



## Transportation & Public Works Meeting Agenda

Sept 16, 2021; 4:30 – 6:00 PM  
“Virtual Meeting”

**Due to the current COVID-19 public health emergency, this meeting will be conducted virtually. The meeting will be live streamed on SeaTV Government Access Comcast Channel 21 and the City’s website <https://www.seatacwa.gov/seatvlive> and click play. The public may also listen to the meeting by calling 206.973.4555 and muting your phone.**

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	<p><b>PUBLIC COMMENTS:</b> In an effort to adhere to the social distancing protocols, and in order to keep our residents, Council, and staff healthy, the Committee will not hear any in-person public comments. The committee is providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Signing-up for remote comments or providing written comments must be done by <u>2:00PM</u> the day of the meeting. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"> <li>• Instructions for providing remote oral public comments are located at the following link: <a href="#">Council Committee and Citizen Advisory Committee Virtual Meetings</a>.</li> <li>• Submit email/text public comments to <a href="mailto:TPWPublicComment@seatacwa.gov">TPWPublicComment@seatacwa.gov</a></li> </ul>		Chair	5

	. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.			
3	Prior Minutes Approval	Sept 2 Minutes to approve	Chair	5
4	Adopt a Street Program	Discussion/Action	Mason Giem	25
5	Amend design contract for 2022 Overlay Project	Discussion/Action	Florendo Cabudol	15
6	Execute professional services contract for Right of Way Acquisition on the Airport Station Pedestrian Improvements Project	Discussion/Action	Florendo Cabudol	15
7	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Final Acceptance of CIPs; City contributions to SR 509 Project; WRIA 9 Ratification Presentation; Tukwila International Boulevard Reconfiguration			5
8	Adjourn	Adjourn Meeting	Chair	



# Transportation & Public Works Committee Meeting Minutes

**Approve Prior  
Meeting Minutes**

September 2, 2021  
5:30 PM – 6:30 PM  
\*\* Virtual Meeting \*\*

Members:	Present:	Absent:	Commence: 5:31 PM Adjourn: 6:35 PM
Peter Kwon, Chair	X		
Pam Fernald	X		
Takele Gobena	X		

Other Councilmembers participating: CM Hill; CM Tombs

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

Other Staff Participating: Kamal Mahmoud, Eng Mgr; Dan Smith, Op; Mary Mirante-Bartolo, City Attorney

Public Comment	No Public Comment
1. Approve Prior Meeting's Minutes	Aug 5 Minutes were approved to go to Council
2. Approval of a professional services contract for Stormwater Mapping	<p>Discussion/Action</p> <p>Dan Smith, Public Works Operations and Maintenance Supervisor, presented this item to Committee.</p> <p>Staff is asking for a recommendation to the City Council to execute a consultant contract with Parametrix, Inc. for stormwater management action planning (SMAP). When completed, this effort will: 1 – achieve compliance with the City's National Pollutant Discharge Elimination (NPDES) Municipal Stormwater Permit SMAP requirements, and 2 – allow the city to resume annual collection of Surface Water Management (SWM) fees from Washington State Department of Transportation (WSDOT).</p> <p>Pursuant to the current five-year NPDES Stormwater Permit (effective August 1, 2019), SeaTac is required to implement new programs, including Stormwater Management Action Planning (SMAP). SMAP is designed to inform and assist in the development of policies, strategies and water quality</p>

management tools that protect receiving waters. SMAP-related work required during the current Permit term includes delineation of watershed boundaries, assessment/prioritization of receiving waters, and development of a Stormwater Management Action Plan. This work also aligns with the goals of the City's Surface Water Plan.

SeaTac Municipal Code 12.10 authorizes the City to collect annual SWM fees from WSDOT, based on the agency's relative contribution of runoff from state limited access highways (I-5, SR 509, SR 518) into SeaTac stormwater or surface waters. In 2020, WSDOT halted payments to local governments and is requiring jurisdictions to submit plans that describe how collected fees are used to address direct WSDOT stormwater impacts (RCW 90.03.525 amended under SB5505). The study conducted by Parametrix, if approved, will allow SeaTac to resume collecting WSDOT Stormwater Utility fees in 2021, and annually thereafter. The fees are approximately \$65,000 annually.

A list of prospective SMAP consultants was generated by staff and solicited by email. Out of 18 firms solicited, five submitted RFQs. These were scored and ranked by an internal review committee. The top three were then interviewed, scored and ranked. By review committee consensus, Parametrix was ranked as the best firm to provide SMAP work for SeaTac.

Funding is available in the 403 Surface Water Utility Fund for this work over a two-year period; therefore, a budget amendment is not needed. Additionally, the cost of the WSDOT-related work performed by Parametrix under this contract (approximately \$53,000) will be offset by the resumption of SWM fee collection in 2021.

A question was raised about whether the airport produces its own stormwater plan. Staff responded that stormwater produced by the airport is addressed under the interlocal agreement with the Port, and a substantial fee is collected from the Port annually.

A question was raised about Angle Lake. The study will assess all stormwater that drains into the lake from the City of SeaTac.

Staff is asking that the Committee forward this item to the September 14 Regular Council Meeting, with a recommendation for approval.

The Committee approved moving the request forward to the next council meeting on consent agenda.

Approve Prior Meeting Minutes

3. Award Construction Contract for 34<sup>th</sup> Ave South Improvements (ST-015)

Approve Prior Meeting Minutes

Discussion/Action

Presented by Florendo Cabudol, City Engineer, staff is seeking Committee approval to award construction contract to RL Alia Company for the 34<sup>th</sup> Ave South Safe Routes to School Project (ST-015); amend the professional services contract with Parametrix for design services during construction; execute a contract with Perteet for construction management services; and authorize total construction expenditures.

The project will provide a safer route for pedestrians, bicyclists, and vehicles traveling along 34<sup>th</sup> Ave South. The project will create a walkable community for the neighborhood by connecting to previously completed sidewalk projects, as well as connecting pedestrians with businesses and transit on International Boulevard.

Project elements include bike lanes, sidewalks, pedestrian lighting, parking on the west side of the street, landscape strips, undergrounding of aerial utilities. The project also partners with Highline Water District for a new water main to replace the aging main and create capacity for the next 40-plus years.

The project was advertised for construction bids on August 9, and bids were received on August 27. A total of 8 bids were submitted. RL Alia is the apparent low bidder at \$6,046,133, which is approximately 11% below engineer's estimate. Contract provisions stipulate that the City must award the contract within 45 calendar days of bid opening or reject all bids.

Total funding available is \$8,126,235. Expenditures are expected to be \$7,452,746, including construction contingency of 10% and Inspection staff overtime.

The project received \$2 Million in state funding through the Transportation Improvement Board and \$2,464 Million of federal funding through the Safe Routes to School Program.

A question was raised about the project timeline. The contract includes 320 days beginning in October, and completion expected by October, 2022.

The Committee approved moving the item to Action on September 14 Regular Council Meeting, with a recommendation to approve.

4. Approval of an Interlocal Agreement with Highline Water District for 34<sup>th</sup> Ave S Improvements Project (ST-015)

Discussion/Action

This topic was presented at the August 4 Transportation & Public Works Committee Meeting, and staff is requesting that

	<p>the Interlocal Agreement be moved to September 14 Regular Council Meeting, on consent agenda, in order to be executed along with the 34<sup>th</sup> Ave South Project at the same time.</p> <p>The Interlocal Agreement allows the water district to replace the aging water main along 34<sup>th</sup> Ave South in conjunction with our construction project. The district will pay their share of the construction amount.</p> <p>This allows for less inconvenience for residents and the traveling public to have the road under construction only once.</p> <p>The committee approved moving this item to consent agenda at the September 14 Regular Council Meeting with a recommendation to approve.</p>
<p>5. Approval of grant funds from King County Flood Control District Sub-Regional Opportunity Fund for S 221 St. Drainage Project</p>	<p>Discussion/Action</p> <p>The City holds an account at the King County Flood Control District Sub Regional Opportunity Fund, that is at the City's discretion to draw from for a selected stormwater related project. The South 221<sup>st</sup> Street Drainage Project (SWMCIP-11) is a good candidate for the fund. \$346,568.00 was approved from the fund for the project. Staff is asking for the Committee to approve receipt of this grant funding and amend the 2021-2022 Biennial Budget accordingly.</p> <p>Another grant of \$244,000 from King County Flood Control District was applied for competitively and also awarded to this project.</p> <p>Total grant funding for this project is \$590,568.00.</p> <p>The Committee approved the request to approve the grant funding and move it to next Council meeting on consent agenda.</p>
<p>6. Adjourn</p>	<p>Adjourn Meeting</p>

**Approve Prior Meeting Minutes**



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Mason Giem, Public Works Programs Coordinator  
Date: September 16, 2021  
Subject: SeaTac Adopt-A-Street

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## **Purpose:**

To obtain from committee a recommendation regarding the adoption of an Adopt-A-Street Program.

## **Background:**

Litter in the City of SeaTac detracts from the natural beauty of the City, adds to environmental pollution and attracts rodents. At the May 25, 2021 City Council meeting, Council members expressed concern about the amount of litter found on our City streets. Staff has taken steps to address the litter problem like assigning additional litter cleanup crew, getting grant funding and relocating street-side litter cans, but further actions could be taken to better address the problem.

An Adopt-A-Street program will allow the residents of SeaTac to assist the City in litter cleanup and take pride in our City, while providing for recognition of their volunteer efforts. Participants in the program would agree to a two year, quarterly cleanup of a specified area within the right of way. In return, the City would post a sign recognizing them, provide garbage bags, litter pickers, safety vests, and gloves. Participants would report back on the amount of litter collected, the number of volunteers and the time they spent collecting litter.

An example of a successful Adopt-A-Street program can be found in the City of Kent. Kent currently has 71 groups picking up litter with 63 cleanups events during the second quarter of 2021. In those three months the Kent Adopt-A-Street program had 293 volunteers, 436 volunteer hours and 205 bags of litter collected. SeaTac can follow Kent's lead and do our part to help keep things clean.

**BUDGET SIGNIFICANCE:** \$10,000 per year administrated by the Public Works Programs Coordinator and paid for by the Solid Waste Fund.

## **Attachments:**

Adopt-A-Street Policies and Procedures

# **ADOPT-A-STREET PROGRAM**

## **POLICIES AND PROCEDURES**



### **PURPOSE**

The Adopt-A-Street Program is a public participation program of SeaTac Public Works, which encourages volunteer involvement and community service in the control and reduction of litter and enhancement of general environmental quality along City of SeaTac streets. Adopted streets would be streets located in SeaTac. The program does not apply to federal and state highways, county roads, or private roads. This document describes policies and procedures for the program.

### **DEFINITIONS**

**Adopted Section:** The portion of street on which the Volunteer Group has agreed to control litter and, if applicable, conduct other roadside improvement or cleanup activities approved by Public Works. Adopted Sections cleaned by volunteers are only in the City of SeaTac right-of-way and do not include bridges, overpasses, medians, traveled portions of streets, and narrow shoulders.

**Adopt-A-Street/Adopt-A-Spot Agreement (adoption agreement):** Contractual agreement entered into and signed by a Public Works representative and the Volunteer Group's Representative (Group Leader) authorizing the group to participate in the Adopt-A-Street



Program, setting the terms and conditions for that participation, and assigning a section of City roadway to the group.

**Clean-Up Event:** Period of time when a volunteer group is removing roadside litter and, if applicable, conducting other roadside improvement or clean-up activities, in participation with the Adopt-A-Street Program.

**Hazardous Materials:** Items that may be found in the road right-of-way which may potentially cause injury. Hazardous materials include, but are not limited to, petroleum products, chemicals, paints, solvents, propane tanks, gas canisters, car batteries, vehicle parts, appliances, heavy objects, dead animals, broken glass, needles, drug paraphernalia, and unidentified containers.

**Parent/Guardian Informed Consent Form:** Form signed by the legal parent or guardian of a minor volunteer (less than eighteen years of age), which informs the parent/guardian and volunteer of the risks associated with participation in the program, and in which the parent/guardian grants permission for the minor to participate in the program and agrees to hold the City of SeaTac harmless for any liability or damages resulting from participation in the program.

**Participant Roster:** Form completed by the Volunteer Group, which reports the completion of a Clean-Up Event, names of participating volunteers, hours worked, quantities of litter collected, and other relevant information.

**Program Coordinator:** Public Works employee who manages the program and provides liaison and support between Public Works and the Volunteer Group's Leader and Volunteers.

**Recognition Sign:** Placard fabricated and installed by King County Roads, which includes the Adopt-A-Street Program logo and the name of the Volunteer Group completing the clean-up events for their adopted section.

**Registration Form:** Form signed by an adult volunteer (eighteen years of age or older), which informs the volunteer of the risks associated with participation in the program and their responsibility to conduct clean-up activities in a safe manner, and in which the volunteer agrees to accept the risks and hold City of Seatac harmless for any liability or damages resulting from participation in the program.

**Volunteer:** Person acting on their own behalf and participating in the Adopt-A-Street Program.

**Volunteer Organization/Group:** Person or persons who have agreed to adopt a section of city roadway under the program.

## **POLICIES AND PROCEDURES**

### 1) Program Eligibility

- a. Volunteer organizations/groups are eligible to participate in the Adopt-A-Street Program if Public Works is satisfied that the group will fulfill its obligation under the program in a safe and responsible manner, and provided that there is an available section of City Street which in Public Works' judgment can be safely assigned to the group.
- b. Volunteer groups eligible to participate in the program may be individuals, families, civic and non-profit organizations, churches, service clubs, other organizations, and volunteers from commercial and private businesses.
- c. A volunteer group is not eligible to participate in the program if its name:

- i. Endorses or opposes a particular candidate for public office;
  - ii. Advocates a position on a specific political issue, initiative, referendum, or piece of legislation; or
  - iii. Includes a reference to a political party.
- d. Volunteer groups that have been denied participation in the program due to a lack of compliance to a previous adoption agreement shall not be eligible to participate for a period of five years (5) following the termination of the previous agreement.
- e. Each volunteer group must have a designated Representative/Group Leader who functions as the group's primary liaison with the City of Seatac. The group leader must be an adult (eighteen years of age or older).

## 2) Minors

- a. All volunteers shall be fifteen years of age or older.
- b. Volunteers under the age of eighteen shall have a Parent/Guardian Informed Consent Form completed before participating in any program activity
- c. For every eight volunteers under the age of eighteen participating in a clean-up event, there shall be one adult supervisor (eighteen years of age or older).

## 3) Adopt-A-Street Agreements

- a. The program requires a two-year commitment by volunteer groups. Although at its discretion, allow agreements that run for less than two years.
- b. After the initial two-year commitment has been fulfilled, a volunteer group will be considered active until the group requests to end their participation in the program or ceases to fulfill their responsibilities under the program.

- c. If a volunteer group appears to have ceased to fulfill their program responsibilities, the program coordinator will try to contact the group leader by phone. If the group leader cannot be reached by phone, the coordinator will mail a letter to the address on file to remind the group of their commitment and request that they contact the coordinator. If the group does not contact the coordinator within thirty calendar days of the date of the letter, the adoption agreement will be terminated and the group's recognition signs removed. The signs will remain the property of the City.
- d. Volunteer groups shall provide, at a minimum, litter control for adopted sections. Public Works may ask that additional responsibilities such as planting and maintaining vegetation, controlling weeds, graffiti removal, and other roadside improvement or clean-up activities. This may be performed by the group: the group has the discretion of performing these additional responsibilities.
- e. Volunteer groups shall submit a written proposal to Public Works for any roadside improvement or clean-up activity proposed in addition to litter control. The proposal shall include a complete description of the activity proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal. The City may require the group to prepare a plan or sketches to adequately describe the scope and detail of work. A traffic control plan shall be required. The City may require the group to prepare and submit a landscape plan. All work shall be in conformance with current Public Works' standards. No work shall commence prior to the City's approval of the group's proposal and signed approval of the Adopt-A-Street Agreement with Exhibit A – Special Provisions.

- f. Public Works may, at its discretion, temporarily suspend an adoption agreement because of road maintenance or construction along an adopted section. Public Works will notify the group leader of the suspension. After these activities are completed, Public Works will remove the suspension and notify the group leader.
- 4) Adopted Sections
- a. Adopted sections shall be within City Right of Way.
  - b. Public Works will conduct a traffic safety review before assigning a section for adoption and may, at its discretion, decide that the section is not appropriate for adoption.
  - c. Adopted sections will be assigned on a first-come, first-serve basis. If a section of City street has already been adopted by a group, it is not eligible for adoption by another group.
  - d. Adopted sections can be any size, but the length of any particular adopted section will be at Public Works' discretion.
- 5) Adopting More Than One Street
- a. Volunteer groups that are currently fulfilling the responsibilities of an existing adoption agreement may be allowed to adopt additional roadway sections at the discretion of Public Works.
  - b. If there is high demand for adoption of roads in a particular area, preference will be given to interested volunteers that do not yet participate in the program to maximize opportunities for public participation and community service.
- 6) Frequency of Clean-up Events

- a. Volunteer groups shall clean-up their adopted section at least four times per calendar year. If a group has more than one adopted section, each section must be cleaned-up at least four times per calendar year.
- b. Additional clean-ups should be completed as needed to maintain a neat appearance.

7) Volunteer Group Leader

- a. The Group Leader shall sign the Adopt-A-Street Agreement and act as the Volunteer Group's primary liaison with the City.
- b. The Group Leader is responsible for:
  - i. Ensuring that the Volunteer Group complies with the provisions of the adoption agreement and the program's safety guidelines and other rules;
  - ii. Attending City-provided safety training;
  - iii. Ensuring that each volunteer receives the appropriate training;
  - iv. Making sure that each volunteer receives and reviews safety training materials and aids provided by the City before participating in any program activities;
  - v. Organizing and scheduling clean-up events;
  - vi. Ensuring that clean-up events are conducted in a safe manner;
  - vii. Ensuring that each adult volunteer (eighteen years of age or older) completes the Registration Form before participating in any program activity;

- viii. Making sure that each volunteer under the age of eighteen has a completed Parent/Guardian Informed Consent Form before participating in any program activity;
- ix. Filing all required reports and forms with the Program Coordinator; and
- x. Reporting any injuries incurred by volunteers during clean-up events to the City, and communicating with the Program Coordinator as necessary to ensure smooth conduct of the program.

8) Program Support

- a. Public Works will provide:
  - i. A standardized application form, registration form, and adoption agreement;
  - ii. Safety training for group leaders;
  - iii. Safety training materials and aids for the Volunteer Group to use in training volunteers;
  - iv. Safety equipment and supplies for clean-up events; and
  - v. Staff support for the program.
- b. Public Works will remove litter collected by the Volunteer Group during clean-up events and arrange for the removal of those hazardous materials noted on the Participant Roster.
- c. In recognition of the Volunteer Group's work, King County Roads will fabricate and install signs recognizing the group.

9) Recognition Signs

- a. Recognition signs will be placed after group/individual has completed two cleanups and has scheduled the third.
- b. Recognition signs shall follow a standard design, including size and color, selected by Public Works. The standard design will include the name of the Volunteer Group and the Adopt-A-Street Program logo. Adjustments to the standard design will not be accommodated.
- c. Recognition signs shall only include the name of the Volunteer Group or similar identifier. Signs shall not include addresses, phone numbers, e-mail or website addresses, pictures or other images, or logos, except for the Adopt-A-Street Program logo.
- d. Signs will typically be placed at the beginning of the adopted section, on the right shoulder. Sign location shall be determined by Public Works.
- e. If the Volunteer Group is responsible for both sides of an adopted section, one sign shall be placed for each direction of travel. For adopted sections with only one side, one sign will be installed in the direction of travel. If the Volunteer Group is responsible for a neighborhood area with more than one adopted section, a maximum of four signs will be installed.

#### 10) Recycling

- a. Recycling is encouraged, but not required.
- b. Proceeds from the sale of recyclable items shall belong to the Volunteer Group.

#### 11) Hazardous Materials

- a. Volunteers shall not handle hazardous materials or materials they suspect to be hazardous (see list in definitions section).



- b. Volunteers who encounter anything they suspect to be hazardous must not touch it or pick it up, but must take appropriate precautions and report the location and description of the material to Public Works on the Participant Roster. Volunteers are asked to put a small location flag (provided) near the location of the hazardous material for easier identification by City staff.

#### 12) Illegal Signs in Right-of-Way

- a. Volunteers shall not remove any signs found in the right-of-way.
- b. Volunteers should report the location and description of any signs they suspect to be illegally placed in the right-of-way to Public Works on the Participant Roster.



**Our Thanks To  
Boy Scout Troup 123,  
Smith Center, and  
SeaTac Elementary School**



# SeaTac Adopt-A-Street Program

**T&PW**

7/16/2021

Mason Giem  
Public Works Programs  
Coordinator  
City of SeaTac



# Why is an Adopt-A-Street Program Needed?

- Litter detracts from SeaTac's natural beauty
- Empowering denizens to take care of their community builds pride.
- Litter can clog storm drains and have negative effects on the health of the environment
- Litter can decrease property values



Source: National Association of Home Builders pricing model



# What will an Adopt-A-Street program look like?

- Residents or businesses commit to cleaning an area four times per year.
- Volunteers are recognized for their efforts by a sign on the street
- The City provides gloves, litter pickers, safety vests and garbage bags



# What Will an Adopt-A-Street Program Cost?

Item	quantity	Price	Total	Source
Pickers	100	\$ 2.99	\$ 299.00	harbor freight,
Gloves	100	\$ 1.49	\$ 149.00	fullsource.com
Vests	100	\$ 3.99	\$ 399.00	<a href="https://www.webstaurantstore.com/">https://www.webstaurantstore.com/</a>
Garbage Bags	1000	\$ 0.97	\$ 970.00	plastic place.com
Signs and installation	50	\$ 100.00	\$ 5,000.00	King County Signs
website	1	free?	\$ -	
Total			\$ 6,817.00	



# Request

To obtain from committee a recommendation regarding the adoption of an Adopt-A-Street Program.



# Questions?





# 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: 9/16/21  
Subject: 2022 Overlay Project – Amendment to Professional Services Contract for Design

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## **Purpose:**

Public Works is seeking Committee recommendation for Council to pass a Motion authorizing an amendment to an existing professional services contract with the Blueline Group for the design of the 2022 Overlay Project.

## **Background:**

The 2022 Overlay project site runs along the southwest end of SeaTac International Airport. This project proposes resurfacing approximately one mile of pavement along South 188<sup>th</sup> Street corridor between International Boulevard and the intersection of Des Moines Memorial Drive South. Because work will occur within the 188th Street Tunnel that runs beneath the south end of the Airport runway, coordination with the Port of Seattle will be necessary.

In general, a three-inch grind and overlay is proposed along this corridor. In some areas, existing pavement conditions may warrant full depth removal and replacement. Where necessary, existing pedestrian facilities will be updated to meet Americans with Disabilities Act (ADA) requirements. Lastly, storm water facilities along this corridor will be upgraded to maximize treatment of surface water collected from the roadway.

The Blueline Group has been selected to provide design services for this project because of their involvement with the 2021 Overlay Project as the design engineer of record, which included the intersection of Des Moines Memorial Drive & South 188th Street. The Blueline Group has partially surveyed South 188th Street and has working engineering knowledge of the project. The professional services amendment with The Blueline Group includes development of a bid set that includes plans, specifications, and a construction estimate.

The amount of the contract amendment is currently being negotiated and will be known prior to bringing this item before Council. The overall budget for the 2022 Overlay project including design and construction is \$2.17 million.

A Motion is being prepared for the 9/28 Regular Council Meeting seeking approval to authorize the City Manager to amend a contract with the Blueline Group for design services. The finalized



version of the attached scope and fee will be included with Agenda Bill 5799 for Council review and action.

There is sufficient funding for this professional service contract amendment. Below is the project funding and expenditure details:

**PROJECTED FUNDING AVAILABLE FOR 2022 OVERLAY PROJECT**

Street Fund (102 Fund)	
year 2021	\$135,562
year 2022	\$1,200,000
Surface Water Utility Fund (403 Fund)	
year 2021	\$421,000
year 2022	\$421,000
<b>Total Available Funding for 2022 Overlay Project</b>	<b>\$2,177,562</b>

**2022 OVERLAY DESIGN SERVICES**

Blueline Group Professional Design Services	\$225,280
<b>Total</b>	<b>\$225,280</b>

**Options/Recommendation:**

1. Do not proceed with authorization of this design services contract amendment at this time.
2. Proceed with this design services contract amendment.

**Project Name: 2021 Overlays – 2022 Overlays ASA (Small Works) Job #: 20-193**

**Effective Date: September 9, 2021**

## Project Description

The Blueline Group, LLC (“Blueline”) will provide engineering services for the City of SeaTac 2022 Overlays (Small Works) Project (“Project”) generally consisting of the design of pavement resurfacing and repair. As outlined herein, Blueline will provide design Plans, Specifications, and an Engineer’s Estimate.

Project area is as follows:

- S 160th Street Traffic Light at the SeaTac Airport Rental Car Facility Entrance approximately 900 feet west of International Blvd.
  - Pavement repair of east bound left turn lane.
  - City to investigate feasibility for converting this signal to video detection – King County to handle video detection design and installation under discretionary request. If feasible, existing loops will be removed and not replaced.

## Task Summary

Task 201	Project Management	Task 205	Final Design
Task 202	GIS/Aerial	Task 206	Advertisement Support
Task 203	Geotechnical Investigations	Task 207	Management Reserv
Task 204	75% Design		

## Project Schedule

Our Team shall begin work immediately upon receipt of Notice to Proceed and proceed according to the attached Project Schedule. This schedule reflects the City’s desire to begin construction in 2022 and assumes 2-week turnaround for City review. Key dates include:

Notice to Proceed .....	October 2021
Geotechnical Explorations .....	November/December 2021
75% Design Submittal .....	February 2022
Final Design Submittal .....	May 2022
Bidding & Award .....	June 2022
Construction Begins .....	June/July 2022



## Scope of Work

Blueline's scope of work for the project is outlined on the following pages.

### Task 201 Project Management

#### Fee: HR/NTE (\$4,170)

This task is for general coordination and meetings on the project, including:

- Preparation of kickoff meeting agenda and minutes for both projects.
- Up to 2 project meetings with City staff throughout the project.
- Preparation of monthly invoices for work performed during the previous month, including any pertinent backup materials.
- QA/QC review of deliverables throughout the project to ensure City standards and expectations are being met.
- Management of all tasks and staff for design support services.
- Communication with the City regarding the design process, issues, costs, and schedule.

### Task 202 GIS/Aerial

#### Fee: Fixed Fee (\$2,800)

Under this task, Blueline will prepare a drawing at 1"=20' scale (unless otherwise specified) detailing the location information and topographic relief from existing LIDAR and City available data. This drawing will be delivered in both a digital (Autocad) and paper format, and will depict:

- Horizontal datum shall be NAD83/91 or as provided by the client.
- Vertical datum shall be NAVD88 or as provided by the client.
- Subject area Right-of-Way limits will be depicted from record drawings.
- Topographic relief will be depicted as 2' LIDAR contours.
- Lidar contours will be shown for all areas.
- Edge of pavement will be provided by the City from available LIDAR files.
- GIS parcel lines will be shown for adjacent properties including current available ownership information of record.
- Aerial image will be included and referenced within the AutoCAD Drawing.
- Review and analyze issues affecting the project.
- Coordinate with the City to obtain pertinent GIS information.



**ASSUMPTIONS & EXCLUSIONS**

Field survey for topographic information of resolution of any discrepancies as determined by the LIDAR and GIS information is not included. In the event that the LIDAR information is significantly incorrect the client will be notified and additional fees may be addressed at that time.

**DELIVERABLES**

1"=20' AutoCAD 2016 including topographic surface information (TIN data) drafted to APWA or City of SeaTac drafting standards.

**Task 203 Geotechnical Investigations**

**Fee: Fixed Fee (\$14,000)**

this fee appears to be high for 2 cores

This task includes work to perform pavement cores by HWA GeoSciences, Inc that includes:

- Pavement coring (2 locations)
- Geotechnical Report

For additional detail see the attached scope from HWA GeoSciences, Inc.

**Task 204 75% Design**

**Fee: HR/NTE(\$9,000)**

Based on the Aerial/GIS maps prepared under task 202 and initial comments, Blueline will provide the design Plans, and Engineer's Estimate for the proposed project including:

- Plan sheets for the proposed improvements, including:
  - Sheets at 22"x34" with roughly an 18"x28" drawing area.
  - Drawing scale at 1"=20' horizontal and 1"=5' vertical.
  - 75% Design Cover Sheet and Sheet Index.
  - Proposed improvements shown in plan view only per City standards.
- Design memo discussing design assumptions, questions, and recommendations.
- Engineer's Estimate including quantities and a large contingency at this stage.
- Preliminary determination of temporary and permanent easement requirements.
- Site Walkthrough with City following 75% Design to confirm proposed project elements

**DELIVERABLES**

75% PDF of Plans, Specifications, Engineer's Estimate and Design Memo.

**ASSUMPTIONS & EXCLUSIONS**

The CAD standards previously used with the City will be utilized for the current project. Revisions to layout, presentation or other standardized drafting processes is not anticipated. This project is



anticipated to be a small works contract. The City will provide an example small works roster contract prior to or at the 75% design phase to be incorporated into later submittals.

Traffic control plans will not be included in this project. WSDOT Sample plans will be sufficient for submittals and the contractor will provide site specific traffic control plans after award.

## Task 205 Final Design

### Fee: HR/NTE(\$6,030)

Based on City review comments from the 75% Design stage and information obtained at the 75% Walkthrough, Blueline will complete production of the Final Design (Bid Documents), including:

- Incorporating City's 75% comments into the contract documents.
- Final Plans, Specifications, and Engineer's Estimate, including Traffic Control.
- Internal QA/QC.

### ASSUMPTIONS & EXCLUSIONS

No further review comments will need to be addressed after final design submittal.

### DELIVERABLES

PDF of Plans, Specifications and Engineer's Estimates, plus all documents in digital format (and ACAD files) uploaded to ftp site.

## Task 206 Advertisement Support

### Fee: HR/NTE(\$1,790)

Blueline will provide consultation services during the bidding process, including:

- Address questions from prospective bidders, if necessary.
- Prepare and issue addenda to clarify the construction documents, if necessary.
- Generally assist the City during the bidding process as needed.

### ASSUMPTIONS & EXCLUSIONS

The City will coordinate with publications for advertisement of bid, conduct the bid opening, prepare the bid tabulation, review apparent low bidder references, and prepare recommendation for contract award.

### DELIVERABLES

Addenda if necessary.



## Task 207 Management Reserve

**Fee: HR/NTE(\$3,700)**

The 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 funds under this item are not to be used unless explicitly authorized by the City. Fee estimate is based on  $\pm 10\%$  of Tasks 201-206.

**DELIVERABLES**

None yet identified.



## General Assumptions and Notes

- Scope and fees outlined above are based on the Project Understanding included with this proposal as well as the following information (any changes to these documents may result in changes to the fees):
  - a. Correspondence with the City prior to this contract agreement.
- Blueline will not pay any Agency fees on behalf of the City.
- Obtaining any offsite easements (if required) is not included in this proposal.
- The fees stated above do not include reimbursable expenses such as large format copies (larger than legal size), mileage, and plots. These will be billed under a separate task called **EXPENSES**.
- Time and expense items are based on our Team’s current hourly rates.
- These fees stated above are valid if accepted within 30 days of the date of the proposal.
- Electrical plans, structural engineering plans, new signal timings, WSDOT Channelization plan approval/checklist, site specific traffic control plans, and temporary signal design are not anticipated for the project and are not included in this scope of work.
- The City will provide all available project traffic data, signal as-built information, traffic signal timing/phasing plans, and Crash records.
- Blueline reserves the right to move funds between approved Tasks 201- 206 as necessary based on approved scope of work provided the overall budget of Tasks 201-206 is not exceeded. The City’s Project Manager will be notified if funds are shifted.
- If 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.





# 2021 Overlays Project - 2022 Overlays ASA (Small Works)

Job Number: 20-193

Prepared By: Grace Garwin, EIT

Date: 9/9/2021

Checked By: Rob Dahn, PE

Task #	Base Tasks	Project Manager \$195/hr Hours	Project Engineer \$185/hr Hours	Engineer \$165/hr Hours	Engineering Designer \$152/hr Hours	Total Hours	Total Fee
201	Project Management	14	6	2	0	22	\$ 4,170
202	GIS/Aerial	0	2	0	16	18	\$ 2,800
203	Geotechnical Investigations						\$ 14,000
204	75% Design	7	7	20	20	54	\$ 9,000
205	Final Design	5	5	14	12	36	\$ 6,030
206	Advertisement Support	3	4	1	2	10	\$ 1,790
207	Management Reserve						\$ 3,700
	Expenses						\$500
	Total Hours	29	24	37	50	140	
	Blueline Personnel	\$5,655	\$4,440	\$6,105	\$7,600		<b>\$41,990</b>



<b>201 Project Management</b>		<b>Project Manager</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Engineering Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$195/hr</b>	<b>\$185/hr</b>	<b>\$165/hr</b>	<b>\$152/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Project Meetings	4	2	1			<b>7</b>
2	Monthly Invoices/Progress Reports	4					<b>4</b>
3	QA/QC	4	2				<b>6</b>
4	General Coordination	2	2	1			<b>5</b>
Total Hours		14	6	2	0		<b>22</b>
Total Fee		\$2,730	\$1,110	\$330	\$0		<b>\$4,170</b>

<b>202 GIS/Aerial</b>		<b>Project Manager</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Engineering Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$195/hr</b>	<b>\$185/hr</b>	<b>\$165/hr</b>	<b>\$152/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Setup Base Maps		2		16		<b>18</b>
Total Hours		0	2	0	16		<b>18</b>
Total Fee		\$0	\$370	\$0	\$2,432		<b>\$2,800</b>

<b>203 Geotechnical Investigations</b>		<b>Total Cost (HWA)</b>		<b>Blueline Markup</b>	<b>Total</b>
<b>Item #</b>	<b>Description</b>			<b>15%</b>	
1	Geotechnical Investigations			\$12,175	\$1,826
Total Fee				\$12,175	\$1,826
					<b>\$14,000</b>

<b>204 75% Design</b>		<b>Project Manager</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Engineering Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$195/hr</b>	<b>\$185/hr</b>	<b>\$165/hr</b>	<b>\$152/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	75% Design Plans	1	2	6	20		<b>29</b>
2	75% Specifications	3	3	6			<b>12</b>
3	75% Engineer's Estimate	1		6			<b>7</b>
4	Design Memo	1	1	2			<b>4</b>
5	Site Walkthrough	1	1				<b>2</b>
Total Hours		7	7	20	20		<b>54</b>
Total Fee		\$1,365	\$1,295	\$3,300	\$3,040		<b>\$9,000</b>

<b>205 Final Design</b>		<b>Project Manager</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Engineering Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$195/hr</b>	<b>\$185/hr</b>	<b>\$165/hr</b>	<b>\$152/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	City Review Meeting on 75% Design	2	2				<b>4</b>
2	Final Design Plans	1	1	4	12		<b>18</b>
3	Final Specifications	1	1	6			<b>8</b>
4	Final Engineer's Estimate	1	1	4			<b>6</b>
Total Hours		5	5	14	12		<b>36</b>
Total Fee		\$975	\$925	\$2,310	\$1,824		<b>\$6,030</b>

<b>206 Advertisement Support</b>		<b>Project Manager</b>	<b>Project Engineer</b>	<b>Engineer</b>	<b>Engineering Designer</b>	<b>Total Hours</b>	
<b>Item #</b>	<b>Description</b>	<b>\$195/hr</b>	<b>\$185/hr</b>	<b>\$165/hr</b>	<b>\$152/hr</b>		
		<b>Hours</b>	<b>Hours</b>	<b>Hours</b>	<b>Hours</b>		
1	Answer Bidder Questions	1	2	1			<b>4</b>
2	Prepare and Issue Addenda	1	1		2		<b>4</b>
3	General Consultation	1	1				<b>2</b>
Total Hours		3	4	1	2		<b>10</b>
Total Fee		\$585	\$740	\$165	\$304		<b>\$1,790</b>

<b>207 Management Reserve</b>			<b>Total Cost</b>	<b>Total</b>
<b>Item #</b>	<b>Description</b>			
1	Unassigned Services Reserve		\$3,700	
Total Fee			\$3,700	<b>\$3,700</b>

**Scope of Work**

Prepare traffic control plans and ROW permit application and submit to City for approval.  
 Explorations include two pavement cores on S 160th Street (left turn lane).  
 Perform two pavement cores (one day).  
 Prepare logs of explorations and assign lab testing.  
 Perform engineering analyses related to pavement design.  
 Prepare a report presenting the results of our explorations, lab testing, engineering analyses and recommendations.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & 2021 BILLING RATES							TOTAL HOURS	TOTAL AMOUNT
	Geol. VIII	Engr. VII	Engr. III	Geol. III	Geol. III	CAD	Contracts		
	\$235.00	\$235.00	\$130.00	\$120.00	\$110.00	\$95.00	\$125.00		
Project Setup/Coordination		2					1	3	\$595
Obtain TCPs from Subconsultant and Submit to City		2		4				6	\$950
Site Reconnaissance / Mark Explorations and Call Locates		4		4				8	\$1,420
Conduct Pavement Cores				8	8			16	\$1,840
Prepare Exploration Logs		1		2				3	\$475
Pavement Design		4						4	\$940
Prepare Letter Report	1	4		1		2		8	\$1,485
Consultation / Project Management		2						2	\$470
<b>TOTAL LABOR CHARGES:</b>	1	19	0	19	8	2	1	50	<b>\$8,175</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No.	Unit	Total
Test	Tests	Cost	Cost
Grain Size Distribution	2	\$115	\$230
Atterberg Limits (plasticity index)	0	\$220	\$0
Grain Size plus Hydrometer	0	\$250	\$0

**LABORATORY TOTAL: \$230**

**ESTIMATED DIRECT EXPENSES:**

Mileage @ IRS rate	\$150
Pavement Coring (@ \$60/core)	\$120
Traffic Control Plans (@ \$250/sheet)	\$500
Excavation Subcontractor	\$0
Traffic Control in Field	\$3,000
Laboratory Testing	\$230

**TOTAL DIRECT EXPENSES: \$4,000**

**PROJECT TOTALS AND SUMMARY:**

Total Labor Charges	\$8,175
Direct Expenses	\$4,000
<b>GRAND TOTAL:</b>	<b>\$12,175</b>

**Assumed Conditions:**

- All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
- No Street Use Permits/ROW Use fees will be required.

overall fees are too high for 2 core samples. we should reduce and / or combine this work with the cores on S 188th St.



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Florendo Cabudol  
Date: 9/16/21  
Subject: Right-of-Way (ROW) Acquisition Services for the Airport Station Improvement Project (ST-141)

---

## **Purpose:**

The purpose of this item is to seek Committee recommendation for Council to pass a Motion to execute a professional services contract for Right-of-Way (ROW) acquisition, appraisal, and appraisal review for the Airport Station Pedestrian Improvement Project (PW CIP ST-141).

## **Background:**

The Airport Station Pedestrian Improvement Project seeks to increase safety for pedestrians, bicyclists, and vehicles in the immediate area surrounding the Airport Link Light Rail Station. Improvements will focus on 32nd Avenue South (between South 170th Street and South 180th Street), South 180th Street, and South 176th Street between International Blvd and 32nd Avenue South.

Project Elements include installation/improvement of sidewalks; standalone bicycle facilities, separating bicycles from vehicular traffic; undergrounding of overhead utilities; intersection improvements at 32nd Avenue South and South 176th Street, and installation of decorative light fixtures, street furniture and artwork.

To facilitate most of these frontage improvements, ROW acquisition and/or temporary construction rights are required. To help with this effort, staff has solicited and procured the help of Epic Land Solutions, Inc. for property acquisition, relocation, and appraisal review services. McKee Appraisals has also been retained for appraisal and valuation services on the project. These firms were selected from a group of three companies for each respective service. The City has not worked with these firms previously, however, they have been vetted and their references have been positive.

The final amount of these professional contracts is set at Not to Exceed amounts as described below:

- Epic Land Solutions, Inc. = \$107,901 + \$16,800 = \$124,701 (Acquisition and Relocation services; Appraisal Review services)
- McKee Appraisal Real Estate Services = \$105,800 (Appraisals)

The scope and fee for these services are attached to this memo.

**Options/Recommendation:**

Staff recommends moving this item forward for Council review and action at the September 28th Regular Council Meeting with a recommendation to approve.



## MEMORANDUM

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**PUBLIC WORKS CONSULTANT CONTRACT  
BETWEEN**

City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

AND

Epic Land Solutions, Inc.  
1920 Black Lake Blvd SW, Suite B  
Olympia, WA 98512

=====  
PROJECT: Airport Pedestrian Improvement Project Acquisition and Relocation  
Services  
Project #: ST-141  
=====

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 Epic Land Solutions, Inc., hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Contract and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Contract.

- |   |                                    |
|---|------------------------------------|
| #1 Employment                               | #9 Indemnification                 |
| #2 Scope of Services                        | #10 Insurance Requirements         |
| #3 Time for Beginning & Completion          | #11 Restriction Against Assignment |
| #4 Professional Standards                   | #12 Continuation of Performance    |
| #5 Compensation & Reimbursement of Expenses | #13 Termination of Contract        |
| #6 Records Inspection & Audit               | #14 Contract Administration        |
| #7 Ownership of Documents                   | #15 Construction & Venue           |
| #8 Equal Employment Opportunity             | #16 Merger & Amendment             |

IN APPROVAL, authorized representatives of the Parties to this Contract have signed below. This Contract shall become effective on the date of the last signature made.

CITY OF SEATAC

Epic Land Solutions, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Mirante-Bartolo, City Attorney



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 subsequent task orders. The template for these task orders is shown in Exhibit A to this Contract.
3. TIME FOR BEGINNING AND COMPLETION. The Consultant shall not begin work under this Contract until authorized to do so in writing by the City. All work shall be completed by December 31, 2023. A contract amendment is required to extend the established completion date.
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 acquisition and relocation service, and other work and materials furnished under this Contract.
5. COMPENSATION AND REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses as provided by Attachment "A" to this Contract. The Consultant will only be paid for the actual services rendered. The total expenses shall not exceed \$107,901.00. Consultant will only be paid for actual services rendered. A contract amendment is required to increase the total compensation amount.
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 the property of the City and shall not be property of the Consultant. Any reuse of such documents on or for any project other than that covered under this Contract shall be without liability or legal exposure to the Consultant.
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. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discriminatory requirement in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.
10. 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, to the extent caused by the Consultant's negligent 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. The duty to defend as required above shall mean Consultant will reimburse Client for its reasonable defense costs based on principles of comparative fault.

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.

The provisions of this section shall survive the expiration or termination of this Agreement.

11. INSURANCE REQUIREMENTS. 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 or appointed officials, officers, employees and volunteers 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 subcontractor's liability

Product and Completed Operations Liability

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

Primary-Non Contributory Additional Insured coverage for the City et.al.

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 Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

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.

12. RESTRICTION AGAINST ASSIGNMENT. 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.
13. 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. 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.

14. 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.
15. CONTRACT ADMINISTRATION. This Contract shall be administered by Dianna Nausley-McKeon on behalf of the Consultant and by the City Engineer on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:

Florendo Cabudol, PE  
City Engineer  
City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

If to the Consultant:

Dianna Nausley-McKeon  
Project Advisory Manager  
Epic land Solutions  
1950 Black Lake Blvd SW, Suite B  
Olympia, WA 98512

16. 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, Washington.
17. 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.

Exhibit "A"

## Airport Station Pedestrian Improvement Project (ST-141) - Right-of-Way Acquisition & Relocation Services

*Created for City of SeaTac*

*Revised September 9, 2021*



**Epic Land Solutions, Inc.**  
Puget Sound Regional Office  
1950 Black Lake Blvd SW, Suite B  
Olympia, WA 98512  
(360) 350-4786  
epicland.com

## Right of Way Considerations in this Project

We believe the following considerations and strategies are critical to the success of this project:

Project Requirements & Considerations	Strategies for Success	Benefits to the City
<p><b>EPIC will perform acquisition negotiations with private home owners</b></p>	<p>Early engagement with property owners. Agents will try to first introduce themselves to the property owner at the time of the appraisal site visit to begin to establish a line of trust prior to the initial offer presentation. Epic's acquisition agents are experts at explaining the differences to property owners based on the appraisals.</p>	<p>Reliable valuations and successful negotiations. The City may also consider the use of <b>Acquisition Incentive Payments allowable under FHWA</b> guidelines. The use of incentive payments can be an effective way to obtain early settlements on acquisition offers. Incentives can also minimize litigation and reduce other associated costs.</p>
<p><b>The City will be acquiring rights from large corporate owners and apartment buildings</b></p>  <p><i>Sky Harbour Terrace Apartments</i></p>  <p><i>Hilton Seattle Airport &amp; Conference Center</i></p>	<p>EPIC will prepare Offer Packages for the City's Real Property team to perform acquisition negotiations with complex commercial owners in this project. We recommend that the City's agents engage these property owners early in the project and communicate before negotiations begin. Please note that any individually owned condominiums may be subject to restrictive CC&amp;Rs which can lengthen acquisition time.</p>	<p>EPIC will be on-call to the City to make as-needed recommendations provide templates for engaging with complex commercial ownerships and Home Owners Associations. For any lengthy negotiations, EPIC may recommend that the City negotiate a <b>Possession and Use Agreement</b> to allow for escrow to be opened and the appraised amount deposited in exchange for a right of possession suitable for construction. The advantage to the City is the immediate right of possession for construction purposes and the avoidance of eminent domain costs. The City also avoids unnecessary budget surprises.</p>

**Construction may create temporary driveway closures and impact vehicle access**

EPIC will participate in access management early in the project to manage homeowner and residential tenant expectations, encourage successful property rights negotiations. The City's contracted appraiser will determine the extent of damages for temporary and/or permanent loss of business parking, vehicular access, and visibility. EPIC agents will suggest ways for property owners to have alternative parking and access during construction periods.

Eliminates unnecessary budget surprises when negotiations start and reduces the City's exposure to liabilities.

**Impacts to Property Improvements & Personal Property Only (PPO)**



*Retaining wall at residence at 17342 32<sup>nd</sup> Avenue South*

Some impacts to property improvements such as landscaping and fencing are addressed as compensable through the appraisal valuation. Other impermanent structures, such as storage sheds, storage containers, and signs, are PPO relocations that typically entail moving the property further back (from the road) onto the same property. EPIC will coordinate with the City to be sure that the relocation and/or reestablishment complies with local permitting code. EPIC will coordinate re-establishment plans and/or relocation benefits. For any challenging or time-consuming PPO relocations, EPIC may recommend obtaining **Rights of Entry** allow the City to begin construction before the PPO file is settled.

Project stays on schedule and budget estimates are accurate. EPIC has previous experience perform PPO relocations for Clark County NE Hwy 99, Clark County NE 10th, City of Olympia Yelm Hwy Park Expansion, City of Vancouver NE 137th Avenue, City of Aberdeen North Shore Levee, and City of Yelm Mosman Avenue.



## Approach to Scope of Services

This page describes the right-of-way scope of services and deliverables EPIC will provide for the Airport Station Pedestrian Improvement Project (ST-141). The City is in the process of completing final design and will provide all title reports, legal descriptions, plat maps, survey exhibits, and valuation summaries in the form of Administrative Offer Summaries and/or Appraisal Reports and Appraisal Reviews.

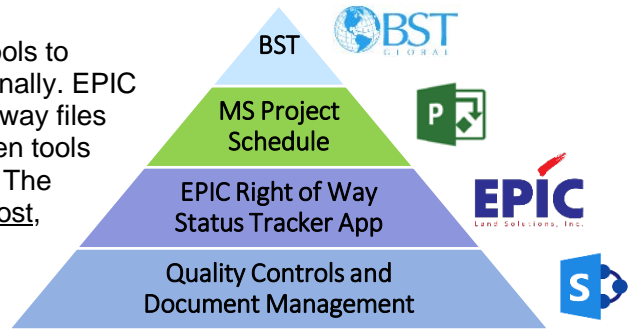


Scope Task Area	Responsible Lead	Task Deliverables
<b>Contract /Project Management</b>	Dianna Nausley-McKeon	Coordinate Kickoff meeting; meeting agendas and minutes; obtain City's templates and procedures; regular Progress Reports; Project Schedule Updates; File Close-Out Checklist & Documents; other Preliminary ROW activities as defined in WSDOT LAG Manual Section 25.3
<b>Document Control/ Quality Controls</b>	Dianna Nausley-McKeon	Risk Assessment with Client at Kickoff; Quality Assurance/Quality Control Plan; Quality review of offer packages; Detailed Process and Procedures; WSDOT Checklists; Agreements; Status Report Templates; Budget Controls
<b>Title Examination</b>	Jessica Niella & Lisa Cox	Ordering and reviewing Preliminary Title Reports; Title Exception Form internal quality checklist; Litigation Guarantees (as needed)
<b>Property Rights Acquisition Negotiations</b>	Jessica Niella	Prepare Offer Package to property owners; QA/QC and present offer packages; Perform negotiations to acquire property rights; Detailed Negotiator Diaries; Administrative Settlements; Possession and Use Agreements; project-specific agreements and documents
<b>As-Needed Condemnation Support</b>	Dianna Nausley-McKeon	Prepare Resolution of Necessity (RON) documentation packages; Impasse Letter; Draft Resolution of Necessity and Notice of Hearing; Board Reports; Negotiator and Relocation Logs; Referrals; Responses to Discovery; File and Document Turnover upon Request; coordinate Condemnation Deposit and Supplemental Deposits and Refund
<b>Escrow Coordination</b>	Jessica Niella & Lisa Cox	Escrow Instructions; Title Exceptions; Subordination agreements; Partial Reconveyances; Deeds and Easements; Title Insurance; Tax Cancellation Letters; Estimated and Final Closing Statements; Recorded Deeds, Easements and Agreements
<b>PPO Relocation Assistance</b>	Dianna Nausley-McKeon	WSDOT Deviation of Procedures request for PPO-Only Relocation Plan; Abbreviated PPO Relocation Plan; Occupancy Surveys; Property owner interviews; Move Coordination; Claims processing
<b>WSDOT Right of Way Certification</b>	Dianna Nausley-McKeon	Support the City with Right of Way Project Certification, as required by WSDOT Right of Way Manual and WSDOT LAG Manual



## Project Management Tools & Controls

EPIC will deploy the following suite of project management tools to collaborate with the City staff, subconsultant teams, and internally. EPIC has relied on this suite of tools to deliver hundreds of right of way files with efficiency, accuracy, and quality control. These are proven tools we have deployed for other regional transportation agencies. The City will have access to each of these tools at no additional cost, with no license required.



### Cost Containment: BST Global Business Management

EPIC uses BST for time-and-materials bookkeeping and resource management tracking. BST Global is the best-in-class resource management and customer billing platform for the world's leading architectural and engineering firms. BST has generated over 1,800 invoices for EPIC clients, and we are currently using the system to invoice over 250 active projects per month. Accounting staff, project managers, and agents at EPIC all use BST to track hours, budget, and accounts receiving related to ongoing contracts for our clients.

### Schedule Controls: MS Project & SharePoint Calendars

Right of way is the critical path in every project. The acquisition process follows a sequential order of milestones that must be accomplished before the project can proceed (i.e., survey must be completed prior to Appraisals, which must be completed prior to Offers to Purchase). EPIC uses Microsoft Project to develop a detailed project schedule at the beginning of every project. The schedule can be updated throughout the project to reflect changing milestones as work is completed but will maintain dependencies, allowing Project Managers to anticipate schedule overruns or resource constraints.

### Risk Management: EPIC Right-of-Way Status Tracker App

EPIC leads the right of way industry in utilizing technology, such as Esri's ArcGIS Online mapping tools. EPIC employs a dedicated GIS team to display complex real estate information in dynamic visual interfaces that are helpful for projects managers, agents, and clients alike. The Status Tracker App is an online/mobile platform used to track the status of real estate acquisition and relocation cases in a GIS map view. The status map shows real-time progress of right of way activities and can be customized to reflect information that is most relevant based on the phase of the project. Agents can make updates to the map in-the-field using tablets and the City can view the data in real time in the web interface. The ability of the web map to display multiple aspects of a project's status often replaces the need for static progress reports.

### Quality Control: Quality Controls & Document Management

EPIC has multiple safeguards in place to provide the utmost quality to the City on all materials provided for the duration of a contract task order assignment. As Project Manager, it's Dianna's responsibility to ensure quality control and quality assurance throughout the project. Dianna has developed WSDOT Document Checklists, reporting tools, and document controls for the agent team to follow throughout the project. The foundation of effective project management for the right of way industry is document management—After all, real estate transactions are processed through a series of executed documents. An early adopter of SharePoint, EPIC has developed SharePoint sites and workflows to accommodate the acquisition process, specifically. The tool facilitates real-time collaboration on project documents while also providing document control in a secure, redundant cloud environment that participants can access any-time, from anywhere. The City will have access to the SharePoint site to view, edit, and share files. EPIC has standardized file structures to keep teams organized and SharePoint's advanced version controls prevent information loss and file corruption.

## Right-of-Way Status Tracker App [OPTIONAL TOOL]



EPIC is proud to offer **next-generation technology** to support right of way project delivery and improve client service satisfaction. The Right of Way Status Tracker App is an **online and mobile application** that agents, project managers, and City of SeaTac staff can all use to monitor and update the status of acquisitions and PPO relocations in real-time in a map-based viewer. The application is particularly valuable for lengthy corridor projects (like the Airport Station Pedestrian Improvements Project) that involve multiple right of way impacts and project delivery milestones. The tool allows agents and project managers to track the progress of appraisals, acquisition negotiations, escrows, and relocations in real time and from any location connected to the internet.

EPIC has a dedicated Geographic Information Systems (GIS) Analyst team to map the right of way impacts for all parcels provided in the City's design plans. Creating this map at the outset of the project provides our entire team (and City staff!) with a functional project map and foundational understanding of the complexities of the project to guide our approach.

We customize the map's "status" categories to the City's needs—the interactive display is **custom-built** to show various right of way stages that may be helpful to the City. Statuses such as "Appraisal," "First Written Offer," "In Negotiation," "Agreement Reached," and "Payment Processing and Recording" may be helpful for the City to view for the Airport Station Pedestrian Improvement project.

Features and Functions of the Status Tracker App:

- ✓ *Complementary:* The Status Tracker is a project management tool provided to the City at no additional cost.
- ✓ *Parcel-level updates:* With one click, the City can review the status of any parcel in the map.
- ✓ *Fully Customized Statuses:* We tailor the map to show project milestones and status that are helpful to the City and Project Managers.
- ✓ *Real Estate Data Display:* May include APN, Owner Name, Site Address, Lot SQ FT, Acquisition Type and Acquisition SQ FT.
- ✓ *Any-time reporting:* The data displayed in the web map often replaces the need for static progress reports or can provide a helpful visual to augment periodic progress reports.
- ✓ *Real-time updates:* Agents, Project Managers, and City staff can make updates to the map any-time and from anywhere.

# Cost Proposal



**Epic Land Solutions, Inc.**  
**Client:** City of SeaTac  
**Project:** Airport Station Pedestrian Improvement Project (ST-141)  
**Scope of Services:** Right of Way Acquisition & Relocation Services  
**Updated:** September 9, 2021

STAFF CLASSIFICATIONS	Advisory Manager	Asst. Project Manager	Senior ROW Agent	Senior ROW Agent	ROW Agent	Project Support	Appraisal Manager	Financial Controls	Project Manager
<b>FULLY LOADED HOURLY RATES</b>	<b>\$ 184.41</b>	<b>\$ 112.01</b>	<b>\$ 92.21</b>	<b>\$ 85.39</b>	<b>\$ 71.04</b>	<b>\$ 71.04</b>	<b>\$ 147.53</b>	<b>\$ 129.77</b>	<b>\$ 132.50</b>

RIGHT OF WAY SERVICES										TOTAL HOURS	FEE PER TASK
<b>Project Management</b> <i>Up to 10 meetings, file and records maintenance, monthly status reports identifying work completed and delays or issues, project tracking, overall coordination of right of way activities</i>	50							4	15	69	\$11,727
<b>Pre-Negotiation Services</b> <i>Includes project plan review, appraisal, and title report review and prepare encumbrance reports</i>		20	20	20	20					80	\$7,213
<b>Appraisal Coordination</b> <i>Assumes 2 site visits with appraiser</i>			8	8						16	\$1,421
<b>Document Prep for Offer Packages</b> <i>Assumes 18 Residential Packages and 14 Commercial Packages; Create hard file and electronic versions for sharing</i>		10	40	40	30	50				170	\$13,907
<b>Acquisitions &amp; Negotiations</b> <i>Assumes 18 Residential Property Owners; Prepare administrative settlements; Post settlement activities will include coordination and submittal of final settlement agreements and payment vouchers to city for payment to owners, conveyance documents to city title company for closing and recording; Assist with activities associated with the 14 commercial parcels being negotiated by City</i>		100	210	210	100				15	635	\$57,587
<b>Assist with ROW Certification</b> <i>Coordinate certification activities for residential and commercial properties</i>	20									20	\$3,688
<b>Personal Property Only (PPO) Relocations</b> <i>Up to 3 PPO cases, 15 hours per displacement</i>	10				45					55	\$5,041
<b>Prepare Right of Way Funding Estimate</b> <i>Includes residential and commercial parcels</i>				35						35	\$2,989
<b>Relocation Plan</b> <i>To be completed using WSDOT's PPO Relocation Plan Template - Deviation of Procedures Request format for PPO Relocations - Includes Occupancy Survey for up to 3 impacted parcels</i>					16					16	\$1,137

<b>TOTAL LABOR</b>	<b>80</b>	<b>130</b>	<b>278</b>	<b>313</b>	<b>211</b>	<b>50</b>	<b>0</b>	<b>4</b>	<b>30</b>	<b>1096</b>	<b>\$104,709</b>
	\$14,753.07	\$14,561.55	\$25,633.46	\$26,726.15	\$14,988.91	\$3,551.88	\$0.00	\$519.09	\$3,974.97		

OTHER DIRECT COSTS	
Mileage (IRS allowable rate) - 80 miles r/t x 30 trips = 2,400 miles x .56 = \$1,344	\$ 1,350.00
Postage/Overnight Packages	\$ 250.00
Property Ownership and Real Estate Data	\$ 800.00
<b>TOTAL ODCs</b>	<b>\$ 2,400</b>

**TOTAL LABOR AND ODCs (NOT-TO-EXCEED) \$ 107,109**

**NOTE ABOUT WSDOT RATES:** The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year. Staff billing rates provided include the Federal Acquisition Regulation (FAR) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects. **Re-calculated rates will not affect the overall Not-to-Exceed amount as the budget will remain the same for the duration of the project unless an amendment is provided to services that are out of scope.**



## Cost Proposal Assumptions

1. Assumes 10 client meetings, monthly status report preparation, and related tasks.
2. Assumes 18 residential parcels with 18 unique owners are impacted.
3. Assumes appraisals and appraisal reviews will be provided by city.
4. Assumes coordination and attendance and 2 site visits with appraiser.
5. Assumes 18 partial acquisitions only, no full acquisitions. Acquisitions include partial fee takes, permanent utility easements, temporary construction easements (TCEs), and rights of entry for utility undergrounding.
6. Assumes Client will provide Right of Way document templates or Epic will use WSDOT Local Program templates.
7. Assumes Epic will prepare offer packages for 14 commercial properties where negotiations will be handled by the city.
8. Assumes legal descriptions and plat maps will be provided by the city.
9. Assumes eminent domain support will include impasse letters, and copies, owner files and diaries sent to the attorney. Additional eminent domain services can be provided for additional fee.
10. Assumes up to 3 Personal Property Only (PPO) relocations from residential properties.
11. Deposition, court testimony and expert witness fees are additional, to be compensated on a time and materials basis.
12. Assumes Status Tracker will be built and deployed for the City of SeaTac Airport Station Pedestrian Improvement with no on-going maintenance or configuration. Parcel status updates in the map application will be committed by project staff.
13. Assumes project has no delays and that scope can be completed within 8 months from NTP.

**PUBLIC WORKS CONSULTANT CONTRACT  
BETWEEN**

City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

AND

Epic Land Solutions, Inc.  
1920 Black Lake Blvd SW, Suite B  
Olympia, WA 98512

=====  
PROJECT: Airport Pedestrian Improvement Project - Appraisal Review Services  
Project #: ST-141  
=====

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 Epic Land Solutions, Inc., hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Contract and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Contract.

- |   |                                    |
|---|------------------------------------|
| #1 Employment                               | #9 Indemnification                 |
| #2 Scope of Services                        | #10 Insurance Requirements         |
| #3 Time for Beginning & Completion          | #11 Restriction Against Assignment |
| #4 Professional Standards                   | #12 Continuation of Performance    |
| #5 Compensation & Reimbursement of Expenses | #13 Termination of Contract        |
| #6 Records Inspection & Audit               | #14 Contract Administration        |
| #7 Ownership of Documents                   | #15 Construction & Venue           |
| #8 Equal Employment Opportunity             | #16 Merger & Amendment             |

IN APPROVAL, authorized representatives of the Parties to this Contract have signed below. This Contract shall become effective on the date of the last signature made.

CITY OF SEATAC  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Epic Land Solutions, Inc.  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Mary E. Mirante-Bartolo, City Attorney

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 subsequent task orders. The template for these task orders is shown in Exhibit A to this Contract.
3. TIME FOR BEGINNING AND COMPLETION. The Consultant shall not begin work under this Contract until authorized to do so in writing by the City. All work shall be completed by December 31, 2023. A contract amendment is required to extend the established completion date.
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 appraisal reviews and other work and materials furnished under this Contract.
5. COMPENSATION AND REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses as provided by Attachment "A" to this Contract. The Consultant will only be paid for the actual services rendered. The total expenses shall not exceed \$16,800.00. Consultant will only be paid for actual services rendered. A contract amendment is required to increase the total compensation amount.
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 the property of the City and shall not be property of the Consultant. Any reuse of such documents on or for any project other than that covered under this Contract shall be without liability or legal exposure to the Consultant.
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. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discriminatory requirement in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.
10. 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, to the extent caused by the Consultant's negligent 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. The duty to defend as required above shall mean Consultant will reimburse Client for its reasonable defense costs based on principles of comparative fault.

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.

The provisions of this section shall survive the expiration or termination of this Agreement.

11. INSURANCE REQUIREMENTS. 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 or appointed officials, officers, employees and volunteers 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 subcontractor's liability

Product and Completed Operations Liability

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

Primary-Non Contributory Additional Insured coverage for the City et.al.

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 Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

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.

12. RESTRICTION AGAINST ASSIGNMENT. 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.
13. 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.



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.

14. 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.

15. CONTRACT ADMINISTRATION. This Contract shall be administered by Christine Nickerson on behalf of the Consultant and by the City Engineer on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:

Florendo Cabudol, PE  
City Engineer  
City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

If to the Consultant:

Christine Nickerson  
Vice President of NW ROW Operations  
Epic land Solutions, Inc.  
1950 Black Lake Blvd SW, Suite B  
Olympia, WA 98512

16. 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, Washington.

17. 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.

Exhibit "A"

## **Airport Station Pedestrian Improvement Project (ST-141) – Appraisal Review Services**

*Created for City of SeaTac*

*Revised September 13, 2021*



**Epic Land Solutions, Inc.**  
Puget Sound Regional Office  
1950 Black Lake Blvd SW, Suite B  
Olympia, WA 98512  
(360) 350-4786  
epicland.com

## Project Understanding

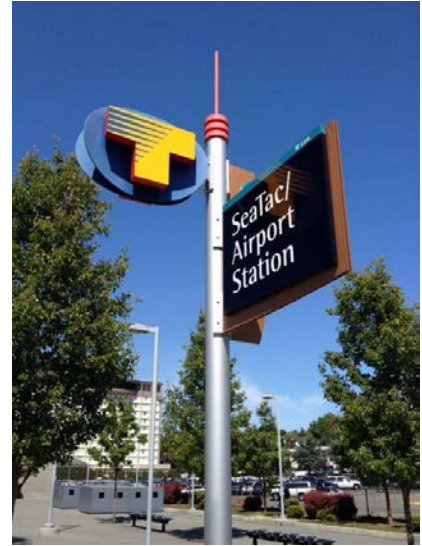
The City of SeaTac’s **Airport Station Pedestrian Improvement Project** (ST-141) will construct sidewalk and road improvements near the SeaTac/Airport Station Light Rail Station along part of S 176th Street, 32nd Avenue S, and S 180th Street. **4,000 ft of new sidewalks**, crossings, and ADA curb ramps will be installed in areas that do not currently have any pedestrian facilities and existing facilities will be improved to meet current ADA requirements. Various street sections will also be repaved or built-out to match the City’s urban design vision and complete streets goals. Capital improvements in the project include upgrades to curb, gutter, bike lanes, drainage, street/pedestrian lighting, and undergrounding overhead utilities.

The \$16.2 million project funded through SeaTac’s Neighborhood Sidewalk Program<sup>1</sup>, a \$500,000 System Access Grant from Sound Transit, a State Transportation Improvement Board (TIB) grant, and a federal FHWA grant. The pedestrian improvements are guided by the **City Center Plan Update Phase 1 Project Vision Report** prepared by the Community and Economic Development Department in 2020. The report outlines key objectives to grow economic opportunities, beautify public space, increase the mix complementary uses, and improve transportation circulation for the City Center district. This project, within the City Center district area, is unique in that it provides pedestrian and circulation improvements in both a dense commercial Airport Business District and multi-family residential areas.

### Appraisal Review Component Understanding

The City is seeking professional consulting services to perform real property valuations for potential acquisitions from up to 18 residential and 14 commercial zoned property interests. We understand that, due to the small acquisition area and uncomplicated nature of the 18 residential acquisitions, the City intends to achieve valuations and determination of Just Compensation for those properties to be obtained through the Administrative Offer Summary (AOS) process, to be performed by the City or a separate consultant. As allowable by WSDOT and FHWA guidelines, the AOS may be utilized in lieu of an appraisal summary report and accompanying appraisal review. As such, our team expects that the extent of Appraisal Review services required in this project will likely be limited the remaining 14 commercial properties.

The appraisal review services to be performed by the Epic Land Solutions, Inc. (EPIC) qualified appraiser team may include: reviewing condemnation appraisals of total and partial acquisitions of fee simple property, permanent and temporary acquisitions, and associated services. The design is not anticipated to require the full acquisition of any parcels, nor displace any homes or businesses. EPIC’s foremost role as an appraisal reviewer is to ensure conformance of the appraisal report with guidelines established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of The Appraisal Institute, WSDOT Right of Way Manual, and FHWA where applicable.



*Sound Transit’s SeaTac/Airport Station Light Rail Station at the corner for International Boulevard and S 176<sup>th</sup> Street.*



*The City Center Plan visioning and urban design framework focuses on creating attractive public spaces and sidewalk improvements.*

<sup>1</sup> SeaTac’s Neighborhood Sidewalk Program funds the construction of sidewalks in the city’s residential neighborhoods through an annual City Council selection process, with the goal of constructing 12 miles of sidewalk within a twenty year period. (Source: City of SeaTac Draft Safe & Complete Streets Plan, 2013 Joint APA-PAW Awards Program Nomination report, [https://www.washington-apa.org/assets/2013\\_jt\\_apa-paw\\_seatac\\_submission.pdf](https://www.washington-apa.org/assets/2013_jt_apa-paw_seatac_submission.pdf))

## Approach to Scope of Services

### Project Management

It is EPIC's privileged responsibility to represent the City of SeaTac in a professional and respectful manner. **Project Manager and Chief Review Appraiser for this contract, John Arney, MAI**, will work closely with the City of SeaTac staff to review project assignments and establish lines of communication, procedures, and protocols to ensure the project is on track to reach goals.

### Pre-Appraisal Review Consultation & Coordination with Project Appraiser

At the beginning of the appraisal review assignment, EPIC will meet with the project appraiser, the City of SeaTac, and relevant stakeholders to understand assumptions and what information will or will not be available to the appraiser. EPIC appraisers encourage open communication and cooperation throughout the appraisal process for efficient approach and sound methodology. (For example, exploring the reason for any Extraordinary Assumptions early in the process will allow for a proper understanding of methodology by the reviewer before the report is received.) It is beneficial for the project appraiser and appraisal reviewer to stay in close coordination throughout the appraisal process to discuss best practice and preferred methodology for approaching various appraisal problems.

### **SCHEDULE-SAVING STRATEGY**

WSDOT recommends that the review appraiser join the project appraiser at the original site inspection for complex property appraisals. Project Manager, John Arney, MAI, will coordinate early with the Project's Appraiser to understand any anticipated complex appraisal. When there are significant impacts to improvements (such as significant parking impacts, reduction in access damages, or if the building is impacted by the right of way take area), EPIC will plan to join the original site inspection with Project Appraiser.

### Appraisal Review and Regulatory Compliance

EPIC will provide review services on appraisals prepared by third-party appraisers in full compliance with Standard 4 of the USPAP. Federal requirements for appraisal review are found in *49 CFR Section 24.104*. The regulations require that acquiring agencies have an appraisal review process and that a qualified review appraiser examine all appraisals to assure they meet applicable appraisal requirements; seek any necessary corrections or revisions to the appraisal, and identify each report reviewed as recommended, accepted, or not accepted for use in establishing just compensation.

In short, it is the review appraiser's responsibility to determine if the appraisal report contains accurate data, adequate documentation, and appropriately supported conclusions. The review appraiser should ensure consistency throughout the appraisal review process among the property valuations on a project-wide basis. (For example, two residences, which are similar in most respects and from which the agency is making similar acquisitions for a single project, should be appraised and valued consistently.)

EPIC process to complete a review assignment will follow these procedures:

- 1** **Read the report to ensure general consistency** with the USPAP and any other client-identified standards.
- 2** **Check all information** in the appraisal including the subject property and market data.
- 3** **Re-verify any information** which does not appear to be consistent with information known by the review appraiser. This involves review comparable sales included in the appraisal report.

- 4** **Re-read the appraisal report** in a more detailed fashion noting any problems or deficiencies.
- 5** **Contact the appraiser**, by telephone and in writing (email) with any issues which need clarification, or which need amending in the appraisal report.
- 6** **Request amendments** as necessary.
- 7** **Ensure the appraiser re-submits the appraisal report correcting any issues** that needed to be corrected.
- 8** **Compose and submit an appraisal review report** that complies with Standard 3 of the USPAP and submit the review report along with the amended appraisal to City of SeaTac.

## Examination Checklist

The review appraiser examines the appraisal report to determine that it:

- Follows accepted appraisal principles and techniques in the valuation of real property in accordance with State and Federal Requirements,
- Has been completed in accordance with the City’s appraisal specifications,
- Contains or refers to the information necessary to explain, substantiate, and thereby document the conclusions and estimate of fair market value,
- Contains an identification or listing of the buildings, structures, and improvements on the land as well as the fixtures considered part of the real property and items identified as personal property,
- Includes consideration of compensable items, damages, and benefits, if any, and does not include compensation for items non-compensable under State law, and
- Contains an estimate of fair market value for the acquisition and, for partial acquisitions, an allocation of the estimate of fair market value for the real property and for damages, if any, to the remaining property.

## Technical Appraisal Review Report

To complete the appraisal review assignment, EPIC will compose and submit an appraisal review report that complies with Standard 4 of the USPAP and submit the review report along with the amended appraisal to the City of SeaTac. The organization of our reports are derived from WSDOT’s Guide to Appraising Real Property and closely follow suggested WSDOT formats, depending on property type, while ensuring compliance with USPAP, providing first an overview letter with clear indication of the appraisal value of a property or impact in question.

## Data Services

EPIC maintains access to county- and municipal-level websites for zoning, general plan and other public information related to any appraisal assignment. To provide a thorough analysis, EPIC subscribes to various sources of data for completion of appraisal assignments including Costar, LandVision, and RealQuest Pro.



## Mediation & Trial Experience

The majority of EPIC’s clients are agencies with the power of eminent domain rights. The team conducts appraisal services with the possibility of supporting eminent domain in mind and will use the review process to advise that appraisal reports address the unique considerations of eminent domain rights. Our team are experienced with providing litigation and/or mediation support and have appeared as expert witnesses in a broad range of judicial and quasi-judicial settings. Project Manager and Chief Review Appraiser, John W. Arney, MAI, has qualified as an expert witness for King County in the Superior Court of Washington.



## Project Controls for Appraisal Review Delivery

### Quality Control

EPIC has developed an extensive Quality Management Plan (QMP) that serves as the backbone for every project. EPIC appraisers are very thorough in their QA/QC processes, following all USPAP and WSDOT guidelines, even if not necessarily required for a project. Electronic access to EPIC's progress can be provided to the City of SeaTac for real-time visibility into project progress.

### Schedule Control

Upon receipt of an assignment, EPIC will confirm a mutually-agreeable timeframe with the City of SeaTac. Beginning with the City of SeaTac's project schedule, EPIC will create a detailed timeline to ensure all deadlines are clear, identify all risks to the project schedule, and provide the City of SeaTac with options to aid in avoiding unnecessary delays. As scheduled by the team's dedicated appraisal coordinator, the EPIC team will meet regularly throughout the project to verify the schedule and ensure target dates remain feasible. To overcome any hurdles to delivering a timely appraisal review, we encourage our clients to provide appraisal reports and supporting information, such as comparable sales reports, title reports, legal descriptions, plat maps, and property owner contact information, at the start for the appraisal review assignment to start promptly and avoid delays. As a service provider specializing in on-call contracts, we are adept at handling variable schedule and demands. The EPIC team meets regularly throughout a project to verify the schedule and ensure target dates remain feasible.

### Cost Controls

EPIC staff strive to meet deadlines to assure the project stays on schedule and within budget and have instilled a culture of best practices that have led to a high level of satisfaction from clients. "Visibility" is a key element of EPIC's multi-layered approach to internal cost control/containment. EPIC ensures the budget, scope assumptions, and timeline are all clearly defined at the beginning of the project. To stay on track of project criteria, EPIC uses BST Global Business Management software for time-and-materials bookkeeping and resource management tracking. BST Global is the best-in-class resource management and customer billing platform for the architecture, engineering, and environmental consulting industry. We use the system to track staff hours, budgets, and accounts receiving related to ongoing property management contracts with all our public agency clients throughout Washington. At any point, EPIC's project managers and company leadership can view the time being spent on any individual project. Managers review and approve all invoices. Appraisers are based in Olympia near the project location, which will minimize costs.

### Progress Reporting

EPIC can provide the City of SeaTac with a monthly budget report. Generally, clients will request either weekly or bi-weekly updates and progress reports on Projects. This is a standard request and EPIC has always maintained that this communication assures the Project will be completed on time, and any issues can be dealt with quickly. Principal-In-Charge, Christine Nickerson, SR/WA, as weekly update calls with the project manager and/or lead appraiser. Notes from meetings are distributed to the appraiser, project manager, and the client with action items noted and questions detailed. These meetings have allowed the project to stay on-time and on-budget, with everyone pleased with the progress that is being made.

## Cost Proposal

The following cost proposal assumes all costs necessary to complete the scope of work as defined in the RFP, which is to provide up to 14 appraisal reviews for 14 commercial property interests subject to eminent domain and FHWA funding. This cost proposal is provided as a flat, fixed fee. This pricing structure ultimately benefits the City of SeaTac due to the variation in complexity and hourly labor per appraisal review.

Project Deliverable	Total Cost (Fixed Fee)	Fixed Cost Per Appraisal Review
14 Appraisal Reviews	\$16,800	\$1,200 per review

### Cost Proposal Assumptions

1. The cost proposal **includes** all overhead (fixed costs) and typical variable costs for completing an appraisal assignment such as mileage, travel, hotel accommodations, meals, copies, market data, etc.
2. Assumes completion of work within 4 months assuming appraisal reports will be delivered to Epic Land Solutions on-time.
3. The fee quoted assumes that construction plans, appraisal right-of-way maps, legal descriptions and plat maps, grant deed document language, TCE time periods, title report and underlying documents, survey of the property, previous appraisals, engineering studies, environmental assessments, all information regarding the operation of the properties in the possession of the City of SeaTac, all correspondence with the property owner, etc. will be provided at the time the appraisal work is to commence.
4. Fees represents the cost of the basic Appraisal Review service. Any additional work requested such as additional analysis, meetings, presentations, testimony at deposition or trial, and preparation for testimony, will be paid based on time expended.
5. The fees do not include fees for any other professionals such as environmental engineers, specialty appraisals (FFE, Business Valuation), accounting, arborists, utility specialists, etc.
6. Appraisal reviews shall be performed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the WSDOT Manual relating to Appraisals, and the Appraisal Institute's Code of Ethics, where applicable.

### No Additional Reimbursable Costs

The cost proposal provided above is offered as a flat, fixed fee. As a standard practice, the fixed fee **includes** all variable expenses and direct costs for completing an appraisal assignment such as mileage, travel, hotel accommodations, meals, copies, delivery services, market data, etc.

### Hourly Rates for Professional Staff

Epic Land Solutions, Inc. appraisal services are typically quoted and invoiced as a flat, fixed fee and not on a labor time-and-materials basis to avoid unnecessary accounting expenses. The next two pages includes EPIC's WSDOT approved staff billing rates and audited overhead rate to comply with the RFP's requirement to provide hourly staff billing rates. The provided staff hourly rates are approved for state and federally funded projects.

**PUBLIC WORKS CONSULTANT CONTRACT  
BETWEEN**

City of SeaTac

AND

McKee Appraisal Real Estate Services  
& Consulting, Inc.

4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

1200 6<sup>th</sup> Ave, Suite 1805  
Seattle, WA 98101

=====  
PROJECT: Airport Pedestrian Improvement Project – Appraisal and Administrative  
Offer Summary Services

Project #: ST-141  
=====

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 McKee Appraisal Real Estate Services & Consulting, Inc., hereinafter referred to as the "Consultant", on the following terms and conditions in conjunction with the project indicated above.

The performance of the professional services described here, as well as payment for such services, shall be on the terms and conditions presented in this Contract and the following Sections which are attached and incorporated by reference which, taken together, shall constitute the whole Contract.

- |   |                                    |
|---|------------------------------------|
| #1 Employment                               | #9 Indemnification                 |
| #2 Scope of Services                        | #10 Insurance Requirements         |
| #3 Time for Beginning & Completion          | #11 Restriction Against Assignment |
| #4 Professional Standards                   | #12 Continuation of Performance    |
| #5 Compensation & Reimbursement of Expenses | #13 Termination of Contract        |
| #6 Records Inspection & Audit               | #14 Contract Administration        |
| #7 Ownership of Documents                   | #15 Construction & Venue           |
| #8 Equal Employment Opportunity             | #16 Merger & Amendment             |

IN APPROVAL, authorized representatives of the Parties to this Contract have signed below. This Contract shall become effective on the date of the last signature made.

CITY OF SEATAC

McKee Appraisal

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Mirante-Bartolo, City Attorney



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 subsequent task orders. The template for these task orders is shown in Exhibit A to this Contract.
3. TIME FOR BEGINNING AND COMPLETION. The Consultant shall not begin work under this Contract until authorized to do so in writing by the City. All work shall be completed by December 31, 2023. A contract amendment is required to extend the established completion date.
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 appraisal services furnished under this Contract.
5. COMPENSATION AND REIMBURSEMENT OF EXPENSES. The City shall pay to the Consultant compensation and expenses as provided by Attachment A to this Contract. The Consultant will only be paid for the actual services rendered. The total expenses shall not exceed \$105,800.00. Consultant will only be paid for actual services rendered. A contract amendment is required to increase the total compensation amount.
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 the property of the City and shall not be property of the Consultant. Any reuse of such documents on or for any project other than that covered under this Contract shall be without liability or legal exposure to the Consultant.
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. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant shall strictly abide by all local, state and federal equal employment opportunity laws and policies relating to the establishment of non-discriminatory requirement in hiring and employment practices, and assuring the service of all clients, customers or involved members of the public without discrimination.
  
10. 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, to the extent caused by the Consultant's negligent 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. The duty to defend as required above shall mean Consultant will reimburse Client for its reasonable defense costs based on principles of comparative fault.

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.

The provisions of this section shall survive the expiration or termination of this Agreement.

11. INSURANCE REQUIREMENTS. 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 or appointed officials, officers, employees and volunteers 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 subcontractor's liability

Product and Completed Operations Liability

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

Primary-Non Contributory Additional Insured coverage for the City et.al.

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 Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

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.

12. RESTRICTION AGAINST ASSIGNMENT. 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.
13. 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. 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.

14. 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.
15. CONTRACT ADMINISTRATION. This Contract shall be administered by Haile Freeman on behalf of the Consultant and by the City Engineer on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:

Florendo Cabudol, PE  
City Engineer  
City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

If to the Consultant:

Haile Freeman  
Business Manager  
McKee Appraisal  
1200 6<sup>th</sup> Ave, Suite 1805  
Seattle, WA 98101

16. 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, Washington.
17. 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.

# Exhibit A

## Cost & Scope

We have briefly reviewed the individual properties identified for partial acquisition.

### Cost for Commercial Property Narrative Appraisals

We will start the cost proposal with the commercial acquisitions. We briefly summarize the properties as follows:

<b>Commercial Narrative Appraisals</b>					
<b>Parcels and potential Larger Parcels</b>					
Project Parcel No. <small>↓↑</small>	APN <small>↓</small>	Name: <small>↓</small>	Type: <small>↓</small>	Use: <small>↓</small>	Larger Parcel No. <small>↓</small>
3	<a href="#">1012600155</a>	Masterpark	Comm.	Airport Parking	<b>1</b>
4	<a href="#">1012600160</a>	Masterpark	Comm.	Airport Parking	
5	<a href="#">1012600165</a>	Masterpark	Comm.	Airport Parking	
6	<a href="#">1012600175</a>	Masterpark	Comm.	Airport Parking	
7	<a href="#">1012600185</a>	Masterpark	Comm.	Airport Parking	
8	<a href="#">1012600190</a>	Masterpark	Comm.	Airport Parking	
9	<a href="#">1012600195</a>	Masterpark	Comm.	Airport Parking	
10	<a href="#">2823049183</a>	Windsor Heights Apts	Comm.	Apartment	<b>2</b>
11	<a href="#">2823049186</a>	Windsor Heights Apts	Comm.	Apartment	
12	<a href="#">2823049178</a>	Windsor Heights Apts	Comm.	Apartment	
13	<a href="#">2823049185</a>	176th LLC Vacant Land	Comm.	Land	<b>3</b>
14	<a href="#">2823049189</a>	7-Eleven	Comm.	Retail	<b>4</b>
15	<a href="#">2823049172</a>	3100 Bld	Comm.	Office	<b>5</b>
16	<a href="#">2823049182</a>	Clarion	Comm.	Hotel	<b>6</b>
17	<a href="#">2823049050</a>	PSE substation	Comm.	Utility	<b>7</b>
18	<a href="#">2823049049</a>	Sound Transit	Comm.	Transit	<b>8</b>
19	<a href="#">3323049170</a>	Hilton	Comm.	Hotel	<b>9</b>
21	<a href="#">3323049008</a>	STOC LLC Parking Lot	Comm.	Office Parking	<b>10</b>
25	<a href="#">3423049061</a>	Hunt Club	Comm.	Apartment	<b>11</b>
26	<a href="#">3423049070</a>	Carriage House	Comm.	Apartment	<b>12</b>
27	<a href="#">3423049007</a>	Shannon South	Comm.	Apartment	<b>13</b>
28	<a href="#">3423049071</a>	Sky View	Comm.	Apartment	<b>14</b>
29	<a href="#">3423049069</a>	Sky View	Comm.	Apartment	
30	<a href="#">3423049145</a>	Sky View	Comm.	Apartment	
31	<a href="#">3423049163</a>	Sky View	Comm.	Apartment	
32	<a href="#">3423049098</a>	Marriot	Comm.	Hotel	<b>15</b>
33	<a href="#">5379806510</a>	Sky Harbor Terrace	Comm.	Apartment	<b>16</b>

## Exhibit A

These properties encompass 3 different land zonings, and a number of distinct current uses, providing some complexity and eliminating some potential economies of scale. Several of the properties have extensive larger parcels that will need appraisal, beyond the boundaries of the identified acquisition parcels.

In the RFP you identify a likely quantity of 14 appraisals, relative to our outline of 16 likely larger parcels. It is possible or likely that the two appraisals of properties owned by other public agencies (PSE and Sound Transit) are to be excluded. Please note that we have extensive experience in appraising public agency transfers with both agencies as intended users of the appraisal, as a possible extension to the primary work for the privately-owned parcels. The RFP outlines a preference for bulk pricing, which means that you would use a single vendor for all of the commercial properties.

The primary determinant in the scope of work and effort needed for partial acquisition of a commercial property is the complexity of the acquisition: in situations where the corridor acquisition is of a strip of frontage land for either temporary or permanent acquisition, if the “strip” to be acquired is say perimeter landscaping only, then the property may not suffer any complex severance damages, and the appraisal scope may be simplified. Many appraisers would use a “strip” type methodology based on an assessment that the other building and site improvements are “not impacted and not appraised”. You have requested “*Before & After WSDOT Narrative Appraisal reports*”. This does not suggest that an appraiser might not want to ignore the improvements for cost effectiveness. Chapter 4 of the WSDOT ROW Manual indicates:

*There may be situations where the improvements on the subject property are not affected in any manner by the acquisition. A specific instruction from the Region Appraisal Supervisor is required when such improvements do not need to be appraised. A copy of those instructions is to be placed in the Addenda to the report.*

It is not entirely clear what process would be used to obtain the permission from the Region Appraisal Supervisor, but for the purpose of this initial proposal (subject we assume to modification during the selection and negotiation process if appropriate) we assume that such permission would likely be granted for just about half of the commercial appraisals. This would avoid having to appraise a major office building and several apartments, potentially, as the appraisal of just the land would be simpler and less costly.

All appraisals would require that the owner is offered an opportunity to accompany the appraiser on an inspection of the property. While the inspection is not mandatory, it is our experience that similar commercial property owners would normally accept the offer, and we anticipate mutual inspection which would also include the review appraiser and acquisition agent if they were available. In our experience it might also be beneficial to include a project engineer to further explain or answer owner questions when the issues are more complex.

The appraisal of TCEs is a complex issue, requiring essentially a separate valuation under the appropriate procedures specified by the Washington State Pattern Jury Instructions covering eminent domain appraisals. Defining the rights, durations, and timeline windows for the temporary acquisitions is critical, and we anticipate working closely with SeaTac or their agents

## Exhibit A

to ensure that the appraisal includes a proper understanding, communication, and appraisal treatment of the easements. In our opinion TCEs are rarely “complex” from an appraisal viewpoint (partly because they are temporary), but instead of value market rent and rent diminution must be measured. This requires land rent or building income assessment, and the consideration of rent disruption for onsite construction activities during the various phases of the larger project.

Some of the situations for both permanent and temporary taking appear quite complex, and will require careful consideration of issues such as the disruption, rent/income loss and circulation changes for parking fields (both on airport parking operations, and on apartment, office and commercial properties), and changes to view or access due to proximity issues. We are expert in these areas and rely on our expert studies and a careful assessment of the individual issues for each property. We also rely on the assistance for more complex access and parking reconfiguration costs from project engineers or consultants, and have not accounted for the company incurring any specialist costs for parking, access or sign relocation subconsultants in this proposal. A narrative appraisal report will be complex in these situation, and will need support from multiple approaches and methodologies.

For the purpose of this preliminary proposal (in the absence of detailed right of way plans and easement documents, which could clarify some of the scope issues, but in conjunction with our best estimate at this time based on the information you have provided), based on our review of the available project documents, the RFP, and a review of the situation of each parcel, we will assume that ten of the appraisals are simple in scope and methodology at an average cost of about \$5,000, and four will be complex at an average cost of \$9,000. The overall average cost for 14 appraisals would be \$86,000 as follows:

Appraisal Type	Count	Cost	Total Fee
Before & After WSDOT Narrative Appraisal - Commercial	14	\$6,143	\$86,000

### Cost for House Property Administrative Offer Summaries

The RFP indicates that we should assume the 18 residential acquisitions are uncomplicated and less than \$25,000 in value loss, so that Administrative Offer Summaries should be prepared. These waiver valuations are strictly defined in Chapter 4, but are generally much simpler due to the lesser scope and the simple nature of the acquisitions. We have performed many AOS valuations and are familiar with their requirements and cost. We propose overall pricing at an average \$1,100 per AOS, or \$19,800 total for the 18 valuations:

Appraisal Type	Count	Cost	Total Fee
Administrative Offer Summary (AOS) - Single Family Residential	18	\$1,100	\$19,800

# Exhibit A

## Total Appraisal Cost

We have prepared a cost proposal based on the project map provided, other publicly available information, and our past experience with similar projects. It is our understanding that the right of way plans are not yet complete, which limits our ability to assess scope of work and provide a precise parcel-by-parcel cost estimate. One significant limitation in not having ROW plans and easements to review prior to preparing a cost proposal is that temporary easements are not shown, and easement terms are not yet available. Based on our best estimate and understanding of the preliminary project information, we propose the following:

Appraisal Type	Count	Cost	Total Fee
Before & After WSDOT Narrative Appraisal - Commercial	14	\$6,143	\$86,000
Administrative Offer Summary (AOS) - Single Family Residential	18	\$1,100	\$19,800
<b>Total</b>	<b>32</b>		<b>\$105,800</b>

This estimate for appraisal services includes the following assumptions:

- Acquisition areas and rights acquired will not significantly impact subject access or utility, and access will be reasonably maintained to the larger parcels.
- We have not included any additional cost for professional assistance (such as architecture, cost estimate specialists, parking layout, or sign experts). If the services of specialist experts are needed, we could directly hire and administer this expertise, and would pass on the actual cost incurred.
- 14 Before & After WSDOT Narrative Appraisal reports will be required for commercial subjects with four complex and ten straightforward with no significant permanent impact to the remainder, and with permission to appraise the land before and after without appraising the substantial building improvements.