

**City of Bellingham
Public Works Department
Request for Qualifications for Design Services**

James Street Bridge Replacement
Project Number ER-0009
and
James Street Road Improvements
Project Number ES-0318
Invitation No. 96B-2009



Closing Location:

Purchasing Office
2221 Pacific Street
Bellingham, WA 98229

Closing Date & Time:

Five (5) complete copies of each submittal must be received by
11:00 a.m., PST, on November 20, 2009.

Contact Person:

Ravyn Whitewolf, P.E., Engineering Manager
(360) 778-7920, FAX: (360) 778-7901
rwhitewolf@cob.org

Overview

The City of Bellingham ("City") is seeking submittals (Invitation No. 96B-2009) from engineering firms interested in providing professional design services to the Engineering Division of the Public Works Department for the James Street Bridge Replacement (ER-0009) and James Street Road Improvements (ES-0318).

The City invites all interested parties to respond to this Request for Qualifications (RFQ) by submitting their qualifications relating to this type of project. **All prospective consultants are advised that Federally funded projects will be held to Federal EEO requirements.** Disadvantaged, minority and women-owned consultant firms are encouraged to respond. Upon consideration of the submittals, the City will negotiate final terms with the selected party.

Interested parties should deliver five (5) copies of their response packets **no later than 11:00 a.m., PST, Friday, November 20, 2009.**

Background Information

The project is located on the north side of Bellingham, behind the Sunset Square Shopping Center. The project involves the replacement of two structurally deficient timber girder bridges with a single span precast voided slab bridge. Federal BRAC funds have been secured for this work in the amount of \$2,500,000.

A feasibility study to analyze the alignment of James Street from Woodstock Way to Orchard Street will be included in the design report for this project. If additional funding sources are identified and secured in a time frame that proves beneficial to the construction of the bridge project, design services for the street improvements may be included. The street improvements include completing the road to arterial standards. This work will include curb, gutter and sidewalk, bike lanes, street lights and landscaping, as well as construction of a drainage section in conformance with the current DOE Stormwater Management Manual and City of Bellingham Standards. The replaced bridge section will include many of these features, with the final curb-to-curb width being determined from the feasibility study.

A copy of the final 2008 BRAC Application, completed by David Evans and Associates on behalf of the City of Bellingham, is included with this solicitation. The report includes an engineered cost estimate along with the 2007 WSBIS Inventory and Inspection Reports, the engineer-stamped Load Rating for each structure, 2003-2008 accident data and electronic photos of the site. While these reports provide an excellent background for the project, it is anticipated that much of the work will need to be updated.

The length of the bridge structure is approximately 110 feet. Funding for the project is from the following sources: federal and city funds. Anticipated total project funding for

the bridge improvements is \$3 million dollars, including 15 percent for bridge approaches. It is anticipated that the selected consultant will complete both the design of the bridge, approaches and subsequent street improvements; however, the consultant's engagement to complete subsequent phases depends on the consultant's satisfactory performance on prior work, availability of funds and negotiation of an agreement for the work.

The schedule that has been proposed by the City includes starting the preliminary engineering design and permitting in 2010, completing final design and permitting in 2010 and commencing the construction in 2011. If street improvements are pursued as part of this contract, this schedule will be updated accordingly.

Tentative Timeline is as Follows:		
Oct.	2009	Request for Proposals
Dec.	2009	Consultant selection, contract negotiation
Jan.	2010	Notice to Proceed, Kick-off meeting, survey work to consultant
Mar.	2010	First Draft of Feasibility Study to City for review
Apr.	2010	WSDOT consultation
May	2010	Submit prelim. environmental permitting documents to WSDOT
Jun.	2010	Complete 60 percent design, route for comments
Aug.	2010	Final permitting documents to WSDOT
Sep.	2010	Environmental documentation approval by WSDOT
Oct.	2010	Start right-of-way negotiations, complete 90 percent design
Apr.	2011	Certify right-of-way, finalize construction documents
May	2011	Bid advertisement

The City is seeking bid-ready plans and specifications prepared and stamped by a Professional Engineer. Other services may include construction management, right-of-way assistance, as-builts, etc. The City will be the lead for topographic design survey, construction staking and for right-of-way acquisition if needed for the project.

General Scope of Work

The following is a general list of the key items of work. Consultants are encouraged to demonstrate their specific knowledge of the project site and to include any additional issues/ideas that may be appropriate to successful completion of this project.

- *Generate Electronic Base Map and Digital Terrain Model from City-Provided Survey using AutoCAD Land Development Desktop software.*
- *Federal, State and local and Environmental Permitting.*
- *Structural design*
- *Detailed Design to Construction Schedule*
- *Public Outreach support*
- *Water Quality/Detention and Wetland Mitigation Plans as needed*

- *Construction Cost Estimate*
- *Final Plans and Specifications*
- *Federal Aid Documentation*
- *On-Call Services during Bidding and Construction*

The work requires familiarity with all current FHWA and WSDOT design standards, as well as general road construction to current WSDOT Standard Specifications. All plans developed by the consultant will require the stamp of a licensed Professional Engineer (PE) (and/or SE as appropriate) in the state of Washington. In addition, the consultant may be requested to provide construction services (assist the City with shop drawing review or other construction-related issues) during construction of their design. The City will only accept AutoCAD format drawings that achieve a high quality level of plan preparation.

The City of Bellingham will perform the following work:

- *Coordinate the design and construction of the improvements with the stakeholders, applicable utility companies and property owners.*
- *Provide all necessary City-specific contract specification material.*
- *Design survey, construction staking, as-builts, contract administration and inspection.*

Informational Meetings

Because of the interest in this advertisement, two informational meetings will be held with interested consultants and City staff involved in making the selection. The meetings will be held:

When	Day	Date	Location	Room
9:30am	Friday	October 30, 2009	Bellingham City Hall	Mayor's Board Room
2:00pm	Thursday	November 12, 2009	Bellingham City Hall	Mayor's Board Room

All interested consultants are encouraged to attend at least one of these sessions. For this reason, separate meetings are discouraged. However, changes to the advertisement as a result of these meetings, if any, will be included in an addendum.

Submittal Requirements

All documents submitted become the property of the City of Bellingham and are subject to the provisions of the Public Disclosure Law. The document should not exceed 15 double-sided pages. Submittals shall be double-sided, on recycled regular weight white paper, stapled. Submittals laminated or bound in any other way shall be disqualified. Other material, such as an appendix with resumes may be attached as deemed appropriate, but may not be considered as part of the ranking criteria. Conformance to these requirements will be considered part of the consultant's capabilities.

Late submittals will not be accepted. Fax or e-mail submittals will not be considered. The City of Bellingham accepts no responsibility for misdirected or lost documents. The City of Bellingham reserves the right to reject any or all submittals and to waive any irregularities and/or informalities. All submittals become the property of the City of Bellingham and will not be returned.

A respondent may withdraw a qualification submittal at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new qualification submittal prior to the final submission date, or submit written modifications or additions to a qualification submittal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final qualification submittal cannot be changed or withdrawn after the final submission date.

Five (5) complete copies of the submittal must be submitted to the following street address:

Purchasing Office
2221 Pacific Street
Bellingham, WA 98229

Telephone 360-778-7750
FAX 360-778-7706

Submittals and their envelopes should be clearly marked with the name and address of the Proponent and should be marked: " James Street Bridge Replacement (ER-0009) and James Street Road Improvements (ES-0318)."

Technical inquiries about this RFQ are to be directed, in writing, to the engineer at rwhitewolf@cob.org. Questions related to the RFQ process may be directed to the Purchasing office at 360-778-7750. Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and will be distributed to all proponents. Bidders will be notified of Addenda via the City's website: <http://www.cob.org/bid/> However, it is the bidder's responsibility to verify whether any Addenda were issued.

Mandatory Submittal Components

The following mandatory components are to be submitted as part of this RFQ. Submittals not containing these elements will receive no further consideration.

- 1. Cover letter signed by proponent(s):** Include whether the submittal is being made on behalf of an individual or a business/organization (example provided on page 6).
- 2. Description of business experience of proponent(s):** Include information regarding the business experience of the principals involved by enclosing a resume or the like for your firm. Please note that, upon contract negotiation, the City may require further information, which may include a request for bank and credit references, etc.
- 3. Approach to the project:** Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed more smoothly. Discuss other resources available to the Project Manager. Discuss current work-load size and your ability to meet project schedules. If located outside of Bellingham, discuss your firm's physical availability to the City in terms of communication, conducting meetings and fieldwork. Describe how distance from the project site and the City affects your response time to critical matters pertaining to the project.
- 4. Experience:** Describe the experience of the firm and of the individuals assigned with related projects of a similar nature, or their experience with their respective portion of the project. Identify the Project Manager, including his/her specific qualifications and experience. Show the organization of the proposed design team and why they were chosen for this project.
- 5. Qualifications:** Describe your staff's unique qualifications and training for this type of work, or the tasks identified.
 - Project manager to have Washington State Professional Engineer's (PE) License
 - Experience with similar projects in Washington cities and counties
 - Federal, state and local permitting requirements
 - Sustainable construction practices
 - WSDOT LAG Manual and necessary documentation for federally-funded projects
 - Hydraulic design requirements per current DOE Stormwater Manual for Western WA
 - AutoCAD Land Development Desktop software
 - ADA design and construction standards
 - City of Bellingham Development Guidelines and Improvement Standards

6. Availability: Detail how you view your staff's ability to complete the project within the proposed schedule. Please do not include rates, overhead and fee information in the document.

Closing Date

All submittals must be received by 11:00 a.m., PST, on November 20, 2009, at the Purchasing Office, 2221 Pacific Street, Bellingham, WA 98226. Late submittals will not be accepted and will be returned to the proponent.

Preparation Costs

The City of Bellingham shall not be responsible for qualification submittal preparation costs, including oral interviews (if held), nor costs including attorney fees associated with any challenge to the determination of the highest ranked consultant and/or award of contract and/or rejection of qualification submittal. By submitting a qualification submittal, each consultant agrees to be bound in this respect and waives all claims to such costs and fees.

Evaluation and Selection Process

Evaluation Committee

The selection of a consultant for this project will be made from the list of qualified consultants responding to this Request for Qualifications (RFQ). A committee made up of City employees will evaluate submittals. All firms that submit a Statement of Qualifications (SOQ) will be evaluated, scored and ranked. The submittals will be evaluated on the basis of experience, qualifications, schedule, your approach to the project and any innovative ideas you have for making the project go quickly and smoothly. Submittals may be used to develop a short list of consultants to be invited for interviews. The top firm will be selected from the scored and ranked roster. Selection from the roster will be by either an interview process or selection of the top-ranked firm from the roster.

Firms that are interested should be willing to enter into a service agreement with the City and comply with our insurance and any federal contract and EEO requirements (these requirements will not be negotiable). An example services agreement is included and its terms are not subject to negotiation. Firms should have staffing available to begin in January 2010.

Evaluation Criteria

The City has developed the following criteria against which submittals will be evaluated. These criteria will be used by the review panel to select the most qualified candidate or firm.

1. *Project scheduling, delivery and design approach (20 points)*
2. *Design team organization and qualifications (20 points)*
3. *Experience with applicable environmental federal aid permitting requirements (10 points)*
4. *Experience with design of water quality/detention and wetland mitigation facilities (10 points)*
5. *Structural expertise and ability to design and implement various solutions to limit environmental impacts (10 points)*
6. *Geotechnical experience involving slope stability and soil bearing for bridge support(10 points)*
7. *Determining alignment and grade of new street in natural terrain (10 points)*
8. *Availability and ease of access to the firm's project staff (5 points)*
9. *References/past performance on similar projects (5 points)*

The SOQ shall include information for each evaluation criterion listed above and a list of clients who may be contacted and for whom similar work has been completed in the past five years. All past project information included in the SOQ must specify duration, date, client, and project manager/team member information including names of participating firms. If the SOQ does not include these items or is not submitted on time it will be deemed non-responsive and will not be eligible for consideration. All submittals become the property of the City of Bellingham and will not be returned.

Selection Process

A selection committee of individuals representing the City will evaluate the qualification submittals. The City reserves the right to award a contract solely on the written qualification submittal. The City also reserves the right to request oral interviews with the highest ranked firms (short list). The purpose of these interviews is to allow expansion upon the written responses.

The highest ranked consultant may be invited to enter into contract negotiation with the City. If an agreement cannot be reached, the second highest ranked consultant may be contacted for negotiations. This process may continue until successful negotiations have been achieved. The City reserves the right to terminate negotiations with any consultant should it be in the City's best interest.

Sample Cover Letter:

Proponent's name
Business/Organization name (if applicable)
Proponents address
City, State Zip Code

Purchasing Office
2221 Pacific Street
Bellingham, WA 98226

Date: _____

Subject: RFQ Name:

The enclosed response is submitted on behalf of _____ (myself/business name/organization name) in response to the above mentioned Request for Qualifications. Through submission of this document, I/we agree to all of the terms and conditions of the Request for Qualifications.

I/We have carefully read and examined the Request for Qualifications and have conducted such other investigations as were prudent and reasonable in preparing this document. We agree to be bound by statements and representations made in this submittal and to any agreement resulting from the same.

Yours truly,

Legal name of proponent _____

Signature
Typed or printed name of proponent or representative
Title of proponent
,

2008 BRAC APPLICATION
James St @ Abandoned RR #2 Replacement
Bridge No. 397-02-S3

Prepared for:



Submitted by:

Jake Menard, P.E.
DAVID EVANS AND ASSOCIATES, INC.
1115 West Bay Drive N.W., Suite 301
Olympia, WA 98502
360.705.2185

June 2008

SUMMARY

The James St. Rd. Bridges carry traffic over drainage ditches south and north of an abandoned RR. The RR grade is approximately 20 ft. wide where it intersects James St. Rd. The south bridge (Bridge No. 397-02-S2) is a single 25' span and the north bridge (Bridge No. 397-02-S3) is a two span bridge 32' long. Both bridges are structurally deficient timber girder bridges and have Sufficiency Ratings of 32.95 (south bridge) and 11.50 (north bridge). The 2005 load ratings indicate that posting is required for legal loads of 16T, 25T, and 28T for AASHTO 1, 2, and 3 trucks respectively.

This application is for Bridge No. 397-02-S3 since it meets the Sufficiency Rating threshold of 30.0 set by the BRAC committee. The project costs associated with the application account for a single bridge that would replace both structures with a single span precast voided slab bridge. Information for Bridge No. 397-02-S2 is also included for reference, since the intent is to replace it as well.

Due to high ADT (11,500), phased construction is assumed to maintain two-way traffic throughout the project. The extra overhead cost to extend the construction schedule is included in the construction costs. It is assumed that the schedule will extend by 3 months (60 working days).

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APPENDIX C – ACCIDENT DATA (2003 TO 2008)
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BRAC APPLICATION QUANTITIES AND COST ESTIMATE

2008 BRAC APPLICATION
JAMES ST @ ABANDONED RR #2
BRIDGE NO. 397-02-S3

2008 BRAC APPLICATION COST ESTIMATE

JAMES ST. RD. @ ABANDONED RR #1 AND #2

**BRIDGES NO. 397-02-S2 AND 397-02-S3
SINGLE SPAN REPLACEMENT CONCEPT
BRAC COST ESTIMATE SUMMARY**

PE COSTS (25% of Bridge Cost)
(Soils, Environmental, Design Documents, Plans Prep., etc.) \$309,000

RIGHT OF WAY COSTS
(Purchases, Relocation and Construction Easement) \$100,000

CONSTRUCTION COSTS

Bridge Cost	<u>\$1,235,000</u>
Environmental Mitigation	<u>\$50,000</u>
² Approach Costs (15% of Bridge Cost)	<u>\$186,000</u>
Traffic Control	<u>\$150,000</u>
¹ Phased Construction Cost (OH for Extended Schedule, \$2500/Day)	<u>\$150,000</u>
TOTAL CONSTRUCTION COSTS	<u><u>\$1,771,000</u></u>

OTHER COSTS

Construction Engineering (18% of Total Const. Cost)	<u>\$319,000</u>
Contingency (15% of Total Const. Cost)	<u>\$266,000</u>
Mobilization (10% of Total Const. Cost)	<u>\$178,000</u>
Inflation Factor (5% per year, based on 2010 projected Ad date)	<u>\$178,000</u>
TOTAL OTHER COSTS	<u><u>\$941,000</u></u>

TOTAL REPLACEMENT COSTS	<u><u>\$3,130,000</u></u>
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Bridge Area, S.F.	6,160
Unit Cost / S.F.	\$508

1. Phased construction cost assumes 3 Month schedule extension. 20 working Days/month x 3 months x \$2500/Day = \$150,000
2. Approach Costs are assumed to include:
 - Approach Fill
 - CSBC
 - Paving
 - Guardrail
 - Striping/Signage
 - TESC & SPCC
 - Stormwater Treatment

2008 BRAC APPLICATION COST ESTIMATE

JAMES ST. RD. @ ABANDONED RR #1 AND #2

BRIDGES NO. 397-02-S2 AND 397-02-S3 SINGLE SPAN REPLACEMENT CONCEPT BRIDGE COSTS AND QUANTITIES

SPECIAL	ITEM	UNIT	TOTAL	UNIT	ITEM
PROV.			QUANTITY	PRICE	COST
PREPARATION					
SPECIAL	REMOVING EXISTING BRIDGES - BRIDGE NO. 397-02-S2 & 397-02-S3	L.S.	1	\$92,000	\$92,000
DRAINAGE					
STD	QUARRY SPALLS	TON	2.0	\$200	\$400
STD	UNDERDRAIN PIPE 6 IN. DIAM.	L.F.	128	\$25	\$3,200
STD	CATCH BASIN TYPE 1	EACH	4	\$2,000	\$8,000
STD	STORM FILTER VAULT	EACH	2	\$7,500	\$15,000
STRUCTURE					
STD	STRUCTURE EXCAVATION CLASS A INCL. HAUL	C.Y.	100	\$40	\$4,000
STD	SHORING OR EXTRA EXCAVATION CL. A	L.S.	1	\$0	\$0
STD	GRAVEL BACKFILL FOR WALL	C.Y.	100	\$50	\$5,000
STD	FURNISHING & DRIVING CONC. TEST PILES - 16" DIA.	EACH	2	\$10,000	\$20,000
STD	FURNISHING CONC. PILING - 16" DIA.	L.F.	1500	\$125	\$187,500
STD	DRIVING CONC. PILE - 16" DIA.	EACH	30	\$3,500	\$105,000
STD	PILE TIP	EACH	30	\$300	\$9,000
STD	CONC. CLASS 4000P FOR C.I.P. PILING	C.Y.	80	\$800	\$64,000
STD	ST. REINF. BAR FOR BRIDGE	LB.	6615	\$2.00	\$13,230
STD	CONC. CLASS 4000 FOR BRIDGE	C.Y.	50	\$800	\$40,000
STD	SUPERSTRUCTURE -JAMES ST @ ABDN. RR BRIDGE	L.S.	1	\$469,000	\$469,000
AMEND	TRAFFIC BARRIER	L.F.	220	\$150	\$33,000
CEMENT CONCRETE PAVMENT					
STD	BRIDGE APPROACH SLAB	S.Y.	300	\$175	\$52,500
STD	CEMENT CONCRETE SIDEWALK	S.Y.	130	\$100	\$13,000
TRAFFIC					
STD	BEAM GUARDRAIL TRANSITION SECTION TYPE 1	EACH	4	\$1,200	\$4,800

BRIDGE COST ITEM TOTAL		\$1,139,000
BRIDGE AREA	S.F.	6,160
CALCULATED UNIT COST / S.F.		\$190
*BDM UNIT COST / S.F.		\$200
SALES TAX	8.40%	\$95,676
BRIDGE COST WITH TAX		\$1,235,000

* FOR COMPARISON PURPOSES ONLY

2008 BRAC APPLICATION COST ESTIMATE

JAMES ST. RD. @ ABANDONED RR #1 AND #2

**BRIDGES NO. 397-02-S2 AND 397-02-S3
SINGLE SPAN REPLACEMENT CONCEPT
LUMP SUM BREAKDOWN**

SPECIAL PROV.	LUMP SUM ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	ITEM COST
SUPERSTRUCTURE					
-	PRECAST PRESTRESSED 2'-2" VOIDED SLABS	L.F.	1260	\$250	\$315,000
-	CONCRETE CLASS 4000D - DECK	C.Y.	75	\$900	\$67,500
-	CONCRETE CLASS 4000D - DIAPHRAGMS	C.Y.	30	\$900	\$27,000
-	EPOXY-COATED STEEL REINFORCING BARS	LB.	10000	\$3.00	\$30,000
-	STEEL REINFORCING BARS	LB.	3969	\$2.00	\$7,938
-	ELASTOMERIC BEARING PADS	EACH	56	\$100	\$5,600
-	BRIDGE UTILITY HANGERS	LB.	700	\$8	\$5,600
-	CONDUITS	L.F.	500	\$20	\$10,000
			TOTAL LUMP SUM COST		\$469,000
SHORING OR EXTRA EXCAVATION CL. A					
-	SHORING AREAS (IN THE DRY) - LESS THAN 6 FT	S.F.	0	\$10	\$0
-	SHORING AREAS (IN THE DRY) - 6 FT TO 10 FT	S.F.	0	\$15	\$0
			TOTAL LUMP SUM COST		\$0
REMOVAL OF STRUCTURE AND OBSTRUCTION					
-	REMOVAL OF ABANDONED TIMBER PILING	EACH	0	\$500	\$0
			TOTAL LUMP SUM COST		\$0
REMOVING EXISTING BRIDGES - JAMES ST					
-	REMOVAL OF EXISTING BRIDGES (397-02-S2 & 397-02-S3)	S.F.	1824	\$50	\$92,000
			TOTAL LUMP SUM COST		\$92,000

APPENDIX A.
2007 WSBIS INVENTORY & INSPECTION
REPORTS

2008 BRAC APPLICATION
JAMES ST @ ABANDONED RR #2
BRIDGE NO. 397-02-S3



Washington State Department of Transportation

WSBIS Inventory Report

6/20/2008

Structure Identifier	Bridge Number	Owner Code	County Number	City Number	Update
0 8 5 8 2 7 0 0	3 9 7 - 0 2 - S 2	0 4	3 7	0 0 8 0	0

WB	Bridge Name	Location	Section	Township	Range	Latitude	Longitude
7	JAMES STREET @ ABAN RR	1 MI. N. OF SUNSET	1 3	3 8	0 2 E	48° 46' 39.7 0"	122° 27' 50.0 0"

WB	Feature Intersected	Facilities Carried	Region	FIPS Place Code	Legis District (1)	Legis District (2)	Toll	Custodian	Paralel Structure	Temporary Structure	Critical Facility	Median	Hist Sig	Open Closed	Program Year
7	DRAIN DITCH	JAMES STREET	N W	0 5 2 8 0	4 2	0 3	0 4	N	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0 4	B			

WB	Year Built	Year ReBuilt	Bridge Length	NBS Length	Maximum Span Length	Lanes On	Lanes Under	Curb to Curb Deck Width	Out to Out Deck Width	Sidewalk Curb Left	Sidewalk Curb Right	Min Vert Clearance Over Deck	Min Vert Clearance Under Bridge	Code	Min Lat UnderClr Right	Code	Min Lat UnderClr Left	Navigation Control	Navigation Vertical Clearance	Navigation Horizontal Clrnce	Vert Lift Min Clrnce	Appr Roadway Width	Skew Angle	Flare
7	1 9 4 5	0	2 5	.	2 4	2	0	3 1.2	3 3.8	0.0	0.0	9' 9" 9' 9"	0	N	0.0	N	0.0	0	0	0		3 0	0	N

WB	On Under	High Way Class	Service Level	Route Number	Mile Post	ADT on Inventory Route	Truck ADT PCT	ADT Year	Future ADT	Future ADT Year	Linear Referencing System Route	LRS Sub Route	Fed Aid Route	Fed Aid System	Base Hwy Network	Strahnet	Fed Lands Highway	Fed Funct Class	National Truck Net	Lane Use Direction	Horizontal Clearance Route Dir	Horizontal Clearance Reverse Dir	Max Vertical Clearance Route Dir	Detour Length
7	1	5	1	3 0 3 1 0	0.3 0	6 5 0 0	5	1 9 9 7	8 8 0 0	2 0 1 9			5 5 1 1	0	0		1 6	N	2	3 3 1 0				4

WB	Main Span Material	Main Span Design	Appr Span Material	Appr Span Design	Number of Main Spans	Number of Appr Spans	Service On	Service Under	Deck Type	Wearing Surface	Membrane Protection	Fed Deck Load	Design Method	Oper Rtnng Method	Oper Rtnng Tons	Invt Rtnng Method	Invt Rtnng Tons	Design Exception Date	Federal Aid Project	Border State Code	Border State PCT	Border State Structure Identifier
7	7	0 2	0	0 0	1	0	1	5	8	6	0	0	0	W	2 4	W	1 4					

WB	Routine Inspection															Traffic Safety										Sufficiency Rating:																			
7	2	4	0	6	1	2	2	0	0	7	1.0	J P M	G 0 7 0 2	J P T	2	3	9	2	8	8	4	9	N	0	0	0	5	5	9	9	0	6	7	9	N	8	6	9	9	0	0	0	0	Y	32.95

WB	Fracture Critical / UBIT Inspection						Underwater Inspection						Other Special Inspections																																		
7																																															

WB	Proposed Improvements															Inspecting Agency		Seismic Status-Superstruct		Seismic Status-Substruct																						
7	F	A	N	U	3	3	C	G	N	0	1	5	3	1	1	6	0	3	4	2	0	3	1	0	2	6	0	5	0	2	0	0	5	N	2	6						

BRIDGE INSPECTION REPORT

WO CC WE PD
 BAM

Status: Released

Ver Date 6/19/2008
 Printed on: 6/20/2008

Agency: BELLINGHAM
 Program Mgr: Grant D. Griffin

Bridge No. 397-02-S2	Page 1 of 2	Structure Type
Bridge Name JAMES STREET @ ABAN RR 1	Route 30310	Intersecting DRAIN DITCH
Structure ID 08582700	MilePost 0.30	Location 1 MI. N. OF SUNSET

Inspector's Signature JPM IDent# G0702 Co-Inspector's Signature

								Inspections Performed:				
2		Structural Adqcy (657)	N	Pier/Abut/Protect (679)	1945	Year Built (332)	IT	NT	HRS	Date	Rep Type	
3		Deck Geometry (658)	8	Scour (680)	0	Year Rebuilt (336)	Y	24	1.0	6/12/2007	Routine	
9		Underclearance (659)	6	Approach Rdwy (681)	W 24	Oper Rating (551)					Fract Crit	
2		Operating Level (660)	9	Retaining Walls (682)	W 14	Inv Rating (554)					Underwater	
8		Alignment Adqcy (661)	9	Pier Protection (683)	B	Open Close (293)					Special	
8		Waterway Adqcy (662)	0	Bridge Rails (684)	9999	Vert Over Deck (360)					Interim	
4		Deck Overall (663)	0	Transition (685)	0000	Vert Under (374)					Equipment	
9		Drains Condition (664)	0	Guardrails (686)	N	Vert Und Code (374)					Damage	
5		Superstructure (671)	0	Terminals (687)	0.00	Asphalt Depth					Safety	
0		Number Utilities (675)	Y	Revise Rating (688)		Speed Limit					Short Span	
6		Substructure (676)		Photos Flag (691)								
7		Chan/Protection (677)		Soundings Flag (693)								
9		Culvert (678)		Measure Clearance (694)								
							Total: 0.0					
							Suff Rating: 37.25 SD 32.95 SD					

BMS Elements 31 to 800

Element	Element Description	Total	Units	Env	State 1	State 2	State 3	State 4
31	Timber Deck	779	SF		369	340	35	35
117	Timber Sawn Girder	475	LF		375	100	0	0
206	Timber Pile/Column	14	EA		12	2	0	0
216	Timber Abutment	67	LF		47	20	0	0
332	Timber Bridge Railing	50	LF		0	25	25	0
800	Asphaltic Concrete (AC) Overlay	779	SF		579	200	0	0

Notes 0 to 800

<p>0 GENERAL NOTES: Bridge is oriented from south to north. Bridge was identified for replacement in 2005. Replacement bridge is in design phase. Bridge will be replaced as funding becomes available.</p>
<p>11 LOAD RATING: Bridge should be load posted per 2006 load rating. Postings should be: AASHTO 1 = 19 tons, AASTHO 2 = 29 tons, AASHTO 3 = 37 tons.</p>
<p>31 TIMBER DECK: Water is leaking through asphalt onto timber deck and stringers. Timber deck planks at edge of bridge have end rot up to approximately 2.5 inches deep in many areas (Repair No. 1000).</p>
<p>117 TIMBER SAWN GIRDER: Weathering of exterior girders, and extensive water seepage onto exterior girders. All interior girders also show signs of water seepage.</p>
<p>216 TIMBER ABUTMENT: Abutment Cap splice bolts have surface rust. The fill is sloughing at the NW corner.</p>

BRIDGE INSPECTION REPORT

WO CC WE PD
 BAM

Status: Released

Ver Date 6/19/2008
 Printed on: 6/20/2008

Agency: BELLINGHAM
 Program Mgr: Grant D. Griffin

Bridge No. 397-02-S2	Page 2 of 2	Structure Type
Bridge Name JAMES STREET @ ABAN RR 1	Route 30310	Intersecting DRAIN DITCH
Structure ID 08582700	MilePost 0.30	Location 1 MI. N. OF SUNSET

Notes 0 to 800

332 TIMBER BRIDGE RAILING: Timber curbs, which support timber railing, have areas of center rot. Railing on east side is off.
681 APPROACH ROADWAY: Settlement of north approach roadway, likely caused by undermining of timber backwall planks and loss of fill from streamflow.
800 ASPHALTIC CONCRETE (AC) OVERLAY: Asphalt on deck has widespread alligator cracking. Seal repair on many cracks is failing.

Repairs 1000 to 1000

Repair No	Pr	R	Repair Description	Date Noted	Verified
1000	2	B	Replace deteriorating deck, curb and guardrail	7/31/2005	

Inspections Performed and Resources Required

Report Type	Date	IT	Frg	Hrs	Insp	CertNo	Coinsp	Note
Routine	6/12/2007	Y	24	1.0	JPM	G0702	JPT	
Informational	6/19/2008				JPM	G0702		

Sticky Notes

Creator	Created	Table Reference	Notes
			(No sticky notes for this structure)

BRIDGE INSPECTION REPORT

WO CC WE PD
 BAM

Status: Released

Ver Date 6/19/2008
 Printed on: 6/19/2008

Agency: BELLINGHAM
 Program Mgr: Grant D. Griffin

Bridge No. 397-02-S3	Page 1 of 2	Structure Type
Bridge Name JAMES STREET @ ABAND RR2	Route 30310	Intersecting DRAIN DITCH
Structure ID 08582600	MilePost 0.20	Location 1 MI. N. OF SUNSET

Inspector's Signature JPM IDent# G0702 Co-Inspector's Signature

								Inspections Performed:				
2		Structural Adqcy (657)	N	Pier/Abut/Protect (679)	1945	Year Built (332)	IT	NT	HRS	Date	Rep Type	
3		Deck Geometry (658)	8	Scour (680)	0	Year Rebuilt (336)	Y	24	1.0	6/12/2007	Routine	
9		Underclearance (659)	3	Approach Rdwy (681)	W 18	Oper Rating (551)					Fract Crit	
1		Operating Level (660)	9	Retaining Walls (682)	W 11	Inv Rating (554)					Underwater	
8		Alignment Adqcy (661)	8	Pier Protection (683)	B	Open Close (293)					Special	
8		Waterway Adqcy (662)	0	Bridge Rails (684)	9999	Vert Over Deck (360)					Interim	
4		Deck Overall (663)	0	Transition (685)	0000	Vert Under (374)					Equipment	
9		Drains Condition (664)	0	Guardrails (686)	N	Vert Und Code (374)					Damage	
4		Superstructure (671)	0	Terminals (687)	0.00	Asphalt Depth					Safety	
1		Number Utilities (675)	Y	Revise Rating (688)		Speed Limit					Short Span	
5		Substructure (676)		Photos Flag (691)								
8		Chan/Protection (677)		Soundings Flag (693)								
9		Culvert (678)		Measure Clearance (694)								
							Total: 0.0					
							Suff Rating: 12.99 SD 11.50 SD					

BMS Elements 31 to 800								
Element	Element Description	Total	Units	Env	State 1	State 2	State 3	State 4
31	Timber Deck	1,061	SF		461	300	200	100
117	Timber Sawn Girder	646	LF		586	50	10	0
206	Timber Pile/Column	21	EA		17	4	0	0
216	Timber Abutment	67	LF		47	20	0	0
235	Timber Pier Cap	101	LF		41	50	10	0
332	Timber Bridge Railing	68	LF		0	34	14	20
800	Asphaltic Concrete (AC) Overlay	1,061	SF		1,041	20	0	0

Notes 0 to 800
<p>0 GENERAL NOTES: Bridge is oriented from south to north. Bridge was identified for replacement in 2005. Replacement bridge is in design phase. Bridge will be replaced as funding becomes available.</p>
<p>11 LOAD RATING: Bridge requires posting per 2006 load rating. Postings should be: AASHTO 1 = 16 tons, AASHTO 2 = 25 tons, AASHTO 3 = 28 tons.</p>
<p>31 TIMBER DECK: Several deck planks have end rot (Repair No. 10). Deck planks are water stained and moist throughout.</p>
<p>117 TIMBER SAWN GIRDER: The east girder in the south span was found with up to 2.5" of rot when drilled 8/03. The east exterior girder in the north span was found with 4" of rot when drilled 8/03 (Monitor Repair No. 18760). See boring log.</p>

BRIDGE INSPECTION REPORT

WO CC WE PD
 BAM

Status: **Released**

Ver Date 6/19/2008
 Printed on: 6/19/2008

Agency: BELLINGHAM
 Program Mgr: Grant D. Griffin

Bridge No. 397-02-S3	Page 2 of 2	Structure Type
Bridge Name JAMES STREET @ ABAND RR2	Route 30310	Intersecting DRAIN DITCH
Structure ID 08582600	MilePost 0.20	Location 1 MI. N. OF SUNSET

Notes 0 to 800

235 TIMBER PIER CAP:
 East end of intermediate pier cap has 4" of rot as found by drilling 8/03. Isolated areas with 2 in. rot found by drilling on 7/31/05 in the Bent 2 Cap at the west end and center. See boring log (Monitor Repair No. 18579). All other portions of caps found in good condition base on visual inspection and sounding.

332 TIMBER BRIDGE RAILING:
 Timber rail posts weathered, and timber curb which provides support for posts has areas of center rot (Repair No. 10).

800 ASPHALTIC CONCRETE (AC) OVERLAY:
 ACP has several sealed cracks. Some of the seal material is failing. There are some patched areas of ACP.

Repairs 10 to 18760

Repair No	Pr	R	Repair Description	Date Noted	Verified
10	2	B	Replace deck, curb and guardrail	7/31/2005	
18759	M	B	Monitor exterior timber stringer decay.	11/2/1999	
18760	M	B	Monitor timber deck and asphalt overlay.	11/2/1999	

Inspections Performed and Resources Required

Report Type	Date	IT	Frq	Hrs	Insp	CertNo	Coinsp	Note
Routine	6/12/2007	Y	24	1.0	JPM	G0702	JPT	
Informational	6/19/2008				JPM	G0702		

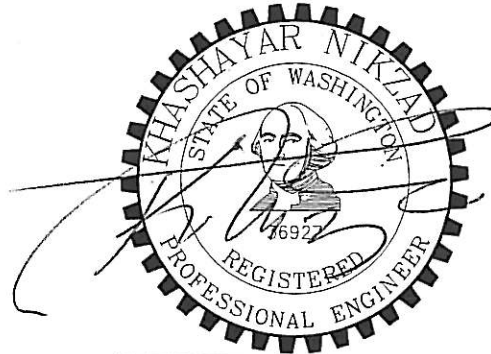
Sticky Notes

Creator	Created	Table Reference	Notes
			(No sticky notes for this structure)

APPENDIX B.
STAMPED LOAD RATING SUMMARIES

2008 BRAC APPLICATION
JAMES ST @ ABANDONED RR #2
BRIDGE NO. 397-02-S3

2005 BRIDGE RATING SUMMARY



EXPIRES 5/18/07

Bridge Name: James Street @ ABAN RR 1
 Bridge Number: 397-02-S2
 Span Types: 1 Span Timber Stringer
 Bridge Length: 25'
 Design Load: Unknown
 Rating By: TRANTECH, J. King
 Checked By: K. Nikzad
 Date: 1/11/2006

Truck	RF	g	Controlling Point
HS-20	<u>0.68</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 1	<u>0.77</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 2	<u>0.82</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 3	<u>0.93</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
OL-1	<u>0.58</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
OL-2	<u>0.46</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>

NBI Rating	RF	Tons(US)	Controlling Point
Inventory	<u>0.40</u>	<u>14</u>	<u>Stringer, +M, Mid-Span</u>
Operations	<u>0.68</u>	<u>24</u>	<u>Stringer, +M, Mid-Span</u>

Remarks:

1. The RF of less than one is due to deterioration of superstructure
2. This Bridge needs to be posted
3. Bridge plans are not available. This bridge has been rated using information from a 1991 load rating report.

2005 BRIDGE RATING SUMMARY



EXPIRES 5/18/07

Bridge Name: James Street @ ABAND RR 2
 Bridge Number: 397-02-S3
 Span Types: 2 Span Timber Stringer
 Bridge Length: 32' 10"
 Design Load: Unknown
 Rating By: TRANTECH, J. King
 Checked By: K. Nikzad
 Date: 1/11/2006

<u>Truck</u>	<u>RF</u>	<u>g</u>	<u>Controlling Point</u>
HS-20	<u>0.51</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 1	<u>0.64</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 2	<u>0.70</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
AASHTO 3	<u>0.71</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
OL-1	<u>0.51</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>
OL-2	<u>0.43</u>	<u>Service</u>	<u>Stringer, +M, Mid-Span</u>

<u>NBI Rating</u>	<u>RF</u>	<u>Tons(US)</u>	<u>Controlling Point</u>
Inventory	<u>0.31</u>	<u>11</u>	<u>Stringer, +M, Mid-Span</u>
Operations	<u>0.51</u>	<u>18</u>	<u>Stringer, +M, Mid-Span</u>

Remarks:

1. The RF of less than one is due to deterioration of superstructure
2. This Bridge needs to be posted
3. Bridge plans are not available. This bridge has been rated using information from a 1991 load rating report.

APPENDIX C.
ACCIDENT DATA (2003 TO 2008)

Corridor Report

City of Bellingham - PWOPS

Monday, June 23, 2008

Corridor: JAMES STREET RD from WOODSTOCK WAY to TELEGRAPH RD

Report Period: Tuesday, June 03, 2003 to Saturday, May 31, 2008

Comments:

BRIDGE PROJECT

JAMES STREET RD at WOODSTOCK WAY

Case Number	Report Number	Day Of Week	Crash Date	Crash Time	Location	Type of Crash	Direction Vehicle 1/Vehilce 2	Severity			Tot Veh
								Fat	Inj	PDO	
08B03813	2864182	Wed	01/30/2008	08:11 AM	JAMES STREET RD at WOODSTOCK WAY	Rear End	NB Thru / NB Thru			X	2
06B53187	2593969	Fri	12/15/2006	05:29 PM	JAMES STREET RD at WOODSTOCK WAY	Right Angle	WB Left / SB Thru			X	2
06B36605	2469235	Sat	08/26/2006	05:21 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	WB Thru / WB Thru			X	2
06B32880	2467111	Thu	08/03/2006	02:11 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	SB Thru / SB Thru			X	2
05B52524	1826430	Sat	12/10/2005	03:08 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	SB Thru / SB Thru			X	3
05B20933	1512551	Mon	05/23/2005	04:08 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	WB Thru / WB Thru			X	2
05B00595	1512022	Wed	01/05/2005	05:04 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	SB Thru / SB Left			X	2
04B34470	1168392	Mon	07/26/2004	10:27 PM	JAMES STREET RD at WOODSTOCK WAY	Fixed Object/Parked Vehicle	WB Right /			X	2
04B22742	1802026	Sat	05/22/2004	04:08 PM	JAMES STREET RD at WOODSTOCK WAY	Fixed Object/Parked Vehicle	WB Thru /			X	1
04B17846	1801462	Fri	04/23/2004	12:03 PM	JAMES STREET RD at WOODSTOCK WAY	Right Angle	WB Left / NB Thru	2			2
04B17185	1355274	Mon	04/19/2004	12:00 PM	JAMES STREET RD at WOODSTOCK WAY	Rear End	WB Thru / WB Thru			X	2

Corridor Report City of Bellingham - PWOPS

Monday, June 23, 2008

Between WOODSTOCK WAY and E ORCHARD DR

Case Number	Report Number	Day Of Week	Crash Date	Crash Time	Location	Type of Crash	Direction Vehicle 1/Vehilce 2	Severity			Tot Veh
								Fat	Inj	PDO	
07B29196	2469433	Fri	07/13/2007	01:23 PM	JAMES STREET RD, 40 ft. North of WOODSTOCK	Rear End	NB Thru / NB Thru	1			3
07B10381	2694128	Wed	03/14/2007	03:50 PM	JAMES STREET RD, 180 ft. North of WOODSTOC	Rear End	NB Thru / NB Thru	1			2
05B39439	1827180	Thu	09/15/2005	01:06 AM	JAMES STREET RD, 455 ft. North of WOODSTOC	Fixed Object/Parked Vehicle	NB Thru /	2			2
08B09832	2864192	Thu	03/13/2008	04:05 PM	JAMES STREET RD, 500 ft. North of WOODSTOC	Rear End	NB Thru / NB Thru			X	2
04B55422	1824679	Thu	12/02/2004	11:23 PM	JAMES STREET RD, 528 ft. North of WOODSTOC	Fixed Object/Parked Vehicle	SB Thru /	1			2
06B08858	2339415	Sat	03/04/2006	04:06 PM	JAMES STREET RD, 572 ft. North of WOODSTOC	Rear End	NB Thru / NB Thru			X	2

JAMES STREET RD at E ORCHARD DR

Case Number	Report Number	Day Of Week	Crash Date	Crash Time	Location	Type of Crash	Direction Vehicle 1/Vehilce 2	Severity			Tot Veh
								Fat	Inj	PDO	
06B19459	2339837	Tue	05/16/2006	05:23 PM	E ORCHARD DR at JAMES STREET RD	Pedestrian/Cyclist Involved	WB Left / WB Left			X	2

Between GILBERT DR and E MCLEOD RD

Case Number	Report Number	Day Of Week	Crash Date	Crash Time	Location	Type of Crash	Direction Vehicle 1/Vehilce 2	Severity			Tot Veh
								Fat	Inj	PDO	
04B29679	1801500	Thu	07/01/2004	02:54 PM	JAMES STREET RD, 111 ft. North of GILBERT DR	Rear End	SB Thru / SB Thru			3	3
06B09718	2339417	Sat	03/11/2006	07:26 AM	JAMES STREET RD, 300 ft. South of E MCLEOD R	Fixed Object/Parked Vehicle	NB Thru /	1			2

Corridor Report

City of Bellingham - PWOPS

Monday, June 23, 2008

Between GILBERT DR and E MCLEOD RD (cont)

Case Number	Report Number	Day Of Week	Crash Date	Crash Time	Location	Type of Crash	Direction		Severity			Tot Veh
							Vehicle 1/Vehilce 2	Fat	Inj	PDO		
05B19257	1824898	Thu	05/12/2005	09:43 PM	JAMES STREET RD, 20 ft. South of E MCLEOD R	Fixed Object/Parked Vehicle	SB Thru /		1			2

Corridor Report

City of Bellingham - PWOPS

Monday, June 23, 2008

Corridor: JAMES STREET RD from WOODSTOCK WAY to TELEGRAPH RD

Report Period: Tuesday, June 03, 2003 to Saturday, May 31, 2008

SEGMENT	FATALS	INJURIES	PDO	TOTALS
At WOODSTOCK WAY	0/0	1/2	10	11
Between WOODSTOCK WAY and E ORCHARD DR	1/2	3/3	2	6
At E ORCHARD DR	0/0	0/0	1	1
Between E ORCHARD DR and GILBERT DR	0/0	0/0	0	0
At GILBERT DR	0/0	0/0	0	0
Between GILBERT DR and E MCLEOD RD	0/0	3/5	0	3
At E MCLEOD RD	0/0	0/0	0	0
Between E MCLEOD RD and TELEGRAPH RD	0/0	0/0	0	0
At TELEGRAPH RD	0/0	0/0	0	0
TOTALS	1/2	7/10	13	21

Corridor Report City of Bellingham - PWOPS

Monday, June 23, 2008

Corridor: JAMES STREET RD from WOODSTOCK WAY to TELEGRAPH RD

Report Period: Tuesday, June 03, 2003 to Saturday, May 31, 2008

SEGMENT	2008	2007	2006	OTHERS	TOTALS
At WOODSTOCK WAY	1	0	3	7	11
Between WOODSTOCK WAY and E ORCHARD DR	1	2	1	2	6
At E ORCHARD DR	0	0	1	0	1
Between E ORCHARD DR and GILBERT DR	0	0	0	0	0
At GILBERT DR	0	0	0	0	0
Between GILBERT DR and E MCLEOD RD	0	0	1	2	3
At E MCLEOD RD	0	0	0	0	0
Between E MCLEOD RD and TELEGRAPH RD	0	0	0	0	0
At TELEGRAPH RD	0	0	0	0	0
TOTALS	2	2	6	11	21

APPENDIX D.
ELECTRONIC PHOTOS



Photo No. 1: Roadway Deck looking north.



Photo No. 2: Roadway Deck looking southwest.



Photo No. 3: Elevation looking west.



Photo No. 4: Elevation looking west.



Photo No. 1: Roadway Deck looking north.



Photo No. 2: Roadway Deck looking northwest.



Photo No. 3: Elevation looking west.



Photo No. 4: Pier 1 looking southwest.



Photo No. 5: Pier 2 looking northwest.



Photo No. 6: Pier 3 looking northwest.

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone
<input type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____	Project Title And Work Description
Federal Aid Number _____	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No _____ % Federal ID Number or Social Security Number _____ Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Completion Date _____ Total Amount Authorized \$ _____ Management Reserve Fund \$ _____ Maximum Amount Payable \$ _____

Index of Exhibits (Check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Exhibit A-1 Scope of Work
<input type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input type="checkbox"/> Exhibit F Overhead Cost
<input type="checkbox"/> Exhibit G Subcontracted Work
<input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input type="checkbox"/> Exhibit H Title VI Assurances
<input type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input type="checkbox"/> Exhibit K Consultant Claim Procedures
<input type="checkbox"/> Exhibit L Liability Insurance Increase
<input type="checkbox"/> Exhibit M-1a Consultant Certification
<input type="checkbox"/> Exhibit M-1b Agency Official Certification
<input type="checkbox"/> Exhibit M-2 Certification - Primary
<input type="checkbox"/> Exhibit M-3 Lobbying Certification
<input type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input type="checkbox"/> App. 31.910 Supplemental Signature Page |
|--|--|

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 between the Local Agency of _____, Washington, hereinafter called the "AGENCY",
 and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I General Description of Work

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

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

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

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

V Payment Provisions

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

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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

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

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

X Changes of Work

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

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

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

XIII Legal Relations

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

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

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

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

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

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

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

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

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

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

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

XIX Execution and Acceptance

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

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant _____ Agency _____

**MINORITY AND WOMEN'S BUSINESS ENTERPRISES
INFORMATION**

The City of Bellingham is required to ensure all MWBE businesses are given the opportunity to participate in the City bid process and to report information on bids awarded to MWBE's.

Completion of this form is voluntary.

To be classified as a MWBE you must be certified through the **Washington State Office of Minority and Women's Business Enterprises**.

Bid Number: _____ Bid Name: _____

Vendor Name: _____

City, State, Zip: _____

Washington State Business License Number: _____

Signature: _____