



Transportation & Public Works Meeting Agenda

August 20, 2020; 4:30 – 6:00 PM
“Virtual Meeting”

Due to the current COVID-19 public health emergency, and social distancing protocols, pursuant to the Governor’s and public health officials’ orders, this meeting will be conducted virtually. The meeting will be live streamed on SeaTV and the City’s website. The public may also call in to the conference line to listen to the meeting. The number is 206-973-4555. While you will be able to hear the meeting, you will not be able to participate in the meeting. Please note that if you are unable to mute your phone, everyone else on the call-in line will be able to hear you, so please refrain from speaking. City Hall is closed so no one will be able to physically attend this meeting.

Councilmembers:

Peter Kwon, Chair
Pam Fernald
Takele Gobena

Note: A quorum of the Council may be present

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

Other Staff participating:

TIME	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	Public Comment Process: In an effort to adhere to the social distancing protocols, pursuant to the Governor’s and public health officials’ orders, and in order to keep our residents, Council and staff healthy, the Committee will not hear any in-person public comments during this COVID-19 public health emergency. If you wish to submit a public comment, please email any comments by 2:30 PM the day of the meeting to tpwpubliccomment@seatacwa.gov . The public comment will be mentioned by name and subject, and then placed in the T&PW handout packet posted to the website.		Chair	5

3	Prior Minutes Approval	August 6 minutes to approve	Chair	5
4	Construction award for South 200 th Street Shared Use Path (ST-N80)	Discussion/Recommendation	Kamal Mahmoud and Brenton Cook	15
5	Washington State Department of Transportation (WSDOT) proposal regarding 4(f) Mitigation for Impacts to Des Moines Creek Park due to construction of the SR 509 Extension	Information/Recommendation	Will Appleton	30
6	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Tukwila International Blvd. Reconfiguration; 1% for the Arts on PW Projects;			5
7	Adjourn	Adjourn Meeting	Chair	5



Transportation & Public Works Committee Meeting Minutes

**Approve Prior
Meeting Minutes**

Thursday, August 6, 2020
5:30 PM – 6:30 PM
** Virtual Meeting **

Members:	Present:	Absent:	Commence: 5:30 PM Adjourn: 6:30 PM
Peter Kwon, Chair	X		
Pam Fernald	X		
Takele Gobena	X		

Other Councilmembers participating: CM Tombs

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

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

Public Comment.	None
1. Approve Prior Meetings' Minutes	July 16 T&PW Minutes were approved to go to Council
2. Professional Services Amendment for Perteet, Inc. on ST-125 Military Rd S/South 152nd Street	<p>Discussion/Recommendation</p> <p>City Engineer Florendo Cabudol introduced this topic. The City is in the final stretch of the Military Road S/South 152nd Street Project (PW CIP ST-125).</p> <p>Staff is asking for authorization to allocate previously approved construction contingency funds to pay for an amendment to the professional services agreement with Perteet, Inc., for additional construction management services in the amount of \$67,125. The additional services resulted from unanticipated issues that arose during construction of the project.</p> <p>During construction, the following issues were encountered that increased the contract time for the construction management contract:</p> <ul style="list-style-type: none"> • Seattle City Light <ul style="list-style-type: none"> ○ Connection of the utilities to existing properties and to the newly construction Tukwila Justice Center, including relocation of poles that were positioned where the new sidewalks would be constructed. • Coordination with the City of Tukwila regarding the Tukwila Justice Center project.

	<ul style="list-style-type: none"> • Additional and thorough documentation to protect the City's interests to avoid potential claims and/or protests. <p>The amended contract amount is \$67,125. There are sufficient funds within the previously authorized expenditure for construction to cover the amendment cost. Staff is seeking Committee recommendation to place this item on the August 11 RCM Consent Agenda, with a recommendation for approval.</p> <p>Questions were raised by the Committee:</p> <ol style="list-style-type: none"> 1) What would happen if amendment were not approved? <ul style="list-style-type: none"> • Staff would have to absorb the additional work to the end of the construction project, and the consultant would stop work at the end of the current contract. 2) Is any of the project on the Tukwila side, and will Tukwila share in any of the construction costs? <ul style="list-style-type: none"> • All of the project is within SeaTac right of way, but the City of Tukwila did pay SeaTac a fee in-lieu for the Military Road South frontage improvements along the Tukwila Justice Center. 3) Why do we still see power poles within the project? Weren't we going to underground all of the utilities? <ul style="list-style-type: none"> • We are in the process of connecting utilities to each property along the construction alignment; after power up, then old power lines are removed, and wrecking out old poles happens last. 4) Does Seattle City Light share in the undergrounding costs? <ul style="list-style-type: none"> • Yes, there is a joint utility agreement, and Seattle City Light will pay a share of those costs. <p>The project is funded in part by parking tax, utility reimbursements, and a \$2.4 million Transportation Improvement Board grant for.</p> <p>The Committee agreed to move this amendment to the August 11 RCM Consent Agenda.</p>
<p>3. National Flood Plain Insurance Program Compliance</p>	<p>Discussion/Recommendation</p> <p>Staff is asking for an emergency ordinance to be forwarded to the August 11 Regular Council Meeting for action, in order to meet an August 19 national deadline to be in compliance with the National Floodplain Insurance Program (NFIP).</p> <p>FEMA recently completed a new nationwide Flood Insurance Study (FIS) and the associated Flood Insurance Rate Maps (FIRM). This work supports the NFIP which aims to reduce the impact of flooding on private and public structures. It does so by providing affordable insurance to property owners, renters and businesses. Property owners, in communities that are in compliance with the NFIP requirements, are able to purchase flood insurance through the program, rather than higher cost alternatives. This is especially important for owners with property within</p>

	<p>special flood hazard areas. There are six known property owners within the City of SeaTac.</p> <p>The FIRM will be become effective on August 19, 2020. To ensure our property owners continue to have access to affordable flood insurance through the NFIP, the City seeks to adopt interim floodplain ordinance and code amendments that bring the City into compliance. The interim amendments will allow for the necessary time to adopt permanent language through the standard code amendment process. The draft ordinance language in the packet will not be codified, but will allow for the future codification of the amended chapters of the SeaTac Municipal Code (Chapters 12 and 15) by the end of the year, during planned code update process. This ordinance adopts language for damaged properties in the floodplain area.</p> <p>The Committee raised questions:</p> <ol style="list-style-type: none"> 1) The identified floodplain area is very near an area that CM Fernald notices floods all of the time, 137th near 24th and TUB Lake (?). What identifies an area as “flood hazard” or “flood plain;” why is this area not listed? 2) Why is there a national map requiring local jurisdiction to act? <p>Staff answered that the National Floodplain Insurance Program is a separate entity from FEMA. Local and State agencies need to meet bare minimums to be in compliance with the program so property owners within the floodplain can take advantage of lower cost NFIP insurance availability, rather than a higher cost traditional insurance.</p> <ol style="list-style-type: none"> 3) Why is this coming up with such a short deadline window? Why wasn't there some planning ahead? 4) Will the maps help open up any funding opportunities with Burien? 5) Why is the ordinance language calling out “100-year” flooding, when the area floods all of the time? <p>Staff answered that a “100-year” flood refers to such a volume of water that only occurs about once in 100-years. Both frequency and volume of water.</p> <p>A document of answers to these questions will be prepared prior to the August 11 Regular Council Meeting.</p> <p>The Committee recommended this item be forwarded to the August 11 RCM as an action item.</p>
4.	Adjourn Meeting

Answers to Committee Questions on the National Floodplain Insurance Program

1. What is a Special Flood Hazard Area?

Special Flood Hazard Areas are those areas that are (at a minimum) subject to inundation (flooding) by a flood event having a 1% chance of being equaled or exceeded in any given year (100-year flood event). These areas would be expected to flood during a 100-year flood event even with all of the established drainage infrastructure working as designed (i.e. flooding is not a result of infrastructure failure, rather it is due to water volumes exceeding design capacity and/or watercourse capacity). There are very few Special Flood Hazard Areas within the City of SeaTac; all of them being within the SeaTac portion of the Miller Creek drainage and the majority of this area is wetlands.

2. Why does the local jurisdiction need to take action regarding a Federally Flood Inundation Study and the resulting Flood Insurance Rate Maps?

A flood insurance rate map is an official map of a community within the United States that displays the floodplains, more explicitly special hazard areas and risk premium zones, as delineated by the Federal Emergency Management Agency. In order for property owners within these zones to be eligible for flood insurance, the local jurisdictions are required to have minimum building and development related requirements in place to ensure responsible development. With these minimum requirements in place, the National Flood Insurance Program (NFIP) can maintain a clearer picture of the risk profile that it is insuring which helps to make sure the program can remain viable. If every jurisdiction (which control development) was allowed to have their own set of rules, one can only imagine how difficult risk management would become.

3. Why aren't all the areas within the City that may experience flooding shown on the NFIP flood risk maps?

Areas subject to nuisance flooding, such as shallow ponding, puddles, standing water and sheet flow over roadways are not mapped as part of the NFIP. Nearly any location with SeaTac can experience nuisance flooding if drainage infrastructure fails or is blocked. So, if all areas were mapped that could experience flooding of any type, virtually the entire City would be included in a Special Flood Hazard Area, which would not align with the type of flood risk that the NFIP is trying to identify and protect against. It should be pointed out that Public Works maintains a "hotspot" list of those areas that experience nuisance flooding during heavy rainfall events and visits them to ensure the drainage infrastructure is kept clear of blockages. In some cases, a hotspot location will become a candidate for a capital project if the infrastructure is shown to be inadequate or failing.

4. How is Tub Lake mapped with respect to the NFIP?

Tub Lake, is mapped as being within an area subject to inundation during a 1% annual chance event, however no base flood elevation has been established around the lake. This means that while flooding is expected, modeling results did not yield a reliable base flood elevation but did affirm that a hazard area around the lake exists. If development were to occur within this area, a more detailed engineering study would need to be conducted by the developer to establish a base flood elevation; Flood Insurance Rate Maps would not be sufficient.

5. What is the Purpose of Flood Risk Products such as Flood Risk Mapping?

Flood Risk Products help state, tribal, territories and local governments and community officials view and visualize their local flood risk, allowing communities to make informed decisions about reducing flood loss and mitigating potential damage from flood hazards. These individuals may include property owners, emergency management officials, community planners and developers, real estate and insurance specialists and other professionals and community decision-makers. Fortunately, the community of SeaTac has very little flood related risk.

6. Why does the ordinance focus on the 100-year flood event when some areas flood all the time?

Areas that experience significant flooding with a higher frequency than 1% annual chance would fall within the mapped 100-year inundation area and be required to carry flood insurance. This does not mean that areas that experience frequent nuisance flooding would fall within a special flood hazard area as discussed in #3 above. The acceptable level of risk has been drawn at the 100-year flood event by insurance specialists, other professionals and community decision makers. In other words, events that are probabilistically less likely to occur are an acceptable risk and are not required to be insured against even though they would be more significant than a 100-year flood event. As flood modeling improves and rainfall patterns and accumulations change, the FIRMs will need to be updated to ensure Special Flood Hazard Areas are properly mapped.

7. Why is this an emergency action? Was there not enough time given to deal with this issue in a normal fashion?

This item was first brought to the attention of staff in February 2020 which did allow for adequate time to be addressed using standard procedures and processes. However, it was not prioritized properly and acted upon in a timely manner. The Public Works Department accepts responsibility and will strive to ensure that this does not happen again.



MEMORANDUM

To: Transportation and Public Works Committee
From: William Appleton, Public Works Director
Date: 8/17/2020
Subject: 4(f) mitigation for impacts to Des Moines Creek Park

Purpose:

To provide an update to the Committee on the status of the 4(f) mitigation for impacts to Des Moines Creek Park due to construction of the SR 509 extension project (Gateway Project).

Background:

In November 2000, a Motion approving a WSDOT proposal to replace Des Moines Creek Park property lost to the SR 509 project with equal acreage adjacent to the Park was approved by Council (Attachment 1). The Motion provided written concurrence to WSDOT regarding the 4(f) mitigation proposal, allowing them to proceed with formalizing the property transaction for approval. At the time, King County had still not transferred the Des Moines Creek Park into SeaTac control, but agreed that it would honor whatever agreement the City made with WSDOT regarding mitigation of the SR 509 project.

In October of 2002, the City of SeaTac entered into a Letter Of Understanding (LOU) with WSDOT (Attachment 2), laying out in further detail the proposed terms of the 4(f) mitigation. Following the execution of this document, work on the project essentially stopped and activity on this matter ceased until the SR 509 extension project was restarted in 2015.

With the SR 509 extension project funded, WSDOT and the City of SeaTac have re-engaged on this topic and have finalized the property exchange documents. The proposed exchange agreement, Exhibit A and the quitclaim deeds are provided as Attachments 3 through 6. Execution of these documents will result in WSDOT receiving 205,584 square feet (4.72 acres) of property from the City of SeaTac and the City receiving 205,625 square feet (4.72 acres) of property from WSDOT; the locations of these parcels are shown in Attachment 3. Since the WSDOT project will preserve the existing Des Moines Creek Park trailhead and associated facilities, compensation for the replacement of these facilities as described in the Nov 2000 MOU is no longer necessary.

Options/Recommendation:

It is recommended that this item be forwarded to Council with a recommendation for approval.

Approved

SeaTac City Council
REQUEST FOR COUNCIL ACTION
Department Prepared by: Parks & Recreation

Agenda Bill #: 1923

TITLE A Motion approving the Washington State Department of Transportation (WSDOT) proposal regarding 4(f) Mitigation for Impacts to Des Moines Creek Park due to construction of the SR 509 Extension

<small>November 1, 2000</small>
___ Ordinance ___ Resolution <u>X</u> Motion ___ Info. Only ___ Other
Date Council Action Requested: <u>11/14/00 RCM*</u>
Ord/Res Exhibits: _____
Review Dates: <u>11/007/00 SS</u>
Prepared By (Name / Title): <u>Kit Ledbetter, Parks & Recreation Director</u>
Director: _____ City Attorney: <u>John L. McAdams</u>
Finance: <u>Elizabeth A. Treacy</u> BARS #: <u>N/A</u>
City Manager: <u>Cal Hoggard</u>

KL
CR

SUMMARY:

The Washington State Department of Transportation (WSDOT) is seeking written concurrence from the City regarding its 4(f) mitigation proposal for impacts to Des Moines Creek Park due to construction of the SR 509 extension.

DISCUSSION / ANALYSIS / ISSUES:

Washington State Department of Transportation has proposed to replace the lost acreage (approximately 7.5 acres) with equal acreage adjacent to the existing park and west of the Des Moines creek. The exact location of the additional acreage will be determined through a coordinated land swap between the City and WSDOT. In addition, WSDOT will relocate the trailhead parking lot westward, then extend the existing trail parallel to the new freeway northward from 200th Street to the existing interchange at 12th Pl. S. (S. 188th St.). The value of this mitigation is likely to exceed two million dollars.

Staff has been working with the WSDOT staff for the last year and feels the mitigation proposal is very fair for the City of SeaTac. WSDOT is asking for a written letter stating we agree with the mitigation they have proposed for the possible taking of land in Des Moines Creek Park.

King County did not transfer Des Moines Creek Park to the City when all of the other parks were transferred. King County has stated that they intend to transfer the park and they are currently working on the details. Although we do not have the final approval until the transfer is completed, King County intends to approve the mitigation the City of SeaTac approves. WSDOT staff will attend the City Council Study Session to answer any further question the City Council may have.

RECOMMENDATION(S):

It is recommended that the Mayor and City Council move to authorize the City Manager to give WSDOT written concurrence from the City regarding its 4(f) mitigation proposal for impacts to Des Moines Creek Park due to construction of the SR 509 extension.

FISCAL IMPACT:

There is no fiscal impact to the City. However, the City could benefit from the trail extension and land trade.

Agenda Bill # ____

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ALTERNATIVE(S):

1. Do not accept the proposed mitigation.
2. Renegotiate the proposed mitigation.

ATTACHMENTS:

- 1) Letter from WSDOT Project Engineer

CONSENT AGENDA (Continued):

Agenda Bill #1921 (Continued):

Change Order #3: \$937.23 - Install Silt Fence at designated site. Substitute provided aluminum end caps for galvanized steel at baseball backstop.

Change Order #4: \$581.01 - Saw cut broken edge (south side) of existing asphalt at basketball court area in order to have a uniform joint between existing and new asphalt.

Change Order No.5: \$4,872.88 - Saw cut east side of existing basketball court. Rework play equipment area per revised drawing.

The construction project was substantially complete on September 28, 2000. The total project included purchase of playground equipment, baseball backstop and four basketball backboards. The total project budget is \$101,893.00 from the 2000 Parks Capital Fund, of which \$91,893 is from Community Development Block Grant (CDBG) funds. The total cost of construction by C. D. Construction and Management was \$62,971.67.

Agenda Bill #1923

A Motion approving the Washington State Department of Transportation (WSDOT) Proposal regarding 4(f) Mitigation for Impacts to Des Moines Creek Park due to construction of the SR 509 Extension - Parks & Recreation

Summary: The WSDOT is seeking written concurrence from the City regarding its 4(f) mitigation proposal for impacts to Des Moines Creek Park due to construction of the SR 509 extension.

WSDOT has proposed to replace the lost acreage (approximately 7.5 acres) with equal acreage adjacent to the existing park and west of the Des Moines Creek. The exact location of the additional acreage will be determined through a coordinated land swap between the City and WSDOT. In addition, WSDOT will relocate the trailhead parking lot westward, then extend the existing trail parallel to the new freeway northward from South 200th Street to the existing interchange at 12th Place South (South 188th Street). The value of this mitigation is likely to exceed \$2 million.

Staff has been working with the WSDOT staff for the last year and feels the mitigation proposal is very fair for the City of SeaTac. WSDOT is asking for a written letter stating the City agrees with the mitigation they have proposed for the possible taking of land in Des Moines Creek Park.

King County did not transfer Des Moines Creek Park to the City when all of the other parks were transferred. King County has stated that they intend to transfer the park and are currently working on the details. Although the City does not have the final approval until the transfer is completed, King County intends to approve the mitigation the City of SeaTac approves.

There is no fiscal impact to the City. However, the City could benefit from the trail extension and land trade.

Agenda Bill #1913, Ordinance #00-1048

An Ordinance granting AT&T Corp., a Non-exclusive Franchise to install, operate and maintain Communications Systems in the City of SeaTac - Public Works

Summary: City staff recommends that AT&T Corp. be granted a franchise to allow it to install, operate and maintain communications systems in the City's rights-of-way. The franchise outlines the rights and responsibilities of both the City and AT&T Corp. for the installation of facilities and the ongoing operation and maintenance of these facilities.

AT&T Corp. currently proposes to install a communications network between a switching station in Tukwila and one in Burien. The system is not intended to serve local customers. The applicant is preparing engineering plans in preparation for submitting for a permit to construct the facilities. AT&T, Corp. is in partnership with Touch America, Incorporated on this installation.

AT&T Corp. will pay \$500 to cover the City's preparation and processing costs.

Agenda Bill #1925, Ordinance #00-1049

An Ordinance granting Touch America, Incorporated, a Non-exclusive Franchise to install, operate and maintain Communications Systems in the City of SeaTac - Public Works

INTERAGENCY LETTER OF UNDERSTANDING

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
and
CITY OF SEATAC

THIS LETTER OF UNDERSTANDING (LOU) is entered into by and between the Washington State Department of Transportation (WSDOT) and the City of SeaTac (CITY) and is effective upon execution by both parties.

Whereas, WSDOT has determined the need and proposes to extend SR 509 from South 188th Street within the City to Interstate 5 (PROJECT); and

Whereas, the CITY expects to receive from King County the lands that comprise Des Moines Creek Park in 2002 or early 2003; and

Whereas, the PROJECT will require WSDOT to acquire from the City property or property rights from property that qualifies as 4(f) property pursuant to Section 4(f) of the Department of Transportation Act of 1966 (Recodified as 49 USC 303); and

Whereas, WSDOT recognizes its obligations under Section 4(f) of the Act and related requirements to mitigate for impacts to public park lands; and

Whereas, WSDOT owns right-of-way in the City for an existing alignment that is not needed for the PROJECT and may be surplus to its needs; and

Whereas, WSDOT is required to pay just compensation for the property owned by the CITY that is needed for the PROJECT and to mitigate public park lands impacts pursuant to Section 4(f); and

Whereas, WSDOT and the City desire to exchange and consolidate ownerships of land within the vicinity of the PROJECT as a component of that just compensation and 4(f) mitigation; and

Whereas, WSDOT has the authority to exchange lands under RCW 47.12.063 and RCW 47.12.287 and the CITY has the authority to exchange lands under RCW 39.33.010 and RCW 47.12.040;

NOW THEREFORE, the parties agree to facilitate WSDOT's right-of-way needs should WSDOT decide by issuance of a Record of Decision (ROD) to proceed with its Preferred Alternative and obtain sufficient funding for the extension of SR 509 from South 188th Street to I-5 (the PROJECT) by exchanging and consolidating each agency's ownership of land, on the following terms and conditions;

1. WSDOT has identified the property needed for the Project.
2. WSDOT will identify WSDOT property that may be available for exchange and process disposal reviews immediately upon execution of this LOU.
3. The CITY agrees to convey to WSDOT approximately 4.6 acres of land in Des Moines Creek Park as shown in Exhibit A, attached to and hereby made a part of this LOU.

AGREEMENT NO. 02-
A77

4. If acceptable to the FHWA, WSDOT agrees to convey to the City within six months of execution of the ROD by the FHWA approximately 4.6 acres of land adjacent to Des Moines Creek Park on its west side or at another mutually agreeable location as shown in Exhibit A as mitigation for the direct taking of Des Moines Creek Park 4(f) lands.
5. WSDOT may have an obligation to compensate the CITY for a parcel of land approximately 2.1 acres in size. After an appraisal is performed and the amount of damages, if any, is determined, WSDOT agrees to convey a parcel of similar value to the CITY as mitigation for indirect effects to Des Moines Creek Park 4(f) lands as shown in Exhibit 1. The parcel to be conveyed for this purpose will be located as shown in Exhibit 1 or at another mutually agreeable location.
6. This LOU may be terminated, amended, or extended by mutual written consent of both parties, or if either party fails to convey the land called for by this LOU within the time specified herein or any extension thereof.
7. No liability shall attach to WSDOT or the City by reason of entering into this LOU except as expressly provided herein.

This LOU can be amended only by mutual written consent of the parties

SIGNED AND ACCEPTED:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Gerald L. Gallinger
 Gerald L. Gallinger, Director, Real Estate Services
 PO Box 47338, 310 Maple Park Avenue; Olympia WA 98504-7338
 (360) 705-7305

Oct 28, 2002
 Date

CITY OF SEATAC

By: *Bruce Rayburn*
 Bruce A. Rayburn, City Manager
 (Address)

11/20/02
 Date

APPROVED AS TO FORM

Robert L. McAdams
 Robert McAdams, City Attorney

11/19/02
 Date

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Exchange Agreement
Reference Number of Related Document: N/A
Grantor: City of SeaTac
Grantee: State of Washington, Department of Transportation
Legal Description: Ptn of the SW¼ of Section 4, T22N, R4E, WM, King County
Additional Legal Description is on Page 6 of Document
Assessor's Tax Parcel Number: N/A; SR 509 right of way

EXCHANGE AGREEMENT

State Route 509, SR 99 to S. 188th St. Vic.

This EXCHANGE AGREEMENT ("Agreement") is made and entered into by and between the **State of Washington, acting by and through its Department of Transportation** ("WSDOT"), and the CITY OF SEATAC ("CITY"), a Washington municipal corporation, collectively referred to as the "Parties":

WITNESSETH:

WHEREAS, the Parties entered into a Letter of Understanding ("LOU") No. 02-A77, dated November 20, 2002; and

WHEREAS, WSDOT affirms that construction of a transportation project (the "Project") necessitates the acquisition of property and or property rights from property owned by the CITY, which qualifies as 4(f) property pursuant to Section 4(f) of the Department of Transportation Act of 1966 (Recodified as 49 USC 303); and

WHEREAS, WSDOT recognizes its obligations to pay just compensation for the property

EXCHANGE AGREEMENT

needed for the Project and to mitigate impacts to public park lands pursuant to Section 4(f); and

WHEREAS, WSDOT and the CITY desire to exchange and consolidate ownership of land within the vicinity of the Project as a component of that just compensation and 4(f) mitigation; and

WHEREAS, the terms and conditions of this Agreement are intended to facilitate the transfer of property rights between the parties in accordance with the LOU; and

WHEREAS, on the date of this agreement the CITY has executed and delivered to WSDOT a Quitclaim Deed which conveys to WSDOT real property located in King County, State of Washington;

AND WHEREAS, in consideration for the above-mentioned conveyance and the terms set forth in the LOU, the CITY has agreed to accept conveyance to itself, its successors or assigns, a tract of State-owned land located in King County, identified in the State's records as Surplus Parcel No. 1-16807 (I.C. No. 1-17-06621) as described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, by virtue of RCW 47.12.287 and in consideration of the terms, conditions, covenants, and performances contained herein, and attached as Exhibit A and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The CITY will obtain all necessary Ordinances or approvals, if any, from the City Council to comply with this Agreement and provide documentation of said Ordinances and/or approvals, if any, to WSDOT.
2. WSDOT will execute a Quitclaim Deed, conveying the said State-owned tract of land to the CITY, concurrent with WSDOT's execution of this Agreement. The Quitclaim Deed and Agreement will not be effective until the CITY has completed all action with the City Council as referenced in item No. 1 above.
3. WSDOT's conveyance of said State-owned tract of land fully satisfies WSDOT's mitigation requirement for the direct taking of Des Moines Creek Park 4(f) lands referenced in No. 4 of the terms and conditions of the LOU.

EXCHANGE AGREEMENT

- 4. WSDOT will facilitate the recording of both Quitclaim Deeds and pay all associated recording costs.

This Agreement may only be modified by written amendment signed by both Parties.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

It is understood and agreed that delivery of this Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated _____, 2020

CITY OF SEATAC,
a Washington municipal corporation

Accepted and Approved
STATE OF WASHINGTON,
Department of Transportation

By: _____
CARL COLE, City Manager

By: _____
John White, Puget Sound Gateway
Program Deputy Administrator
Authorized Agent

Date: _____

Approved as to Form:

Approved as to form:

City Attorney

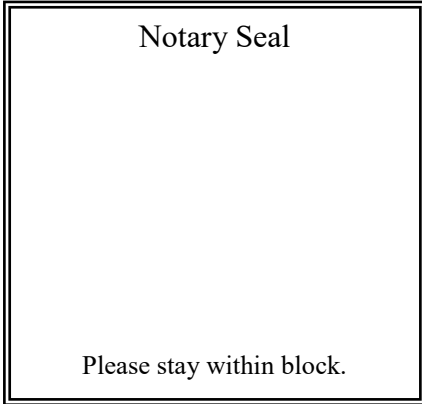
Matthew D. Huot
Assistant Attorney General

EXCHANGE AGREEMENT

STATE OF WASHINGTON)
 : §
County of King)

On this _____ day of _____, 2020, before me personally appeared CARL COLE, known to me to be the City Manager of the CITY OF SEATAC, the Washington municipal corporation named in and which executed the within and foregoing document, and stated on oath that he was authorized to execute the foregoing document on behalf of said municipal corporation and signed the same as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



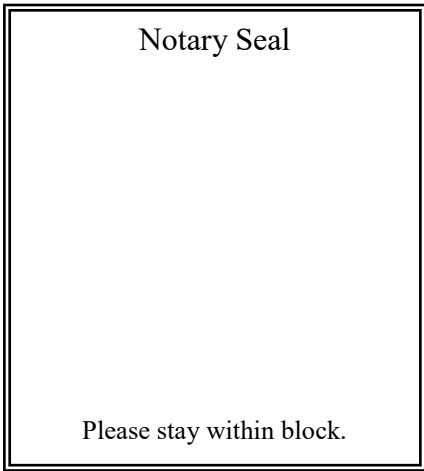
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

EXCHANGE AGREEMENT

STATE OF WASHINGTON)
 : §
County of King)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this _____ day of _____, 2020, before me personally appeared JOHN WHITE, Puget Sound Gateway Program Deputy Administrator, Authorized Agent for the Washington State Department of Transportation, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

EXCHANGE AGREEMENT

EXHIBIT A

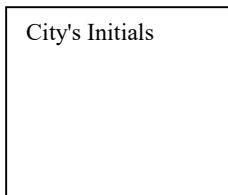
Portions of those properties described in Quit Claim Deed dated April 5, 1978, recorded May 19, 1978 under Recording No. 7805191157; Warranty Deed dated October 11, 1971, recorded December 1, 1971 under Recording No. 7112010374; Quit Claim Deed dated June 18, 1973, recorded February 1, 1974 under Recording No. 7402010261; Warranty Deed dated September 14, 1971, recorded November 18, 1971 under Recording No. 7111180297; and Warranty Deed dated July 28, 1971, recorded October 5, 1971 under Recording No. 7110050341, being in the Southwest Quarter of Section 4, Township 22 North, Range 4 East of the Willamette Meridian, in King County, Washington, lying within the following described boundary:

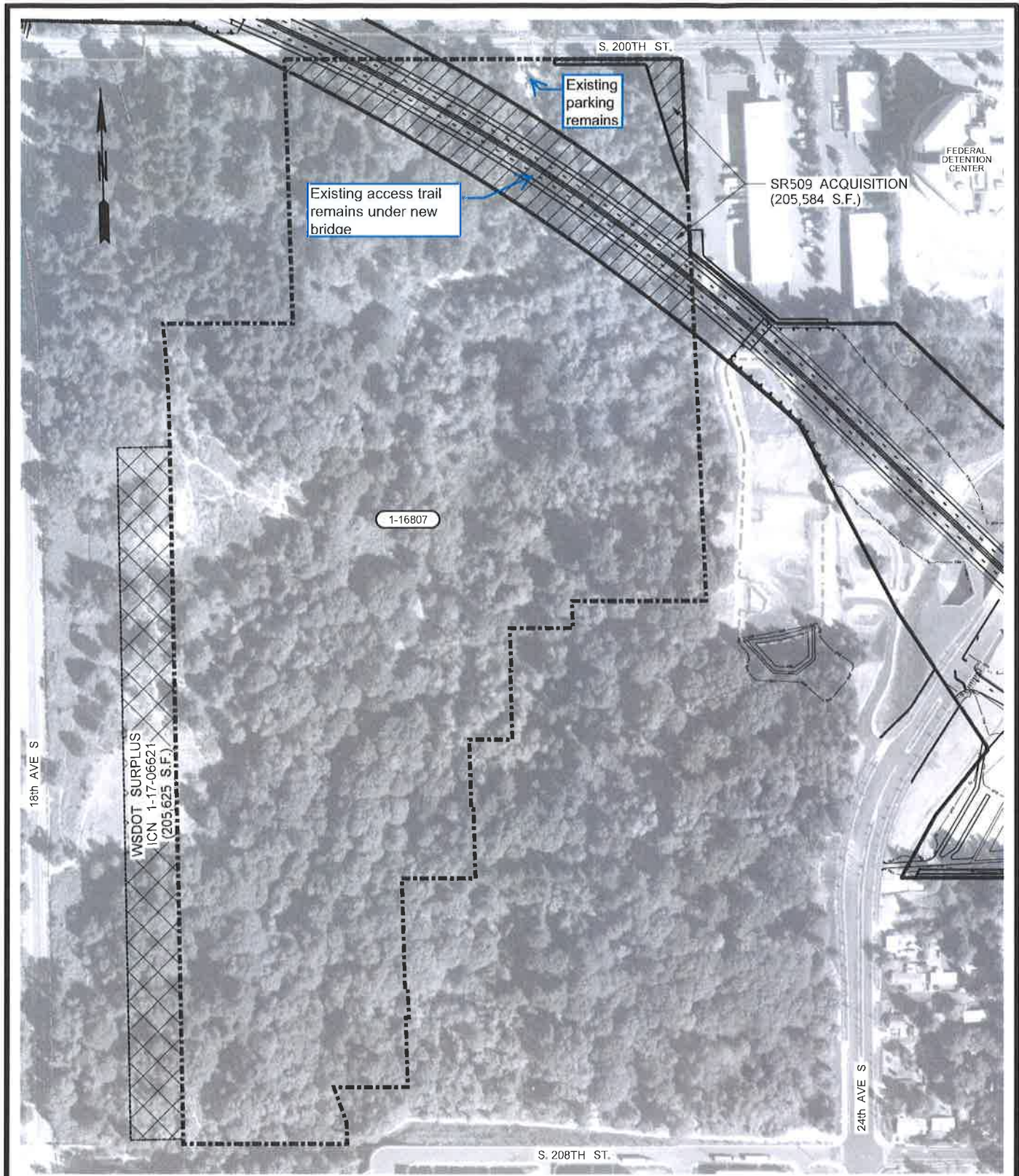
Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 790+00 on the SR 509 line survey of SR 509, SR 516 to Des Moines Way South, and 30 feet Easterly therefrom; thence Northerly parallel with said SR 509 line survey to a point opposite HES 806+45 on said SR 509 line survey; thence Easterly to a point opposite said HES 806+45 on said line survey and 155 feet Easterly therefrom; thence Southerly parallel with said SR 509 line survey to a point opposite HES 790+00 on said SR 509 line survey; thence Westerly to the point of beginning.

The specific details concerning all of which are to be found on sheet 6 of 11 sheets of that certain map entitled SR 509, SR 516 to Des Moines Way South now of record and on file in the office of the Secretary of Transportation at Olympia, bearing date of approval December 1, 1969, revised October 5, 2018.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

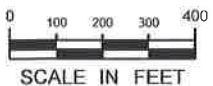
City's Initials





LEGEND

- 1-12345 WSDOT PARCEL NUMBER
- WSDOT SURPLUS (205,625 S.F.)
- WSDOT ACQUISITION (205,584 S.F.)



**PUGET SOUND GATEWAY PROGRAM
SR 509 COMPLETION PROJECT
F4 LAND EXCHANGE**

PARCEL NO. 1-16807

SHEET
OF

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor: City of SeaTac

Grantee: State of Washington, Department of Transportation

Legal Description: Ptn of the SW¹/₄ of Section 4, T22N, R4E, WM; Lot 9, Mayvale No. 2, Vol 7 Plats, pg 19, King County

Additional Legal Description is on Pages 4 through 8 of Document.

Assessor's Tax Parcel Numbers: Ptns 0422049031, 6663000101, 5251100095

QUITCLAIM DEED

State Route 509, SR 99 to S. 188th St. Vic.

The Grantor, CITY OF SEATAC, a Washington municipal corporation, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and quitclaims to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its right of Eminent Domain:

For legal description and additional conditions,
see Exhibit A attached hereto and made a part hereof.

Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described TRACT "X", the lien of all unpaid taxes, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070.

Ref# PM2018-005
RES-306
10/2014

Page 1 of 10 pages

FA No. F-509 ()
Project No. A50907E
Parcel No. 1-16807

QUITCLAIM DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Date: _____, 2020

CITY OF SEATAC,
a Washington municipal corporation

By: _____
CARL COLE, City Manager

Approved as to Form:

Date: _____

City of SeaTac Attorney

Accepted and Approved

STATE OF WASHINGTON,
Department of Transportation

By: _____
Craig Stone,
Puget Sound Gateway Program Administrator
Authorized Agent

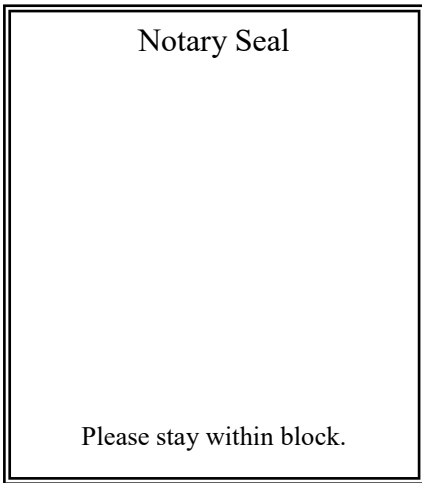
Date: _____

QUITCLAIM DEED

STATE OF WASHINGTON)
 : §
County of King)

On this _____ day of _____, 2020, before me personally appeared CARL COLE, to me known to be the duly elected and qualified City Manager of the City of SeaTac, Washington who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by resolution of the Mayor and City Commissioners of said City, and that the seal affixed is the official seal of said City.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

QUITCLAIM DEED

EXHIBIT A

TRACT I:

All that portion of the hereinafter described TRACT "X" lying northeasterly of a line beginning at Highway Engineer's Station (hereinafter referred to as HES) S. 200TH 39+01 on the S. 200TH line survey of SR 509, SR 99 to S. 188th St. Vic.; thence southerly to a point opposite said HES S. 200TH 39+01 and 43 feet southerly therefrom; thence easterly parallel with said line survey to a point opposite HES S. 200TH 41+20.44 thereon; thence southeasterly to a point opposite HES 801+66.43 on the SR 509 line survey of said Highway and 192.51 feet northeasterly therefrom; thence southeasterly to a point opposite HES 800+92± on said line survey and 146.24 feet northeasterly therefrom, said point lying on the easterly line of said TRACT "X"; thence southerly along said easterly line to a point opposite HES 800+31.71 on said line survey and 76 feet northeasterly therefrom, and the end of this line description.

AND

TRACT 2:

All that portion of the hereinafter described TRACT "X" lying between Line 1 and Line 2.

Line 1:

Beginning at a point opposite HES 813+16 on the SR 509 line survey of SR 509, SR 99 to S. 188th St. Vic. and 110 feet southwesterly therefrom; thence southeasterly along the arc of a curve to the right having a radius of 5,449 feet, an arc distance of 1,744.81 feet to a point opposite HES S. 200TH 30+83.09 on the S. 200TH line survey of said Highway and 30 feet northeasterly therefrom; thence continuing southeasterly along the arc of said curve to a point HES 798+37.29 on said line survey and 103.50 feet southwesterly therefrom; thence easterly to a point opposite HES 797+87.14 on said line survey and 58.60 feet southwesterly therefrom, and the end of this line description.

Line 2:

Beginning at a point opposite HES 815+46 on the SR 509 line survey of said Highway and 158 feet northeasterly therefrom; thence southeasterly to a point opposite HES 812+02 on said line survey and 145 feet northeasterly therefrom; thence southerly to a point opposite HES 811+71 on said line survey and 76 feet northeasterly therefrom;

QUITCLAIM DEED

EXHIBIT A (continued)

thence southeasterly parallel with said SR 509 line survey to a point opposite HES S. 200TH 34+48.70 on the S. 200TH line survey of said Highway and 68 feet northerly therefrom; thence southeasterly parallel with said SR 509 line survey to a point opposite HES S. 200TH 35+21.58 on said S. 200TH line survey and 30 feet northerly therefrom; thence southeasterly parallel with said SR 509 line survey to a point opposite HES S. 200TH 36+30.18 on said S. 200TH line survey and 30 feet southerly therefrom; thence southeasterly parallel with said SR 509 line survey to a point opposite HES 800+31.71 on said SR 509 line survey and 76 feet northeasterly therefrom; thence southerly to a point opposite HES 799+98± on said line survey and 38.77 feet northeasterly therefrom, said point lying on the easterly line of said TRACT "X"; thence southeasterly along the arc of a curve to the right having a radius of 4,580.50 feet, a distance of 266.22 feet to a point opposite HES 797+35± on said line survey and 46.61 feet northeasterly therefrom and the end of this line description.

TRACT "X"

Parcel A:

The west three-fourths of the northeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;
EXCEPT that portion conveyed to King County for South 200th Street by deeds recorded under King County Recording Nos. 4838302, 4838305 and 4838307;

TOGETHER WITH the east half of the southeast quarter of the northwest quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;
EXCEPT that portion conveyed to King County for Highway SR 509, SR 516 to Des Moines Way South, by deed recorded under King County Recording No. 7402010261;

TOGETHER WITH the east half of the northeast quarter of the southwest quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;
EXCEPT that portion conveyed to King County for Highway SR 509, SR 516 to Des Moines Way South, by deed recorded under King County Recording No. 7402010261;

QUITCLAIM DEED

EXHIBIT A (continued)

TOGETHER WITH the east half of the southeast quarter of the southwest quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

EXCEPT that portion conveyed to King County for Highway SR 509, SR 516 to Des Moines Way South, by deed recorded under King County Recording No. 7402010261; AND EXCEPT that portion conveyed to King County for South 208th Street by deed recorded under King County Recording No. 2720081.

Parcel B:

The west half of the north half of the north half of the north half of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the east 20 feet for county road;

TOGETHER WITH that portion of the west half of vacated 22nd Avenue South adjoining, vacated by City of SeaTac Ordinance No. 96-1011, recorded under King County Recording No. 20060614001524, and attaching thereto by operation of law;

TOGETHER WITH the west 491.41 feet of the south half of the north half of the north half of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

TOGETHER WITH the west 390 feet of the north half of the south half of the northwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

TOGETHER WITH the west 395 feet of the south half of the south half of the north half of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

TOGETHER WITH the west 220 feet of the north half of the north half of the southwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

QUITCLAIM DEED

EXHIBIT A (continued)

TOGETHER WITH the west 220 feet of the south half of the north half of the southwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

EXCEPT that portion thereof which lies within the south 62 feet of the east 545.01 feet, of the said north half of said southwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

TOGETHER WITH the west 120 feet of the south 62 feet of the east 545.01 feet of the south half of the north half of the southwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

TOGETHER WITH the west 220 feet of the north half of the south half of the southwest quarter of the southeast quarter of the southwest quarter of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington;

(Also known as a portion of Lots 10 through 16, Parkhurst, according to the unrecorded plat thereof and vacated street adjoining.)

Parcel C:

Lot 9, Mayvale No. 2, according to the plat thereof recorded in Volume 77 of Plats, page 19, in King County, Washington;

EXCEPT the easterly 70 feet thereof as measured at right angles to the easterly line of said Lot 9.

Also, the Grantor herein conveys and grants to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SR 509, SR 99 to S. 188th St. Vic. and the remainder of said TRACT "X". It is expressly intended that these easements, covenants, burdens and restrictions shall run with the land and shall forever bind the Grantor, its successors and assigns.

QUITCLAIM DEED

EXHIBIT A
(continued)

EXCEPT that the Grantor herein does not convey any rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) from a point opposite Highway Engineer's Station S 200th 39+01 and 43 feet southerly therefrom; thence northerly to a point opposite said Highway Engineer's Station and 30 feet southerly to a point; thence westerly to a point opposite Highway Engineer's Station S 200th 36+30.18 and 30 feet southerly therefrom.

EXCEPT that pedestrian and bicycle traffic will be permitted use of the trail designated between Highway Engineer's Station (hereinafter referred to as HES) 803+20 LT. and HES 812+00 RT. on the SR 509 line survey of SR 509, SR 99 to S. 188th St. Vic..

AND access to the trail will only be permitted at HES 802+20 LT., HES 804+55 RT. and HES 808+40 RT., on said Highway.

AND traffic movement for the maintenance of the City of SeaTac park will be permitted under the Highway structures at HES 802+20 LT. and HES 804+55 RT only as restricted clearance permits. No direct access to mainline SR 509.

These approaches are provided temporarily until a lease is completed between the property owner and the State of Washington Department of Transportation. At such time that the lease is completed, the property owner agrees to execute a conveyance instrument to release these approaches of record.

The lands herein described contain an area of 205,584 square feet, more or less, the specific details concerning all of which are to be found on sheets 5 and 6 of that certain plan entitled SR 509, SR 99 to S. 188th St. Vic., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval December 3, 2004, revised October 11, 2019 as to sheet 5, and revised August 5, 2019 as to sheet 6.

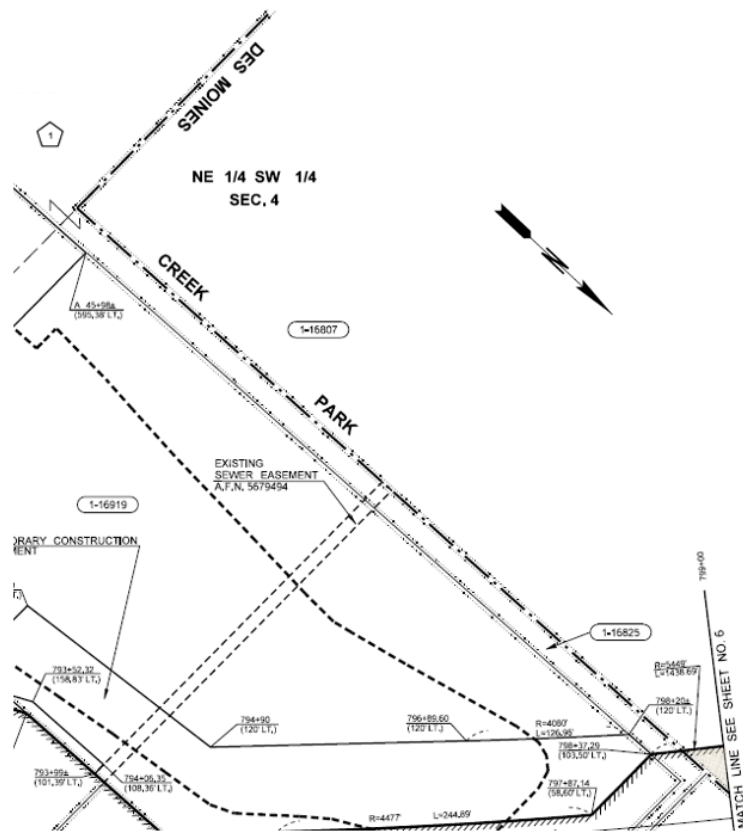
Grantor's Initials

QUITCLAIM DEED

EXHIBIT B

Ptns 042204903; 6663000101; 5251100095

*This depiction is for informational purposes only
and not intended to show all matters to scale.*

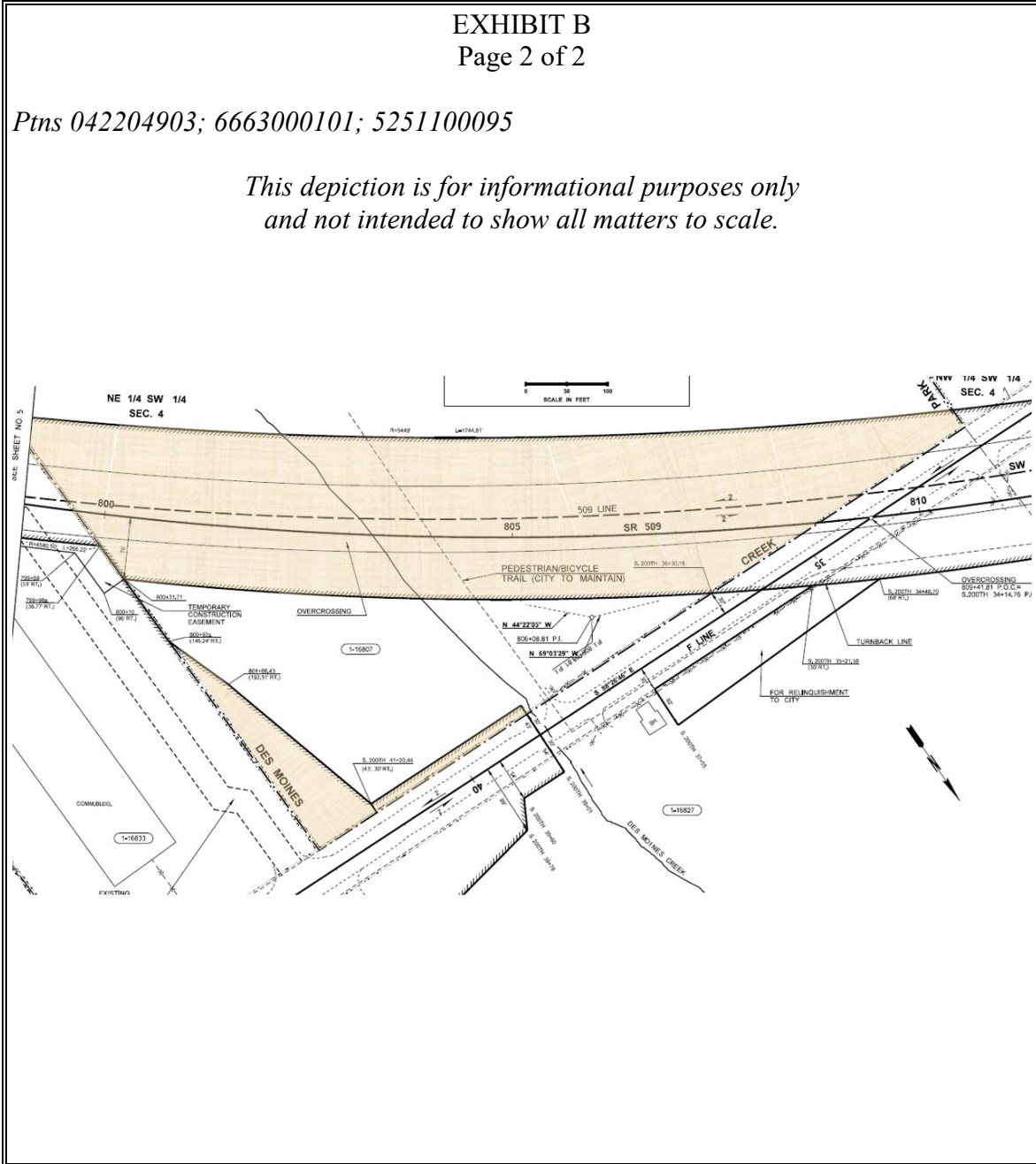


QUITCLAIM DEED

EXHIBIT B
Page 2 of 2

Ptns 042204903; 6663000101; 5251100095

*This depiction is for informational purposes only
and not intended to show all matters to scale.*



AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor: State of Washington, Department of Transportation
Grantee: City of SeaTac
Legal Description: Ptn of the SW¼, Sec 4, T22N, R4E, WM, King County
Additional Legal Description is on Pages 1 and 2 of document
Assessor's Tax Parcel Number: None Assigned – Highway Right of Way

QUITCLAIM DEED

SR 509, SR 516 to Des Moines Way South

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of the exchange of lands between the parties herein under that certain Interagency Letter of Understanding dated November 20, 2002, Agreement No. 02-A77, hereby conveys and quitclaims unto CITY OF SEATAC, a municipal corporation of the State of Washington, Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

Portions of those properties described in Quit Claim Deed dated April 5, 1978, recorded May 19, 1978 under Recording No. 7805191157; Warranty Deed dated October 11, 1971, recorded December 1, 1971 under Recording No. 7112010374; Quit Claim Deed dated June 18, 1973, recorded February 1, 1974 under Recording No. 7402010261; Warranty Deed dated September 14, 1971, recorded November 18, 1971 under Recording No. 7111180297; and Warranty Deed dated July 28, 1971, recorded October 5, 1971 under Recording No. 7110050341; being in the Southwest Quarter of Section 4, Township 22 North, Range 4 East of the Willamette Meridian, in King County, Washington, lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 790+00 on the SR 509 line survey of SR 509, SR 516 to Des Moines Way South, and 30 feet Easterly therefrom; thence Northerly parallel with said SR 509 line survey to a point opposite HES 806+45 on said SR 509 line survey; thence Easterly to a point opposite said HES 806+45 on said line survey and 155 feet Easterly therefrom; thence Southerly parallel with said SR 509 line survey to a point opposite HES 790+00 on said SR 509 line survey; thence Westerly to the point of beginning.

EXCEPT, Grantor reserves to itself and its successors and/or assigns, all easement rights of access, light, view and/or air in the property herein conveyed to the extent that the property abuts the state highway right of way; therefore, the Grantee herein, including successors or assigns, shall have no right of ingress or egress to, from or between SR 509 and the lands herein described, nor shall Grantee herein, its successors or assigns, be entitled to compensation for any loss of access, light, view and/or air occasioned by the location, construction, reconstruction, maintenance or operation of said highway.

The specific details concerning all of which may be found on sheet 6 of that certain plan entitled SR 509, SR 516 to Des Moines Way South, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval December 1, 1969, revised October 5, 2018.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee, on behalf of itself and its successors or assigns, as part consideration herein, does hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063 and RCW 47.12.287.

Dated at Olympia, Washington, this _____ day of _____, 2020.

STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION -
GRANTOR

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM
CITY OF SEATAC - GRANTEE:

By: _____

By: _____

STATE OF WASHINGTON)

) : ss

COUNTY OF THURSTON)

On this _____ day of _____, 2020, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment Expires _____



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Kamal Mahmoud, Engineering Manager and Brenton Cook, Civil Engineer I
Date: 08/17/2020
Subject: South 200th Street Shared Use Path Project Construction Bid Award

Purpose:

This item is being brought before the Committee for a recommendation to approve and proceed with Council action on a Motion to:

- Award and execute construction contract for South 200th Street Shared Use Path Project ST-N80 with Ceccanti, Inc.
- Authorize construction management services contract with Perteet, Inc.
- Authorize contract amendment with PBS Inc. for additional design services
- Authorize project expenditures

Background:

The South 200th Street Shared Use Path project will construct a new shared pedestrian and bicycle facility that will extend along the south side of South 200th Street between 12th Place South and the Des Moines Creek Trailhead, approximately 3,200 linear feet. Improvements include a separated paved pathway for pedestrian and bicycle access, new storm drainage facilities, pedestrian level lighting, retaining walls, driveway improvements, ADA curb ramps, pavement rehabilitation, and site restoration work.

This project was advertised for construction on 07/09/2020 with bid opening on 08/03/2020. A total of thirteen bids were received. Ceccanti, Inc. submitted the lowest responsible bid of \$2,129,409.00. The low bid is approximately 4% below the engineer's estimate for construction (\$2,206,673.00).

A Motion has been prepared for the 9/8/20 Regular Council Meeting seeking approval for City Manager to execute the construction contract with Ceccanti Inc.; execute a contract with Perteet, Inc. for construction management services; and to execute a contract amendment with the PBS, Inc. the engineer of record, for design services during construction. Due to the complexity of some aspects of constructing this project and staff's current workload capacity, Perteet, Inc. is being retained to manage construction on behalf of the City.

There is currently sufficient funding for construction, construction management, property rights (an easement with the Port of Seattle is outstanding), material testing, design support during construction, inspection, and a 15% contingency.

Project funding and expenditure details:

Funding

307 Fund (2020 Year End Balance)	\$2,746,328
403 Surface Water Management Fund	\$202,500

Total Funding Available **\$2,948,828**

Expenditures

ROW Easements (Port of Seattle)	75,050
Construction Bid (Ceccanti, Inc.)	\$2,129,409
Construction Contingency (15%)	\$319,411
Construction Management Services (Perteet)	\$232,625

Design Services During Construction (PBS)	\$29,720
Staff Overtime	\$25,000

Total Expenditures **\$2,811,215**

The City received a \$400,000 grant from the Washington State Transportation Improvement Board (TIB) that will supplant funds allocated to this project for use on other capital improvement projects.

**CITY OF SEATAC
CALL FOR BIDS TABULATION**

CALL FOR BIDS on: South 200th Street Shared Use Path ST-N80

Department/Contact: Public Works / Brenton Cook

Ad Date/ Publication: DJC and Seattle Times – 7/9 and 7/16/20

Pre-Submittal Consultant Conference: N/A

Submission Deadline: August 3, 2020 at 11:00 AM

Bid Opening: August 3, 2020 at 1:00 PM, Virtual Bid Opening

Submission to Council:

Personal Interviews: N/A

Bid Award Date:

Engineers Estimate: \$2,205,933

BIDS RECEIVED FROM:

Name/Address/Phone/Email	Date/Time Method	Tabulation
Strickland & Sons Excavation 28008 Hinklemen Road Buckley WA 98321	08/03/2020 10:23 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,625,323.75
Road Construction Northwest, Inc. PO Box 2228 Renton WA 98056	08/03/2020 10:38 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,310,479.00
Ceccanti 4116 Brookdale Rd. E Tacoma WA 98446 253.537.2990	08/03/2020 10:41 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,129,409.00 Apparent Low Bidder
Reed Trucking & Excavating, Inc. 2207 Inter Ave., Ste A Puyallup WA 98372	08/03/2020 10:42 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,143,708.00
Pivetta Brothers Construction, Inc. PO Box 370 Sumner WA 98390	08/03/2020 10:43 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,431,591.80
Marshbank Construction Inc. PO Box 97 Lake Stevens WA 98258 425.377.9708	08/03/2020 10:44 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,437,284.50
Cascade Civil Construction LLC PO Box 73457 Puyallup WA 98373	08/03/2020 10:46 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,669,440.00
Tucci & Sons Inc 4224 Waller Road Tacoma WA 98443	08/03/2020 10:47 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,395,096.50

Name/Address/Phone/Email	Date/Time Method	Tabulation
Northwest Cascade, Inc. PO Box 73399 Puyallup WA 98373 253.848.2371	08/03/2020 10:47 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,567,567.00
ACI – Active Construction Inc PO Box 430 Puyallup WA 98371	08/03/2020 10:51 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,523,523.00
RW Scott Construction Co. 4005 West Valley Hwy Ste A Auburn WA 98001	08/03/2020 10:52 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,160,297.25
PCI - Pacific Civil & Infrastructure 1214 140 th Ave Ct E Sumner WA 98390	08/03/2020 10:53 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,350,571.77
SCI Infrastructure LLC 2821 S 154 th St Seattle WA 98188 206.242.0633	08/03/2020 10:54 a.m. hand delivered	<u>X</u> Addenda 1 & 2 <u>X</u> Bid Bond \$2,189,666.00

CITY OF SEATAC – CONTRACT WITH
PBS ENGINEERING AND ENVIRONMENTAL, INC.

CONTRACT AMENDMENT

The Public Works Consultant Contract dated July, 2018 (South 200th Street Pedestrian and Bicycle Shared Pathway Project #ST-N80) between the City of SeaTac (“City”) and PBS Engineering and Environmental, Inc. (“Contractor”) is hereby amended as follows:

1. Section 2, Scope of Services. The Consultant shall also be responsible for the additional scope of services detailed in Exhibit #1 to the Contract Amendment.
2. Section 3, Time for Beginning and Completion. The time for all work to be completed is extended to December 31, 2021.
3. Section 5, Compensation and Reimbursement of Expenses. The compensation paid to the Consultant will be increased by \$29,720. The total compensation under the Contract shall not exceed \$271,713.

All other terms of the Contract shall remain unchanged.

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

CITY OF SEATAC

**PBS ENGINEERING &
ENVIORNMENTAL, INC.**

By:

By:

Carl C. Cole
City Manager

PBS Engineering & Environ., Inc.

Date: _____

Date: _____

Approved as to Form:

City of SeaTac Legal Department



August 17, 2020

Kamal Mahmoud, PE
City of SeaTac
4800 South 188th Street
SeaTac, Washington 98188

Via email: kmahmoud@seatacwa.gov

Regarding: Amendment 1 to ST-N80, South 200th Street Shared Use Path Project
SeaTac, Washington
PBS Project 45003.005

Dear Kamal:

This amendment is necessary for the additional scope to provide design services during construction.

Task 1600. Construction Period Design Services

This task includes the following:

- Up to five construction period design revisions of up to five sheets each.
- Attendance at a preconstruction meeting.
- Attendance of up to twenty weekly construction meetings on as needed.
- Up to five site visits on as needed.
- Project management time for invoicing, and project coordination.

Task 100 Deliverables

Design revision sheets (PDF), one preconstruction meeting (remote), up to twenty construction meetings (remote), up to five site visits, project management time.

COMPENSATION ESTIMATE

The following are the costs associated with Task 1600.

Task 1600. Construction Period Services	\$29,720
Total Costs	\$ 29,720

Please feel free to contact me at 425.654.8768 or dave.segal@pbsusa.com with any questions or comments.

Sincerely,

Dave Segal
Senior Engineer/Operations Manager

Attachment: Budget

South 200th Street Shared Use Path Project

Amendment 1

	PBS Engineering and Environmental (Engineering/Management)			PBS
	<i>Project Manager</i>	<i>Engineer IV</i>	<i>Engineer II</i>	TOTAL
Task 1600 - Construction Period Services				\$29,720.00
Construction Period Design Revisions	8.00	80.00	56.00	20,000.00
Preconstruction Meeting	1.00	1.00		330.00
Weekly Construction Meeting	8.00	20.00		4,320.00
Site Visits	5.00	5.00		1,650.00
Project Management	18.00			3,420.00
TOTAL HOURS	40.00	106.00	56.00	
HOURLY RATES	190.00	140.00	130.00	
TOTAL DOLLARS	\$ 7,600.00	\$ 14,840.00	\$ 7,280.00	\$29,720.00

CONSULTANT CONTRACT

Between the City of SeaTac and Perteet

Project Title: S 200th Shared Use Path Project
Project No. ST-N80
Construction Administration

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 Perteet, Inc. hereinafter referred to as the “Consultant”, on the following terms and conditions in conjunction with the project indicated above.

1. **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.
3. **TIME FOR COMPLETION.** All work shall be completed by December 31, 2021.
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.
5. **COMPENSATION - REIMBURSEMENT OF EXPENSES.** The City shall pay to the Consultant compensation and expenses not to exceed \$232,610.00, 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 Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable

to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations. Contractor 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.

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
OCP for subcontractors' liability
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.

14. **CONTRACT ADMINISTRATION.** This Contract shall be administered by Rahmi Kutsal on behalf of the Consultant and by Kamal Mahmoud on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

TO THE CITY:

City of SeaTac
Attn.: City Manager
4800 S. 188th Street
SeaTac, WA 98198
Telephone: (206) 973-4800
Facsimile: (206) 973-
Email:

TO THE CONSULTANT:

Perteet, Inc.
Attn: Rahmi Kutsal
505 5th Avenue South, Suite 300
Seattle, WA 98104
Telephone: (206) 436-0525
E-Mail: rahmi.kutsal@perteet.com

15. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with 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.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the 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.

17. SUBSTITUTION OF PERSONNEL. The Consultant recognizes and agrees that if a change is made substituting or changing assigned key personnel, the Consultant shall be responsible for any and all costs with the "Transfer of Knowledge and Information." The Transfer of Knowledge and Information shall be defined to include the labor hours spent reviewing project documentation, participating in meetings with Project personnel, and participating in site visits to normalize oneself with the Project and project location(s). The Agency shall not pay for any time spent for the "Transfer of Knowledge and Information."

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

CONSULTANT

CITY OF SEATAC



Printed Name: Rahmi Kutsal, P.E.
Title: Vice President

Printed Name: _____
Title: City Manager

APPROVED AS TO FORM:

Mary Mirante Bartolo, City Attorney

Attachment A
Scope of Services
CITY OF SEATAC
S 200th Shared Use Path Project
Project No. ST-N80
TIB No. P-P-121(P01)-1
Construction Administration

This agreement includes professional services to provide construction administration for the said project, below is a description of the specific services to be provided by Pertee, Inc.

CONSTRUCTION MANAGEMENT & OBSERVATION SERVICES

This scope of work describes the Consultant's Work Elements as summarized under each work element. This scope consists of the following work elements.

GENERAL ASSUMPTIONS

- The level of effort for each task is limited to the amount of labor and expenses indicated in the attached budget. Additional effort beyond these limits will be considered Extra Work.
- Consultant may shift budget between work tasks and subconsultants' budget with prior approval by the City, provided there was not a scope change and the overall project budget remains unchanged.
- For the following services, labor allowances are an estimate only. The level of effort required for this work cannot be accurately predicted as it depends on issues outside of the Consultant team's control. Some of these issues include quality of Contractor submittals, number of submittals and if multiple reviews are required, and unforeseen conditions at the site. Allowance for multiple submittals due to unacceptable quality of the submittals is not included in the Labor Hours estimate.
- The City's Contractor is responsible for a thorough and exhaustive knowledge of their (the City's Contractor) construction, to include materials used, quality of work, and jobsite safety.
- City of SeaTac shall provide experienced construction inspectors to manage the day to day construction activities, coordinate and schedule with other construction team members such as geotechnical and material testing, etc. City Inspectors shall perform the following duties and others as contractor's, subcontractors', and utility contractors' activities may require;
 1. Inspecting construction of roadways, earthwork, private and public utilities, drainage systems, and landscaping work.
 2. Following WSDOT Standard Specifications and materials acceptance procedures.
 3. Documenting construction based on the WSDOT/LAG Manual, and other state agencies regulations such as the Department of Ecology.
 4. Reading and understanding engineering plans and specifications.
 5. Inspecting Contractor work while enforcing project specifications and ensuring contract compliance.

6. Coordination of public utilities.
7. Performing engineering calculations.
8. Identifying and solving engineering problems between contract documents and field conditions.
9. Working alongside and supporting consultant and City staff.
10. Providing coordination and scheduling of material testing provided or subcontracted by the consultant.
11. Assist Consultant with preparing, reviewing, and recommending approval of pay estimates.
12. Prepare and submit Inspector's Daily Report (IDR), recording the Contractor's operations as actually observed, including quantities of work placed that day, contractor's equipment and crew, other pertinent information, and supporting project photos. IDRs will be completed in Headlight no later than 1 day after work is completed.
13. Prepare Weekly Statement of Working Days Reports.
14. Prepare and submit field note records, Weekly Quantity Reports, and Daily Report of Force Account Worked.
15. Establish communication with adjacent property owners. Respond to questions from various stakeholders during the course of the project.
16. At substantial completion, prepare a punch list of items to be completed or corrected in coordination with the Consultant.
17. Coordinate final walkthrough of the project with the City, Contractor, and Consultant prior to recommending project acceptance.

TASK 1: PROJECT ADMINISTRATION

- Provide project management of the Consultant team. Project staff management and coordination with outside subconsultants and services. Control of project budget and schedule.
- Consultant to coordinate with City's Design Engineer (PBS Engineering & Environmental, Inc.) if engineering issues cannot be resolved by the Inspector or Contractor in the field or as required by Contractor RFIs.
- Maintain on-going contact with the City's in-house Project Manager via informal meetings, telephone discussions, and electronic mail.
- Manage subconsultants as required for site visits, project reporting, project reviews, and general project coordination.
- Advise the project team and City of potential claims and assist in resolving conflicts and negotiations with contractor on contractor claims or protests if any arises.
- Provide monthly reporting of project budget status, schedule, and consultant budget status.

TASK 2: CONSTRUCTION ADMINISTRATION

- Create project files and folders for record keeping, budget, work progress, and management review.
- Maintain project Record of Materials (ROM) on an ongoing basis to ensure proper approval of all materials incorporated into the project.
- Receive and log all Construction Contractor submittals. Maintain a submittal tracking system to assure timely responses and minimize potential delays. Transmit submittals to Consultant's office staff and City for review. Return submittals to the Construction Contractor upon completion of the review process.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Construction Contractor and prepare necessary documentation of material substitutions.
- Consultant will review any Change Order requests for entitlement before making a recommendation to the City for either approval or rejection. Consultant will then negotiate accepted Change Orders and work with the contractor to incorporate the Work into the project. Evaluate potential schedule impacts of all change order work.
- Prepare weekly project meeting agendas and conduct regularly scheduled meetings with the Construction Contractor to review the progress of the work and identify and address field problems as they occur. Prepare meeting minutes and distribute PDF copies of minutes to attendees.
- Organize and facilitate the project Preconstruction Conference and coordinate meeting facility and meeting date with the City. The Consultant will prepare the meeting agenda and meeting notes and distribute PDF copies of meeting minutes to all attendees within 2 days.
- Consultant to manage responses to RFIs. Track, review, and evaluate or manage to be reviewed/evaluated by other appropriate parties.
- Address utility conflicts identified as a result of potholing. Consultant to coordinate resolutions with City's Design Engineer as necessary.
- Review Contractor's schedules for compliance with Contract Documents. Monitor Contractor's conformance to schedule and require revised schedules when needed. Advise City of any schedule changes.
- Evaluate Contractor's Schedule of Values for lump sum items. Review Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
- Review and track Request to Sublets, review Contractor's and subcontractor's weekly certified payrolls. Notify Contractor of any items that do not comply with contract requirements.
- Consultant will review City Inspector's Daily Reports (IDRs) in City's inspection software (Headlight) and manage IDR documents. Consultant will also review and manage other documents provided by the City Inspector such as field note records, material tickets, and daily traffic item tickets.

- Prepare monthly progress payment form and review with Contractor and City. Confirm City's prepared field note records are completed for quantities paid each month.
- Provide information for the City to prepare media communications and public notices on Project status.

TASK 3: PROJECT CLOSEOUT

- Mid-project and post-project audits performed by the Transportation Improvement Board (TIB), and the Washington State Auditor's Office. Construction administration will be documented using City of SeaTac construction documentation forms and procedures.
- Make recommendations to the City concerning operational acceptance, substantial completion, and final acceptance of the work. Review and make recommendations to the City concerning requests for extension of time by the Construction Contractor.

TASK 4: MATERIAL TESTING – MAYES / TERRACON (SUBCONSULTANT)

- Compaction tests will be performed for fill placement for gravel borrow, gravel backfill, CSTC, and CSBC. Moisture Density Relationship, Sieve Analysis, Sand Equivalent and Fracture Face Count laboratory tests will be performed as necessary in the Terracon / Mayes laboratory.
- An ACI certified inspector will provide testing of Portland Cement Concrete during placement. Representative test specimens will be cast at the specified frequency and tested for compressive strength. Samples of the concrete aggregate will also be collected and returned to our Terracon/Mayes laboratory for gradation testing.
- Compaction tests will be performed for asphalt placement for road improvements using a nuclear density gauge. Batch plant inspections will also be performed to collect samples for laboratory testing. Laboratory tests including Rice Density and Extraction/Gradation tests for the HMA and additional required laboratory testing on the HMA aggregates. Laboratory testing will be performed in Terracon / Mayes laboratory.
- A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget.

Mayes Testing Scope and Fee with Rate Sheet are attached at the end of this document.

TASK 5: MANAGEMENT RESERVE

The City of SeaTac may require other services and expanded and extended scope items above and beyond what is detailed in this contract to cover Contractor's construction activities and work tasks not included in the scope of work and assist the City with additional project documentation, if requested. At the time these services are required, the Consultant will provide the City with a detailed scope of work and a fee estimate.

Management Reserve amount is set per State Allowance of 10% of the contract amount. It is currently set at \$21,133.00.

TIME FOR COMPLETION AND PROJECT BUDGET

The scope of this contract is based upon the Contractor completing all construction activity within the time frame specified in the Contract Documents and is based upon a 5 day 40-hour work week by one part-time Construction Manager/Construction Supervisor, one part-time Construction Technician III, and one part-time Construction Technician II on as-needed basis and outlined in the budget. In support of this schedule our contract provides 2 weeks of project set up time, 132 working days of construction, and 2 weeks of project closure time. If the work schedule changes due to the contractor working weekends, extended hours, or if the construction activity extends beyond the initial 132-day contract time, the Consultant shall inform the City to allow an opportunity for the City to authorize expenditure from project funds to provide additional services. The additional services will be billed at the hourly rates established in the base agreement.

Attachment A - 1
Fee

Project S 200TH ST Shared Use Path CM
 Client City of SeaTac
 PM Joshua Cheatham

Last Update date 8/17/2020
 Pertect Project No. 20200079.001

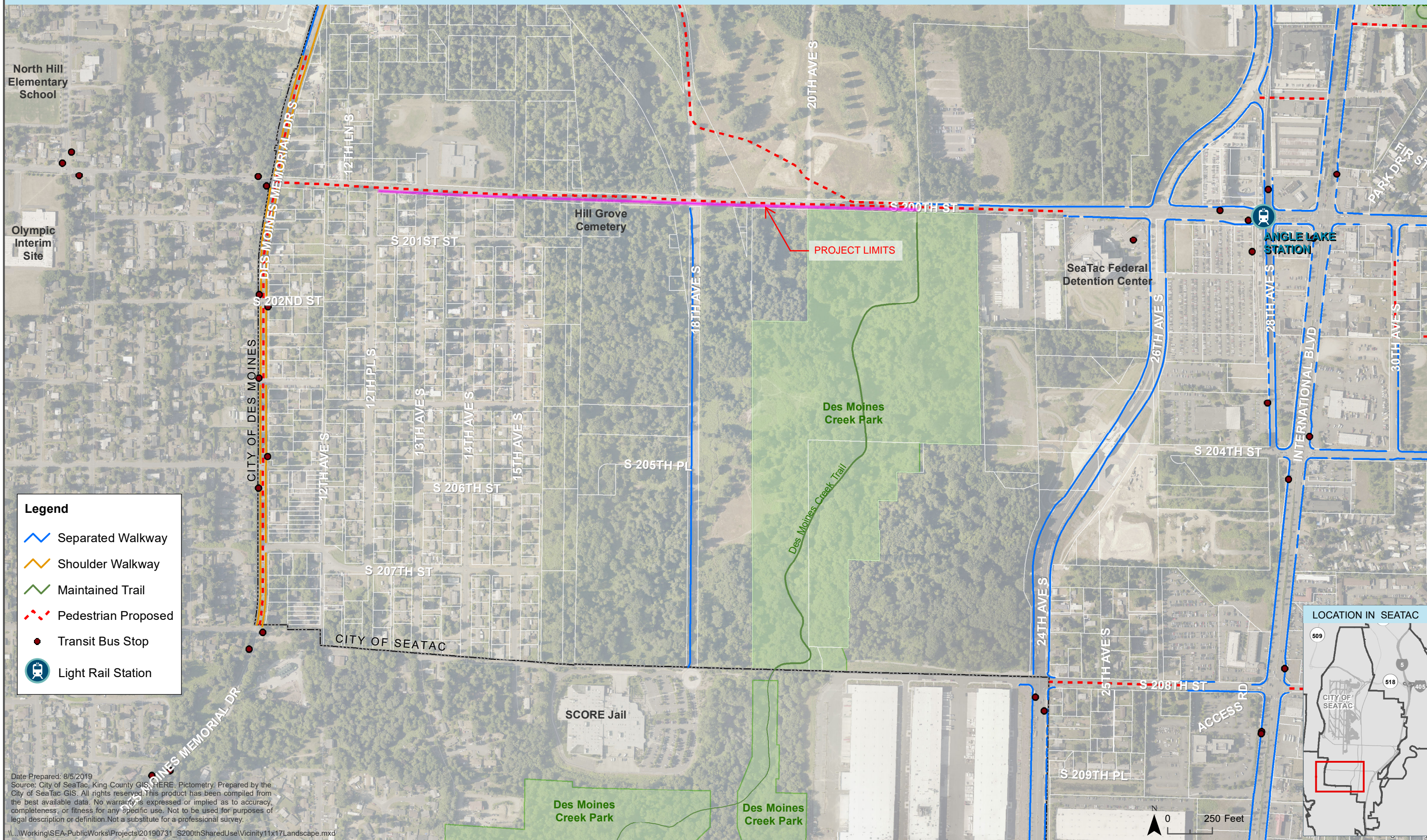
Task	Billing Rate	Principal	Sr Const Tech	Const Technician II	Construction Supervisor	Construction Engineer III	Accountant	Total Hours	Labor Dollars
		\$250.00	\$125.00	\$95.00	\$220.00	\$140.00	\$100.00		
Project Administration		7.00			7.00		7.00	21.00	\$3,990.00
Total Project Administration		7.00	0.00	0.00	7.00	0.00	7.00	21.00	\$3,990.00
Construction Administration			400.00	180.00	400.00	100.00		1,080.00	\$169,100.00
Total Construction Administration		0.00	400.00	180.00	400.00	100.00	0.00	1,080.00	\$169,100.00
Project Closeout			60.00	20.00	40.00			120.00	\$18,200.00
Total Project Closeout		0.00	60.00	20.00	40.00	0.00	0.00	120.00	\$18,200.00
Materials Testing									
Total Materials Testing		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
Total Hours		7.00	460.00	200.00	447.00	100.00	7.00	1,221.00	
Total Dollars		\$1,750.00	\$57,500.00	\$19,000.00	\$98,340.00	\$14,000.00	\$700.00		\$191,290.00

Expenses:	
Mileage - \$.575	3,450
Totals:	3,450

Subconsultant Fees:	Cost	Markup	Bill
MAYES TESTING ENGINEERS, INC.	15,215	1,522	16,737
Totals:	15,215	1,522	16,737

SUMMARY		
Labor		\$191,290.00
Expenses		\$3,450.00
Subconsultants		\$16,737.00
Management Reserve		\$21,133.00
CONTRACT TOTAL		\$232,610.00

VICINITY MAP
S 200th Street Path



Legend

- Separated Walkway
- Shoulder Walkway
- Maintained Trail
- Pedestrian Proposed
- Transit Bus Stop
- Light Rail Station

Date Prepared: 8/5/2019
 Source: City of SeaTac, King County GIS, HERE, Pictometry. Prepared by the City of SeaTac GIS. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.