



Transportation & Public Works Meeting Agenda

Thursday, March 21, 2019
4:30 PM to 6:00 PM
SeaTac City Hall – Riverton Room

Councilmembers:
Peter Kwon, Chair
Rick Forschler
Pam Fernald

A quorum of the Council may be present

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

TIM E	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	Public Comment	Please raise your hand if you'd like to speak. Public comments are limited to 10 minutes total, 3 minutes per individual. Time may be reduced for each speaker in order to stay within the overall 10 minute time limit.	Chair	5
3	Prior Minutes Approval	Approval of Feb 21 Meeting Minutes	Chair	5
4	Lake to Sound Trail Segment C, and Project Agreements	Discussion/Recommendation (Presentation by King County Staff)	Florendo Cabudol	15
5	Flight Safety Easement	Discussion/Action	Will Appleton	15
6	Funding and Inter Local Agreement for South 200 th Street On-Ramp to SB I-5	Discussion/Recommendation	Will Appleton	15
7	S. 166 th Safe Routes To School Project – Additional Budget Request	Discussion/Recommendation	Florendo Cabudol	5
	<u>Future Meeting Topics:</u>			

	Project Final Acceptances; 6-Year TIP; IB Turn-back; Sound Transit Mtce. & Ops. of Facilities; ROW Standards; Concurrency;			
8	Adjourn	Adjourn Meeting	Chair	



Transportation & Public Works Committee Meeting Minutes

Approve Prior
Meeting Minutes

Thursday, February 21, 2019
4:30 PM – 6:00 PM
SeaTac City Hall – Riverton Room

Members:	Present:	Absent:	Commence:	Adjourn:
Peter Kwon, Chair	X		4:32 PM	5:25 PM
Rick Forschler		X		
Pam Fernald	X			

Other Councilmembers in attendance: CM Wachtel;

Staff Coordinator: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

Other Staff Present: Kamal Mahmoud, Engineering Manager; Mark Johnsen, Sr. Asst. City Attorney

1. Public Comment	No public comment
2. Approve Prior Meetings' Minutes	Minutes for January 17 T&PW Meeting These minutes were approved to go to Council for final approval.
3. Condemnation Ordinance	Discussion/Recommendation The condemnation ordinance allows the City to acquire the pieces of property that are needed to complete the road improvement project. In the event that the City is unable to reach agreement with property owners in a timely manner, having the ordinance in place allows for the City to take possession and use of the property to allow the project to move forward while negotiations with the property owner continue. In all cases the City works to negotiate with property owners to come to a mutual agreement. Ultimately, the process insures that Property owners are fairly compensated for their property and or loss of uses. If the City and property owner cannot come to agreement, we may go through the full condemnation process to obtain what is needed for the project

	<p>There are just four properties on the Military Road South/south 152nd Street project that need small strips of property acquired; there are significantly more on South 200th Street project that may be impacted.</p> <p>On South 200th Street, there are several septic field issues where the strips of property needing to be acquired will possibly affect the septic fields on their properties. The City is looking into relocation of their septic fields. Midway Sewer has been consulted and there are no plans for a sewer upgrade in this neighborhood in the near future.</p> <p>Properties in the City of Des Moines along this road improvement alignment will be taken through the process in the City of Des Moines.</p> <p>The Committee approved the condemnation ordinances to be moved forward to Regular Council Meeting on February 26 and for action at Regular Council Meeting on March 12.</p>
<p>4. Inter Local Agreement with City of Des Moines for Des Moines Memorial Drive South and South 200th Street Intersection Project</p>	<p>Discussion/Recommendation</p> <p>This Inter Local Agreement with the City of Des Moines spells out the financial contribution that the City of Des Moines will make to this road project and also clarify roles and responsibilities of each party.</p> <p>Des Moines will contribute up to \$550,000 Lump Sum to offset the costs of the west leg of the project. Additional work to fix a localized flooding drainage issue in the City of Des Moines will be accomplished under this project, and will be fully paid for by the City of Des Moines (this amount will be in addition to the lump sum payment).</p> <p>The City of SeaTac will be project manager on the project.</p> <p>The Committee approved the Inter Local Agreement to move forward to the February 26 Regular Council Meeting action agenda.</p>
<p>5. Adjourn</p>	<p><u>Adjourn Meeting</u></p>

**Approve Prior
Meeting Minutes**



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Florendo Cabudol, City Engineer
Date: 3/21/19
Subject: Lake to Sound Trail Segment C – Project Agreements

Purpose:

The purpose of this item is to inform the Committee on the status of the proposed Lake to Sound (L2S) Trail Segment C project and to seek recommendation to bring an Interlocal Agreement between SeaTac and King County for the delivery of the project to Council for review and action.

Background:

The Lake to Sound (L2S) Regional Trail system is in response to the lack of an east-west non-motorized transportation corridor in South King County. Development of the L2S Trail system provides a regional trail connection between the economically disadvantaged communities of Burien, SeaTac, Tukwila, Renton, and Des Moines, connecting downtown regional growth centers, transportation facilities, neighborhoods, parks, and other regional and local trails. When complete, the Lake to Sound Trail will provide this much-needed connectivity between communities and be a legacy for future generations.

The L2S Trail provides a non-motorized connection to multiple cities in the South King County region. The 16-mile-long non-motorized corridor will link to a network of existing north-south regional trails in South King County including the Cedar River Trail, Interurban Trail (South) and the Green River Trail. The Green River Trail to the north will offer a trail connection to Seattle via the Duwamish. To the south, the cities of Kent, Auburn, Algona, and Pacific will be networked to the Lake to Sound via the Interurban Trail (South) and Maple Valley, Black Diamond and Covington will be linked via the Cedar River and Green to Cedar River trails. More information about the L2S Trail system can be found here:
<http://www.kingcounty.gov/services/parks-recreation/parks/trails/regional-trails/popular-trails/lake-to-sound.aspx>.

Segment C is the current segment under design for the L2S Trail system. It is 2.2 miles in length and connects the south terminus of Segment B to the Des Moines Creek Trail Head at South 200th Street., roughly following the future SR509 extension alignment. Project design is progressing to 90%, and is scheduled to go to construction in early 2020. Part of the Segment C alignment uses existing SeaTac right-of-way from Des Moines Memorial Drive S, along South 196th Street, which turns into 18th Avenue South as it approaches South 200th Street. This

alignment necessitated the acceleration of SeaTac's intersection improvement project at Des Moines Memorial Drive South and South 200th Street.

An interlocal agreement between SeaTac and King County is needed to memorialize the terms and responsibilities for the delivery of the Lakes to Sound Trail Segment C project. The agreement is attached for discussion purposes. Upon Committee approval, the final agreement will be brought before Council in May.

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATAC
TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN
LAKE TO SOUND TRAIL, SEGMENT C, WITHIN CITY BOUNDARIES**

This Interagency Agreement, (“Agreement”) is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”) and the City of SeaTac, a municipal corporation of the State of Washington (“the City”), regarding design, construction, ownership, operation and maintenance of the portion of Segment C of the Lake to Sound Trail (“Segment C”) that is within the City.. The County and the City are collectively referred to as “the Parties”.

RECITALS

The County, the Washington State Department of Transportation (“WSDOT”) and the Cities of SeaTac and Burien are working cooperatively to construct what is known as Segment C of the Lake to Sound Trail. Segment C extends 2.2 miles connecting the south terminus of Segment B to the Des Moines Creek Trail at S. 200th St., generally following the SR 509 Completion Project alignment. This segment utilizes SR 509 right of way owned by WSDOT (“WSDOT ROW”) and the Easement Areas on private properties.

- A. The Lake to Sound Trail is part of King County’s Regional Trail System (“RTS”), one of the nation’s most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.
- B. The Lake to Sound Trail extends from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and the County.
- C. The Lake to Sound Trail is being constructed in segments. Segment B is a 1.5 mile segment that follows Des Moines Memorial Drive from 156th Way in SeaTac to S. Normandy Road in Burien and was completed in 2017. Segment A is a 1.1 mile segment that passes through the Black River Riparian Forest Park in Renton to the Green River Trail in Tukwila’s Fort Dent Park and will be completed in late 2019. Segments D, E and F are in the cities of Renton and Tukwila and will complete an east-west connection along the trail corridor.
- D. Segment C is located within the cities of SeaTac and Burien. This Agreement governs only those portions of Segment C located in the City of SeaTac.
- E. The portion of Segment C within the City of SeaTac (“the Project”) will be located substantially within the street right of way for Des Moines Memorial Drive, 18th Avenue

South and South 196th Street (“City Property”) and within the WSDOT ROW. Segment C will also be located on easements crossing thirteen private parcels (“Easement Areas”) and an off-site mitigation area in Des Moines Creek Park.

F. The City of SeaTac will obtain a trail lease from WSDOT for that portion of trail that is located on WSDOT ROW in the City of SeaTac. King County will assist the City of SeaTac in the negotiations with WSDOT regarding the trail lease.

G. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County’s ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

H. The County has entered into a funding agreement with WSDOT, has secured a grant from the Washington Recreation and Conservation Office and is also using County levy monies, pursuant to King County Ordinance 17941, for the design and construction of Segment C.

I. After construction, the County wishes to convey ownership of the Project Improvements to the City. The City is ready, willing and able to own, operate and maintain these improvements for use by the general public as a Regional Trail, for the benefit of both City and County residents.

K. Providing funding for design and construction of Segment C is consistent with and in furtherance of the King County Equity and Social Justice Strategic Plan 2016-2022 (“ESJ”).

L. The City has required WSDOT to construct the portion of Segment C within city boundaries as a component of the mitigation required for the SR 509 Completion Project. The City has approved King County to act on behalf of WSDOT in the design and construction of Segment C.

M. While the majority of Segment C will be located in rights-of-way owned by Burien, SeaTac and WSDOT, some acquisition on private properties is needed under the current design. Permanent acquisition is needed from eight (8) individual landowners on thirteen (13) parcels. One fee title acquisition is being pursued and the others are permanent easements. As of the writing of this agreement, two of the eight acquisitions are nearly complete and the others are underway. All acquisition will be completed before the conclusion of final design. Alternative trail alignments have been devised in the event that an acquisition is not successful. The Cities of Burien and SeaTac will support modified designs if an acquisition does not move forward.

N. The Parties intend by this Agreement to establish their respective rights, roles, and responsibilities related to the Project.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 City Property means the City's right of way property for Des Moines Memorial Drive, 18th Avenue South and South 196th where the Project Improvements for Segment C will be constructed. The City's Property is legally described in Exhibit A.

1.2 City Park Property means that portion of Des Moines Creek Park depicted in Exhibit A as wetland mitigation areas legally described in Exhibit [??].

1.3 Contract means the public works contract entered into between the County and its Contractor for construction of Segment C.

1.4 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has entered into the Contract for construction of Segment C.

1.5 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.6 Final Punchlist means the document or list of items that defines the work that does not conform to the contract specifications, after Substantial Completion of the project.

1.7 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment C.

1.8 One Hundred Percent (100%) Review Submittal means the One Hundred Percent Review Submittal drawings and specifications for Segment C prepared on behalf of the County by Parametrix, Inc., dated [Insert date of plans here].

1.9 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Improvements open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the

trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

1.10 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment C; and a proprietary construction permit from WSDOT authorizing construction of a portion of Segment C on property within WSDOT ROW. The term “Permits” does not include a lease from WSDOT.

1.11 Project means the portion of Segment C within the boundaries of the City, including the portions located on City Property, WSDOT ROW and the Easement Areas. Project also includes the stream buffer and wetland buffer mitigation area within Des Moines Creek Park.

1.12 Project Improvements means all physical aspects of the Project including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage except for signs installed by the County under paragraph 6.1(c) of this Agreement, striping, electrical components, signals, control boxes, fencing, lighting, base materials, bollards, artwork, markers, driveways, covers, frames, railing, retaining walls, boardwalks, rebar, wire fabric, landscaping and vegetation planted on site for mitigation or restoration purposes.

1.13 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.14 Segment C means the design, public involvement, environmental review, permitting, construction, ownership, operation and maintenance of that portion of the Lake to Sound Trail that is located on the property described in Section 1.1 above and in WSDOT ROW. Segment C connects to the existing Segment B of the Lake to Sound Trail at the intersection of Des Moines Memorial Drive and S. Normandy in Burien. The trail will follow Des Moines Memorial Drive south and east to the WSDOT ROW at the existing terminus of SR 509. The trail will follow the proposed SR 509 Completion alignment south then east to reconnect with Des Moines Memorial Drive. The trail will follow Des Moines Memorial Drive south then turn southwest after entering WSDOT ROW. Where the trail connects to S. 196th Street, the trail will replace the road in the SeaTac rights of way of S. 196th Street and 18th Avenue S. The trail will then enter another portion of WSDOT ROW then connect to the SeaTac right of way of S. 200th Street. The trail will connect to the Des Moines Creek Trail at the existing crossing at the trailhead on 200th Street.

1.15 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional,

utilities are connected and operate normally, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to complete all Contract requirements.

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the One Hundred Percent (100%) Review Submittal Design Drawings, which the City has reviewed and hereby accepts, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment C, obtaining the necessary input and approval from WSDOT, and constructing the trail according to the WSDOT-approved design, including changes in scope as described in Paragraph 5.7.

2.2 Plans and Specifications. The County shall provide the City with a copy of the plans and specifications to be advertised for bid, and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The County shall be the lead agency for Segment C under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the real property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland buffer and stream buffer mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirements that impose obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, the City shall be the named permittee and shall be responsible for those conditions.

2.4 City Permits. With respect to any Permits required for the Project from the City, the City agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing and appeal of the Permits.

3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County with the following access rights to the City Property.

(a) The non-exclusive right and license to enter onto City Property to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited

to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement, and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on the City Property necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City's right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City's entry onto the property shall not impair, impede or delay construction of the Project.

(c) The non-exclusive right and license to enter onto City Park Property and take actions necessary to fulfill the County's post-construction wetland and stream buffer monitoring, reporting, and corrective action obligations under Paragraph 2.3. This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The access rights set out in Paragraphs 3.1(a-c) are irrevocable during their respective terms, and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County and the City are not aware of any encroachments, improvements or other structures ("Encroachments") on the City's Property. If, however, Encroachments are identified within the boundaries of construction of the Project and the Encroachments will interfere with construction of the Project, the City shall take all actions necessary to remove all Encroachments prior to the date the County issues the Notice to Proceed. Any Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. The County shall notify the City no less than 60 days prior to advertising the Contract for bid. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the City Property or that it possesses sufficient property interests to provide the legal authority to remove Encroachments on the City's Property; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the City Property that will in any way affect or impair the County's or the City's ability to perform their respective obligations under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and

subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments

4. EASEMENTS AND LEASE

4.1 WSDOT Lease. The City shall use its reasonable best efforts to obtain, and shall maintain and comply with, a trail lease from WSDOT that allows the City to operate and maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement (WSDOT Lease).

4.2 WSDOT Construction Permit. The County is working cooperatively with WSDOT and shall use its reasonable best efforts to obtain a construction permit from WSDOT that allows the County and its Contractor and other agents to design and construct Segment C as a Regional Trail on WSDOT ROW in accordance with this Agreement.

5. CONSTRUCTION

5.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

5.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

5.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically three weeks after the bid is advertised. The City may attend the opening of the bids.

5.4 The County shall award the Contract to the lowest, responsive, responsible bidder for Segment C, subject to applicable laws and regulations.

5.5 The County shall require that the City be included as an additional insured on all of the Contractor's insurance policies, and that the City be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

5.6 The City may furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of

compliance with the Contract plans and specifications and the City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. If the City inspector determines that there is an unsafe traffic control condition at any intersection or if there is an immediate threat to public safety posed by the Contractor's actions, the City inspector has the authority to take immediate action, including directing the Contractor to take certain actions, in order to address the safety concern. With regard to all other matters identified by the City inspector, the City inspector shall not have authority to direct the work of the Contractor and shall not instruct the Contractor directly on any matters.

5.7 The County will hold weekly construction meetings with its Contractor. The City, at its option, may have its inspector or other representative attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

5.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

5.9 After the Contractor notifies the County in writing that Segment C is substantially complete, the Parties shall perform a mutual inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number and/or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

5.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. Physical completion as well as Final Acceptance of the Project shall be by the County, in its sole discretion.

5.11 The County represents to the City that it will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

5.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 6.2(e).

6. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS

6.1 Within sixty (60) days of the date of Final Acceptance, the Parties shall perform the following obligations.

(a) The Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit D**, which covenant shall run with the land for the benefit of the County and its citizens and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce the Restrictive Covenant both as a matter of contract and as a real property interest. The Parties further agree that Segment C is a critical segment of the larger Regional Lake to Sound Trail, that there are no equivalent facilities within the County that would serve the same purpose, and that recording of the Restrictive Covenant is essential to fulfilling the obligations of RCW 36.89.050.

(b) The Parties shall jointly undertake all actions necessary to transfer to the City all Permits for the Project that have not expired or terminated, and for which the City is not already the named permittee, except for the wetland mitigation obligations as required by permits located in the City Park Property.

(c) Signs and public placemaking features - The Parties shall execute and record a permanent non-exclusive easement in favor of the County to construct, inspect, reconstruct, maintain and repair no less than five (5) and no more than twenty (20) signs on Right of Way Property providing information to the public concerning the Lake to Sound Trail ("Permanent Sign Easement") in substantially the form set forth in **Exhibit E**. The number of signs and precise location of the Permanent Sign Easement shall be agreed to by the Parties. The City shall not impose on the County any fee or other charge for the Easement.

6.2 Within sixty (60) days of completion of the obligations in Paragraph 6.1, or such additional time as may be required to close out the Contract, the County shall perform the following obligations:

(a) Execute and record a quit claim bill of sale conveying to the City all of the County's right, title and interest to the Project Improvements located on or within the City Property, the WSDOT ROW and the Easement Areas, as is, where is ("Bill of Sale") in substantially the form set forth in Exhibit F.

(b) Deliver to the City project record drawings in both native file and .pdf format for Segment C;

(c) Collect and provide to the City a copy of any applicable warranties and other information and materials in the County's possession that relate to the use, operation and maintenance of the Project Improvements;

(d) Provide to the City unconditional lien releases that the Contractor has collected from all of its consultants, subcontractors and vendors;

(e) Collect and provide copies of certificates obtained from the department of revenue, the employment security department, and the department of labor and industries that all taxes, increases, and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible;

(f) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, except as provided in Paragraph 9.2;

(g) Assign to the City the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 9.2; and

6.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the completion of items included on the Final Punchlist.

6.4 Upon completion of items included on the Final Punchlist, the City shall, at its sole expense, Operate and Maintain the Project including Segment C and any related Improvements.

6.5 The City, as required by RCW 36.89.050, agrees that Segment C shall continue to be used in perpetuity for a Regional Trail and shall not be converted to a different use.

6.6 The City agrees that allowing Segment C, including the City's Real Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

6.7 The City agrees that Segment C, including the City Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

6.8 The City agrees that it will not limit or restrict access to and use of Segment C, including the City Property by non-city residents in any way that does not also apply to city residents.

6.9 The City agrees that any and all user fees charged for use of Segment C, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

6.10 The City agrees that it shall place the covenants in Paragraphs 6.5 through 6.9 in any deed transferring any portion of Segment C, including the City Property.

7. PROJECT FUNDING

7.1 The County shall provide funding for design and construction of the Project.

7.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement from the time of execution of this agreement forward, including but not limited to Permit review, construction inspection, other administration or implementation expenses, and long-term Operation and Maintenance of the Project.

8. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

8.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 5 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Burien and executed by Burien and the County for the design, construction, Operation and Maintenance of the portion of Segment C that is within the City of Burien.

(b) The City of SeaTac obtaining and executing a trail lease or other legal instrument from WSDOT for the operations and maintenance of Segment C upon completion of construction.

(c) The County obtaining and executing a construction permit from WSDOT authorizing access for construction of Segment C on WSDOT ROW.

(d) The County, on behalf of the City of SeaTac, obtaining executed permanent trail easements from private property owners in the Easement Areas on terms acceptable to the County authorizing construction of Segment C in the Easement Areas.

(e) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of Segment C on terms acceptable to the County.

(f) The County and/or its Contractor obtaining all Permits necessary for Segment C.

8.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

9. LIABILITY

9.1 Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the negligent acts and omissions in the exercise of any right or obligation under this Agreement by the indemnifying Party, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is as fully responsible for the acts and omissions of its own contractors and franchisees, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to Claims brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 9.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

9.2 The County's obligations in Paragraph 9.1 terminate upon the date the County fulfills all its obligations in Paragraph 6.2 ("Closeout Date"), with the exception of Claims filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract ("Reserved Claims"). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 6.2(f) and 6.2(g).

9.3 As of the Closeout Date, except for Reserved Claims, the City shall release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of

whatsoever kind (“Claims”) arising out of, or in connection with, or incident to either Party’s breach of any warranty under this Agreement or exercise of any right or obligation under this Agreement, and any and all Claims relating to or arising out of, in whole or in part and directly or indirectly, the Project. The City agrees that its obligations under this provision extend to any Claims brought by or on behalf of the County or any of its employees, or agents. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph includes negligent acts or omissions which are concurrent, contributory, or both by the County. To the extent this Agreement is construed to be subject to RCW 4.24.115, the City’s duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City’s immunity under Washington’s Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. INSURANCE

10.1 Each Party shall maintain, for the duration of each Party’s liability exposures under this Agreement, insurance policies or self-insurance responsive to claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by or on behalf of each Party. Each Party shall require its own respective contractors to maintain coverage responsive to the exposures inherent in such contractors’ work in furtherance of this Agreement.

10.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County’s liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County’s self-insurance program meets the requirements of paragraph 10.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County’s self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

10.3 The City of SeaTac shall procure and maintain:

(a) **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL**

LIABILITY, \$3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$3,000,000 aggregate limit.

(b) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds for a period of three (3) years after the Closeout Date.

11. EFFECTIVE DATE/DURATION

11.1 This Agreement shall be effective upon signature by both Parties.

11.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

12. AUDITS AND INSPECTIONS

12.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 8.2, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

13. NOTICE

13.1 Any notice provided for herein shall be sent to the respective Parties at:

King County:

City:

King County: Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104 With a copy to: King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400	City of SeaTac Lawrence Ellis SeaTac Parks and Recreation Director 4800 South 188 th Street SeaTac, WA 98188 With a copy to: SeaTac Legal Department 4800 South 188 th Street SeaTac, WA 98188
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14. MISCELLANEOUS PROVISIONS

14.1 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

14.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

14.3 Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

14.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party.

14.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

14.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

14.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

14.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

14.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

14.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

14.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

- Exhibit A: Legal Description and Figure of City Property
- Exhibit B: Figure of Segment C
- Exhibit C:
- Exhibit D: Form of Restrictive Covenant
- Exhibit E: Permanent Sign Easement
- Exhibit F: Quit Claim and Assignment of Easement
- Exhibit G: Wetland Mitigation Maintenance Agreement

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

CITY OF SEATAC

For

Dow Constantine
King County Executive

Carl Cole
City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City of SeaTac
Legal Department

Date

Date



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 3/12/19
Subject: Parking Easement for Flight Safety International

Purpose:

To review and consider a request by the Flight Safety International business, located at 1505 South 192nd Street, SeaTac, WA, to modify an existing access easement (in favor of the City) to also allow for vehicle parking.

Background:

- Property acquired by the City in 2000 for the benefit of Des Moines Creek Basin Committee.
- Property is used for overflow flooding and retention for Des Moines Creek and Regional detention facilities. Property is kept in a native/natural growth state
- Legal access to the property is provided via a 60 ft ingress/egress and utility easement from 192nd through private properties (see attached map).
- In 2018 City became aware that Flight Safety Inc., who shares the access easement, has been using the easement area for parking.

The City has received a request from Flight Safety Inc. to modify the existing easement to allow their business to continue to park in the easement. In exchange for allowing parking to be included as an approved use of the subject area, Flight Safety Inc. is offering to provide the following:

- removal of the failing 3 ft chain link fence,
- ongoing maintenance of the vegetation along the easement
- Construction of a new 6 ft security fence along the southern boundary of the property to discourage use of the open space by transients
- Install a gate for access to the City property that will signed and remain unblocked

An analysis provided by the City's property management coordinator concluded that the value of the proposed easement modification is less than value of the proposed improvements and added security noted above.

Staff recommends pursuing the proposed easement modification with the following conditions:

- Flight Safety Inc. will coordinate and draft the easement modification at their cost.

- Flight Safety Inc. will commit to future maintenance of the fence, vegetation and parking area, including responsibility for spills related to the approved use.
- Flight Safety Inc. will provide a 15 ft wide gate to provide City Access to the conservation property and will properly sign this area to prevent it from becoming blocked.
- Flight Safety will provide 30 ft unobstructed access via the Flight Safety property to the city property access point.

Staff Request:

Staff is requesting T&PW Committee's direction on whether to pursue this easement modification requested by Flight Safety and if so, are the proposed conditions acceptable.

Utility Easement 8111100679
regarding
FlightSafety International
and
Extra Car Airport Parking
(leased from F.A. McEachern)

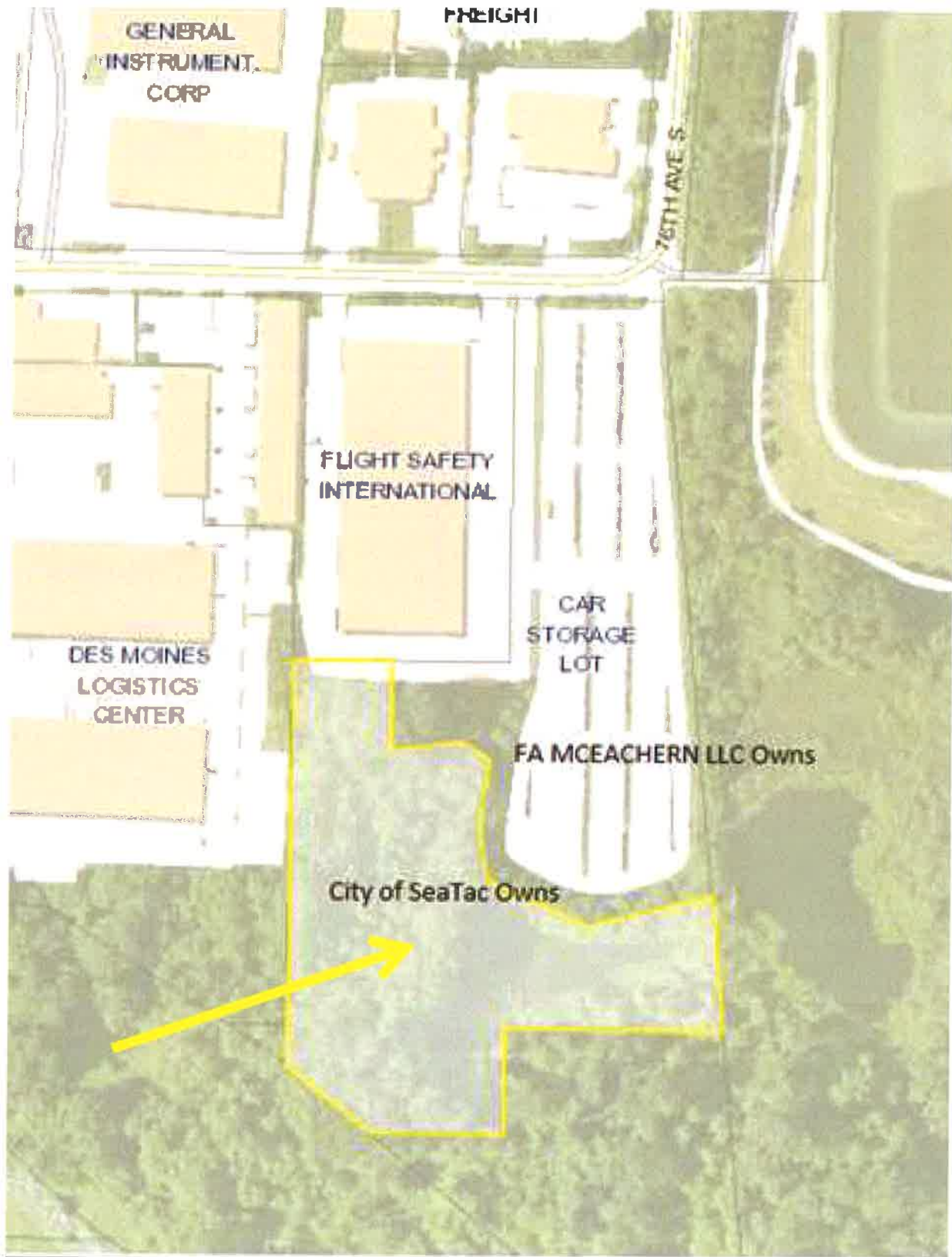


www.flightsafety.com

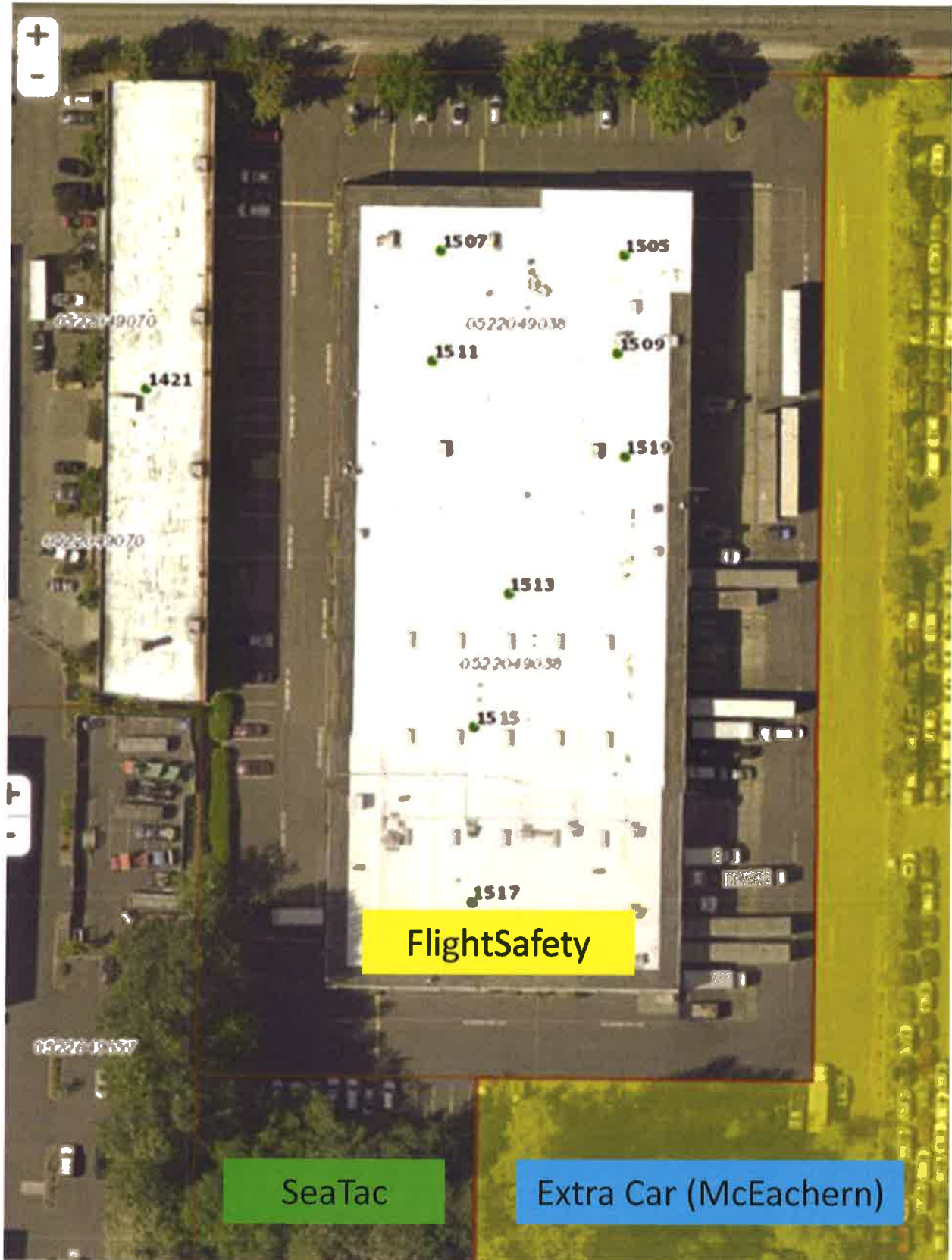
FlightSafety[®]
international

Extra Car  **.com**
Park Online...Save Money and Time

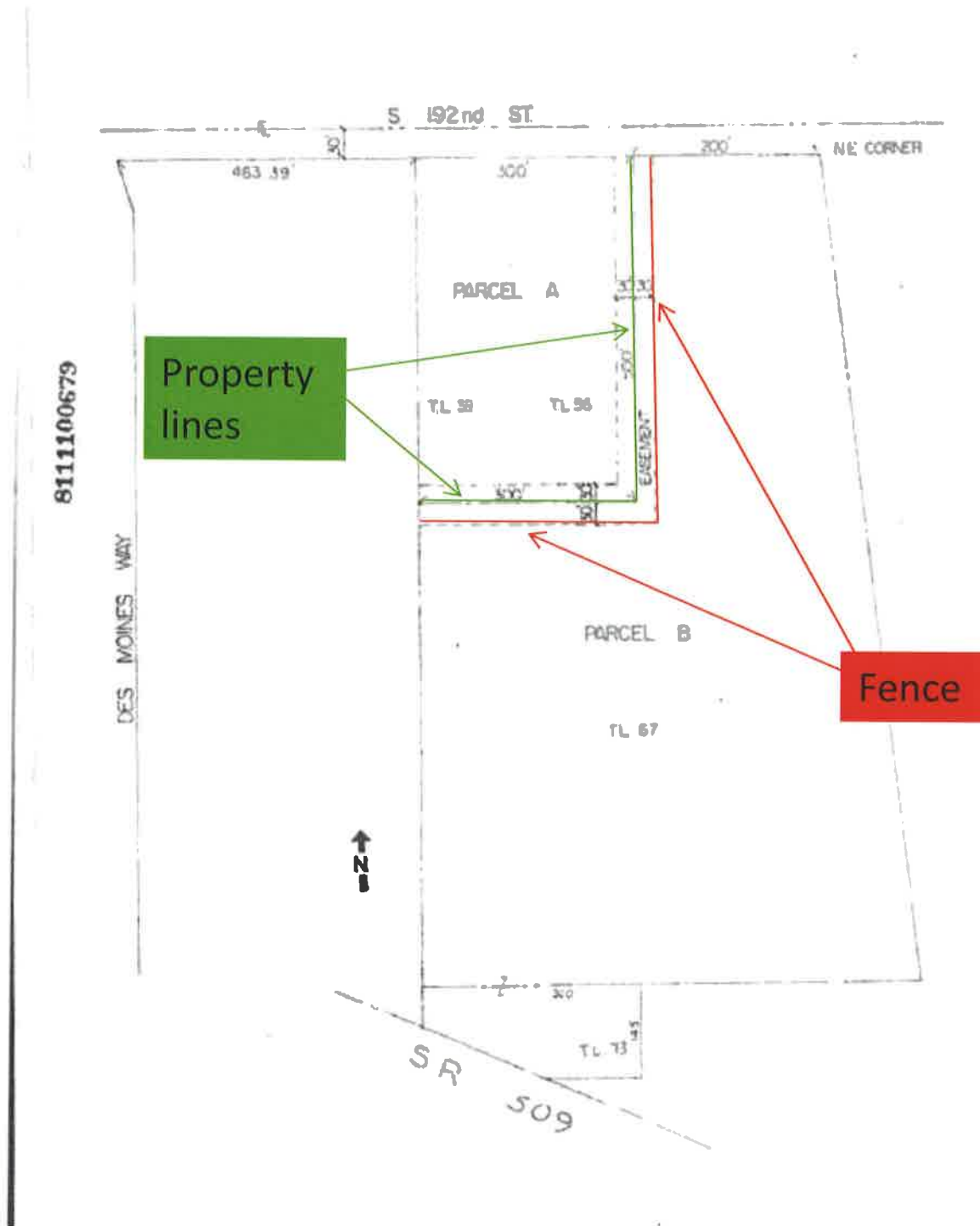
Wetlands Area



Property Overview



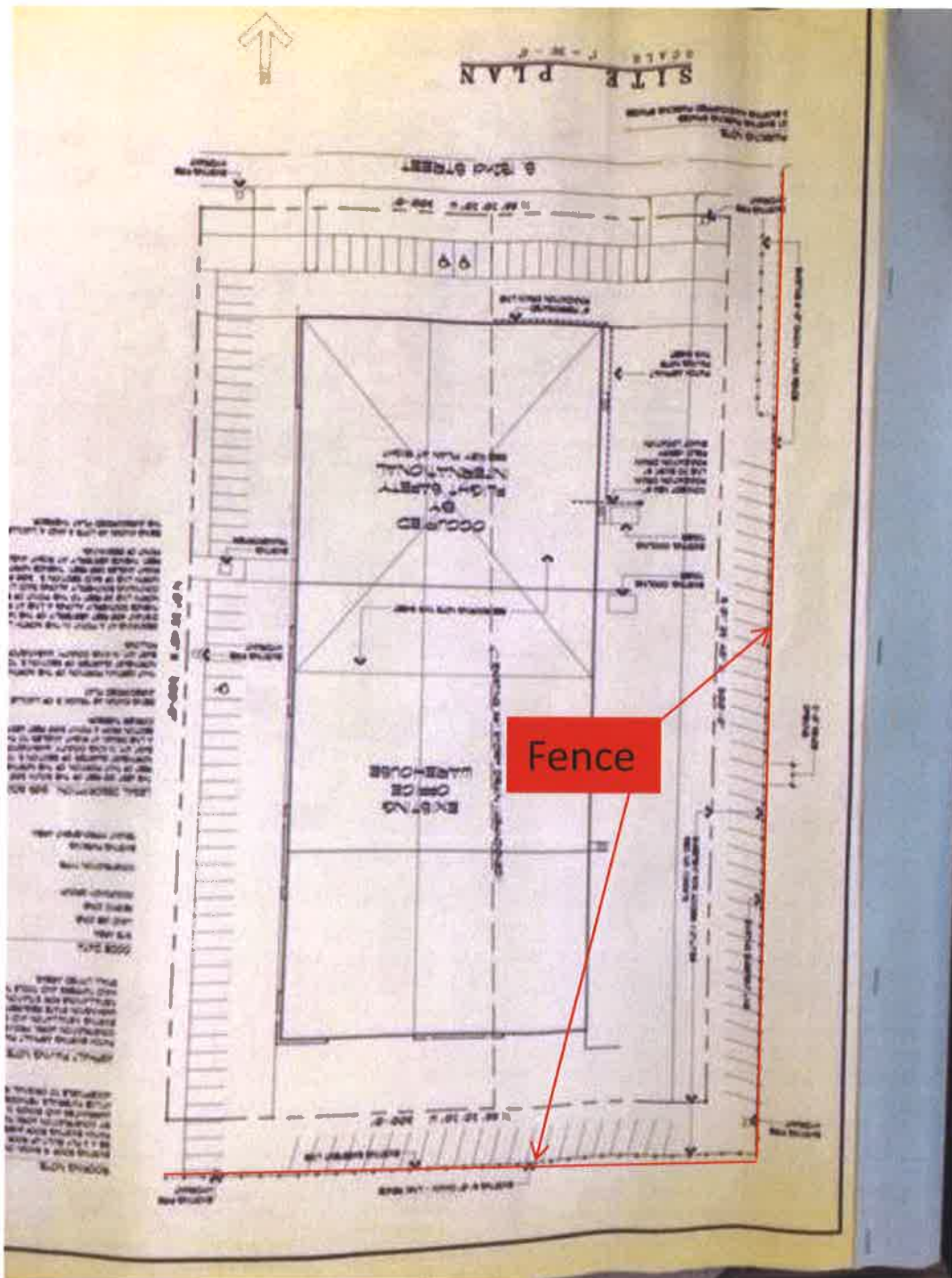
Existing Easement



Site Overview



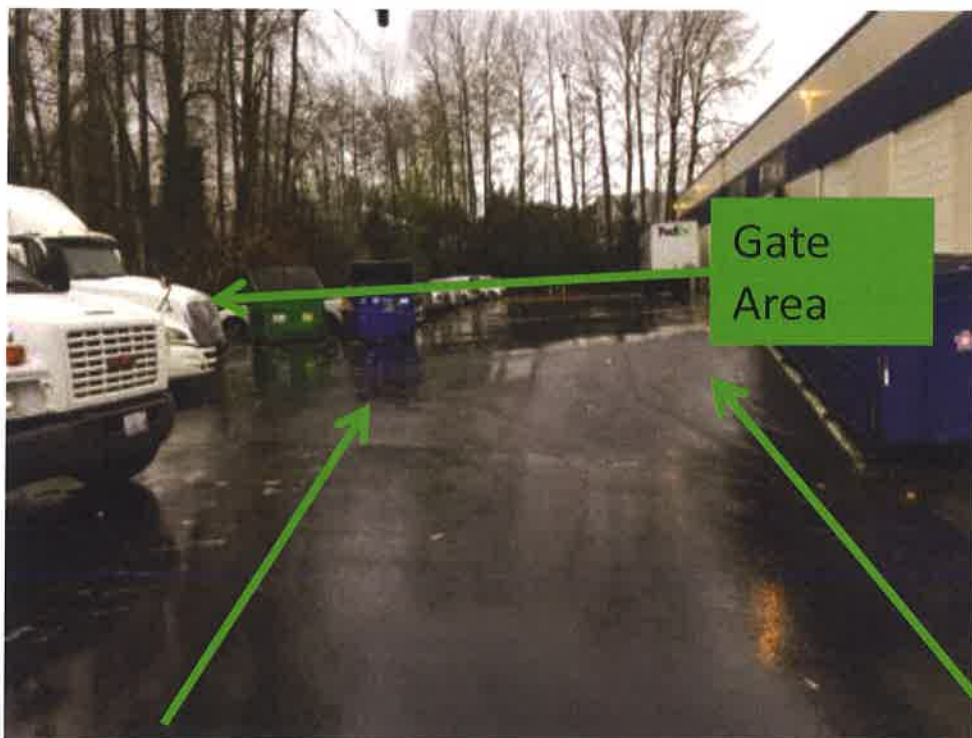
Sample of approved plans w/KingCounty/SeaTac (beginning in 1989)



Site Overview



Proposed Wetland Access



Permanent access to wetland area



Vegetation Overgrowth



Illegal Dumping



Unsafe Environment



Summary

SeaTac/Watershed Committee concerns:

- 1. Permanent access to the wetland area**
- 2. Prevention of illegal dumping and undesirable activity in the wetland area.**

FlightSafety /Extra Car concerns:

- 1. The safety of our employees and tenants and customers.**
- 2. Prevention of vandalism.**
- 3. The parking spaces we have utilized for the past 29 years are critical to our business.**

Proposal

- 1. The existing fence is 5' tall and is damaged or missing in places.**
- 2. At its own expense, FlightSafety will install a new 8' fence for the entire length of the property line.**
- 3. The fence will include a 12' wide maintenance access gate with a "No Parking" area designated in front of the gate.**
- 4. FlightSafety will be responsible for keeping the brush cleared within approximately 5' of the fence.**
- 5. The City of SeaTac will amend or rewrite the existing easement to allow for the continued use of the existing parking for FlightSafety and Extra Car (McEachern).**



MEMORANDUM

To: Transportation and Public Works Committee

From: William Appleton, Public Works Director

Date: 3/12/19

Subject: Military Rd and S 200th Street I-5 southbound onramp improvements

Purpose:

To review and forward to Council an interlocal agreement between the City and the Washington State Department of Transportation for the construction of the Military Rd. and S 200th Street I-5 southbound onramp improvements and to increase the project budget to align with the final construction cost estimate.

Background:

The S. 200th Street corridor between International Blvd. and I-5 is a heavily utilized route, especially during the PM peak hour, for vehicles accessing I-5 southbound. Although intersection improvements at S 200th Street & Military road were completed as part of the Sound Transit Angle Lake project, insufficient storage capacity on the south bound I-5 on-ramp during the PM peak hour is resulting in unacceptable traffic backups on S 200th, as well as unsafe vehicular merging within the intersection itself.

The City of SeaTac and WSDOT recognize that once both the Sound Transit Light Rail Extension (ST3) and Connecting 509 projects begin in late 2019, pressure on the S 200th St corridor will increase. The subject project will construct a metered shoulder and associated ancillary improvements on the south bound on-ramp to Interstate 5 that will help significantly improve the functionality of this intersection, especially during PM peak traffic. To that end, WSDOT has agreed to perform the design and permitting work associated with this project and to do so on an accelerated schedule which will allow for construction in 2019 ahead of the start of the ST3 and the Connecting 509 projects; provided, the City of SeaTac pay for the cost construction and associated project and construction management. The engineers estimate (3/19) for the project is \$1,476,807 which includes a construction and project management contingency of \$250,000. The updated estimate and contingency is \$443,807 more than what was originally budgeted for the project (\$1,033,000); consequently, it is necessary to increase the project construction budget accordingly. The project is scheduled to be advertised in mid-April and construction will be completed in 2019.

Staff Request:

Forward the proposed interlocal agreement as well as the recommended 2019/2020 budget amendment to increase the project funding by \$443,807 to the March 26 Regular Council Meeting consent agenda with a recommendation to for approval.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute an Interlocal Agreement with the Washington State Department of Transportation for the construction of the Southbound Interstate-5 On-Ramp project and amending the City's 2019-2020 Biennial Budget.

WHEREAS, the City of SeaTac and the Washington State Department of Transportation wish to enter into an interlocal agreement for the construction of the Southbound Interstate-5 On-Ramp project; and

WHEREAS, WSDOT will construct the project and pay for the costs of project and engineering design, as well as accelerating the work so it can be completed in 2019; and

WHEREAS, the City will pay for the cost of construction and project and construction management; and

WHEREAS, this project is intended to relieve traffic congestion at the intersection of South 200th Street & Military Road South, especially during the afternoon/evening peak hours; and

WHEREAS, additional funding for this project is necessary due to increased cost estimates to complete the work, and the need to provide for a project contingency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,

WASHINGTON, DO ORDAIN as follows:

Section 1. The City Manager is authorized to execute an Interlocal Agreement with the Washington State Department of Transportation, in substantially similar form as attached in Exhibit A.

Section 2. The City's 2019-2020 Biennial Budget shall be amended to increase expenditures in the Street Fund (Fund #102) by \$443,807 in order to fully fund this project.

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this ____ day of _____, 2019, and signed in authentication thereof
on this ____ day of _____, 2019.

CITY OF SEATAC

Erin Sitterley, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[WSDOT Interlocal Agreement Interstate-5 On-Ramp Project]

GCB 3101

This Agreement is entered into between the Washington State Department of Transportation, hereinafter "WSDOT" and the City of SeaTac, 4800 South 188th Street, SeaTac, WA 98188, hereinafter the "CITY," together referred to as the "Parties" and individually as the "Party."

RECITALS

1. The CITY proposes a project to make improvements to the on-ramp connecting South 200th Street to Southbound Interstate 5, hereinafter the "Project." This on-ramp, hereinafter "SB I-5 On-Ramp," is located in WSDOT I-5 limited access right of way, shown in Exhibit A as "Agreement Area (Approximate)" along the C-LINE.
2. The Project shall widen the outside shoulder and modify channelization on the SB I-5 On-Ramp to provide one metered lane and one peak hour metered right shoulder for general purpose use. Project improvements include, but are not limited to, traffic signal replacement, channelization, drainage, Intelligent Transportation Systems, signing, roadside restoration and traffic control.
3. The Project improvements to the SB I-5 On-Ramp will materially increase motor vehicle safety and increase highway efficiency.
4. WSDOT is funding and preparing one hundred percent (100%) of the Plans, Specifications and Estimates, hereinafter "PS&E," for the Project.
5. The CITY is funding one hundred percent (100%) of the cost of construction, including the construction administration and the contract management for the Project. The total cost estimate for the Project (exclusive of the costs for the PS&E borne by WSDOT) is One Million Two Hundred Twenty Six Thousand Eight Hundred Six and 61/100 Dollars (\$1,226,806.61), as shown in Exhibit B.
6. WSDOT and the CITY wish to define the responsibilities of each Party in regard to the Project, the boundaries of which are shown in Exhibit C.
7. The construction of the Project could significantly impact the safety, maintenance and operation of the WSDOT transportation system. WSDOT deems it to be in the public interest for WSDOT to be responsible for construction administration and contract management for the Project in an effort to control and minimize impacts to the safety, maintenance and operation of the WSDOT transportation system.

NOW, THEREFORE, pursuant to RCW 47.28.140, 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, and the attached Exhibit A, Exhibit B and Exhibit C that are incorporated herein by this reference,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. CONSTRUCTION ADMINISTRATION AND CONTRACT MANAGEMENT

- 1.1 The Project is located in WSDOT I-5 limited access right of way, as shown in Exhibit A, and shall be constructed in accordance with the PS&E prepared by WSDOT.
- 1.2 The executed Project contract PS&E and any addenda, hereinafter the "Contract," are by this reference made a part of this Agreement as if fully attached and incorporated herein.
- 1.3 Project Managers

1.3.1 The Parties designate the following Project Managers for this Agreement:

City of SeaTac	Washington State Department of Transportation
Florendo Cabudol, P.E. City Engineer City of SeaTac 4800 South 188 th Street SeaTac, WA 98188 (206) 973-4740 FCabudol@seatacwa.gov	Mike Askarian, P.E. Project Engineer Washington State Department of Transportation Northwest Region 6431 Corson Ave South Seattle, WA 98108 (206) 768-5861 AskariM@wsdot.wa.gov

1.3.2 A Party may designate an alternative Project Manager to the one listed in Section 1.3.1 and in this event shall notify the other Party in writing.

2. WSDOT RESPONSIBILITIES

- 2.1 In addition to preparation of the PS&E, WSDOT, on behalf of the CITY, agrees to perform construction administration and contract management for the Project, hereinafter the "Work," or "WSDOT's Work" which includes:
 - 2.1.1 WSDOT shall be responsible for the advertising, award, and contract management, which includes, but is not limited to, payments to the contractor, payment of change orders, final contract acceptance, and auditing, unless stated otherwise herein.
 - 2.1.2 WSDOT shall provide all necessary services and tools for the Project, including but not limited to field inspection, materials testing, office engineering, and the representation necessary to administer the construction contract for the Project to ensure that the Project is constructed in accordance with the PS&E.
- 2.2 WSDOT agrees to begin performing the Work as of the day this Agreement is executed.

- 2.3 WSDOT shall maintain construction documentation in accordance with provisions of the Washington State Department of Transportation *Construction Manual M 41-01*, current edition, and amendments thereto, hereinafter "*Construction Manual M 41-01*."
- 2.4 WSDOT shall send monthly invoices to the CITY seeking reimbursement of WSDOT's direct payments to the contractor based on actual work performed by the contractor for the Project.
- 2.5 WSDOT agrees to hold weekly construction review meetings with the Project's contractor and to invite the CITY to participate in these meetings.
- 2.6 WSDOT shall provide written monthly progress reports to the CITY, regarding, at a minimum, Project status, current and projected schedules, current and projected construction costs including change orders to date, and current and projected costs for WSDOT's Work. The CITY's Project Manager and WSDOT's Project Manager shall establish guidelines and/or formats for providing this information to the CITY. The costs to prepare these reports will be included as construction administration expenses as part of WSDOT's Work.
- 2.7 WSDOT agrees to develop and execute a communication plan for any phase or changes in phases of the Project that have an effect on the public. The CITY shall review and approve WSDOT's communication plan prior to execution.

3. CITY RESPONSIBILITIES

- 3.1 The CITY shall be responsible for all costs associated with the Project except for the cost of preparing the PS&E. The CITY further agrees that WSDOT shall have no liability or responsibility for payment of any or all Project contractor and/or subcontractor costs, including material costs and the costs of required and/or elective change orders, or costs associated with contractor claims and/or delays attributable to failure of performance by the CITY.
- 3.2 The CITY's Project Manager shall monitor WSDOT's Work. The CITY may inspect the Project. The CITY's Project Manager shall be allowed to freely consult with and inquire of WSDOT's Project Manager, attend all meetings, and have access to all documentation as to all matters concerning the Project. The CITY agrees not to provide direction, directly or indirectly, to the contractor and all formal contact between said CITY Project Manager and the contractor shall be through WSDOT's Project Manager. Any CITY monitoring and/or inspection of the Project shall not relieve WSDOT of its duty and responsibility to perform the Work.
- 3.3 The CITY is responsible for securing and funding State Environmental Policy Act (SEPA) approval and, if applicable, National Environmental Policy Act (NEPA) approval for the Project.
- 3.4 The CITY shall at all times indemnify and hold harmless WSDOT from all claims for labor and/or materials in connection with the Project located on WSDOT I-5 limited

access right of way, and from the cost of defending against such claims, including attorney fees. In the event a lien is filed upon WSDOT I-5 limited access right of way, the CITY shall (1) Record a valid Release of Lien; (2) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lien holder claim; or (3) Procure and record a bond which releases WSDOT I-5 limited access right of way from the claim of the lien and from any action brought to foreclose the lien.

4. CHANGE ORDERS - PROJECT CONTRACT CHANGES

- 4.1 The CITY authorizes WSDOT to initiate, document, and perform all negotiations with the contractor, provide approval recommendations, and to execute all change orders. WSDOT shall prepare change orders with supporting documentation and data in accordance with the Project PS&E. WSDOT's Project Manager shall prepare all change orders with final concurrence of the CITY's Project Manager. WSDOT will notify the CITY of errors or omissions in the Contract as soon as reasonably practical.
- 4.2 Change orders for the Project are defined in accordance with the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10*, current edition, and amendments thereto, hereinafter "*Standard Specifications M 41-10*."
- 4.3 Change order process and execution shall be in accordance with the Project PS&E and with Chapter 1 of *Construction Manual M 41-01*, unless otherwise provided herein.
- 4.4 Required change orders are change orders that involve: a) Changes in the work, work methods, working days, or quantities as necessary to satisfactorily complete the Project within WSDOT I-5 limited access right of way, and/or b) mitigating an emergency or safety threat to the traveling public. All other change orders shall be considered elective.
- 4.5 WSDOT reserves the right, when necessary due to emergency or safety threat to the traveling public, as solely determined by WSDOT, to direct the contractor to proceed with work associated with a required change prior to the CITY's approval of the change order.
- 4.6 The CITY may request additions or modifications to the Contract (elective change orders) through WSDOT. WSDOT will comply with the requested change provided that the change complies with *Standard Specifications M 41-10*, *Construction Manual M 41-01*, Project permits, state and/or federal law and applicable rules and/or regulations and/or design policies.
- 4.7 WSDOT shall review and approve all change orders requested by the CITY, provided that WSDOT may reasonably object to any such change order if such change order materially diminishes the safety of the Project or quality of the improvements depicted in the PS&E or is inconsistent with the terms of the PS&E. WSDOT shall issue a written approval or objection to the change order within ten (10) business days of receipt of the

change order. If WSDOT does not issue a written notice of approval or objection to the change order within the ten (10) business day review period, then the change order shall be deemed to be approved by WSDOT. In the event of an objection the CITY and WSDOT shall meet within five (5) business days to resolve such objection in a manner mutually acceptable to the Parties.

- 4.8 The CITY shall review and provide written approval or rejection to WSDOT of all proposed change orders. Verbal authorization may be warranted on any change where a cost/time benefit to the CITY or WSDOT can be realized or a cost/time disadvantage to the contractor can be minimized by prompt action. The CITY may give verbal approval to WSDOT to proceed with the change order work prior to execution of a change order, provided that the verbal authorization is given within twenty four (24) hours of the initial request for change order approval. WSDOT will include all verbal authorizations in the documentation for each change order. The intent of the CITY's verbal authorization is to allow the changed work to proceed without delay to the Project. Both Parties acknowledge that the verbal authorizations given by the CITY to WSDOT for changed work are binding. Verbal authorization by the CITY shall be followed by formal written approval of each change order within three business days of said verbal authorization.
- 4.9 The CITY and WSDOT shall make every effort to expedite each approval and understand that any delays associated with the CITY's and/or WSDOT's approval of a change order may cause increases in the Project cost, as well as increases in the cost of WSDOT's Work. Nothing herein relieves the CITY of its responsibility for change order costs or contractor claims associated with the CITY's change order approval process.

5. PAYMENT

- 5.1 The cost estimate for WSDOT's Work is One Hundred Ninety Seven Thousand Eight Hundred Seventy Two and 03/100 Dollars (\$197,872.03), as shown in Exhibit B. However, the CITY, in consideration of the faithful performance of WSDOT's Work for the Project in accordance with this Agreement, agrees to reimburse WSDOT for one hundred percent (100%) of the actual direct labor and direct non-labor costs of WSDOT's Work.
- 5.2 The CITY agrees to pay WSDOT within thirty (30) calendar days after receipt of WSDOT's detailed monthly invoice, except for final payment which must be paid within forty-five (45) calendar days after receipt of the final invoice. Partial payments by the CITY are not to be more frequent than one (1) per month. The CITY's Project Manager and WSDOT's Project Manager shall establish guidelines for processing payment requests.
- 5.3 Should any of the invoiced amounts be in dispute, the CITY agrees to pay all undisputed amounts to WSDOT in accordance with Section 5.2. Disputed amounts that cannot be resolved by informal negotiation shall be resolved pursuant to Section 13.4.
- 5.4 The CITY warrants that it has set aside sufficient funds to fund this Agreement in its entirety, including the amount for a Management Reserve as provided in Section 6.

6. MANAGEMENT RESERVE

6.1 The CITY agrees to include in the Project budget Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). This Management Reserve shall cover any cost overruns for construction administration, Contract management, construction, and/or an accepted bid that exceeds the total cost estimate for the Project One Million Two Hundred Twenty-six Thousand Eight Hundred Six Dollars and 61/100s (\$1,226,806.61), as shown in Exhibit B.

7. AGREEMENT MANAGERS

7.1 For all communications regarding this Agreement the Parties designate the following representatives:

City of SeaTac	Washington State Department of Transportation
Will Appleton Public Works Director Public Works City of SeaTac 4800 South 188 th Street SeaTac, WA 98188 (206) 973-4741 wappleton@seatacwa.gov	Andrey Chepel Project Engineer Puget Sound Gateway Program Washington State Department of Transportation 999 Third Avenue Suite 2200 Seattle, WA 98104 (206) 805-2978 ChepelA@wsdot.wa.gov

7.2 A Party may designate an alternative representative to the individual listed in Section 7.1 and in this event shall notify the other Party in writing.

8. RIGHT OF ENTRY, OWNERSHIP, MAINTENANCE AND OPERATION

8.1 The CITY hereby grants to WSDOT and its authorized agents, contractors, subcontractors, and employees, a right of entry upon CITY property and/or CITY right of way for purposes of carrying out WSDOT's Work under this Agreement.

8.2 WSDOT hereby grants to the CITY and its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT I-5 limited access right of way for purposes of fulfilling its responsibilities under this Agreement.

8.3 Upon completion of the Project and final acceptance, inspection and payment pursuant to this Agreement, all future maintenance and operation of the facilities belonging to WSDOT shall be done at the sole cost and expense of WSDOT and without cost or expense to the CITY.

9. PROJECT INSPECTION AND ACCEPTANCE

9.1 Prior to acceptance of the Project and WSDOT's Work, WSDOT and the CITY shall conduct a joint final inspection of the Project. WSDOT agrees to document the outcome of the final inspection in writing to the CITY. Upon satisfactory completion of the Project by the contractor and receipt of a notice of physical completion of the Project

from WSDOT, the CITY agrees to deliver a letter of acceptance of the Project and WSDOT's Work that shall include a release of WSDOT from all future claims and demands, except from those, if any, resulting from the negligent performance of WSDOT's Work under this Agreement.

- 9.2 If a letter of the CITY's acceptance of the Project is not received by WSDOT within sixty (60) calendar days following the CITY's receipt of the notice of physical completion of the Project, the Project and WSDOT's Work shall be considered accepted by the CITY and WSDOT shall be released from all future claims or demands, except from those, if any, resulting from the negligent performance of WSDOT's Work under this Agreement.
- 9.3 The CITY may withhold its acceptance of the Project and/or WSDOT's Work by submitting written notification to WSDOT within sixty (60) calendar days following the CITY's receipt of the notice of physical completion of the Project. The CITY's notification shall include its reason(s) for withholding acceptance. The Parties shall then work together to resolve the outstanding issues identified in the CITY's notification. Upon resolution of the outstanding issues, the CITY shall promptly deliver its letter of acceptance to WSDOT.

10. CLAIMS

- 10.1 Contractor Claims for Additional Payment: In the event the contractor makes a claim for additional payment associated with the Project work, WSDOT will immediately notify the CITY of such claim. WSDOT shall provide a written recommendation to the CITY regarding resolution of the contractor claim. The CITY agrees to defend such claims at its sole cost and expense. WSDOT will cooperate with the CITY in the CITY's defense of the claim. The CITY shall reimburse any WSDOT costs incurred in providing such assistance, including reasonable attorney's fees.
- 10.2 Third Party Claims for Damages Post Project Acceptance: After Project acceptance, in the event of claims for damages or loss attributable to bodily injury, sickness, death, or injury to or destruction of property that occurs because of the Project located on CITY or WSDOT-owned property and/or right of way, the Party owning the property and/or right of way shall defend such claims and hold harmless the other Party, and the other Party shall not be obligated to pay any such claim or the cost of defense. Nothing in this section, however, shall remove from the Parties any responsibilities defined by the current laws of the State of Washington or from any liabilities for damages caused by the Party's own negligent acts or omissions. The provisions of this section shall survive the termination of this Agreement.

11. DAMAGE TO THE PROJECT DURING CONSTRUCTION

- 11.1 The CITY authorizes WSDOT to direct the contractor to repair all third party damage to the Project during construction.
- 11.2 The CITY agrees to be responsible for all costs associated with said third party damage and for collecting such costs from the third party.

- 11.3 WSDOT will document said third party damage by required change order and cooperate with the CITY in identifying, if possible, the third party. WSDOT will also separately document and invoice the CITY for WSDOT's costs associated with third party damage.

12. TERMINATION

- 12.1 This Agreement shall be terminated upon (a) completion of WSDOT's Work under this Agreement, (b) final inspection and acceptance of the contractor's work by the CITY and WSDOT pursuant to Section 9, (c) final payment for WSDOT's Work, and (d) final payment, if any, for costs and/or fees as otherwise provided in this Agreement.

- 12.2 WSDOT may terminate this Agreement only with the written concurrence of the CITY.

- 12.3 The CITY may terminate this Agreement under the following conditions upon written notice to WSDOT:

12.3.1 If the accepted bid exceeds the total cost estimate for the Project (\$1,226,806.61) plus the amount of the Management Reserve (\$250,000.00), a sum of One Million Four Hundred Seventy Six Thousand Eight Hundred Six and 61/100 Dollars (\$1,476,806.61), the CITY may, prior to an award of Contract, terminate this Agreement by providing written notice to WSDOT, and in this event the CITY will not be required to reimburse WSDOT for WSDOT's Work conducted up until the point the CITY gives its written notice of termination to WSDOT.

12.3.2 If the CITY provides written notice of termination to WSDOT after an award of Contract for the Project, the CITY agrees to reimburse WSDOT for the Work WSDOT has performed up to the date of termination, as well as the costs of non-cancelable obligations.

12.3.3 Termination by the CITY prior to completing the Project within WSDOT I-5 limited access right of way will terminate the right of the CITY to complete the Project within WSDOT I-5 limited access right of way. The contractor will be directed by WSDOT to restore WSDOT facilities and right of way in accordance with Section 12.3.4. The provisions of this section shall survive the termination of this Agreement.

12.3.4 Should the CITY terminate the Project after construction has begun, WSDOT, in its sole discretion, shall determine what work must be completed to restore WSDOT facilities and/or right of way to a condition and configuration that is safe for public use, operation, and maintenance, and the CITY agrees that WSDOT shall have the authority to direct the contractor to complete the restoration. The CITY agrees that all costs associated with the CITY's decision to terminate the Project after construction has begun, including but not limited to PS & E, completing WSDOT facilities and/or right of way restoration, and contractor claims, will be the sole responsibility of the CITY. If the contractor is not available to restore the WSDOT facilities and/or right of way, WSDOT may perform, or contract to perform, the restoration work at CITY expense. Payment

to WSDOT shall be made pursuant to Section 5. The provisions of this section shall survive the termination of this Agreement.

- 12.4 Except as otherwise provided herein, a termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

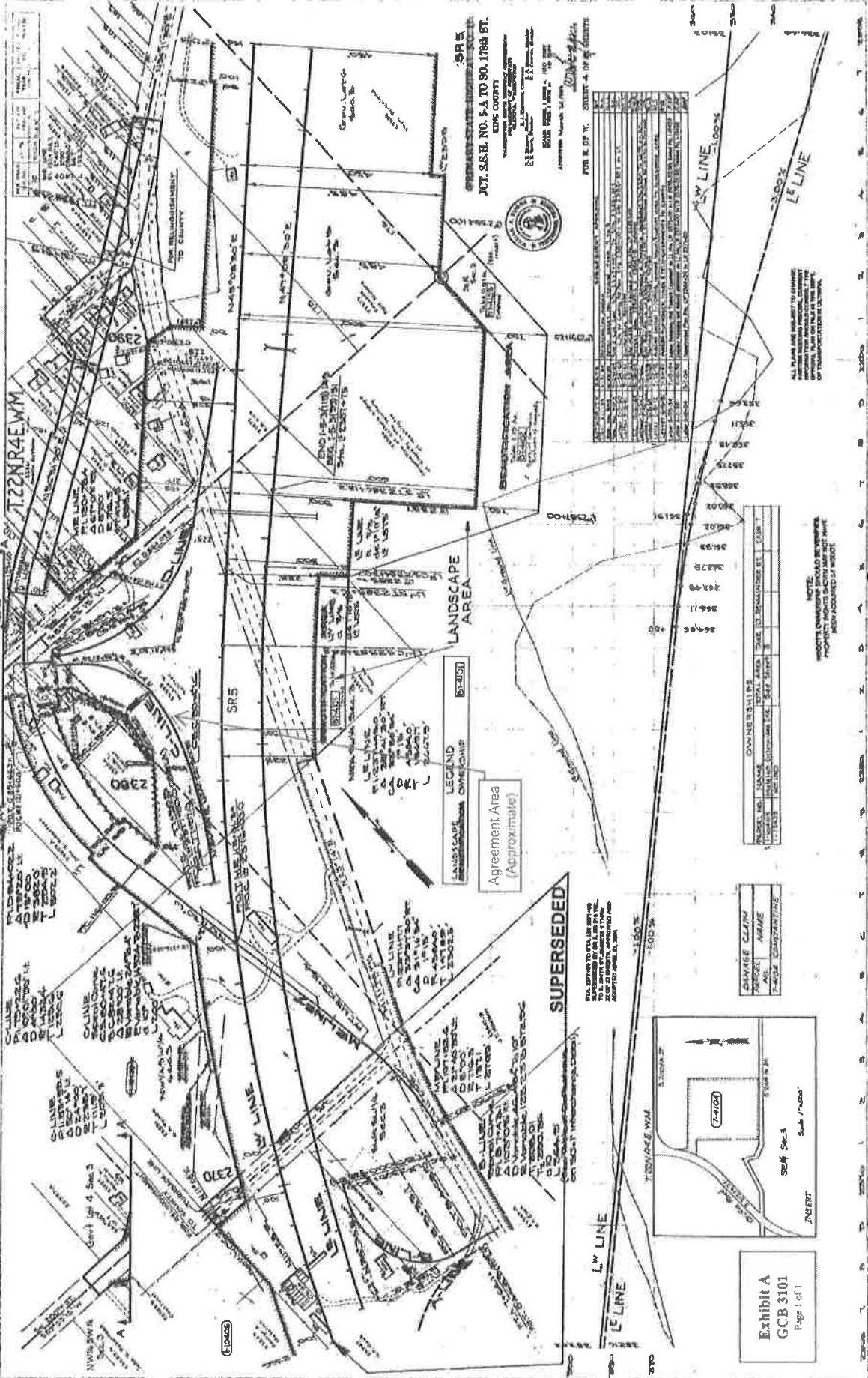
13. GENERAL PROVISIONS

- 13.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 13.2 Independent Contractor: The Parties shall be deemed independent contractors for all purposes, and the employees of the Parties or any of their contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.
- 13.3 Indemnification and Waiver: Unless a claim falls within the provisions of Section 10.2, each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees and authorized agents and (b) the CITY, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW. The provisions of this section shall survive the termination of this Agreement.
- 13.4 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY agree to negotiate to resolve any issues. Should such negotiations fail to produce a satisfactory resolution then each Party shall appoint a member to a disputes board, these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to share equally in the cost of the third disputes board member.

- 13.5 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 13.6 Audits/Records: During the construction of the Project and for a period of not less than six (6) years from the date of termination of this Agreement, the records and accounts pertaining to the construction of the Project shall be maintained and kept available by both WSDOT and the CITY for inspection and audit by the other Party and/or either Party's designated representative and the state and/or federal government. A Party shall have full access to and right to examine said records during normal business hours and as often as it deems necessary. Should a Party require copies of any records it agrees to pay the costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. The provisions of this section shall survive the termination of this Agreement.
- 13.7 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

City of SeaTac	Washington State Department of Transportation
By:	By:
Printed:	Printed: Craig Stone
Title:	Title: Puget Sound Gateway Program Administrator
Date:	Date:
Approved as to Form City of SeaTac	Approved as to Form Washington State Department of Transportation
By:	By: 
Printed:	Printed: L. Scott Lockwood
Title:	Title: Assistant Attorney General
Date:	Date: 3/13/2019



SR5
 JCT. S.S.H. NO. 5-A TO SO. 176th ST.
 ONE COUNTY
 STATE OF MINNESOTA
 DISTRICT OF ST. LOUIS
 DIVISION OF HIGHWAYS
 PROJECT NO. 100
 SHEET 4 OF 4 SHEETS



LANDSCAPE OVERLAP
 LEGEND
 LANDSCAPE OVERLAP
 SR501

Agreement Area
 (Approximate)

SUPERSEDED
 ALL DATA TO BE USED FOR
 REPRESENTATION OF THIS PLAN
 IS TO BE USED FOR THE
 PURPOSES OF THIS PROJECT
 AND NOT FOR ANY OTHER
 PURPOSES.

ALL DATA TO BE USED FOR
 REPRESENTATION OF THIS PLAN
 IS TO BE USED FOR THE
 PURPOSES OF THIS PROJECT
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 PURPOSES.

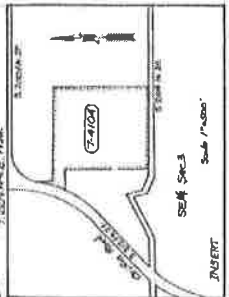


Exhibit A
 GCB 3101
 Page 1 of 1

DRAINAGE CLAIM	PROJECT NAME	DATE	FILE NO.

NO.	DATE	BY	REVISION
1	11/15/20	JMB	ISSUED FOR PERMIT
2	11/15/20	JMB	REVISED PER COMMENTS
3	11/15/20	JMB	REVISED PER COMMENTS
4	11/15/20	JMB	REVISED PER COMMENTS

NOTE:
 PROPERTY OWNERS SHALL BE ADVISED
 THAT THE DRAINAGE CLAIM IS A
 PUBLIC RECORD AND IS AVAILABLE
 FOR REVIEW AT THE OFFICE OF
 THE ENGINEER.

ALL DATA ARE SUBJECT TO CHANGE
 WITHOUT NOTICE. THE ENGINEER
 ASSUMES NO LIABILITY FOR
 OMISSIONS OR ERRORS IN THIS
 PLAN OR FOR ANY DAMAGE TO
 PROPERTY OR PERSONS ARISING
 FROM THE USE OF THIS PLAN.

PS&E JOB NO: XL5289
 CONTRACT NO: 000000
 WORK ORDER : XL5289

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ESTIMATES AND BIDS ANALYSIS SYSTEM
 *** PRELIMINARY ESTIMATE - BY ITEM ***

DATE: 01/22/2019 PAGE: 1
 TIME: 07:33 VER: 1
 DOT-RGG100

ITEM STD. NO. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT	PRE- QUAL
PREPARATION						
1 0001	MOBILIZATION	L.S.			81,765.30	D6
2 0025	CLEARING AND GRUBBING	ACRE	30,000.00	0.27	8,100.00	D6
3 0050	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.			3,000.00	J6
4 0187	REMOVING PAINT LINE	L.F.	3.00	225.00	675.00	Q2
GRADING						
5 0310	ROADWAY EXCAVATION INCL. HAUL	C.Y.	150.00	404.00	60,600.00	
6 0431	GRAVEL BORROW INCL. HAUL	TON	50.00	37.00	1,850.00	J6
7 0470	EMBANKMENT COMPACTION	C.Y.	20.00	147.00	2,940.00	
DRAINAGE						
8 1030	DITCH EXCAVATION INCL. HAUL	C.Y.	150.00	5.00	750.00	
9 1086	QUARRY SPALLS	TON	200.00	10.00	2,000.00	R0
10 1290	CL. V REINF. CONC. CULV. PIPE 12 IN. DIAM.	L.F.	100.00	56.00	5,600.00	G2
11 3482	CL. V REINF. CONC. STORM SEWER PIPE 18 IN. DIAM.	L.F.	250.00	8.00	2,000.00	T8
SURFACING						
12 5100	CRUSHED SURFACING BASE COURSE	TON	70.00	272.00	19,040.00	F6
BITUMINOUS SURFACE TREATMENT						
13 5711	PLANING BITUMINOUS PAVEMENT	S.Y.	20.00	287.00	5,740.00	B4
HOT MIX ASPHALT						
14 5767	HMA CL. 1/2 IN. PG 58-22	TON	180.00	349.00	62,820.00	A4
15 5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC			1,884.60	A4
16 5835	COMPACTION PRICE ADJUSTMENT	CALC			1,256.40	A4
17 5837	ASPHALT COST PRICE ADJUSTMENT	CALC			182.04	A4
EROSION CONTROL AND ROADSIDE PLANTING						
18 6403	ESC LEAD	DAY	150.00	7.00	1,050.00	H0
19	COMPOST SEEDING	S.Y.	15.00	1,315.00	19,725.00	T2
20 6630	HIGH VISIBILITY FENCE	L.F.	5.00	660.00	3,300.00	H0
21 6490	EROSION/WATER POLLUTION CONTROL	EST.			100,000.00	H0
22 6374	COMPOST BERM	L.F.	12.00	55.00	660.00	H0

PS&E JOB NO: XL5289
 CONTRACT NO: 000000
 WORK ORDER : XL5289

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ESTIMATES AND BIDS ANALYSIS SYSTEM
 *** PRELIMINARY ESTIMATE - BY ITEM ***

DATE: 01/22/2019 PAGE: 3
 TIME: 07:33 VER: 1
 DOT-RGG100

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT	PRE-QUAL
OTHER ITEMS							
50		FA-MINOR ELECTRICAL REPAIR		20,000.00	1.00	20,000.00	
51	7005	STRUCTURE EXCAVATION CLASS B	C.Y.	150.00	3.00	450.00	I2
52	7038	ROADWAY SURVEYING	L.S.			5,000.00	V3
53	7350	CLEANING EXISTING DRAINAGE STRUCTURE	L.S.			1,000.00	A1
54	7480	ROADSIDE CLEANUP	EST.			25,000.00	A1
55	7570	HEALTH AND SAFETY PLAN	L.S.			5,000.00	A1
56	7571	FA-SITE CLEANUP OF BIO. AND PHYSICAL HAZARDS	EST.			20,000.00	A1
57	7715	FORCE ACCOUNT UTILITY POTHOLE LOCATION	EST.			5,000.00	A1
58	7736	SEPC PLAN	L.S.			2,500.00	A1
59	7725	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.			5.00	A1
60		REMOVING EXISTING CULVERT	L.S.			112.00	Z0

BASE TOTAL : 899,418.34

PS&E JOB NO: XL5289
CONTRACT NO: 000000
WORK ORDER#: XL5289

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - SUMMARY ***

DATE: 01/22/2019
TIME: 07:33
DOT_RGG200

5

HIGHWAY : SR
PROJECT TITLE : I-5
S 200TH ST ON-RAMP IO SB I-5
METERED SHOULDER

TYPE OF WORK :

FEDERAL AID PROJECT NO :
COUNTY(S) : KING
PROGRAM ITEM NUMBER(S) : 19A001

CONTROL SECTIONS : 172705

ESTIMATED COST DATA :
CONTINGENCIES 4.00%

39,574.41

TOTAL COST OF PROJECT

1,226,806.61 ***

PROJECT REMARKS:

I-5
S 200TH ST ON-RAMP TO SB I-5
METERED SHOULDER

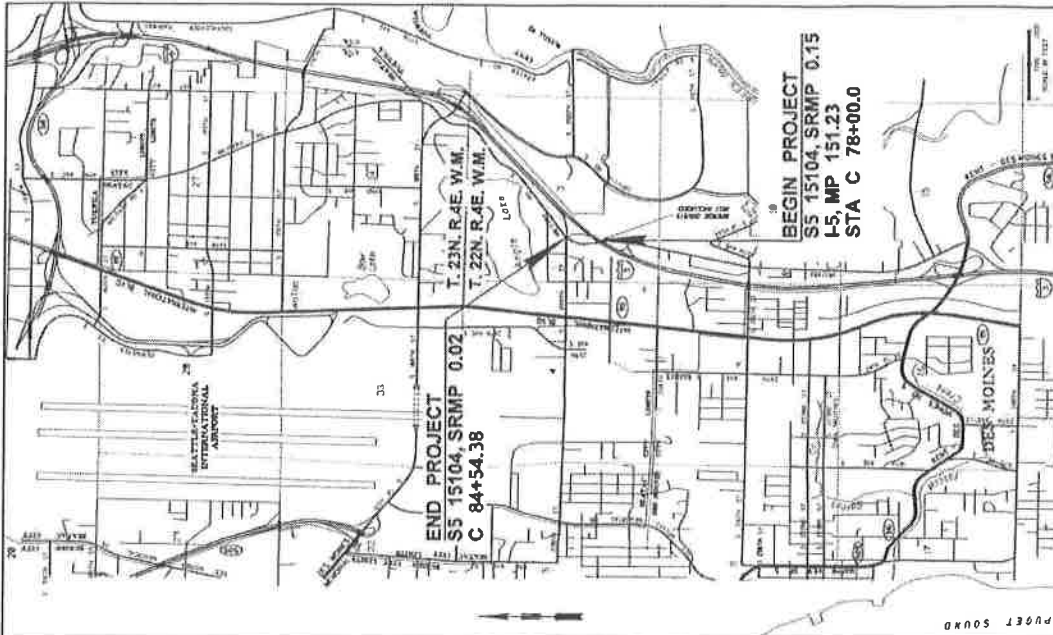
Exhibit B
GCB 3101 - Page 5 of 5

INDEX

SHEET NO.	PLAN REFERENCE NO.	TITLE
1	IV1	INDEX & VICINITY MAP
2-3	501-502	SUMMARY OF QUANTITIES
4-5	601-602	ROADWAY SECTIONS
6-7	ARW1-ARW2	ALIGNMENT, RIGHT OF WAY AND SITE PREPARATION PLAN
8	QNT1	QUANTITIES TABULATION - TESC
9-13	EB1-EB4	TESC PLAN
11	DEC1	TESC DETAILS
14	SN1	STRUCTURE NOTES-DRAINAGE
15-16	DR1-DR2	DRAINAGE PLAN
17	DPD	DRAINAGE PROFILE & DETAIL
18-19	PV1-PV2	PAVING AND PAVEMENT MARKING PLAN
20-21	ITL1-IT2	TEMPORARY ILLUMINATION PLAN
22-23	ITM1-IT3	ILLUMINATION NOTES
24	ITS1	ITSIGNING PLAN
24	IL1	ILLUMINATION PLAN
26-29	ITS1-ITS4	ITS DETAILS
31	SS1	SIGN SPECIFICATION DETAILS
32	TC1	TRAFFIC CONTROL PLAN
33	BT1	TRAFFIC CONTROL DETAIL
34	DT1	DETOUR PLAN

NOTE: ALL SHEET REFERENCES, FIRST NOS. OF STRUCTURE CODE DESIGNATIONS AND MATCH LINE SHEET REFERENCES, ETC., THROUGHOUT THE PLANS, REFER TO THE ENTRY IN THE PLAN REFERENCE NUMBER BOX.

Exhibit C
GCB 3101
Page 1 of 1



Washington State
Department of Transportation

S 200TH ST ON-RAMP TO SB I-5
METERED SHOULDER
INDEX AND VICINITY MAP

SHEET NO. IV1
PAGE NO. 1 OF 1

FILE NAME: G:\COMMON\20040726\20040726\3101\3101.dwg	FED-AID PROJ. NO.
DATE: 11/16/2011	WASH. STATE PROJECT NO. 19A001
PLOTTED BY: SHERMAN	CHECKED BY: S. BERNER
DRAWN BY: H. LUTZKOV	DESIGNED BY: H. LUTZKOV
SCALE: 1/8" = 1'-0"	DATE: 11/16/2011
BY: BERNER	DATE: 11/16/2011



MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 3/21/19

Subject: South 166th Street Safe Routes To School Project (Project ST-N78) – Additional Budget Request

Purpose:

To provide a status update on the South 166th Street Safe Routes to School Project ST-N78 (PROJECT), review an amendment to the construction contract and expenditure authorization, and ask Committee for a recommendation to bring the contract amendment to full Council for action.

Background:

Construction of the PROJECT is approximately 70% complete and is scheduled for final paving in April 2019. As the construction progressed, several changes were encountered that impacted the scope and cost of construction. These changes are listed below:

- 1) Increase in costs due to changed conditions
 - a) Utility conflicts – field investigation, re-design, and field work to mitigate conflicts with existing utilities.
 - b) Full depth pavement repair between 40th Avenue South and Military Road South (approximately 11,000 SF @ \$10.00/SF = \$110,000.00) – exposed base material for this section of the roadway displayed extensive need for pavement repair prior to final paving.
- 2) Increase costs due to insufficient bid quantity:
 - a) Traffic Control – Amount of traffic control required during construction to ensure public safety exceeded the contract bid quantity. Additional hours are needed for completion of construction (estimated at 4 flaggers at 8 hours/day for 46 days).
 - b) Crushed surfacing base course – additional quantity is needed underneath new sidewalks and driveways where native materials were not suitable for use.
 - c) Topsoil – An additional 160 cubic yards of topsoil is required (approximately \$8,000) for restoration
- 3) Increase in costs for construction management services (Parametrix - \$45,000) – A contract amendment is required for additional services required for inspection, construction documentation, construction material submittal review, response to questions from the Contractor, and preparation for Federal Highway Administration audit by WSDOT.

The total increase in costs are estimated to be \$210,000 (staff is actively working on refining the estimate to be as accurate as possible for full Council review).

Requested Action:

Forwarding the amended design contract to full Council for review and action at the 4/9/19 regular council meeting, with a recommendation for approval.