

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Washington State Department of Transportation - Noll Road Improvements

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 05/20/2015
- Approved by the City Council: 05/20/2015
- Completion: 06/31/2019
- Recorded:
- Certificate of Liability:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department:
- Mayor

Nicole Stephens

City Clerk

06/17/2015

Date



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

June 3, 2015

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

Mr. Andrzej Kasiniak
Asst. Public Works Director-Engineering
City of Poulsbo
PO Box 2275
Poulsbo, Washington 98370

RECEIVED
JUN 08 2015

**City of Poulsbo
Noll Road Improvements
STPUS-6691(001)
Advance Construction Authorization**

Dear Mr. Kasiniak:

We have received FHWA Advance Construction fund authorization, effective June 2, 2015, for this project as follows:

PHASE	TOTAL	AC-FEDERAL
AC-Preliminary Engineering	\$925,000	\$800,000

Advance Construction authorization means you may proceed with this phase of work, but all costs incurred that are eligible for federal reimbursement must be covered with local funds until additional federal funds are made available by FHWA. We anticipate converting your project to regular funding after June 2015. You will be notified when this has occurred, at which time billings can be processed for federal reimbursement.

Once you have received notification that your project has been converted you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Local Agency Agreement LA-8668 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with right of way and/or construction is contingent upon receipt and approval of your environmental documents.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Fed: Stephanie Tax
Manager, Program Management
Local Programs

ST:ds:ac
Enclosure

cc: Neal Campbell, Olympic Region Local Programs Engineer, MS 47440



Local Agency Agreement

Agency City of Poulsbo
 Address 200 NE Moe Street
Poulsbo, WA 98370

CFDA No. **20.205**
 (Catalog of Federal Domestic Assistance)
 Project No. STPUS-6691(001)
 Agreement No. LA: 8668
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Noll Road Improvements Length 2.06
 Termini SR305 (South) to Lincoln Road (North)

Description of Work

See attached Description of work

RECEIVED

JUN 08 2015

Project Agreement End Date: 6/2019
 Proposed Advertisement Date: _____

Claiming Indirect Cost Rate
 Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
<u>86.5</u> % a. Agency	50,000.00	6,750.00	43,250.00
b. Other Consultant	824,855.00	111,355.00	713,500.00
c. Other Eligible non-fed	145.00	145.00	
Federal Aid Participation Ratio for PE d. State	50,000.00	6,750.00	43,250.00
e. Total PE Cost Estimate (a+b+c+d)	925,000.00	125,000.00	800,000.00
Right of Way			
_____ % f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
n. Other			
_____ % o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	925,000.00	125,000.00	800,000.00

Agency Official
 By Jeffrey B. McIntyre
 Title Deputy Mayor, City of Poulsbo

Washington State Department of Transportation
 By [Signature]
 Director, Local Programs

Date Executed MAY 29 2015

Construction Method of Financing (Check Method Selected)

State Ad and Award

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of
\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, _____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

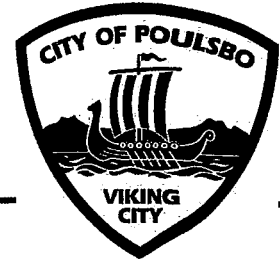
XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

City of Poulsbo

Public Works, Engineering Department



May 5, 2015

Mr. Neal Campbell
Local Programs Engineer
WSDOT H&LP
P.O. Box 47440
Olympia, WA 98504-7440

Re: Noll Road Improvements Project Local Agency Agreement Project Description

Dear Mr. Campbell:

The following is the Description of Work for the City's Local Agency Agreement (form number 140-039EF) regarding the Noll Road Corridor Project.

The project will connect SR305 to NE Lincoln Road via Noll Road, Languanet Lane and Maranatha Road. The project will include roadway, street lighting, sidewalk, bike lane and shared use path improvements in various configurations through the corridor. The project will realign Noll Road from ¼ mile south of Poulsbo Elementary school to SR305 (new roadway). It will also include intersection improvements (roundabout or traffic signal) at the new intersection in the vicinity of Johnson Road and possible intersection traffic control at the Noll Road intersection. Utility relocation/replacement will occur as needed. New water/sewer will be installed as needed in the new roadway segment.

We look forward to working with WSDOT Local Programs on this project. Please contact me any time at 360-394-9750 if you have any questions, comments or concerns.

Sincerely,

CITY OF POULSBO

A handwritten signature in black ink, appearing to read "Diane Lenius", is written over the typed name.

Diane Lenius, PE
Assistant City Engineer

Enclosures

cc: Michael Bateman, City of Poulsbo
Phil Struck, Parametrix



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2016

Mr. Andrzej Kasiniak
Asst. Public Works Director-Engineering
City of Poulsbo
PO Box 2275
Poulsbo, Washington 98370

**City of Poulsbo
Noll Road Improvements
STPUS-6691(001)
Advance Construction Authorization**

Dear Mr. Kasiniak:

We have received FHWA Advance Construction fund authorization, effective June 14, 2016, for this project as follows:

PHASE	TOTAL	FEDERAL	AC-FEDERAL
AC-Right of Way	\$1,681,353	\$500,000	\$899,875

Advance Construction authorization means you may proceed with this phase of work, but all costs associated with the AC-Federal share must be covered with local funds until additional federal funds are made available by FHWA. We anticipate converting the AC-Federal share to regular funding after October 2016. You will be notified when this has occurred, at which time billings can be processed for federal reimbursement.

As a condition of authorization you must show continuous project progress through monthly billings, until your project is complete. Failure to show continuous progress may result in your project becoming inactive per 23 CFR 630.106(a) (5) and subject to de-obligation of all federal funds and agreement closure.

Enclosed for your information and file is a fully executed copy of Supplement Number 1 to Local Agency Agreement LA-8668 between the state and your agency. All costs exceeding those shown on this agreement are the sole responsibility of your agency.

In addition, this supplement modifies your PE funds to a total of \$925,000 (\$800,125 federal share).

FHWA requires projects utilizing federal funds for preliminary engineering or right of way to advance to construction. If this project is unable to proceed to construction, any expended federal funds must be repaid.

WSDOT authorization to proceed with construction is contingent upon receipt of your Right of Way Certification.

You may proceed with the administration of this project in accordance with your WSDOT approved Certification Acceptance agreement.

Sincerely,

Stephanie Tax
Manager, Program Management
Local Programs

ST:hj:ac
Enclosure

cc: Neal Campbell, Olympic Region Local Programs Engineer, MS 47440



Local Agency Agreement Supplement

Agency City of Poulsbo		Supplement Number <u>1 H5</u>
Federal Aid Project Number STPUS-6691(001)	Agreement Number LA 8668	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on May 29, 2015

All provisions in the basic agreement remain in effect except as modified by this supplement.

The changes to the agreement are as follows:

Project Description

Name Noll Road Improvements Length 2.06

Termini SR305 (South) to Lincoln Road (North)

Description of Work No Change

Reason for Supplement

Obligation of ~~Construction~~ Funding

Right of Way H5

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 6/2019

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: _____

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE					
<u>86.5 %</u> a. Agency	50,000.00		50,000.00	6,750.00	43,250.00
b. Other Consultant	824,855.00	145.00	825,000.00	111,375.00	713,625.00
c. Other Eligible Non-Fed	145.00	-145.00	0.00	0.00	
Federal Aid Participation Ratio for PE d. State	50,000.00		50,000.00	6,750.00	43,250.00
e. Total PE Cost Estimate (a+b+c+d)	925,000.00		925,000.00	124,875.00	800,125.00
Right of Way					
<u>86.5 %</u> f. Agency		1,318,753.00	1,318,753.00	178,032.00	1,140,721.00
g. Other Consultant		224,600.00	224,600.00	30,321.00	194,279.00
Federal Aid Participation Ratio for RW h. Other Eligible Non-fed					
i. State		75,000.00	75,000.00	10,125.00	64,875.00
j. Total R/W Cost Estimate (f+g+h+i)		1,618,353.00	1,618,353.00	218,478.00	1,399,875.00
Construction					
k. Contract					
l. Other					
m. Other					
n. Other					
Federal Aid Participation Ratio for CN o. Agency					
p. State					
q. Total CN Cost Estimate (k+l+m+n+o+p)					
r. Total Project Cost Estimate (e+j+q)	925,000.00	1,618,353.00	2,543,353.00	343,353.00	2,200,000.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By Jeffrey R. McElinty
 Title Mayor pro-tem, City of Poulsbo
May 24th 2016

Washington State Department of Transportation

By Kyle R. McKeon
 Director, Local Programs
 Date Executed JUN 09 2016

Agency City of Poulsbo		Supplement Number 1 H5
Federal Aid Project Number STPUS-6691(001)	Agreement Number LA 8668	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director of Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Supplemental Agreement Number <u>1</u>		Organization and Address Parametrix, Inc. 4660 Kitsap Way, Suite A Bremerton, WA 98312	
Original Agreement Number		Phone: 360-377-0014	
Project Number	Execution Date 7/27/2015	Completion Date 12/31/2017	
Project Title Noll Rd Imprvmnts-Prelim & Final Phase 1 Design	New Maximum Amount Payable \$ 647,000.00		
Description of Work No change to Description of Work.			

The Local Agency of City of Poulsbo
desires to supplement the agreement entered into with Parametrix, Inc.
and executed on 07/27/2015 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change to Scope of Work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to work completion date.

III

Section V, PAYMENT, shall be amended as follows:

Please see Exhibit A.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Parametrix, Inc.
[Signature]
Consultant Signature

By: City of Poulsbo
[Signature]
Approving Authority Signature
8/26/15
Date

EXHIBIT A

City of Poulsbo
Noll Road Improvements
Preliminary and Final Phase 1 Design

Hourly billing rates for Parametrix labor shall be 3.15 times the actual direct salary rate of the individual staff person performing the work. The billing rates will be based on the actual direct salary rates at the time work is performed, not subject to negotiations at 12 month intervals.



Supplemental Agreement Number <u>02</u>		Organization and Address Parametrix, Inc. 4660 Kitsap Way, Suite A Bremerton, WA 98312	
Original Agreement Number		Phone: 360-377-0014	
Project Number <p style="text-align: center;">234-2237-089</p>	Execution Date 7/27/2015	Completion Date 12/31/2017	
Project Title Noll Rd Imprvmnts-Prelim & Final Ph 1 Design	New Maximum Amount Payable \$ 647,000.00		
Description of Work Prepare right-of-way plans, project funding estimate, noise analysis and direct discharge analysis.			

The Local Agency of City of Poulsbo
desires to supplement the agreement entered into with Parametrix, Inc.
and executed on 7/27/2015 and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A for additional Scope of Work items.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to work completion date.

III

Section V, PAYMENT, shall be amended as follows:

Please see Exhibit B. Transfer \$161,433.00 of existing budget to tasks described in Exhibit A. Previously approved tasks from which budget is being transferred will be rescoped and rebudgeted in the future.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

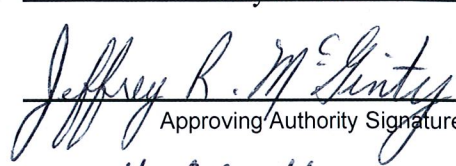
If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Parametrix, Inc.



Consultant Signature

By: City of Poulsbo



Approving Authority Signature
4-20-16

Date

EXHIBIT A - SCOPE OF WORK

City of Poulsbo Supplemental Agreement No. 02

Right-of-Way Obligation Support, Noise Analysis, Direct Discharge Analysis

Task 1 – Right-of-Way Plans

Objective: Prepare Right of Way (ROW) plans for permanent ROW acquisitions and formal Temporary Construction Easements (TCE's).

Activities:

- Determine locations of existing ROW limits and parcel lines for parcels from which additional ROW will be acquired.
- Establish limits of new ROW acquisitions and Temporary Construction Easements (TCE's), based on preliminary design plans.
- Prepare Right of Way plan sheets at 1"=50' in WSDOT format.
- Submit ROW plans to City and WSDOT for review, and revise ROW plan to incorporate comments.

Deliverables:

- Right of way plans for all three phases of the Noll Road Corridor, approximately 2.1 miles from SR 305 to Lincoln Road.

Assumptions:

- Up to 27 permanent ROW acquisitions will be shown on the ROW plans.
- Up to 5 TCE's will be shown on the ROW plans.
- There will be a maximum of two right of way plan submittals to WSDOT.
- The City will provide title reports for all the parcels from with ROW will be acquired.
- Parcels on which only minor work is anticipated (such as fence replacement) will not require a TCE and will not be shown on the ROW plan.

Task 2 – Project Funding Estimate

Objective: Prepare a Project Funding Estimate (PFE) to provide an initial estimate of the cost to acquire additional Right-of-way (ROW) and Temporary Construction Easements (TCE's) for the entire 2.1 mile corridor.

Activities:

- Coordinate completion of a PFE through a state licensed and WSDOT approved appraiser. The PFE will be prepared in accordance with the City's approved Right of Way Acquisition procedures, and WSDOT's Local Agency Guidelines – Section 25 (Right of Way Procedures).
- As part of the PFE, prepare individual parcel worksheets to estimate the amount of just compensation using comparable sales data determined by the appraiser and information obtained from project approved Right of Way plans.
- Combine all parcel worksheets into a project summary worksheet for review by the City. (Note: for those parcels that qualify for the Appraisal Waiver process, the individual parcel worksheets described above will later be converted to Administrative Offer Summary (AOS) worksheets in-lieu of Appraisal).
- Submit PFE to City and WSDOT, and revise to reflect comments received.

Deliverables:

Project Funding Estimate for acquisitions on the entire 2.1 mile corridor.

Assumptions:

- The PFE will include ROW acquisitions on up to 27 separate tax parcels, and TCE's on up to 5 separate tax parcels.
- There will be a maximum of two PFE submittals to WSDOT.

Task 3 – Noise Analysis

Objective: Analyze and document potential noise impacts from construction of the project.

Activities:

- Conduct a reconnaissance of the project study area to identify all of the land uses and locate noise sensitive properties within 500 feet of the project as described in 23 CFR Part 772. Note physical and terrain features that affect noise propagation and features that may be altered during construction.
- Conduct a noise study for the project area based on the guidelines presented in the current Federal Aid Policy Guide, Sub-chapter H, Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise, and the WSDOT Traffic Noise Abatement Policy and Procedures (2011).
- Conduct noise measurements at sites as needed to calibrate the traffic noise model and to ensure complete description of existing noise levels that are representative of the land uses along the proposed alignments. At each measurement site, traffic counts will be conducted concurrently with the noise measurements. All noise sources will be noted and those that may interfere with future mitigation determination will be identified.

- Validate the noise model - traffic volumes that are counted during the noise measurement survey will be modeled, using the FHWA Traffic Noise Model (TNM) and the resulting sound levels will be compared with the measured sound levels to reach close agreement. The use of shielding and alpha factors may be needed to adjust modeled receptor noise levels and will be used in consultation with the WSDOT Acoustic Program Manager or designee. Once the model has been calibrated, existing peak hour traffic will be used with speed limit speeds to calculate existing peak hour noise levels. In locations where there are no existing roadways, noise measurements, along with support from the noise model where possible, will be used to represent the existing noise level.
- Model the future year traffic noise level with and without the proposed project using the FHWA Traffic Noise Model (TNM) or other appropriate model agreed upon by FHWA and WSDOT Acoustics section. Peak hour noise in the design year for each alternative will be modeled at selected noise sensitive receptors based on forecast traffic volumes. Modeling must be adequate to accurately predict the noise levels at each of the receptors, assess the number of properties within 500 feet of the project that are impacted or will be impacted and determine the increase in traffic noise and amount of reduction to each outdoor area as a result of mitigation.
- Identify noise impacts using the WSDOT policy. Summarize findings in a Noise Analysis Technical Memorandum.
- Submit Noise Analysis to City and WSDOT, and revise to reflect comments received.

Deliverables:

- Noise Model Data files (electronic version).
- Record of field measurements and traffic counts.

Assumptions:

- An estimate of 12 to 16 noise monitoring sites will be needed for this project. All measurements will be conducted for 15 minute sampling periods during daytime off-peak hours (10 AM to 4 PM) when traffic is moving freely.
- Noise measurements at those areas with no existing roadways will be taken for 30 minutes with simultaneous traffic counts at the closest operating roadways. The measured data and traffic counts will be used to help establish the existing noise levels in those areas with no existing roadways.
- There will be a maximum of two Noise Analysis submittals to WSDOT.

Task 4 – Direct Discharge Analysis and Permitting

Introduction:

This Scope of Work and Budget describes work to be performed by Sealaska Environmental Services (SES) to assist the City in developing a plan and obtaining permits for a stormwater direct discharge that would serve portions of the Johnson Parkway project, and potentially other development in the southeast area of the City.

The Scope of Work generally consists of the following elements:

- Evaluate stormwater direct discharge and treatment options for the Johnson Road-SR305 intersection area.
- Develop preliminary design of stormwater direct discharge and treatment options and assess feasibility, cost and permitting/mitigation requirements.
- Coordinate with Kitsap County Public Works to assess options for County participation in stormwater in the project area.
- Prepare environmental documentation and permit applications and assist the City in obtaining permits for the preferred direct discharge option, including Shoreline Substantial Development Permit (SSDP) from Kitsap County and Hydraulic Project Approval (HPA) from Washington Department of Fish and Wildlife (WDFW).

SES tasks for this first phase of work are generally described as follows:

- Task 5A. Concept development consisting of basin analysis and plans showing preliminary direct discharge options.
- Task 5B. Permit applications consisting of SSDP and JARPA forms and associated Shoreline Mitigation and Preliminary Drainage Plans.
- Task 5C. Meetings and coordination with the City, County and other project stakeholders.

The following tasks describe the specific objectives, activities, deliverables and assumptions.

Subtask 4A – Concept Development

Objective: Develop stormwater direct discharge and treatment options for the Johnson Road- SR305 intersection area.

Activities:

- Compile and review existing environmental information including SCS Soil Surveys, NWI mapping, FEMA mapping, Kitsap County GIS data, WDFW PHS and other relevant sources.
- Perform wetland and stream reconnaissance to identify potential wetlands and streams that may be within the limits of the direct discharge outfall or treatment site footprint. Map stream and marine ordinary high water mark (OHWM) limits using hand held GPS.
- Delineate basin areas and identify future conveyance flows for both the existing condition and future build out condition.
- Identify potential direct discharge options to include the following:
 - The existing ditch on undeveloped Johnson Road right of way that is owned by Kitsap County.
 - A new stormwater treatment facility and direct discharge to an existing outfall on property located adjacent to Fjord Drive that is currently owned by Kitsap County.
- Prepare a preliminary geotechnical assessment of the Kitsap County property to determine feasibility and suitability for use as a stormwater treatment site.

- Prepare a schematic plan showing direct discharge options.
- Prepare planning level cost estimates for each option.
- Prepare a summary table comparing direct discharge options, including cost, right of way, proposed treatment BMPs and permitting criteria.

Deliverables:

- Concept plans in half sized plan format.
- Basin summary map and flow calculations.
- Preliminary geotechnical assessment consisting of a site map, test pit logs, and SCS soil survey map.
- Summary table comparing direct discharge options.

Assumptions:

- Treatment flow volumes for the roadway and roundabout, and any other project that is being considered within the contributing basin will be provided by others. All flow volume calculations and data will be suitable for inclusion in the Preliminary Drainage Report and will be stamped by the engineer of record that prepared the calculations.
- The City will prepare the calculations for the basin analysis to develop both treatment and conveyance flows. SES will provide basin mapping and report preparation.
- The preliminary geotechnical assessment will consist of shallow test pit excavation at up to 10 locations on the Kitsap County property to determine shallow soil and perched aquifer conditions. Test pit excavation using a small, low impact tracked excavator or Bobcat is assumed sufficient due to shallow cemented till and high groundwater that is anticipated to be encountered at depths of less than 3-ft below the ground surface. Test pit excavation will be performed by SES.
- Up to four test pits will be converted to shallow piezometers that may be used for monitoring groundwater levels pursuant to treatment wetland design criteria. Monitoring effort is not included in this scope of work.
- Mapping of stream limits and marine ordinary high water mark will be done using hand held GPS.
- No wetlands are located within the limits of the proposed direct discharge improvements footprint.
- Survey information will consist of public domain LiDar and GIS. No site specific survey will be required.
- Any required mitigation will be provided within the project limits.

Subtask 4B – Permit Applications

Objective: Prepare permit applications necessary to obtain land use and environmental approval for the direct discharge option.

Activities:

- Coordinate a pre-application staff consultation with Kitsap County to discuss SSDP requirements and process.
- Prepare JARPA form for submittal to Kitsap County for the SSDP.

SCOPE OF WORK (continued)

- Prepare the Kitsap County Shoreline Substantial Development Permit (SSDP) application.
- Prepare SEPA Environmental Checklist for submittal to Kitsap County.
- Prepare preliminary engineering drawings to support the permit applications.
- Prepare a Habitat Management Plan/Shoreline Mitigation Plan per the Kitsap County Critical Area Ordinance and Shoreline Master Program requirements for work within the shoreline buffer zone.
- Prepare a Preliminary Drainage Report to submit with the SSDP.
- Coordinate with Kitsap County and the City through the permitting process regarding status of permit review and approvals.
- Coordinate and attend the Kitsap County Hearing Examiner public hearing for the SSDP.
- Compile and deliver final permit applications.

Deliverables:

- Kitsap County SSDP application in hard copy and pdf format.
- JARPA application in hard copy and pdf format.
- SEPA Environmental Checklist in hard copy and pdf format.
- Preliminary engineering plans in hard copy and pdf format.
- Habitat Mitigation Plan in hard copy and pdf format.
- Preliminary Drainage Plan in hard copy and pdf format.

Assumptions:

- Work will be performed above mean higher high water and no permit from the Corps of Engineers will be required.
- Existing ditch and pipe outfall point of discharge will be used by the project. New outfalls
- Scope does not include a separate WSDOT Environmental Classification Summary (ECS) form for the direct discharge portion of the road project.
- An allowance of up to 14 hours of agency coordination during the permit review and Hearing Examiner process is included to revise, expand or otherwise modify the permit applications and supporting documentation.
- A maximum of five engineering plan sheets will be prepared, consisting of the following:
 - Cover Sheet and Site Plan.
 - General Notes.
 - Grading and TESC Plan.
 - Typical Sections and Details.
 - Planting Plan.

Subtask 4C – Meetings and Coordination

Objective: Meet with the City, project team, stakeholders and regulatory agencies to coordinate project issues and applications.

Activities:

- Meet with the design team and City to coordinate design and permitting.
- Coordinate with Kitsap County Public Works to assess options for County participation in the project.
- Coordinate with WDFW and the Suquamish Tribe on the proposed direct discharge.
- Provide task management and administration.

Deliverables:

- Agendas and meeting minutes for regulatory agency meetings.
- Monthly progress reports.

Assumptions:

- Project duration is estimated at four months.

Task 5 – Project Management and Coordination

Objective: Monitor and manage scope, schedule and budget, and periodically coordinate with the City to review project status.

Activities:

- Develop work plan identifying major work elements, deliverables, milestones and schedule.
- Coordinate activities of project team and subconsultants.
- Provide on-going project management (scope, schedule, budget, invoicing, etc.).

Deliverables:

- Routine correspondence including monthly progress reports.
- Noise Analysis Technical Memorandum.

Exhibit B - Budget
Supplemental Agreement No. 2

PROJECT: Noll Road Improvements, Right of Way, Noise, Direct Discharge Budget

4/18/2016

CLIENT: City of Poulsbo

PMX #	PHASE	TASK	STAFF	BILL RATES	PM McReynolds	PE Smith	Traffic, Gonzalez	Eng II	M Wide	Sun OC Pusey	PLS J. Krennitz	Survey Tech J. Miano	WPR/Proc Cost M Hour	TOTAL HOURS	PMX Labor Cost	UFS Subcontractant Cost	Michael Moor Subcontractant Cost	Stalaska Subcontractant Cost	TOTAL COST
2	1	Right of Way Plans																	
		Property line survey for right of way takes			6	5				8	72	84		176	\$22,611				\$22,611
		Establish ROW and TCE Requirements			2	24		16						42	\$6,562				\$6,562
		Right of Way Plans (1"=50' per WSDOT norms)			4	12				12	72	128		228	\$28,624				\$28,624
		City/MSDOT Review and Revisions			2	8				4	12	24		50	\$6,814				\$6,814
		Subtotal			14	50	16	16	24	24	156	236		496	\$84,612				\$84,612
2	2	Project Funding Estimate																	
		Project Funding Estimate			2	4		8						14	\$1,987	\$24,200			\$26,187
		City/MSDOT Review and Revisions			2	2		2						6	\$1,009	\$2,420			\$3,429
		Subtotal			4	6	10	10						20	\$3,006	\$26,620			\$29,626
2	3	Noise Study																	
		Draft Noise Study			2	4		8						14	\$2,604		\$15,650		\$18,254
		City/MSDOT Review and Revisions			2	2		8						4	\$905		\$17,400		\$2,505
		Subtotal			4	6	8	8						18	\$3,409		\$17,400		\$20,809
2	4	Stormwater Direct Discharge																	
		Concept Development																	
		Permit Applications																	
		Meetings and Coordination																	
		Subtotal																	
2	5	Proj. Mgmt, Meetings and Coordination																	
		Coordination and meetings			6	6				4				18	\$3,550				\$3,550
		Proj. Mgmt and Admin			8									24	\$2,871				\$2,871
		Subtotal			16	6				4			16	42	\$2,871				\$2,871
		Labor Subtotal at Current Salary Rates			38	68	8	26	28	28	156	236	16	576	\$73,897	\$26,620	\$17,400	\$43,516	\$161,433
		DIRECT COSTS																	
		Subtotal Direct Costs																	\$161,433
		Project TOTAL																	\$161,433



Supplemental Agreement Number <u>3</u>		Organization and Address Parametrix, Inc. 60 Washington Ave., Ste 390 Bremerton, WA 98337	
Original Agreement Number		Phone: 360-377-0014	
Project Number	Execution Date 7/27/2015	Completion Date 12/31/2017	
Project Title Noll Rd Imprvmnts-Prelim & Final Phase I Design	New Maximum Amount Payable \$ 647,000.00		
Description of Work No cost budget transfer between tasks.			

The Local Agency of City of Poulsbo
desires to supplement the agreement entered into with Parametrix, Inc.
and executed on 07/27/2015 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to work completion date.

III

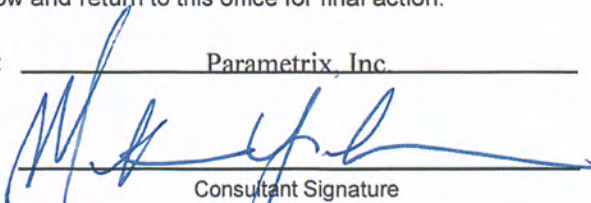
Section V, PAYMENT, shall be amended as follows:

Please see Exhibit B.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

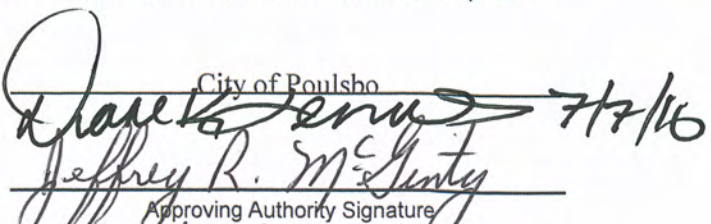
If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____ Parametrix, Inc.



Consultant Signature

By: _____ City of Poulsbo

 7/7/16

Jeffrey R. McEnty
Approving Authority Signature
7/13/16

Date

EXHIBIT A

- Consider work on Tasks 4, 8, and 10 to be complete.
- Cancel remaining work to be performed on Task 6.
- Distribute surplus budget from Tasks 4, 6, 8, and 10 to other tasks as shown on Exhibit A.
- Perform initial preparation of WSDOT Plan for Approval under Task 1
- Attend a Council Workshop to explain ROW acquisition process under Task 7.

EXHIBIT B

Noll Road Improvements,
Preliminary Design

Supplemental Agreement No. 3
No-Cost Budget Transfer

		After Supplement #2	Budget Status	Supplement #3		New Balance
STAFF		Current Task Budgets	Spent Through 6-30-16	Budget Transfer Amount	Revised Task Budgets	
TASK	BILL RATES					
1	Preliminary Design	\$138,765	\$170,676.66	\$38,618	\$177,383	\$6,706
2	Surveying and Mapping	\$85,571	\$102,978.54	\$17,407	\$102,979	\$0
3	Hydraulic Report	\$29,773	\$38,871.23	\$10,000	\$39,773	\$902
4	Env. Documentation and Permits	\$58,465	\$54,316.55	(\$4,149)	\$54,317	\$0
5	Property Owner Outreach	\$3,874	\$7,849.84	\$5,000	\$8,874	\$1,024
6	Geotechnical Assessment	\$53,730	\$22,484.39	(\$31,246)	\$22,484	\$0
7	Preliminary Design - Meetings and Coordination	\$31,692	\$32,707.62	\$2,500	\$34,192	\$1,484
8	Right-of-Way Plans	\$64,612	\$31,506.73	(\$33,105)	\$31,507	\$0
9	Project Funding Estimate	\$29,626	\$25,001.14		\$29,626	\$4,625
10	Noise Study	\$20,809	\$15,783.62	(\$5,025)	\$15,784	\$0
11	Stormwater Direct Discharge	\$43,516	\$3,312.50		\$43,516	\$40,204
Totals		\$560,433	\$505,489	\$0	\$560,433	\$54,944



Supplemental Agreement Number <u>4</u>		Organization and Address Parametrix, Inc. 60 Washington Avenue, Suite 390 Bremerton, WA 98337	
Original Agreement Number		Phone: 360-377-0014	
Project Number	Execution Date 7/27/2015	Completion Date 12/31/2017	
Project Title Noll Rd Imprvmnts-Prelim & Final Phase 1 Design	New Maximum Amount Payable \$ 929,837.00		
Description of Work Right-of-Way Acquisition and Early Action Final Design			

The Local Agency of City of Poulsbo
desires to supplement the agreement entered into with Parametrix, Inc.
and executed on 7/27/2015 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

- ~~(1) Cancel original scope of work for final design.~~
- ~~(2) Create a new Phase 2 for Right-of-Way Acquisition, as described in Exhibit A (attached).~~
- ~~(3) Create a new Phase 3 for Early Action Final Design, as described in Exhibit A (attached).~~

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change to work completion date.

III

Section V, PAYMENT, shall be amended as follows:

See Exhibit B.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Parametrix, Inc.

Brian G. Blum
Consultant Signature

By: City of Poulsbo

Jeffrey R. McEnty
Approving Authority Signature
Aug 10th 2016
Date

EXHIBIT A – SCOPE OF WORK

City of Poulsbo

Noll Road Improvements

Phase 2 - Full Corridor ROW Acquisition

Phase 3 – Early Action Final Design

INTRODUCTION AND PROJECT OVERVIEW

The Noll Road Improvements project consists of roadway, intersection and non-motorized facility improvements in the Noll Road corridor between State Route 305 (SR305) and Lincoln Road. The project is expected to be constructed in 3 phases, as follows:

South Segment – *SR305 to the intersection of Noll Road and Storhoff Lane.* South Segment improvements will include a 2-lane roundabout at SR305 and Johnson Road, a new 2-lane roadway with shared-use path to the intersection of Noll Road and Storhoff Lane, construction of a new culvert on Bjorgen Creek, and construction of a bike and pedestrian tunnel under SR 305.

Middle Segment – *Noll Road-Storhoff Lane intersection to Mesford Street.* Middle Segment construction will include intersection improvements at Poulsbo Elementary School, Hostmark Street and Mesford Street, as well as non-motorized and 2- and 3-lane roadway improvements on Noll Road.

North Segment – *Langaunet Lane and Maranatha Lane from Mesford Street to Lincoln Road.* North Segment construction will include a new 2-lane roadway and non-motorized improvements on both Langaunet Lane and Maranatha Lane.

This Scope of Work covers right of way (ROW) acquisition for the entire corridor and some early-action tasks to advance final design on the South Segment. The scope reflects requirements associated with the use of federal transportation grant funds, which will be used to pay for the majority of total project costs.

The following tasks are included in this Scope of Work:

PHASE 2 – FULL CORRIDOR RIGHT-OF-WAY ACQUISITION

Task 21 – Public Outreach

Objective: Provide outreach to key property owners about the ROW Acquisition process.

Activities:

- Attend up to 12 meetings with individual property owners along the corridor to address specific questions/concerns with the roadway design or the ROW plan. The Project Manager will attend site visits, and provide design clarifications and/or plans to convey to property owners the City's intent of project improvements as related to potential future right-of-way.

Deliverables:

- Graphics and other materials to support up to 12 individual meetings with property owners
- Meeting summaries and communication logs for meetings or other communications with property owners and other interested parties

Assumptions:

- Meetings with individuals or small groups will be attended by one person from the consultant team.

Task 22 – Right of Way Acquisition (South Segment)

Introduction:

Since federal funds will be used to purchase Right of Way, all Right of Way activities will be completed per the City's WSDOT approved Right of Way acquisition policies and procedures dated _____, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). See Table A-1 below depicting the parcels included in this Task. Additional parcels or real property rights to be acquired from each will require an amendment to this scope of work and related fee estimate.

Objective: Develop offers and assist the City in negotiating purchase and obtaining right of way for the South Segment.

Activities:

- **Preparation and Administration** – Attend a kick off meeting with the City and WSDOT to collect any additional information that will assist in the right of way process. Establish communications protocols, process for tracking and progress reporting, etc. Attend seven progress meetings either by conference call or in person and provide 12 monthly progress reports. Provide sample templates for all acquisition documents for the City's review and approval for use. All forms and notices will comply with City's standards and in accordance with statutory requirements. The City's pre-approved documents will be used when provided.

UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements. For each parcel impacted, prepare acquisition files to include fair offer letters, notices, eligibility and

SCOPE OF WORK (continued)

entitlement letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

- **Title - Ownership Review** – Upon receipt of title reports, UFS staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. Prepare 14 Parcel Title Summary memos listing encumbrances and exceptions with recommendations to the City on how to resolve each.
- **Parcel Exhibits** - Prepare parcel acquisition maps and text legal descriptions of all real property rights to be acquired from each parcel to be included as Exhibits to the acquisition conveyance documents.
- **Appraisal / Appraisal Review / Administrative Offer Summary Worksheets** - Upon receipt of the FHWA letter authorizing use of federal funds for ROW acquisition, the real property valuation process will begin. With results of the PFE that were previously completed under a separate task and in consideration of the City's appraisal waiver limit of \$25,000, UFS will coordinate with the City to determine which parcels will require Administrative Offer Summary (AOS) Worksheets, Appraisals and Appraisal Review reports. For budget purposes, it is assumed that 8 of the parcels shown in Table A-1 will require an Appraisal and Appraisal Review.

UFS will attend all Appraisal inspections to ensure property owners understand the real property rights being appraised and to ascertain owner or tenant owned improvements. Completed AOS worksheets (when applicable), Appraisals, and Appraisal Reviews will be submitted to the City for review and written approval establishing the amount of Just Compensation to the property owner. The City will be required to provide concurrence and written approvals of the estimated amounts of just compensation determined in each AOS worksheet and Appraisal report.

- **Present Offers / Negotiations** - Upon receipt of written approvals from the City establishing the amounts of just compensation of each parcel, Universal staff will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the City with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the City's legal staff for mediation or filing of the condemnation action. Universal will provide technical support for all mediation or condemnation as required.
- **Parcel Closing** – Prior to sending a settled acquisition package to the City for payment and closing, Universal will request an update on each title report from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and previously completed Parcel Title Summary Memo, Universal will provide advisory assistance to the City in determining the most appropriate method of closing each transaction. Subject to the City's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically the title company will also provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing. Simultaneously, Universal

SCOPE OF WORK (continued)

will coordinate with recommendations to the City for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the City's title clearing policies. The signed conveyance documents together with escrow instructions will be transmitted to the City for approval and signature. Once City approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, Universal will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the City.

- **Right of Way Certification** – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with WSDOT's Olympia Region Local Agency Coordinator, as needed throughout the project.
- **Corner Staking** - Provide stakes at the existing and proposed front property corners for each permanent acquisition.

Deliverables:

- Parcel Acquisition Map and text legal descriptions for each permanent acquisition.
- Confirmed templates of acquisition forms for project use
- Up to 8 Appraisal Reports
- Up to 8 Appraisal Review Reports
- Up to 6 Administrative Offer Summaries
- 14 Offer Packages
- Right of Way Certification form for WSDOT review and approval
- Field stakes of existing and proposed front property corners for 32 acquisitions

Assumptions:

- There will be a total of 14 parcels requiring real property rights including various combinations of Fee Simple for Roadway and Temporary Construction Easements. Permanent Easements have not been identified at this time.
- City will provide title reports for all properties to be acquired.
- There are no residential occupants, business occupants or personal property displaced by the project, therefore Relocation Assistance Services per WSDOT and Federal guidelines is not required.
- AOS worksheets in lieu-of Appraisals to be determined.

SCOPE OF WORK (continued)

- All AOS worksheets, Appraisal and Appraisal Review reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, the WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.
- Offers to property owners that are based on AOS worksheets are considered Administrative offers. *For offers \$10,000 or more up to \$25,000, property owners must be informed in writing if the offer is not based on an appraisal and that an appraisal will be provided if requested. This requirement could have a slight impact on the project schedule and budget.*
- For budgeting purposes, it is assumed that 8 parcel acquisitions will result in an Appraisal and Appraisal review.
- CITY will provide the following:
 - Preliminary Commitments (Title Reports) for all parcels shown in Table A below. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly.
 - Approved designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
 - Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
 - Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, and entitlement letters, etc.).
 - Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
 - Payment of any and all compensation payments to property owners, recording fees, relocation payments, legal services and any incidental costs which may arise necessary to complete each transaction.
- The City will obtain rights of entry for survey on private property.
- Informational stakes will be set one time only.

SCOPE OF WORK (continued)

TABLE A-1 – PARCELS TO BE ACQUIRED, SOUTH SEGMENT

Parcel Data			Rights to be Acquired		
No.	Parcel No.	Owner Name	Partial Fee Simple	Perm Easement	Temp Const. Easement
1	252601-2031-2005	Divoky, Charles & Agnes	X		
2	252601-2034-2002	Divoky, Charles & Agnes	X		
3	252601-2035-2001	Erstad, Nancy J.	X		X
4	252601-2002-2000	Erstad, Nancy J.			X
5	252601-2003-2009	Arness, Bill & Vickie	X		X
6	252601-2004-2008	Holt Distressed Property Fund 2010 LP	X		
7	242601-3006-2005	Cates, George A. Jr.	X		
8	242601-3032-2003	Crist, Margaret D.	X		
9	242601-3008-2003	Siburg, David & Patricia	X		
10	242601-4002-2007	Erickson, Jerrold & Rebecca	X		
11	242601-4033-2000	Meeking, Robert & Barbara	X		
12	242601-4032-2001	Gagne, Francis & Katherine	X		
13	242601-1037-2002	Gene & Nancy Burdyslaw Trust	X		
14	242601-1038-2001	Gene & Nancy Burdyslaw Trust	X		
15	242601-2011-2000	North Kitsap School District	X		
16	132601-4046-2008	Kandlik, William & Jody	X		
17	132601-4044-2000	Chapin, Walter & Elena	X		
18	132601-4038-2008	Katayoun Paydar	X		
19	132601-4040-2004	John Francis & Sandra Lou Williams Trust	X		
20	132601-3039-2009	Kasiniak, Anna	X		
21	132601-2037-2003	Litowitz, Dennis	X		
22	132601-2031-2009	Puget Sound Energy, Inc.	X		
23	132601-1020-2004	Fischer, Mark & Candace	X		
24	132601-1049-2001	Fischer, Mark & Candace	X		
25	132601-1048-2002	Fischer, Mark & Candace	X		
26	132601-1047-2003	Bray, John & Tonya	X		
27	132601-4008-2004	Colacurcio, Frank Jr.	X		
28	252601-2001-2001	Cusick, James	X		
29	242601-4028-2007	Plessner, Charles & Kajita			X
30	242601-4025-2000	Taylor, Wade & Elisabeth			X
31	242601-4009-2000	Siburg, David & Patricia			X
32	132601-4055-2006	Sterling Estates, Inc.	X		

Task 23 – Right of Way Acquisition (Middle and North Segments)

Introduction:

Since federal funds will be used to purchase Right of Way, all Right of Way activities will be completed per the City's WSDOT approved Right of Way acquisition policies and procedures dated _____, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). See Table A-2 below depicting the parcels included in this Task. Additional parcels or real property rights to be acquired from each will require an amendment to this scope of work and related fee estimate.

Objective: Develop offers and assist the City in negotiating purchase and obtaining right of way for the South Segment.

Activities:

A. Preparation and Administration – Attend a kick off meeting with the City and WSDOT to collect any additional information that will assist in the right of way process. Establish communications protocols, process for tracking and progress reporting, etc. Attend nine progress meetings either by conference call or in person and provide 14 monthly progress reports. Provide sample templates for all acquisition documents for the City's review and approval for use. All forms and notices will comply with City's standards and in accordance with statutory requirements. The City's pre-approved documents will be used when provided.

UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements. For each parcel impacted, prepare acquisition files to include fair offer letters, notices, eligibility and entitlement letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

B. Title - Ownership Review – Upon receipt of title reports, UFS staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. Prepare 18 Parcel Title Summary Memo's listing encumbrances and exceptions with recommendations to the City on how to resolve each.

C. Parcel Exhibits - Prepare parcel acquisition maps and text legal descriptions of all real property rights to be acquired from each parcel to be included as Exhibits to the acquisition conveyance documents.

D. Appraisal / Appraisal Review / Administrative Offer Summary Worksheets - Upon receipt of the FHWA letter authorizing use of federal funds for ROW acquisition, the real property valuation process will begin. With results of the PFE that were previously completed under a separate task and in consideration of the City's appraisal waiver limit of \$25,000, UFS will coordinate with the City to determine which parcels will require Administrative Offer Summary (AOS) Worksheets, Appraisals and Appraisal Review reports. For budget purposes, it is assumed that 11 of the 18 parcels shown in Table A-2 will require an Appraisal and Appraisal Review.

UFS will attend all Appraisal inspections to ensure property owners understand the real property rights being appraised and to ascertain owner or tenant owned improvements. Completed AOS worksheets (when applicable), Appraisals, and Appraisal Reviews will be submitted to the City for review and written approval establishing the amount of Just Compensation to the property owner. The City will be required to provide

SCOPE OF WORK (continued)

- Up to 7 Administrative Offer Summaries
- 18 Offer Packages
- Right of Way Certification form for WSDOT review and approval

Assumptions:

- There will be a total of 18 parcels requiring Fee Simple property rights for Roadway. Temporary Construction Easements and Permanent Easements have not been identified at this time.
- City will provide title reports for all properties to be acquired.
- There are no residential occupants, business occupants or personal property displaced by the project, therefore Relocation Assistance Services per WSDOT and Federal guidelines is not required.
- AOS worksheets in lieu-of Appraisals to be determined.
- All AOS worksheets, Appraisal and Appraisal Review reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, the WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA.
- Offers to property owners that are based on AOS worksheets are considered Administrative offers. *For offers \$10,000 or more up to \$25,000, property owners must be informed in writing if the offer is not based on an appraisal and that an appraisal will be provided if requested. This requirement could have a slight impact on the project schedule and budget.*
- For budgeting purposes, it is assumed all 11 parcel acquisitions will result in an Appraisal and Appraisal Review.
- CITY will provide the following:
 - Preliminary Commitments (Title Reports) for all parcels shown in Table A below. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly.
 - Approved designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
 - Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
 - Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, and entitlement letters, etc.).
 - Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
 - Payment of any and all compensation payments to property owners, recording fees, relocation payments, legal services and any incidental costs which may arise necessary to complete each transaction.

SCOPE OF WORK (continued)

TABLE A-2 – PARCELS TO BE ACQUIRED, MIDDLE AND NORTH SEGMENTS

Parcel Data			Rights to be Acquired		
No.	Parcel No.	Owner Name	Partial Fee Simple	Perm Easement	Temp Const Easement
1	252601-2031-2005	Divoky, Charles & Agnes	X		
2	252601-2034-2002	Divoky, Charles & Agnes	X		
3	252601-2035-2001	Erstad, Nancy J.	X		X
4	252601-2002-2000	Erstad, Nancy J.			X
5	252601-2003-2009	Arness, Bill & Vickie	X		X
6	252601-2004-2008	Holt Distressed Property Fund 2010 LP	X		
7	242601-3006-2005	Cates, George A. Jr.	X		
8	242601-3032-2003	Crist, Margaret D.	X		
9	242601-3008-2003	Siburg, David & Patricia	X		
10	242601-4002-2007	Erickson, Jerrold & Rebecca	X		
11	242601-4033-2000	Meeking, Robert & Barbara	X		
12	242601-4032-2001	Gagne, Francis & Katherine	X		
13	242601-1037-2002	Gene & Nancy Burdyslaw Trust	X		
14	242601-1038-2001	Gene & Nancy Burdyslaw Trust	X		
15	242601-2011-2000	North Kitsap School District	X		
16	132601-4046-2008	Kandlik, William & Jody	X		
17	132601-4044-2000	Chapin, Walter & Elena	X		
18	132601-4038-2008	Katayoun Paydar	X		
19	132601-4040-2004	John Francis & Sandra Lou Williams Trust	X		
20	132601-3039-2009	Kasiniak, Anna	X		
21	132601-2037-2003	Litowitz, Dennis	X		
22	132601-2031-2009	Puget Sound Energy, Inc.	X		
23	132601-1020-2004	Fischer, Mark & Candace	X		
24	132601-1049-2001	Fischer, Mark & Candace	X		
25	132601-1048-2002	Fischer, Mark & Candace	X		
26	132601-1047-2003	Bray, John & Tonya	X		
27	132601-4008-2004	Colacurcio, Frank Jr.	X		
28	252601-2001-2001	Cusick, James	X		
29	242601-4028-2007	Plessner, Charles & Kajita			X
30	242601-4025-2000	Taylor, Wade & Elisabeth			X
31	242601-4009-2000	Siburg, David & Patricia			X
32	132601-4055-2006	Sterling Estates, Inc.	X		

PHASE 3 – EARLY ACTION FINAL DESIGN

Task 31 – Supplemental Mapping

Objective: Provide additional survey support for direct discharge evaluation.

Activities:

- Provide topographic mapping of potential pipeline alignment for direct stormwater discharge to Liberty Bay

Deliverables:

- Updated combined base map and surface in Civil 3D/AutoCAD format.

Assumptions:

- The City will obtain rights of entry for survey.

Task 32 – WSDOT Approvals and Permits

Objective: Coordinate with WSDOT to define interagency agreements and obtain State approval of improvements to be constructed in WSDOT Right of Way.

Activities:

A. MAISA Team Meetings

- Arrange for and facilitate formation of a Multiagency, Interdisciplinary, and Stakeholder Advisory (MAISA) team to guide the preparation of the Basis of Design. The MAISA is assumed to include staff from:
 - City of Poulsbo
 - WSDOT Olympic Region
 - Consultant team
- Participate in monthly meetings of the MAISA team for the duration of Basis of Design and PFA preparation.
- Provide interim documents and exhibits to facilitate decisions and feedback by MAISA team.

B. Basis of Design Document

- Prepare a Basis of Design (BOD) document complying with Chapter 11 of WSDOT Design Manual, including the following elements:
 - Planning Document Summary
 - General Project Information
 - Section 1 – Project Need
 - Section 2 – Context
 - Section 3 – Design Controls

SCOPE OF WORK (continued)

- Section 4 – Alternative Analysis
- Section 5 – Design Element Selection
- Submit drafts of each BOD element to the MAISA team for review. Incorporate comments and prepare final versions.

C. Plan for Approval

- Prepare an initial draft Plan for Approval (PFA) in WSDOT format, defining the horizontal and vertical alignment of the 2-lane roundabout (RBT) to be constructed on SR 305
- Meet with WSDOT to discuss pre-draft PFA and request comments.
- Incorporate review comments and submit a Draft PFA to WSDOT
- Incorporate review comments and submit a 2nd Draft PFA to WSDOT
- Incorporate review comments and submit a 3rd Draft PFA to WSDOT
- Incorporate review comments and prepare a Final PFA for formal WSDOT approval

D. Non-motorized Tunnel Approvals

- Prepare conceptual design sketches for construction staging/sequencing of non-motorized tunnel under SR 305.
- Submit construction staging concepts and preliminary tunnel design drawings to WSDOT for review
- Meet with WSDOT to discuss comments.
- Revise construction staging and tunnel design drawings.
- Document decisions in a technical memorandum

Deliverables:

- As listed in sub-tasks above.

Assumptions:

- The duration of Basis of Design preparation and associated MAISA team meetings will be 6 months.

Task 33 – Meetings, Coordination and Project Management

Objective: Develop the work plan for succeeding phases, monitor and manage scope, schedule and budget, and periodically meet with the City to review project status.

Activities:

- Develop work plan identifying major work elements, deliverable, milestones and schedule.
- Manage and direct the project technical team.
- Provide routine project management (scope, schedule, budget, invoicing, etc.).

Deliverables:

SCOPE OF WORK (continued)

- Work plan, including schedule.
- Routine correspondence including monthly progress reports.

Assumptions:

- The duration of this task is estimated to be 6 months.

**Exhibit B - Budget
Supplemental Agreement No. 4**

PROJECT: Noll Road & South Segment Final Design

Phase 2 - Full Corridor ROW Acquisition

PMX #		STAFF	PM, McReynolds	Proj. Engr T Smith	Surv QC Pusey	PLS Kemnitz	Survey Tech J Munro
234-2237-089							
PHASE	TASK	BILL RATES	\$215	\$187	\$176	\$139	\$105
2	21	Public Outreach					
		Individual Property Owner Meetings (12)	36	12			
		Task Totals	36	12			
2	22	South Segment ROW Acquisition					
		Coordination, Exhibits	24	8	5	14	80
		Stake Front Corners for Acquisitions	2	16	4	4	12
		Appraisals and Negotiation					
		Task Totals	26	24	9	18	92
2	23	Middle and North Segments ROW Acquisition					
		Coordination, Exhibits	24	8	10	20	110
		Appraisals and Negotiation					
		Task Totals	24	8	10	20	110
Subtotals, All Tasks			86	44	19	38	202

**Exhibit B - Budget
Supplemental Agreement No. 4**

PROJECT: Noll Road Corridor

Phase 3 - Early-Action Final Design Tasks

PMX #		STAFF	PM, McReynolds	Proj. Engr T Smith	Design Engr. M Wilde	RBT Lead K House	RBT Design M Craig	CAD
234-2237-089								
PHASE	TASK	BILL RATES	\$215	\$187	\$102	\$228	\$136	\$67
3	31	Supplemental Survey						
		Direct Discharge Mapping			4			
		Task Totals			4			
3	32	WSDOT Approvals						
		MAISA Team Meetings (6)	24			18		
		Basis of Design Document	12			40	40	
		Roundabout Plan for Approval (PFA)	8	12	48	32	40	32
		Non-Motorized Tunnel Approvals	8	20	16			
		Task Totals	52	32	64	90	80	32
3	33	Meetings, Coordination, Project Management						
		Prepare Work Plan and Schedule	16	4				
		Team Coordination and Project Administration	40					
		Task Totals	56	4				
Subtotals, All Tasks			108	36	68	90	80	32