

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>April 13, 2015</u>
Subject:	<u>A Resolution approving Supplement</u>	Prepared by:	<u>Gregory Jacoby</u>
	<u>No. 4 to the SR 161 WA Avenue North</u>		<u>Town Attorney</u>
	<u>Corridor Streetscape Project</u>	Atty Routing No:	<u>011-15</u>
	_____	Atty Review Date:	<u>April 9, 2015</u>

Summary: On August 25, 2011 the Town entered into a Local Agency Agreement with the Washington State Department of Transportation for the SR 161 Washington Avenue North Corridor Streetscape and Design Project. The primary goal of the project was to provide and upgrade the pedestrian features and amenities from the intersection of Lynch Creek Road / SR 161 and Center Street / SR 161 as well as to provide architectural and landscape amenities throughout the corridor. The initial estimated total project cost was \$246,891.82. The project is funded by the Town and federal grant funds. KPG, P.S. is the contractor performing the work.

The Town desires to continue providing streetscape/sidewalk improvements to the Washington Avenue North (SR 161) in the center of downtown. This phase of the project will provide for the construction of needed infrastructure and streetscape improvements that will assist in revitalizing the commercial area, including pedestrian improvements for safety.

Right-of-way acquisition services are needed to accomplish this phase of the project. KPG, P.S. has proposed a change to the original Scope of Work, to include the right-of-way acquisition services, which are to be performed by Cascade Right-of-Way Services, Inc. Supplement Agreement Number 4, supplementing the original Local Agency Agreement, has been proposed, which includes a revised contract completion date of December 31, 2016, and an \$81,146 increase to the project budget, making the maximum amount \$328,037.

Recommendation: Staff recommends the adoption of Resolution No. 2015-J, approving Supplemental Agreement Number 4 to the SR 161/Washington Avenue North Corridor Streetscape and Design Project.

Motion for consideration: I move to Resolution No. 2015-J, approving Supplemental Agreement Number 4 to the SR 161/Washington Avenue North Corridor Streetscape and Design Project.

Fiscal Impact: The Town will be responsible for \$11,320 of the increased budget amount.

Attachments: Proposed Resolution No. 2015-J, Original Local Agency Agreement, and proposed Supplemental Agreement Number 4.

RESOLUTION NO. 2015 - J

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, APPROVING SUPPLEMENTAL AGREEMENT
NUMBER 4 OF THE SR 161 WA AVENUE NORTH CORRIDOR
STREETSCAPE PROJECT FOR RIGHT-OF-WAY ACQUISITION
SERVICES**

WHEREAS, RCW 39.34.080 and other Washington law authorizes any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, on August 25, 2011 the Town of Eatonville entered into a Local Agency Agreement with the Washington State Department of Transportation for the SR 161 Washington Avenue North Corridor Streetscape and Design Project. KPG, P.S. is the contractor performing the work; and

WHEREAS, the primary goal of the project is to provide and upgrade the pedestrian features and amenities from the intersection of Lynch Creek Road / SR 161 and Center Street / SR 161 as well as to provide architectural and landscape amenities throughout the corridor; and

WHEREAS, the project is funded partially by the Town of Eatonville and partially by federal grant funds; and

WHEREAS, the Town of Eatonville desires to continue providing streetscape/sidewalk improvements to the Washington Avenue North (SR 161), in the center of downtown. This phase of the project will provide for the construction of needed infrastructure and streetscape improvements that will assist in revitalizing the commercial area, including pedestrian improvements for safety; and

WHEREAS, right-of-way acquisition services are needed to accomplish this phase of the project. KPG, P.S. has proposed a change to the original Scope of Work, to include the right-of-way acquisition services, which are to be performed by Cascade Right-of-Way Services, Inc.; and

WHEREAS, the Town of Eatonville desires to enter into Supplement Agreement Number 4, which provides for the necessary right-of-way acquisition services and includes a revised contract completion date of December 31, 2016, and an \$81,146 increase to the project budget, making the maximum amount \$328,037; and

WHEREAS, the Town of Eatonville will be responsible for \$11,320, with the remaining funds being paid by federal grant funds; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: Supplemental Agreement Number 4 to the SR 161 Washington Avenue North Corridor Streetscape and Design Project, in the form attached hereto as Exhibit A, is approved.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 13th day of April 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk



Supplemental Agreement Number 4		Organization and Address 2502 Jefferson Ave Tacoma, WA 98402	
Original Agreement Number KPG3 10089		Phone: 253-627-0720	
Project Number STPUS-161(031)		Execution Date 4/26/2011	Completion Date 12/31/2016
Project Title SR 161 WA Ave N Corridor Streetscape		New Maximum Amount Payable \$ 328,037.00	
Description of Work Right of Way Acquisition Assistance			

The Local Agency of Town of Eatonville
 desires to supplement the agreement entered into with KPG, P.S.
 and executed on 4-26-2011 and identified as Agreement No. STPUS-161(031)

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 scope of work Exhibit A-1 for Right-of-way Acquisition Services.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Contract Completion 12/31/2016

III

Section V, PAYMENT, shall be amended as follows:

See exhibit E for Budget Breakdown - Previous Contract amount \$246,891.82 Supplement 4 - \$81,1469 to
 Maximum amount = \$328,037

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: Terry Wright

By: _____

Terry Wright
 Consultant Signature

 Approving Authority Signature

 Date

**Town of Eatonville
SR161/ Washington Avenue North Corridor Streetscape Project
ROW Acquisition Services
Scope of Work**

KPG, Inc
March 17, 2015

A. PROJECT DESCRIPTION/BACKGROUND

The Town of Eatonville (owner) desires to continue providing streetscape/sidewalk improvements to Washington Avenue North (SR161) in the center of downtown. This project will provide for the construction of needed infrastructure and streetscape improvements that will assist in revitalizing the commercial area, including pedestrian improvements for safety.

This phase of work will cover the effort required to acquire the needed right-of-way to build the proposed improvements. KPG will hire the services of Cascade Right-of-Way Services, Inc. (CRS) to complete the acquisition process. KPG's main roll under this scope of work will be to provide supporting information needed by CRS.

B. ASSUMPTIONS

The following assumptions were made to provide direction to the design:

- CRS and will work directly with the Owner throughout the acquisition process. The Owner will not authorize CRS to complete out of scope work without 1st approving a budget amendment.
- Property acquisition will be required for 9 parcels, one of which is owned by the Town of Eatonville
- Temporary Construction Permits will not be acquired at this time.
- Environmental permitting is complete.
- No design changes are included within this Scope of Work.

D. SCOPE OF WORK

Note: The current authorization is for completion of right-of-way acquisition supporting coordination. Anticipated future effort for Construction Services will be completed under a supplemental agreement if requested by the Town of Eatonville.

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant will provide continuous project management for the project duration (estimate 7 months).

Exhibit A-1

- 1.2 The Consultant shall prepare monthly progress reports identifying work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs.
- 1.3 The Consultant shall prepare for and attend coordination/progress meetings with Owner and CRS to discuss key issues and track progress (estimate 3 meetings).

TASK 2 – ACQUISITION ASSISTANCE

The Consultant will:

- 2.1 Provide one figure for each of the 8 parcels that shows existing ROW, proposed ROW, existing features and proposed features. These figures will be used during the negotiation process with the property owners.
- 2.2 Prepare one legal description and exhibit for each parcel.
- 2.3 Attend one meeting the property owner and right-of-way agent.
- 2.4 Mark the locations of the proposed right-of-way in the field for each parcel.
- 2.5 Review 9 title reports to determine existing right-of-way and property lines locations and determine if there are any encumbrances on the areas to be acquired.
- 2.6 Prepare right-of-way plans for review and approval by WSDOT. Required per Mark Brooks and Paul Lovgren WSDOT.

TASK 3 – ACQUISITION SERVICES

Right-of-way acquisition services will be performed by Cascade Right-of-way Services, Inc. as described on the attached Exhibit A-1

EXTRA WORK

The Town of Eatonville may require other services by the consultant. These services could include additional public involvement, construction phase services, and other work tasks not included in the scope of work. At the time these services are required, the Consultant will provide the Town with a detailed scope of work, including a fee estimate. The Consultant will not proceed with the work until the Town has authorized the work and issued a Notice to Proceed.

EXHIBIT A-1 SCOPE OF WORK

Washington Ave. Streetscape Right of Way Acquisition Services

1-23-15

The Town of Eatonville and KPG are in the process of designing improvements to the above named project. The proposed improvements require that right of way be acquired from as many as eight parcels fronting the roadway.

Process

Cascade Right-of-Way Services, Inc. (hereinafter known as CONSULTANT) will provide right-of-way acquisition and valuation services for the above stated property interests using procedures specified herein and in accordance with the Washington State Department of Transportation (WSDOT) *Right-of-Way Manual* and *Local Agency Guidelines*, which by this reference are made a part of this Agreement.

The CONSULTANT will contract with an appraiser listed on the latest WSDOT Fee Appraiser List for valuation services.

The CONSULTANT will contact property owners, advise them of the process, assemble negotiation packages, and schedule appointments. The CONSULTANT will supply all necessary transfer documents using town forms (excluding legal descriptions which will be provided by the KPG). The CONSULTANT will manage the documents, obtain signatures, and submit them to the TOWN for approval.

The CONSULTANT will provide the following:

140.1) Public Involvement

The CONSULTANT will contact owners along the corridor to discuss the project and process prior to any valuations being completed or offers made.

140.2) Valuation of Proposed Acquisition Areas

- a) The CONSULTANT will contract with a WSDOT-approved appraiser for valuation services. The appraiser will prepare Administrative Offer Summaries (AOS) for the eight parcels identified in the Project Funding Estimate along with a memo detailing recent comparable sales searches. It is assumed there will be no full appraisal reports. In the event, any owners (potentially two) request full appraisals, the appraisal(s) will be considered extra work.
- b) The CONSULTANT will perform valuation functions to the limit of the authority set forth in the title reports, project maps, determination of fair market value, and the manuals noted above. Each valuation will be reported in accordance with the Code of Professional Ethics and subject to the requirements of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP). Compliance with the State of Washington certification requirements will be met by all appraisers and review appraisers assigned to this project.

140.3) Negotiations

The CONSULTANT will assemble negotiation packages, contact property owners to schedule an appointment to begin negotiations, and advise them of the process. Absentee owners will be contacted and negotiations conducted by telephone. The CONSULTANT will notify the TOWN of those owners with whom contact could not be made and request direction on how to proceed.

The CONSULTANT will assure that negotiations are performed only to the limit of authority delineated by the title reports, project maps, determined fair market value, procedures manual, acquisition schedule, or written instructions issued by the TOWN.

The CONSULTANT will work such days and hours as may be necessary to meet with interested property owners that may not be available during regular working days or hours.

The CONSULTANT will provide a diary with all negotiation packages submitted to the TOWN. The diary information will include, at a minimum, the time, place, amount of offer, to whom the offer was made, parties present, and owner response.

At the first negotiation meeting or phone conversation with each property owner or their agent, the CONSULTANT will explain the purpose and need for the project, identify what is needed from each owner's property for the project, attempt to receive a commitment from the owner to accept the TOWN'S offer, and make record of all information needed to prepare closing documents.

The CONSULTANT will assure that up to three negotiation contacts are made with each interested party (owner or owner's agent) in order to acquire valid title to the needed property rights as shown on the project map or as instructed in writing by the TOWN. Any additional personal contact with the owner or their representative will be negotiated as extra work.

Following a successful negotiation, all closing documents will be presented to the owner for signature. When all documents are signed, the CONSULTANT will deliver them to the TOWN for review and signing and then coordinate the closing with an escrow company approved by the TOWN. The TOWN will pay for all recording fees, title reports, and typical closing costs. Should any documents require revisions or if the terms are found unacceptable to the TOWN, the TOWN will make clear the appropriate revisions required for re-negotiations.

140.4) Closing Coordination

It is assumed the TOWN will contract directly with the escrow company for closing. When the TOWN receives acceptable documents from the CONSULTANT, they will be signed by the TOWN and forwarded to the title/escrow company for processing, recording and closing. The escrow company will be responsible for the preparation and receipt of all signatures for all documents such as Waivers of Compensation, Requests for Partial Re-conveyance, and satisfaction of all liens and encumbrances for each parcel.

In the event the escrow company needs additional information from property sellers, the CONSULTANT will assist the escrow company in obtaining the needed information. As each transaction is closed, the escrow company will then record all documents and return originals to the TOWN.

140.5) Preparation of Documents

The CONSULTANT will prepare and provide First Offer Letters, Request for Taxpayer Identification Number and Certification documents (W-9), Real Property Vouchers, Real Estate Tax Affidavits, and Deeds. KPG will provide in electronic format legal descriptions and parcel exhibits. The CONSULTANT will also prepare the Right-of-Way Diaries for documentation of individual parcel contacts.

140.6) WSDOT Coordination and Review

The CONSULTANT will provide copies of the offer packages to the WSDOT Local Agency Coordinator for review and make any necessary amendments prior to the offers being made. Upon completion of the acquisition process, the CONSULTANT will coordinate with WSDOT to have the files reviewed and make any necessary amendments for right-of-way certification.

140.7) Progress Reports/Invoicing

Included in this task is time for completing monthly progress reports and preparing invoices.

140.8) Valuation Services

To be provided by Appraisal Solutions Northwest, Inc.

Condemnation

If the CONSULTANT does not reach a successful agreement with the owner(s), the documents will be referred to the TOWN. The TOWN will then decide on the next step with any unsuccessful negotiations. The TOWN may wish to proceed with condemnation. Condemnation proceedings are the responsibility of the TOWN, unless the CONSULTANT is authorized to assist in the condemnation process by a supplement to the Contract. The preparation, negotiation and execution of Possession & Use Agreements are considered a part of the condemnation process.

Direct expenses associated with limited liability guarantees, title reports, title insurance, escrow fees, other closing costs and payments to property owners will be the responsibility of the TOWN.

Relocation

It is assumed that no relocation will be required for this project.

If relocations are found to be necessary and the TOWN wishes to have the CONSULTANT assist in the relocation process, that work will be negotiated and added by supplemental agreement.

Survey

KPG will stake the proposed right-of-way lines with nails, lath or paint at intervals sufficient to provide inter-visibility.

End of Scope of Work

EXHIBIT E



CLIENT: Town of Eatonville
 PROJ NAME: SR161 Corridor Streetscape ROW
 Job # 10089 Supplement 3
 DATE: March 19, 2015

SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK

TASK NO.	TASK DESCRIPTION	Classification						Total Hours	Task Total				
		Project Mgr/Senior Urban	Project Engineer	Design Engineer	Landscape Design Tech	Sr. Landscape Architect	Surveyor, Manager			Surveyor PLS	Surveyor Crew	Technician I	Clerical
1.0	Management/Coordination/Adm. =	176.47	108.64	84.71	67.53	120.39	172.21	115.75	146.82	76.23	66.07		
	Task 1 Hours =	36.0	15.0								21.0		\$9,369.99
2.0	Acquisition Assistance												
	Task 2 Hours =	20.0	78.0	34.0			13.5	78.0	16.0	24.0			\$30,415.49
3.0	Acquisition Services												
	Task 3 Hours =												
4.0													
	Task 4 Hours =												
5.0													
	Task 5 Hours =												
6.0													
	Task 6 Hours =												
OTHER DIRECT COSTS													
	Other Direct Costs												
	Hours	56.0	95.0	34.0			13.5	78.0	16.0	24.0	21.0		\$4,305.00
	Total	\$9,882	\$10,104	\$2,880			\$2,325	\$9,029	\$2,349	\$1,830	\$1,387		
TOTALS		KPG DESIGN SERVICES LABOR TOTAL =										\$44,090.48	

EXHIBIT E

PROJECT SUMMARY EXPENSE ESTIMATE



- ◆ Architecture
- ◆ Landscape Architecture
- ◆ Civil Engineering

DATE: March 19, 2015

CLIENT: Town of Eatonville
 PROJ NAME: SR161 Corridor Streetscape ROW
 Job # 10089 Supplement 3

EXPENSE ITEM	Cost / Unit	Qty	Total
Travel - Mileage	0.61 \$ / mile	500	\$305
Final Design	9.00 \$ / 4 hrs		\$0
Maps and Charts	- estimate	LS	\$0
11 X 17 Copies	0.10 \$ea	0	\$0
	0.35 \$ea	0	\$0
	0.35 \$ea	0	\$0
11 X 17 Plot Check Prints	1.00 \$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00 \$ea	0	\$0
Color Reduction Prints 11 x 17	1.50 \$ea	0	\$0
22 X 34 Copies	2.00 \$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00 \$ea		\$0
Plots Large Vellum	8.00 \$ea	0	\$0
Plots Large Mylar	14.00 \$ea		\$0
Mountings 22 x 34	15.00 \$ea	0	\$0
Plot Prints Large Bond Color	22.00 \$ea	0	\$0
Photo Documentation	- estimate	LS	-
Postage	- estimate	LS	-
Courier Service	- estimate	LS	-
Title Reports	450.00 \$ea	8	\$3,600
2009 Aerial Photos	500.00 \$ea		\$0
Outside Plan Reproduction Cost	1,000.00 LS	1	\$400
Total KPG In-House Expense =			\$4,305

EXHIBIT E



 CLIENT: Town of Eatonville
 PROJ NAME: SR161Corridor Streetscape ROW
 Job # 10089 Supplement 3
 DATE: March 19, 2015

TASK NO.	TASK DESCRIPTION	Classification	Initials	TASK 1 HOUR BREAKDOWN										Total Hours	Task Total	
				STAFF LABOR HOURS REQUIRED BY TASK												
				Project Mgr/Senior Urban	Project Engineer	Design Engineer	Landscap e Design Tech	Sr. Landscap e	Surveyo r, Manager	Surveyo r, PLS	Survey Crew	Technician I	Clerical			
1.0	Management/Coordination/Admin.			176.47	108.64	84.71	67.53	120.39	172.21	115.75	146.82	76.23	66.07			
1.1	Management and administration (7 months			14.0									14.0		\$3,395.56	
1.2	Prepare monthly progress reports			7.0									7.0		\$1,697.78	
1.3	Prepare and attend meetings with City Staff			15.0	15.0									30	\$4,276.65	
OTHER DIRECT COSTS																
Other Direct Costs																
Hours				38.0	15.0								21.0			
Total				\$6,352.92	#####								#####			
TOTALS															\$9,369.99	

EXHIBIT E



Architecture
Landscape Architecture
Civil Engineering

CLIENT: Town of Eatonville
 PROJ NAME: SR161Corridor Streetscape ROW
 Job # 10089 Supplement 3
 DATE: March 19, 2015

TASK NO.	TASK DESCRIPTION	Classification	Initials	KPG - STAFF LABOR HOURS REQUIRED BY TASK										Task Total		
				Project Mgr/Senior Urban	Project Engineer	Design Engineer	Landscape Design Tech	Landscape Architect	Surveyor, Manager	Surveyor, PLS	Survey Crew	Technician I	Clerical		Total Hours	
2.0	Acquisition Assistance			176.47	108.64	84.71	67.53	120.39	172.21	115.75	146.82	76.23	66.07			
2.1	ROW Figures (8 assumed)			8.0	24.0	16.0								48	\$5,374.48	
2.2	Legal Description and Exhibit (9 assumed)					18.0			9.0	36.0				63.0	\$7,241.71	
2.3	Property Owner Meetings (8 assumed)			8.0	24.0						16.0			32.0	\$4,019.12	
2.4	Right Locations in Field									8.0				24	\$3,275.12	
2.5	Review Title Reports (9 assumed)								4.5	18.0				22.5	\$2,858.46	
2.6	Preparation of ROW Plans (3 Sheets)			4.0	30.0					16.0		24.0		74	\$7,646.80	
OTHER DIRECT COSTS																
Other Direct Costs																
Hours				20.0	78.0	34.0			13.5	78.0	16.0	24.0		263.5		
Total				\$3,529.40	###	###	###	###	###	###	###	###	###	###	\$1,829.52	
TOTALS															\$30,415.49	

EXHIBIT E



Architecture
 Landscape Architecture
 Civil Engineering

CLIENT: Town of Eatonville
 PROJ NAME: SR161Corridor Streetscape ROW

Job # 10089 Supplement 3
 DATE: March 19, 2015

TASK NO.	TASK DESCRIPTION	Classification	TASK 3 HOUR BREAKDOWN										Task Total
			Project Mgr/Senior Urban	Project Engineer	Design Engineer	Landscape Design Tech	Landscape Architect	Surveyor, Manager	Surveyor PLS	Survey Crew	Technician I	Clerical	
3.0	Acquisition Services	Initials	176.47	103.64	84.71	67.53	120.39	172.21	115.75	146.82	76.23	66.07	
3.1													
3.2													
3.3													
3.4													
3.6													
3.7													
3.7													
OTHER DIRECT COSTS													
Other Direct Costs													
Hours Total													
TOTALS													