Firm will submit preliminary Filterra design to Americast Filterra for review and approval.
- City will provide locations where broken, faulted sidewalk sections will be replaced.

Task 200

1. Quality Control and Quality Assurance
2. Coordinate with affected utilities concerning relocation.
3. Prepare 30% design for up to 13 intersection bulbouts and ADA ramps
 - Identify ramps that cannot be retrofitted to current ADA standards and prepare Maximum Extent Feasible (MEF) document.
4. Prepare preliminary striping plan;
5. Prepare 30% paving plan;
 - Identify areas with curb height less than six-inches;
 - Identify maximum/minimum cross-slopes of roadway prism (e.g. super-elevated areas).
6. Identify Utility casings that need to be adjusted;
7. Prepare Quantities Notebook
8. Prepare 30% Engineer's Estimate of Probable Cost to Construct
9. Prepare Draft Specifications and Run list
10. Prepare Design Documentation Notebook

Task 210 - Preliminary Stormwater Design

1. Prepare 30% Stormwater System Design;
2. Prepare Preliminary Stormwater Engineering Report;
3. Prepare preliminary Stormwater Site Plan;
4. Submit Filterra design to Americast for review and comment.

Deliverables

- Abbreviated Drainage Review Letter
- 30% design paving and sidewalk replacement plan, with details
- 30% design of parking bulbouts and curb access ramps;
- 30% Stormwater design
- Preliminary Stormwater Site Plan

- Preliminary stormwater engineering report for submittal to the Washington State Department of Ecology
- Draft Specifications and Run List
- 30% Engineers Estimate of Probable Cost to Construct
- Preliminary Striping Plan
- Filterra design (to be submitted to Americast)

Task 220 - Subsurface Utility Exploration

Assumptions

- Subsurface Utility Exploration (SUE) work will be completed by Bravo Environmental.
- Surface restoration includes backfill and cold patch.
- City will provide survey locate of PK nails at boring locations.

Tasks

1. Pothole for storm line at 13 (thirteen) locations associated with bulb-out design.
2. Locate existing utilities at bulb-out locations.
3. Core for pavement depth at three (3) locations.
4. Provide traffic control and flagging.

Deliverables

- SUE Report, including vertical and horizontal locations of identified utilities.

300	60% Level of Design Completeness
------------	---

The work associated with this task involves preparation of 60% level of design completeness for completion of an overlay to State Avenue, stormwater design, and design of thirteen parking bulb-outs, and curb access ramps.

Assumptions:

- Skillings Connolly will provide the services required by this task.
- The City will provide review of 60% design plans and provide comments to Firm.
- Use City's current Spec Shell and Bid Item Database. Firm will contact City prior to developing estimate if new bid item not included in City's Specification Shell and Bid Item Database.

Tasks:

1. Quality Control and Quality Assurance
2. Incorporate comments from the 30% City review, prepare 60% design for intersection bulbouts and ADA ramps;
3. Prepare striping plan
4. Incorporate comments from the 30% City review, prepare 60% paving plan;
5. Prepare 60% Standard Details;
6. Update Quantities Notebook
7. Prepare 60% Engineer's Estimate of Probable Cost to Construct
8. Prepare 60% Specifications and Special Provisions
9. Update Design Documentation Notebook

Task 310 - Stormwater Design

Tasks:

1. Prepare 60% Stormwater design;
2. Finalize Stormwater Site Plan;
3. Finalize Stormwater Engineering Report.

Deliverables:

- 60% design paving and sidewalk replacement plan, with details
- 60% design of parking bulbouts and curb access ramps, with details
- 60% design of stormwater system
- 60% Specifications and Special Provisions
- 60% Engineers Estimate of Probable Cost to Construct
- Striping Plan

400 90% Level of Design Completeness
--

The work associated with this task involves preparation of 90% level of design completeness for completion of an overlay to State Avenue, stormwater design, and design of up to 13 parking bulb-outs, and curb access ramps.

Assumptions:

- Skillings Connolly will provide the services required by this task.
- The City will provide review of 90% design plans and provide comments to Firm.

Tasks:

1. Quality Control and Quality Assurance;
2. Incorporate comments from the 60% City review, prepare 90% design for intersection bulbouts and ADA ramps;
3. Incorporate comments from the 60% City review, prepare 90% paving plan;
4. Prepare 90% Standard Details;
5. Prepare 90% Specifications and Special Provisions
6. Prepare Bid Document per City standards;
7. Update Quantities Notebook
8. Prepare 90% Engineer's Estimate of Probable Cost to Construct
9. Update Design Documentation Notebook

Task 410 - Preliminary Stormwater Design

Tasks:

1. Prepare 90% stormwater design;

Deliverables:

- 90% plan set with draft special provisions, specifications, cost estimate, and quantities calculation notebook.

500 Final PS&E

The work associated with this task involves the development of PS&E to a 100% level of design completeness and preparation of final contract documents (PS&E).

Assumptions:

- Skillings Connolly will provide the services required by this task.
- The City will provide review of 100% design plans.
- Bid Documents will be prepared using the City's Shell and Standards, including Cover Page, Notice to Bidders, Appendices, Supplemental Criteria, Bond and Contract Examples, and Proposal.
- City will provide "red-lines" from construction for use in preparing As-builts.

Tasks:

1. Quality Control and Quality Assurance;
2. Incorporate comments from the 90% City review, prepare 100% Plan sheets.
3. Prepare 100% Details
4. Prepare 100% Specifications and Special Provisions
5. Prepare Stormwater Pollution Prevention Plan (SWPPP)
6. Finalize Quantities Notebook
7. Prepare 100% Engineers Estimate of Probable Cost to Construct
8. Finalize Design Notebook
9. Prepare the final Bid Documents for submittal to the City. Include one set of full-size plan sheets, one set of half-size reproducible plan sheets, two sets of hard copy special provisions, electronic files of both the plan sets and the completed Bid Documents, and a quantity calculation notebook. Provide electronic copies of all other pertinent files.
10. Meet with City to review Completed Bid Document.
11. Provide support to City during Ad-Bid stage. This includes responding to Contractor Request for Information (RFI) and review of shop drawings.
12. Prepare As-builts.

Deliverables:

1. Final hard copy contract documents.
2. Stormwater Pollution Prevention Plan
3. AutoCAD files (2013).
4. Final quantity calculation notebook.
5. Final Design Documentation Notebook.
6. Final As-builts in hard copy and electronic format.
7. Electronic copies of contract documents and pertinent data.

END SCOPE OF WORK

EXHIBIT B-1
CONSULTANT FEE DETERMINATION – MAN-HOURS

PROJECT NO. 13076 CITY OF OLYMPIA STATE AVENUE OVERLAY 6/6/2013		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION						
100	Project Management -						
100.1	Project Management	8	40				
100.2	Prepare monthly reports and invoices	8	40				24
100.3	Prepare and update project schedule		16				
100.4	Prepare Project Management Plan and Work Plan		24				
100.5	Meetings with City		12	12	12		
100.6	Public outreach		40		16	40	
100.7	Project Closeout		24				
200	30% Design						
200.1	Quality Control and Quality Assurance	8	8	16			
200.2	Utility Coordination		8		24		
200.3	30% design on bulb-outs		6	8	80	80	
200.4	Preliminary Striping Plan				32		
200.5	30% Paving Plan/ details		8		40	40	
200.6	Identify Utility casings to be adjusted				16		
200.7	Prepare Quantities Notebook				32		
200.8	Prepare 30% Engineers Estimate				32		
200.9	Draft Specs and Run list			8	64		
210.1	Stormwater System Design (A-19)		6	16	24	24	
210.2	Preliminary Stormwater Engineering Report (A-19)		2	8	32	8	
210.3	Preliminary Stormwater Site Plan (A-19)		2	8	32	8	
220.1	Subsurface Utility Exploration		4				
300	60% Design						
300.1	Quality Control and Quality Assurance	8	8	16			
300.2	Utility Coordination		8		24		
300.3	60% Design bulb-outs			8	80	80	
300.4	Finalize Striping Plan		8		32		
300.5	60% Paving Plan / details		8		32	32	
300.6	Update Quantities Notebook				16		
300.7	Prepare 60% Engineers Estimate				40		
300.8	Prepare 60% Specifications / Special Provisions			16	40		
300.9	Update Design Notebook				8		
310.1	Stormwater System Design (A-19)		8	16	40	40	
310.2	Finalize Stormwater Engineering Report (A-19)		2	4	24	4	
310.3	Finalize Stormwater Site Plan (A-19)		2	4	24	4	

PROJECT NO. 13076 CITY OF OLYMPIA STATE AVENUE OVERLAY 6/6/2013		PRINCIPAL-IN- CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	TECHNICIAN	PROJECT ADMINISTRATOR
400	90% Design						
400.1	Quality Control and Quality Assurance	8	8	16			
400.2	Utility Coordination		8		24		
400.3	90% Design bulb-outs			4	80	64	
400.4	90% Paving Plan / details		8		40	64	
400.5	Prepare 90% specifications / special provisions		8	16	40		
400.6	Update Quantities Notebook				24		
400.7	Prepare 90% Engineers Estimate				24		
400.8	Update Design Notebook				8		
410.1	Stormwater System Design (A-19)		8	16	40	40	
500	100% PS&E						
500.1	Quality Control and Quality Assurance	8	8	32			
500.2	Utility Coordination		8		24		
500.3	Prepare 100% Plan Sheets		8		40	40	
500.4	Prepare 100% details				40	10	
500.5	Prepare 100% Specifications / special provisions			8	40		
500.6	Prepare Stormwater Pollution Prevention Plan (SWPP)				24		
500.7	Finalize Quantities Notebook				24		
500.8	Prepare 100% Engineers Estimate				24		
500.9	Finalize Design Notebook		8		24		
500.10	Prepare BID documents		8	24	40		
500.11	Prepare As-Builts		4		24		
HOURS PER DISCIPLINE		48	368	256	1380	578	24

**EXHIBIT B-2
CONSULTANT FEE DETERMINATION - SUMMARY**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
PRINCIPAL-IN-CHARGE	48	x	\$236.21	=	\$11,338.08
PROJECT MANAGER	368	x	\$158.26	=	\$58,239.68
PROJECT ENGINEER	256	x	\$135.00	=	\$34,560.00
ENGINEER	1380	x	\$120.00	=	\$165,600.00
TECHNICIAN	578	x	\$104.39	=	\$60,337.42
PROJECT ADMINISTRATOR	24	x	\$103.23	=	\$2,477.52
Total Hours =	2654				Total NHR = \$332,552.70
REIMBURSABLES:					
Mileage	0	x	\$0.51	=	\$0.00
Miscellaneous Expenses	\$943.00	x	0%	=	\$943.00
					Total Expenses= \$943.00
SUBCONSULTANT COST:					
SUE Exploration	\$11,037.60	x	5%	=	\$11,589.48
					Total Subconsultants = \$11,589.48
SUB-TOTAL (NHR + REIMBURSABLES):					
					Sub Total = \$345,085.18
MANAGEMENT RESERVE FUND:					
	\$345,085.18	x	0%	=	MRF = \$0.00
GRAND TOTAL					
					GRAND TOTAL = \$345,085.18
PREPARED BY:	<u>Patrick E. Skillings, PMP</u>	DATE:	06/10/2013		
REVIEWED BY:	<u>Thomas E. Skillings, PE</u>	DATE:	06/10/2013		

**EXHIBIT B-3
CONSULTANT FEE DETERMINATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each	1000	\$0.10	\$100.00
6	Photo Copies - Color	Each	500	\$0.35	\$175.00
7	Half Sized Prints (paper 11x17)	Each	480	\$0.30	\$144.00
8	Full Sized Prints	Each	4	\$6.00	\$24.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$500.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
	Total Miscellaneous Expenses				\$943.00
	Mileage	Per Mile		\$0.51	\$0.00
	Total Expenses				\$943.00
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Patrick E. Skillings, PMP		06/10/2013			

Exhibit "C"
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not discriminate against an employee or client on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Thomas E. Skillings, PE affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
 What type, and how often? Always on Company Brochures
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
 What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract



 (Signature)

06/06/2013
 (Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

 (Sole Proprietor Signature)

 (Date)

Exhibit "D"
THE CITY OF OLYMPIA
CITY CONTRACTS - NON-DISCRIMINATION IN BENEFITS (Equal Benefits Ordinance)

EQUAL BENEFITS COMPLIANCE DECLARATION

I, **Thomas E. Skillings, PE** on behalf of **Skillings Connolly, Inc.** declare that said Contractor complies with the Equal Benefits Ordinance by:

(Choose ONE of the following):

Option A

Offering equal benefits, as defined by the Equal Benefits Ordinance, to employees with spouses and employees with domestic partners.

Option B

Offering benefits neither to the spouses nor to the domestic partners of employees.

Option C

Having no employees.

Option D

Offering a cash equivalent.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this **6th** day of **June**, 2013, at **Lacey, WA.**


Signature

President
Title

Thomas E. Skillings
Name (please print)

91-1212927
Contractor Tax Identification No.