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**Interagency Agreement No. 2012-EAS-712
Amendment No. 4
November 10, 2015**

The parties to this Agreement, The Department of Enterprise Services, Division of Engineering & Architectural Services (DES), and the Pierce County Public Transportation Benefit Area Corporation (AGENCY), hereby make the following amendment to the above referenced Agreement.

Scope of Modifications to the Agreement:

1. Statement of Work

DES shall furnish all necessary personnel and services for performance of the Project Management services.

Project Management services shall include, but are not limited to the following:

- A. Manage the Architect/Engineer (A/E) agreement(s) and activities associated with performance of the services of such agreement(s), including:
 - 1. Manage selection of A/E and other project consultants.
 - 2. Manage negotiation and preparation of A/E and other consultant agreement(s) and associated amendments.
 - 3. Manage the scheduling of project meetings.
 - 4. Ensure compliance with the A/E agreement(s).
 - 5. Prepare and issue amendments to the A/E and other consultant agreements upon approval by AGENCY.
 - 6. Review and approve A/E and other consultant invoices for final approval and payment by AGENCY.
- B. Manage the construction contracts, including:
 - 1. Manage the bidding process for construction contracts.
 - 2. Conduct public bid openings, administer bidder responsibility evaluation process when applicable, and provide recommendations to AGENCY regarding award of contracts.
 - 3. Prepare and manage the execution of the construction contract(s).
 - 4. Manage changes to the construction contract(s) with the approval of the AGENCY.
 - 5. Manage the scheduling of construction progress meetings.
 - 6. Coordinate and facilitate communications with Contractor, and AGENCY.
 - 7. Provide contract dispute resolution assistance.
 - 8. Review and approve construction invoices for final approval and payment by the AGENCY.

- C. Ensure that the project, agreements and contracts comply with applicable state and federal statutes and requirements and state policies including, without limitation:
 - 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon
 - 5. Prevailing Wage
 - 6. DBE Participation
 - 7. Apprentice Participation
 - 8. Timely payment to contractors
 - 9. Timely release of retainage to contractors
- D. It is the intent of the parties to ensure that the project, agreements and contracts also comply with Pierce Transit policies, including but not limited to bid limits and contracting authority levels, to the extent that those policies don't conflict with federal statutes and requirements or state policies.
- E. Contracts required for this scope of work require AGENCY review and approval before final execution by DES.
- F. Provide engineering and architectural expertise to assist AGENCY.
- G. Administer project close-out consistent with all legal requirements including, without limitation, RCW.

Note: E&AS will not be responsible for any Federal reporting. The contract documents for each construction project will clearly identify to all contractors the appropriate data required by the AGENCY. This data is identified in the "Federal and State Regulations Applicable to Pierce Transit" submitted to DES May 26, 2015 shall be incorporated into "Division 0" of each project specification. All contractors will be required to submit this data to the AGENCY on a monthly basis. All Federal reporting responsibilities will remain with the AGENCY.

All work shall be authorized by Task Order to this Agreement.

- 1.1 Provide project management (PM) services for the Pierce Transit Headquarter Renovation Project No. 2013-181. PM services shall include core services referenced above.
- 1.2 Provide project management (PM) services for Pierce Transit Headquarters Administration Building Roof Repair Project No. 2013-246.
- 1.3 Provide project management (PM) services for the Bidding and through Construction Closeout phases for the Tacoma Dome Station (TDS) Mid-Life Repairs Project No. 2016-030.
- 1.4 Provide project management (PM) services for the TDS Bus Shop Lighting Replacement Project No. 2016-024.
- 1.5 Provide project management (PM) services for the Building 1 Auto Shop Hoist Replacement Project No. 2016-025.

1.6 Provide project management (PM) services for the Facilities Critical Repairs Project No. 2016-022.

2. Period of Performance

Subject to its other provisions, the period of performance of this Amendment shall commence when this Amendment is properly signed and expire on **December 31, 2018**, unless terminated sooner or extended, as provided herein.

3. Consideration

AGENCY shall pay DES an amount not to exceed **\$61,457.18** for the performance of all services necessary, or incidental to, the work set forth in the Statement of Work of this Amendment.

Compensation for DES Engineering and Architectural Services (EAS) Project Management Services shall be based on the total project amount. The DES project management fee is calculated using the following formula:

$$\text{DES Fee \%} = (T^{-0.65} \times 100) + 0.016$$

This fee formula was generated from a curve of fee costs providing appropriately higher fee percentages for smaller projects and lower fee percentages for larger projects. |

$$\text{DES Fee} = \text{DES Fee \%} \times T$$

Where T = Non-Capital Project Cost

Only a project's non-capital costs are subject to the DES Fee. |

a. DES Project Number 2016-030 Tacoma Dome Station (TDS) Mid-Life Repairs

T = \$ 2,200,000.00

DES Fee \$ 51,790.06

Double click the table to calculate the DES fee using the formula above. |

NOTE: Since this project is near completion of design, DES project management services shall be adjusted for bidding through closeout phases. These services represent 38% of the total project fee, with 7% for getting ready to bid and 31% for bidding through closeout phases.

Adjusted DES Fee: \$51,790.06 x 0.38 = \$19,680.22

b. DES Project Number 2016-024 TDS Bus Shop Lighting Replacement

T = \$ 71,000.00
 DES Fee \$ 6,124.16

Double click the table to calculate the DES fee using the formula above.

c. DES Project Number 2016-025 Building 1 Auto shop Hoist Replacement

T = \$ 311,000.00
 DES Fee \$ 13,341.00

Double click the table to calculate the DES fee using the formula above.

d. DES Project Number 2016-022 Facilities Critical Repairs

T = \$ 700,000.00
 DES Fee \$ 22,311.80

Double click the table to calculate the DES fee using the formula above.

Total fees shall not be increased except by an Amendment to the Agreement.

Compensation for services provided by Consultant/Contractor shall be paid directly to the Consultant/Contractor by the AGENCY, after DES has reviewed, approved and forwarded the invoices to the AGENCY for payment.

4. Billing Procedure

DES shall submit invoices to the AGENCY as shown in the Invoicing Schedule below, on or before the 10th of the month for the previous quarter. The invoices will clearly indicate that it is for services rendered in performance under this Amendment to Agreement and shall reflect the Agreement number.

a. DES Project Number 2016-030 Tacoma Dome Station (TDS) Mid-Life Repairs. (complete by Mar. 2017)

Invoicing Schedule	
Month Invoiced	Amount
January 10, 2016	\$3,280.00
April 10, 2016	\$3,280.00
July 10, 2016	\$3,280.00
October 10, 2016	\$3,280.00

Divide DES Fee by the number of quarters to spread the payments over, then check the total matches the DES Fee.

Quarterly billing month is the month after the quarter month:

Service Period	Billing Mo.
Jan-Mar	April
Apr-June	July
July-Sept	October
Oct-Dec	January

January 10, 2017	\$3,280.00
April 10, 2017	\$3,280.22
Total	\$19,680.22

**b. DES Project Number 2016-024 TDS Bus Shop Lighting Replacement
(complete by Feb. 2016)**

Invoicing Schedule	
Month Invoiced	Amount
January 10, 2016	\$3,062.08
April 10, 2016	\$3,062.08
Total	\$6,124.16

**c. DES Project Number 2016-025 Building 1 Auto Shop Hoist Replacement
(complete by Dec. 2016)**

Invoicing Schedule	
Month Invoiced	Amount
January 10, 2016	\$2,668.20
April 10, 2016	\$2,668.20
July 10, 2016	\$2,668.20
October 10, 2016	\$2,668.20
January 10, 2017	\$2,668.20
Total	\$13,341.00

**d. DES Project Number 2016-022 Facilities Critical Repairs
(complete by Dec. 2016)**

Invoicing Schedule	
Month Invoiced	Amount
January 10, 2016	\$4,462.36
April 10, 2016	\$4,462.36
July 10, 2016	\$4,462.36
October 10, 2016	\$4,462.36
January 10, 2017	\$4,462.36
Total	\$22,311.80

Total E&AS fee per this Amendment No. 4 shall not exceed \$61,457.18

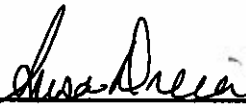
All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of the Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.


Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions herein, and as incorporated by reference in the Interagency Agreement.

**Pierce County Public Transportation
Benefit Area Corporation**

**Department of Enterprise Services
Division of Engineering & Architectural
Services**



Susan Dreier
Chief Executive Officer
WF
11/17/15



William J. Frare, P.E.
Assistant Director
11-24-2015

Date

Date

Department of Enterprise Services (DES) Rate Sheet as of October 2015

Project Value	EAS PM Fee	Equation	Fee By Eq	Fee by Sch	dif
0	20.00%				
\$ 25,000	14.96%	15.44647%	\$ 3,861.62	\$ 3,740.00	\$ 121.62
\$ 50,000	9.35%	10.42408%	\$ 5,212.04	\$ 4,675.00	\$ 537.04
\$ 100,000	5.84%	7.22341%	\$ 7,223.41	\$ 5,844.00	\$ 1,379.41
\$ 200,000	4.87%	5.18369%	\$ 10,367.38	\$ 9,735.00	\$ 632.38
\$ 300,000	4.01%	4.35341%	\$ 13,060.24	\$ 12,039.00	\$ 1,021.24
\$ 400,000	3.52%	3.88382%	\$ 15,535.26	\$ 14,091.00	\$ 1,444.26
\$ 500,000	3.16%	3.57547%	\$ 17,877.33	\$ 15,804.00	\$ 2,073.33
\$ 600,000	2.87%	3.35470%	\$ 20,128.17	\$ 17,201.00	\$ 2,927.17
\$ 700,000	2.75%	3.18740%	\$ 22,311.80	\$ 19,264.00	\$ 3,047.80
\$ 800,000	2.64%	3.05543%	\$ 24,443.44	\$ 21,104.00	\$ 3,339.44
\$ 900,000	2.54%	2.94816%	\$ 26,533.47	\$ 22,822.00	\$ 3,711.47
\$ 1,000,000	2.51%	2.85893%	\$ 28,589.25	\$ 25,143.00	\$ 3,446.25
\$ 1,500,000	2.44%	2.56725%	\$ 38,508.81	\$ 31,332.00	\$ 7,176.81
\$ 2,000,000	2.38%	2.40229%	\$ 48,045.77	\$ 37,164.00	\$ 10,881.77
\$ 3,000,000	2.31%	2.21641%	\$ 66,492.36	\$ 41,055.00	\$ 25,437.36
\$ 4,000,000	2.25%	2.11128%	\$ 84,451.30	\$ 48,424.00	\$ 36,027.30
\$ 5,000,000	2.18%	2.04225%	\$ 102,112.58	\$ 56,866.00	\$ 45,246.58
\$ 6,000,000	2.11%	1.99283%	\$ 119,569.64	\$ 61,991.00	\$ 57,578.64
\$ 7,000,000	2.05%	1.95537%	\$ 136,876.22	\$ 68,699.00	\$ 68,177.22
\$ 8,000,000	1.98%	1.92583%	\$ 154,066.43	\$ 76,348.00	\$ 77,720.43
\$ 9,000,000	1.92%	1.90182%	\$ 171,163.45	\$ 87,595.00	\$ 83,568.45
\$ 10,000,000	1.85%	1.88184%	\$ 188,183.83	\$ 105,177.00	\$ 83,006.83
\$ 11,000,000	1.78%	1.86491%	\$ 205,139.86	\$ 121,344.00	\$ 83,795.86
\$ 12,000,000	1.72%	1.85034%	\$ 222,040.93	\$ 151,044.00	\$ 70,996.93
\$ 13,000,000	1.65%	1.83765%	\$ 238,894.43	\$ 181,772.00	\$ 57,122.43
\$ 14,000,000	1.59%	1.82647%	\$ 255,706.25	\$ 204,136.00	\$ 51,570.25
\$ 15,000,000	1.52%	1.81654%	\$ 272,481.19	\$ 227,836.00	\$ 44,645.19
\$ 16,000,000	1.51%	1.80765%	\$ 289,223.24	\$ 241,626.00	\$ 47,597.24
\$ 17,000,000	1.53%	1.79962%	\$ 305,935.72	\$ 260,647.00	\$ 45,288.72
\$ 18,000,000	1.53%	1.79234%	\$ 322,621.46	\$ 274,541.00	\$ 48,080.46
\$ 19,000,000	1.54%	1.78570%	\$ 339,282.86	\$ 292,181.00	\$ 47,121.86
\$ 20,000,000	1.55%	1.77961%	\$ 355,922.00	\$ 310,883.00	\$ 45,039.00
\$ 22,000,000	1.56%	1.76882%	\$ 389,140.52	\$ 343,252.00	\$ 45,888.52
\$ 24,000,000	1.63%	1.75954%	\$ 422,288.99	\$ 392,346.00	\$ 29,942.99
\$ 26,000,000	1.79%	1.75145%	\$ 455,376.82	\$ 464,816.00	\$ (9,439.18)
\$ 28,000,000	1.69%	1.74433%	\$ 488,411.53	\$ 473,695.00	\$ 14,716.53
\$ 30,000,000	1.74%	1.73800%	\$ 521,399.25	\$ 520,788.00	\$ 631.25
\$ 40,000,000	1.64%	1.71446%	\$ 685,784.77	\$ 655,258.00	\$ 30,526.77
\$ 50,000,000	1.63%	1.69901%	\$ 849,503.91	\$ 814,016.00	\$ 35,487.91
\$ 60,000,000	1.58%	1.68794%	\$ 1,012,765.85	\$ 948,000.00	\$ 64,765.85
\$ 70,000,000	1.60%	1.67956%	\$ 1,175,690.91	\$ 1,117,376.00	\$ 58,314.91
\$ 80,000,000	1.62%	1.67294%	\$ 1,338,355.46	\$ 1,296,864.00	\$ 41,491.46
\$ 90,000,000	1.65%	1.66757%	\$ 1,500,811.38	\$ 1,486,464.00	\$ 14,347.38
\$ 100,000,000	1.74%	1.66310%	\$ 1,663,095.73	\$ 1,744,320.00	\$ (81,224.27)
					\$ 1,305,210.87

Bus Shop Lighting Project –

The Tacoma Dome Station Bus Shop is outfitted with suspended light fixtures that do not provide the level of lighting needed for the business functions being carried on there, especially during the winter months. A business case was developed in 2014 to address this issue. A project was developed and a budget request made to determine what can be done that would meet current energy codes and at the same time improve the lighting and reduce maintenance and energy costs. In this project we would seek some consultant assistance in identifying lighting options, energy and lighting code requirements, and fixture replacement options. After a product is recommended along with code required controls we would go through the bidding process to hire a contractor to make the necessary changes. Total budget approved for this project including consulting services, permits, fees, taxes, inspections, and construction contracts is \$71,000.

Auto Shop Hoists Replacement Project –

The current hoists have reached the end of their design life. They are so outdated that parts to repair them are no longer available and they are not compatible with all of the different types of vehicles that are currently being served. The scope of this project is to remove the two existing in ground hoists and replace them with new hoists that meet the needs of our current and future fleet. Total budget approved for this project including consulting services, permits, fees, inspections, testing, taxes, and construction contracts is \$311,000.

Facilities Critical Needs Project -

This project is an umbrella project that focuses on the deteriorating condition of our Park-N-Ride lots and transit stations. Some are in worse condition than others and thus it was titled critical in that the longer we waited to address the lots the more extensive the damage becomes. We want to repair the Park-N-Ride lot that is in the worst condition as soon as possible. It is the 512 Park-N-Ride lot and it is very heavily used. It has formal parking spaces for 443 stalls and an additional 15 vehicles park along the eastern boarder for a total of 458 vehicles. Total budget approved for the repairs of several park-n-ride lots and transit centers including consulting services, permits, fees, taxes, testing, inspections, and construction contracts is \$700,000.

Tacoma Dome Station Mid-Life Repairs Project -

The project currently proposed is actually the third phase of an going project initiated in 2011. Phase 1 was a condition assessment of the two parking garages by consulting firm Wiss, Janney, Elstner Associates, Inc. In phase 2 we continued to work with Wiss, Janney, Elstner Associates, Inc. to develop construction drawings and bid specifications to address the issues identified in the condition assessment. Phase 2 has just been completed. Phase 3 is the next phase of the project. In this phase working through the Department of Enterprise Services we want to put the bid set of drawings and specifications out to public bid, secure a contract and make the repairs to the two Tacoma Dome Station parking garages and associated bridges between the two facilities. Once a contract is in place the project is estimated to be a 12 month long project due to the need to maintain use of a large portion of the facilities while being repaired. This project will address deteriorating conditions and extend the life of the two parking garages. A

federal earmark became available for this project along with a Sound Transit contribution of close to \$400,000. We would like to put this out to bid in January with an estimated construction start date in early March. The total budget for the last phase of this project is 2.2 million with a contingency.