

**AMENDMENT NO. 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement for Professional Services, dated as of the date written below (this "Amendment"), between the City of Bainbridge Island (the "City") and Moore Iacofano Goltsman, Inc., a California corporation, d/b/a MIG SvR (formerly known as SvR Design Company) (the "Consultant") amends that certain Agreement for Professional Services, dated September 25, 2014, between the City and the Consultant (the "Agreement").

**WHEREAS**, the City and the Consultant entered into the Agreement to provide consulting services for the design and construction support of non-motorized improvements on Olympic Drive; and

**WHEREAS**, the City desires to adjust the tasks and allocation of funds provided under the Agreement and extend the term of the Agreement;

**NOW, THEREFORE**, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2(A) is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (check one)

[ X ] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Four Hundred Eight Thousand Three Hundred Sixty Dollars and Six Cents (\$408,360.06) ~~Two Hundred Ninety Nine Thousand One Hundred Forty Five Dollars (\$299,145)~~;

[ ] Fixed Sum: a total amount of \$ \_\_\_\_\_;

[ ] Other, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts."

2. Section 6(A) is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~July 1, 2016~~ December 31, 2017, unless sooner terminated by either party as provided below.

3. Attachment A to the Agreement, Scope of Service, is hereby amended to update the tasks as described on Exhibit A attached hereto.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of \_\_\_\_\_,  
2016.



MOORE IACOFANO GOLTSMAN, INC.  
d/b/a MIG SvR

CITY OF BAINBRIDGE ISLAND



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Douglas Schulze, City Manager



**EXHIBIT A**  
**Attachment A-Scope of Service**

<b>Olympic Drive Non-Motorized Improvement Project - Scope Amendment No. 1</b>				<b>6/3/2016</b>
<b>Scope of Work</b>				
 				
<p>Part I: The following scope of work and fee for Tasks 6.5, 6.6 and 7.2 is based on revising the design to replace the center bike lane with a striped median and to expand the work zone along the east side of Olympic Drive at Winslow Way to allow a northbound curb side bike lane on Olympic Drive. Approximate limits of work are based on providing an 8' striped median, 11' travel lanes, 5' bike lane and 6' sidewalk, which results in east side improvements extending from Winslow Way south to the existing utility pole adjacent to the City police station building (see attached concept sketch). The scope includes time for coordination with the City, WSDOT and FHWA. Deliverables include updated Plan For Approval documentation for WSDOT (PFA Plans) and update to the previously scoped 90% and Bid Set PS&amp;E submittals.</p> <p>A schedule for completing the revised design will be coordinated with the City upon authorization of the scope amendment and coordinated with WSDOT and FHWA needs for design approval.</p>				
<b>Task 6.5 - Design and Update 90% PS&amp;Es for Revised Design</b>		<b>Lead</b>	<b>Hours</b>	<b>Subtask Fee</b>
A	Design and coordination efforts from the completion of original 90% package (completed 3/31) until the start of scope, fee and concept construction cost estimate for scope amendment (5/31). Subtask fee based on actual hours billed.	MIG SvR	T&M billing	\$ 16,723.50
B	Review full build for feasibility and identify concept level cost estimate for expanded scope to include east side of Olympic Drive and coordination with City for design approach (5/18-5/31)	MIG SvR	11.0	\$ 1,995.00
C	Project management including developing scope and schedule for redesign	MIG SvR	8.0	\$ 1,440.00
D	Coordination with City	MIG SvR	12.0	\$ 2,220.00
E	Coordination with WSDOT and FHWA. Includes June 8 meeting in Olympia and review of WSDOT documentation to FHWA (assumes 2 cycles)	COBI	25.0	\$ 4,425.00
F	Design for east side of Olympic Drive	MIG SvR	150.0	\$ 19,163.00
	- set curb alignment (based on striping revision for 8' striped median, 11' travel lanes, and 5' bike lane)			
	- set channelization at Harborview for revised striping			
	- add typical sections for east sidewalk (assume 2)			
	- TESC and demolition plans			
	- utility adjustments			
	- paving and layout (curb return and curb ramps)			
	- intersection grading plan			
	- curb profile			
	- wall details and profile			
	- revise striping and signage, including on Winslow Way (includes updates to survey background for layer control of striping to be removed)			
	- landscape and irrigation plan			
	- signal and structural coordination			
	- traffic control plans (by Concord)			
	- signal plans (by Concord)			
G	Revise and Update 90% cost estimate	MIG SvR	7.0	\$ 1,043.00
H	Revise 90% technical special provisions	MIG SvR	6.0	\$ 818.00
I	QA/QC for updated 90% submittal	MIG SvR	8.0	\$ 1,680.00
		<b>Subtotal</b>	<b>227.0</b>	<b>\$ 49,507.50</b>



**EXHIBIT A**  
**Attachment A-Scope of Service**

<b>Olympic Drive Non-Motorized Improvement Project - Scope Amednment No. 1</b>				<b>6/3/2016</b>
<b>Scope of Work</b>				
 				
<b>Task 6.6 - Update WSDOT Documentation and Respond to Comments</b>				
		<b>Lead</b>		
<b>A</b>	Update Plan for Approval (PFA) documentation including: PFA Plan Set, turning templates, Project Analysis report including design deviations, Plan for Approval Checklist	MIG SvR	40.0	\$ 5,776.00
<b>B</b>	Revise PFA submittal including QA/QC to address WSDOT comments with comment responses including coordination with WSDOT	MIG SvR	22.0	\$ 3,218.00
		<b>Subtotal</b>	<b>62.0</b>	<b>\$ 8,994.00</b>
<b>Task 7.2 - Bid set PS&amp;Es for east side of Olympic Drive</b>				
		<b>Lead</b>		
<b>A</b>	Final Bid PS&Es for expanded work zone on east side of Olympic Drive including responses to City and WSDOT comments from 90% Full Package submittal	MIG SvR	40.0	\$ 5,776.00
		<b>Subtotal</b>	<b>40.0</b>	<b>\$ 5,776.00</b>
<b>Assumptions/Notes for Tasks 6.5, 6.6 and 7.2</b>				
- Scope does not include changes to construction centerline alignment or hard scape layout .other than along the City Police Station Frontage.				
- Assume no new drainage requirements are triggered or improvements needed.				
- Does not include public outreach support or coordination with Kitsap Transit or PSE, which will be led by the City.				
- Concord scope includes design of new push button assemblies, pedestrian signal head, and junction boxes including signal wiring and conduit routing at the southeast corner of Olympic Drive and Winslow Way.				
- Alta scope includes consultation on FHWA coordination and review of striping and signage.				
- Swenson Say Faget scope includes details for potential cast in place concrete wall along police station frontage.				

**EXHIBIT A**  
**Attachment A-Scope of Service**

<b>Olympic Drive Non-Motorized Improvement Project - Scope Amednment No. 1</b>					<b>6/3/2016</b>
<b>Scope of Work</b>					
 					
<p>Part II: The following scope of work and fee for Tasks 10 and 11 is based integrating a southbound bike facility and green stormwater infrastrucure along the west side of Olympic Drive through an expanded easement from Washington State Ferries (easement will be increased from 15' to 25'). Task 10 will identify the conceptual design and evaluate project costs associated with the expanded project area. Task 11 is additional design effort to incorporate the southbound bike facility and green stormwater infrastructure into the PS &amp; E and WSDOT PFA documentation. The tasks, as described below, are a continuation of tasks 1-9 included in the Phase 1 contract.</p>					
<b>Task 10 - Evaluate Feasibility for Southbound Bike Facility</b>		<b>Lead</b>			
10.1	Develop typical cross sections for southbound bike facility from curb to retaining wall including pedestrian guardrail, ped/bike separation and landscape opportunity.	MIG SvR	12.5	\$	1,628.50
10.2	Develop concept level design for entry point at top of southbound bike facility.	MIG SvR	11.0	\$	1,583.00
10.2	Develop concept level design for exit point at bottom of southbound bike facility into the ferry holding lot.	MIG SvR	11.0	\$	1,583.00
10.3	Develop a drainage concept for integrating green stormwater infrastructure (GSI) into the expanded project area to provide flow attenuation and stormwater treatment for proposed impervious areas to the extent feasible (GSI is not required to meet drainage requirements for WQ). Estimated construction costs for green stormwater infrastructure will be included in task 10.4.	MIG SvR	15.0	\$	2,105.00
10.4	Develop concept level cost estimate for expansion of right of way, southbound bike facility, and associated improvements including but not limited to: additional earthwork, retaining wall length and height, green stormwater infrastructure, relocation of existing utilities and pavement.	MIG SvR	9.5	\$	1,279.50
		<b>Subtotal</b>	<b>59.0</b>	<b>\$</b>	<b>8,179.00</b>

**EXHIBIT A**  
**Attachment A-Scope of Service**

<b>Olympic Drive Non-Motorized Improvement Project - Scope Amednment No. 1</b>				<b>6/3/2016</b>
<b>Scope of Work</b>				
 				
<b>Task 11 - PS&amp;E Documentation for Southbound Bike Facility</b>		<b>Lead</b>		
11.1	Coordination with City for design of southbound bike facility and green infrastructure	MIG SvR	14.0	\$ 2,430.00
11.2	30% PS & E documents - Incorporate design of southbound bike facility and green stormwater infrastructure (this task will transfer conceptual level design from Task 10 into the 30% PS & E documents; time does not include additional refinement of concept developed through Task 10).	MIG SvR	15.0	\$ 1,883.00
11.3	Full Buildout Plan - AutoCAD drafting to add southbound bike lane	MIG SvR	4.5	\$ 592.50
11.4	WSDOT PFA submittal - Incorporate design of southbound bike facility and striping at Harborview and into the ferry holding lot	MIG SvR	7.5	\$ 941.50
11.5	60% PS & E documents - develop 1) details for green stormwater infrastructure and supporting infrastructure and 2) grading, layout and striping of entry/exit points for southbound bike facility.	MIG SvR	28.0	\$ 3,257.00
11.6	90% PS & E documents - further develop details for southbound bike facility and green stormwater infrastructure	MIG SvR	13.5	\$ 1,748.50
11.7	Final PS & E documents - finalize southbound bike facility and green stormwater infrastructure details	MIG SvR	5.5	\$ 731.50
		<b>Subtotal</b>	<b>86.0</b>	<b>\$ 11,584.00</b>
<b>Assumptions for Tasks 10 and 11</b>				
- Design fee assumes expanded project area will be constructed with Phase 1 improvements.				
- Flow control not required. Water quality treatment required in accordance with City Municipal code for effective impervious areas.				
- Additional survey and geotechnical explorations are not required.				
- Design fee does not include additional permitting documentation beyond what was included in the original scope and fee (e.g. no shoreline permitting).				
- Project does not include federal funding, which may require additional documentation (depending on final design for entry and exit).				
- Signal scope includes: 30% PS&E - Relocate existing cabinet, conduct field review, identify reconnection to existing poles, relocate handholes. 60% PS&E - Re-wiring of the entire signal, temporary wiring needed for construction, replace interconnect between signals. 90% PS&E - Develop field wiring termination and new cabinet wiring termination plans.				
		<b>MIG SvR Total</b>		<b>\$ 84,040.50</b>
		<b>Concord (Subconsultant Expense)</b>		<b>\$ 17,575.00</b>
		<b>Alta Planning + Design (Subconsultant Expense)</b>		<b>\$ 4,500.00</b>
		<b>Swenson Say Faget (Subconsultant Expense)</b>		<b>\$ 1,100.00</b>
		<b>Reimbursable Expenses</b>		<b>\$ 2,000.00</b>
		<b>TOTAL</b>		<b>\$ 109,215.50</b>

**ATTACHMENT A-Scope of Service Continued**

