

GCB 3695
INTERLOCAL AGREEMENT BETWEEN
WSDOT / City of SeaTac

This INTER LOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of SeaTac (CITY), individually referred to as the "Party" and collectively referred to as the "Parties."

RECITALS

- A. Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the Puget Sound Gateway Program (PROGRAM).
- B. In 2015 the Washington State Legislature funded the construction of the PROGRAM through the Connecting Washington revenue package.
- C. As part of the PROGRAM, WSDOT is constructing the SR 509 Completion Project (PROJECT) that extends SR 509 to I-5 near Kent/Des Moines, adds a southern access point near Sea-Tac International Airport, and improves service between industrial districts by allowing general purpose traffic and trucks to bypass I-5, SR 99, and local streets.
- D. The PROJECT included improvements to S 204th Street from 32nd Avenue S to 34th Avenue South. The City of SeaTac has programmed a project for this same area. The CITY and WSDOT met several times and developed a strategy that will allow both projects to progress and eliminate removal and replacement work in this area.
- E. WSDOT agrees to assign the PROJECT's scope of work on S 204th Street from 32nd Avenue S to 34th Avenue South to the CITY. WSDOT further agrees to compensate the CITY for this work.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A and B, that are incorporated and made a part hereof, it is mutually agreed as follows:

1. General

- 1.1 This Agreement quantifies the WSDOT's financial commitment to be applied towards the S. 204th Street Road improvements portion of construction of the PROJECT as described, or substantially similar to, in the scope of work and shown on the proposed plans in Exhibit A.
- 1.2 The cost estimate for the improvements detailed in Exhibit A is shown in Exhibit B.
- 1.3 After construction, the CITY will maintain all improvements on S 204th Street, including sidewalks, illumination, and stormwater facilities.

2. Payment

- 2.1 The CITY will invoice WSDOT for the S. 204th Street Road improvements in one payment of not to exceed One Million Six Hundred and Forty One Thousand Three Hundred Eighteen Dollars (\$1,641,318) upon notice of substantial completion. The WSDOT will pay the invoice within thirty (30) days of receipt from the CITY, provided that the Work has been properly invoiced and that such invoice and supporting documentation has been reviewed and approved by WSDOT.

3. Contract Administration

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the CITY Public Works Director, or his designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

4. Indemnification

To the extent permitted by law, WSDOT and the CITY shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, agents, contractors, subcontractors and consultants while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions in connection with the performance of the Work to be performed pursuant to this Agreement. Neither WSDOT nor the CITY will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party their respective officers, officials, employees, agents, contractors, subcontractors and consultants. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the CITY, their respective officers, officials, employees, agents, contractors, subcontractors and consultants the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the CITY's own negligence, or the negligence of their respective officers, officials, employees, agents, contractors, subcontractors and consultants. WSDOT and the CITY agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the CITY, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of title 51 RCW. In the event that WSDOT or the CITY incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

5. Venue

- 5.1 In the event that either Party deems it necessary to institute legal action or proceedings

to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

6. Contacts and Notices

- 6.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

CITY Project Manager shall be:

Will Appleton, P.E.
Public Works Director
City of SeaTac
4800 S. 188th Street
206.973.4741
Email: wappleton@seatacwa.gov

WSDOT Project Manager shall be:

Andrey Chepel
SR 509 Project Engineer WSDOT
999 Third Avenue, Suite 2300
Seattle, WA 98104
Phone (206) 805-2978
Email: CHEPELA@wsdot.wa.gov

7. Amendment

This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8. Severability

- 8.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

9. No Third-Party Beneficiaries

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

10. Audits/Records

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. The CITY shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the CITY require copies of any records, it agrees to pay the costs thereof. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination

of this Agreement. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

11. Counterpart and Electronic Signature

11.1 This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature and waives any defenses to the enforcement of this Agreement based upon the form of signature.

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

CITY OF SEATAC

Carl C Cole

By (print):

[Signature]

Signature:
Carl Cole
City Manager
City of SeaTac

08/09/2022

Date:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

John H. White, P.E.

By (print):

John White

Signature:
John White

Gateway Program Administrator

August 22, 2022

Date:

APPROVED AS TO FORM:

Mary Mirante Bartolo

By (print):

Mary Mirante Bartolo

Signature:
City of SeaTac Attorney

8-4-2022

Date:

APPROVED AS TO FORM:

Greg Bowman

By (print):

[Signature]

Signature:
Assistant Attorney General

8-11-2022

Date:

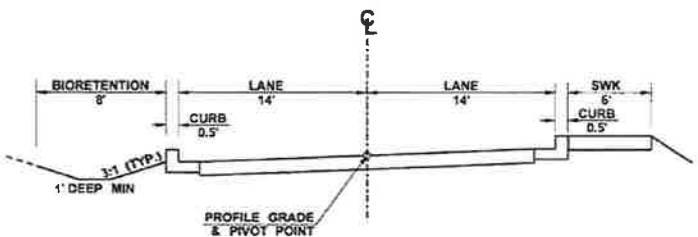
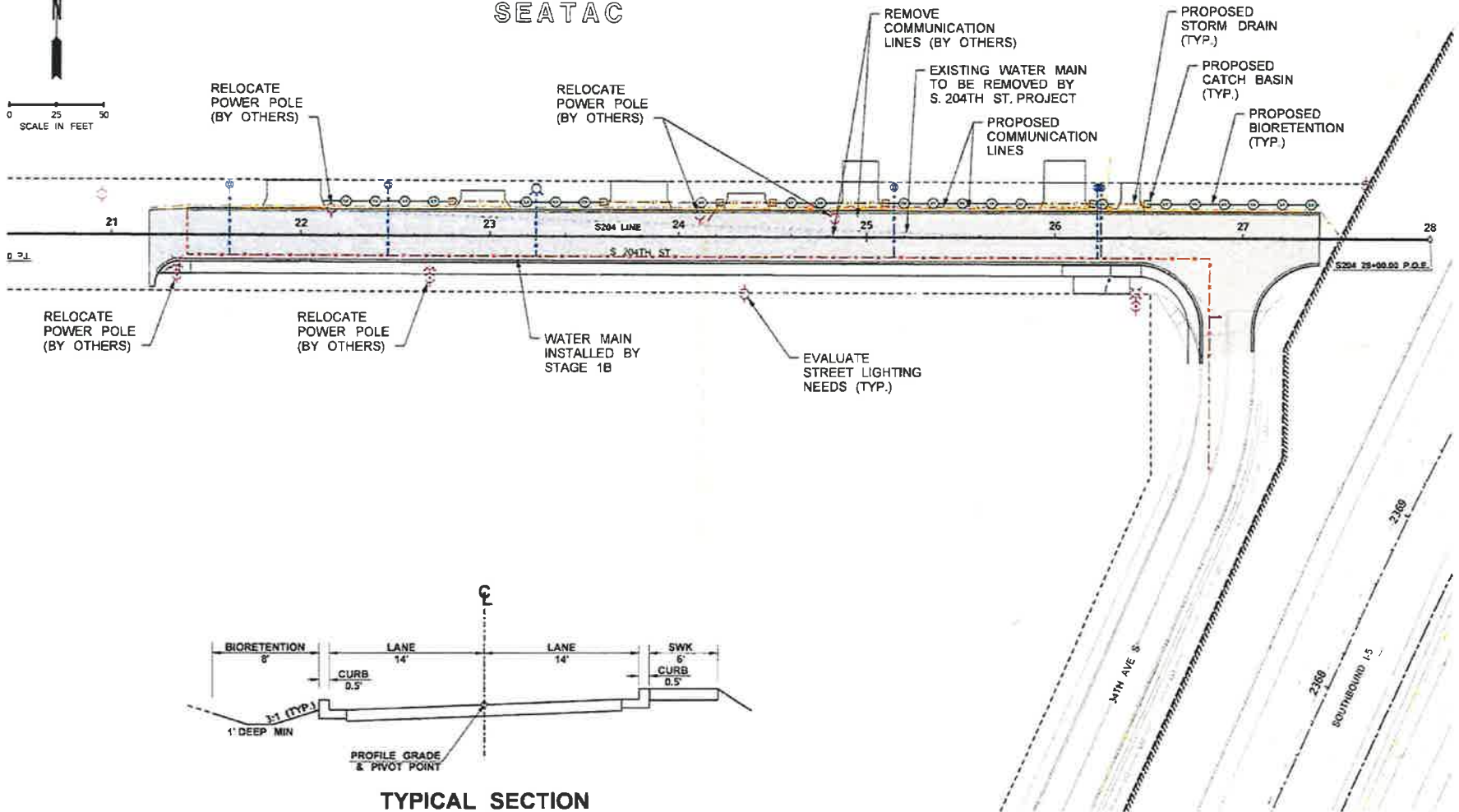
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Exhibit A
Scope of Work

The CITY will design and construct all improvements on S. 204th Street from 32nd Avenue S to 34th Avenue S, for which the WSDOT agrees to pay for, including:

- Roadway section will be Twenty-eight feet (28 feet) and will include new pavement or a pavement overlay within the limits of the improvements.
- The south side will have a curb and a six-foot sidewalk.
- The north side will have a curb and a linear bioretention facility. If linear bioretention facilities are not installed, alternative water quality treatment facilities will be installed along with landscaping and street tree elements that align with City standards.
- Installation of street lighting on S. 204th Street from 32nd Ave S to 34th Ave S.
- No additional right-of-way is needed for improvements on this road.

All lighting and stormwater facilities along the CITY streets will be owned, maintained and operated by the CITY at their expense.

CITY OF SEATAC



TYPICAL SECTION
S204 21+20 - 27+40

S. 204TH ST.
CONCEPTUAL PLAN
NOT FOR CONSTRUCTION

DATE: 4/18/2023 PRINTED BY: hessers
 FILE NAME: c:\users\hessers\appdata\local\temp\155862\155862.dwg; 204th Work.dwg
 MODEL NAME: Detail

**Exhibit C - SeaTac 204th Street Improvements
Estimated Costs**

Item No.	Item Description	Cost
Construction (CN)		
1.0	Construction Cost	1,100,817
Note: These costs include all applicable mark ups.		
Total Estimated Construction (Current Year)		1,100,817
Sales Tax		
2.0	Sales tax (10.1%)	111,183
2.1	Construction Engineering and Inspection (20%)	220,163
2.2	Standard Contingency (4%)	44,033
2.3	Final Design Cost (15%)	165,123
TOTAL PROJECT COST		1,641,318