



INTRLOC\_00     WSDOT

File Location

Vendor Name

WSDOT  
12/31/2015

**Document Type:**     Interlocal                      Amendment

**Vendor Name:**             WSDOT

**PO# Location:**            INTRLOC-006

**Effect Date:**                6/29/2015

**Term Date:**                 12/31/2015

**CR#:**                            53789

**Related CR#:**                47507 48374 48916 49765 50707

**Ordinance:**                 \_\_\_\_\_

**Resolution:**                \_\_\_\_\_

**Leg Date:**                    \_\_\_\_\_

**Vendor #:**                    180072

**Description:**                AMD#6 GRANT SR 520 INTERIM REGIONAL PEDDESTRIAN &  
BICYCLE PATH DESIGN GR 1110214-006 X-REF 47507 48374  
48916 49765 50707

**Notes:**

**INTRLOC\_00**  
 INTERLOCAL AGREEMENTS  
 12/31/2015  
  
 5017695

**GCA 6668, AMENDMENT NO. 6**

**SR 520 Interim Regional Pedestrian and Bicycle Path ("Interim Path")  
Design and Right-of-Way Services**

This Amendment No. 6 is entered into by and between the City of Bellevue, hereinafter the "CITY", and the Washington State Department of Transportation, hereinafter the "STATE", collectively referred to as the "PARTIES" and individually referred to as the "PARTY".

**WHEREAS**, the PARTIES entered into the original Agreement, on May 2, 2011; and

**WHEREAS**, the PARTIES subsequently agreed to Amendment No. 1 on December 29, 2011, Amendment No. 2 on June 21, 2012, Amendment No. 3 on March 19, 2013; and Amendment No. 4 on October 15, 2013, and Amendment No. 5 on December 17, 2014 and

**WHEREAS**, the provisions of Section 6, AMENDMENT, allow for changes to the Agreement, provided they are mutually agreed upon by the PARTIES in writing; and

**WHEREAS**, the need to advertise and award the CITY's Project, results in the PARTIES desire to add services eligible for reimbursement under this Agreement; and

**NOW, THEREFORE**, by virtue of chapter 47.30 RCW and 47.28.140 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **GENERAL**, Section 1 is amended by adding the following after Section 1.6

1.7 The STATE, as the Project sponsor, shall reimburse the CITY for staff labor and other eligible costs incurred as related to the advertisement and award of the Project.

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- 2. AGENCY COORDINATION**, Section 2 is amended by adding the following after Section 2.5:

2.6 The CITY shall by email notify the STATE of the bidder names and bid amounts *within twenty four (24) hours of bid opening*. The Parties shall review the bids to ensure sufficient funds are available to construct the Contract. Should bids exceed the engineer's cost estimate, the CITY shall not award the Contract without prior written authorization by the STATE. The CITY shall notify the STATE within seven (7) calendar days of bid opening should the CITY decide to reduce the Contract scope, with the intention of re-advertisement. The CITY shall notify the STATE by email within twenty four (24) hours of its awarding the Contract to the successful bidder.

- 3. PAYMENT**, Section 5.4 is deleted in its entirety and replaced by the following:

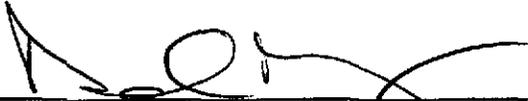
5.4 The CITY shall, on its invoices, separate and clearly label charges for "Design services authorized by original agreement and Amendments 1 through 3 and 6", "Right-of-way services authorized by Amendment 4." The CITY shall not submit more than one invoice per month to the STATE summarizing the hours worked.

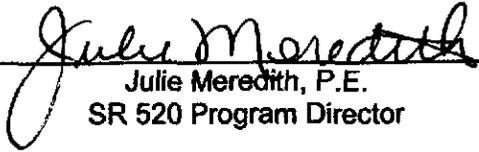
4. Exhibit A-4, Scope of Work, is deleted in its entirety and replaced by EXHIBIT A-6, attached hereto and made part of this Amendment No. 6.
5. All other terms and conditions of the original Agreement and Amendments No. 1, 2, 3, 4, and 5 shall remain in full force and effect, except as modified by this Amendment No. 6.
6. The signatories below represent that they have the authority to bind their respective agencies to this Amendment No 6.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment No. 5 as of the PARTY's date last signed below.

CITY OF BELLEVUE

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
David Berg, P.E.  
Transportation Department Director

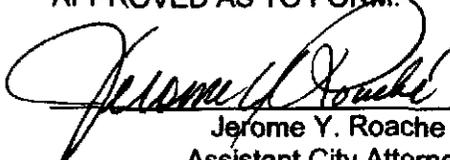
  
\_\_\_\_\_  
Julie Meredith, P.E.  
SR 520 Program Director

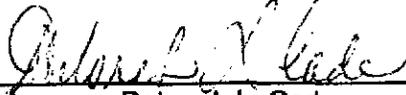
6/23/15  
\_\_\_\_\_  
Date

6/29/15  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jerome Y. Roache  
Assistant City Attorney

  
\_\_\_\_\_  
Deborah L. Cade  
Assistant Attorney General

6/18/15  
\_\_\_\_\_  
Date

6/11/15  
\_\_\_\_\_  
Date

# GCA 6668

## SR 520 Interim Regional Pedestrian and Bicycle Path

### EXHIBIT A-6 Scope of Work

This Project Work consists of the preliminary and final design of pedestrian walkways and bike lanes for the Interim Path along both sides of Northup Way from NE 24<sup>th</sup> Street to 108<sup>th</sup> Avenue NE and along NE 24<sup>th</sup> Street to the existing Bike 520 Trail connection. Services eligible for reimbursement shall include the following:

#### **DESIGN SERVICES**

1. Develop the preliminary design for the roadway widening, pedestrian walkways, and bike lanes:
  - Perform the necessary engineering studies;
  - Prepare conceptual plans and initial cost estimates;
  - Identify the environmental and permitting requirements for construction;
  - Begin environmental reports;
  - Begin drafting discipline reports, as needed;
  - Begin preparing permit application materials;
  - Create exhibits.
  
2. Develop the preliminary design through 60% design for the roadway widening, pedestrian walkways, and bike lanes:
  - Perform a Value Engineering Study (facilitated by the STATE);
  - Prepare 60% Plans, Specifications, and Estimate (PS&E) for the Work which shall include the following:
    - Substantially complete erosion control and site preparation plans;
    - Substantially complete construction plan, notes, profile, typical sections, and details;
    - Substantially complete drainage design plan, notes, profile, and details;
    - Substantially complete wall design plan, profile, and details;
    - Substantially complete bridge design plan, profile and details;
    - Substantially complete driveway profiles, structural details, and all other details needed to construct the project;
    - Substantially complete channelization, signing and paving plans;
    - Substantially complete signal and illumination plans;
    - Substantially complete landscaping and irrigation plans;
    - 60% specifications; and
    - 60% estimate of total costs to complete the Project including all design elements.
  - Finalize Draft Engineering Reports: Drainage Report;

GCA 6668  
Exhibit A-6  
Scope of Work

- Utility planning and Complete Potholing Data and sub-surface engineering information;
  - Sight Distance Plan;
  - Sign Inventory;
  - Right-of-way (ROW) cost estimates and preliminary identification of type and limits of ROW acquisitions;
  - Final wall type technical report memorandum;
  - Bridge structural report (if required);
  - Create exhibits for public involvement, ROW pre-negotiations, etc.
  - Utility planning and potholing;
  - Supplemental topographic surveying;
3. Develop the ad-ready design for the roadway widening, pedestrian walkways, and bike lanes:
- Prepare ad-ready PS&E for the Work which shall include the following:
    - complete erosion control and site preparation plans;
    - complete roadway and sidewalk construction plan, notes, profile, typical sections, and details;
    - complete drainage design plan, notes, profile, and details;
    - complete retaining wall design plan, profile, and structural details;
    - complete pedestrian bridge design plan, profile and structural details;
    - complete driveway profiles, structural details, and details;
    - complete channelization, signing and paving plans;
    - complete signal and illumination plans, wiring diagrams and details;
    - complete urban design, landscaping and irrigation plans, schedules and details;
    - 100% specifications; and
    - 100% estimate of total costs to complete the Project including all design and acquisition elements.
  - Federal grant documentation including but not limited to Traffic Control Plan, Environmental Classification Summary, and No Effect Letter;
  - Illumination calculations;
  - Water budget;
  - Redline drawing figures outlining proposed property acquisitions;
  - Permit support;
  - Finalize Draft Engineering Reports: Drainage Report, Critical Areas Report;
  - SEPA Checklist, JARPA applications, NPDES Notice of Intent, buffer planting plans, and other necessary environmental documentation for regulatory approvals;
  - Utility planning, selective Potholing Data, and sub-surface engineering information;
  - Structural calculations and report/memorandum for pedestrian bridge and retaining wall designs;
  - Create exhibits for public involvement, ROW pre-negotiations, and other presentations to stakeholders;
  - Supplemental topographic surveying;

*Added by Amendment 4*

**RIGHT OF WAY SERVICES**

4. Acquire the following Rights of Way ("ROW") necessary for construction of the Interim Path. The instruments granting these ROW shall be in the form negotiated between the CITY and property owners. The CITY shall notify the STATE when these ROW have been recorded. The work shall include but not be limited to:
  - Research of title reports, preparation of appraisals, etc.
  - Property negotiations, document preparation, closing, etc.
  - Condemnation (if required)
  - Development of legal descriptions and recording of acquisitions
  - Arborist review and report

The estimated acquisitions required for the Interim Path based on the 60% Plans are:

- Sidewalk and Utility Easement (S/U): 7 properties, approximately 2,997 square feet total; illustration will be prepared during negotiations.
- Temporary Construction Easement (TCE): 24 properties, approximately 57,098 square feet total; illustration will be prepared during negotiations.

*Added by Amendment 6*

**ADVERTISEMENT – AWARD - EXECUTION**

5. Advertisement, award and execution costs incurred by the city, including costs of addendums and/or rejection of the bids by the PARTIES.