

Agreement Number Y 9245**Supplement Number 2**

This SUPPLEMENTAL AGREEMENT, is made and entered into on this

16th day of June, 2008, between the State of Washington, acting through the Washington State Department of Transportation and the Secretary of Transportation, hereinafter called the "STATE," and David Evans & Associates Inc., hereinafter called the "CONSULTANT."

WHEREAS, the parties hereto have previously entered into an agreement for services, said agreement being Agreement Number Y 9245 dated May 16, 2005; and

WHEREAS, the STATE desires to have the CONSULTANT assist the STATE by providing additional services; and

WHEREAS, Section XIV, EXTRA WORK of the AGREEMENT provides for payment by supplemental agreement for additional work; and

WHEREAS, both parties desire to supplement said AGREEMENT by increasing the maximum amount payable to cover the cost for additional services.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

Each and every provision of the original AGREEMENT as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

IV**Time for Beginning and Completion**

Section IV, "Time for Beginning and Completion," shall be supplemented to extend the completion date from May 30, 2008, to June 30, 2010.

1
2 **V**

3 **Payment**

4 Section V, "Payment," shall be supplemented to compensate the CONSULTANT for the
5 additional engineering services necessary to complete the project as follows:

6 C. Maximum Total Amount Payable

7 The maximum total amount authorized for this SUPPLEMENTAL AGREEMENT is
8 increased by \$45,000,000.00 from \$50,000,000.00 to \$95,000,000.00. The
9 maximum total amount payable for this AGREEMENT is \$95,000,000.00, including
the MRF of \$0.00.

1 IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL
2 AGREEMENT as the day and year first above written.

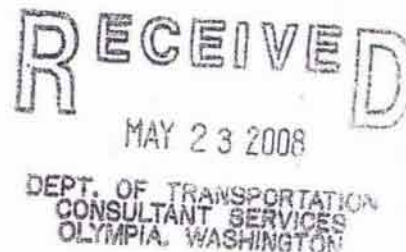
3 DAVID EVANS & ASSOCIATES INC. WASHINGTON STATE DEPARTMENT
4 *Jay Evans, Sr. V.P.* OF TRANSPORTATION
5 *Arnold R. Anderson, Sr. VP.* *Wayne Dillmy*

6 Approved as to form on this 6th day of June, 2008.

7 By: *J. N. Attridge*
8 Assistant Attorney General



DATE: 5/16/2008
TO: Director, Consultant Services
MS-47323
Ph- (360) 705-7103
FROM: Douglas P Ficco *DF*
MS-S 15
Ph-360-737-2726



SUBJECT: Request for Consultant Services- Supplement Original Agreement
Agreement Number: Y 9245, Supplement Number: 2
Project Title: Columbia River Crossing Project
Prime Consultants Name: David Evans & Associates, Inc.

1. *Project Manager Name, Phone Number, and Org Code.*

Name: Douglas P. Ficco Phone: 360-737-2726 Org Code: 441101

2. *Identify and fully describe the specific problem, requirement or need which the amendment is intended to address and which makes the services necessary.*
3. In February of 2005 the WSDOT advertised for this project. David Evans and Associates, Inc. was awarded a contract for the project. We are now ready to move to the next phase of work for the project.

The Columbia River Crossing Project is one of a finite list of projects recognized by the Oregon and Washington Departments of Transportation through the I-5 Partnership Strategic Plan as being a solution to improving the existing I-5 Columbia River crossing and significant to the future of the Pacific Northwest. This PROJECT encompasses a five-mile capacity improvement along Interstate 5 from the SR 500 interchange in Clark County to the Columbia Boulevard interchange in Portland. It includes possible improvements to 7 interchanges (4 in Washington and 3 in Oregon); and replacement of or the addition of a supplemental structure to the existing bridge over the Columbia River.

Describe how WSDOT determined that the services are critical or essential to the agency responsibilities or operations and/or whether the services are mandated or authorized by the legislature

The I-5 Corridor is a critical link in the Washington/Oregon transportation system, that is congested many hours of the day resulting in associated economic impacts. It serves as a vital regional travel corridor within the Portland/Vancouver region. As a major route for employees, freight, and goods for many large and small businesses, its importance extends beyond our borders, both nationally and internationally.

The project is a joint effort between the WSDOT, ODOT, Federal Highway Administration, Federal Transit Administration, Metro, Southwest Washington Regional

Transportation Council, C-Tran, TriMet, City of Vancouver, City of Portland, and the communities in the I-5 corridor.

4. *Explain what effort has been taken to conclude that sufficient staffing or expertise is not available within the agency, (not just within the agency division), to perform the service.*

WSDOT does not have sufficient staff or expertise to perform the work on this project.

Explain what effort has been taken to conclude that OTHER GOVERNMENTAL RESOURCES (LOCAL, STATE OR FEDERAL AGENCIES) OUTSIDE OF WSDOT are not available to perform the services more efficiently or more cost effectively.

N/A

5. *Provide an explanation of the consultant's qualifications, abilities, or expertise to meet the agency's specific needs for the services under the amendment.*

6. 2. In February of 2005 the WSDOT advertised for this project. That advertisement included the following.

7. 10. The WSDOT/ODOT project team desires to retain an experienced consultant team to gain the benefit of experience and expertise in major project management as well as to augment WSDOT/ODOT workforce to deliver this project. The consultant will come into this project at a very early preliminary stage to formulate strategies collaboratively with the WSDOT/ODOT project team on how to deliver this massive, challenging project, and then to implement the delivery strategies. The first stage of the agreement is to perform preliminary design and NEPA environmental documentation. At the option of the WSDOT/ODOT project team, additional design work, and one PS&E as well as On-Call services through completion of construction may be added, if necessary.

David Evans and Associates, Inc. was selected for the project.

8. *State the rationale for executing an amendment to an existing contract rather than competitively procuring the services and awarding a new contract. Include how executing the amendment can most effectively achieve the agency's purpose.*

See above.

9. *Are the proposed services within the scope of the original contract? If no, explain:*

Yes.

10. *Explain why the services were not included in the terms of the original contract?*

The services were included. The funding wasn't.

11. *Explain what conditions have changed since the award and other applicable information that clearly justifies the decision to amend the contract.*

We need the additional dollar amount to continue working on the project.

12. *Are the rates the same as that negotiated under the original contract?*

The rates are the same as the existing amended rates.

13. *Provide the funding source of the project, include the Program Identification Number (PIN) and Work Order Number. Also, include the organization code for the work order. Include Federal Aid Number and participation percentage on federally funded projects. Provide assurance that the appropriate Program Management office has reviewed and approved funding.*

PIN Number 400506A

Work Order Number XL 2268

Org Code 441101

The funding source will vary during the duration of the project.

14. *Provide a written State estimate for the costs of the services that will be performed by the consultant on the proposed project. The estimate should include the following:*

- *Direct Salary Costs*
Include number of hours and salary rates for each proposed classification.
- *Overhead Costs*
Based upon a percentage of direct salary costs (normally the range is between 120-200% of direct salary costs).
- *Fixed Fee Costs*
Based upon a percentage of direct salary costs. The fixed fee percentage will normally range from 17-35% of direct salary costs.
- *Reimbursable Expenses*
Usually 5-10% of total costs of the agreement. These costs may include mileage, travel, computer, copies, etc.
- *Sub-consultant Expenses*
Include estimated costs for sub-consultants, this will be an accumulative amount that will include direct salary costs, overhead costs, fixed fee costs and reimbursable expenses.

\$45,000,000.00

15. Identify the start date of the proposed supplement and duration of the supplemental work.

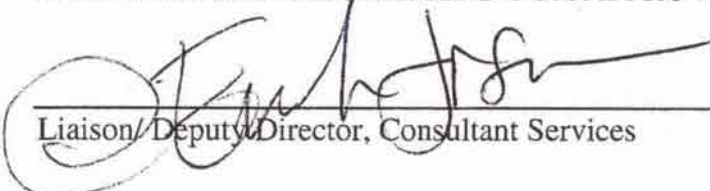
Start June 1, 2008, End date June 30 2010.

16. Area Consultant Liaison Name and Phone Number.


Name: George Humphrey

Phone: 360-816-8864

REVIEWED AND RECOMMEND FOR APPROVAL:


Liaison/Deputy Director, Consultant Services
5/20/08
Date

APPROVED:


Asst. Director, Consultant Services
6/02/08
Date

FOR INTERNAL USE ONLY

Agreement Type: CPFF TONHR TONPR HR LS

Attachments

cc: