



## Special Transportation and Public Works Meeting Agenda

Thursday, December 12, 2019  
4:00 PM to 5:00 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;

TIME	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 time limit.	Chair	5
3	Prior Minutes Approval	Approval of Nov 7 TPW minutes	Chair	5
4	SR 518 Study Presentation	Presentation by WSDOT Staff	Florendo Cabudol	25
5	Recycling - Contamination Reduction Strategies	Discussion/Recommendation	Mason Giem	10
6	Interlocal Agreement with City of Des Moines for a Traffic Signal at South 208th Street & 24 <sup>th</sup> Avenue S.	Discussion/Recommendation	Florendo Cabudol	10
7	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Tukwila International Blvd. Reconfiguration; Complete Streets Ordinance; 1% for the Arts on PW Projects;			5
8	Adjourn	Adjourn Meeting	Chair	



# Special Transportation & Public Works Committee Meeting Minutes

**Approve Prior  
Meeting Minutes**

Thursday, November 7, 2019  
4:00 PM – 6:00 PM  
SeaTac City Hall – Riverton Room

Members:	Present:	Absent:	Commence: 4:04 PM	
			Adjourn 5:00 PM	
Peter Kwon, Chair	X			
Rick Forschler	X			
Pam Fernald		X		

Other Councilmembers in attendance: CM Wachtel; CM Tombs

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

Other Staff Present: Anita Woodmass, Analyst; Ali Shasti, PW Engineering Review Manager; Mark Johnsen, Asst. Sr. City Attorney; David Tomporowski, Transportation Planner

Public Comment.	None
1. Approve Prior Meetings' Minutes	Oct 24 Special TPW Minutes were approved to move to Council for final approval
Right of Way (ROW) Standards	<p>Presentation/Action</p> <p>This is the third presentation of this topic at T&amp;PW meetings (the first two were dated September 19 and October 24), as well as at Planning Commission on November 5.</p> <p>Staff presented the proposed Right of Way standards that will bring code up to the current vision, values and goals of the City; remove inconsistencies in the current code; and provide greater clarity and options, in order for the City to ensure safety, functionality and benefit for our residents and traveling public.</p> <p>The proposed changes to the code language are in four key areas of focus:</p> <ul style="list-style-type: none"> <li>Frontage Improvements</li> <li>Right of Way (ROW) Dedication</li> <li>Deferral of Improvements</li> <li>Right of Way (ROW) Cross Section</li> </ul>

	<p>For more details on the proposed changes, please refer to the PowerPoint Presentation attached to the web calendar for this meeting.</p> <p>Questions were raised and discussed about Right of Dedication, where it is appropriate for the City to determine dedication is necessary for a particular development, and in what situations the City will not specify it for other developments. Specific code language in the Revised Code of Washington may be on hand at the upcoming Planning Commission Public Hearing on November 19.</p> <p>Next Steps: There will be a Planning Commission Public Hearing on this topic on November 19. The Committee approved this topic for presentation and action at November 26 Regular Council Meeting.</p>
2. Adjourn	Adjourn Meeting

**Approve Prior  
Meeting Minutes**



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Florendo Cabudol, City Engineer  
Date: 12/9/19  
Subject: WSDOT State Route 518 Corridor Study Presentation

---

## **Purpose:**

This presentation is being brought before T&PW Committee to inform them about the background, context, and next steps involved with WSDOT's SR518 Corridor Study.

## **Background:**

Based on a 2017 legislative proviso (\$500,000 state funding), WSDOT commissioned a study to update the State Route (SR) 518 Corridor Plan. Increased demand on the SR 518 corridor is caused by an increase in both population and employment in the area. In addition, this study is needed to fully understand the needs of the corridor and to offer possible short, near and long-term solutions.. Communities surrounding the airport and the airport itself is experiencing growth. This growth cycle is expected to continue which will bring a larger influx of traffic and congestion

In 2018, WSDOT hired a consultant group, WSP USA Inc., to assist the agency in completing the study. The Port of Seattle provided an additional \$400,000 to supplement traffic analysis work related to Sea-Tac Airport. Throughout development of the study, a stakeholder group consisting of the following agencies were engaged in multiple meetings:

- Burien, Des Moines, SeaTac, Tukwila
- Port of Seattle
- King County Metro
- Puget Sound Regional Council (PSRC)
- Sound Transit
- Tribes
- WSDOT Headquarters and Northwest Region

The study also includes a public survey to better understand priorities of users of the corridor. The completed study includes an analysis of crash types, volumes, and locations to identify what treatments may be considered to improve safety and mobility. A list of recommended improvements is included in the final report. The list of improvements is broken out into different groups:

- Transportation System Management and Operations
- Transportation Demand Management and Capital Improvements
- Mid-Term Improvements
- Long Term Improvements

The study is complete and was submitted to the legislature on November 30, 2019. Briefings to stakeholder groups and partners are ongoing.



# SR 518 Corridor Planning Study

## City of SeaTac Transportation & Public Works Committee



December 12,  
2019

Thomas Noyes,  
Senior Transportation  
Planner



# Today's Presentation



Study Background

Practical Solutions

Outreach/Web Survey

Regional Context

Traffic Analysis – Safety on the SR 518 Corridor

Recommendations

Next Steps

# SR 518 Study Background

- 2017 legislative proviso to conduct study of SR 518 corridor, updating previous corridor study (2002 Route Development Plan)
  - Study funding (legislature): \$500,000
  - WSDOT to use a Practical Solutions approach in this study
  - Final report submitted by November 30, 2019.
- WSDOT hired WSP USA Inc. in summer 2018 to help complete study
- The Port of Seattle provided addtl. funding of \$400,000 for supplemental/Sea-Tac Airport-related modeling work (SR 518 subarea analysis)



# SR 518 Study Background

## Cont.

- Rise in population and employment resulting in higher demands on SR 518 and connecting corridors
  - Capacity levels already limited
  - Sea-Tac International Airport passenger and air cargo growth
  - Growth in communities on the SR 518 corridor (Burien, Des Moines, Sea-Tac, Tukwila)
- No plans to modify I-5/I-405 interchange
- Planned I-405 BRT project will set the ROW footprint on SR 518 near Tukwila International Boulevard Station (TIBS)

# SR 518 Corridor

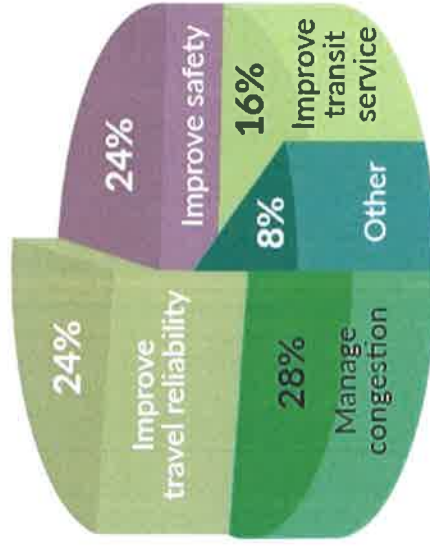


# Stakeholder Committee

- Burien, Des Moines, SeaTac, Tukwila
- Tribes
- WSDOT HQ
- King County Metro
- WSDOT NW Region
- Port of Seattle
- Puget Sound Regional Council (PSRC)
- Sound Transit

# Public Web Survey: Quick Overview

What priorities are important to SR 518 users?



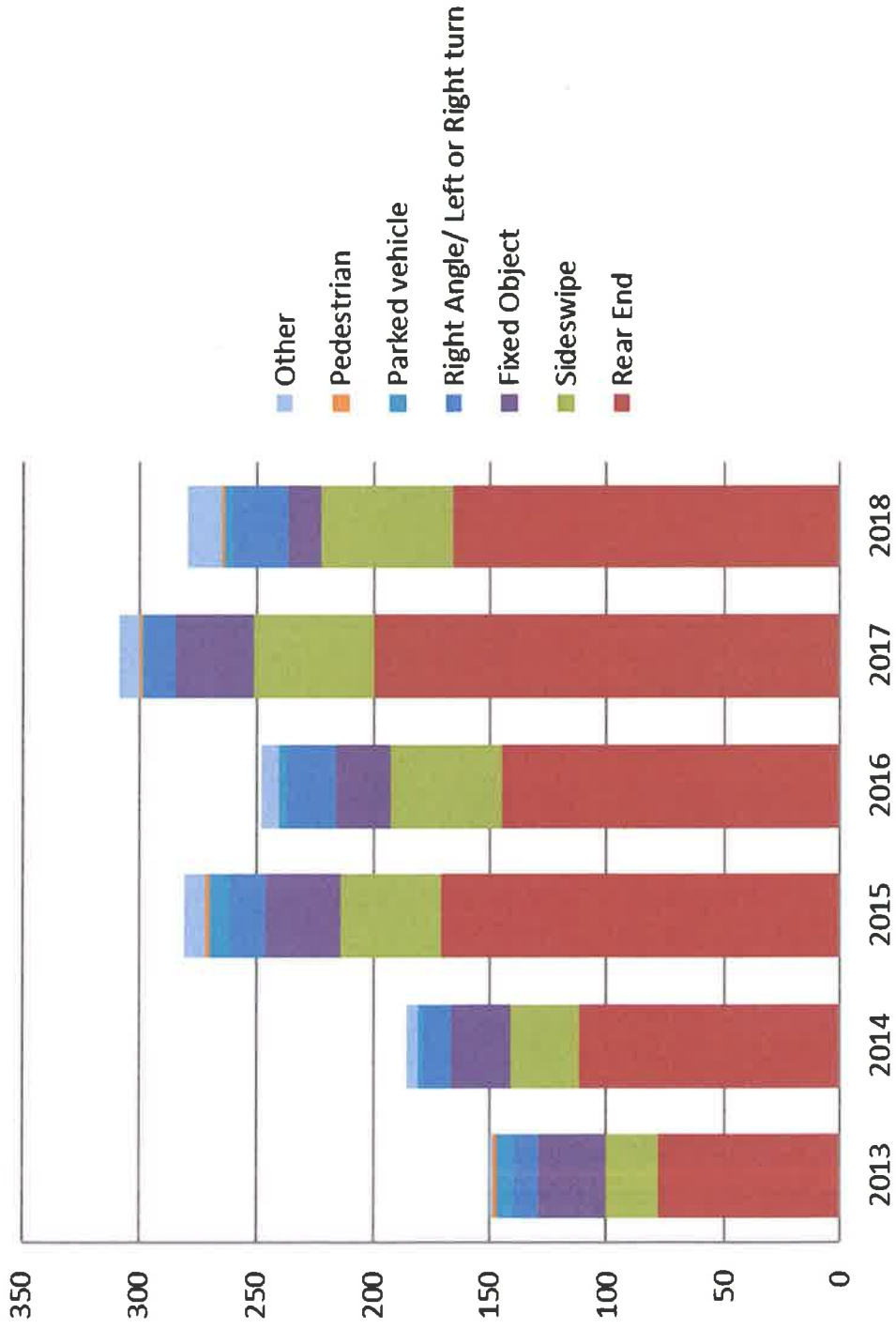
What do users want done on SR 518?

# Regional Context

- WSDOT SR 509 Extension (Gateway Program)
  - Stage 2 completion by 2028 (est.)
- WSDOT I-405 Corridor Program
  - ETL expansion Renton-Canyon Park by 2024-2025
- Sound Transit I-405 BRT Project
  - Expected opening of 2024 (To Burien TC via SR 518)
- Sound Transit Link Extensions (Lynnwood, Redmond, Federal Way, Tacoma, West Seattle)
  - Expected openings 2024-2030
- Port of Seattle SAMP
  - Near-Term Projects by 2027

# Crash Analysis

## SR518 Crashes by Type



# Crash Analysis

(Continued)

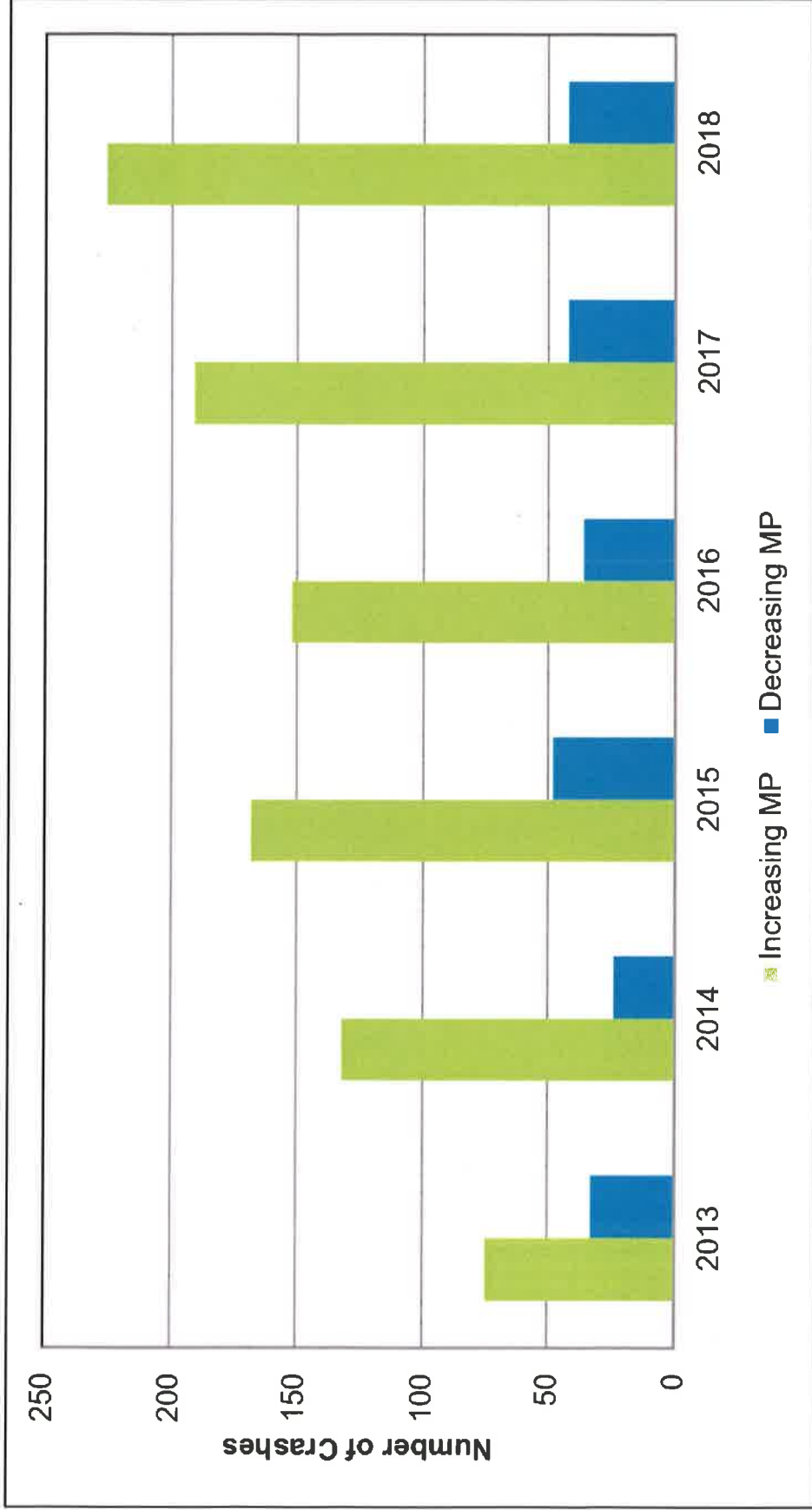


FIGURE 24: SR 518 CRASHES BY DIRECTION, 2013 – 2018

# Recommendations



# Transportation System Management and Operations

Near-Term Strategy Packages	Estimated Cost
<p><b>TSMO: Signage Improvements</b></p> <ul style="list-style-type: none"> <li>• Signage: Wayfinding to Airport</li> <li>• Improved signing from rental car facility/S 160th to WB 518</li> <li>• Review local street signing to and from the airport</li> </ul>	<p>\$2-4 million</p>
<p><b>TSMO: Crash Reduction on EB SR 518</b></p> <ul style="list-style-type: none"> <li>• ATMS: Speed and corridor management on EB SR 518</li> <li>• Expand Incident Response Team presence on SR 518</li> <li>• High Friction Surface Treatment (HFST) on EB SR 518 to NB I-5</li> <li>• Lane Markings: Around I-5 interchange</li> <li>• 2nd EB lane on SR 518 to I-405, merging to one lane just west of I-5</li> </ul>	<p>\$10-20 million</p>

# Transportation System Management and Operations II

Near-Term Strategy Packages	Estimated Cost
<p><b>TSMO: Crash Reduction on WB SR 518</b></p> <ul style="list-style-type: none"> <li>• Lane Markings: Delineation WB towards Airport exit (two lanes solid marking)</li> <li>• Marking/Signage: Signal Ahead - WB approaching SR 518/509 Signal</li> <li>• Marking/Signage: Lane Ends - WB approaching Des Moines Memorial Drive S Off-Ramp</li> </ul>	<p>\$100k-1 million</p>
<p><b>TSMO: Active Transportation Improvements</b></p> <ul style="list-style-type: none"> <li>• Non-motorized safety improvements at SR 99 ramps</li> <li>• Non-motorized safety improvements at Des Moines Memorial Drive S</li> </ul>	<p>\$250k-1 million</p>
<p><b>TSMO: ITS/ATMS</b></p> <ul style="list-style-type: none"> <li>• Ramp Metering: SR 99 to EB 518 All Lanes</li> <li>• Ramp Metering: 51st Ave S to WB 518</li> <li>• ATMS: Travel Time Signs on NAE - Seattle via SR 509 or I-5</li> <li>• Complete ITS throughout corridor and add ATMS Bidirectional on SR 518 near SR 509</li> <li>• Transit Signal Priority on SR 99</li> </ul>	<p>\$6-12 million</p>

# Transportation Demand Management and Capital Improvements

Near-Term Strategy Packages	Cost
<p><b>Transportation Demand Management (TDM)</b></p> <ul style="list-style-type: none"> <li>• Parking Management Strategies</li> <li>• Airport Transportation Management Association &amp; Tukwila TMA</li> <li>• Prioritize/incentivize vanpools for employees</li> <li>• Employee commuter trip reduction strategies</li> <li>• 1st/last mile services</li> <li>• Vanpool/Carpool Incentives Program for airport travelers</li> </ul>	<p>\$4-8 million</p>
<p><b>Capital Improvement: Ramp Improvements near SR 99</b></p> <ul style="list-style-type: none"> <li>• 152nd On-ramp to WB SR 518 (CD roadway)</li> <li>• 154th On-Ramp Roundabout to allow EB to WB left movement</li> <li>• Relocation of WB SR 518 Off-Ramp from SR 99 to 32nd Ave S</li> </ul>	<p>\$34-49 million</p>

# Mid-Term Strategy Packages

Mid-Term Strategy Packages	Estimated Cost
<p><b>Capital Improvement: Eastbound SR 518 and I-405</b></p> <ul style="list-style-type: none"> <li>• 2nd EB lane on SR 518 to I-405, including improvements to I-405 to accommodate demand</li> <li>• Auxiliary Lane Widening of EB SR 518 from SR 99 to Klickitat Curve/51st Ave S exit</li> </ul>	<p>\$190-244 million</p>
<p><b>Capital Improvement: Airport South Link Access</b></p>	<p>TBD</p>
<p><b>Capital Improvement: SR 518/SR 509 Interchange</b></p>	<p>\$50-70 million</p>
<p><b>Capital Improvement: Widening of Westbound SR 518</b></p>	<p>\$33-45 million</p>
<p><b>Operations: Improvements at SR 518 Ramp Termini</b></p> <ul style="list-style-type: none"> <li>• Ramp Terminal Treatments - Roundabouts</li> <li>• Ramp Terminal Treatments - Signal</li> <li>• Ramp Terminal Treatments - Revised Channelization</li> </ul>	<p>\$200k- \$5 million/ per location</p>
<p><b>Capital Improvement: Active Transportation Bridge Connections</b></p>	<p>\$5-\$10M per location</p>

# Long-Term Strategy Packages

Long-Term Strategy Packages	Estimated Cost
Capital Improvement: Managed Lanes on SR 518	\$150-200 million
Capital Improvement: Full Rebuild of the I-5/I-405/SR 518 Interchange	TBD

# Next Steps

- WSDOT Delivered Final Report to the Legislature on November 30th
- Briefings to Study Partners (Highline Forum (Nov. 20<sup>th</sup>), SeaTac City Council – TODAY!, SCATBd – January 2020)
- Local Plan Updates (comp. plans, PSRC T-2050, WSDOT modal plans
- Implementation?



# QUESTIONS?

**Thomas A. Noyes – WSDOT**

[noyest@wsdot.wa.gov](mailto:noyest@wsdot.wa.gov) (206) 464-1272



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Mason Giem  
Date: 12-12-2019  
Subject: City of SeaTac Recycling Contamination Reduction Strategies

---

## **Purpose:**

To discuss strategies to reduce contamination in the recycling stream and to obtain input from the committee on which strategies/approaches are preferred; staff will advance those strategies that are supported by committee for implementation in 2020.

## **Background:**

The City of SeaTac continues to not meet acceptable contamination standards after one year of fines and increased outreach and education efforts. Staff recommends exploring a range of options to address recycling contamination.

Options to be discussed include:

- Requiring single family customers to sign a contract that allows the waste hauler examine their recycling and compost bins before acceptance.
- Requiring all food service businesses to use all compostable service ware for takeout items.
- Requiring plastic straws be available on request only.
- Prohibiting the use of single use plastic bags at grocery and convenience stores.





# MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 12/6/19

Subject: Interlocal Agreement with City of Des Moines for Signal Improvement Project at 24<sup>th</sup> Avenue South and South 208<sup>th</sup> Street

---

## **Purpose:**

This item is being brought before the T&PW Committee to review and provide recommendation to refer this to Council for action at the 1/28/2020 Regular Council Meeting.

## **Background:**

The 24th Avenue South and South 208th Street intersection currently operates as a stop controlled intersection with stop signs on the east and west legs of South 208th Street. The City of Des Moines has jurisdiction over the intersection with SeaTac having jurisdiction over the north leg of 24th Avenue South and the east leg of South 208th Street. With the increased volumes experienced through this intersection, the City of Des Moines has programed a project to build a traffic signal system in 2020. The project is currently under design and on schedule for construction in 2020.

The proposed Interlocal Agreement sets forth the responsibilities of SeaTac and Des Moines for the construction of this project. Des Moines will be responsible for design and constructing this project because the intersection is in their jurisdiction and will subsequently own, operate, and maintain the new signal system. Des Moines is responsible for managing the costs of engineering design and construction costs. SeaTac will pay a not to exceed amount of \$300,000 for its share of the project costs. The engineers estimate for the project is currently \$603,300, which includes design, construction, and project management. However, there is no current funding allocated for this project in the 307 Transportation CIP Fund. The project was advanced in SeaTac's and Des Moines' Transportation Improvement Programs in response to the increased demand on the intersection that warranted installation of a traffic signal. Therefore, the \$300,000 is required to be appropriated for the 2020 budget. This Ordinance amends the City's 2019-2020 Biennial Budget by transferring \$300,000 from the Street Fund (#102) to the Transportation CIP Fund (#307), and increase expenditures in the Transportation CIP Fund (#307) by \$300,000 to fully fund the Project.

Please see the attached Interlocal Agreement for more detailed information.

**INTERLOCAL AGREEMENT  
CITY OF DES MOINES AND  
CITY OF SEATAC**

**24<sup>th</sup> Ave S & S 208<sup>th</sup> St Intersection Improvements Project**

**RECITALS**

This Agreement is entered into by the City of SeaTac (SEATAC) and the City of Des Moines (DES MOINES), collectively referred to as "Parties" and individually referred to as "Party."

**WHEREAS**, DES MOINES is planning to construct the 24th Ave S & S 208<sup>th</sup> St Intersection Improvements Project (PROJECT) that will construct a signalized intersection. The west and south legs of the intersection are located in DES MOINES, while the north and south legs of the intersection are located in SEATAC. No existing roadway elements are expected to be altered with the installation of the signal system except for possible roadway re-channelization and ADA curb ramps. The City of DES MOINES and City of SEATAC has installed the majority of underground facilities to accommodate the signal system as part of the previous Transportation Gateway Project - 24<sup>th</sup> Ave S and Connecting 28<sup>th</sup>/24<sup>th</sup> Ave S Project, respectively; and

**WHEREAS**, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and

**WHEREAS**, the PROJECT is currently under design by DES MOINES through a professional engineering services contract; and

**WHEREAS**, the PROJECT will not require right of way (ROW) acquisition within SEATAC and DES MOINES jurisdiction; and

**WHEREAS**, the PROJECT is programmed by DES MOINES for construction in 2020; and

**WHEREAS**, construction of the PROJECT benefits both Parties; and

**WHEREAS**, SEATAC is willing to provide payment to reimburse DES MOINES for the design, and construction costs of PROJECT elements within SEATAC's jurisdiction (WORK), subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, IT IS MUTUALLY AGREED AS FOLLOWS:

## **1. PURPOSE**

- 1.1. This Agreement defines the roles and responsibilities between the Parties for construction of the PROJECT, including design, construction, and specifies reimbursement to DES MOINES by SEATAC for the costs of performing the WORK.

## **2. DES MOINES RESPONSIBILITIES**

- 2.1. DES MOINES shall design the PROJECT to be consistent with existing roadway geometrics, Manual of Uniform Traffic Control Devices (MUTCD), and Washington State Department of Transportation (WSDOT) Standards.
- 2.2. DES MOINES shall submit to SEATAC, for SEATAC review and written approval of all PROJECT elements to be constructed within SEATAC right of way. Review submittals shall occur at 30%, 90%, and 100% (Bid Ready) for PROJECT design plans, specifications, and cost estimates.
- 2.3. DES MOINES shall construct the PROJECT in accordance with the approved plans and specifications, as provided in the 100% (Bid Ready) PROJECT design plans and specifications. Prior to constructing the PROJECT, DES MOINES shall:
  - 2.3.1. Provide SEATAC a construction schedule that shall be updated as the construction proceeds; and
  - 2.3.2. Give SEATAC written notice fourteen (14) days prior to the start of PROJECT construction; and
  - 2.3.3. Coordinate with SEATAC on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications. DES MOINES shall make the final decision regarding such corrections; and
  - 2.3.4. DES MOINES will notify SEATAC of all change orders for WORK being constructed within the SEATAC ROW. SEATAC may provide DES MOINES with comments related to such change orders, but DES MOINES will proceed with such changes in its sole discretion.
- 2.4. Within five (5) business days after bid opening, DES MOINES shall provide the bid tabulation to SEATAC for review prior to contract award.
- 2.5. Within one hundred and eighty (180) days following DES MOINES' final acceptance of the PROJECT, DES MOINES shall submit to SEATAC an electronic copy and a complete set of reproducible as-built plans signed and stamped by the engineer of record.
- 2.6. Subsequent final acceptance, DES MOINES shall be responsible for all operation, energy costs, maintenance repair, removal, and/or replacement of all PROJECT elements within DES MOINES ROW including the signal system.

### **3. SEATAC RESPONSIBILITIES**

- 3.1. SEATAC shall review and approve the 30%, 90% and 100% (Bid Ready) plans and specifications, and return written review comments to DES MOINES within ten (10) business days of receipt.
- 3.2. SEATAC, at its discretion and sole cost, may furnish an inspector during construction of the WORK.
  - 3.2.1. SEATAC Designated Representative specified in Section 5 will provide DES MOINES with the contact information for its inspector. All contact between said inspector and DES MOINES' contractor shall be through DES MOINES' Designated Representative as specified in Section 5.
  - 3.2.2. During construction of the PROJECT, SEATAC shall have the right to inspect the WORK and shall coordinate with DES MOINES on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications.
- 3.3. Subsequent final acceptance, SEATAC shall be responsible for all operation, maintenance, repair, removal, and/or replacement of all PROJECT elements within SEATAC ROW except for the signal system as specified in Section 2.6.

### **4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT**

- 4.1. Final Inspection – DES MOINES shall administer Final Inspection of the PROJECT. SEATAC shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. SEATAC will submit to DES MOINES a complete list of concerns or deficiencies within ten (10) days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. DES MOINES shall provide notice of the time and date of the Final Inspection to SEATAC a minimum of fourteen (15) days prior to the Final Inspection.
- 4.2. SEATAC Final Acceptance of WORK - After Final Inspection and SEATAC's determination of adequate completion of any and all punch list work, SEATAC will issue a letter of final acceptance to DES MOINES for the WORK. If SEATAC determines that any elements of punch list work have not been adequately completed, SEATAC shall provide written notice to DES MOINES, detailing the deficiencies or incomplete WORK within fifteen (15) calendar days after Final Inspection. Failure of SEATAC to issue a notice letter of final acceptance within fifteen (15) days after Final Inspection shall constitute acceptance of the WORK by SEATAC. Final Acceptance of the WORK by SEATAC shall not be unreasonably withheld.

**5. DESIGNATED REPRESENTATIVES**

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC:

City of SeaTac  
ATTN: Florendo Cabudol, City Engineer  
Public Works Department  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
(206) 973-4740  
[fcabudol@seatacwa.gov](mailto:fcabudol@seatacwa.gov)

5.1.2. For DES MOINES:

City of Des Moines  
ATTN: Transportation & Engineering Services Manager  
Andrew Merges, P.E.  
21650 11<sup>th</sup> Avenue South  
Des Moines, WA 98198-6317  
206-870-6525  
[amerges@desmoineswa.gov](mailto:amerges@desmoineswa.gov)

**6. PAYMENT**

6.1. SEATAC will provide DES MOINES reimbursement as follows:

6.1.1. TOTAL PAYMENT - a total payment of Three Hundred Thousand Dollars \$300,000.00 (“TOTAL PAYMENT”) will be made by SEATAC to DES MOINES for the design and construction of the PROJECT.

6.1.1.1. The Parties agree that the \$300,000.00 TOTAL PAYMENT is calculated based on each phase outlined below:

- Preliminary Engineering (PE) – \$30,000.00
- Construction (CN) - \$250,000.00
- Construction Administration (CA) - \$20,000.00

6.1.1.2. SEATAC will make the TOTAL PAYMENT to DES MOINES in installments as set forth below:

- Within 30 days of mutual execution of this Agreement - \$30,000.00 (PE).

- Within 30 days of DES MOINES issuing its contractor a notice to proceed for construction of the WORK - \$270,000 (CN & CA).

## **7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR**

7.1. In the event DES MOINES' contractor files any claims for additional payment associated with the WORK, SEATAC shall not be obligated to pay such claims or their cost of defense due to DES MOINES being compensated for solely administering the Construction Contract.

## **8. RIGHT OF ENTRY**

8.1. DES MOINES hereby grants to SEATAC, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all DES MOINES-owned property necessary for SEATAC's design review and construction inspection of the WORK.

8.2. SEATAC hereby grants to DES MOINES and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all public right-of-way in which DES MOINES has an interest for the purpose of performing the WORK.

8.2.1. WORK activities utilizing SEATAC right-of-way shall be reviewed and approved through Right-of-Way permit application. In consideration of the PROJECT mutual benefits, all permit fees shall be waived.

## **9. TERM**

9.1. This Agreement is effective upon mutual execution of the Parties and will terminate upon SEATAC's acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

## **10. TERMINATION**

Neither DES MOINES nor SEATAC may terminate this Agreement without the written concurrence of the other Party.

10.1.1. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC agrees to reimburse DES MOINES for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.1.1. If payment has been made as outlined in Section 6 above by SEATAC prior to agreement termination, DES MOINES will reimburse SEATAC the Lump Sum Payment minus actual direct and indirect expenses, subject to Section 10.1.1.

10.1.2. If this Agreement is terminated by DES MOINES prior to the fulfillment of the terms stated herein, DES MOINES will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **11. AMENDMENT**

11.1. 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.

## **12. INDEPENDENT CONTRACTOR**

12.1. DES MOINES shall be deemed an independent contractor for all purposes and the employees of DES MOINES or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of SEATAC.

## **13. INDEMNIFICATION AND INSURANCE**

13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save 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 sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) SEATAC, its employees, authorized agents, contractors and/or subcontractors and (b) DES MOINES, its employees 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 each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.

13.2. DES MOINES shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of SeaTac and its officers and employees primary non-contributory additional insureds, with minimum policy limits in the following amounts:

Commercial General Liability--\$3.0 million.

Automobile Liability--\$2.0 million per occurrence.

Worker's Compensation--Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. DES MOINES shall obtain a certificate of insurance that complies with the requirements above, which must be approved by the SEATAC Risk Management or Legal Department.

13.3. This Section 13 shall survive termination of this Agreement.

#### **14. DISPUTES**

14.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third 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 the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

#### **15. VENUE**

15.1. 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 King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

#### **16. RECORDS RETENTION AND AUDIT**

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by SEATAC, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.



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

CITY OF SEATAC

CITY OF DES MOINES

By (print):

By (print):

MICHAEL MATTHIAS

Signature:  
City Manager

Signature:  
City Manager



Date:

Date:

11.15.19

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney



Date:

Date:

11/15/2019