

Transportation and Public Works Meeting Agenda

Thursday, February 6, 2020 5:30 PM to 6:30 PM SeaTac City Hall – Riverton Room

Councilmembers:
Peter Kwon, Chair
Pam Fernald
Takele Gobena

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 Dec 12 Special TPW Minutes	Chair	5
4	Complete Streets Ordinance	Discussion/Recommendation	Florendo Cabudol	20
5	Amendment to Professional Services Contract for Design Services for Spot Drainage Program	Discussion/Recommendation	Florendo Cabudol	10
6	Future Meeting Topics: Sound Transit Parking Tax; Tukwila International Blvd. Reconfiguration; 1% for the Arts on PW Projects;			5
7	Adjourn	Adjourn Meeting	Chair	



Special Transportation & Public Works Committee Meeting

Approve Prior Meeting Minutes

Minutes

Thursday, December 12, 2019 4:00 PM – 5:00 PM SeaTac City Hall – Riverton Room

Members: Present: Absent: Commence: 4:04 PM
Adjourn: 5:25 PM
Peter Kwon, Chair X
Rick Forschler X
Pam Fernald X

Other Councilmembers in attendance: CM Tombs

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

Other Staff Present: Gwen Voelpel, Deputy City Manager; Mark Johnsen, Sr. Asst City Attorney; David Tomporowski, Transportation Planner

Public Comment.	None
Approve Prior Meetings' Minutes	Nov 7 Minutes were approved to move to Council
SR 518 Transportation Study Presentation	Presentation by WSDOT staff Thomas Noyes, Senior Transportation Planner with WSDOT, presented the outcome of a State Route 518 Corridor Planning Study, The study came out of a legislative proviso to conduct study of SR 518 corridor, updating a previous corridor study from 2002. There has been a rise in population and employment in the area, resulting in higher demands on SR 518 and connecting corridors; capacity levels are already limited; the Airport is experiencing both passenger and air cargo growth; and there are no plans to modify the I-5/I-405 interchange in the near future. Planned I-405 Bus Rapid Transit (BRT) will set the Right of Way footprint on SR 518 near the Tukwila International Boulevard Station (TIBS). A web stakeholder survey was conducted, asking for "what users want done on SR 518?" Crash analysis was also conducted.
,	The results of the study are summarized by Near-Term (0-6 years), Midterm (7-15 years), and long-term improvements (20+ years). City of SeaTac Committee members were asked to comment on the recommendations. They expressed agreement with the signage improvements and crash reduction items in the near-term

3. Recycling Contamination Reduction Strategies	recommendations, but also expressed the need to meter the traffic flow leaving the Airport Expressway, prior to entering SR518 heading east. Next Steps: Discussion/Action This issue will address the issue of continued recycling contamination in the City. In audits by Recology, the City's contamination level in our recycling stream is at 42% citywide (after education and some customer penalties). Some customers have been fined three times or more. Four potential strategies were presented to the Committee. 1. Have single family customers sign an agreement that allows Recology to look at their recycling before pick up, and refuse a dirty load. It is currently not legal in Washington State, but other states are doing this. This was not accepted by the Committee. 2. Requiring all food service providers to use only compostable foodservice products. The committee recommended surveying businesses and residents on this topic. The Airport will require this by all providers starting in 2020. 3. Require plastic straws be available on request only. This is a better option than banning all plastic straws, as some handicapped individuals can only drink from straws. Plastic straws are the 6th most common plastic item in trash. The committee recommended surveying businesses and residents on this topic, and to see if companies would voluntarily agree to this action.
	4. Plastic Bag Ban; this was discussed thoroughly. Plastic bags are the second most common litter item. It was pointed out that current standards for paper bags require 90% post-consumer material, which is a good match for the paper that is difficult to recycle at this time. The Cities of Burien and Tukwila are starting this ban in 2020. This is also being considered in the City of Kent. After much discussion, the Committee agreed to pursue more education and outreach before implementing a plastic bag ban and to survey businesses and residents on this topic.
4. Des Moines/SeaTac Interlocal Agreement for new Traffic Signal at 24 th Ave S & S 208 th Street	An Interlocal Agreement with the City of Des Moines was presented, in which the two cities will party to install a traffic signal system at the intersection of South 208th Street and 24th Ave South, at the south end of our new Connecting 28th/24th Avenue South roadway. Signalizing this intersection is included in our Transportation Master Plan. The intersection is fully within the City of Des Moines at our southern border, but is bounded on three sides by City of SeaTac properties. Currently, there are stop signs on the east/west legs of the intersection, and travel is unimpeded flowing north and south. North/south traffic volumes are expected to increase due to upcoming Sound Transit and SR509 construction.

	The City of Des Moines is taking the helm on this project, and will design, bid and manage the project. It is expected to cost \$608,000, with the City's cost share to be \$300,000. The City of Des Moines will own, maintain and manage the signal and its operation going forward. This project also will create signalized pedestrian crossing, meeting local residents' multiple requests. The Committee approved the ILA to move forward to full council.
5. Adjourn	Adjourn Meeting



To: Transportation and Public Works Committee Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 1/31/20

Subject: Complete Streets Ordinance

Purpose:

This item is presented to the Committee for recommendation to progress forward with Council review and action to adopt the Ordinance.

Background:

At the October 18, 2018 T&PW Committee Meeting, staff presented an explanation of the Complete Streets approach and how it is currently applied in SeaTac. Complete Streets is an ethic of planning and building streets that use context sensitive solutions to accommodate all users, including pedestrians, transit users, cyclists, and motorists. A Draft Safe & Complete Streets Plan was developed in 2011 and was endorsed through Resolution 12-002 and was also referenced in development of the 2015 Transportation Master Plan. The Draft Safe & Complete Streets Plan outlined goals for the development of SeaTac's pedestrian and bicycle network through the year 2040. Recommendations were identified in the plan, some of which were integrated as part of the Transportation Master and Comprehensive Plans. Although the Safe & Complete Streets Plan was endorsed by Resolution, it was never formally adopted through Ordinance.

Complete Streets can sometimes be misinterpreted to require all modes on all streets, but that is not the requirement, nor is it intended to balloon the costs and scope of all projects to the point of not being able to make sensible improvements if all modes cannot be accommodated. Most of the elements consistent with a Complete Streets approach has become current standard practice in engineering and planning and aligns well with Council's mission to have a healthy city and improve community safety. Complete Streets also leverages the City's goal of infrastructure investment to meet this mission. While the City currently has some Complete Streets policies, without a Complete Streets ordinance, SeaTac may be at a disadvantage in terms of competing for some transportation funding sources when compared to other cities which have adopted these ordinances.

Attached for review is a proposed Ordinance that formally adopts a Complete Streets policy and approach to the design and implementation of transportation projects in SeaTac. The Ordinance describes a layered network approach that identifies safety as a primary concern while also making sure that the modal facilities provided made sense based on the context of the road, adjacent land uses, destinations for active modes, etc.

ANCE NO.

AN ORDINANCE of the City Council of the City of SeaTac, Washington, adopting a Complete Streets Policy and Approach to the design and implementation of transportation projects in the City of SeaTac, consistent with the Comprehensive Plan Transportation Element and City Road Standards; and establishing an effective date.

WHEREAS, the City of SeaTac adopted, in 2015, an amended Transportation Element of the Comprehensive Plan which includes Goals 4.1 through 4.4 to accommodate safe access and transport for all modes of travel; and

WHEREAS, the City of SeaTac adopted through reference (SMC 11.05.100) the Road Standards for the design of streets and facilities, both public and private, to accommodate motorized and non-motorized modes of travel; and

WHEREAS, the term "Complete Streets" is a planning and design approach developed to integrate a number of modal choices into the design of transportation elements in the public right-of-way; and

WHEREAS, on January 24th, 2012, the City Council passed Resolution 12-002, endorsing the Safe and Complete Streets Plan and incorporating elements of the plan into future Comprehensive Plan amendments; and

WHEREAS, adoption of a "Complete Streets Policy and Approach" Ordinance provides City staff with clear direction to develop solutions that promote safe and accessible facilities for motorized and non-motorized modes of travel;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1 - Vision The City of SeaTac's vision is to provide a safe, balanced, and efficient multi-modal transportation system that serves local and regional mobility needs and safely accommodates all users. To meet this vision, the City shall strive to provide a future transportation system that allows users of all ages, abilities and financial resources to safely and efficiently use the public right-of-way to drive, access public transit, bicycle, walk or use any other chosen mode of travel. The City recognizes the public health and environmental quality benefits of encouraging active transportation modes through a safe, welcoming, connected network of modal choices.

Section 2 – Policy The term "Complete Streets" is a guiding principle for the consideration of all modes of travel within the public right of way. This Ordinance constitutes the City's "Complete Streets" policy and approach. The City recognizes that it can be a challenge for a single roadway to meet the demands of all modes at one time. Safety is a primary concern for the City, and the Transportation Element of the Comprehensive Plan guides the pursuit of increased safety for pedestrians and cyclists, which may require the separation of some uses on certain roads. A citywide Transportation System which accommodates users of all modes of transportation and users of all abilities on appropriate networks of roads, paths and trails balances the principles of Complete Streets with the realities of promoting a transportation system that is fiscally, economically and environmentally sustainable within existing and future constraints.

Using a variety of techniques, the City will plan for, design, construct, operate and maintain a transportation network that meets these goals. Recently developed projects, and those in future years, may incorporate elements such as (but not limited to):

Complete Street Elements	设施设置现金的设备的
Sidewalks	Shared Use Paths
Paved Shoulders	Buffered and/or Shared Bike Lanes
Street Trees and Landscape Strips	Transit Priority Lanes
Curbs with ADA ramps	Enhanced Pavement Markings and Symbols
Pedestrian Signals	Countdown and lead pedestrian signals
Signage	Curb Bulb-outs and Refuge Islands
Transit Stops and Facilities	Marked and/or Enhanced Crosswalk
	Treatments
Speed Bumps	Bike Parking
Raised Medians	Street Furniture
Street and Pedestrian Level	Pocket Parking
Lighting	
Textured and Colored Pavement	Traffic Circles
Roundabouts	Other Traffic Calming treatments

The City will consider the Complete Streets policy and approach in the review of private development plans, transportation system improvements and the City's Six-Year Transportation

Improvement Plan (TIP). This approach shall include new construction, reconstruction and preservation/overlay projects, except as noted in the "Exceptions" section of this Ordinance. A context-sensitive approach to each project will consider neighborhood character, underserved modal choices and school transportation routes (including bussing, walking and vehicle circulation around schools), in addition to safety and fiscal considerations. Projects must meet the requirements of the current system and the needs of the transportation system as described in the Transportation Master Plan specifically as it applies to non-motorized modal choices. Consideration will be given to accommodation of future transportation technologies, such as (but not limited to) autonomous cars, adaptive signals, and the impact these may have on other modes of travel in network.

Section 3 – Design Guidance

The City's Public Works Department maintains design criteria, standards and guidelines based upon recognized best practices in street design, construction and operation. These criteria, standards and guidelines include, but are not limited to, the latest editions of the American Association of State Highway Transportation Offices (AASHTO) policies for vehicular and bicycle facilities, National Association of City Transportation Officials (NACTO) Urban Bikeway and Street Design Guides, publications and recommended practices from the Institute of Transportation Engineers (ITE), the Washington State Department of Transportation (WSDOT) Design Manual and the Manual on Uniform Traffic Control Devices (MUTCD). Public Works Department employees have taken and will continue to take advantage of local training opportunities to become more familiar with these standards and their associated updates.

The City has adopted Road Standards and implemented best practices which include a number of Complete Streets principles, to guide all public and private transportation projects in the City. These tools emphasize consideration of multiple modes of travel, especially pedestrian and bicyclists, through the use of a number of the techniques described in the "Policy" section of this ordinance. The Road Standards include provisions for flexibility and the adoption of new techniques and tools with the approval of the Public Works Director. New techniques and future developments in design which enhance the safety of all transportation users may be incorporated into future versions of the Road Standards.

<u>Section 4 – Exceptions</u> Exceptions to the policies of this Ordinance must be submitted to the Public Works Director and approved by the City Manager. The circumstances under which the City Manager may consider exceptions to a Complete Streets approach to enhancement of the Layered Network are as follows:

- 1. Street projects may exclude those elements of the policies of this Ordinance that would require the accommodation of street uses prohibited by law, grants, or other agencies;
- 2. Maintenance activities, such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, surface treatments or pothole filling do not require that elements of the policies of this Ordinance be applied beyond the scope of that maintenance activity;
- 3. Street construction, reconstruction and maintenance projects may exclude elements of the

policies of this Ordinance when the accommodation of a specific use or mode is expected to:

- a. Require more space than is physically available (topographic or right-of-way, where acquisition of additional right of way is required and would significantly impact the adjacent private property), or;
- b. Be located where both current and future demand is demonstrated and documented as being absent, including a lack of current or planned transit routes, or;
- c. Be incompatible with the Transportation Master Plan, or;
- d. Be incompatible with documented neighborhood character, or;
- e. Have adverse impacts on environmental resources such as streams, wetlands, ditches, floodplains or historic structures or sites above and beyond the impacts of currently existing infrastructure.

<u>Section 5 – Implementation</u> The City recognizes that many other agencies have a direct or regional interest in the City's transportation system. Because transportation frequently crosses city borders, ensuring compatibility for all modes with neighboring cities is crucial to an effective network. The City fosters partnerships with local transit providers, King County, Washington State Department of Transportation (WSDOT), Sound Transit, and the Highline School District to implement Complete Streets principles in projects involving these entities.

The City has developed and continues to update a six-year TIP based on the Transportation Master Plan (TMP). The TMP identifies both Pedestrian and Bicycle Priority Networks, in addition to vehicular transportation network improvements. The TIP and TMP shall guide the development of projects. Projects will be constructed with a combination of City funds, grant funding, and private development mitigation. The City will stay informed of, and will apply for, grant funding programs, especially those with a focus on Complete Streets and non-motorized travel improvements. Funding agency partnerships, such as those mentioned above, are key to implementation of Complete Streets projects. Low-cost projects which can be achieved within existing pavement widths using temporary installations, signing and striping are continually identified and implemented by the City.

Section 6 – Performance Measures

The Public Works Director and/or designee(s) shall report annually to the City Council on projects that were completed in the last year, that are planned for the coming year, and that further the vision of this Complete Streets ordinance. The report shall identify yearly progress in advancing the lineal feet of bicycle and pedestrian network facilities and the connectivity of those networks.

<u>Section 7 – Effective Date</u> This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of the publication.

ADOPTED this	day of	, 2020, and signed in authentication
thereof on this day of	, 2020.	
	CIT	TY OF SEATAC
	 Erin	Sitterley, Mayor
ATTEST:		
Kristina Gregg, City Clerk	- 1	
APPROVED AS TO FORM:		
Mary E. Mirante Bartolo, City Attor	rney	
[Effective Date:]	
[Complete Streets Policy and Approach]		



To: Transportation and Public Works Committee Through: William Appleton, Public Works Director

From: Florendo Cabudol, City Engineer

Date: 1/31/20

Subject: Amendment to professional services contract with Blueline for the 2019 Spot Drainage

Repair Project

Purpose:

This item is being presented to the Committee for recommendation to progress it to Council for review and action under Agenda Bill 5373.

Background:

A professional services contract was executed with Blueline on November 18, 2019 for AutoCAD drafting work on the 2019 Spot Drainage Repair Project with the arrangement for civil engineering design being conducted by staff. With the loss of the engineer assigned to the project, who was capable of doing the design work, both design and AutoCAD services are now required to complete the project and prepare the bid documents. Therefore, additional funding is being requested to complete the engineering design and deliver the project on schedule this year. The contract amendment outlines the additional scope and fee to provide civil engineering design services. The amendment does not change the contract completion date of December 31, 2020.

The contract amendment increases the professional services costs from \$40,000 to \$100,400 (\$60,400 increase) and will be paid with existing funds already budgeted for the project in Fund 403 Surface Water Management.

PUBLIC WORKS CONSULTANT CONTRACT – AMENDMENT NO. 1 BETWEEN

City of SeaTac 4800 South 188 th Street SeaTac, WA 98188	AND	Blueline 25 Central Way, Suite 400 Kirkland, WA 98374
	s Drainage Proje	
AMEND	MENT OF CC	ONSULTANT CONTRACT
		ract between the City of SeaTac (City) and 9, the City and the Consultant hereby amend:
Section 2 (under the subhead	ing "SCOPE OF	SERVICES.") as follows:
The Consultant shall be Attachment A to this A	e responsible for Amendment.	r completion of the scope of services detailed in
Section 5 (under the sub EXPENSES") as follows:	heading " <u>CON</u>	PENSATION AND REIMBURSEMENT OF
	des additional se	all be increased in an amount not to exceed rvices in an amount not to exceed \$60,400, as dment.
All other terms of the Consulta	ant Agreement sh	nall remain in effect and unchanged.
		atives of the Parties to this Contract have signed be on the date of the last signature made.
CITY OF SEATAC		Blueline
Ву:		By:
Name:		Name:
Title:	_	Title:
Date:	_	Date:
APPROVED AS TO FORM:		
Mary E. Mirante-Bartolo, City	Attorney	

new Scope & fees for amendment

Attachment "A" to the Agreement for Services
between The City of SeaTac and The Blueline Group, LLC
for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

PROJECT DESCRIPTION

Blueline's initial scope of work included only drafting support and did not include engineering or design services. The following amended tasks are meant to supplement the initial contract with the engineering services necessary to complete the project through the bidding phase for the 11 spot repairs as determined and shown by the City on the preliminary plans.

TASK SUMMARY

Task 001	PROJECT MANAGEMENT
Task 002	PRELIMINARY (30%) PLANS
Task 003	60% PLANS
Task 004	90% PLANS
Task 005	FINAL PLANS
Task 006	UNASSIGNED SERVICES RESERVE (ALLOWANCE)
Task 007	BIDDING & AWARD (New Task)

SCOPE OF WORK

Blueline's scope of work for the Project is as included on the following pages.

Task 001 - PROJECT MANAGEMENT......Not to Exceed: Additional \$4,500 (Total \$5,300)

This task is for general coordination and meetings on the Project, including coordination with the City, internal plan review/discussion meetings, subconsultant coordination, and in-house quality assurance. Blueline will prepare monthly invoices for work performed during the previous month. Included with the invoices will be pertinent backup materials and progress reports of the Project to date.

Deliverables: Monthly Invoices, Progress Reports.

Attachment "A" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

- Project kick-off meeting with City Engineering and Maintenance staff.
- Incorporating City's Preliminary comments.
- Specifications including the City's front end Contract Provisions, the City's boilerplate typical Special Provisions, and placeholders for anticipated specific Special Provisions.
- Complete combined plan set with Cover Sheet, General Notes, Plans and Profiles, and Details.
- Engineer's Estimate including quantities.
- Provide an updated design schedule if necessary.
- Internal Constructability review and QA/QC.
- Draft SEPA for City to sign and submit internally.

Deliverables:

60% Design Plans (PDFs delivered electronically).

60% Design Specifications (PDFs delivered electronically).

60% Engineer's Estimates (PDFs delivered electronically).

Updated Design Schedule if necessary (PDFs delivered electronically).

Design memo accompanying the submittal that outlines assumptions.

questions, and recommendations (Email).

Draft SEPA Checklist

- Project walk-through with City Engineering and Maintenance staff after the 60% submittal.
- Review meeting with City staff.
- Incorporating the City's 60% comments into the contract documents.
- Preparing 90% construction documents for PS&E.
- Provide an updated design schedule if necessary.
- Internal Constructability review and QA/QC.

Deliverables:

90% Design Plans (PDFs delivered electronically).

90% Design Specifications (PDFs delivered electronically).

90% Engineer's Estimates (PDFs delivered electronically).

Updated Design Schedule if necessary (PDFs delivered electronically).

Design memo accompanying the submittal that outlines assumptions,

questions, and recommendations (Email).

Attachment "A" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

- Incorporating City's 90% comments into the contract documents.
- Final Plans, Specifications, and Engineer's Estimate (PS&E).
- Internal QA/QC.

Deliverables:

Final Design Plans (2 signed, stamped hard copies at 22"x34" and PDFs for the upload to City's plan holder of choice).

Final Design Specifications (2 signed, stamped hard copies and a PDF for upload to BXWA).

Final Engineer's Estimate (1 hard copy and a PDF). PDFs of all hard copies to be provided on FTP site.

Task 006 - UNASSIGNED SERVICES RESERVE Additional \$5,000 (Total \$15,000)

This task provides for unanticipated services deemed to be necessary during the course of the Project that are not specifically identified in the scope of work tasks defined above. Any additional work or funds under this item are not to be used unless explicitly authorized by the City.

Deliverables:

None yet identified.

Task 007 - BIDDING & AWARDNot to Exceed: Additional \$5,000 (Total \$5,000)

Blueline will provide consultation services during the bidding process. Anticipated tasks include uploading Contract Documents to BXWA, answering contractor's inquiries, responding to design-oriented RFIs, issuing any needed addenda, conducting the Bid Opening, providing Bid Tabulations, reviewing Contractor Bids, providing recommendations for award, and generally assisting the City as needed during the bidding process.

Deliverables:

Upload Bid Documents to BXWA.

Addenda if necessary.

Bid Tabulations

Attachment "A" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

GENERAL ASSUMPTIONS & NOTES

- Scope and fees outlined above are based on the following information (any changes to these documents may result in changes to the fees):
 - o Email and phone correspondence with the City of SeaTac.
- This proposal does not include any of the following:
 - o Permitting, ROW or easement acquisition, and Dry Utility or Gas design or coordination.
 - o JARPA, HPA, NPDES, or SWPPP permitting.
 - o Drainage calculations.
 - o ADA Design.
 - WSDOT Coordination
 - Community Involvement, Construction Administration, Staking, or Inspection Services.

If requested by the City that any of these services are needed, Blueline will provide an Additional Services Authorization request for that effort.

- Easement investigation, preparation, and acquisition (if required) are not included as part of the fees outlined above.
- We do not anticipate that additional Structural, Electrical, Environmental, Geotechnical, or Transportation Engineering services will be necessary for this project, and they are not included in this proposal.
- Potholing during design may be required but is not included in this proposal.
- Agency fees (if any) are not included as part of the fees outlined above.
- Time and expense tasks are based on Blueline's current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Project stops/starts and significant changes to the Project Schedule may result in changes to the fees provided above and a separate fee proposal will be provided.
- Client revisions requested after the work is completed will be billed at an hourly rate under a new task called Client Requested Revisions. A fee estimate can be provided to the Client prior to proceeding with the revisions.
- If the Client requests Blueline's assistance in complying with any public records request, including without limitation providing copies of documents and communications, Client will pay Blueline's hourly fees and costs incurred in providing such assistance at then-current rates. Such fees and costs will be billed as a separate task and will be in addition to the maximum or total fees and costs stated in the agreement to which this scope of work as attached.
- Blueline reserves the right to move funds between approved Tasks 001 005 and 007 as necessary based on approved scope of work provided the overall budget of Tasks 001 005 and 007 is not exceeded. City Project Manager will be notified if funds are shifted.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than letter/legal size), mileage, and plots. These items will be billed under a separate task called Expenses. Estimate: Additional \$500 (Total \$700).

Attachment "B" to the Agreement for Services' between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

2019 Drainage Spot Repair Drainage Improvement Project

Job Number: 19-305

Date: January 27, 2020

Prepared By: Robert Dahn, PE

Checked By: Ken Lauzen, PE

		Project Manager \$188/hr			Project Engineer			Engineer											
Task # Base Tasks	\$178/hr				\$158/hr		Total	Total		Additional		Previously		Total Cost					
THUM:	n Dase Idaka	Hours			Hours	L		Hours			Hours	Cost		Cost		Approved		(Rounded)	
001	Project Management	24	\$	4,512	0	5	- =	0	\$	wave.	24	\$	4,512	\$	4,500	\$	800	\$	5,300
002	Preliminary (30%) Plans	0	\$	•()	0	\$	+:	0	\$	÷	0	\$		\$		\$	11,100	\$	11,100
003	60% Plans	10	\$	1,880	44	\$	7,832	78	\$	12,324	132	\$	22,036	\$	22,000	\$	8,000	\$	30,000
004	90% Plans	8	\$	1,504	26	\$	4,628	56	\$	8,848	90	\$	14,980	\$	15,000	\$	5,500	\$	20,500
005	Final Plans	4	\$	752	20	\$	3,560	26	\$	4,108	50	\$	8,420	\$	8,400	\$	4,400	\$	12,800
006	Unassigned Services Reserve (Allowance)					F						\$	5,000	\$	5,000	\$	10,000	\$	15,000
007	Bidding & Award	6	\$	1,128	18	\$	3,204	4	\$	632	28	\$	4,964	\$	5,000	\$		\$	5,000
	Expenses										-	\$	500	\$	500	\$	200	\$	700
	TOTAL	52	\$	9,776	1.06	\$	19,224	164	\$	25,912	324	\$	60,412	\$	60,400	\$	40,000	\$	100,400

The Blueline Group

Attachment "B" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

2019 Drainage Spot Repair Drainage Improvement Project

001	Project Management	Project Manager \$188/hr			Project	neer	Eng	er					
Item #	Description				\$178/hr			\$158/hr			TOTAL	-	TOTAL
		HRS		FEE	HRS		FEE	HRS		FEE	HRS		FEE
1	Project Meetings	6.0	\$	1,128	0.0	\$	*	0.0	\$) * (6,0	\$	1,12
2	Monthly Invoices/Progress Reports	6.0	\$	1,128	0.0	\$	₩.	0.0	\$	727	6,0	\$	1,12
3	QA/QC	6.0	\$	1,128	0.0	\$		0,0	\$	2.00	6,0	\$	1,12
4	General Project Coordination	6.0	\$	1,128	0.0	\$	*	0.0	\$	(±3	6.0	\$	1,12
	Total	24.0	\$	4,512	0.0	\$	*	0.0	\$	-	24.0	\$	4,51
								001	T&I	E/NTE	•	\$	4,50

002	Preliminary (30%) Plans	Project Manager \$188/hr			Project Engineer \$178/hr			Enį					
Item #	Description							\$158/hr			TOTAL	-	TOTAL
		HRS		FEE	HRS		FEE	HRS		FEE	HRS		FEE
			\$	- 4		\$	-		\$	W.	0.0	\$	-
			\$	12		\$	*		\$	20	0.0	\$	-
	Total	0.0	\$	72	0.0	\$	27	0.0	\$	-	0.0	\$	_
								002	T&E	/NTE		\$	

003	3 60% Plans		Project Manager		Project Engineer			Engineer					
Item #	n# Description		\$188/hr			\$178/hr			\$158/hr				TOTAL
		HRS		FEE	HRS		FEE	HRS		FEE	HRS		FEE
1	Project Kick-off Meeting	6.0	\$	1,128	8.0	\$	1,424	4.0	\$	632	18.0	\$	3,18
2	60% Design Plans	1.0	\$	188	16.0	\$	2,848	20.0	\$	3,160	37.0	\$	6,19
3	60% Design Specification	1.0	\$	188	10.0	\$	1,780	32.0	\$	5,056	43.0	\$	7,02
4	60% Engineer's Estimate	1.0	\$	188	6.0	\$	1,068	16.0	\$	2,528	23.0	\$	3,78
5	Design Memo	1.0	\$	188	2.0	\$	356	2.0	\$	316	5.0	\$	80
6	SEPA Draft	0.0	\$	- 04	2.0	\$	356	4.0	\$	632	6.0	\$	98
	Total	10.0	\$	1,880	44.0	\$	7,832	78.0	\$	12,324	132.0	\$	22,0
	OO3 T&E/NTE								E/NTE		\$	22,00	

The Blueline Group

Attachment "B" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

2019 Drainage Spot Repair Drainage Improvement Project

004	4 90% Plans		Project Manager \$188/hr			Project Engineer \$178/hr			Englneer \$158/hr			
Item #	# Description											TOTAL
		HRS		FEE	HRS		FEE	HRS		FEE	HRS	FEE
1	Project Review/Walkthrough	4.0	\$	752	6.0	\$	1,068	6.0	\$	948	16.0	\$ 2,768
2	90% Design Plans	1,0	\$	188	8.0	\$	1,424	16.0	\$	2,528	25.0	\$ 4,140
3	90% Design Specification	1.0	\$	188	8.0	\$	1,424	24.0	\$	3,792	33.0	\$ 5,404
4	90% Engineer's Estimate	1.0	\$	188	2.0	\$	356	8.0	\$	1,264	11.0	\$ 1,808
5	Design Memo	1.0	\$	188	2.0	\$	356	2.0	\$	316	5.0	\$ 860
	Total	8,0	\$	1,504	26.0	\$	4,628	56.0	\$	8,848	90.0	\$ 14,980
		-!		***				004	T&I	E/NTE		\$ 15,000

005 Final Plans		Project Manager			Project Engineer			Enį	эөг				
item #	em # Description		\$188/hr		\$178/hr			\$158/hr			TOTAL		TOTAL
		HRS	FEE		HRS		FEE	HRS		FEE	HRS		FEE
1	Final Design Plans	2.0	\$ 3	76	6.0	\$	1,068	6.0	\$	948	14.0	\$	2,39
2	Final Design Specifications	1.0	\$ 1	38	8.0	\$	1,424	16.0	\$	2,528	25.0	\$	4,14
3	Final Engineer's Estimate	1.0	\$ 1	38	6.0	\$	1,068	4.0	\$	632	11.0	\$	1,88
	Total	4.0	\$ 7	52	20.0	\$	3,560	26.0	\$	4,108	50.0	\$	8,42
								005	ΒĒ	E/NTE		Ŝ	8,40

06	Unassigned Services Reserve (Allowance)		
Item #	Description	As Needed	
1	Unassigned Services Reserve	\$ 5,000	\$
	Total	\$ 5,000	\$
		006 T&E/NTE	\$ •

Attachment "B" to the Agreement for Services between The City of SeaTac and The Blueline Group, LLC for the 2019 Drainage Spot Repair Drainage Improvement Project dated January 27, 2020

2019 Drainage Spot Repair Drainage Improvement Project

007	007 Bidding & Award		Project Manager			Project Engineer			Engineer			
Item #	Description	\$188/hr			\$178/hr			\$158/hr			TOTAL	TOTAL
		HRS		FEE	HRS		FEE	HRS		FEE	HRS	FEE
1	Address Questions & General Assistance	0.0	\$	74.0	4.0	\$	712	0.0	\$	19	4.0	\$ 712
2	Contract Document Upload to BXWA	0.0	\$	24.5	2.0	\$	356	2.0	\$	316	4.0	\$ 672
3	Bid Opening	4.0	\$	752	2.0	\$	356	0.0	\$	125	6.0	\$ 1,108
4	Bid Tabulation & Review	1.0	\$	188	4.0	\$	712	0.0	\$	(2)	5,0	\$ 900
5	Assist With Addenda as Necessary	1.0	\$	188	6.0	\$	1,068	2.0	\$	316	9.0	\$ 1,572
	Total	6.0	\$	1,128	18.0	\$	3,204	4.0	\$	632	28.0	\$ 4,964
								007	T&	E/NTE		\$ 5,000

The Blueline Group

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CONSULTANT CONTRACT between the City of SeaTac and Blueline

Project Title: 2019 Drainage Spot Repair Drainage Improvement Project

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as the "City", and Blueline, hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

- EMPLOYMENT. The City hereby agrees to retain and employ the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Contract.
- 2. SCOPE OF SERVICES. The Consultant shall be responsible for completion of the scope of services detailed in Attachment A to this Contract.
- TIME FOR COMPLETION. All work shall be completed by December 31, 2020.
- 4. PROFESSIONAL STANDARDS. The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in this community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract; provided, final review and acceptance of Consultant's work product will be performed by the City's professional staff.
- COMPENSATION REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses not to exceed \$40,000, and payment will only be made for actual services rendered.
- 6. RECORDS INSPECTION AND AUDIT. All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this Contract shall be subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.
- 7. OWNERSHIP OF DOCUMENTS. All plans, programs, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this Contract shall be owned by and become the property of the City, and may be used by the City for any purposes beneficial to the City.
- 8. COMPLIANCE WITH LAWS. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations. Consultant shall also

obtain and/or maintain a City business license throughout the duration of this Agreement.

9. INDEMNIFICATION. Consultant shall defend, indemnify and hold harmless the City, its officers, officials, employees, directors, agents and volunteers from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for injuries and damages caused by the City's sole negligence. The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

Notwithstanding any other provision of this Agreement, it is understood and agreed that Consultant is providing drafting services at the direction of the City's staff, and is not providing design services or construction inspection services under this Agreement. Under no circumstances will Consultant have any liability for any claim, loss, damage, or expense based on any allegation relating to defects in design or construction, and the City shall defend, indemnify and hold harmless Consultant, its officers, officials, employees, directors, and agents from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with any such claim.

10. INSURANCE. The Consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected and appointed officials, officers, and employees as Primary-Non-Contributory Additional Insureds of said policies.

The Consultant shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The Consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate

Coverage to include Premise and Operations Liability

Blanket Contractual

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$2,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

PROFESSIONAL LIABILITY

Minimum of \$1,000,000 limits

WORKER'S COMPENSATION

Employees of Consultant and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Consultant's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract. The policy limits required under this Contract does not limit the Consultant's liability.

Failure of the Consultant to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

- 11. RESTRICTION AGAINST ASSIGNMENT. The Consultant shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Consultant subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.
- 12. CONTINUATION OF PERFORMANCE. In the event that any dispute or conflict arises between the parties regarding any of the performance of the Consultant and/or providing the required deliverables defined in the Scope of Services while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, unless otherwise directed by the City. If any dispute or conflict arises that is not either of the above performance or product issues, the Consultant may elect to stop work until the dispute or conflict is resolved.
- 13. TERMINATION OF CONTRACT. Performance of the consulting services under this Contract may be terminated for any cause deemed sufficient by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, by not sooner than thirty (30) days

from date of such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

CONTRACT ADMINISTRATION. This Contract shall be administered by Ken Lauzen, PE, Principal for Blueline on behalf of the Consultant and by Lauren E. Kirk, PE, on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

TO THE CITY:

TO THE CONSULTANT:

City of SeaTac Attn.: City Manager 4800 S. 188th Street SeaTac, WA 98198

Telephone: (206) 973-4800

Blueline Attn: Ken Lauzen 25 Central Way, Suite 400 Kirkland, WA 98033 Telephone: 425-250-7231

- CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with 15. laws of this State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be King County Superior Court, Maleng Regional Justice Center, King County, Washington.
- MERGER AND AMENDMENT. This Contract contains the entire understanding of the 16. parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CONSULTANT	CITY OF SEATAC	
35	Carl C Cle	W
Printed Name. Ken M LIVEEN Title: Mine (CAL.	Printed Name: Cayl Cole Title: City Manager	

APPROVED AS TO FORM:

Mary Mirante Bartolo, City Ayorney