



Transportation and Public Works Agenda

January 11, 2024, 5:30-6:30 PM
SeaTac City Hall – City Council Chambers
Hybrid Meeting

Councilmembers:
Chair Kwon
Mayor Simpson

A quorum of the Council may be present.

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

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” channel 1 grey box.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	
2	Roll Call of Committee Members	Take Attendance	Chair	2 min.
3	Prior Minutes to approve	Approve Minutes of December 14, 2023	Committee	3 min.
4	<p>PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. 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"> • Instructions for providing remote oral public comments are located at the following link: Council Committee and Citizen Advisory Committee Virtual Meetings. • Submit email/text public comments to TPWpubliccomment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website. 		Chair	5 min.
5	SR509 Completion Project, Phase 2 – Memorandum of Understanding with WSDOT (AB6336)	Discussion/Action	Will Appleton	15 min.

6	Approve Amendment to Perteet Agreement for ST-134 South 204 th Street Improvements (AB6340)	Discussion/Action	Brenton Cook	15 min.
7	Public Works Department Update	Update	Will Appleton	5 min.
8	Adjourn			



MEMORANDUM

To: Transportation and Public Works Committee

From: William Appleton, Public Works Director

Date: 1/11/24

Subject: SR509 Phase 2 – Memorandum of Understanding between SeaTac and WSDOT

Purpose:

To provide an overview of the final draft agreement (Memorandum of Understanding “MOU”) between the City of SeaTac and the Washington State Department of Transportation (Parties) for Phase 2 of the SR509 Completion Project.

Background:

A Design-Build contract for Phase 2 of the SR509 Completion Project will be awarded by WSDOT in 2023 for construction in 2024. In advance of WSDOT proceeding with requests for proposals from firms, it is appropriate for the Parties to develop and enter into an agreement that documents understandings around project development and coordination including environmental approaches, construction approaches, property rights and permitting, payments and costs, and dispute resolution. The attached agreement has been through several additional iterations following this Committee’s review and approval in March of 2023, which is why the agreement is back before committee for consideration. Changes since the last review, while minor in nature, focused on the following areas:

- Administrative cleanup.
- Refining the configuration of the S 192nd St Bridge and transition of improvements.
- Refining how S 194th Street shall be terminated.
- Specifying design speeds for the basis of design
- Refining the number and type of conduits to support infrastructure in the center of the future roundabouts at S 188th St and SR509.

The agreement is now in final form. No substantial changes are expected prior to finalizing the agreement. A similar agreement was entered into for Phase 1 of the SR509 Completion Project.

To see WSDOT video files of the SR509 Completion project, please go to:

<https://engage.wsdot.wa.gov/sr509-spring2022/project-introduction/#fz6PGrNRaGM>

Options/Recommendation:

Staff is seeking a recommendation from committee to forward the attached agreement to full Council for consideration and approval.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
Washington State Department of Transportation
AND
CITY OF SEATAC**

This MOU is entered into by and between the Washington State Department of Transportation (“WSDOT”) and City of SeaTac (“City”), each a “Party” or collectively the “Parties.”

1. BACKGROUND

- A. WSDOT is a state agency authorized to plan, design, construct, operate and maintain highways in the State of Washington;
- B. City is a local agency authorized to plan, design, construct, operate and maintain streets and alleys within their corporate boundaries in the State of Washington;
- C. The Parties previously entered into agreement GCB 3068 establishing the City’s financial participation in Local Agency Partner contributions to the Puget Sound Gateway Program (“Program”) and the City’s participation in design coordination and concurrence during implementation of the Program.
- D. WSDOT is planning the construction of the *SR 509/24th Avenue S to S 188th Street – New Expressway Project* (“Project”), also known as the *SR 509 Completion Project Stage 2*, and portions thereof lie within the City corporate boundary. The City has certain design requirements or requests to be incorporated into the construction of the Project, which include historic markers, shared-use path, roundabout (RAB) finishes, infrastructure for future City gateway features within the S 188th Street interchange, S 194th Street forward compatibility, signage on Des Moines Memorial Drive (DMMD), streetscape approaching the S 192nd Street overcrossing, and local road closure allowances.
- E. In instances where the WSDOT Project conflicts with any city street utility facilities (Facilities), WSDOT may not expend motor vehicle funds for any relocation, modification or removal (hereinafter collectively “Relocation”) of the Facilities in conflict with the Project, unless those Facilities occupy the public right-of-way (“ROW”) or public fee property pursuant to a compensable property interest (hereinafter collectively “Easement”). The utility owner will be responsible for Relocation costs of Facilities without an Easement right.
- F. The Parties enter into this MOU with a mutual understanding that, notwithstanding the Parties’ execution and performance under this MOU, each Party reserves all rights, claims, remedies, and defenses related to any payment made under this MOU, including, without limitation, the right to seek reimbursement of any amounts paid by a Party in connection with this MOU.
- G. WSDOT executed Trail Lease TR-07-14272 January 4, 2023 with the City for operating and maintaining the Lake to Sound Trail Segment C portions on WSDOT ROW within

City limits.

- H. The Maintenance Responsibility of active streets within WSDOT ROW will be a separate agreement.

BASIS OF UNDERSTANDING

2. Project Development and Coordination.

2.1 Jurisdiction. The terms and commitments herein to meet the mutually agreeable requirements of the City apply only to facilities within those street ROW areas outside of the WSDOT ROW turnback limits and to facilities within existing streets crossing WSDOT ROW to remain in service. WSDOT ROW limits are defined as those recorded on the current approved ROW Plans. WSDOT will coordinate and support the City to identify the extent of their corporate boundary legal descriptions tied to WSDOT ROW that have changes due to the new WSDOT ROW limits, including survey descriptions, map exhibits, and draft ordinance document review comments. The City will draft and execute the required ordinance document(s) to adopt the new boundary, including coordinating and facilitating joint resolutions/ordinances with the abutting cities that share the same boundary change, as required. The corporate boundary update will be completed by the City(s) prior to the completion of the WSDOT Project Notice to Proceed.

2.2 Review and Coordination. During the design phase (Request for Proposal “RFP” preparation) of this Project, WSDOT and City will identify the extent of the design elements and improvements within the city. WSDOT will provide City with Project design plans as early as possible, and will schedule and meet with City to review, to the extent knowable by WSDOT during Project development, the ROW and environmental requirements, facilities design, traffic maintenance, haul routes, potential pavement mitigation, and construction scheduling to ensure the City has opportunities to comment. The Parties will thereafter work cooperatively to concur with and incorporate the desired design elements, standards, aesthetics, material/finishes, and improvements and the timing and process to establish any property commitments or permits as required under Section 2.4.

The City acknowledges its obligation to plan for and participate in each of the Project’s Preliminary and Final Design plan reviews and comment resolutions and task force meetings, related to work on City-owned ROW or property, prior to the construction plan Release for Construction (RFC), at City’s cost. Permit application documents that includes plans can be submitted to the City, using Final Design drawings, with the intent that the permit is issued and will include the RFC drawings. WSDOT acknowledges that fees/costs for review of city permit application documents and issuance of city permits will be charged to WSDOT’s Design-BUILDER. City will participate in the Preconstruction meetings to coordinate and resolve any outstanding issues prior to beginning construction. The City acknowledges that WSDOT is the owner representative in the contract with the Design-BUILDER and WSDOT will act on behalf of the City to ensure that the work is performed in accordance with the contract, which includes the SeaTac Municipal Code and adopted City standards and applicable City policies.

Review submittals to and from either Party will be transmitted prior to 12:00 pm on the due date day.

2.3 Environmental Approach. The environmental approach regarding the project's consistency with the City of SeaTac's critical areas ordinance is outlined in WSDOT's January 6, 2022 letter to the City of SeaTac Subject: October 18, 2021 Wetland Impact Meeting Letter # 509-0147 (Exhibit A) and confirmed in the City of SeaTac's December 3, 2021 email Subject: SR 509 Stage 2 - Follow up discussion regarding City of SeaTac Critical Areas Ordinance (Exhibit B). WSDOT ROW purchased prior to 1990 is exempt from the City's Critical Areas Rules. Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the Des Moines Creek Basin Plan (DMCBP) and capital improvement projects (CIPs). Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek. Wetland impacts may be mitigated for at the AMB advance mitigation site. Wetland impact limits are as follows:

Permanent Impacts:

- To the Cut and Fill grading lines
- To the Drip line of the bridge
- 3 feet outside of the Fill wall

Temporary Impacts

- 5 feet beyond the Cut grading lines
- 20 feet beyond the Fill grading lines
- 5 feet beyond the Drip line of the bridge
- For Fill Walls: 5 feet beyond the 3 feet permanent impact line

As outlined and approved in the SR 509: Corridor Completion/I-5/South Access Road Environmental Impact Statement (EIS) dated 2003 the permanent termination of S 194th Street at the new SR 509 Expressway includes mitigation. Measures include, but are not limited to the following:

- Provide Wayfinding signs to be installed on 8th Avenue S to advise use of S 192nd Street for DMMD south access.
- Retain the existing weight restriction on S 194th Street as local traffic only.
- Construct the Lake to Sound Trail Segment C.
- Complete the S 192nd Street bridge work and open new street crossing prior to closing S 194th Street to DMMD.
- Retain the existing alternate neighborhood connectivity to DMMD on S 196th Place

2.4 Construction Approach. WSDOT will construct the Project to meet the mutually agreeable requirements of the City. WSDOT will include applicable sections from the SeaTac Municipal Code, adopted City standards and applicable City policies in the WSDOT construction contract documents for Stage 2 as Mandatory Standards for all work done on City ROW and property.

If the City wants any item of work constructed to deviate from what is required by SeaTac's Municipal Code and adopted City standards and policies published at the time the RFP is advertised, the City must inform WSDOT in writing at least thirty (30) days prior to the due date

for Proposals. Otherwise, any change requested by City after the Proposals due date will be funded solely by the City if such change increases the cost of the Project. See Section 3.0 below. However, changes requested by the City after the Proposals due date that are necessary to bring the work in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies included in the advertised RFP, shall not be funded by the City.

The following design speeds will be used as the basis of design

DMMD/S 188th Street– 40 MPH, 15 MPH at RAB

S 192nd Street, west of DMMD – 35 MPH

S 194th Street – 25 MPH

DMMD (South) – 35 MPH

S 200th Street – 35 MPH

24th Avenue – 35 MPH

The desired design elements identified below are based on WSDOT’s conceptual design. Some of these commitments may become null and void based on the final design of the selected Design-Builder:

- a) Streetscape work within Project limits. Construct hot mix asphalt (HMA) travelled way, per WSDOT standards. Construct concrete curb and gutter and 6-foot wide sidewalks per WSDOT Standard Plans, except where noted herein for DMMD and S 192nd St.

Construct RABs on DMMD/S 188th Street with stamped concrete finish medians and truck aprons and mountable curbing. Color will be Federal Standard 595 Color No. 31136. Central island of RAB’s will be designed and constructed to allow for mutually agreed upon features coordinated prior to release of the RFP. These features include, but are not limited to the following:

- Six 2-inch conduits for power and irrigation control (one set of three extends eastward from the eastern RAB, and one set of three extends westward from the western RAB) ending at least 6 feet outside of the WSDOT ROW turnback limits and two junction boxes (one on each end) for electrical services for future City Gateway signage and appurtenances in RAB.
- Two 6-inch casing for water line (one extends eastward from the eastern RAB, and one extends westward from the western RAB) ending at least 6 feet outside of the WSDOT ROW turnback limits and will be capped at both ends for future use.
- The central island of the western RAB will be 900 sq. ft. and the area of the eastern RAB will be 1500 sq. ft. excluding the area designated as a maintenance pullout.
- The central island will be amended and planted with grass seed

If the City elects to have any proprietary gateway or signature features constructed or installed by the Project, the City will coordinate the details with the selected Design-Builder during the final design of the construction plans. WSDOT supports the City constructing feature(s) at the City’s expense. The elements that are constructed must be mutually agreed

upon by the City and WSDOT and be designed and constructed in accordance with WSDOT standards.

Construct a new 10-foot wide HMA shared-use path on the south side of DMMD/S 188th Street across SR 509 connecting the Lake to Sound trail on the west and the existing path on the east ending at DMMD/S 188th Street/Starling Drive intersection, per WSDOT standards. Shared-use path will be designed for loading to accommodate maintenance vehicles and maintenance construction equipment. Street lighting will also be installed along the street on the outside of the shared-use path and be designed to provide lighting for both the street and the shared use path. Pedestrian scale lighting will not be provided for the shared-use path. Existing pedestrian crossing and push buttons will be removed from the north side of the DMMD/S 188th Street/Starling Drive intersection. No pedestrian access will be provided on the west side of the DMMD/S 188th Street/Starling Drive intersection and along the north side of DMMD or across the RABs. Rapid Flashing Beacons will be installed at the pedestrian crossing on the west of the western RAB.

Replace existing street drainage across SR 509 on the south side of DMMD/S 188th Street with new Media Filter Drain (MFD) between the travelled lane and the shared-use path.

The basic configuration for the new S 192nd Street bridge will be two 11-foot lanes, 6-foot wide sidewalk with concrete curb and gutter on the south side, and 10-foot wide with 6-inch curb concrete shared-use path on the north side. All transitions to match the existing will start at the limits of WSDOT ROW. Sidewalk and shared-use path extending beyond WSDOT ROW may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0 (Exhibit C).

Terminate S 194th Street on the west side of SR 509 ROW and construct new concrete curb and gutter to convert the existing stop-controlled intersection with the 11th Place S to the south into a continuous turning street. Reconnect the existing private street to the north with a driveway approach. Construct new WSDOT standard chain link fencing along the WSDOT ROW lines and install locked gates at the former S 194th Street crossing locations, for WSDOT maintenance access.

Retain and protect City's existing shared-use path and associated drainage on S 200th Street. The existing park fencing along S 200th Street that is temporarily removed for construction will be replaced in kind and in compliance with City Codes.

Use WSDOT standard Methyl Methacrylate (MMA) pavement markings for permanent striping and 3M brand taped pavement markings for temporary striping.

Non-standard decorative, signature, or gateway features may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0.

- b) Structure finish and trim. Comply with requirements set forth in the SR 509 Completion Project Phase 1 Urban Design Criteria (Exhibit D) attached hereto and made a part of this MOU.
- c) Illumination work within Project limits. Replace existing mast lighting, attached to PSE poles being relocated, in kind. Replace the existing pedestrian path lighting on S 200th

Street that will be removed under the new bridge construction. The removed poles will be salvaged and delivered to the City maintenance shop located at 2000 S 136th St, SeaTac, WA 98168. Underdeck lights will be installed if there is insufficient clearance to accommodate the City's proprietary pedestrian light poles. Lighting fixtures under deck on WSDOT bridge structures/abutments will be installed in accordance with WSDOT structure mounting requirements and will be owned, operated, and maintained by the City. WSDOT shall connect these lights into City owned and metered lighting circuits. New continuous street lighting may be constructed upon concurrence and in accordance with the terms of betterments in Section 3.0. Independent lighting for pedestrian paths will be installed, powered, and maintained at City's expense in accordance with the terms of betterments in Section 3.0.

- d) Signing work within Project limits. Replace existing street signs that are disturbed or do not meet WSDOT standards. Provide wayfinding signage near the new shared-use path connections with the existing trail system. Provide new street signage needed for safe operation of the RABs. Signs will be ground post mounted per WSDOT standard drawings. Sign bridges, cantilevers, or bridge mounts requested by the City instead of ground post mounting will be considered a betterment and paid for by the City per Section 3.0 upon approval. New signs requested by the City that did not exist prior to the Project that are not warranted for safe operation will be considered a betterment and paid for by the City per Section 3.0 upon approval. The City acknowledges that the existing street ROW width for westbound DMMD is insufficient to accommodate standard offsets for street sign placement. WSDOT will secure sufficient ROW width or permit rights to install new signs needed for the interchange ramps. It will be the City's responsibility to secure sufficient ROW width or permit rights to install any new City signage per Section 2.5.
- e) Des Moines Memorial Drive work within Project limits. Plant Elm trees 80' on-center (OC) on both sides of the street where feasible with 3-year establishment period required. Plant wildflower seed mix around trees and along 10' wide strip behind the sidewalk where there is sufficient ROW. Install memorial markers in sidewalk 80' OC. Protect and accommodate the Corridor Enhancement Site (CES, as defined in the Des Moines Memorial Drive Corridor Management Plan) located at the DMMD/188th/12th intersection. City will facilitate WSDOT obtaining temporary construction rights on the CES property as needed for Project work that interfaces with the site. City will be responsible for hanging/attaching memorial banners to street light poles as desired. Any of the old DMMD brick roadbed encountered during excavation work will be disposed of with the other roadway excavation material.
- f) Utility relocation work within Project limits. Existing utilities within the street ROW are there by franchise rights (defined by WSDOT as "Type 1" where referenced in contracts) and any conflicting facilities shall be relocated at the owner's cost. In the event that a Type 1 utility owner will not relocate at their cost any portion of their facilities that are in conflict with the Project, and the City is unable to enforce the franchise, the street improvements requested or required by the City that are dependent on the relocation may be removed from the Project by mutual agreement and will become a separate construction contract administered by the City and funded as determined in a future agreement.

g) Forward compatibility. Street improvement projects planned by the City beyond the WSDOT ROW may be added to the Project by mutual executed agreement and will be the City's cost responsibility.

- SR 509 bridge over DMMD S will be constructed to span existing 60' ROW.
- SR 509 bridge over 200th St will be constructed to span existing 60' ROW

h) Regional Storm Water Detention (RSWD) Pond work. WSDOT will modify the City's existing RSWD pond near 24th Avenue S to provide an equal volume (flow control) capacity and water quality functionality, full circulation access, equivalent emergency overflow feature, and bio-treatment swale replacement. RSWD Pond modifications shall also comply with requirements of the Des Moines Basin Plan as it discharges into Des Moines Creek. RSWD Pond will be expanded on property acquired by WSDOT and conveyed to City per the Land Exchange Agreement dated 11/27/18. Improvements/upgrades to the RSWD pond's existing capacity, quality, functionality requested by the City will be considered a betterment and paid for by the City per Section 3.0 upon approval.

2.5 Property Rights and Permitting. For the purpose of reducing duplicative procedures where street ROW is concerned, in instances where the Parties agree the public-ROW is under permanent WSDOT control (inside Turnback line), City will not be required to issue permits for the Project work. In instances where the Parties agree the public ROW is outside of WSDOT ROW control (outside Turnback line), City will issue WSDOT and their Design-Builder a Street ROW Use Permit for the Project work. City grants WSDOT and their Design-Builder the right to construct all the improvements in existing City ROW and acknowledges that WSDOT requires a Contract Bond for the full Proposal amount from the Design-Builder that includes permit related costs. In alignment with the WSDOT DB Contract, the Design-Builder shall obtain all required permits and licenses that have not been obtained by WSDOT for the project work within city ROW. All work within the City of SeaTac ROW shall be subject to City inspection and approval.

Use of street ROW along Des Moines Memorial Drive, S 188th Street, S 192nd Street, S 194th Street, S 196th Street, S 200th Street, 18th Avenue S, 24th Avenue S. and S 204th Street will be turned back to the City shortly after Project completion. Property acquired by WSDOT for constructing City facilities will be conveyed to the City shortly after Project completion, pursuant to the Land Exchange Agreement that addresses the various property transfers between the Parties for the Project. WSDOT will be responsible for recording relinquishments and transfers in the King County Auditor office.

Easements acquired on city property for Project work will require written notification to the City of begin and end dates of activation.

2.6 Street Closure limits and allowances. WSDOT will coordinate the Maintenance of Traffic (MOT) conditions with the City prior to and during construction. Currently anticipated and planned traffic restrictions include the following, which are subject to change based upon the final design of the selected Design Builder:

- a) The City concurs that S 192nd Street can be closed across the SR 509 ROW for up to 9 months during the new bridge construction. For the duration of such closure,

S 188th Street and S 194th Street will remain open during this period. Access to abutting properties will be maintained 24/7 with flagging stations as needed.

- b) DMMD, and S 200th Street will be restricted or closed periodically short term (less than 1 work shift) with flagging stations as needed for new bridge construction. Access to abutting properties will be maintained 24/7 with flagging stations as needed.
- c) Hazardous materials will be prohibited through the S 188th St. tunnel under the airport.
- d) DMMD/S 188th Street may be restricted lanes during weekdays and closed periodically for weekend and night closures in coordination with the City.
- e) Additional MOT strategies may be necessary during construction and will be coordinated with the City. MOT strategies that impact City ROW will be approved by the City under their Right of Way Use permit.

2.7 WSDOT shall allow City inspectors access to the Project construction site to inspect any City permitted work involving City-owned property, ROW or utilities, or property to be transferred to and/or maintained by the City after construction, at reasonable times and with the prior consent of WSDOT upon 48 hours prior written notice to the WSDOT project engineer. WSDOT acknowledges that compliance inspections for City permits will be charged to WSDOT's Design-Builder.

2.8 The provisions in FHWA-1273 (Exhibit E) attached hereto and made a part of this MOU will apply to all work on this Project.

3. Payment and Costs.

The City acknowledges that requests for change(s) to the WSDOT construction contract, other than changes that are necessary to bring the design in compliance with applicable sections of the SeaTac Municipal Code and adopted City standards and policies, may increase costs for the City and that WSDOT will not implement any such change(s) unless the City agrees in advance in writing to be solely responsible for the costs associated with such change. All such changes shall ultimately be made at the sole discretion of WSDOT. WSDOT acknowledges that the City shall not be responsible for increased costs for any design changes requested by the City that are necessary to bring the design or the work in compliance with applicable sections of the SeaTac Municipal Code, adopted City standards, applicable City policies or the shoreline substantial development permit (SSDP) as of the Project RFP issue date.

Betterment. Notwithstanding the foregoing, if City desires to include a betterment in the above design elements work at any specific location, WSDOT will allow for betterment work to be performed, provided the Parties can reasonably coordinate the Project schedule to accommodate the betterment work without increasing Project costs or delaying the Project. Betterment is defined as any significant deviation or upgrading of the design being contemplated during the implementation of the Project that is not attributable to the highway construction or to meeting current requirements or standards and is made solely for the benefit of and at the election of City. The difference in cost between the minimum construction required as a result of the Project and City's desired betterment

shall be at City’s sole expense and the additional funds authorized by amendment to GCB 3068. The estimated cost of betterments to be paid by the City will be fully loaded, including but not limited to Design-Builder’s change order markup, sales tax, WSDOT construction engineering management labor, and WSDOT regional overhead markup.

If betterment is pursued for sidewalks on S 192nd St., SeaTac will cover the additional costs.

4. Designated Representatives.

The designated representatives for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this MOU.

The Contract Manager for <i>City of SeaTac</i> is:	The Contract Manager for <i>WSDOT</i> is:
<p><i>Florendo Cabudol</i></p> <p><i>4800 S. 188th Street</i> <i>SeaTac, WA 98188</i></p> <p>Phone: 206-973-4740</p> <p>E-Mail: FCabudol@seatacwa.gov</p>	<p><i>Andrey Chepel – Project Construction Manager</i></p> <p><i>SR 509 Completion Project</i> <i>18000 International Blvd., Suite 900</i> <i>SeaTac, WA 98188</i></p> <p>Phone: 206-709-6970</p> <p>E-Mail: CHEPELA@wsdot.wa.gov</p>

5. Endorsement

IN WITNESS WHEREOF, the undersigned Parties have executed this MOU as of the last date written.

City of SeaTac	Washington State Department of Transportation
By:	By:
Printed:	Printed: John H. White
Title:	Title: Gateway Program Administrator
Date:	Date:



EXHIBIT A

January 6, 2022

Jennifer Kester
Planning Manager, Community and Economic Development
City of Sea Tac
4800 South 188th Street
SeaTac, WA 98188-8605

Subject: October 18, 2021 Wetland Impact Meeting
Letter # 509-0147

Dear Ms. Kester,

Thank you for taking the time to meet with the SR 509 Completion Project – Stage 2 (SR 509 Stage 2) project team on October 18, 2021 to discuss the wetland and wetland buffer impacts within the City of Sea Tac and to provide clarity about the City’s Critical Areas Rules (Sea Tac Municipal Code Chapter 15.70) and the City’s past concurrence to use Des Moines Creek Basin Plan (DMCBP) projects as mitigation for wetland buffer impacts (Attachment 1).

In summary, we are asking for concurrence in either email or letter form, on the following four items:

- Confirm WSDOT right-of-way purchased prior to 1990 is exempt from the City’s Critical Areas Rules
- Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the DMCBP and CIPs as per past commitment in Attachment 1
- Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek
- Wetland impacts may be mitigated for at the AMB advance mitigation site

The following discussion provides additional context and information for your consideration. Also, please note that the SR 509 Stage Project will occur within existing WSDOT right of way, and as per RCW 47.01.260, WSDOT has plenary authority to “exercise all the powers and perform all the duties necessary, convenient, or incidental to the planning, locating, designing, constructing, improving, repairing, operating, and maintaining state highways.” While WSDOT will not obtain local permits for impacts within WSDOT right of way on critical areas managed under the Growth Management Act (RCW 36.70A), it is our intent be in substantive compliance with the requirements of critical areas regulations.

Table 1 summarizes the wetland and wetland buffer impacts within the City of Sea Tac along with the proposed mitigation.



Table 1. Wetland and Wetland Buffer Impacts w/in City of Sea Tac

Name	Size	Category	Wetland (acre)		Wetland Buffer (acre)
			Direct Impact/ Mitigation ¹	Conversion/ Mitigation ¹	Direct Impact
23.05	9.29	II	1.13/ AMB site ¹	0.23/ Barnes Creek ¹	2.34/ Complete Exemption ²
22.65	0.56	III	--	--	0.28/ Complete Exemption ²
22.43	0.02	IV	0.02/ AMB site ¹	--	--
22.42	0.05	II	0.01/ AMB site ¹	--	0.12/ Barnes Creek ¹
22.40	23.92	IV	--	--	0.24/ DMCBP and CIPs
21.75	12.90	III	0.02/ AMB site ¹	0.30/ Barnes Creek ¹	0.14/ DMCBP and CIPs

¹The Compensatory Mitigation Plan is consistent with the Wetland Mitigation in Washington State, Part 2: Developing Mitigation Plans, Version 1, (Ecology Publication No. 06-06-011b) or as amended and Selecting Wetland Mitigation Sites Using a Watershed Approach (Western Washington) (Publication No. 09-06-32, Olympia, WA, December 2009), or other best available science as recommended by Dept. of Ecology.
²As per Sea Tac Municipal Code (SMC) 15.700.040.E, "construction and improvements of unimproved public rights-of-way in existence prior to November 27, 1990" fall under complete exemption from the City's critical areas regulations.

As confirmed at our meeting on the 18th, the two wetlands that are exempt from Sea Tac's Critical Areas Rules are WL 23.05 and WL 22.65. As per Sea Tac Municipal Code (SMC) 15.700.040.E, "construction and improvements of unimproved public rights-of-way in existence prior to November 27, 1990" fall under complete exemption from the City's critical areas regulations. See Attachment 2 for those areas that occur within public rights-of-way that existed prior to November 27, 1990.

Regarding buffer impacts to Wetlands 22.40 and 21.75, we determined that buffer impacts were mitigated for through participation in the DMCBP and CIPs. This is documented in a March 3, 2006 letter from the City providing concurrence that the improvements provided under the Des Moines Creek Basin Plan provides wetland/wetland buffer mitigation as required under the Critical Areas Ordinance (Attachment 1).



Regarding buffer impacts to Wetland 22.42, we determined that this wetland was identified after the 2006 concurrence letter was written and mitigation through participation in the DMCBP and CIPs would not apply. Therefore, we propose mitigating for the 0.12 acre of buffer impacts at the Barnes Creek Mitigation site. We feel this is appropriate, as the Barnes Creek mitigation site is consistent with Section 15.700.310 Wetlands-Mitigation Requirements of the City's Critical Areas Rules.

- **Compensating for Lost or Affected Functions** - Compensatory mitigation provided at the Barnes Creek Mitigation site would address the functions affected by the proposed project, with an intention to achieve functional equivalency or improvement of functions.
- **Preference of Mitigation Actions.** - The Barnes Creek Mitigation site provides the City's most preferred type of mitigation: restoration (reestablishment and rehabilitation) of wetland buffer.
- **Location of Compensatory Mitigation.** – The Barnes Creek mitigation site is located within the same Water Resource Inventory Area (WRIA 9 Duwamish-Green Watershed) as the buffer impact (see Attachment 3). The Barnes Creek Mitigation site was chosen because there are no reasonable on-site or in subdrainage basin opportunities, because the area is urbanized, and highly developed with industrial, commercial, and residential land uses. Most remaining wetlands are in parks and/or publicly owned properties, and riparian habitat is either narrow and fragmented by roads and surrounding development. According to the Puget Sound Watershed Characterization tool developed by Ecology, the Barnes Creek Mitigation site is located in the area analyzed as highly important for maintaining overall water flow in the watershed, especially important for surface storage and groundwater discharge. Preservation of the Barnes Creek Mitigation site will reduce further degradation of the riparian corridor and support natural hydrologic and sediment processes.

Regarding wetland impacts, the AMB mitigation site was constructed in 2007 to offset impacts for the SR 509 Completion Project. The mitigation site is located adjacent to the footprint of the SR 509 Stage 2 Project. Before the property was developed into a mitigation site, it was a highly modified property covered with fill material. Since its development the mitigation site has grown more rapidly than originally anticipated and is considered very successful. The site was delineated on March 17, 2015, and had exceeded the final, Year 10 wetland acreage requirements. The site is now considered an "Advance" Mitigation site because it avoids any temporal loss and has eliminated any risks associated mitigation site failure. The site's advance mitigation credits will be used for permanent wetland impacts.

At the federal level, wetlands within the project area are protected by Section 404 of the Clean Water Act (CWA), and are regulated by the Corps. At the state level, wetlands are protected by the Governor's Executive Order 89-10 (Protection of Wetlands: "No Net Loss") and WSDOT Policy P2038 (Wetlands Protection and Preservation). The mitigation for the direct wetland impacts, and conversion/shading impacts meet federal and state regulations and is consistent



with the requirements necessary to obtain state and federal permits and approvals. We anticipate submitting our Section 404 permit applications in the spring of 2022. The application will include a Wetland Streams Assessment Report and a Wetland and Stream Mitigation Plan, which we will share with you.

We look forward to sharing more information as we move into our permitting phase.

Sincerely,

Susan Everett

Susan Everett, Puget Sound Gateway Project Manager
SR 509 Completion Project
999 Third Avenue, Suite 2200
Seattle, WA 98104

SLE:KF

Attachment 1: March 3, 2006 letter from Jack A Dodge, City of Sea Tac to Susan Everett, WSDOT

Attachment 2: City of Sea Tac– Pre-1990

Attachment 3: Mitigation Sites

cc: Florendo Cabudol, David Tomporowski, Dennis Harwick

Mayor
Gene Fisher

Deputy Mayor
Ralph Snape

Councilmembers
Chris Wythe
Terry Anderson
Toay Anderson
Joe Brennan
Don DeHan



City Manager
Craig R. Ward
Assistant City Manager
Tina J. Rogers
City Attorney
Mary E. Mirante Bartolo
City Clerk
Judith L. Cary

"The Hospitality City"

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

March 3, 2006

Susan Everett, P.E.
Northwest Washington Division
Urban Corridors Office
401 Second Ave. S., Suite 560
Seattle, WA 98104-3850

SUBJECT: WETLAND/WETLAND BUFFER MITIGATION

Dear Ms. Everett:

The City of SeaTac concurs with the Washington State Department of Transportation (WSDOT) that the \$9 million dollar contribution, plus supplemental funding, to the Des Moines Creek Basin Plan and construction projects provides mitigation for wetland buffer impacts within the City of SeaTac from the SR 509/I-5 Freight and Congestion Relief Project. WSDOT's participation in a multi-jurisdictional effort to enhance the Des Moines Creek Basin will provide the following benefits for the basin.

- Reduction in the loss of streamside vegetation,
- Reduction of sediment inputs into streamside wetlands allowing effective stream restoration,
- Retention of streamside vegetation providing shading and wildlife habitat,
- Improvement in water quality,
- Improved fish passage and spawning habitat.

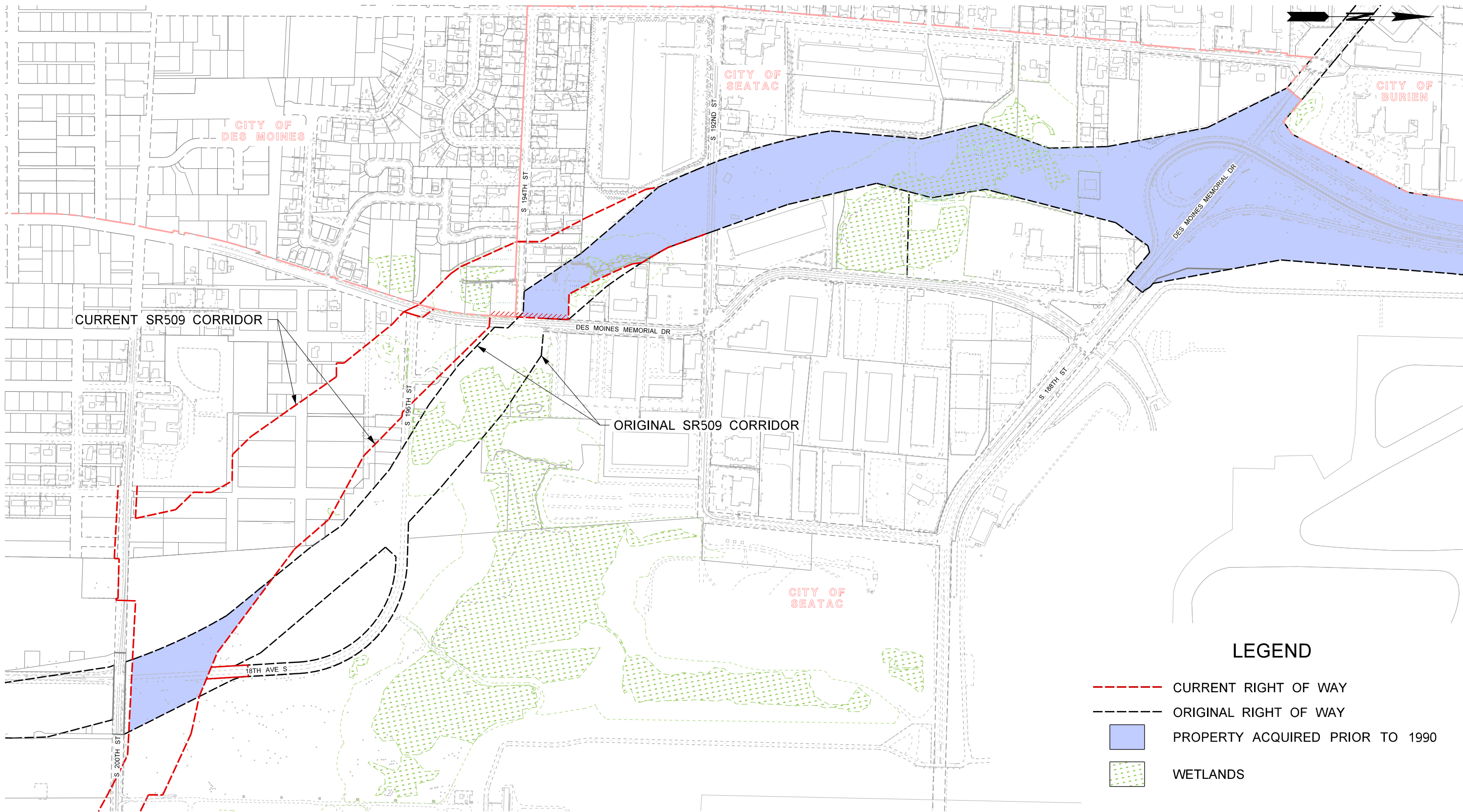
Improvement provided under the Des Moines Creek Basin Plan provides wetland/wetland buffer mitigation as required under Chapter 15.30 of the SeaTac Municipal Code

Should you have any questions, please contact me at 206-973-4830.

Sincerely,

Jack A. Dodge
Principal Planner

Cc: Stephen Butler, Planning and Community Development Director
Dale Schroeder, Public Works Director
Tom Gut, City Engineer



CURRENT SR509 CORRIDOR

ORIGINAL SR509 CORRIDOR

**CURRENT SR509 COORIDOR
RIGHT OF WAY ACQUIRED PRIOR TO 1990**

LEGEND

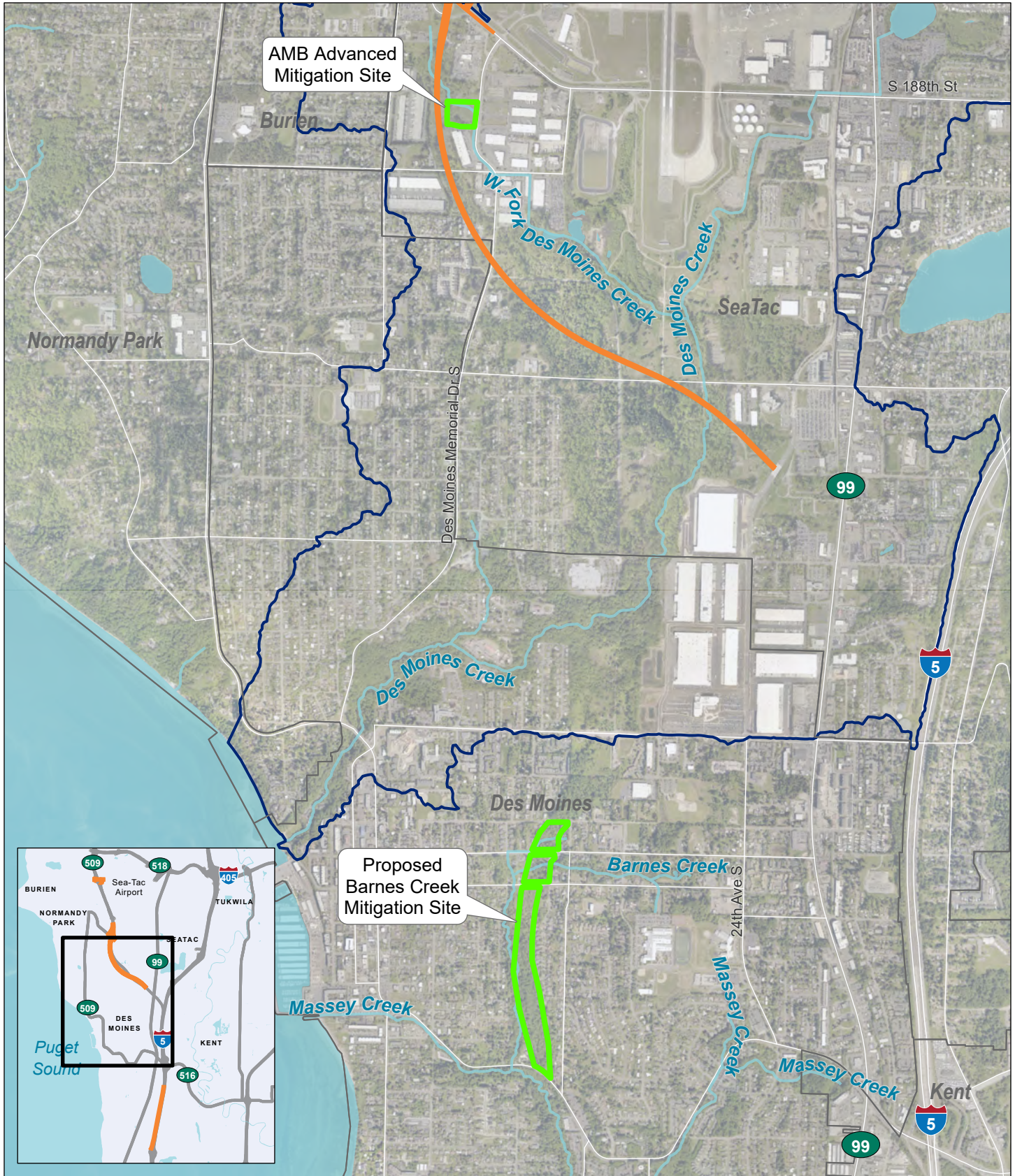
- CURRENT RIGHT OF WAY
- ORIGINAL RIGHT OF WAY
- PROPERTY ACQUIRED PRIOR TO 1990
- WETLANDS

**FOR DISCUSSION
PURPOSES ONLY**

**Puget Sound
GATEWAY** Program

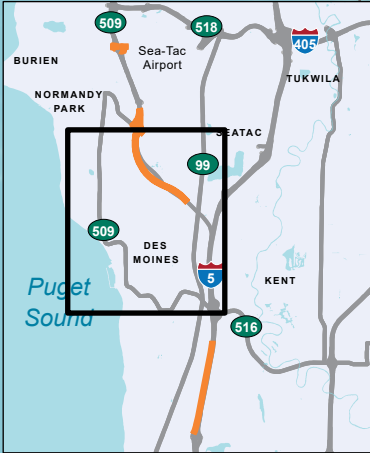


SR 509 COMPLETION



AMB Advanced Mitigation Site

Proposed Barnes Creek Mitigation Site



Proposed Mitigation Sites
SR 509 - Stage 2

- Stream
- Water
- Des Moines Creek Drainage Basin
- Stage 2
- Mitigation Site



EXHIBIT B

From: [Fusetti, Karin \(Consultant\)](#)
To: [Jenn Kester](#)
Cc: [Dalzell, Maki \(Consultant\)](#); [Amiri, Ali](#); [Everett, Susan](#); [Holmquist, Dan \(Consultant\)](#); [Biegler, Kevin \(Consultant\)](#); [David Tomporowski](#)
Subject: RE: [EXTERNAL] RE: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance
Date: Tuesday, December 7, 2021 3:07:00 PM
Attachments: [image002.png](#)
[image004.png](#)
[image006.png](#)
[image008.png](#)
[image010.png](#)
[image018.png](#)
[image020.png](#)
[image022.png](#)
[image024.png](#)
[image026.png](#)
[image028.png](#)
[image030.png](#)

Thanks much Jenn – we will send a signed version of the letter for you to keep in your files. Take care, Karin

From: Jenn Kester <jkester@seatacwa.gov>
Sent: Friday, December 3, 2021 3:46 PM
To: Fusetti, Karin (Consultant) <FusettK@consultant.wsdot.wa.gov>
Cc: Dalzell, Maki (Consultant) <DalzelM@consultant.wsdot.wa.gov>; Amiri, Ali <AmiriA@wsdot.wa.gov>; Everett, Susan <EverettS@wsdot.wa.gov>; Holmquist, Dan (Consultant) <HolmqD@consultant.wsdot.wa.gov>; Biegler, Kevin (Consultant) <BiegleK@consultant.wsdot.wa.gov>; David Tomporowski <dtomporowski@seatacwa.gov>
Subject: [EXTERNAL] RE: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance

WARNING: This email originated from outside of WSDOT. Please use caution with links and attachments.

Karin and WSDOT Team,

Thank you for the detailed information. I have reviewed the documents and the City's Critical Area Code, SMC 15.700.

I can confirm the following will comply with the City's critical area ordinance:

- Confirm WSDOT right-of-way purchased prior to 1990 is exempt from the City's Critical Areas Rules
- Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the DMCBP and CIPs as per past commitment in Attachment 1
- Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek
- Wetland impacts may be mitigated for at the AMB advance mitigation site

I have made a copy of this email and your attachments and put them in our records

Best regards,

Jenn



Jenn Kester
Planning Manager
Community and Economic Development
o: 206.973.4842
Pronouns: she/her



This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56)

I am working in office on Tuesdays, Wednesdays, and Thursdays. I am telecommuting on Mondays and Fridays.

From: Fusetti, Karin (Consultant) <FusettK@consultant.wsdot.wa.gov>
Sent: Tuesday, November 23, 2021 5:00 PM
To: Jenn Kester <jkester@seatacwa.gov>
Cc: Dalzell, Maki (Consultant) <DalzelM@consultant.wsdot.wa.gov>; Amiri, Ali <AmiriA@wsdot.wa.gov>; Everett, Susan <EverettS@wsdot.wa.gov>; Holmquist, Dan (Consultant) <HolmquD@consultant.wsdot.wa.gov>; Biegler, Kevin (Consultant) <BiegleK@consultant.wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance

[NOTICE: This message originated outside of City of SeaTac -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good afternoon Jenn, thank you for taking the time to meet with the SR 509 Completion Project – Stage 2 project team on October 18, 2021 to discuss the wetland and wetland buffer impacts within the City of Sea Tac and to provide clarity about the City’s Critical Areas Rules (Sea Tac Municipal Code Chapter 15.70) and the City’s past concurrence to use Des Moines Creek Basin Plan projects as mitigation for wetland buffer impacts. I know it’s been awhile but we have finally prepared the attached DRAFT letter that summarizes our discussion and provides additional information for your consideration. In summary, we are asking for concurrence in either email or letter form, on the following four items:

- Confirm WSDOT right-of-way purchased prior to 1990 is exempt from the City’s Critical Areas Rules
- Buffer Impacts to Wetlands 22.40 and 21.75, were mitigated for through participation in the DMCBP and CIPs as per past commitment in Attachment 1
- Buffer impacts to Wetland 22.42, may be mitigated for at Barnes Creek
- Wetland impacts may be mitigated for at the AMB advance mitigation site

Please let us know if you have additional concerns or questions about the wetland and wetland buffer mitigation approach. As indicated in the letter, we anticipate submitting our Section 404 permit applications in the spring of 2022. The application will include a Wetland Streams Assessment

Report and a Wetland and Stream Mitigation Plan, that reflects the approach outlined above and meets the requirements of the Federal and State Regulatory Agencies. As noted in the letter we will share with you at the time we submit.

If you have any immediate concerns or questions, I would be happy to set up another coordination meeting. Happy Thanksgiving – Karin Fusetti

From: Fusetti, Karin (Consultant)
Sent: Thursday, October 14, 2021 5:59 PM
To: 'Jenn Kester' <jkester@seatacwa.gov>
Cc: Dalzell, Maki (Consultant) <DalzelM@Consultant.WSDOT.WA.GOV>; Amiri, Ali <AmiriA@wsdot.wa.gov>; Everett, Susan <EverettS@wsdot.wa.gov>; Holmquist, Dan (Consultant) <HolmquD@consultant.wsdot.wa.gov>
Subject: RE: [EXTERNAL] RE: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance

Hi Jenn, my apologies for this not getting this to you sooner - Let me know if you'd like more time to review and I'll reschedule our meeting -- below are the materials we'd like to review with you on Monday as we discuss the wetland buffer impacts within the City of Sea Tac. We've reviewed the potential buffer impacts in light of the mitigation requirements in the City of Sea Tac's Critical Areas Ordinance. There are two sections that we'd like to discuss with you to ensure that we are interpreting the Code correctly. These sections of the Code are:

Section **15.700.040 Complete Exemptions:**

The following are exempt from provisions of this chapter and any administrative rules promulgated thereunder:

- E. Construction and improvements of unimproved public rights-of-way in existing prior to November 27, 1990

And Section **15.700.120 Mitigation, Maintenance, Monitoring and Contingency**

- A. Before impacting any critical area or its buffer, an applicant shall demonstrate that the following actions have been taken. Actions are listed in the order of preference:
 1. Avoid the impact altogether by not taking a certain action or parts of an action.
 2. Minimize impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
 3. Rectify the impact by repairing, rehabilitating, or restoring the affected environment.
 4. Reduce or eliminate the impact over time by preservation and maintenance operations.
 5. Compensate for the impact by replacing, enhancing, or providing substitute resources or environments.
 6. Monitor the required compensation and take remedial or corrective measures when necessary.

Along with the Table below, I've attached a map that summarizes the impacts and mitigation approach for wetlands within the City of Sea Tac with an overlay of the SR 509 rights-of-way that were purchased prior to November 27, 1990. We'd like to discuss WSDOT's mitigation approach which proposes to use a combination of the following as compensatory mitigation for project

impacts that occur within right-of-way purchased after November 27 1990:

- Established AMB advance mitigation credits for permanent wetland impacts,
- Credits to be generated from the Barnes Creek site for permanent conversion and long-term temporary impacts, and
- WSDOT's past contribution to the Des Moines Creek Basin Plan (DMCBP) and construction projects for permanent wetland buffer impacts

Wetland Impacts w/in City of SeaTac– Stage 2 Project						
Name	Size	Category	Direct Impact	Conversion/ Shading	Buffer Impact	NOTES
23.05	9.29	II	1.13	0.23	2.34	All impacts occur within pre-1990 ROW Direct impacts will be mitigated at AMB site Conversion/shading impacts will be mitigated at Barnes Creek site No buffer mitigation other than DMCBP projects
22.65	0.56	III			0.28	All impacts occur within pre-1990 ROW No buffer mitigation other than DMCBP projects
22.43	0.02	IV	0.02			All impacts occur within pre-1990 ROW, Wetland impacts will be mitigated at AMB
22.42	0.05	II	0.01		0.12	Wetland impacts will be mitigated at AMB, buffer impacts will be mitigated from DMCBP projects
22.40	23.92	IV			0.24	Buffer impacts will be mitigated from DMCBP projects
21.75	12.90	III	0.02	0.30	0.14	Wetland impacts will be mitigated at AMB, conversion/shading will be mitigated at Barnes Creek, buffer impacts will be mitigated from DMCBP projects

Thank you so much, Karin

Karin Fusetti

Environmental Planner

Ph: (425) 456-8614

Cell: (425)-442-0696

From: Jenn Kester <jkester@seatacwa.gov>

Sent: Thursday, October 7, 2021 11:10 AM

To: Fusetti, Karin (Consultant) <FusettK@consultant.wsdot.wa.gov>

Cc: Biegler, Kevin (Consultant) <BiegleK@consultant.wsdot.wa.gov>; Amiri, Ali <AmiriA@wsdot.wa.gov>

Subject: [EXTERNAL] RE: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance

WARNING: This email originated from outside of WSDOT. Please use caution with links and attachments.

Karin,

I'm available between 1pm and 4pm on Monday, October 18th.

Also, so that I can prepare prior to the meeting, can you please send me a list of specific questions or items to consider related to wetland buffer impacts and any relevant documents. This will help me from hunting for the various correspondence. If you can provide these prior to October 14th, I'd have time to review prior to the meeting.

Regards,
Jenn



Jenn Kester
Planning Manager
Community and Economic Development
o: 206.973.4842
Pronouns: she/her



This communication may be subject to public disclosure laws of the State of Washington (RCW 42.56)

I am working in office on Tuesdays, Wednesdays, and Thursdays. I am telecommuting on Mondays and Fridays.

From: Fusetti, Karin (Consultant) <FusettK@consultant.wsdot.wa.gov>
Sent: Thursday, October 7, 2021 11:02 AM
To: Jenn Kester <jkester@seatacwa.gov>
Cc: Biegler, Kevin (Consultant) <BiegleK@consultant.wsdot.wa.gov>; Amiri, Ali <AmiriA@wsdot.wa.gov>
Subject: SR 509 Stage 2 - Follow up discussion regarding City of Sea Tac Critical Areas Ordinance

[NOTICE: This message originated outside of City of SeaTac -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning Jenn – I was wondering if you might have time to have a follow up discussion regarding the City's Critical Areas Ordinance and the SR 509 Stage 2 wetland buffer impacts. Will any of the days/times below work for you?

- Monday October 18th - after 1 pm
- Monday October 25th - after 1 pm
- Thursday October 28th - after 1 pm

Thank you so much, Karin

Karin Fusetti

Environmental Planner

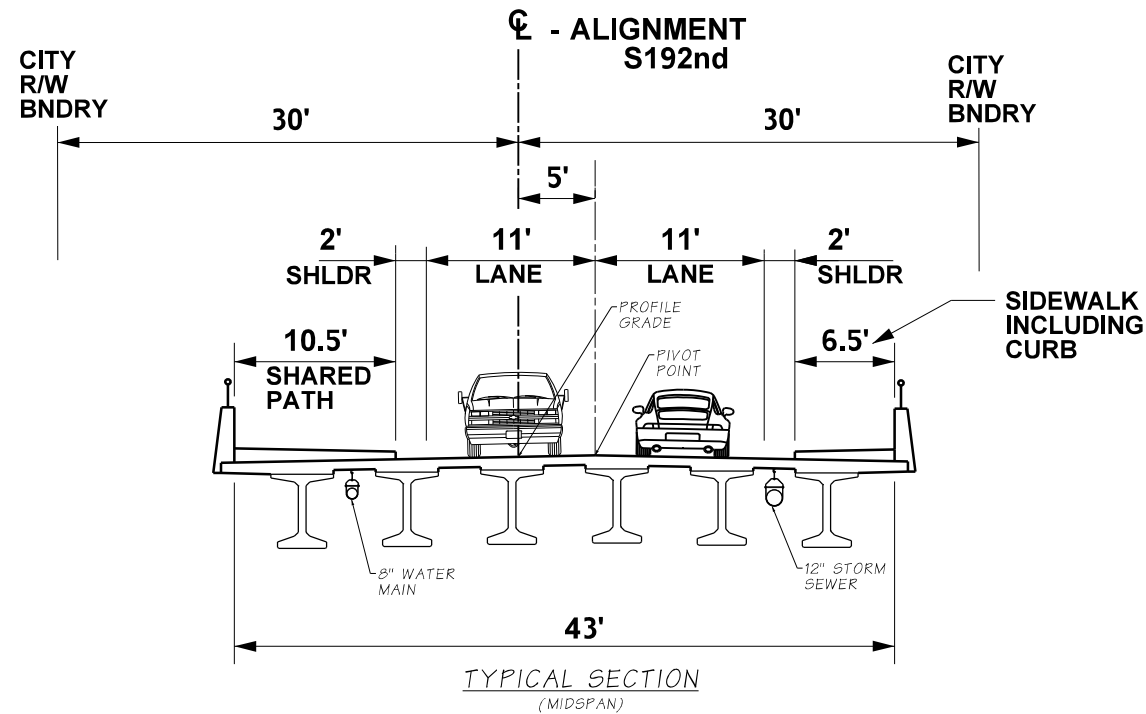
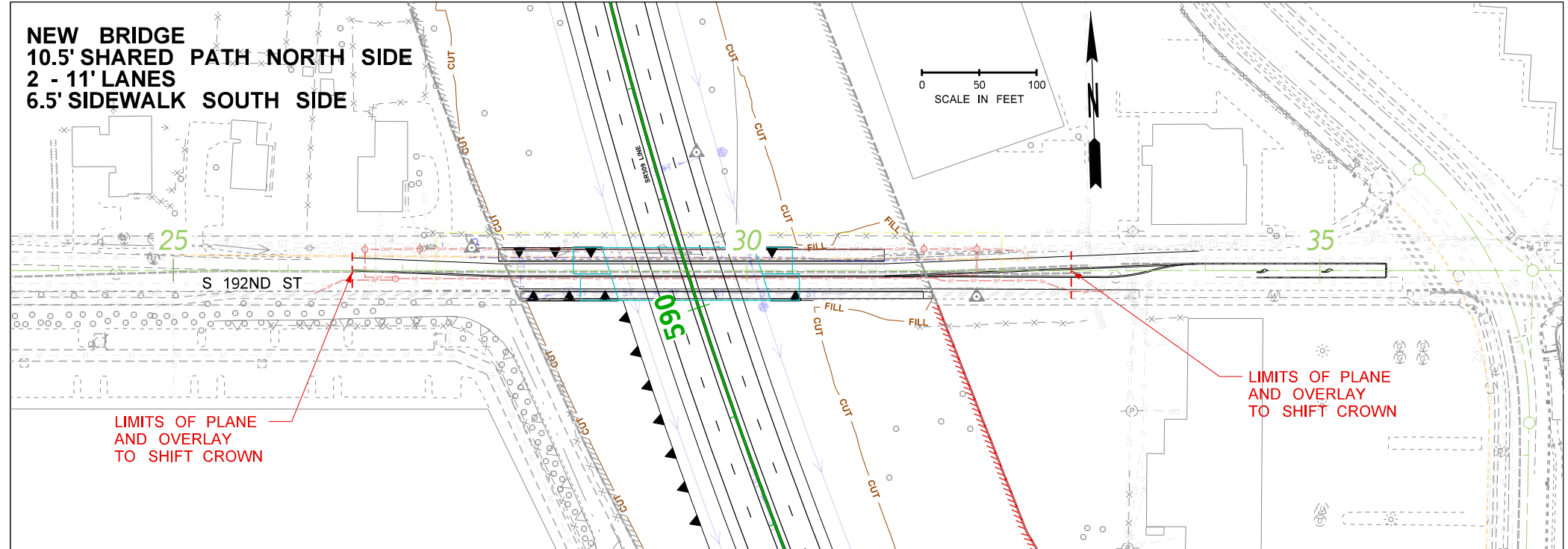
Ph: (425) 456-8614

Cell: (425)-442-0696

EXHIBIT C



**EXISTING S192ND
VIEW AT WEST R/W LINE
LOOKING EAST**



**EXISTING S192ND
VIEW AT EAST R/W LINE
LOOKING EAST**

DATE: 12/6/2023
 PRINTED BY: haupie
 FILE NAME: c:\users\haupie\pw_wsdot\052355192nd_Bridge_Sidewalk_Bike_Lane_20230918.dgn
 MODEL NAME: 192nd - Path_North 2

**Puget Sound
GATEWAY** Program



**SR 509/24TH AVE S TO S 188TH ST
NEW EXPRESSWAY PROJECT
S 192ND ST SIDEWALK CONNECTIONS**

Exhibit D

SR 509 COMPLETION PROJECT PHASE 1

Urban Design Criteria

September 15, 2023

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Retaining Walls and Noise Walls 2

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 Wall Batter 3

Bridges 3

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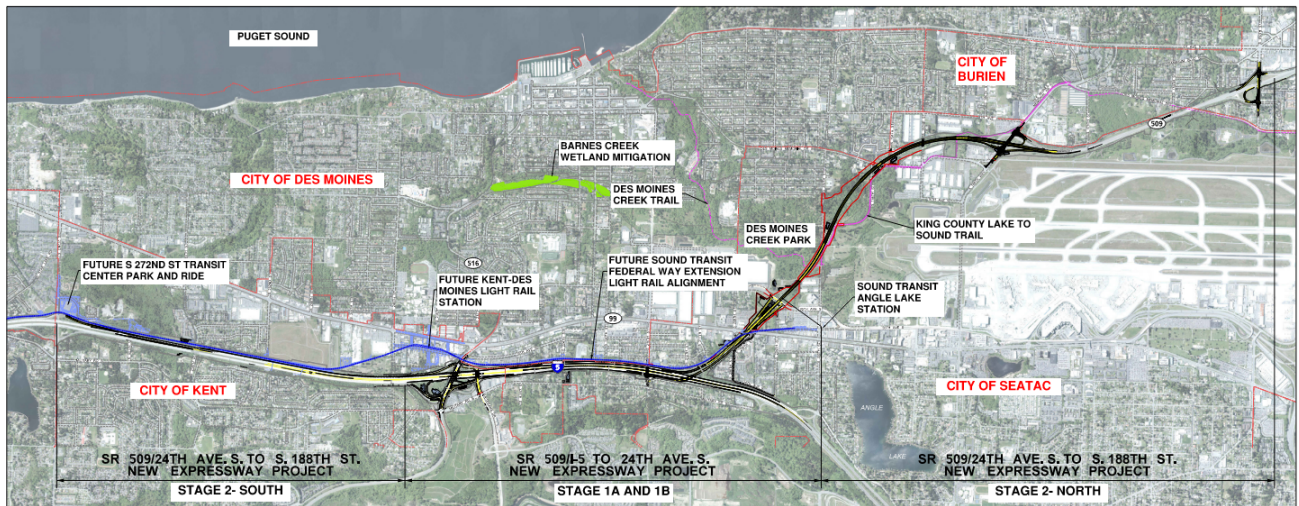


Figure 1: Vicinity Map

Purposes and Objectives

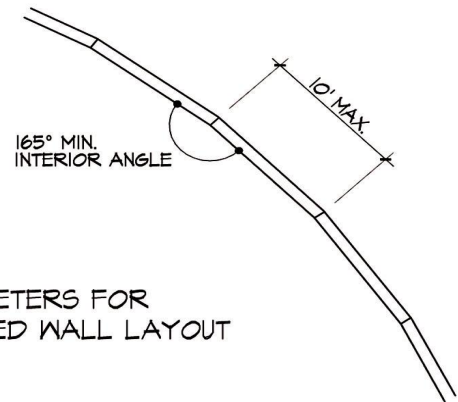
This document provides visual and aesthetic criteria for SR 509 Completion - Stage 2 Project for SR 509 between 24th Avenue S. interchange to S. 188th Street/Des Moines Memorial 8 Drive (DMMD) interchange and I-5 between the S. 272nd Street 23 interchange and the SR 516 interchange. Figure 1 The Design-Builder shall locate the aesthetic transitions to enhance corridor continuity, such as at ends of walls, barriers or abutments.

Retaining Walls and Noise Walls

CRITERIA

WALL ALIGNMENT

- Retaining walls on long curves shall follow the road along a curved alignment.
- If walls cannot be constructed in curved sections, walls shall be constructed in a series of short-chorded sections that appear to be on an arc or curving alignment (Figure 2).
- Walls shall parallel the highway alignment without jogs, offsets, or pronounced undulations.
- Wall transitions needed to move walls away from or toward the road shall be done gradually over long curves.
- Short jogs and zigzags in wall alignments shall only be allowed where walls parallel ROW boundaries that jog.
- Where possible, wall ends shall be curved into earth berms (Figure 3).



PARAMETERS FOR
CHORDED WALL LAYOUT

Figure 2: Chorded Wall Layout

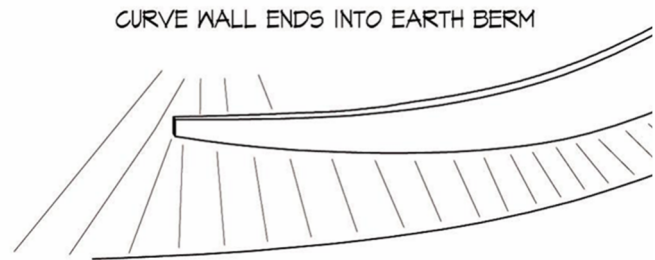


Figure 3: Wall End Treatment.

TOP OF WALL PROFILE

- All walls shall be capped by a 12-inch Class 2 smooth finish concrete band or cap with assigned corridor texture below.
- Abrupt sags and crests along the top of wall shall be avoided.
- Short steps along the top of retaining walls shall be avoided. For pre-cast walls, the top of the wall may be stepped. The vertical steps shall be in 2', 3', or 4' increments and be placed at joints in pre-cast wall panels. Horizontal runs shall be constructed in accordance with Section 6-12 of the Standard Specifications
- If top of wall cannot be constructed along a curved profile, the top shall be constructed in a series of short chorded sections that appear to be curved.
- When both the horizontal alignment and top of wall curve, the curves shall be coordinated to visually complement each other with vertices that align.
- Where retaining walls abut concrete bridge rails, the top of the retaining wall shall be aligned flush with the top of the concrete bridge rail.
- The profile of upper retaining walls or noise walls shall be compatible with the profile of lower walls and barrier walls. Mixing of dissimilar profiles such as steps with curves or contrary vertices shall be avoided.
- Where shown in the Conceptual Plans, the top of a retaining wall may be extended vertically to function as a barrier wall or noise wall.

WALL BATTER

- Front-battered cast-in-place retaining walls shall not be used. Batter that faces the retained side is permissible.

Bridges

CRITERIA

SUPERSTRUCTURE

- Beam and girder depths shall be kept constant over multi-span structures.
- Beam and girder depths on closely adjacent structures visible to the traveling public shall be visually similar.
- Where an existing bridge only requires lengthening or widening, the new components shall be visually similar to the existing bridge structure type.
- Drainage pipes and other conduits shall be concealed in spaces between girders and in recessed slots or grooves in piers and abutments.
- Bird prevention spikes shall be used on all potential bird perch locations, defined as any flat surface on structures that may provide bird perching locations.
- Simple and consistent bracing patterns made up of as few members as possible shall be used. Complex bracing patterns, variable patterns, and patterns composed of many small members shall be avoided.
- Minimize superstructure depth. Maintain constant superstructure depths along the length of the bridge with necessary variations gradually and gracefully proportioned.

PIERS

- Round pier columns shall be used for all new bridge structures.
- Exposed projecting pier caps shall not be used.
- Where multiple piers are visible at the same time, piers of varying heights shall appear to have same width.
- Locate columns under parallel bridges along a common line at each bend.

ABUTMENTS AND WING WALLS

- At places where the abutments of more than one bridge are visible, the angle between the roadway and the abutment shall be equal for all the visible abutments.
- Where abutment walls and wing walls tie into retaining walls, the same patterning and color shall be used on all wall surfaces.
- Abutment slope protection shall be a minimum of 3:1 slope and shall not exceed 2:1 slope at edge of planted areas.
- Front-battered cast-in-place walls shall not be used.

Safety Barriers

CRITERIA

ROADSIDE BARRIERS

For consistency throughout the SR 509 and I-5 corridors, concrete traffic barriers shall be used wherever roadside barriers are required along the highway mainline and entry/exit ramps. Single-slope concrete barriers shall be used at all locations unless specified otherwise in Chapter 2, *Technical Requirements*. In medians on SR 509, barriers shall be high performance.

- Certain barrier sections shall function as short retaining walls that support planter areas in the median and along the roadside. These barrier wall sections shall be sealed to retain soils to within 4 to 6 inches of the top of the wall. Drainage shall be provided for these planters if infiltration is not possible.
 - Where local streets cross over the highway, concrete barriers along the highway shall extend continuously under the bridge in front of piers, abutments, and retaining wall structures. Areas behind the barrier (between the barrier and the pier or abutment) shall be surfaced with concrete slope protection or capped with concrete according to Standard Detail C-85.10-00.

BARRIERS ON STRUCTURES

- The tops of concrete traffic barriers shall slope toward the roadway.
- Concrete traffic barriers shall be extended across the tops of the bridge wing walls for better integration of bridge components and to accentuate the horizontal lines of the bridge.
- Where concrete traffic barriers on bridges abut retaining walls, the tops of barriers shall be aligned flush with tops of walls. Class 2 smooth finish vertical bands shall be provided at ends of barriers where they abut retaining walls.
- Where concrete traffic barriers on bridges abut traffic barriers on ramps, the tops of barriers shall be aligned flush. Class 2 smooth finish vertical bands shall be provided at ends of barriers on bridges where they abut traffic barriers on ramps.

- The same surface treatment shall be used on the outside of ramp barriers as was used on bridge barriers.
- Whenever possible, the ends of the concrete barriers shall be buried in the back slope in accordance with the WSDOT *Design Manual*, and use of impact attenuators shall be minimized.
- Pedestrian guardrails will be designed to allow the maximum visibility through the railing consistent with safety requirements.

Sign Structures and Toll Gantries

CRITERIA

- Where signs must be located over the roadway, they shall be mounted on simple mono-tube structures. Mono-tubes for signs and toll gantries and toll gantry hangers shall be painted “Mount St. Helens Gray” on SR 509 and “Blue Gray” (SAE AMSStandard 595 Color Number 35237) on I-5.
- Signs shall be placed on sign-mounting structures instead of on the sides of bridges.
 - Exceptions:
 - Where signs on pre-existing bridges will be replaced with new signs.
 - Where signs must be mounted on a bridge overpass to serve the under-passing road, the signs shall be attached unobtrusively. The tops of the signs shall not extend above the tops of the bridge rails, and the bottoms of the signs shall not extend below the bottoms of the bridge structures.
- Where local streets cross over the highway, erecting signs on the over-crossing bridge to serve the over-crossing roadway shall be avoided; instead, signs shall be located before or after the bridge.
 - Exception:
 - Where pre-existing signs on over-crossing roadway will be replaced with new signs.
- Where signs must be mounted on new bridges, a mounting monotube or bar shall be placed spanning all lanes of traffic to accommodate sign movements for future potential re-channelization of traffic.
- The size and location of signs and mounting structures shall be compatible with other highway structures, lighting, and landscaping.

Right-Of-Way Fencing and Fall Protection Aesthetics

CRITERIA

RIGHT-OF-WAY FENCING

- Fencing shall be Type 3, in accordance with the WSDOT *Standard Plans*.
- Fencing shall be coated in accordance with the WSDOT General Special Provisions (GSPs) in the color “Black.”

FALL PROTECTION

- Fall protection shall be galvanized cable fence, as detailed in the WSDOT *Bridge and Design Manual*, Chapter 8.

FALL PROTECTION EXPOSED TO PUBLIC VIEW

- Fall protection exposed to public view shall have all galvanized surfaces painted in accordance with Section 6-07.3(11)A of the WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*. The color of the finish coat, when dry, shall match the color of the wall or barrier in which it is mounted.

Surface Texture Aesthetics

CRITERIA

The surfaces of concrete elements shall be finished or textured as follows:

- SR 509:
 - Noise walls shall be “Coarse River Gravel” on the side facing SR-509 and “Ashlar” on the community-facing side.
 - Abutment support walls, abutment wing walls, retaining walls and noise walls shall be “Coarse River Gravel”.
 - Form liners of abutment support walls, abutment wing walls, and retaining walls shall be Mammoth Cobblestone Pattern Number 1536, supplied by Spec Formliners, Inc., Santa Ana, California, 92701, telephone number (714) 429-9500.
 - Bridge columns and superstructures, including bridge deck cantilevers, shall be Class 2 smooth textured.
 - Concrete traffic barriers on bridges and on retaining walls shall be textured as shown in 4.
 - The inset for concrete traffic barriers shall be “Fine River Gravel” as described below.
 - Form liners for concrete traffic barriers on bridges shall be 1-inch Round Stone Pattern Number 1609 as supplied by Spec Formliners, Inc., 1038 East 4th Street, Santa Ana, California, 92701; telephone number (714) 429-9500.
 - Traffic barriers on grade shall be Class 2 smooth textured. This does not apply to barriers over buried structure retaining walls. See above for surface finish requirements for this condition.
- I-5:
 - Abutment support walls, abutment wing walls, and retaining walls shall be “Raised Panel” (Figure 5).
 - Noise wall texture on highway side “Fractured Fin” (see the WSDOT Standard Concrete Finishes for Bridge & Structure Construction in Highway Projects, Appendix L)
 - Noise wall texture on community side “Ashlar Stone Finish” (see the WSDOT *Standard Concrete Finishes for Bridge & Structure Construction in Highway Projects*, Appendix L)
 - Bridge columns and superstructures, including bridge deck cantilevers, shall be Class 2 smooth textured.

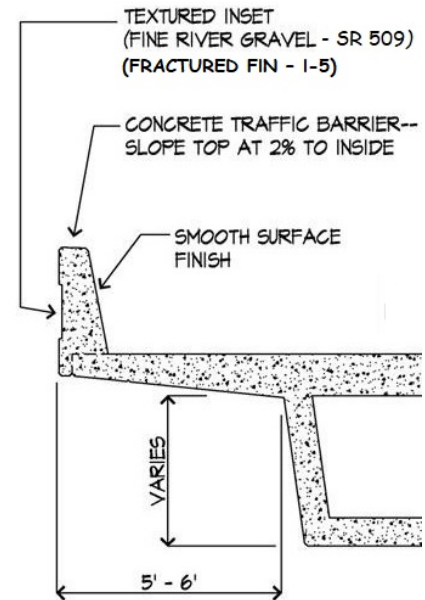


Figure 4: Textured Inset Location for Barriers on Bridges and Retaining Walls.

Exterior surface of concrete traffic barriers on bridges and I-5 over Veterans Drive Tunnel shall be textured with "Fractured Fin". Top and interior surfaces shall be smooth. See Appendix L2

WSDOT *Standard Concrete Finishes for Bridges & Structure Construction in Highway Projects* for Fractured Fin details.

- The inset shall be “Fractured Fin”; see *WSDOT Standard Concrete Finishes for Bridge & Structure Construction in Highway Projects*, Appendix L.
- Traffic barriers on grade shall be Class 2 smooth textured.

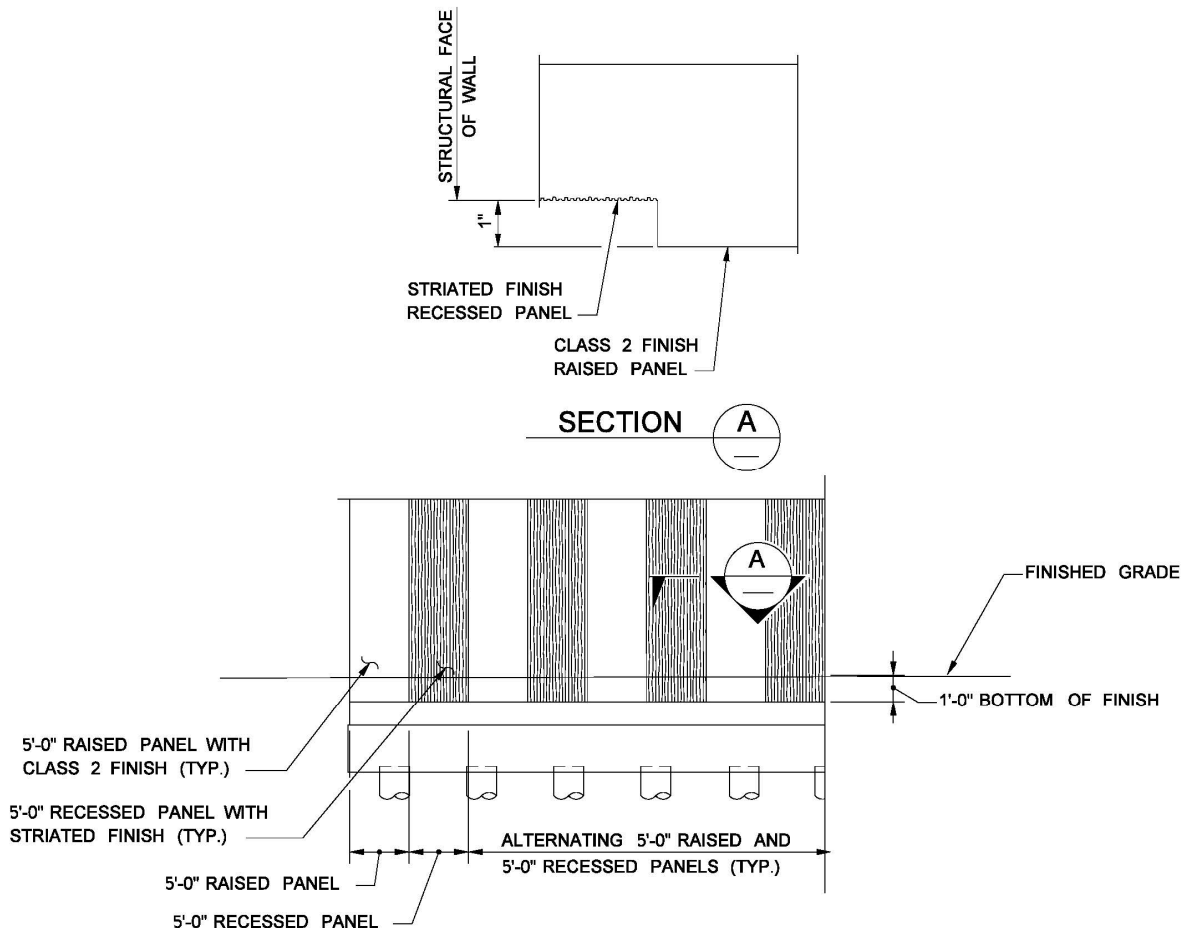


Figure 5: Raised Panel Concrete Surface Treatment.

Color Aesthetics

CRITERIA

All concrete surfaces except for pavement shall be treated with a pigmented sealer.

- Bridge structures including exterior side and bottom of exterior girders, all sides of the superstructure, all sides of every cap beam, and all above-grade portions of every column to 1-foot below grade.
 - SR 509:
 - The color for abutment walls, wing walls and pier columns shall be “Mount St. Helens Gray.”
 - The color for bridge superstructures, deck cantilevers, and concrete bridge rails shall be “Washington Gray.”

- I-5:
 - The color for all concrete shall be “Washington Gray.”
- Retaining walls and noise walls to 1-foot below grade
 - SR 509:
 - The color for retaining walls and noise walls shall be “Mount St. Helens Gray.”
 - The color for bridge superstructures, deck cantilevers, and concrete bridge rails shall be “Washington Gray.”
 - I-5:
 - The color for all concrete shall be “Washington Gray.”
- Fencing
 - Fencing shall be coated in accordance with the WSDOT General Special Provisions (GSPs) in the color “Black.”
- Barriers
 - SR 509:
 - The color for roadside barriers shall be “Mount St. Helens Gray.”
 - The color for barriers on structures shall be “Washington Gray.”
 - I-5:
 - The color for roadside barriers shall be “Washington Gray.”
- Railings
 - Fall protection exposed to public view shall have all galvanized surfaces painted in accordance with Section 6-07.3(11)A of the WSDOT *Standard Specifications for Road, Bridge, and Municipal Construction*. The color of the finish coat, when dry, shall match the color of the wall or barrier in which it is mounted.
- Sign Structures and Toll Gantries
 - SR 509:
 - Mono-tubes for signs and toll gantries and toll gantry hangers shall be painted “Mount St. Helens Gray”
 - I-5:
 - Mono-tubes for signs and toll gantries and toll gantry hangers shall be painted “Blue Gray” (Federal Standard 595 Color Number 3527).
- Lighting
 - SR 509:
 - Light-mounting poles shall be “Galvanized”
 - I-5:
 - Light-mounting poles shall be “Galvanized.”
 - On city streets outside of WSDOT ROWs, the color shall be according to Local Agency standards.

- Downspout drains and scuppers on bridges
 - Where visible to the public, downspout drains and scuppers on bridges shall be painted to match the bridge structure pigmented sealer.
- All metal Work including but not limited to camera poles and ramp meter signal poles shall be:
 - SR 509:
 - “Galvanized”
 - I-5
 - “Galvanized.”
 - On city streets outside of WSDOT ROWs, the color shall be according to Local Agency standards.

Lighting Aesthetics

CRITERIA

The corridor light fixture shall be a standard WSDOT Type 3 medium-cut-off fixture with flat glass optics and an LED source. The mounting pole shall be a WSDOT Type 1 galvanized steel pole with finishes as indicated below.

- The proposed standards and luminaires shall be consistent throughout the SR 509 and I-5 corridors. The proposed lighting for local roads shall be designed and constructed in accordance with local jurisdiction standards.
- The lighting plan shall be coordinated with the design of walls and bridges.
- For short bridge spans, lights should be located off the structure or only at the ends of the structure, if possible.
- Where continuous lighting is used on a bridge, lighting shall be located at uniform intervals in locations that are visually integrated with the bridge structure, such as at pier lines.
- On Des Moines Memorial Drive corridor, pedestrian lighting shall be in accordance with the requirements that are outlined in the *Des Moines Memorial Drive plan*.

Intelligent Transportation Systems

CRITERIA

- WSDOT Intelligent Transportation System (ITS) cabinet locations and finish shall comply with the maintenance access and placement requirements in Section 2.18, *Intelligent Transportation Systems*, and shall not be placed within the clear zone or sight triangles.

WSDOT Drainage and Utilities

CRITERIA

- When extending utilities across bridges, pipes and conduit shall be concealed in the bridge superstructure. Neither conduit nor pipes shall be attached to visually exposed surfaces on bridges and walls.
- Additional conduits for future use shall be provided on all bridges.
- Use of bridge drains is discouraged. If water must be drained on a bridge, a drop drain shall be used if possible. If a drop drain is not possible, the bridge engineering, hydraulic

engineering, bridge maintenance staff, and landscape architect shall jointly design an acceptable bridge drain location. Ideally, the bridge drain will be concealed in the recessed slots in the piers.

Vegetation

CRITERIA

GENERAL

The following planting criteria apply to all planting areas within the project and Barnes Creek Mitigation site outside of the project limit. For visual consistency and integration with the adjacent landscape, plants in the SR 509 and I-5 corridors shall be mostly natives or have the visual characteristics of native plants. Plants in Barnes creek mitigation site shall be only native and in accordance with the conceptual plans. All use of plant and soil material, as well as stream and buffer restoration at UNT to South Fork McSorely Creek, shall follow the requirements of *Plant, Soil, and Environmental Restoration Design Criteria* (Appendix L)

- Plant mixes along the extended and reconstructed highway, as well as along I-5, shall be characteristic of the region, be suited to local climate and soils, have low maintenance requirements, and provide year-round visual buffering. Use mixes and cultivars resistant to disease.
- Disturbed ROW along I-5 will be restored to blend with existing I-5 corridor vegetation and the proposed FWLE vegetation and to provide visual buffering from and for adjacent properties.
- Plant species selected for city streets shall meet the requirements of the Local Agency of the city street.
- Selected plant species shall meet the criteria for planting near airports. Specifically, species height shall be restricted within the Port of Seattle Flight Safety Corridor and attraction of birds that might flock around aircraft shall be minimized within 10,000 feet of the runways. Taller species may be used in lower tiers of cut sections of roadway, but because of flight path considerations, only species that at maturity will not become obstructions within the Port of Seattle Flight Safety Corridor shall be used.
- Selection of plant species and final placement and layout of plants shall be coordinated with the WSDOT NWR Landscape Architecture Office. Planting conditions to be implemented for the SR 509 extension and I-5 reconstruction are described in the following sections.
- The planting for SR 509 and I-5 shall be in accordance with the Built Character outlined in the WSDOT *Roadside Policy Manual* with the exception that Roadside Zone 2 will be planted with shrubs and groundcovers. Seeding (includes erosion control grasses, turf grass and any sod or seeded mix) shall only occur as described in the following sections. The planting shall improve visual quality through visual continuity and view buffering. The planting shall consist predominantly of coniferous trees with intermittent deciduous trees. Low and medium height shrubs or vining plants shall be used on the ground plane to stabilize soils, eliminate the need for mowing and trimming around trees and shrubs, and inhibit the growth of invasive plants. The layout and composition of the vegetation buffer shall be adapted to work with cross-section grading, ROW width, clear zone and sight distance requirements, and stormwater collection and treatment facilities. For all other planting requirements, see the *Plant, Soil, and Environmental Restoration Design Criteria*.
- The planting for Barnes creek mitigation site shall be in accordance with the requirements outlined in the conceptual plans.

- Planting areas shall meet the roadside functions outlined in the *WSDOT Roadside Policy Manual* and be designed in accordance with the *WSDOT Roadside Manual*.
- All planting areas shall meet the requirements described in the *Plant and Soil Material Design Criteria* (Appendix L).

VEGETATION PROTECTION

For existing trees to be protected within the project area or adjacent to the Impact Area Line, a certified arborist shall establish the Tree Protection area (TPA). See figure 7 for the standard calculation of the TPA.

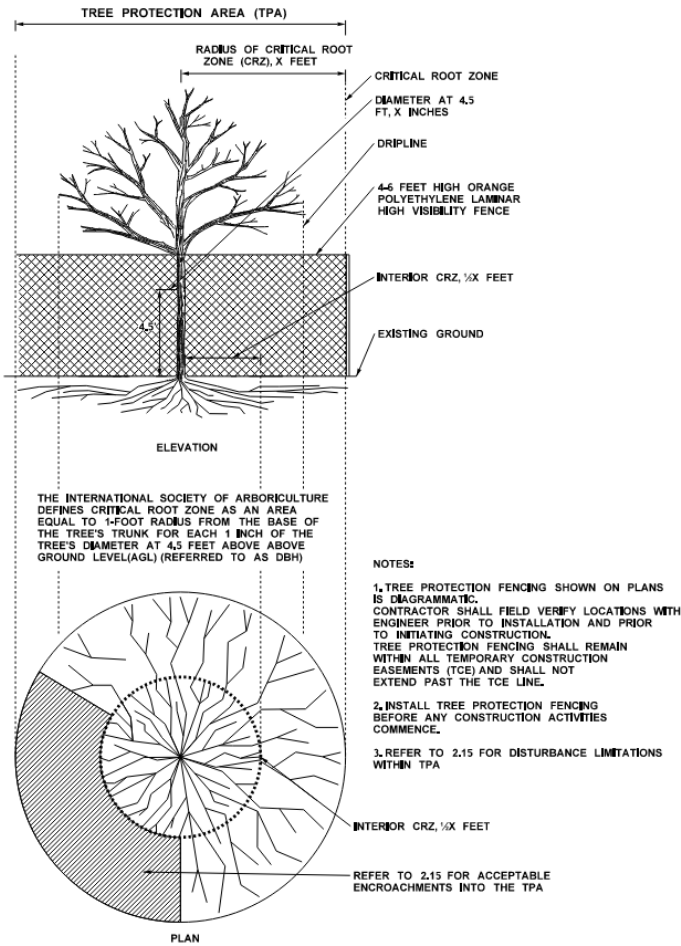


Figure 5: Tree Protection Area (TPA)

ROADSIDE CUT SLOPE PLANTING

The following planting criteria are for a roadside cross-section consisting of ditch or swale, with a cut slope extending above the ditch to approximately the ROW line. The roadside may be with or without a barrier or guardrail.

- Coniferous trees shall be provided on upper parts of slopes; they shall be planted in slightly irregular rows two to three plants deep, outside of the clear zone and within the ROW.
- Intermittent short gaps in conifers shall be provided every 100 to 300 yards. Upper-story and lower-story deciduous trees shall be inserted into gaps. Deciduous trees shall be far enough from the roadway to minimize the amount of leaves that enter the drainage systems.

- Medium/low shrubs shall be planted among trees and, in places, in front of trees.
- Within the clear zone, on the lower slope below the trees, and above the ditch (if present), medium to low shrubs or non-climbing vining ground covers shall be provided to create a gradation or transition from grass to trees. Shrubs and ground covers may undulate in and out of the clear zone (Figure 7).
- Where barrier or guardrail are provided continue shrub and tree planting to barrier or guardrail with a minimum 5 feet setback. (Figure 4).
- Plants shall be laid out in informal, slightly irregular massings (Figure 7).
- Grass shall only be planted where barrier or guardrail are not provided and shall be limited to one-pass mowing no wider than 10 feet.
 - Exceptions:
 - Roadside ditch and ditch side slopes shall be planted with permanent erosion control grasses.

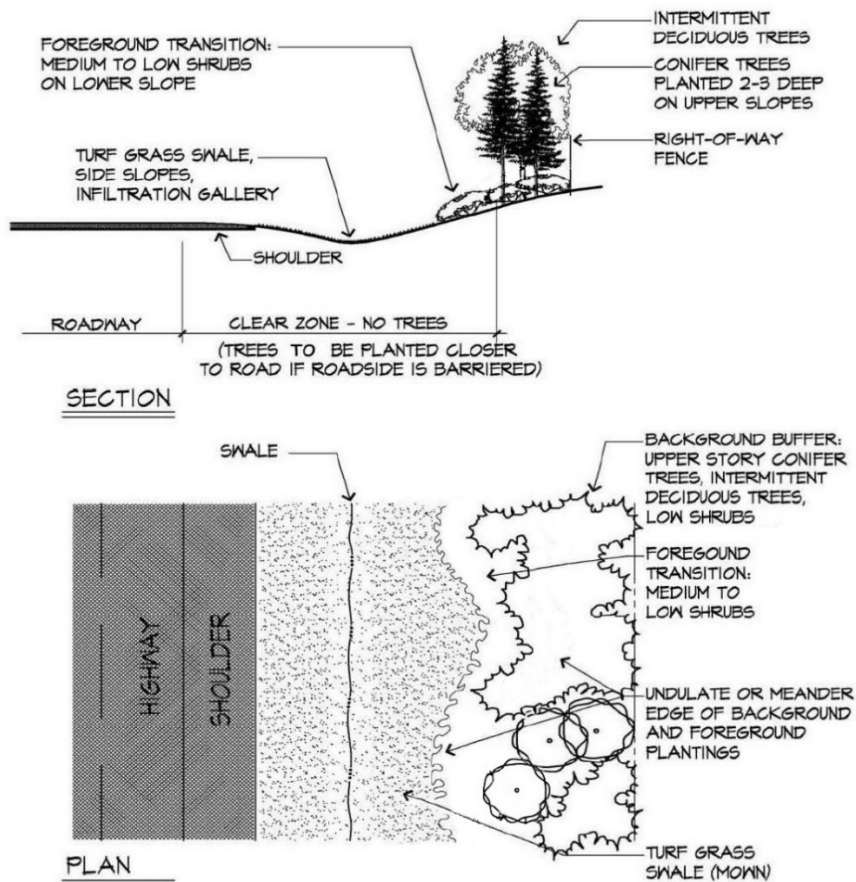


Figure 7: Roadside Planting on Cut Slopes

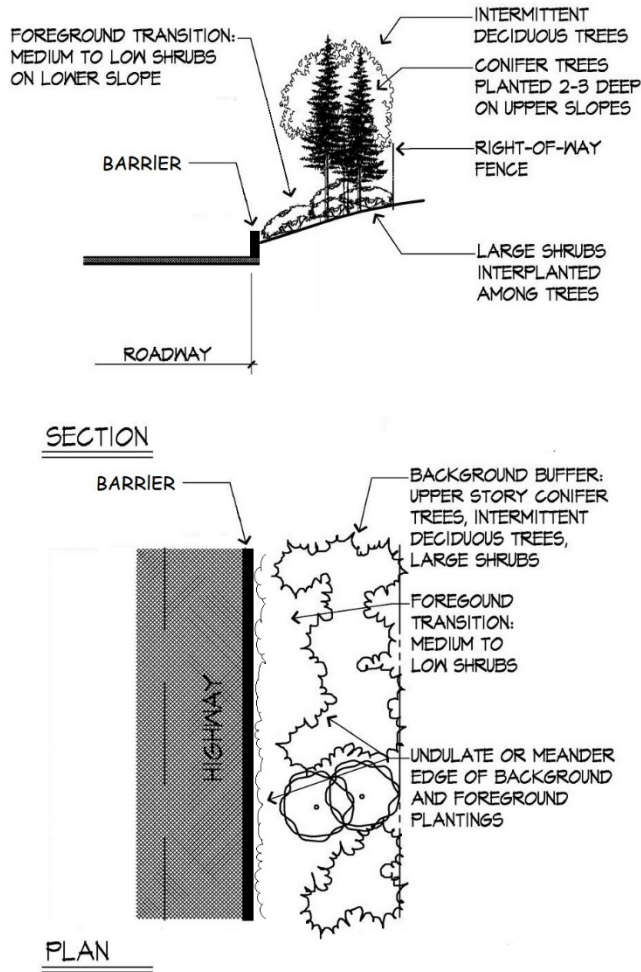


Figure 4: Roadside Planting on Cut Slopes with Barrier or Guardrail.

ROADSIDE FILL SLOPE PLANTING

The following planting criteria are for a roadside cross-section consisting of a fill slope between the edge of shoulder and existing grade or ROW line. The roadside may include stormwater treatment facilities. The roadway may be with or without a barrier/guardrail.

- Coniferous trees shall be provided on lower parts of slopes. They shall be planted in slightly irregular rows two to three plants deep, outside of the clear zone and within the ROW (Figure).
- Intermittent gaps in conifers shall be provided every 100 to 300 yards and upper story and lower story deciduous trees shall be inserted into gaps. Deciduous trees shall be far enough from the roadway to minimize the amount of leaves that enter the drainage systems.
- Small-medium shrubs shall be planted among conifer trees and, in places, in front of conifer trees.
- Within the clear zone, on the upper slope above the conifers, medium to low shrubs and/or non-climbing vining ground covers shall be provided to create a stepped or graduated transition from grass to trees. The edge of the shrub or ground cover foreground shall undulate slightly toward and away from the road.

- Plants shall be laid out in informal, slightly irregular massings.
- Unless a barrier or guardrail is present, the upper part of slopes shall be planted with erosion control grasses limited to one-pass mowing no wider than 10 feet.
- Where barrier or guardrail are provided continue shrub and tree planting to barrier or guardrail (Figure).

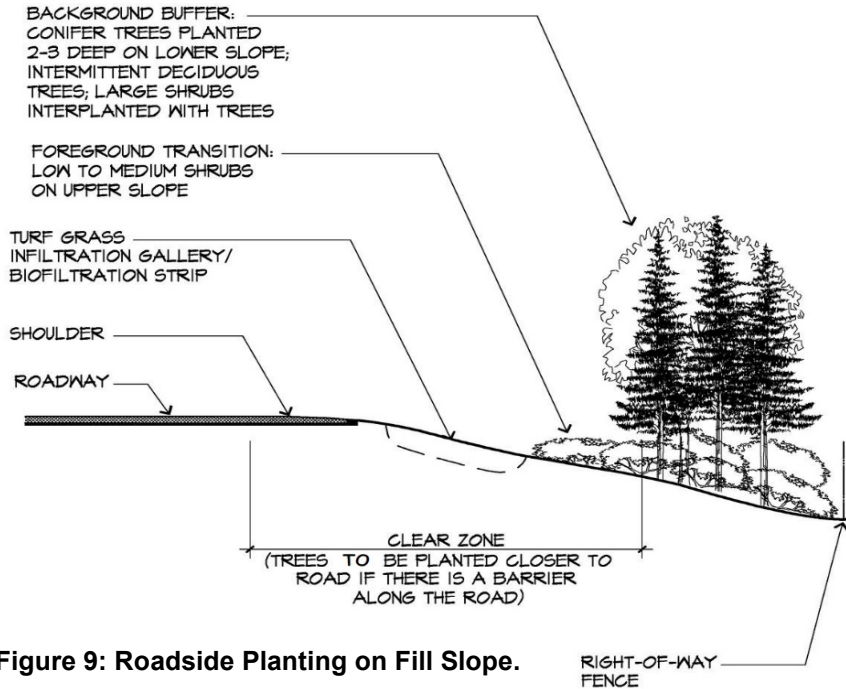


Figure 9: Roadside Planting on Fill Slope.

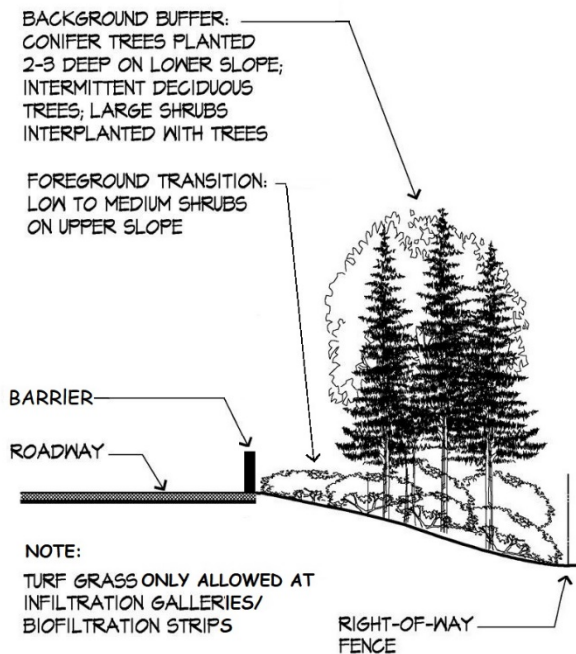


Figure 10: Roadside Planting on Fill Slope with Barrier or Guardrail.

PLANTING IN BARRIERED RAISED AREAS BETWEEN ROADS

The following planting criteria are for raised planter areas between concrete barriers. This situation would occur where narrow medians are flanked by barriers and the area between barriers is filled with soil to form a raised planter strip. A similar condition would occur in linear areas between the mainline highway and on/off-ramps.

Generally, these planter strips shall be planted with trees and shrubs that provide vertical mass and density to improve drivability and guidance by shielding headlight glare and screening visual clutter and the distraction of on-coming traffic. Plantings in these areas shall create as much visual separation between pavements as possible without overhanging the roadway or violating clear zones. Widths are measured from back of barrier to back of barrier.

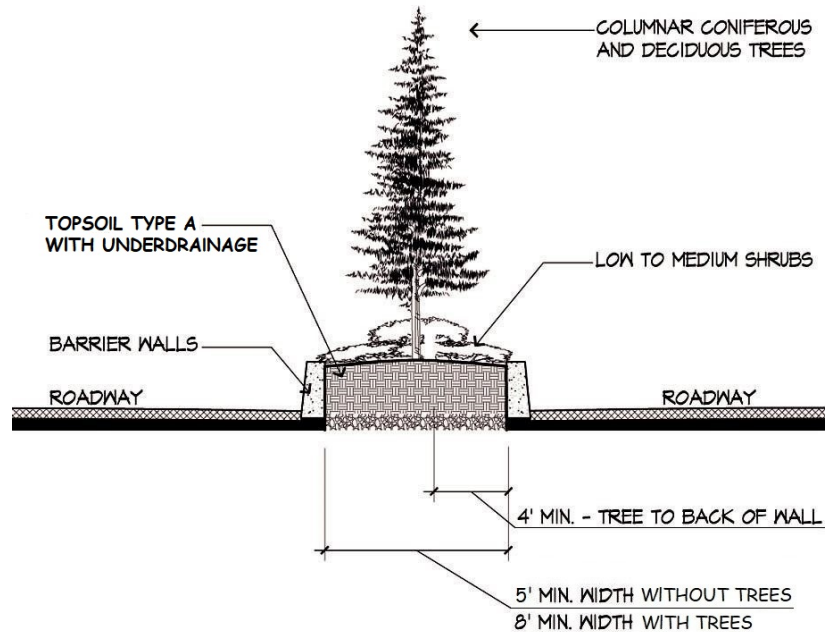


Figure 5: Planting in Barriered Areas Between Roads.

- The minimum raised planter width shall be 5 feet. Trees in planter areas 8 feet to 10 feet wide shall be predominantly narrow conifers spaced to form linear and fairly uniform vertical plant masses. Low to medium-height shrubs shall be used to cover open ground areas in the planter strips.
- Raised planter strips 10 feet wide and greater shall be planted with a combination of columnar deciduous and conifer trees. Trees shall be spaced to form fairly uniform linear plant masses. Groups of coniferous trees shall be alternated with groups of deciduous trees for visual interest. So that drainage systems are not clogged by falling leaves, deciduous trees shall not be located near drains. Low to medium shrubs shall be used to cover open ground in planter areas.
- Strips between barriers less than 5 ft. wide shall be capped with concrete in accordance with Standard Plan C-85.10-00 to prevent accumulation of debris between barriers.
- Planter strips between barriers shall be raised (Figure 5).
 - Exceptions:
 - Where stormwater facilities require lower grades planter areas shall meet the requirements of Planting in Barriered At-Grade Areas Between Roads.
 - Grade transitions to these areas shall be gradual in compliance with Slope Treatment Standard Plan A-20.10-00 with slopes not exceeding 3:1.

PLANTING IN BARRIERED AT-GRADE AREAS BETWEEN ROADS

The following planting criteria are for at-grade median areas and areas between the highway mainline and on/off-ramps where raised planters are not feasible.

Stormwater treatment facilities in these areas shall have linear or curvilinear configurations, and, depending on the layout and size of the treatment system, plants shall be located around the treatment facility. Plantings shall be closely coordinated with requirements for siting, operating, and maintaining stormwater facilities. Permanent irrigation is not allowed in areas near the infiltration systems. Plants selected shall be appropriate for the hydrozones.

The planting criteria for Planting in Barriered Raised Areas Between Roads shall apply to this section, with the following additional requirements:

- The minimum distance between plants and stormwater facilities shall be 6 feet.
- Only evergreen trees and shrubs shall be used near stormwater facilities.
- Surface treatments and plant coverings (such as grass) for stormwater facilities shall be determined by the WSDOT Engineer. Grass behind barriers shall be limited to stormwater facilities. Maintenance equipment access for parking and mowing shall be provided.
 - Access to grass areas for maintenance and mowing shall be provided for in the design.

MAINTENANCE ACCESS PLANTING

The I-5 culvert access path surface shall be paved within the design vehicle wheel track only. Paved area shall not exceed 40% of total access route surface. All other areas within the access path shall be planted in Topsoil Type A, with full mulch coverage. For planting and soil preparation requirements see the *Plant, Soil, and Environmental Restoration Criteria (Appendix L)*.

The I-5 culvert access turnaround area shall be surfaced with pavers within truck turn footprint, with a buffer of 5'-0" from the outside edge of the wheel path. Pavers shall have a minimum dimension of 18" x 18" and shall have 18" planted gaps. Paver area shall not exceed 25% of total turnaround footprint. All other areas within the turnaround area shall be planted in Topsoil Type A, with full mulch coverage. For planting and soil preparation requirements see the *Plant, Soil, and Environmental Restoration Criteria (Appendix L)*.

Community Gateways

CRITERIA

COMMUNITY GATEWAY DESIGN

The Design-Builder shall initiate and facilitate the process to determine specific design and character elements for the community gateway at 24th Avenue South with the City of SeaTac. The design must meet the WSDOT *Roadside Policy Manual* parameters for community gateways and Chapter 950 of the WSDOT *Design Manual*, and be consistent with previous stages of the project. Design elements will need to be approved by WSDOT. The Design-Builder shall facilitate and implement the community gateway design, construction and agreements.

References

- Washington State Department of Transportation. *Roadside Manual* M 51-02 (Appendix D).
- Washington State Department of Transportation. *Roadside Policy Manual* M 3110 (Appendix D).

- Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 (Appendix D)
- Washington State Department of Transportation. Standard Concrete Finishes for Bridge & Structure Construction in Highway Projects. (Appendix L)
- Washington State Department of Transportation. *Standard Plans* M 21-01 (Appendix D).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Brenton Cook, Engineering Manager; Paul Muppidi, Associate Civil Engineer
Date: 1/11/2024
Subject: South 204th Street, 30th Avenue South, & 32nd Avenue South Project (PW CIP ST-134)
Professional Design Services Contract Amendment with Perteet, Inc.

Purpose:

This item is being brought before the Transportation & Public Works (T&PW) Committee to forward for Council review and action, with a recommendation to approve an Ordinance relating to:

- Authorizing a contract amendment with Perteet, Inc. to provide design services beyond the previously established scope.
- Authorize amending the City's 2023-2024 Biennial Budget by increasing expenditures in the Transportation CIP Fund (#307) by \$754,323 to fully fund design work in 2024.

Background:

Public Works is progressing with the design of street and pedestrian enhancements along the following roadway segments:

- 30th Avenue South and 32nd Avenue South, spanning from South 200th Street and South 204th Street.
- South 204th Street, connecting 30th Avenue South and the future 34th Avenue South.
- South 202nd Street, establishing a pedestrian sidewalk link between 30th Avenue South and 32nd Avenue South.

WSDOT is presently constructing a new section of 34th Avenue South between South 204th Street and South 208th Street as part of the ongoing SR 509 Completion Project. In tandem with this effort, the City is receiving WSDOT SR509 mitigation funding. This presents an optimal opportunity to design and implement the aforementioned improvements on South 204th Street, 30th Avenue South, 32nd Avenue South, and South 202nd Street, creating a pedestrian link between South 200th Street and South 208th Street.

Proposed capital enhancements include paving, landscaping, new sidewalks, light poles, upgraded storm drainage infrastructure, curb and gutter improvements, rectangular rapid flashing beacons (RRFB), on-

street parking, traffic calming measures, and Americans with Disabilities Act (ADA) compliant ramps. These enhancements will also address safety concerns identified by Madrona Elementary School.

During the June 13, 2023, Regular Council Meeting, the Council authorized an Ordinance via Agenda Bill 6127 to grant a professional design services contract to Perteet, Inc., in an amount not to exceed \$925,030. In accordance with this Ordinance, the 2023-2024 Biennial Budget was amended to cover design work in 2023 for the full amount of the professional services contract. The original contract scope, fee, and schedule were developed with the understanding that construction would commence in the Summer of 2024, and existing franchise utility infrastructure would be relocated without undergrounding.

Last month, staff made the decision to transition all existing aerial utilities directly impacted by proposed project elements to an underground configuration in alignment with [SeaTac Municipal Code Chapter 11.20](#). This decision will necessitate modifications to Perteet's design scope, outlined as follows:

- 1) **Undergrounding Aerial Utility Infrastructure in the Right-of-Way:** All aerial distribution lines on 30th Avenue South and 32nd Avenue South, situated between South 200th Street and South 204th Street, will be relocated underground through a joint utility trench. Aerial infrastructure on the south side of South 204th Street will remain unaffected, as major project improvements are not planned for this side of the street. Perteet is tasked with coordinating with various franchise utilities to design the new joint utility trench network.
- 2) **Undergrounding Utilities to Private Properties:** All aerial service lines leading to private properties, including both communications and power, will undergo undergrounding. This impacts all private properties on both sides of 30th Avenue South and 32nd Avenue South. Additionally, private properties on the north side of 204th Street, east of 32nd Avenue South, will have their aerial service lines undergrounded. Perteet is responsible for designing conduit routes through these private properties and assisting City staff in drafting agreements for this work.
- 3) **Complete Roadway Reconstruction:** Due to the extensive trenching required for undergrounding aerial utilities, the City has opted for a comprehensive reconstruction of the asphalt roadway profile, departing from the initially planned partial overlay. Consequently, Perteet is tasked with redesigning up to eight additional pedestrian ramps to align with Americans with Disabilities Act (ADA) standards.
- 4) **Water Main Replacement Opportunity:** Highline Water District now identifies this project as an opportunity to replace segments of the water main within the project limits. Although the district will design these improvements under a separate contract, the City and Perteet will be responsible for integrating this design into the bid documents for this project. Highline Water District will compensate the City for construction costs via an interlocal agreement (ILA).

- 5) **Expanded Survey Scope:** Perteet's survey scope now encompasses both sides of the roadway, necessitating detailed surveying up to the front of all private residences adjacent to the project limits.
- 6) **Additional Right-of-Way Services:** With the design schedule now extending into 2025, SeaTac staff will no longer handle right-of-way (ROW) work in-house as initially planned. Consequently, Perteet will assume full responsibility for developing appraisals, offer preparation, and negotiations under the guidance of City staff.
- 7) **Environmental Documentation and Permitting:** Staff is planning to pursue federal funding for this project. Accordingly, environmental documentation is required to meet National Environmental Policy Act (NEPA), and as such, is encouraged to factor in all potential environmental requirements early in the project development process. Perteet's scope now includes coordination for NEPA environmental determination due to be eligible for federal funding.
- 8) **Other Design Scope Impacts:** The extended design schedule necessarily results in various additional effort in nearly every task outlined in the original contract scope.

As a result of the design scope changes outlined, staff is requesting an increase in authorized expenditures for Perteet. A contract amendment is proposed that will increase the costs of Perteet's professional design services contract by \$754,323, with the revised total cost of the professional services contract not to exceed \$1,679,353. This total contract amount is tentative and staff plans to continue to negotiate contract fees with Perteet with the goal of lowering the overall contract amount. Project funding and anticipated expenditures in years 2023 and 2024 are as follows:

Available Funding

	<u>2023</u>	<u>2024</u>
Available 307 Funds	\$925,030	\$300,000
Total Funding Available	\$925,030	\$300,000

Anticipated Expenditures

	<u>2023</u>	<u>2024</u>
Perteet Design Contract (Authorized)	\$925,030	
Perteet Contract Amendment (Current Proposal)		\$754,323
Total Anticipated Design Expenditures	\$925,030.00	\$754,323

Note that the proposed contract amendment of \$754,323.00 exceeds available funding in 2024 by \$454,323.00. Accordingly, staff has prepared an Ordinance to amend the 2023-2024 Biennial Budget to fully fund design in 2024.

Now that the design timeline has been extended, staff will be able pursue both federal and state grant opportunities to offset right-of-way and construction costs associated with this project. Previously, staff was aiming to only pursue state grants to preserve a more aggressive design timeline.

Options/Recommendations:

Staff recommends forwarding this Ordinance to full Council on January 23, 2024 for review with a recommendation for adoption. Should this recommendation not be forwarded to Council, this Committee shall advise staff on next steps.

ORDINANCE NO. _____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to amend a professional services contract with Perteet, Inc. for design of the South 204th Street Improvements Project (Public Works Project ST-134), and amend the City's 2023-2024 Biennial Budget.

WHEREAS, the City of SeaTac implements a transportation improvement program, which identifies capital improvement projects for the City's transportation network; and

WHEREAS, the South 204th Street Improvements Project ("Project"), Public Works Project ST-134, which is part of the City's transportation improvement program, will be designed in 2023, 2024, and 2025; and

WHEREAS, funding for the design efforts is needed in 2024, by increasing expenditures in the Transportation CIP Fund (#307) by \$454,323;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. The City's 2023-2024 Biennial Budget shall be amended by increasing expenditures in the Transportation CIP Fund (#307) by \$454,323 to fund design efforts for the South 204th Street Improvements Project.

Section 2. The City Manager is authorized to execute a contract amendment with Perteet, Inc., in the amount of \$754,323 for the design of the South 204th Street Improvements Project (Public Works Project ST-134).

Section 3. This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

ADOPTED this ____ day of _____, 2024, and signed in authentication thereof on this ____ day of _____, 2024.

CITY OF SEATAC

Jake Simpson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to form:

Mary E. Mirante Bartolo, City Attorney

[Effective Date: _____]

[S. 204th Street Improvements Project and Budget Amendment]

EXHIBIT A
SCOPE OF SERVICES
City of SeaTac
South 204th Street, 30th Avenue South, and 32nd Avenue South
Amendment 1

City Project Number: ST-134

INTRODUCTION

The overall objective of this project is to prepare a bid package for improvements to S 204th Street, 30th Avenue S, and 32nd Avenue S, and S 202nd Street. Elements of this project will include the details and plans for the sidewalk and roadway improvements, pedestrian crossing improvements, stormwater, lighting, landscaping, survey and basemapping, geotechnical investigation, public outreach, right-of-way acquisition services, environmental permitting and documentation, and utility coordination for necessary relocations. Design support during construction will be included in a separate phase. The design phase will be funded with SR 509 State mitigation funding that the City is receiving from WSDOT and local funds. The construction phase is to be funded by SR 509 State mitigation funding and local funds and State funding.

This amendment will include the following changes to the original scope of work:

1. Task 1 - Additional project management for extended duration.
2. Task 2 - Additional analysis for traffic calming.
3. Task 3 – Additional utility coordination related to undergrounding and water line replacement by Highline Water District.
4. Task 4 – Additional survey and potholing for service connections and full-width pavement rehabilitation.
5. Task 7 – Updated community engagement to include design changes.
6. Task 9-13 – Revised 30% design and expanded scope from 60% through final design.
7. Task 15 – Additional parcel exhibits and Right-of-way sheets for undergrounding
8. Task 17 – Right-of-Way Acquisition services
9. Task 18 - Franchise Utility Design and Coordination For Undergrounding

This amendment includes design for overhead and underground utility relocations, per franchise agreement, required to accommodate the proposed improvements. Utilities include PSE power and gas, Highline Water District #75, Midway Sewer District, telecommunications, cable, and internet. This amendment also includes accommodations for federal funding for right-of-way and construction phases, including Right-of-Way acquisition services.

Changes to the project improvements are expanded in this scope to include:

- Undergrounding of service connections on private property (30th Ave S between S 200th St and S 202nd St; 32nd Ave between S 200th St and S 204th St; and S 204th St east of 32nd).
- Restoration of surface for all undergrounding, including full-width pavement replacement and spot-repair of sidewalk panels (30th Ave S between S 200th St and S 202nd St; 32nd Ave between S 200th St and S 204th St; and S 204th St east of 32nd).
- Incorporating City comments on roadway sections from the original 30% design review, including shifting of roadway crowns to centerlines on S 202nd St and 32nd Avenue S, and widening of S 202nd St to two 11-foot lanes.
- Bulb-outs throughout project (if in-alignment with findings from traffic calming study)
- Environmental documentation and permitting assistance to support NEPA.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

Services provided by the Consultant will consist of:

GENERAL SCOPE OF SERVICES

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

- Task 1 – Project Management and Coordination (Supplemented)
- Task 2 – Options Analysis (Supplemented)
- Task 3 – Utility Coordination (Supplemented)
- Task 4 – Survey and Basemapping (Furtado & Associates) (Supplemented)
- Task 6 - Environmental Documentation and Permitting (Supplemented)
- Task 7 – Community Engagement (Stepherson & Associates Communications) (Supplemented)
- Task 9 – 30% PS&E (Perteet and HBB) (Supplemented)
- Task 10 – 60% PS&E (Perteet and HBB) (Supplemented)
- Task 11 – 90% PS&E (Perteet and HBB) (Supplemented)
- Task 12 – Final PS&E (Perteet and HBB) (Supplemented)
- Task 13 – Ad-Ready Contract Documents (Supplemented)

- Task 14 – Maximum Extent Feasible (MEF) Documentation (Supplemented)
- Task 15 – Right-of-Way Plans (Furtado & Associates and Perteet) (Supplemented)
- Task 17 – Right-of-Way Acquisition (Commonstreet Consulting) (New)
- Task 18 – Franchise Utility Design and Coordination For Undergrounding (New)

This Scope of Services is defined in the tasks below.

Project Assumptions

The added duration that this scope of services is intended to cover is not assumed to be longer than 12 additional months (27 months total with the original at 15 months).

The design phase project funding is all local funds. The right-of-way phase is assumed to include federal funding. The construction phase is assumed to include local, State, and federal funding. This scope assumes final funding sources will be determined and remain unchanged prior to the start of 60% design.

This Scope of Services is defined in the tasks below.

SCOPE OF SERVICES DEFINED

Task 1 – Project Management and Coordination (Supplemented)

1.1 Project Coordination with City

The Consultant will coordinate with the City of SeaTac on a regular basis for the additional duration of this amendment.

Assumptions:

- An additional 12 months of coordination and status meetings is assumed.
- Check-in status meetings for the additional 12 months will be half-hour biweekly virtual meetings (or monthly hour-long meetings)

Deliverables:

- Check-in Status Meeting Notes and Action Items (email format)

1.2 Project Schedule, Budget, and Team Management

The Consultant will update the project schedule and manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress for additional work related to this amendment.

Deliverables:

- Up to two (2) additional schedule updates

1.3 Progress Reports and Invoices

This task is amended as follows:

Deliverables:

- Up to 12 additional monthly invoices and progress reports

Task 2 – Options Analysis (Supplemented)

The City has requested traffic analysis to inform the traffic calming element of the options analysis phase. The Consultant will update the options for specific project elements, compare those options, and ultimately recommend via coordination with the City a refined project scope of improvements to be implemented based on the results of the traffic investigation.

2.3 Design Options Analysis**Traffic Calming**

The Consultant will conduct a new evaluation of appropriate traffic calming measures. The evaluation will consider the new proposed roadway section, speed and volume data, the City's procedures for evaluating Phase II traffic calming measures, and the Consultant's past project experience. Up to four (4) geometrically feasible options will be considered, which may be of a uniform type or a combination of treatments. The evaluation matrix will compare the following for all options: complexity, order-of-magnitude cost, maintenance of parking, green space impacts, right-of-way needs, and anticipated order-of-magnitude speed reduction effectiveness.

2.6 Traffic Data Collection (New sub-task)

The Consultant will direct and coordinate with IDAX Data Collection company to collect traffic volume and speed count information to inform the refinement of the draft traffic calming elements recommended in the original scope of work.

Assumptions:

- Traffic data collection will include seven-day counts and speeds at up to four locations.
- The results of the traffic analysis will NOT be incorporated into the draft report that was prepared as part of the original scope of work.

Deliverables:

- Traffic data

Task 3 – Utility Coordination (Supplemented)

The Consultant will provide utility franchises (PSE power and gas, Highline Water District, Midway Sewer District, Comcast, and CenturyLink) with copies of the revised 30% submittal, and identification of potential utility conflicts for the expanded project area impacts associated with this scope of work. Task 18 includes coordination specific to electrical and communications undergrounding, whereas Task 3 includes coordination for the other elements of design. The Consultant will also coordinate the design with Highline Water District’s design to replace the existing water main.

3.1 Utility Coordination

Services provided by the Consultant under this subtask will be supplemented with:

- Review the existing basemapping and record drawings at locations of anticipated utility conflicts to identify the locations and presence of the utilities. Discrepancies between the existing basemap and record drawings will be coordinated by the Consultant with each utility, and changes to the basemap will be updated by the Consultant.
- Acquire and review Highline Water District’s design drawings of proposed water main replacement within the project limits.
- Provide the utility owners with electronic (PDF) copies of the revised 30% plan sheets.
- Perform potholing explorations during the 60% PS&E design phase for the expanded projects limits in this scope. The Consultant team is providing potholing services for up to 15 locations in Task 4.

Assumptions:

- 15 pothole locations will be sufficient to meet the project needs.
- Coordinating pole removals or relocations associated with the expanded lighting design scope that are not covered by Task 18 are not included.
- Meetings with Highline Water District will be as allowed by a separate contract between the Consultant and Highline Water District.

Deliverables:

- Half size revised 30% plan sets sent to applicable utility franchises (PDF)

3.3 Integration of Highline Water District Design (New)

The consultant will design new water main infrastructure under a separate contract with Highline Water District.

Assumptions:

- The City will construct the new water main infrastructure as part of this project under an interlocal agreement (ILA) with Highline Water District.

- Other than Consultant effort required to integrate the Highline Water District work into the bid package for this project, all other design costs associated with the water main work shall not be included in this contract, and instead be absorbed by Highline Water District and not the City.

Deliverables:

- Consultant shall integrate special provisions developed as part of a separate contract in coordination with Highline Water District.
- The plans for Highline Water District's new infrastructure shall be included in the plan set for this project.
- A separate bid schedule associated with the water main work shall be incorporated into the specifications for this project.

Task 4 – Survey and Basemapping (Furtado & Associates) (Supplemented)

This effort is supplemented with the attached scope (for both Task 4 and Task 15) from Furtado & Associates.

4.4 Test-Holing (Furtado & Associates) (Supplemented)**As-Built Underground Features (Sanitary and Storm Sewer):**

Provide utility test-holing for up to eight (15) test-holes and survey test-hole locations after test-holing has been completed.

- Survey of test hole pin locations (up to 15 pins).

Task 6 – Environmental Documentation and Permitting (Supplemented)**6.4 NEPA (New)**

As this project is planning on receiving Federal funding, the City is required to meet the requirements of the NEPA, and as such, is encouraged to factor in all potential environmental requirements early in the project development process. The Consultant will complete coordination for Federal (NEPA) environmental determination due to assumed federal funding.

6.4.1 NEPA WSDOT and City Early Coordination

WSDOT Local Program encourages early coordination in the project development process to evaluate any potential environmental impacts due to the project improvements. Due to the nature and limits of the project improvements, it is likely that the project does not induce significant impacts to planned growth or land use; does not require the relocation of significant number of people; does not have a significant impact on any natural, cultural, recreational, historic or other resource; does not involve significant air, noise, or water quality

impacts; and does not have significant impacts on travel patterns. Therefore, it is anticipated that a Categorical Exclusion (CE) level NEPA documentation is appropriate. The consultant will draft a Preliminary NEPA CE form for the Early Coordination Meeting to discuss the project and the NEPA environmental classifications.

Assumptions:

- One (1) virtual meeting will be attended and facilitated by the Consultant Project Manager and Environmental Planning Lead.
- STIP project listing will be conducted by client and completed before WSDOT Early Coordination Meeting is scheduled.
- Correspondence will be provided with WSDOT staff, City staff, and Consultant staff (assumed to include the project manager or lead engineer, the environmental planning lead, and the right-of-way consultant) by phone or email. No meetings are assumed.

Deliverables:

- Email correspondence.

6.4.2 NEPA CE Form

The Consultant will prepare a Final NEPA Categorical Exclusion (CE) submittal with documents provided for City review and then for submittal to WSDOT. WSDOT after the 30% design review meeting and confirmation of project extents, inclusive of discipline memos. The consultant will coordinate with WSDOT's Local Programs throughout the development, review, update, and final approval of the NEPA Categorical Exclusion Documentation form.

Assumptions:

- The level of NEPA CE documentation will be limited to completing a NEPA CE form and supplemental memos for Environmental Justice and Hazardous Materials screening.
- No critical sensitive areas occur within or near the project will be affected by the project.
- It is assumed that the project is exempt from an Air Quality Analysis, per Appendix G of WSDOT's "NEPA CE Guidebook for Local Agencies".
- The project is not in a floodplain.
- No parks will be affected or will require 4(f) and or 6(f) evaluation.
- No impacts to schools will require 4(f) evaluation.
- A noise study will not be required due to no increases in travel lane width.
- The project will be consistent with the WSDOT HRM or Ecology stormwater manual for stormwater management.
- Coordination will occur with WSDOT after CE submittal to respond to any review comments. One (1) revision to the CE form is assumed.
- Once WSDOT agrees the CE form is complete they will request the CE to be signed by the City for final approval.
- No meetings are assumed for this subtask.

Deliverables:

- Preliminary Submittal CE and Final Submittal CE form to the City and WSDOT (assumes one minor revision to CE form for Final Submittal).
- Includes one round of city review with consolidated comments on CE form prior to WSDOT submittals.
- Correspondence provided via email.

6.4.3 NEPA Environmental Justice (EJ) Memo

An EJ memo will with related demographic GIS maps, figures, and tables be prepared to evaluate disadvantaged populations that may occur in the context of the project action pursuant to CE review criteria.

Assumptions:

- The City will provide one (1) consolidated review on the draft EJ memo prior to being finalized by the consultant team for WSDOT submittal.

Deliverables:

- Draft and final EJ memo (PDF)
- Correspondence via email

6.4.4 NEPA Biological Assessment BA

An Endangered Species act (ESA) consultation and Biological Assessment (BA) is assumed to be required by WSDOT due to anticipated changes in stormwater runoff which will result in an increase of net pollutant generating impervious surface (PGIS). Unless 100% infiltration or no net new PGIS is achieved, Endangered Species act (ESA) consultation and BA is assumed to be required by WSDOT. A BA will evaluate the project action area and threatened/endangered species and the potential project effects on endangered species. The BA will be developed consistent with WSDOT requirements.

Work Elements:

- Stormwater design information occurring with this scope will be evaluated for ESA effect considerations.
- Due to recent identification of 6PPD-Quinone from pollutant generating surfaces, a pollutant from tire dust occurring from pollutant generating surfaces in stormwater, it is understood that WSDOT in coordination with the National Marine Fisheries Service (NMFS) will require formal Section 7 Endangered Species Act (ESA) consultation for federal projects with net new pollutant generating impervious surfaces.
- For WSDOT to conduct formal ESA consultation as NEPA lead agency with NMFS and USFW, a BA report with tributary information figures (reduced maps indicating project location and action area) will be prepared to WSDOT template standards to include: 1) a description of the proposed project action and action area; 2) status/presence description of listed species and critical habitat; 3) the environmental setting and description of habitat

conditions associated with the project action and context; 4) a description of probable direct effects and cumulative effects on listed ESA species; and 5) addressing Magnuson Stevens Act.

- The BA will be informed by the stormwater drainage report and will be a combined technical effort between Perteet ecological staff and stormwater engineering staff. An ESA stormwater design checklist for Western Washington will be prepared to guide BA preparation to WSDOT standards. A Hi-Run dilution model is not assumed for this scope task at this time. If WSDOT or NMFS requires a Hi-Run dilution model that effort will require a supplemental scope and fee to prepare.
- Coordination and iterative review and revision of the BA and affected project design elements may require re-submittals during formal ESA consultation. For the purpose of this scope task, it is assumed that two minor revisions to the BA and support maps and materials may be required. If more iterations and revisions are required during formal ESA consultation that additional effort, or any substantial additional analyses or project design revisions, may require a supplemental scope and fee.

Assumptions:

- BA will be written to WSDOT template standards.
- BA will be used for NEPA to obtain ESA effect decision.
- BA will need to include detailed information on construction activities to be provided as determined under this scope.
- BA will not include Hi-Run dilution analysis unless required by WSDOT and under a supplemental scope/fee Hi-Run dilution analysis is only done at WSDOT request.
- Assumes WSDOT/NMFS/USFW coordination and two rounds of revision and re-submittal to address NMFS/USFW comments.
- Due to regulatory uncertainty the BA task effort will be limited to the hours and budget in the fee estimate and may need increased hours in addition the scope fee under a future contract supplement due to unknown future regulatory changes and uncertainty in the effort to complete deliverables under the task.

Deliverables:

- Draft and Final BA, PDF format.
- Revised BA for resubmittal, PDF format.

6.4.5 NEPA Hazardous Materials Technical Memo

The primary objective of the Hazardous Materials Technical Memorandum is to evaluate the project area, with focus on the historic and current use of the properties adjacent to the proposed project corridor, for obvious evidence of existing and potentially hazardous materials conditions. The Hazardous Material Technical Memorandum will be completed in support of the National Environmental Policy Act (NEPA) documentation for the project. The Hazardous Materials Technical Memorandum will include the following elements:

- Review of federal, state, and local agency environmental regulatory databases for the project corridor area and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills
- Review of historical documentation, including:
 - Historical aerial photographs
 - Sanborn Insurance Maps, if coverage is available
 - Reverse city directories for the streets included in the project area
 - Review of existing reports documenting previous investigations (if available from Washington State Department of Ecology and/or City)
- Site reconnaissance from public rights-of-way or publicly accessible public properties
- Prepare draft and final Hazardous Materials Technical Memorandum deliverable

A Hazardous Materials Technical Memorandum is not considered to be a Phase I ESA that adheres to the American Society for Testing and Materials (ASTM) standards. If the Hazardous Materials Technical Memorandum analysis reveals issues that could impact the project area, more detailed investigations, which may include Phase I ESAs or Phase II ESAs, may be recommended. If further investigation is recommended, a scope of work and cost estimate will be provided at that time.

The Hazardous Materials Technical Memorandum scope of work does not include any specific testing or analysis to determine the presence or absence of any physical, radiological, or biological hazard or condition, including, but not limited to: wetlands, endangered species issues, asbestos containing materials, lead-based paint, lead in drinking water, or radon.

The Hazardous Materials Technical Memorandum and any further recommended investigations (if deemed necessary) will be performed by Perteet staff who, to the best of our professional knowledge and belief, meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. Perteet staff members have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the project area.

Assumptions:

- The City will provide one (1) consolidated review on the draft Hazmat memo prior to being finalized by the consultant team for WSDOT submittal.
- The cost provided for a Phase I ESA is based on consultant experience and could vary depending on the Phase I ESA project location itself, historical and environmental regulatory records available, and other variables (i.e., property size, number of buildings, site access, etc.)

Deliverables:

- Draft and final Hazmat memo (PDF).
- Correspondence via email.

6.4.6 NEPA Cultural Resources Area of Potential Effect Memo (APE Memo) and Subsequent Cultural Resources Assessment (CRA)

The Consultant team will prepare a draft and final APE for consultation with WSDOT. The APE will be developed in GIS and will include areas of direct and indirect effects from the project. A Perteet cultural resources specialist will draft a memo describing the APE for submittal to WSDOT.

The team will prepare a cultural resources assessment (CRA) which is likely to be required for compliance with Section 106 of the National Historic Preservation Act (NHPA). The assessment will include background research, field investigations, and subsequent reporting. Background research will help develop the methods and expectations for field investigations. The consultant will communicate with affected Tribes to solicit information about the project area and Tribes will be invited to attend field investigations. This informal communication does not constitute Tribal Consultation required for compliance with Section 106. Field investigations will include pedestrian survey of the APE, and excavation of shovel probes in locations within the APE that are free of impervious surfaces and buried utilities. Up to 45 shovel probes will be excavated by three Perteet Archaeologists in three days. Sites will be recorded on Archaeological Site Inventory Forms and uploaded to the Department of Archaeology and Historic Preservation's DAHP database. The report will summarize the background research and results of field investigations and will include an assessment of the project's potential for affecting buried pre-contact or historical archaeological sites and buildings >50 years old. The report may include recommendations for ways to complete identification of cultural resources in the APE, like archaeological site delineation, archaeological monitoring during construction, or historic property inventories for built environment elements. The report will be suitable for submission to DAHP and other agencies and will comply with all applicable regulations.

Assumptions:

- The City will provide one (1) review on the draft APE prior to being finalized by the consultant team for WSDOT submittal.
- The CRA will be completed once the APE has been finalized and will undergo one (1) round of consolidated review from the City.
- If more than two (2) archaeological sites are identified, a scope and budget adjustment may be required to complete additional archaeological site inventory forms.
- If buildings >50 years old are identified in the APE, then a scope and budget adjustment may be required for built environment documentation and assessment.
- If potentially significant archaeological material is identified, then a scope and budget adjustment may be required to conduct additional studies to evaluate significance.
- Treatment of any identified archaeological resources would be determined through consultation with DAHP, affected Tribes, and WSDOT, and may require a DAHP-issued excavation permit.
- If at any time human remains are encountered, work will cease, and notification of DAHP and affected tribes will proceed as directed by RCW 27-44.
- No artifacts will be collected.

- City will provide a location in or adjacent to the APE for a temporary rented portable restroom during fieldwork.
- Tribal consultation will be conducted by WSDOT.

Deliverables:

- Draft and final APE GIS map.
- Draft and final APE letter text.
- Draft and final CRA and CRA coordinated with WSDOT.
- Correspondence via email.

Task 7 – Community Engagement (Stepherson & Associates Communications and Perteet) (Supplemented)

To accommodate the additional design scope, this task is being updated as follows:

7.1 Project Management and Administration (S&A)

- Project Scope and Schedules – S&A will update the public involvement schedule to support the updating of the overall schedule.
- Additional monthly progress reports and invoices.

7.2 Public Outreach Communication Coordination Meetings (S&A)

S&A will plan, facilitate, and report on public outreach communication coordination meetings with the City. The purpose of these additional meetings will be to plan and coordinate public outreach efforts with City staff. S&A will also continue to coordinate with the City to facilitate preparation and attendance of virtual meetings with leadership at Madrona Elementary School. The purpose of these meetings is show preliminary design options, gather feedback, and discuss engagement coordination.

Assumptions:

- Assumes ten (10) additional meetings for up to sixteen (16) total meetings.
- These meetings will occur online
- Meetings will last approximately thirty (30) minutes.
- Perteet Project Manager, the Public Outreach Lead and a coordinator will participate in these meetings.
- Assumes up to one (1) one-hour meeting with Madrona Elementary School leadership staff.
- Up to one (1) S&A staff will attend the meetings with Madrona Elementary School for notetaking purposes.
- The City and Perteet will provide graphics and content for meetings with Madrona Elementary School.

- The City will use its communication channels for outreach and follow-up with Madrona Elementary School staff.

Deliverables:

- Additional agenda and pre-meeting materials
- Additional meeting minutes and action items

7.3 Consultant Communication Team Meetings and Coordination (S&A)**Assumptions:**

- Assumes eight additional meeting for up to sixteen (16) meetings.

7.4 Public Involvement Plan (S&A)

S&A will update the public involvement plan (PIP) to incorporate changes to the project scope in this amendment.

Assumptions:

- The scope of updates will be limited to the budget allocated in the fee estimate.

Deliverables:

- One (1) Revised PIP (electronic copy)

7.5 Communication Materials Development (S&A)

Additional anticipated elements that are changes from the original scope include:

Assumptions:

- Up to six (6) materials produced will be translated into up to two additional languages (four languages total) aside from English. The City will be directly invoiced for language translations by approved vendor.

7.6 Project In-Person Open Houses (S&A and Perteet)

S&A will revisit planning and coordination for the first in-person open house (following 30% design). S&A will update a detailed event plan for the open house that identifies goals, team member roles, all supplies and materials and an updated workback schedule for meeting preparation.

Deliverables:

- Detailed event plans (one additional)

7.7 Project Webinars and Survey (S&A)

S&A will revisit efforts to plan, implement, and promote up to the first webinars and one (1) online survey to provide information and gather input leading up to 60% design.

Assumptions:

- Online survey platform will be Survey Monkey and will be live leading up to 60% design.

Deliverables:

- Up to two (2) drafts and one (1) final content for one (1) survey

Tasks 9 thru 12 – Plans, Specifications, and Estimate (Supplemented)

Construction plans, specifications, and an opinion of cost will be prepared based on the recommendations identified during the updated Options Analysis task. Additional anticipated elements that are changes from the original scope include:

- Undergrounding of service connections on private property (30th Ave S between S 200th St and S 202nd St; 32nd Ave between S 200th St and S 204th St; and S 204th St east of 32nd), included in Task 18.
- Restoration of surface for all undergrounding, including full-width pavement replacement and spot-repair of sidewalk panels (30th Ave S between S 200th St and S 202nd St; 32nd Ave between S 200th St and S 204th St; and S 204th St east of 32nd).
- Incorporating City comments on roadway sections from the original 30% design review, including shifting of roadway crowns to match right-of-way centerlines on S 202nd St and 32nd Avenue S, and widening of S 202nd St to two 11-foot lanes.
- Bulb-outs throughout project (if in-alignment with findings from traffic calming study)
- Expanded drainage facilities for additional disturbed area.
- Additional impacts to existing features, such as: trees, private property, existing storm drainage, and utilities.
- Additional ADA curb ramp improvements will be required at eight (8) additional locations (corners or effective “corners” of an intersection):
 - 32nd Avenue S and S 204th Street: two additional corners
 - S 203rd Street and 32nd Avenue S: two additional corners
 - S 202nd Street (western leg) and 32nd Avenue S: one additional corner
 - S 202nd Street (eastern leg) and 32nd Avenue S: one additional corner
 - S 201st Street and 32nd Avenue S: one additional corner
 - S 204th Street and 34th Place S: one additional corner

Work Elements (Supplemented):

Supplemental deliverables for PS&E milestones, including a breakdown of plan sheets, are outlined in the table at the end of this section.

The following table summarizes the additional anticipated PS&E deliverables to supplement the original scope at each design milestone with an assumed number of sheets not-to-exceed for this supplemental scope.

Supplemental Anticipated PS&E Deliverables by Milestone				
Description	Added for Revised 30% Design	Added for 60% Design	Added for 90% Design	Added for Final Design
Plans (with assumed number of sheets not-to-exceed)				
Cover sheet with vicinity map and index (1 sheet)	X			
Legends, Symbols, and Abbreviations (1 sheet)	X			
Survey Control and Alignment Plan (5 sheets)	X			
Right-of-Way Plan (3 added for 8 total sheets)		See Task 15		
Site Preparation and Temporary Erosion/Sediment Control Plan (10 sheets)	X			
Drainage Plan and Profile (3 added for 10 total sheets)	X (no profiles)	X	X	X
Drainage Profiles (1 added for 2 total sheets)		X	X	X
Drainage Sections and Details (1 added for 6 total sheets)		X	X	X
Typical Roadway Sections (2 sheets)	X			
Roadway Plan and Profile (1 added for 10 total sheets)	X (no grading)	X	X	X
Curb Ramp Plan (7 added for 12 total sheets)	X (no grading)	X	X	X
Wall Plan and Profiles (3 sheets)	X			
Wall Details (1 sheets)				
Driveway Plan and Profiles (1 sheet added for 7 total sheets)		X	X	X
Roadway Details (1 sheet)				
RRFB Plan and Details (4 sheets)				
Illumination Plan (10 sheets)				
Illumination Details (3 sheets)				
Utilities Plan (16 new sheets, see Task 18)		X	X	X
Utilities Details (3 new sheets, see Task 18)		X	X	X
Landscape Plan (10 sheets) (HBB)				

Supplemental Anticipated PS&E Deliverables by Milestone				
Description	Added for Revised 30% Design	Added for 60% Design	Added for 90% Design	Added for Final Design
Landscape Schedule (1 sheet) (HBB)				
Landscape Details (3 sheets) (HBB)				
Channelization and Signing Plan (10 sheets)	X			
<i>Supplemental Sheets (excluding ROW sheets)</i>	<i>54 (all)</i>	<i>27</i>	<i>27</i>	<i>27</i>
Specifications				
Special Provisions	City SPs only			
Bid Form				
Front-end contract documents	X			
Appendices				
Cost Estimate				
Cost Estimate Summary	X			
Additional Design Documentation				
Stormwater Report				
Illumination Memo	X			
Tree Assessment Report				
Comment Responses	X			
Design MEF Documentation (See Task 14)				

Task 9 – 30% Design, Plans, Specifications, and Engineer’s Estimate (Supplemented)

The Consultant will prepare an updated 30% design and submit updated 30% design deliverables to the City for review and comment and additional elements added as part of this amendment.

Assumptions:

- The bid schedule for the opinion of cost will incorporate two (2) additional bid schedules for dry utilities undergrounding detailed in Task 18 and the water main improvements.
- Pavement depth will be set per King County Standard minimums, 2-inches upper lift of HMA over 2-inches lower lift of HMA over 8.5-inches of crushed surfacing base course. Geotechnical information will be reviewed to inform the applicability of this pavement section.

Deliverables:

- See Supplemental Anticipated PS&E Deliverables by Milestone table

- Electronic copy of the Revised 30% opinion of cost summary submitted in PDF format via e-mail.

9.4 Preliminary Illumination Design (Perteet)

The Consultant will prepare a revised Illumination Memo and revised cost estimate for the lighting associated with project improvements through a preliminary design effort for illumination. The Consultant will coordinate with the City and lighting vendor in up to two (2) 30-minute-long virtual meetings to revise lighting design requirements. Results of the revised analysis will be documented in a design memorandum and include an analysis of the roadway's pedestrian crossings. Recommendations will be included in this memorandum. The consultant will prepare revised 30% illumination design costs based on the preliminary illumination plans included in the revised Draft Illumination Memo.

Assumptions:

- Coordination to determine revised lighting design requirements will be limited to two (2) virtual meetings, up to 30 minutes in duration.

Deliverables:

- See Supplemental Anticipated PS&E Deliverables by Milestone table.

9.5 30% Landscape Design and PS&E (HBB)

Additional anticipated elements that are changes from the original scope include:

Deliverables:

- See Supplemental Anticipated PS&E Deliverables by Milestone table.
- Revised 30% landscape estimate will be provided for incorporation by Perteet into the 30% estimate.

9.7 Preliminary Stormwater Design (Perteet)

Additional anticipated elements that are changes from the original scope include:

Assumptions:

- We will use available detailed field survey and GIS or available mapping of existing land-use, impervious areas, or land cover of the drainage basins.

Deliverables:

- See Revised Anticipated PS&E Deliverables by Milestone table

9.8 Preliminary Design and PS&E QA/QC of Deliverables

An additional internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that original 30% comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

9.9 Exhibit support for Community Engagement (Perteet)

The Consultant will provide revised graphics to S&A for use in developing outreach materials. The consultant will prepare up to one color roll plots (or sequence of roll plots) along the project length for each open house to support efforts by S&A in Task 7 Community Engagement. The consultant will prepare revised conceptual section views to incorporate changes from this amendment to the roadway sections. This subtask will support Community Engagement efforts of Task 7.

Assumptions:

Deliverables:

- One additional color roll plot showing the revised 30% design (electronic PDF)
- Revised conceptual sections (using StreetPlan) as image files for use on roll plots and Task 7 efforts.

Task 10 – 60% Design and Plans, Specifications, and Engineer’s Estimate (Supplemented)

The Consultant will prepare 60% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the revised 30% submittal deliverables and additional elements added as part of this amendment. The milestone deliverable documents will be submitted to the City for review and comment.

10.2 60% Design and Plans

The Consultant will propose and design ADA compliant solutions for each of the identified curb ramps within the increased project limits, per this scope modification.

Assumptions:

- Up to eight (8) additional corners will require curb ramp improvements.
- Stormwater design will not require major changes to respond to ESA comments. If changes are required due to new clarity on regulations, this may require an additional contract amendment.

Deliverables:

- See Anticipated PS&E Deliverables by Milestone table

Task 11 – 90% Design and Plans, Specifications, and Engineer’s Estimate (Supplemented)

The Consultant will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal deliverables and additional elements added as part of this amendment. The plans, specifications, and opinion of cost will be submitted to the City for review and comment.

Assumptions:

- Up to eight (8) additional corners will require curb ramp improvements.
- Stormwater design will not require major changes to respond to ESA comments. If changes are required due to new clarity on regulations, this may require an additional contract amendment.

Task 12 – Final Plans, Specifications, and Engineer’s Estimate (Supplemented)

This task amended as follows:

12.7 Response to WSDOT Comments (New)

The Consultant will attend one (1) comment review meeting with WSDOT staff, conduct comment resolution, and provide WSDOT with written responses to the City’s comments. Responses will be provided on the commented documents provided by WSDOT.

Assumptions:

- 90% plan review comments from WSDOT staff will be consolidated by WSDOT and conflicting comments will be resolved by WSDOT staff prior to transmitting to the Consultant.
- The Consultant will attend one (1) comment review meeting virtually
- Stormwater design will not require major changes to respond to ESA comments. If changes are required due to new clarity on regulations, this may require an additional contract amendment.

Deliverables:

- Written responses to 90% comments
- Incorporation of changes from comments into PS&E deliverables

Task 13 – Ad-Ready Contract Documents (Supplemented)

This task is amended as follows:

Assumptions:

- WSDOT comments that are to be incorporated into the contract documents that are a significant change to the design or finalization of the ad-ready contract documents will be considered an additional service and may need a supplement to this Agreement.
- Stormwater design will not require major changes to respond to ESA comments. If changes are required due to new clarity on regulations, this may require an additional contract amendment.

Task 14 – Maximum Extent Feasible (MEF) Documentation (Supplemented)

14.1 Design MEF Documentation

This task amended as follows:

Assumptions:

- Coordination with WSDOT by the Consultant will not be required for MEF documentation, and is not included.
- The Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005 (2005 PROWAG) will be the design guidelines and measurement of compliancy for pedestrian facilities, as determined by WSDOT.
- The original contract budget for this task will be sufficient to absorb services to develop MEF for both the original contract and the eight additional curb ramp corners. No more than 14 of the 22 total locations (corners or one end of a mid-block crossing) will require MEF documentation.

Task 15 – Right-of-Way Plans (F&A and Perteet) (Supplemented)

15.1 Research and Parcel Exhibits (F&A)

Furtado & Associates will perform services per the attached scope (for both Task 4 and Task 15).

15.2 Draft and Final Right-of-Way Plans (Perteet)

The Consultant will supplement this task to prepare Draft and Final Right-of-Way Plans to match the expanded design scope.

Assumptions:

- No more than the number of plan sheets included in the “Supplemental Anticipated PS&E Deliverables by Milestone” table will be necessary.

Task 17 – Right-of-Way Acquisition (Commonstreet Consulting) (New)

Commonstreet (CSROW) will perform services for right-of-way acquisition as described in the task below.

Task Assumptions:

- The City shall be responsible for ordering title reports.
- Commonstreet (CSROW) hereinafter referred to as Subconsultant is providing turn-key right-of-way services for the above-entitled project.
- All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures.
- It is assumed that any phase (Design, ROW, or Construction) of the project may become eligible for federal funding and that right of way activities will be conducted so that WSDOT ROW Certification will be sought.
- It is assumed that the City requires property or property rights from no more than thirty (30) property owners, which includes temporary or permanent easements, and rights of entry documents where applicable.
- This fee proposal assumes that the City requires rights of entry from no more than five (5) additional property owners.
- This fee proposal assumes that after the 30 parcels are released for appraisal no additional parcels will be designated and ROW plans will not be changed.
- CSROW or its WSDOT approved subconsultant appraisers will provide two (2) appraisals, two (2) review appraisals, and twenty-eight (28) Administrative Offer Summaries (AOS) for the Determination of Value/Just Compensation by the City's Program Administrator.
- It is assumed that the City will approve offer packages and rights of entry forms with no more than two (2) rounds of editing for each document template.
- It is assumed that no personal property only (PPO) relocations will be required.
- The City will acquire and pay for title commitments or authorize CSROW to order and direct the title company to bill the City.
- The City will manage the payment processing once sufficient payment forms are submitted to the City or escrow closing process. CSROW will manage the County recording process.
- Legal descriptions will be provided to CSROW by the City, the Consultant or its subconsultant surveyors.
- Exhibits for Rights of Entry will be provided to CSROW by the City, the Consultant or its subconsultants.
- All offers will be made under imminent threat of the exercise of the City's authority to condemn in the manner required by the WSDOT LAG Manual.

Deliverables:

The Subconsultant (CSROW) will provide:

- Notices of Improvements in the Right of Way for parcels within the project limits which are identified to have improvements encroaching in the right of way.
- Title review summaries for up to 30 parcels requiring acquisition services.
- Offer package templates for approval by the City.
- Acquisition services for up to 30 parcels needing property or property rights.
- Offer packages for 30 parcels for approval by the City, which may include rights of entry forms and exhibits.
- Packages for Rights of Entry for up to 5 parcels for approval by the City.
- Presentation of offer or rights of entry package to property owners memorialized in signed acknowledgements or in diary entries.
- Written diaries for each impacted parcel signed by the negotiating agent or the project manager.
- Transmit signed documents for all partial acquisitions amicably settled.
- Administrative settlement memorandum where settlements made and approved by the City in excess of Just Compensation.
- Condemnation packages for any acquisition not amicably settled with property owners for the 30 parcels.
- Executed documents in the form of Real Property Vouchers sufficient for payments each of 30 Property Owners, Settlement Agreements, and Acknowledgement of not Paying Lenders where directed to do so by City.
- Provide final electronic and hard copies of acquisition files to the City.

Task 18 – Franchise Utility Design and Coordination For Undergrounding (New)

Overhead franchise utility infrastructure will be placed underground as part of this project. Locations to be placed underground include areas along 30th Avenue South, 32nd Avenue South, and South 204th Street. The Consultant’s undergrounding design will assume franchise utility infrastructure will be undergrounded via a joint utility trench (JUT) that will be included in the plans, special provisions, and opinion of costs. The Consultant will also design secondary power service trench locations and restoration on private property. The Consultant shall coordinate with the respective utilities regarding location, requirements, and design details.

Task Assumptions:

- Consultant shall be responsible for interpreting designs generated by each franchise utility to develop conformed JUT plan sheets that include trenching and conduit installation details. Scope shall include locations of new power vaults, j-boxes, pedestals, and any other infrastructure necessary to underground existing aerial utility infrastructure. Undergrounding designs provided by each franchise utility shall be appended to the project specifications.

- Private property electrical panel upgrades, inspection coordination, and final connections/transfer of electrical service is not included.
- Coordination with private property owners is limited to incorporating feedback from property owners received from coordination and negotiations in Task 17 with design milestone updates. No additional design revisions or submittals will be required out-of-sync with design milestone updates.
- Design of undergrounding services on private property shall include:
 - Locating a single secondary service trench that includes both power and communications service conduit to the point where existing aerial power lines enter the building (strike point).
 - Provide providing plan details for installation of a weatherhead-to-weatherhead connection on the exterior of buildings to cutover new power services to the existing aerial strike point.
- If communications service lines enter the building at a separate location from the power strike point, the franchise utilities shall be responsible for wrapping the communications cable around the exterior of the home to cutover the new communications service lines.
- The Consultant shall not be responsible for designing the new electrical service wiring and connections. This shall be the responsibility of the franchise service provider. The City shall be responsible for filing electric service applications with the franchise power service for installation and cutover of wiring during construction.
- Undergrounding limits on 30th Avenue South will not include the frontage for the future Amelia development, nor south of South 202nd Street.
- The purpose of undergrounding on South 204th Street is to underground the private service connections on the north side of the roadway, east of 32nd Avenue South. Existing overhead distribution lines on the south side of South 204th Street to remain in place within the project limits. Limits on South 204th Street will not include west of 32nd Avenue South.
- Undergrounding limits on South 202nd Street will terminate at the first existing pole due west from 32nd Avenue South.

18.1 Puget Sound Energy (PSE) Design Coordination

The Consultant will coordinate directly with PSE to determine utility undergrounding locations, design and installation requirements, and to discuss other relocation needs. The Consultant will work with PSE to develop an undergrounding design and relocations for any utility poles, as necessary. The Consultant will prepare plan sheets, special provisions, and opinion of costs for the contract documents (under Task 18.3). The Consultant will attend up to five (5) meetings and with up to two (2) Consultant staff members per meeting for PSE design coordination. This includes coordination by email and telephone regarding design questions, coordination of items during the

design process. The Consultant will set up meeting times and locations, prepare meeting agendas, and prepare meeting minutes.

Assumptions:

- PSE will provide a design for the undergrounding to the Consultant, and the Consultant will prepare plan sheets, special provisions, and opinion of costs for the contract documents.
- Up to a maximum of three rounds of design revisions for PSE power designs for undergrounding.
- Design coordination with PSE is for conduit space in the JUT and for location of vaults and junction boxes/hand holes and possible pole locations. Actual PSE utility relocation is by the utility.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail.
- Meeting Minutes from coordination meetings, submitted via e-mail in PDF format.

18.2 Other Franchise Utility Design Coordination

The Consultant will coordinate directly with communications franchise utilities in the corridor to determine remaining utility undergrounding needs, including number and size of conduit, vault and junction box/hand hole locations. If communications utilities need to be relocated due to conflicts by the proposed design, the Consultant will coordinate with the utilities to determine locations, design and installation requirements, and to discuss other relocation needs. It is assumed that franchise utilities will provide a design to the Consultant, and the Consultant will prepare plan sheets, special provisions, and opinion of costs for the contract documents (under Task 18.3). Additionally, the Consultant will coordinate conflicts or relocations with the proposed utilities design with utility owners for gas, water, and sewer, using methodology outlined in Task 3, but billed to this task. The Consultant will attend up to four (4) meetings with up to two (2) Consultant staff members per meeting, for design coordination specific to undergrounding design. This includes coordination by email and telephone regarding design questions, coordination of items during the design process. The Consultant will set up meeting times and locations, prepare meeting agendas, and prepare meeting minutes.

Assumptions:

- Franchise utilities will provide a design to the Consultant, and the Consultant will prepare plan sheets, special provisions, and opinion of costs for the contract documents.
- Franchise utilities will provide vault, hand hole/junction box specifications for inclusion into the project documents.
- Design coordination with franchise utilities is for conduit space in the JUT and for location of vaults and junction boxes/hand holes. Actual franchise utility relocation construction is performed by the franchise utility.

Deliverables:

- Meeting Agenda for coordination meetings, submitted via e-mail.
- Meeting Minutes from coordination meetings, submitted via e-mail in PDF format.

18.3 Plans, Specifications, and Opinion of Costs (PS&E)

The Consultant will incorporate all franchise utility undergrounding designs (PSE and communications) and prepare plans, specifications, and Opinion of Costs for the utility underground work and pole relocations per the assumptions and as noted under Tasks 9 through 13, 15, and 18.

Based on the Preliminary Engineering (30%) design, the Consultant will prepare exhibit plans showing horizontal utility conflicts. This will be shared with the respective franchise utilities and used as the basis to begin coordination of the design.

The Consultant will prepare joint utility trench (JUT) plans, profiles, and details for the undergrounding of overhead telecommunication and power along the corridor. The plan view will include the location of the proposed joint utility trench and vault locations. The general vault locations will be provided by the individual franchise utilities, and then the Consultant will place the vaults in a specific location to avoid conflicts with other proposed improvements. The JUT profiles will illustrate the duct bank location in profile and illustrate crossing utilities. The detail sheets will illustrate vault dimensions, and how conduits sweep into and out of the vaults. The Consultant will review the franchise utilities design in an effort to confirm to the extent possible that there will be no conflict with other facilities and the City's proposed project work.

Plans will show work within private property and on public ROW on one set of plans, at 1": 20' scale. To the extent feasible, the plans will include the outline of the primary dwelling structure on each parcel. The plans will include a buffer area for work on private property to convey to property owners' the approximate limits of potential field-adjustment. Multiple properties may be shown continuously on the plans.

The Consultant will coordinate with franchise utilities for special provisions and minimal construction requests for existing utility protection for incorporation into the construction documents.

Assumptions:

- The Opinion of costs will include a single undergrounding bid schedule that includes bid item work specifically associated with each facility owner (PSE, Lumen, and Comcast).
- The Consultant will limit development of specifications and Opinion of Cost to only the project elements designed by the Consultant. If additional elements beyond what the Consultant has designed are incorporated into the Contract Documents, they must be prepared and signed by the originator and require no further alteration prior to incorporation.

- 15 pothole locations will be sufficient to meet the project needs. Potholing is included in Task 4.
- Preparation of plan sheets by the Consultant are for franchise utilities to be located in a JUT only. If franchise utilities request other relocations or new services that cannot be included in the JUT, inclusion of the facilities in the Consultant prepared plans, and contract documents, may be accommodated as an Optional Service by the Consultant and as a supplement to this Agreement.

Deliverables:

The Consultant will provide PDF copies of deliverables to the franchise utilities.

- Preliminary conflict exhibit (based on the 30% engineering design) showing potential horizontal utility conflicts.
- 60%, 90%, Final, and Ad-Ready Plans, including details. (See Supplemental Anticipated PS&E Deliverables by Milestone table in Tasks 9 through 13.)
- 60%, 90%, Final, and Ad-Ready Special Provisions. (See Supplemental Anticipated PS&E Deliverables by Milestone table in Tasks 9 through 13.)
- 60%, 90%, Final, and Ad-Ready Opinion of Costs, provided as a separate schedule for each utility. (See Supplemental Anticipated PS&E Deliverables by Milestone table in Tasks 9 through 13.)

18.4 Conflict Identification and Potholing Coordination

The Consultant will identify utility conflicts and provide the following services:

- Identify potential utility conflicts and pothole locations during the 60% design phase and prepare utility conflict exhibits.
- Manage pothole program on behalf of the City and franchise utilities. Prepare and maintain a utility conflict analysis spreadsheet and distribute results to all involved utilities.
- Potholing services as provided in Task 4.

Assumptions:

- 15 pothole locations will be sufficient to meet the project needs.

Deliverables:

- Pothole location exhibits and results log

Design Criteria (Amended)

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

6. Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), (2005 or 2011 PROWAG, determined prior to commencing 60% design based on federal funding decision)

DRAFT



Project S 204th St Improvements - Amendment 1 w/Mgmt Res Contract Start Date 1/26/2024 Last Update date 1/4/2024
 Client City of SeaTac Contract End Date 10/18/2025 Perteet Project No. 20220231.000S1 mod
 PM Lauren McElmurry Contract Duration: 21 Months

Task	Billing Rate	Principal	Director	Director	Sr. Associate	Sr. Associate	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Lead Engineer / Mgr	Lead Engineer / Mgr	Civil Designer II	Civil Designer I	Lead Technician/ Designer	Sr Planner/Cultural Resources Manager	Planner III	Lead Environmental Scientist/Manager	Construction Supervisor	Accountant
		\$405.68	\$319.96	\$247.39	\$265.64	\$265.64	\$203.14	\$212.51	\$227.39	\$246.89	\$171.89	\$187.82	\$134.54	\$117.20	\$143.76	\$172.10	\$159.20	\$170.64	\$255.45	\$159.39
Task 1 - Project Management and Coordination (Supplemented)																				
1.1 Project Coordination with City							20.00	20.00					10.00							
1.2 Project Schedule, Budget, and Team Management	2.00						2.00	52.00												
1.3 Progress Reports and Invoices								12.00												8.00
Total Task 1 - Project Management and Coordination (Supplemented)	2.00	0.00	0.00	0.00	0.00	0.00	22.00	84.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00
Task 2 - Options Analysis (Supplemented)																				
2.3 Design Options Analysis							6.00	1.00					12.00	4.00						
2.6 Traffic Data Collection (New sub-task)							1.00	3.00						1.00						
Total Task 2 - Options Analysis (Supplemented)	0.00	0.00	0.00	0.00	0.00	0.00	7.00	4.00	0.00	0.00	0.00	0.00	12.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00
Task 3 - Utility Coordination																				
3.1 Utility Coordination							3.00	1.00					5.00		6.00					
3.3 Integration of Highline Water District Design (New)							3.00	1.00					3.00							
Total Task 3 - Utility Coordination	0.00	0.00	0.00	0.00	0.00	0.00	6.00	2.00	0.00	0.00	0.00	0.00	8.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00
Task 4 - Survey and Basemapping (Furtado & Associates) (Supplemented)																				
Total Task 4 - Survey and Basemapping (Furtado & Associates) (Supplemented)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task 6 - Environmental Documentation and Permitting																				
6.4 NEPA																				
6.4.1 NEPA WSDOT and City Early Coordination					8.00			4.00										4.00		
6.4.2 NEPA CE Form					6.00													8.00		
6.4.3 NEPA Environmental Justice (EJ) Memo					4.00													24.00		
6.4.4 NEPA Hazardous Materials Technical Memo		2.00			1.00													4.00	32.00	
6.4.5 NEPA Cultural Resources Area of Potential Effect Memo (APE Memo) and Subsequent Cultural Resou								50.00								22.00				
Total Task 6 - Environmental Documentation and Permitting	0.00	2.00	0.00	0.00	19.00	0.00	0.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00	40.00	32.00	0.00	0.00
Task 7 - Community Engagement (Stepherson & Associates Communications and Perteet) (Supplemented)																				
7.2 Public Outreach Communication Coordination Meetings (S&A)								5.00												
Total Task 7 - Community Engagement (Stepherson & Associates Communications and Perteet) (Supplemented)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Task	Billing Rate	Cultural Resources Specialist II	Cultural Resources Specialist II	Cultural Resources Specialist I	Total Hours	Labor Dollars
		\$128.41	\$129.91	\$98.44		
Task 1 - Project Management and Coordination (Supplemented)						
1.1 Project Coordination with City					50.00	\$9,658.00
1.2 Project Schedule, Budget, and Team Management					56.00	\$12,268.00
1.3 Progress Reports and Invoices					20.00	\$3,825.00
Total Task 1 - Project Management and Coordination (Supplemented)		0.00	0.00	0.00	126.00	\$25,752.00
Task 2 - Options Analysis (Supplemented)						
2.3 Design Options Analysis					23.00	\$3,515.00
2.6 Traffic Data Collection (New sub-task)					5.00	\$958.00
Total Task 2 - Options Analysis (Supplemented)		0.00	0.00	0.00	28.00	\$4,472.00
Task 3 - Utility Coordination						
3.1 Utility Coordination					15.00	\$2,357.00
3.3 Integration of Highline Water District Design (New)					7.00	\$1,226.00
Total Task 3 - Utility Coordination		0.00	0.00	0.00	22.00	\$3,583.00
Task 4 - Survey and Basemapping (Furtado & Associates) (Supplemented)						
Total Task 4 - Survey and Basemapping (Furtado & Associates) (Supplemented)		0.00	0.00	0.00	0.00	\$0.00
Task 6 - Environmental Documentation and Permitting						
6.4 NEPA						
6.4.1 NEPA WSDOT and City Early Coordination					16.00	\$3,612.00
6.4.2 NEPA CE Form					14.00	\$2,867.00
6.4.3 NEPA Environmental Justice (EJ) Memo					28.00	\$4,883.00
6.4.4 NEPA Hazardous Materials Technical Memo					39.00	\$7,003.00
6.4.5 NEPA Cultural Resources Area of Potential Effect Memo (APE Memo) and Subsequent Cultural Resou		54.00	16.00	50.00	192.00	\$28,347.00
Total Task 6 - Environmental Documentation and Permitting		54.00	16.00	50.00	289.00	\$46,713.00
Task 7 - Community Engagement (Stepherson & Associates Communications and Perteet) (Supplemented)						
7.2 Public Outreach Communication Coordination Meetings (S&A)					5.00	\$1,063.00
Total Task 7 - Community Engagement (Stepherson & Associates Communications and Perteet) (Supplemented)		0.00	0.00	0.00	5.00	\$1,063.00

Task	Principal	Director	Director	Sr. Associate	Sr. Associate	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Sr. Engineer / Mgr	Lead Engineer / Mgr	Lead Engineer / Mgr	Civil Designer II	Civil Designer I	Lead Technician/ Designer	Sr Planner/Cultural Resources Manager	Planner III	Lead Environmental Scientist/Manager	Construction Supervisor	Accountant
Billing Rate	\$405.68	\$319.96	\$247.39	\$265.64	\$265.64	\$203.14	\$212.51	\$227.39	\$246.89	\$171.89	\$187.82	\$134.54	\$117.20	\$143.76	\$172.10	\$159.20	\$170.64	\$255.45	\$159.39
Task 9 - 30% Design, Plans, Specifications, and Engineer's Estimate			5.00		7.00	53.00	7.00	14.00		14.00		160.00	23.00	108.00					
Total Task 9 - 30% Design, Plans, Specifications, and Engineer's Estimate	0.00	0.00	5.00	0.00	7.00	53.00	7.00	14.00	0.00	14.00	0.00	160.00	23.00	108.00	0.00	0.00	0.00	0.00	0.00
Task 10 - 60% Design and Plans, Specifications, and Engineer's Estimate			1.00		2.00	16.00	2.00	3.00		16.00		40.00	2.00	16.00					
Total Task 10 - 60% Design and Plans, Specifications, and Engineer's Estimate	0.00	0.00	1.00	0.00	2.00	16.00	2.00	3.00	0.00	16.00	0.00	40.00	2.00	16.00	0.00	0.00	0.00	0.00	0.00
Task 11 - 90% Design and Plans, Specifications, and Engineer's Estimate			2.00		2.00	16.00	2.00	1.00		14.00		34.00	2.00	20.00				3.00	
Total Task 11 - 90% Design and Plans, Specifications, and Engineer's Estimate	0.00	0.00	2.00	0.00	2.00	16.00	2.00	1.00	0.00	14.00	0.00	34.00	2.00	20.00	0.00	0.00	0.00	3.00	0.00
Task 12 - Final Plans, Specifications, and Engineer's Estimate					1.00	16.00	4.00	1.00		8.00		18.00	2.00	20.00					
12.7 Response to WSDOT Comments (New)						16.00	2.00				2.00	4.00							
Total Task 12 - Final Plans, Specifications, and Engineer's Estimate	0.00	0.00	0.00	0.00	1.00	32.00	6.00	1.00	0.00	8.00	2.00	22.00	2.00	20.00	0.00	0.00	0.00	0.00	0.00
Task 13 - Ad-Ready Contract Documents						5.00	1.00			1.00		6.00	2.00	8.00					
Total Task 13 - Ad-Ready Contract Documents	0.00	0.00	0.00	0.00	0.00	5.00	1.00	0.00	0.00	1.00	0.00	6.00	2.00	8.00	0.00	0.00	0.00	0.00	0.00
Task 15 - Right-of-Way Plans (F&A and Pertect) (Supplemented)						10.00	1.00					16.00		24.00					
Total Task 15 - Right-of-Way Plans (F&A and Pertect) (Supplemented)	0.00	0.00	0.00	0.00	0.00	10.00	1.00	0.00	0.00	0.00	0.00	16.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00
Task 17 - Right-of-Way Acquisition																			
Total Task 17 - Right-of-Way Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task 18 - Franchise Utility Design and Coordination For Undergrounding																			
18.1 Puget Sound Energy (PSE) Design Coordination						12.00	6.00			6.00			6.00						
18.2 Franchise Utility Design Coordination						8.00	4.00			4.00			4.00						
18.3 Plans, Specifications, and Opinion of Costs (PS&E)						32.00	2.00			6.00		72.00	24.00	90.00					
18.4 Conflict Identification and Potholing Coordination						6.00	2.00						8.00	8.00					
Total Task 18 - Franchise Utility Design and Coordination For Undergrounding	0.00	0.00	0.00	0.00	0.00	58.00	14.00	0.00	16.00	0.00	0.00	72.00	42.00	98.00	0.00	0.00	0.00	0.00	0.00
Total Hours	2.00	2.00	8.00	19.00	12.00	225.00	182.00	19.00	16.00	53.00	2.00	380.00	78.00	300.00	22.00	40.00	32.00	3.00	8.00
Total Dollars	\$811.00	\$640.00	\$1,979.00	\$5,047.00	\$3,188.00	\$45,706.00	\$38,677.00	\$4,320.00	\$3,950.00	\$9,110.00	\$376.00	\$51,125.00	\$9,141.00	\$43,128.00	\$3,786.00	\$6,368.00	\$5,460.00	\$766.00	\$1,275.00

Task	Billing Rate	Cultural Resources Specialist II	Cultural Resources Specialist II	Cultural Resources Specialist I	Total Hours	Labor Dollars
		\$128.41	\$129.91	\$98.44		
Task 9 - 30% Design, Plans, Specifications, and Engineer's Estimate					391.00	\$60,688.00
Total Task 9 - 30% Design, Plans, Specifications, and Engineer's Estimate		0.00	0.00	0.00	391.00	\$60,688.00
Task 10 - 60% Design and Plans, Specifications, and Engineer's Estimate					98.00	\$15,802.00
Total Task 10 - 60% Design and Plans, Specifications, and Engineer's Estimate		0.00	0.00	0.00	98.00	\$15,802.00
Task 11 - 90% Design and Plans, Specifications, and Engineer's Estimate					96.00	\$15,785.00
Total Task 11 - 90% Design and Plans, Specifications, and Engineer's Estimate		0.00	0.00	0.00	96.00	\$15,785.00
Task 12 - Final Plans, Specifications, and Engineer's Estimate					70.00	\$11,500.00
12.7 Response to WSDOT Comments (New)					24.00	\$4,589.00
Total Task 12 - Final Plans, Specifications, and Engineer's Estimate		0.00	0.00	0.00	94.00	\$16,089.00
Task 13 - Ad-Ready Contract Documents					23.00	\$3,592.00
Total Task 13 - Ad-Ready Contract Documents		0.00	0.00	0.00	23.00	\$3,592.00
Task 15 - Right-of-Way Plans (F&A and Pertect) (Supplemented)					51.00	\$7,847.00
Total Task 15 - Right-of-Way Plans (F&A and Pertect) (Supplemented)		0.00	0.00	0.00	51.00	\$7,847.00
Task 17 - Right-of-Way Acquisition						
Total Task 17 - Right-of-Way Acquisition		0.00	0.00	0.00	0.00	\$0.00
Task 18 - Franchise Utility Design and Coordination For Undergrounding						
18.1 Puget Sound Energy (PSE) Design Coordination					30.00	\$5,897.00
18.2 Franchise Utility Design Coordination					20.00	\$3,932.00
18.3 Plans, Specifications, and Opinion of Costs (PS&E)					226.00	\$33,845.00
18.4 Conflict Identification and Potholing Coordination					24.00	\$3,731.00
Total Task 18 - Franchise Utility Design and Coordination For Undergrounding		0.00	0.00	0.00	300.00	\$47,405.00
Total Hours		54.00	16.00	50.00	1,523.00	
Total Dollars		\$6,934.00	\$2,079.00	\$4,922.00		\$248,789.00

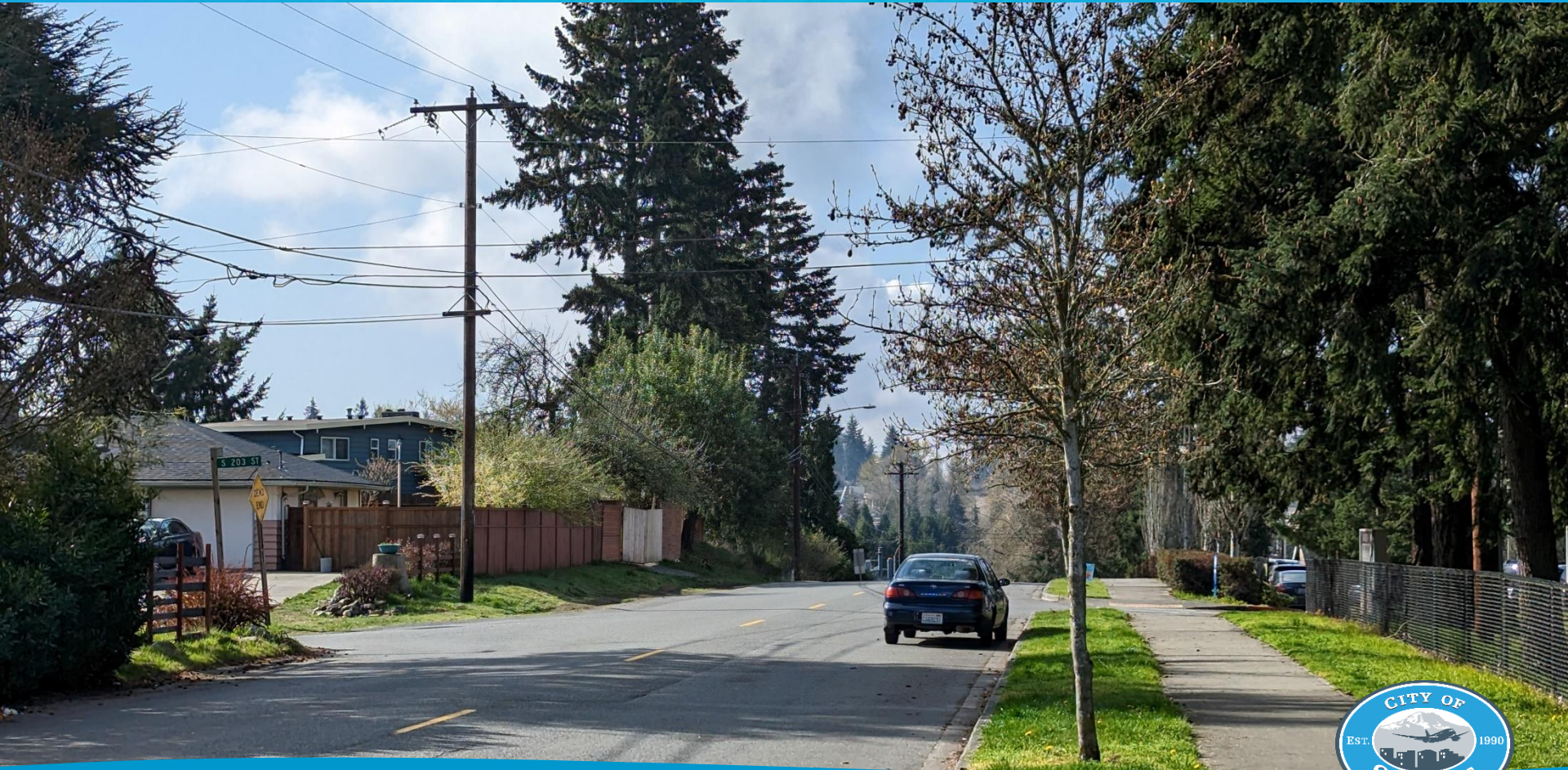
SUMMARY		
Labor		\$248,789.00
Expenses		\$2,000.00
Subconsultants		\$440,148.00
Management Reserve		\$63,386.00
CONTRACT TOTAL		\$754,323.00

Expenses:	
Traffic Data Gathering	2,000
Totals:	2,000

Subconsultant Fees:	Cost	Markup	Bill
Commonstreet Consulting, LLC	276,000		276,000
Furtado & Associates, Inc.	147,676		147,676
Hough Beck & Baird, Inc.	2,210		2,210
Stepherson & Associates Communications, Inc.	14,262		14,262
Totals:	440,148		440,148

Task 17
Task 4: \$76,399 + Task 15: \$98,865
Task 9
Task 7

AGENDA BILL 6340 – SOUTH 204TH STREET IMPROVEMENTS PROFESSIONAL DESIGN SERVICES CONTRACT AMENDMENT JANUARY 11TH, 2024



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Staff to provide overview of the S. 204th Street Improvements Project and seek a Committee recommendation to approve an Ordinance that would:

- Amend an existing professional engineering design contract with Perteet, Inc.
- Amend the 2023-2024 Biennial Budget to fund the additional design work.

WHY IS THIS ISSUE IMPORTANT?

1. The project will provide safe walking and biking along South. 204th Street, South 202nd Street, 30th Avenue South, and 32nd Avenue South.
2. All existing aerial utilities will be transitioned to an underground configuration. A new water main will also be constructed within project limits.
3. The entire asphalt roadway will be reconstructed, with up to eight additional ADA ramps.



PROJECT LOCATION



PROJECT ELEMENTS

UTILITY UNDERGROUNDING ALONG 30th AVENUE SOUTH & 32ND AVENUE SOUTH



PROJECT ELEMENTS

PEDESTRIAN FACILITIES & ROADWAY RECONSTRUCTION ALONG SOUTH 204TH STREET



AGENDA BILL OVERVIEW

PERTEET, INC. CONTRACT AMENDMENT – DESIGN SERVICES:

- Proposing amendment to the expand scope of design effort to include:
 1. Undergrounding Utilities in the City's Right-of-way
 2. Undergrounding Utilities to Private Properties
 3. Complete Roadway Reconstruction
 4. Integration of New Water Main Plans into Construction Specifications
 5. Expanded Survey Scope
 6. Additional Right-of-Way Services
 7. Environmental Documentation and Scoping



AGENDA BILL OVERVIEW

BUDGET AT A GLANCE:

<u>Funding</u>	<u>2023</u>	<u>2024</u>
Available 307 Funds	\$925,030	\$300,000
Total Funding Available	\$925,030	\$300,000

Expenditures

Perteet Design Contract	\$925,030	
Perteet Contract Amendment		\$754,323
Total Expenditures	\$925,030	\$754,323

↑
Exceeds Available
Funding by \$454,323

Ordinance to amend the 2023-2024 Biennial Budget to fully fund design in 2024.



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED:

- Forward Agenda Bill 6340 and Ordinance to Council for approval at the January 23, 2024 Regular Council Meeting to authorize the City Manager to amend the Consultant Contract with Perteet Inc. and amend the City's 2023-2024 Biennial Budget.

STAFF RECOMMENDATION:

- Forward Agenda Bill 6340 and Ordinance to Council for approval.

