

AGREEMENT GCA-5639
between the
Washington State Department of Transportation
and the
King County Department of Transportation
for an Independent Project Manager for the
SR 99 ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM

THIS INDEPENDENT PROJECT MANAGER AGREEMENT (the "AGREEMENT") is entered into by and between **KING COUNTY**, a home rule charter county of the State of Washington, through its Department of Transportation (the "COUNTY"), and the **STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION** (the "STATE"), collectively referred to as the "PARTIES" and individually referred to as "PARTY."

WHEREAS, the Alaskan Way Viaduct and Seawall are at the end of their useful lives and are at risk of sudden and catastrophic failure in an earthquake; and

WHEREAS, the STATE and the City of Seattle have been working together since the Nisqually Earthquake in February, 2001, to develop plans for the replacement of the Alaskan Way Viaduct and Seawall; and

WHEREAS, the 2007 Legislature enacted Engrossed Substitute House Bill 1094, which directed the governor of the STATE to convene a collaborative process involving key leaders to determine the final project design for the Alaskan Way Viaduct; and

WHEREAS, pursuant to Engrossed Substitute House Bill 1094, a Tri-Agency Leadership Team, composed of representatives from the STATE, COUNTY and the City of Seattle has been formed to collaboratively study and determine the final design for the replacement of the Alaskan Way Viaduct on the Central Waterfront; and

WHEREAS, the Tri-Agency Leadership Team is responsible for coordinating project delivery for the six Moving Forward Projects announced on March 14, 2007; and

WHEREAS, the Tri-Agency Leadership Team is responsible for developing an emergency action plan in the event of the unplanned loss of the Alaskan Way Viaduct; and

WHEREAS, a structured collaborative process will help all parties participate fully and reach consensus through the collaborative process; and

WHEREAS, in order to meet the final design decision deadline of December 31, 2008, imposed by Engrossed Substitute House Bill 1094, the STATE, COUNTY and the City of Seattle have agreed to employ an Independent Project Manager and Implementation Team to oversee and assist the Tri-Agency Leadership Team through the collaborative process; and

WHEREAS, the STATE will hire and retain CONSULTANT(S), hereinafter referred to as the "CONSULTANT(S)" to fulfill the duties of the Independent Project Manager ("IPM") and Implementation Team; said duties are described in Exhibit A, Scope of Work ("WORK"); and

WHEREAS, the COUNTY has agreed to pay for one-third of the costs associated with the IPM's duties in the "WORK" described in Exhibit A; and

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed that the STATE, COUNTY and the City of Seattle will fund the Independent Project Manager to oversee the collaborative process to determine a solution for the Central Waterfront portion of the program.

1. GENERAL

1.1 The STATE, through its CONSULTANT(S), agrees to perform the WORK as described in Exhibit A, which is attached hereto and by this reference made a part of this AGREEMENT.

2. PAYMENT

2.1 The COUNTY, in consideration of the faithful performance of the WORK to be performed by the IPM as described in Exhibit A, agrees to reimburse the STATE for one-third of the actual direct costs of said WORK authorized under this AGREEMENT, not to exceed a maximum amount of \$158,710.00. The total cost for the IPM's WORK described in Exhibit A is estimated to be \$476,130.00. This cost estimate is described in Exhibit B, which is attached hereto and by this reference made a part of this AGREEMENT.

2.2 Partial payments shall be made by the COUNTY, upon a billing request from the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final billing, all required adjustments will be made and reflected in the final payment. The COUNTY agrees to make payment for the IPM's WORK to be performed by the CONSULTANT(S) within thirty (30) days from receipt of a billing invoice from the STATE.

2.3 The STATE agrees to submit a final billing to the COUNTY within forty-five (45) days after the CONSULTANT(S) has completed the WORK.

3. AMENDMENT

3.1 Either PARTY may request changes to the provisions contained in this AGREEMENT. Such changes shall be mutually agreed upon and incorporated by written amendment to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

4. DISPUTES

4.1 The designated representatives identified herein under Section 6, NOTIFICATION, shall use their best efforts to resolve any disputes which may arise between the PARTIES. If these individuals are unable to resolve a dispute, the responsible project directors of each PARTY shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each PARTY or his or her designee. The PARTIES agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

5. EFFECTIVENESS AND DURATION

5.1 This AGREEMENT is effective upon execution by both PARTIES and will remain in effect until March 31, 2009, or unless otherwise amended or terminated.

6. NOTIFICATION

6.1 Any notice required pursuant to this AGREEMENT shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the PARTIES to this AGREEMENT:

To the STATE: Program Director, Alaskan Way Viaduct & Seawall
Replacement Program
Washington State Dept. of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104

To the COUNTY: Assistant Director for the Office of Regional
Transportation Planning and Transit Oriented Development
King County Department of Transportation
King Street Center
201 S. Jackson St., Rm. 811
Seattle, WA 98104-3856

7. TERMINATION

7.1 This AGREEMENT may be terminated by either PARTY for convenience and without cause upon 30 days advance written notice. In the event of termination, payment will be made by the COUNTY for WORK properly incurred, completed and billed as of the effective date of termination.

7.2 The COUNTY may terminate this AGREEMENT in the event that sufficient funds are not appropriated to cover performance of its responsibilities under this AGREEMENT. Such termination shall be upon thirty (30) calendar days advance written notice of the termination.

8. INDEMNIFICATION

8.1 Each PARTY to this AGREEMENT, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs (including attorney's fees or costs), claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each of the PARTY's own negligent acts or omissions with respect to the provisions of this AGREEMENT. Neither PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the PARTY's own negligence.

8.2 Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY.

8.3 The indemnification, hold harmless, and/or waiver obligation described in this section shall survive the termination of this AGREEMENT.

9. VENUE

9.1 This AGREEMENT shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and COUNTY shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this AGREEMENT shall be brought in the King County Superior Court situated in Seattle, Washington.

10. LEGAL RELATIONS

10.1 It is understood that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

10.2 No joint venture, agent-principal relationship or partnership is formed as a result of this AGREEMENT. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

10.3 This AGREEMENT and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by both Parties.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest date written below.

KING COUNTY
DEPARTMENT OF TRANSPORTATION

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By

Harold Taniguchi
Director

Date

APPROVED AS TO FORM:

Signature

By (print)

Title

Date

By

Ron Paananen
Program Director

Date

APPROVED AS TO FORM:

Signature

By (print)

Assistant Attorney General
Office of the Attorney General

Date

**ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT
PROGRAM**

**CENTRAL WATERFRONT TRI AGENCY PARTNERSHIP
INDEPENDENT PROJECT MANAGER PROCESS**

UNDER AGREEMENT Y-9631

TASK NO. AJ

SCOPE OF WORK

(EXHIBIT A)

SUMMARY

The CONSULTANT was recently selected to assist the STATE in identifying alternatives for the final replacement for the Alaskan Way Viaduct (AWV) on the central waterfront. The CONSULTANT has identified an Independent Project Manager who will assemble and lead a Partnership Process Implementation Team (PPIT). This team is tasked to organize, implement and document the Partnership Process as defined for the central waterfront for the Alaskan Way Viaduct and Seawall Replacement Program. The Independent Project Manager (IPM) will report directly to the Tri Agency Management Team (Management Team). The Management Team is comprised of senior leadership from the Washington State Department of Transportation (WSDOT), the Seattle Department of Transportation (SDOT), and the King County Department of Transportation (KCDOT). The Management Team in turn is charged with making recommendations to the Tri Agency Leadership Team (Leadership Team). The Leadership Team is composed of the WSDOT Deputy Secretary, the SDOT Director, and the KCDOT Director. The Leadership Team in turn will forward their recommendations to the Governor of Washington, the Mayor of Seattle, and the King County Executive on the final replacement for the AWV on the central waterfront through the Partnership Process.

The duration of this assignment for the IPM team is December 10, 2007 through March 1, 2009. The IPM team will deliver a final report identifying alternatives for the final replacement for the AWV on the central waterfront to the Leadership Team no later than the end of November 2008. After submittal of the final report, the IPM will assist the Management Team in communicating the recommendations and basis for recommendations to the public, elected officials, and agency staff.

APPROACH

The IPM team is charged with assembling the PPIT to organize, implement and document the Partnership Process resulting in a recommendation for the replacement of the AWV in the central waterfront section. Some coordination with the STATE's AWVSRP six "Moving Forward" projects and "Emergency Action Plan" may be required. The IPM and the PPIT will direct and rely on support from existing staff, consultants, and existing information provided by the three agencies. The goal of the IPM will be to provide an independent and neutral assessment of alternatives for meeting the guiding principles of the process and assisting with presentations to the public, elected officials, and agency staff. It is not anticipated that this team will be responsible for generating new data or information. The IPM and PPIT will not be responsible for formulating an independent recommendation on a course of action, but will be responsible for guiding and overseeing the process used by the Management and Leadership Teams for identifying a recommended course of action.

OBJECTIVES

1. Through the partnership process, the IPM and the PPIT will be responsible for delivery of a summary of alternatives and findings to the Management Team and will assist the Leadership Team in formulating a preferred alternative for replacement of the central section of the AWV.
2. The alternatives and recommendation will be the result of a truly cooperative process involving the three agencies and the Stakeholders Advisory Committee (SAC). The final recommendation will be one that has achieved a general consensus of the SAC and endorsement by the Management Team.

ROLE OF CONSULTANT

The CONSULTANT as prime contractor will supply the IPM, be responsible for overall project management and management of the partnership process, perform all environmental analysis work, and have lead responsibility for the development of all presentations and reports.

The CONSULTANT will be assisted in this effort by others who will provide the following support:

- A Strategic Advisor for transportation planning and traffic analysis and modeling, and be responsible for all transportation planning, modeling and traffic analysis and engineering work.
- A Strategic Advisor for design and be responsible for all design related activities and cost estimating reviews.
- Staff for assisting the Tri Agency Team in the planning and conduct of the SAC process.
- Staff to support the team with constructibility reviews and cost reviews.
- Staff to support the team in the area of geotechnical reviews.

SCOPE OF WORK

The following defines the detailed Scope of Work and Work Breakdown Structure (WBS) for the project:

Task 1.0 Project Scoping and Early Action

Objectives

- Develop background information and knowledge sufficient to formulate a more detailed proposal for a Systems Level Evaluation Process utilizing the resources available through the STATE's AWV and I-5 Projects, the City Of Seattle's Urban Mobility Plan (UMP) and King County's transit planning resources.
- Develop a draft and final scope of work for IPM and PPIT activities from project start through March 1, 2009. The draft scope will be reviewed by the STATE with comments provided to the CONSULTANT. The final scope of work will incorporate the STATE's comments and become the basis for the CONSULTANT's cost estimate.

Approach

- Arrange for a kickoff meeting with the STATE and selected members of the current AWV design team to confirm project goals and objectives, become familiar with the AWV project to date and begin the assembly of project information and materials.
- Attend the first SAC meeting to gain additional information and knowledge.
- Meet with the Management Team composed of Ron Paananen (WSDOT), Ron Posthuma (KCDOT) and Robert Powers (SDOT) to gain their insights on the AWV project and collaborative process.

Assumptions

- The STATE's Notice to Proceed (NTP) for the IPM and PPIT work was December 10, 2007.
- The initial PPIT will consist of representatives from the CONSULTANT and others. Additional team member firms may be added at a later date with the consent of the STATE.
- Staff resources of the STATE, City, and County currently engaged in AWV, I-5 and UMP (including their consultant teams) will be made available to the IPM and PPIT as needed to complete the team's work.
- The PPIT will, for the most part, use information and data previously developed, or currently in development, to complete their work. The PPIT will not generate new data, but may assemble existing data into new alternatives. If these new alternatives require detailed analysis (e.g., traffic modeling), it will be done by the STATE, City or County resources, including their consultants.

Deliverables

- A draft and final scope of work and a draft PPIT cost estimate.
- A final, negotiated scope of work and PPIT cost estimate (budget).

TASK 2.0 PROJECT MANAGEMENT

Objectives

- To effectively manage the PPIT's work for the duration of the project including, but not limited to, establishing project management controls scaled to the needs of the STATE and the project team, regular reporting and communications protocols, cost accounting and invoicing, change management and administrative support.

Approach

2.1 Project Management Controls

2.1.1 Schedule

Based on the final STATE-approved scope of work, the CONSULTANT will produce a schedule for all of the PPIT's activities. The schedule will also incorporate key SAC dates and ongoing activities of the STATE (AWV and I-5 Project Teams), and City (UMP Team) that may influence the PPIT activities. The PPIT schedule will be updated monthly.

2.2.2 Cost Reporting

An initial spending plan will be developed by the CONSULTANT based on the approved scope of work and budget over the duration of the project (14 months). The CONSULTANT will then report monthly expenditures of the PPIT to the STATE against the original spending (budget) plan. Any significant deviations (+/-) will be explained.

Due to the consultative nature of this work and the inability to accurately predict outcomes or level of effort needed to produce deliverables, it is not possible to accurately assign "earned values" to tasks and deliverables. Consequently, Earned Value Management (EVM) will not be applied on this project.

2.2 Reporting and Communications

The CONSULTANT will submit a monthly Progress Report to the STATE with each invoice. The monthly report will include, as a minimum, work activities and tasks completed during the month, activities planned for the next month, project issues and concerns, schedule progress, and budget expended to date.

The CONSULTANT will also develop a Communication Plan (Plan) that will clearly define communication protocols (within the team, STATE, other consultants, the media and legislature) for the duration of the project. The Plan, in conjunction with the project schedule (2.1.1), will also define regular meetings with the Management Team, SAC and others as necessary.

The CONSULTANT will prepare meeting agendas for all project meetings. Meeting summary notes will be prepared and distributed for all key meetings.

2.3 Change Management

Again, due to the consultative nature of this work, it is difficult to clearly define the scope of work and level of effort needed at the outset of activities. Therefore, as the project evolves it is highly likely that the scope of work and level of effort may change (increase or decrease). All changes will be noted in monthly reporting to the STATE. If the change involves an increase in the approved budget, a formal Task Order Amendment will be developed by the CONSULTANT and submitted to the STATE.

2.4 Administrative Support

Internally, the PPIT will be supported by the CONSULTANT's specialists in accounting and contracts to handle billing and subcontract administration, respectively. In addition, the CONSULTANT's staff includes project coordinators, technical editors, production specialists, word processors and graphic artists, all available to support the team at the STATE's request.

Further, the CONSULTANT can provide additional administrative and clerical support for the PPIT, SAC or others if it is deemed that this support will facilitate and expedite the overall collaborative process.

Assumptions

- The CONSULTANT will assume responsibility for all PPIT subcontracts and subcontract administration.
- The PPIT will have ready access to all STATE, City and County staff (including their consultants) engaged in the AWW project or UMP.
- The preferred scheduling tool is MS Project.
- EVM and reporting is not required for this Task Order.

Deliverables

- Monthly invoices and progress reports.
- Monthly updates to the project schedule.
- Task Order Amendments, as necessary.
- Meeting agendas for all meetings, and meeting summary notes for all key meetings.

2.5 Other STATE Project Management Requirements

Deliverables

The CONSULTANT will prepare monthly progress reports as noted above, which will be submitted with the invoices. Other deliverables will include those cited above.

Costs for the deliverables will be tracked by the following STATE cost control account numbers:

Task Numbers	MDL	Cost Code
AJ -1 IPM Support	PC-09.01	MBP19.9621AJ001.0000
Other Direct Costs	PC-09.01	MBP19.9631AJ099.0000

Anticipated Deliverable Schedule

Submittal of deliverables cited in this Scope of Work will follow attached schedule (Attachment 1). This is a level of effort task order.

Progress Reporting

All deliverables for this task order are level-of-effort. Progress will be determined by dividing the accumulated actual hours by the approved budget, per the STATE's cost control number.

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Cost Management

- The CONSULTANT shall establish a Cost Management System that allows for the collection, progressing, and reporting by hours and dollars on project deliverables as defined in WSDOT's Master Deliverable List.
- Baseline Budget is defined as the original contract value.
- Current Approved Budget is defined as the original contract value plus approved change orders.
- Estimate at Completion is defined as the cumulative actual plus estimate to complete.
- Progress Methodology is defined for each deliverable in the WSDOT Master Deliverable List, or as listed in this task order under Progress Reporting.
- The CONSULTANT shall submit their monthly cost data to the AWVSR Program Management Office in an electronic and hard copy format that will be provided by the STATE, no later than the 7th working day of each month.
 - Baseline Budget
 - Approved Budget
 - Period Actual
 - Cumulative Actual
 - Estimate to Complete
 - Estimate at Completion
 - Physical Percent Complete
- WSDOT will email the CONSULTANT the appropriate cost data spreadsheet prior to the 7th working day of each month.
- Timely submission of updates is of significant and crucial importance to the management of this project. Lack of or late receipt of updates diminishes their value to the STATE.
- Budget curves for the work described will be developed by the STATE.

CONSULTANT's Cost Computations

The CONSULTANT's Cost Computations are included as Exhibit D and E and by reference are made part of this Task Order.

TASK 3.0 MANAGEMENT OF THE PARTNERSHIP PROCESS

Objectives

- To assist the Tri Agency in developing a detailed approach for the Waterfront Partnership Process Systems that will lead to a decision by the Management and Leadership Teams with regard to a preferred solution for the central section of the AWV Corridor.
- To gain consensus among the Tri Agency on the detailed approach and methodologies to be employed to complete the process.
- To provide day-to-day management of the agreed upon approach and process.

Approach

3.1 Systems Approach Process

The CONSULTANT will develop a detailed process to implement a Systems Approach to the identification and evaluation of alternatives for the study area. The Approach will include methods for the development of alternative elements falling into the broad categories of Transit Elements, Surface Street Elements, SR 99 Elements, I-5 Elements and Other Elements (Transportation System Management [TSM] and Transportation Demand Management [TDM] strategies, for example). The Approach will identify procedures for screening elements and formulating a most promising short list, and then combining the surviving elements into corridor level systems solutions sets. Procedures will be developed for evaluating the corridor level solutions and formulating both a corridor level and SR 99 recommendation. The agreed upon approach will be adopted by the STATE, the City and the County to guide all supporting work.

3.2 Tri Agency Partners Work Plan

The CONSULTANT will work with the Management and Leadership Teams to develop agreement on the proposed Approach to the development and evaluation of alternatives. This is likely to involve multiple iterations, modifications and review steps of the procedures for identifying and evaluating alternatives. Once a Systems Approach Process is agreed to by the Tri Agency Partners, the CONSULTANT will assist the Tri Agency Partners in developing a detailed work plan that will identify the roles and responsibilities of the staff and other consultant team resources at the disposal of the STATE, City of Seattle and King County.

3.3 On Going Management

The CONSULTANT will provide on-going, day-to-day management of the Partnership Systems Evaluation Process once it has been agreed to by the Tri Agency Partners.

Assumptions

- The overall approach will generally follow that outlined in “The Alaskan Way Viaduct Collaborative Process Memorandum of Understanding” executed by the Tri Agency Partners.
- The Tri Agency Partners will provide the resources of the STATE’s AWV and I-5 Teams, the City of Seattle’s UMP Team, and King County’s transit planning staff to perform the detailed alternatives development and evaluation work.
- The CONSULTANT’s primary role will be to manage and provide independent oversight of the process once the process is agreed to by the Tri Agency Partners.
- The CONSULTANT may identify develop concepts for additional project elements and review and suggest alternative procedures for developing and evaluating project elements, but will not perform any significant level of independent design or detailed evaluation.

Deliverables

- Draft and Final Systems Evaluation Work Program, identifying the general scope, as well as roles and responsibilities of the CONSULTANT, the Tri Agency Partners and the AWV, I-5, UMP and King County teams.
- Draft and Final Systems Evaluation Process Working Memorandum, outlining the general approach to the process, screening criteria to be used and the detailed evaluation procedures.

- Draft and Final Working Memorandum summarizing the Long List of Building Block Elements, categorized as Surface Street Elements, Transit Elements, Other Elements, and SR 99 Elements.
- Draft and Final Working Memorandum summarizing the results and findings of the Screening of Building Block Elements and Short List of Most Promising Building Block Elements.
- Draft and Final Working Memorandum summarizing the Corridor Level Scenarios to be evaluated in the second round of evaluation.
- Day-to-day oversight of the process, which may involve a variety of written communications that will be documented in the monthly progress reports.
- Attendance at weekly meetings of the Tri Agency Management Team and Bi-Weekly Meetings of the Tri Agency Leadership Team.

TASK 4.0 STAKEHOLDERS ADVISORY COMMITTEE (SAC) STAFFING & SUPPORT

Objectives

- To assist the Tri Agency Team in development of a plan to communicate the Systems Evaluation approach and results to the SAC.
- To assist the Tri Agency Team on how best to structure stakeholder meetings and discussions.
- Provide ongoing strategic planning support to the Tri Agency team to help guide the process towards the eventual selection of a sustainable and broadly supportable approach.
- Attend and participate in SAC meetings, including presentations as determined appropriate.

Approach

4.1 Process Design and Integration

The CONSULTANT will assist the Tri Agency Team in the development of and ongoing revisions to a plan for knitting the technical work of the Systems Evaluation Process (Attachment 2), policy considerations and AWV SAC into a cohesive approach. This would include devising specific strategies for bringing key work products to the stakeholder body. It also may include a mid-course review, as necessary, of the overall process design.

4.2 Meeting Planning

The CONSULTANT will provide ongoing advice and support to the Tri Agency Team and the relevant public involvement consultants on how best to structure stakeholder discussions to elicit informed discussion on the technical issues under consideration. This would also include working with the team on effective methods to present and seek feedback on technically dense materials.

4.3 Strategic Planning Support

The CONSULTANT will provide ongoing strategic planning support to the Tri Agency Team to help guide the overall Tri Agency Team process to the eventual selection of a sustainable and broadly supportable approach. This component will have two specific elements: (1) assisting the Tri Agency Team before each stakeholder meeting to develop integrated perspectives to bring as a straw man, and (2) then working with the Team post-meeting to consider the stakeholder feedback and develop strategies to integrate the various perspectives into an evolving proposal.

4.4 Meeting Tracking and Observations

The CONSULTANT will attend all AWW SAC meetings and participate, as required, including the making of presentations to the SAC as appropriate to communicate the on-going Systems Evaluation process and results and conclusions. In addition, the CONSULTANT will observe deliberations and provide ongoing feedback and advice. Finally, the CONSULTANT may take an active role in some of the discussions.

Assumptions

- It is assumed that there will be a total of 13 SAC meetings.
- In addition it is assumed that there will be up to 2 other meetings associated with each SAC meeting, a preparatory meeting before and a debriefing meeting after, for a total of 26 additional meetings.

Deliverables

- Draft and Final Systems Evaluation Approach Communications Plan.
- Comment on selected meetings agendas and related materials.
- Brief post-meeting memoranda summarizing observations and feedback.
- Up to 12 presentations to the SAC.

TASK 5.0 TRANSPORTATION PLANNING AND TRAFFIC ANALYSIS SUPPORT

Objectives

The CONSULTANT will provide oversight, guidance and independent assessment of the transportation planning and analysis for the Tri Agency Partnership Process, working cooperatively with the AWW, I-5 and UMP Teams, and other agency staff and consultant teams.

Approach

5.1 Travel Model Review

The CONSULTANT will review the City of Seattle's travel demand forecast for applicability in the Tri Agency Partnership process analysis. This task may include, but is not limited to, the following: 1) coordinate with UMP and AWW consultants on model parameters; 2) independent review of model capabilities for this undertaking – with particular attention to the transit/alternative modes forecast elements; 3) coordinate agreement between UMP and AWW teams as to how all alternatives will be evaluated – from a common model or otherwise appropriate methods; 4) provide oversight to any refinements to the travel demand forecasting tool; 5) provide a framework for key measures where the travel model would be a primary source of information (for example, origin/destination data, mode share data, freight activity, travel time information, changes in volumes between scenarios, and input to motor vehicle analysis; 6) provide weekly oversight for eight (8) weeks as UMP and AWW teams prepare a forecast to assure they are coordinating and preparing findings based upon the agreed upon methods. The key outcome of this subtask will be determination of a forecast process for the partnership process to utilize.

5.2 Analysis Tools Review

The CONSULTANT will consider available transportation analysis tools and their applicability to the Tri Agency Partnership process. This task may include, but is not limited to the following: 1) review of tools available from AWV, I-5 and UMP teams; 2) appropriate use of simulation (such as VISSIM, Corsim) for highway network conditions and/or surface street analysis tools (such as Synchro, SimTraffic) for downtown streets; 3) establishing baseline condition tools for a collaborative process of evaluation of alternatives – who will apply the tools and what input data source shall be utilized; 4) review of measures of performance and the appropriate UMP/AWV team member for production of information; 5) review of analysis results. The key outcome of this subtask will be agreement on the analysis measures and tools that can provide travel time data for the options to be considered.

5.3 Data Assessment

The CONSULTANT will review available data collection that is being utilized as the baseline condition. This task may include, but is not limited to, the following: 1) review of transportation count and survey data; 2) consideration of information that decision makers or SAC members would utilize in their deliberations; 3) assessment of possible updates or gaps in data that would aid decision making process; 4) identification of data collection methods, locations, techniques to fill any updates/gaps prior to the assessment tasks to be conducted. Items such as updated cordon line (screen line) counts through downtown Seattle, and freight segmentation analysis would be examples of possible updated data. The key outcome of this subtask will be to facilitate the provision of data useful in the decision making process prior to assessment effort being undertaken.

5.4 Performance Measures Review

The CONSULTANT will review the development of performance measures by the UMP team and those utilized by the AWV team. The CONSULTANT will also review transportation planning measures to determine that they can be reasonably analyzed for alternative comparison and measured within the time constraints and transportation planning methodologies available. The CONSULTANT will recommend refinements to performance measures building from the established guiding principles – focusing on the key question: what needs to be looked at in terms of transportation planning for the appropriate principles to help guide comparison of project elements/alternatives that will help make a decision.

5.5 Options/Elements Development and Documentation

Substantial effort has occurred to develop improvements and measures in downtown Seattle. A wide range of transportation improvements have been identified by the STATE associated with the AWV. Because many of the improvements by themselves would not represent alternatives to the AWV, the transportation improvements from the AWV, UMP, I-5 and associated groups will be organized into groups and summarized. A gap assessment will be conducted with the IPM Team to determine if any other elements or options exist and if any new groupings of elements would be appropriate. The key outcome of this subtask will be transportation planning input to documentation in a matrix/summary format of the project elements and their role in meeting the guiding principles.

5.6 Screening/Packaging review

The elements/options from Task 5.5 will be screened with analysis and input from the AWV, I-5 and UMP teams. A transportation planning framework will be developed for screening and packaging options and elements. This will be done in a matrix format relating the guiding principles that the element/option addresses. Anticipated results from the elements will be summarized (for example, key transportation planning results that would be expected to be achieved) to allow the evaluation to verify what level of performance is forecast to be realized. The performance would be related to the performance measures

developed earlier in the process. The outcome of this subtask will be transportation input to the screening and packing process.

5.7 Evaluation/Analysis Review

The evaluation phase will involve two levels of transportation planning review. First, there will be coordinating the roles of UMP, AWV and I-5 resources to conduct transportation analysis to support the Tri Agency Partnership process. This will involve meeting with all groups and identifying where available information/analysis exists related to performance measures and alternatives. It is anticipated that substantial updated analysis will be required from the I-5, UMP and AWV teams to produce information regarding the guiding principles and performance measures. This first level will be to assure that there are not gaps in available data/analysis to fulfill the evaluation process. Second, there will be a review of the transportation planning evaluation/analysis materials that are produced by the AWV, UMP, and I-5 teams. This review will focus on the: 1) approaches and methods utilized to ensure the information is being applied properly; 2) an assessment of results in a comparative circumstance for the alternative packages that have been developed; 3) gaps in information that become apparent that are needed to aid the evaluation/decision process. The outcome of this subtask will be oversight to the transportation analysis performed by others and the organization of information to aid decision making.

5.8 Refined Packaging/Preferred Scenario Review

Once the transportation planning analysis is complete, it will be necessary to refine the packages of alternatives to build a preferred scenario. Working with the IPM team, elements and options will be reviewed to determine a preferred scenario that best addresses the guiding principles and performance measures based upon that analysis conducted on the packages. Transportation planning input will include the screening summary, documentation of a preferred scenario and the refinements to the preferred scenario.

Assumptions

- All transportation analysis and support will be conducted by UMP, AWV and I-5 team/consultants.
- Travel model refinement will be conducted by UMP team and/or AWV consultants.
- Agency coordination on forecasts, including WSDOT, SDOT, KCDOT, and Sound Transit, will be performed by the STATE.
- Data collection will be provided outside this contract, if necessary (counts, surveys).
- Web resources for documentation will be provided by others.
- Documents will be provided in .pdf format by others to produce, as needed.

Deliverables

- Working memorandum on data collection overview and gap assessment.
- Working memorandum on transportation forecasting tools.
- Working memorandum summarizing key transportation planning questions and relationship to performance measures.
- Transportation planning and analysis input to all of the deliverables listed in Task 4, the Draft and Final Reports listed in Task 9, and the PowerPoint presentations listed in Task 9.

TASK 6.0 DESIGN REVIEW

Objectives

The objective of this task is to conduct the necessary design review to support the Tri Agency Team in the development of a recommendation for replacing the AWV.

The CONSULTANT will be responsible for collecting and reviewing information already created by the AWV project team, the I-5 project team, the UMP team, and KCDOT. The CONSULTANT will assimilate the technical data already produced on the project and work closely with agency staff and consultant teams to fill in any gaps. In addition to identifying new alternatives, previous alternatives that have been considered and rejected may be reconsidered, and/or reconfigured.

After reviewing background documents, the CONSULTANT shall participate in a collaborative process with the Tri Agency Team to reconfirm the Guiding Principals including goals and objectives for the project, screening criteria, and the evaluation process.

The CONSULTANT will also conduct an independent review of construction costs for the proposed alternatives, as well as a high level phasing and constructibility review.

The CONSULTANT shall participate in a WSDOT led Cost Risk Analysis (CRA) for the recommended alternative.

Approach

6.1 Data Collection and Review of Work to Date

- The CONSULTANT will review existing and current AWV Central Waterfront, UMP, I-5, and King County documents to develop a basic understanding of the analysis, design, and cost estimating work completed to date as well as any on-going work. The CONSULTANT will also develop a basic understanding of the phasing and constructibility issues associated with the previous work.
- The CONSULTANT will also attend presentations by the WSDOT, AWV and I-5 teams, the SDOT UMP team, and KCDOT as part of the effort to understand work done to date, and on-going work.
- The CONSULTANT will conduct site visits to assess and confirm existing road conditions. The CONSULTANT will meet with SDOT, WSDOT, the Port of Seattle, the railroads and franchise utility staff to resolve any questions about existing conditions, and potential impacts to their facilities.
- The CONSULTANT will identify additional work to be completed by the STATE's, the City's and the County's teams that is determined needed to reach decisions on a course of action.

6.2 Identify and Support Possible Alternative Refinements

- The CONSULTANT shall work with the Tri Agency Team and the SAC to prepare a Long List of Building Block Improvement Elements based on information provided from WSDOT, SDOT, and KCDOT. The CONSULTANT may identify additional Improvement Elements of its own to supplement those provided by the Tri Agency staff and consultant teams. The Long List of Elements will include actions grouped into the following categories:
 - Transit Elements

- Surface Street Elements
- I-5 Elements
- SR-99 and Seawall Replacement Elements
- Other Elements
- The CONSULTANT will provide independent design, cost estimating, and constructibility reviews for the screening of the Long List of Improvement Elements. Those elements found not consistent with the goals and objectives for the project will be dropped. A Short List of Elements will be created from those that pass the screening process.

6.3 Guide and Support Improvement Elements Evaluation

- The CONSULTANT shall provide assistance to the Tri Agency Team in developing the evaluation criteria, and evaluation methodology.
- From the Short List of most promising elements, the CONSULTANT will assist the Tri Agency Team in identifying Corridor Level Scenarios that may include surface street elements, transit elements, and I-5 elements along with improvements to SR-99 and other actions such as TDM and TSM measures. Up to a total of five Corridor Level Scenarios will be identified. The Corridor Level Scenarios will be reviewed with the SAC prior to being finalized.
- The CONSULTANT will manage the review of the Corridor Scenarios and compile a summary evaluation based on the information produced by the Tri Agency staff and consultant teams. The evaluation will include a review of the construction costs, constructibility issues, and construction phasing concepts.
- The CONSULTANT will present the results of the alternatives evaluation to the Tri Agency Team and the SAC.
- The CONSULTANT will document the results of the evaluation process. Based on the information developed by the Tri Agency staff and the STATE's and City's consultant teams, the CONSULTANT will identify how each alternative either meets or does not meet the criteria, and how they compare to one another. Documentation will form the basis for a final report as well as presentations to the Tri Agency Team, as well as the SAC.
- The CONSULTANT will oversee the development of all information used by the Tri Agency Team to formulate a recommended solution for the corridor, but the CONSULTANT will not make an independent recommendation to the Tri Agency Team.

6.4 Cost/Risk Analysis (CRA) Support

- The CONSULTANT will participate in the presentation of the Tri Agency's recommended corridor solution to the WSDOT led Cost Risk Analysis (CRA) Team.
- The CONSULTANT will be available to answer questions and attend sessions throughout the CRA process.

Assumptions

- The STATE will provide all base maps, aerial photographs for the CONSULTANT to use in identifying potential alternatives.

- The CONSULTANT will identify concepts for the long list of solutions, and the Tri Agency staff will provide the design development to sufficiently understand the advantages and disadvantages of each concept for comparison in the screening process and the corridor scenario evaluations.
- The Tri Agency staff will provide written descriptions and graphics for each item on the Long List of Improvement Elements.
- The CONSULTANT will follow the existing graphic standards when creating new exhibits to maintain consistency with the work done to date.
- The STATE will provide names and contact information for representatives of all relevant stakeholders.
- The STATE will provide updated cost estimates for all alternatives including land cost information. The CONSULTANT will provide independent cost estimate review.

Deliverables

- Long List of Building Block Improvement Elements.
- Brief written description of the Long List of Building Block Improvement Elements.
- Draft Technical Memorandum documenting results of the evaluation process.
- Written review comments on the technical design sections for the Draft Alternatives Analysis Report.
- Final Technical Memorandum documenting results of the evaluation process.

TASK 7.0 ENVIRONMENTAL

Objectives

To support the development and review of potential options for assuring NEPA and SEPA environmental compliance for the Systems Evaluation Process.

Approach

7.1 Review Existing Environmental Work

The CONSULTANT will review the environmental analysis and existing conditions information that has been developed by the AWV project and by other efforts in the Central Waterfront, including WSDOT's I-5 project and the City of Seattle's UMP. The CONSULTANT will also review existing work to identify potential data gaps that may exist.

7.2 NEPA/SEPA Process Review and Guidance

This subtask will identify and confirm potential approach for achieving NEPA and SEPA environmental clearance for the individual or collective set of Central Waterfront strategies or actions that are expected to be recommended through the Tri Agency Partnership process. This effort will address implications to the existing AWV NEPA/SEPA effort, and will also include coordination with likely state, federal and local parties that would be responsible for implementing or approving elements of the Central Waterfront strategy. This subtask would be an early start item designed to identify key issues in the NEPA/SEPA process, but discussions will need to be conducted throughout the screening process and through the

identification of the Preferred Central Waterfront strategy, as the scope of collective and individual actions becomes defined in more detail.

Assumptions

This task group assumes that detailed environmental information will be available for baseline environmental conditions as well as for options and actions being considered through the AWV project, the I-5 project and the UMP.

Deliverables

Draft and Final versions of:

- Technical Memorandum on Available Environmental Information and Initial Data Needs.
- Central Waterfront Strategy NEPA/SEPA Compliance Recommendations.

8.0 URBAN DESIGN (ON HOLD)

9.0 REPORT PRODUCTION, GRAPHICS AND PRESENTATIONS SUPPORT

Objectives

- Produce a Draft and Final Report highlighting the Tri Agency Partnership Evaluation process.
- Produce presentations including supporting graphic materials to be used at public meetings and meetings of the SAC.

Approach

9.1 Final Report

The CONSULTANT will produce a Draft and a Final Report along with an Executive Summary that documents the process, findings and recommendations of the entire Tri Agency Partnership Evaluation process. All documents will be written in a "reader friendly" format and rely heavily on graphical communication tools. The Executive Summary will be a full color document that will be incorporated into the Final Report and also serve as a stand alone document.

9.2 Presentations

The CONSULTANT will produce up to 12 presentations in PowerPoint format to be used at the Management meetings, SAC meetings and other public forums as determined by the STATE.

Assumptions

- The CONSULTANT will be solely responsible for producing the draft and final versions of all reports and PowerPoint presentations.
- The STATE will provide substantial support through the AWV and I-5 Teams, the UMP Team and the King County staff in the development and production of some of the graphical materials, maps and illustrations of the improvement concepts.

- The STATE will provide substantial support through the AWV and I-5 Teams, the UMP Team and the King County staff in the development and production of text related to the descriptions of improvement elements.
- The Draft and Final Report will reflect the joint conclusions reached by the CONSULTANT and the Management Team.

Deliverables

- 25 hardcopies and one electronic copy of a partial color Draft Report of approximately 150 pages.
- 25 hardcopies and one electronic copy of a full color Draft Executive Summary of approximately 10 pages.
- 100 hardcopies and one electronic copy of a partial color Final Report of approximately 150 pages.
- 500 hardcopies and one electronic copy of a full color Final Executive Summary of approximately 10 pages.

One electronic copy of 10 PowerPoint presentations of up to 50 slides each.

List of Attachments and Exhibits

Attachment 1 – Scope of Work Schedule

Attachment 2 – Systems Evaluation Process Flowchart

Exhibit D – Prime Consultant’s Cost Computations (Cost Estimate)

Exhibit E – Sub Consultant’s Cost Computations (Cost Estimate)

Attachment 1

AWV Partnership Systems Evaluation Process

Scope of Work Schedule

TASK	2007	2008												2009		
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1 PROJECT SCOPE AND EARLY ACTION																
1.1 Draft Scope and Budget	█															
1.2 Final Scope and Budget		█														
2 PROJECT MANAGEMENT																
2.1 Project Management Controls																
2.1.1 Schedule		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.2.2 Cost Reporting		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.2 Reporting and Communications			█	█	█	█	█	█	█	█	█	█	█	█	█	█
2.3 Change Management				█	█	█	█	█	█	█	█	█	█	█	█	█
2.4 Administrative Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█
3 MANAGEMENT OF PARTNERSHIP PROCESS																
3.1 Systems Approach Process			█	█	█	█	█	█	█	█	█	█	█	█	█	█
3.2 Tri Agency Partners Work Plan			█	█	█	█	█	█	█	█	█	█	█	█	█	█
3.3 On Going Management				█	█	█	█	█	█	█	█	█	█	█	█	█
4 SAC STAFFING & SUPPORT																
4.1 Process Design and Integration			█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.2 Meeting Planning			█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.3 Strategic Planning Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█
4.4 Meeting Tracking and Observations			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5 TRANSPORTATION PLANNING & TRAFFIC ANALYSIS																
5.1 Travel Model Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.2 Analysis Tools Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.3 Data Assessment			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.4 Performance Measures Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.5 Options/Elements Development and Documentation			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.6 Screening/Packaging Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.7 Evaluation/Analysis Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
5.8 Refined Packaging/Preferred Scenario Review			█	█	█	█	█	█	█	█	█	█	█	█	█	█
6 DESIGN REVIEW																
6.1 Data Collection and Review of Work to Date			█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.2 Identify and Support Possible Alternative Refinements			█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.3 Guide and Support Improvement Elements Evaluation			█	█	█	█	█	█	█	█	█	█	█	█	█	█
6.4 Cost/Risk Analysis Support			█	█	█	█	█	█	█	█	█	█	█	█	█	█
7 ENVIRONMENTAL REVIEW																
7.1 Review Existing Environmental Work			█	█	█	█	█	█	█	█	█	█	█	█	█	█
7.2 NEPA/SEPA Process Review and Guidance			█	█	█	█	█	█	█	█	█	█	█	█	█	█
8 URBAN DESIGN																
<i>Task on Hold</i>																
9 REPORT PRODUCTION, GRAPHICS AND PRESENTATIONS																
9.1 Final Report																
9.1.1 Draft Final Report																
9.1.2 Final Final Report																
9.1.3 Draft Executive Summary																
9.1.4 Final Executive Summary																
9.2 Presentations																

Attachment 2 AWV Partnership Systems Evaluation Process

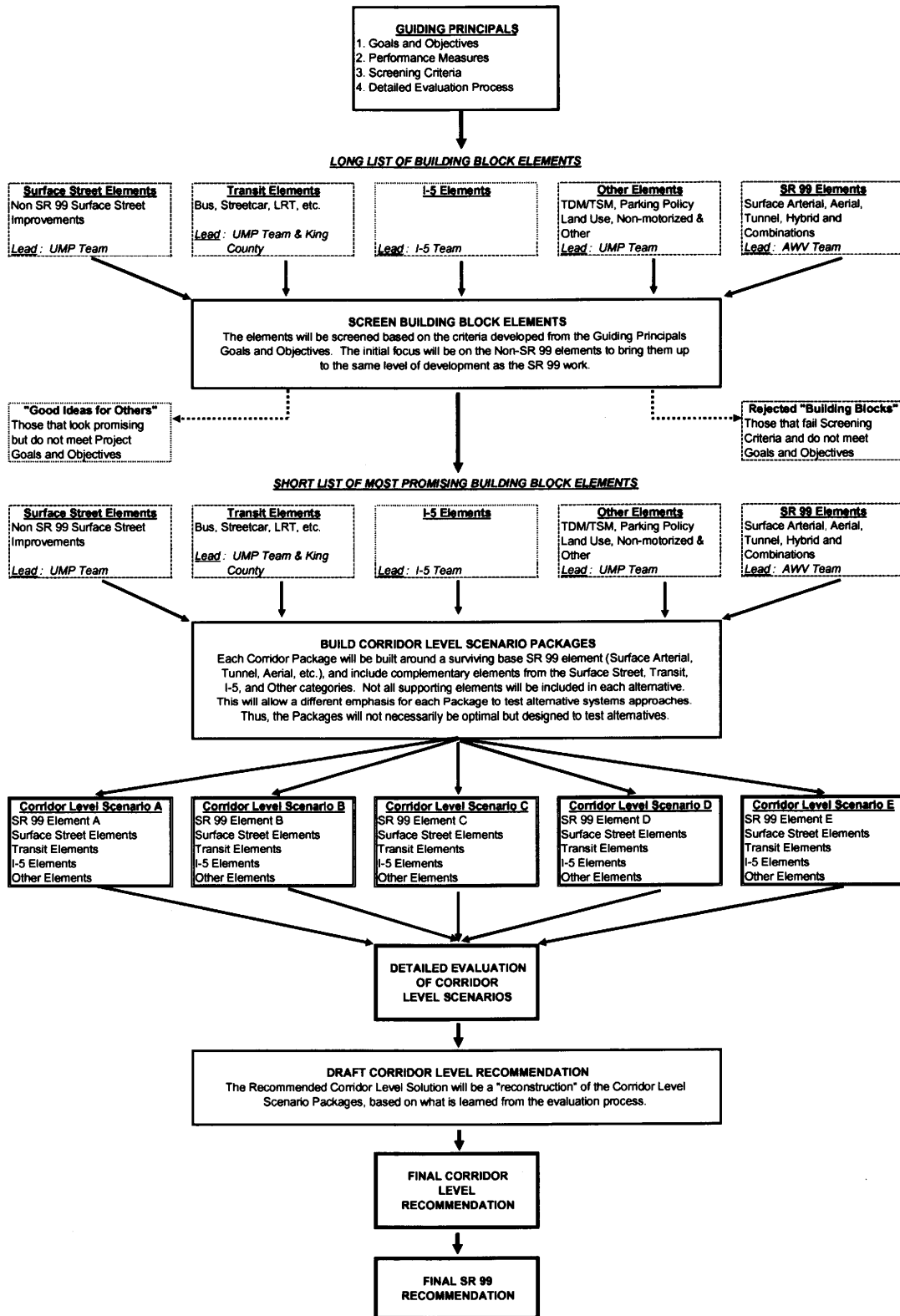


EXHIBIT B
GCA

SCOPE OF WORK

Cost Estimate

Direct Labor Costs:	Total Estimated	Direct Labor	Total Direct
Labor Category	Hours	Rate	Costs
Independent Project Manager	1662	\$86.53	\$ 143,812.86
Sub-Total Direct Salary Cost			\$ 143,812.86
5% Salary Escalation for 75% percent of Direct Salary Cost			\$ 5,393.00
<u>Total Direct Salary Cost</u>			<u>\$ 149,205.86</u>
Overhead Costs:			
Audited Overhead 189.11% of Direct Salary Cost	189.11%		\$ 282,163.20
Fixed Fee:			
30.00% of Direct Salary Cost	30.00%		\$ 44,761.76
			Total Labor Costs \$ 476,130.82