



# City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Verna Seal, Chair
- ❖ De'Sean Quinn
- ❖ Thomas McLeod

<b>Distribution:</b> V. Seal D. Quinn T. McLeod K. Kruller L. Humphrey H. Ponnekanti G. Labanara B. Still (email)	City Attorney (email) Clerk File Copy  Place pkt pdf on SharePoint Z Trans & Infra Agendas  email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
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## AGENDA

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**MONDAY, MAY 10, 2021 – 5:30 PM**

**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID, 832324833#**

**6300 BUILDING, SUITE 100)**

Item	Recommended Action	Page
<b>1. PRESENTATIONS</b>		
<b>2. BUSINESS AGENDA</b>		
a) Sewer Fund - Sewer Lift Station No. 2 Upgrades Bid Award to McClure and Sons, Inc (Adib Altallal)	Forward to the 05/17/21 Regular Consent Agenda	Pg. 1
b) ADA Improvements Interlocal Agreement with SeaTac (Scott Bates)	Forward to the 05/17/21 Regular Consent Agenda	Pg. 5
c) West Valley Highway/Longacres Way Project Sound Transit Grant Acceptance (Brittany Robinson)	Forward to the 05/17/21 Regular Consent Agenda	Pg. 23
d) West Valley Highway (I-405 – Strander Boulevard) Supplement Agreement No. 2 (Cyndy Knighton)	Forward to the 05/17/21 Regular Consent Agenda	Pg. 55
<b>3. MISCELLANEOUS</b>		
	<b>Future Agenda:</b>	
	<ul style="list-style-type: none"> <li>• Annual Overlay &amp; Repair Bid Award</li> <li>• Resolution on Fleet Surplus</li> <li>• 2020/2021 Small Drainage Program</li> <li>• BNSF Study</li> <li>• 42<sup>nd</sup> Ave S Bridge Replacement Update</li> <li>• State of Bridges in Tukwila</li> </ul>	

**Next Scheduled Meeting: Monday, May 24, 2021**

The City of Tukwila strives to accommodate individuals with disabilities.  
Please contact the Public Works Department at **206-433-0179** for assistance.





## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
 BY: **Adib Altallal, Utilities Engineer**  
 CC: **Mayor Allan Ekberg**  
 DATE: **May 7, 2021**  
 SUBJECT: **Sewer Fund – Sewer Lift Station No. 2 Upgrades**  
**Project No. 90440205**  
**Bid Award to McClure and Sons, Inc.**

### ISSUE

Award contract to McClure and Sons, Inc. for the Sewer Lift Station No. 2 Upgrades Project.

### BACKGROUND

Sewer Lift Station No. 2 serves the Commercial Business District and appurtenances will be replaced and upsized to meet increasing demands. This project will install new pumps, motors, control system, and a backup generator. The sewer force main portion of the contract was added due to a sewer main break that was discovered by the City crew earlier this year that serves Sewer Lift Station No. 2.

### ANALYSIS

A call for bids was advertised for the Sewer Lift Station No. 2 and force main improvements on March 31 and April 7, 2021. Three contractors returned bids to the City on April 15, 2021. The confirmed lowest bid was McClure and Sons, Inc. with a bid of \$1,554,397.31. The Engineer's Estimate was \$1,446,163.50. References were checked and McClure and Sons have completed this work satisfactorily by other jurisdictions.

### BUDGET AND BID SUMMARY

	<u>Bid Amount</u>	<u>Engineer's Estimate</u>	<u>2021 Budget</u>
McClure and Sons, Inc	<b>\$ 1,554,397.31</b>	\$ 1,446,163.50	\$ 950,000.00
Portion CBD Sanitary Sewer Rehab			800,000.00
Contingency 12%	<u>186,527.68</u>		
<b>Grand Total</b>	<b><u>\$ 1,740,924.99</u></b>	<b><u>\$ 1,446,163.50</u></b>	<b><u>\$ 1,750,000.00</u></b>

### RECOMMENDATION

Council is being asked to award the construction of Sewer Lift Station No. 2 Upgrades to McClure and Sons, Inc. for a total contract amount of \$1,554,397.31 and grant budget authority to the Project Management Team up to the amount of \$1,740,924.99 (12% contingency) and consider this item on the Consent Agenda at the May 17, 2021, Regular Meeting.

Attachments: Pages 70 & 72 2021 CIP  
Bid Tabulation

# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** CBD Sanitary Sewer Rehabilitation

Project No. 91140203

**DESCRIPTION:** The asbestos concrete pipe in the CBD (commercial business district) is approximately 45 years old and becoming soft. Slip lining the pipe will reinforce the strength with little impact to roadways and minimal excavation.

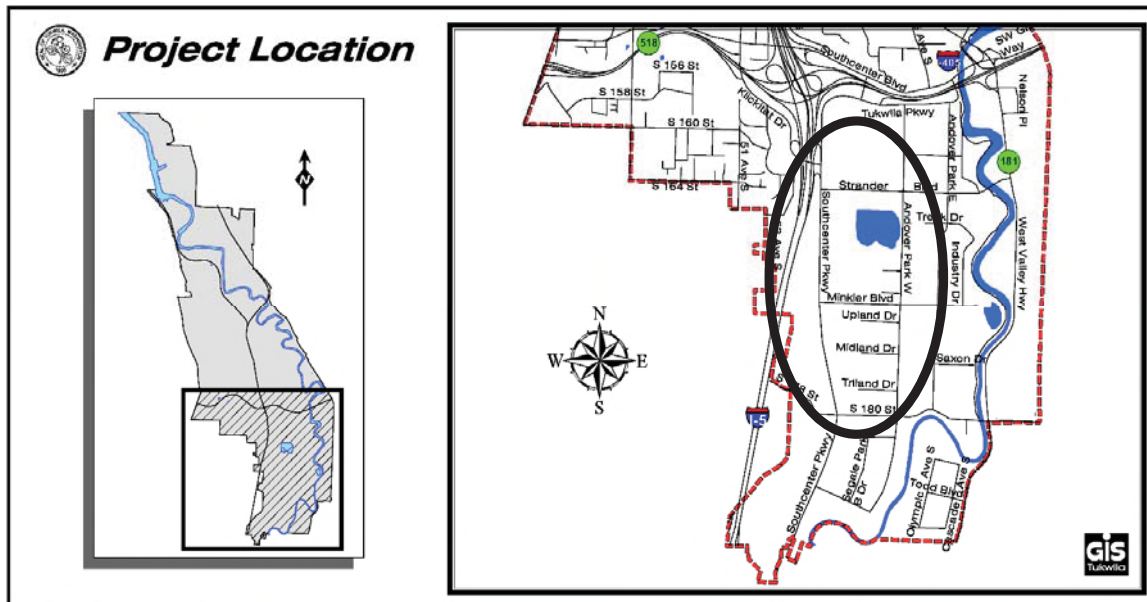
**JUSTIFICATION:** If the pipe collapses, the street will have to be excavated and the cost of the repairs will be significant. We have had four major pipe failures on Andover Park West and Andover Park East.

**STATUS:** In 2014 and 2015, over 10,500 feet of asbestos sanitary sewer pipe were relined. In 2020 through 2024, 15,000 feet of asbestos sewer is scheduled to be relined.

**MAINT. IMPACT:** Reduced maintenance and repair costs.

**COMMENT:** A Public Works Trust Fund loan was successfully obtained in 2012 for \$750k.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	436	45	45	50	50	50				676
Land (R/W)	1									1
Const. Mgmt.	429	120	150	120	50	50				919
Construction	2,418	1,100	1,500	1,000	450	450				6,918
<b>TOTAL EXPENSES</b>	<b>3,284</b>	<b>1,265</b>	<b>1,695</b>	<b>1,170</b>	<b>550</b>	<b>550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,514</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
PW Trust Fund	750									750
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	2,534	1,265	1,695	1,170	550	550	0	0	0	7,764
<b>TOTAL SOURCES</b>	<b>3,284</b>	<b>1,265</b>	<b>1,695</b>	<b>1,170</b>	<b>550</b>	<b>550</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,514</b>



# CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** Sewer Lift Station No. 2 Upgrades Project No. 90440205

**DESCRIPTION:** Install new pumps, motors, control system, backup generator and 2,700 LF of force main from Minkler Blvd to Strander Blvd.

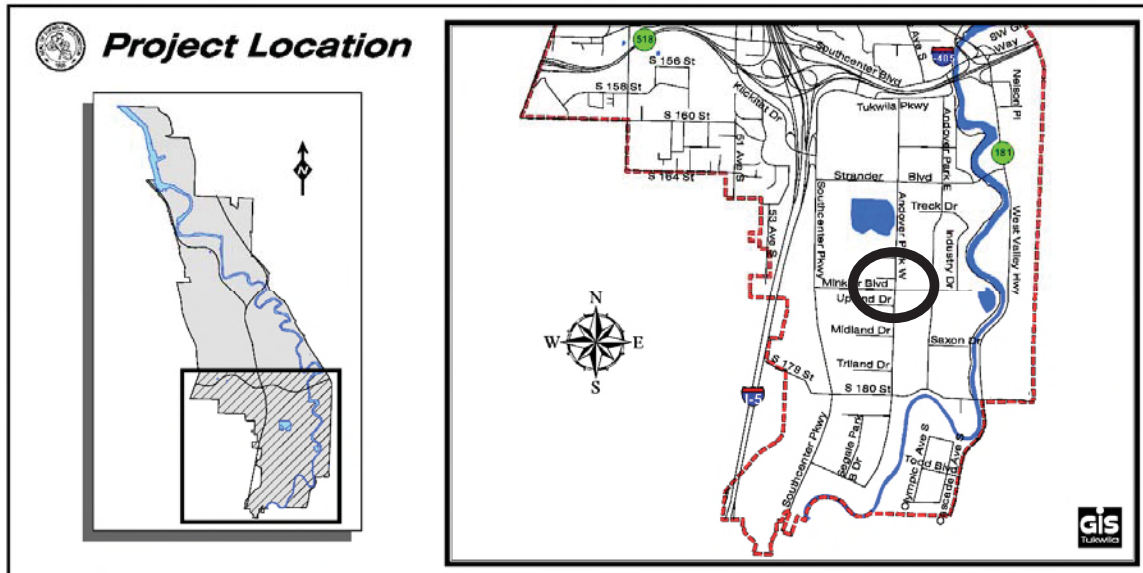
**JUSTIFICATION:** Sewer Lift Station No. 2 upgrade will account for the future full development of Tukwila South.

**STATUS:** Generator replacement, concrete slab, pump upsizing, and replacement of pump's motor control system are scheduled for 2020/2021

**MAINT. IMPACT:** Reduce liability if the existing slab breaks the power connection at the sewer lift station.

**COMMENT:** See Tukwila South development agreement for future funding and ULID requirements.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
<b>EXPENSES</b>										
Design	102	30							100	232
Land (R/W)										0
Const. Mgmt.		50	20						200	270
Construction	35	800	150						2,000	2,985
<b>TOTAL EXPENSES</b>	<b>137</b>	<b>880</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>	<b>3,487</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Bond/ULID									2,300	2,300
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	137	880	170	0	0	0	0	0	0	1,187
<b>TOTAL SOURCES</b>	<b>137</b>	<b>880</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>	<b>3,487</b>



**CITY OF TUKWILA**  
**DEPARTMENT OF PUBLIC WORKS**  
**Lift Station #2 and Forcemain Improvements**  
**BID TABULATION**

Tukwila Project # 90440205  
 April 15, 2021

Correction  
 Apparent Low Bidder

No.	Item	Qty	Unit	Engineer's Estimate		McClure and Sons, Inc		Razz Construction, Inc.		Award Construction, Inc	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>Roadway</b>											
1	HMA 1/2" PG 58H-22	70	TN	\$ 250.00	\$ 17,500.00	\$ 278.00	\$ 19,460.00	\$ 250.00	\$ 17,500.00	\$ 240.00	\$ 16,800.00
2	Crushed Surfacing Top Course	550	TN	\$ 50.00	\$ 27,500.00	\$ 65.00	\$ 35,750.00	\$ 60.00	\$ 33,000.00	\$ 75.00	\$ 41,250.00
3	2" to 4" Base Rock	150	TN	\$ 50.00	\$ 7,500.00	\$ 62.00	\$ 9,300.00	\$ 75.00	\$ 11,250.00	\$ 95.00	\$ 14,250.00
4	Roadway Surveying	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,900.00	\$ 5,900.00	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00
5	2" Grind and Overlay	1590	SY	\$ 20.00	\$ 31,800.00	\$ 25.00	\$ 39,750.00	\$ 26.00	\$ 41,340.00	\$ 47.00	\$ 74,730.00
<b>Sidewalk</b>											
6	Cement Concrete Sidewalk	50	SY	\$ 90.00	\$ 4,500.00	\$ 230.00	\$ 11,500.00	\$ 90.00	\$ 4,500.00	\$ 100.00	\$ 5,000.00
7	Curb and Gutter	125	LF	\$ 50.00	\$ 6,250.00	\$ 43.00	\$ 5,375.00	\$ 36.00	\$ 4,500.00	\$ 45.00	\$ 5,625.00
8	Curb with No Gutter	65	LF	\$ 30.00	\$ 1,950.00	\$ 41.00	\$ 2,665.00	\$ 27.00	\$ 1,755.00	\$ 44.00	\$ 2,860.00
<b>Traffic Control Devices</b>											
9	Project Temporary Traffic Control	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 43,000.00	\$ 43,000.00	\$ 160,000.00	\$ 160,000.00	\$ 100,000.00	\$ 100,000.00
<b>Roadside Development</b>											
10	Plantings	8	EA	\$ 250.00	\$ 2,000.00	\$ 1,900.00	\$ 15,200.00	\$ 300.00	\$ 2,400.00	\$ 600.00	\$ 4,800.00
<b>Sanitary Sewer</b>											
11	Mobilization	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 8,000.00	\$ 8,000.00	\$ 145,000.00	\$ 145,000.00	\$ 116,500.00	\$ 116,500.00
12	Temporary Water Pollution/Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 1,050.00	\$ 1,050.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00
13	Unexpected Site Changes	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
14	Generator Building	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 37,000.00	\$ 37,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,000.00	\$ 28,000.00
15	Generator Concrete Pad	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 8,900.00	\$ 8,900.00	\$ 20,000.00	\$ 20,000.00	\$ 20,500.00	\$ 20,500.00
16	Generator	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00	\$ 70,000.00	\$ 70,000.00
17	Electrical	1	LS	\$ 336,000.00	\$ 336,000.00	\$ 176,450.00	\$ 176,450.00	\$ 170,000.00	\$ 170,000.00	\$ 100,000.00	\$ 100,000.00
18	Modification to Ex. 96-inch Dia. Manhole	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 36,000.00	\$ 36,000.00	\$ 40,000.00	\$ 40,000.00	\$ 36,500.00	\$ 36,500.00
19	24-Foot Replacement Ladder	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,700.00	\$ 9,700.00	\$ 7,500.00	\$ 7,500.00	\$ 7,200.00	\$ 7,200.00
20	15-Foot Replacement Ladder	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
21	Demolition of Existing Pumps/Piping	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,000.00	\$ 24,000.00
22	40HP Submersible Pump	3	EA	\$ 62,500.00	\$ 187,500.00	\$ 69,000.00	\$ 207,000.00	\$ 62,000.00	\$ 186,000.00	\$ 62,000.00	\$ 186,000.00
23	New Piping and Valves within Lift Station	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 210,000.00	\$ 210,000.00	\$ 138,000.00	\$ 138,000.00	\$ 185,000.00	\$ 185,000.00
24	Reinstallation of Davit Arm Base	2	EA	\$ 500.00	\$ 1,000.00	\$ 245.00	\$ 490.00	\$ 1,500.00	\$ 3,000.00	\$ 450.00	\$ 900.00
25	Socket Base Foundation	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
26	Permanent Sewer Bypass/Mag Meter Vault	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 84,000.00	\$ 84,000.00	\$ 95,000.00	\$ 95,000.00	\$ 105,000.00	\$ 105,000.00
27	Temporary Bypass Pumping	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 83,000.00	\$ 83,000.00	\$ 40,000.00	\$ 40,000.00	\$ 78,500.00	\$ 78,500.00
28	Geotextile	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 315.00	\$ 315.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
29	Demolition	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 32,000.00	\$ 32,000.00
30	Cleaning of Pump Station Wet Well	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 16,000.00	\$ 16,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00
31	Painting	2,500	SF	\$ 5.00	\$ 12,500.00	\$ 5.00	\$ 12,500.00	\$ 5.00	\$ 12,500.00	\$ 10.75	\$ 26,875.00
32	18-Inch Magnetic Flow Meter	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 15,500.00	\$ 15,500.00	\$ 20,000.00	\$ 20,000.00	\$ 14,000.00	\$ 14,000.00
33	Shoring & Trench Safety	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 20,600.00	\$ 20,600.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
34	18" D.I. Forcemain	200	LF	\$ 375.00	\$ 75,000.00	\$ 550.00	\$ 110,000.00	\$ 375.00	\$ 75,000.00	\$ 460.00	\$ 92,000.00
35	Connection to Existing Manhole	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 15,900.00	\$ 15,900.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
Sale Tax 10.1%					\$ 132,663.50		\$ 142,592.31		\$ 149,242.15		\$ 153,286.69
				<b>TOTAL ESTIMATE</b>	<b>\$ 1,446,163.50</b>	<b>TOTAL BID</b>	<b>\$ 1,554,397.31</b>	<b>TOTAL BID</b>	<b>\$ 1,626,887.15</b>	<b>TOTAL BID</b>	<b>\$ 1,670,976.69</b>





## **INFORMATIONAL MEMORANDUM**

**TO: Transportation and Infrastructure Services Committee**  
**FROM: Hari Ponnekanti, Public Works Director/City Engineer**  
**BY: Cyndy Knighton, Senior Program Manager**  
**Scott Bates, Project Manager**  
**CC: Mayor Allan Ekberg**  
**DATE: May 7, 2021**  
**SUBJECT: ADA Improvements**  
**Project No. 91510405**  
**Interlocal Agreement with SeaTac for 42<sup>nd</sup> Ave S/S 164<sup>th</sup> St ADA Ramps**

### **ISSUE**

Approve Interlocal Agreement (ILA) with the City of SeaTac for construction of two ADA-compliant ramps at the east leg of the 42<sup>nd</sup> Ave S and S 164<sup>th</sup> St intersection by SeaTac as part of SeaTac's 2021 Overlay Project.

### **BACKGROUND**

The City of SeaTac will be overlaying the intersection of Military Road S/42<sup>nd</sup> Ave S/S 164<sup>th</sup> Street as part of their 2021 Overlay Project. The east leg of this complex 5-leg intersection is within the City of Tukwila's municipal boundary, but the majority is located within SeaTac. As part of SeaTac's overlay project, they will be upgrading curb ramps and pedestrian signals to meet current ADA standards. SeaTac staff approached Tukwila and offered to construct two ADA-compliant ramps at the east leg of the 42<sup>nd</sup> Ave S and S 164<sup>th</sup> St intersection if The City of Tukwila reimburses SeaTac for the work.

### **DISCUSSION**

The City has a CIP project, Americans with Disabilities Act (ADA) Improvements, to construct ADA-compliant upgrades throughout the City for infrastructure in conjunction with the City's overall plan. The City is required by federal ADA laws to upgrade non-compliant features with most construction projects. Even though the improvements proposed will be constructed by SeaTac, taking advantage of a scheduled construction project to upgrade Tukwila facilities is a smart use of City funds. The design, construction, and construction management will all be done by the City of SeaTac with Tukwila's oversight. The time required for Tukwila staff will be less than for an equivalent Tukwila-led project. The attached ILA with SeaTac provides the mechanism for SeaTac to perform the work and Tukwila to reimburse them for the expenses. The SeaTac City Council is scheduled to approve the ILA on June 8, 2021, and requests that Tukwila approve the ILA prior to approval by SeaTac.

### **FINANCIAL IMPACT**

The ADA Improvements project has a 2021 budget of \$35,000.00. The cost for the two ADA ramps in Tukwila is estimated to be \$14,059.00, which is well within the available budget.

### **RECOMMENDATION**

Council is being asked to approve the Interlocal Agreement with the City of SeaTac for ADA Improvements and to consider this item on the Consent Agenda at the May 17, 2021, Regular Meeting.

Attachments: 2021 CIP Page 14  
Interlocal Agreement with City of SeaTac

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** **Americans with Disabilities Act (ADA) Improvements** Project No. 91510405

**DESCRIPTION:** Construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.

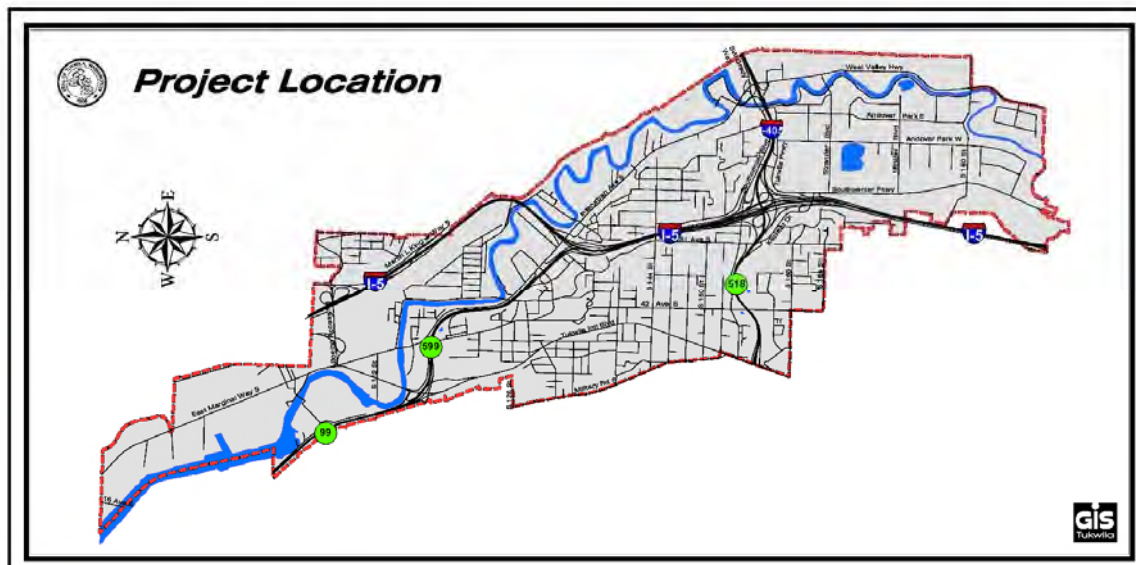
**JUSTIFICATION:** The enforcement of ADA laws and standards was delayed pending legal challenges and studies. Recent court rulings now mandate ADA compliance. The City must provide upgrades with most construction projects.

**STATUS:** Provide annual funding to construct improvements as necessary. Began the ADA Transition Plan in 2016 with adoption in 2017. The goal is to resolve ADA compliance issues within a reasonable time period.

**MAINT. IMPACT:** Negligible.

**COMMENT:** Project will be ongoing until City facilities and infrastructure meet ADA requirements. This will also include ADA compliance by utilities and private development.

FINANCIAL (in \$000's)	Through 2019	Estimated 2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	231		5	5	5	5	5	5	5	266
Land (R/W)										0
Const. Mgmt.	25		5	5	5	5	5	5	5	60
Construction	103		25	25	40	40	40	40	40	353
<b>TOTAL EXPENSES</b>	<b>359</b>	<b>0</b>	<b>35</b>	<b>35</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>679</b>
<b>FUND SOURCES</b>										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	359	0	35	35	50	50	50	50	50	679
<b>TOTAL SOURCES</b>	<b>359</b>	<b>0</b>	<b>35</b>	<b>35</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>679</b>





**INTERLOCAL AGREEMENT  
CITY OF TUKWILA AND  
CITY OF SEATAC**

**City of SeaTac 2021 Overlays Project [CIP No. ST-901]**

Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities. This Agreement is entered into by the City of SeaTac (“SEATAC”) and the City of Tukwila (“TUKWILA”); each municipal corporations, organized under the laws of the State of Washington and collectively referred to as “Parties” and individually referred to as “Party.”

**RECITALS**

**WHEREAS**, SEATAC is planning pavement preservation work for the Military Road South, 42<sup>nd</sup> Avenue South, and South 164<sup>th</sup> Street intersection right-of-way as part of the 2021 Overlays Project (“PROJECT”). South 164<sup>th</sup> Street, at the east leg of the intersection, is located in TUKWILA jurisdiction, while all other legs are located in SEATAC jurisdiction. As part of the PROJECT, curb ramps and pedestrian signals will be upgraded to current Americans with Disabilities Act (“ADA”) Standards and Accessible Pedestrian Signals (“APS”) Standards; and

**WHEREAS**, SEATAC is planning to upgrade two concrete ramps on South 164<sup>th</sup> Street at the west leg of the intersection within TUKWILA jurisdiction (see Exhibits B and C) to current ADA standards (“WORK”). WORK elements will include, but are not limited to: removal of existing cement concrete ramps, removal of existing curb & gutter, removal of existing asphalt, installation of new cement concrete ramps, installation of new curb & gutter, installation of new sidewalk, roadway repair, and property restoration; and

**WHEREAS**, two substandard ramps owned by TUKWILA, at the intersection of Military Road South and South 164<sup>th</sup> Street within TUKWILA ROW; and

**WHEREAS**, the PROJECT is currently under design by SEATAC through a professional engineering services contract; and

**WHEREAS**, the PROJECT is programmed by SEATAC for construction in 2021; and

**WHEREAS**, construction of the PROJECT benefits both Parties; and

**WHEREAS**, TUKWILA is willing to provide payment to reimburse SEATAC for construction costs of PROJECT elements within TUKWILA’s jurisdiction, subject to the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties agree as follows:

## **1. PURPOSE**

- 1.1. This Agreement defines the roles and responsibilities between the Parties for construction of the PROJECT and specifies reimbursement to SEATAC by TUKWILA for the costs of performing the WORK.

## **2. SEATAC RESPONSIBILITIES**

- 2.1. SEATAC shall design and construct the PROJECT to be consistent with the “Proposed Design” as specified in Exhibit A.
- 2.2. SEATAC shall design and construct the WORK as part of the PROJECT to be consistent with the “Proposed Design” as specified in Exhibit A. A separate Bid Schedule shall be included in the Bid Proposal and constitute full expenditures for this work.
- 2.3. SEATAC shall submit to TUKWILA, for TUKWILA review and written approval of all PROJECT elements to be constructed within TUKWILA right of way, as shown in 100% (Bid Ready) PROJECT design plans and specifications.
- 2.4. SEATAC shall construct the PROJECT in accordance with the approved plans and specifications, as provided in the 100% (Bid Ready) PROJECT design plans and specifications. Prior to constructing the WORK, SEATAC shall:
  - 2.4.1. Give TUKWILA written notice fourteen (14) calendar days prior to the start of the construction of the WORK;
  - 2.4.2. Coordinate with TUKWILA on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications. SEATAC shall make the final decision regarding such corrections;
  - 2.4.3. SEATAC will notify TUKWILA of all change orders for WORK being constructed within the TUKWILA ROW. TUKWILA may provide SEATAC with comments related to such change orders, but SEATAC will proceed with such changes in its sole discretion except as provided in 2.4.3.1
    - 2.4.3.1. Any change orders necessary for completions of the WORK shall be approved by TUKWILA within five (5) business days, prior to SEATAC’s approval.
- 2.5. Bid Process – SEATAC shall provide the bid tabulation to TUKWILA for review prior to contract award. Within five (5) business days of receiving the bid tabulation, TUKWILA shall notify SEATAC in writing that TUKWILA either agrees to proceed with the WORK as part of the PROJECT, or TUKWILA chooses not to proceed with the WORK.

2.5.1. The basis of contract award for the PROJECT will be the lowest, responsive, and responsible bidder on the total base bid for all PROJECT work. Although the WORK will be included in the total base bid, it will be listed on a separate schedule.

2.6. Within one hundred and eighty (180) calendar days following SEATAC's final acceptance of the PROJECT, SEATAC shall submit to TUKWILA an electronic copy of record (as-built) drawings signed and stamped by the engineer of record.

### **3. TUKWILA RESPONSIBILITIES**

3.1. TUKWILA shall review and approve the 100% (Bid Ready) plans and specifications, including the Bid Schedule associated with the WORK, and return written review comments to SEATAC within five (5) business days of receipt.

3.2. TUKWILA, at its discretion and sole cost, may furnish an inspector during construction of the WORK in the City of Tukwila.

3.2.1. TUKWILA's Designated Representative specified in Section 5 will provide SEATAC with the contact information for its inspector. All contact between said inspector and SEATAC's contractor shall be through SEATAC's Designated Representative as specified in Section 5.

3.2.2. During construction of the PROJECT, TUKWILA shall have the right to inspect the WORK and shall coordinate with SEATAC on the correction of items identified during construction as not conforming to the final approved PROJECT plans and specifications as provided in Section 2.4.2 above.

3.3. Subsequent final acceptance, after project completion, TUKWILA shall be responsible for all operation, maintenance, repair, removal, and/or replacement of all PROJECT elements within TUKWILA ROW.

### **4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT**

4.1. Final Inspection - SEATAC shall administer Final Inspection of the PROJECT. TUKWILA shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. TUKWILA will submit to SEATAC a complete list of concerns or deficiencies within ten (10) calendar days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. SEATAC shall provide notice of the time and date of the Final Inspection to TUKWILA a minimum of fifteen (15) calendar days prior to the Final Inspection.

4.2. TUKWILA Final Acceptance of WORK - After Final Inspection and TUKWILA's determination of adequate completion of any and all punch list work, TUKWILA will issue a letter of final acceptance to SEATAC for the WORK. If TUKWILA determines

that any elements of punch list work have not been adequately completed, TUKWILA shall provide written notice to SEATAC, detailing the deficiencies or incomplete WORK within fifteen (15) calendar days after Final Inspection. Failure of TUKWILA to issue a notice letter of final acceptance within fifteen (15) calendar days after Final Inspection shall constitute acceptance of the WORK by TUKWILA. Final Acceptance of the WORK by TUKWILA shall not be unreasonably withheld.

## **5. DESIGNATED REPRESENTATIVES**

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC:

Brenton Cook  
Public Works Department  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
(206) 973-4740  
bcook@seatacwa.gov

5.1.2. For TUKWILA:

Scott Bates  
Public Works Department  
6300 Southcenter Blvd.  
Tukwila, WA 98188  
206-431-2193  
Scott.Bates@TukwilaWA.gov

## **6. PAYMENT**

6.1. TUKWILA will provide SEATAC reimbursement for:

6.1.1. PAYMENT FOR WORK WITHIN TUKWILA ROW – Payment by TUKWILA to SEATAC for the construction of the WORK as part of the PROJECT, as illustrated in Attachment A and separate Bid Schedule, shall be made in accordance with this section.

6.1.1.1. The Parties agree that the Engineering Estimate, per Exhibit D, for the WORK within TUKWILA's ROW is the basis for determining SEATAC's compensation for the WORK, which totals approximately \$14,059.

6.1.1.1.1. The Parties agree that the Engineering Estimate for construction of the WORK in the estimated amount will be adjusted based on the lowest responsible responsive Bid Proposal.

6.1.1.1.2. TUKWILA will provide SEATAC with payments forty-five (45) days following executed monthly pay estimates – Payment equal to schedule of work completed within TUKWILA’s ROW.

6.1.1.1.3. If a change order is required to complete the WORK, any additional costs shall be borne by TUKWILA.

6.2. In the event Tukwila initiates a Change Order to expand the scope of work during construction through SEATAC contract administration, TUKWILA shall fully reimburse SEATAC for the change based on the payment made to the Contractor.

## **7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR**

7.1. In the event SEATAC’s contractor files any claims for additional payment associated with the WORK, TUKWILA shall not be obligated to pay such claims or their cost of defense due to SEATAC solely administering the Construction Contract.

7.2. Disputes and Claims shall conform to WSDOT Standard Specification 1.09.11. Any settlement to be reviewed and agreed upon by both SEATAC and TUKWILA.

## **8. RIGHT OF ENTRY**

8.1. SEATAC hereby grants to TUKWILA, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all SEATAC owned property necessary for TUKWILA’s design review and construction inspection of the WORK.

8.2. TUKWILA hereby grants to SEATAC and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all public right-of-way in which SEATAC has an interest for the purpose of performing the WORK.

## **9. TERM**

9.1. This Agreement is effective as of \_\_\_\_\_, 2021 and will terminate upon TUKWILA’s acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

## **10. TERMINATION**

Neither SEATAC nor TUKWILA may terminate this Agreement without the written concurrence of the other Party.

10.1.1. If this Agreement is terminated by TUKWILA prior to the fulfillment of the terms stated herein, TUKWILA agrees to reimburse SEATAC for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.2. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.

10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **11. AMENDMENT**

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

## **12. INDEPENDENT CONTRACTOR**

12.1. SEATAC shall be deemed an independent contractor for all purposes and the employees of SEATAC or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of TUKWILA.

## **13. INDEMNIFICATION AND INSURANCE**

13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) TUKWILA, its employees, authorized agents, contractors and/or subcontractors and (b) SEATAC, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.



13.2. SEATAC shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of Tukwila and its officers and employees primary non-contributory additional insureds, with policy limits in the following amounts:

Commercial General Liability - \$1,000,000

Automobile Liability - \$2,000,000 per occurrence.

Worker's Compensation Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. SEATAC shall obtain a certificate of insurance that complies with the requirements above, which must be approved by TUKWILA Risk Management.

13.3. This Section 13 shall survive termination of this Agreement.

## **14. DISPUTES**

14.1. In the event that a dispute arises under this Agreement and prior to commencement of any lawsuit, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own attorney's fees, witness fees, and costs.

## **15. VENUE**

15.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court, Maleng Regional Justice Center. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

## **16. RECORDS RETENTION AND AUDIT**

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by TUKWILA, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished

upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.

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

CITY OF SEATAC

CITY OF TUKWILA

\_\_\_\_\_  
By (print):

\_\_\_\_\_  
By (print):

\_\_\_\_\_  
Signature:  
City Manager

\_\_\_\_\_  
Signature:  
Allan Ekberg, Mayor

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

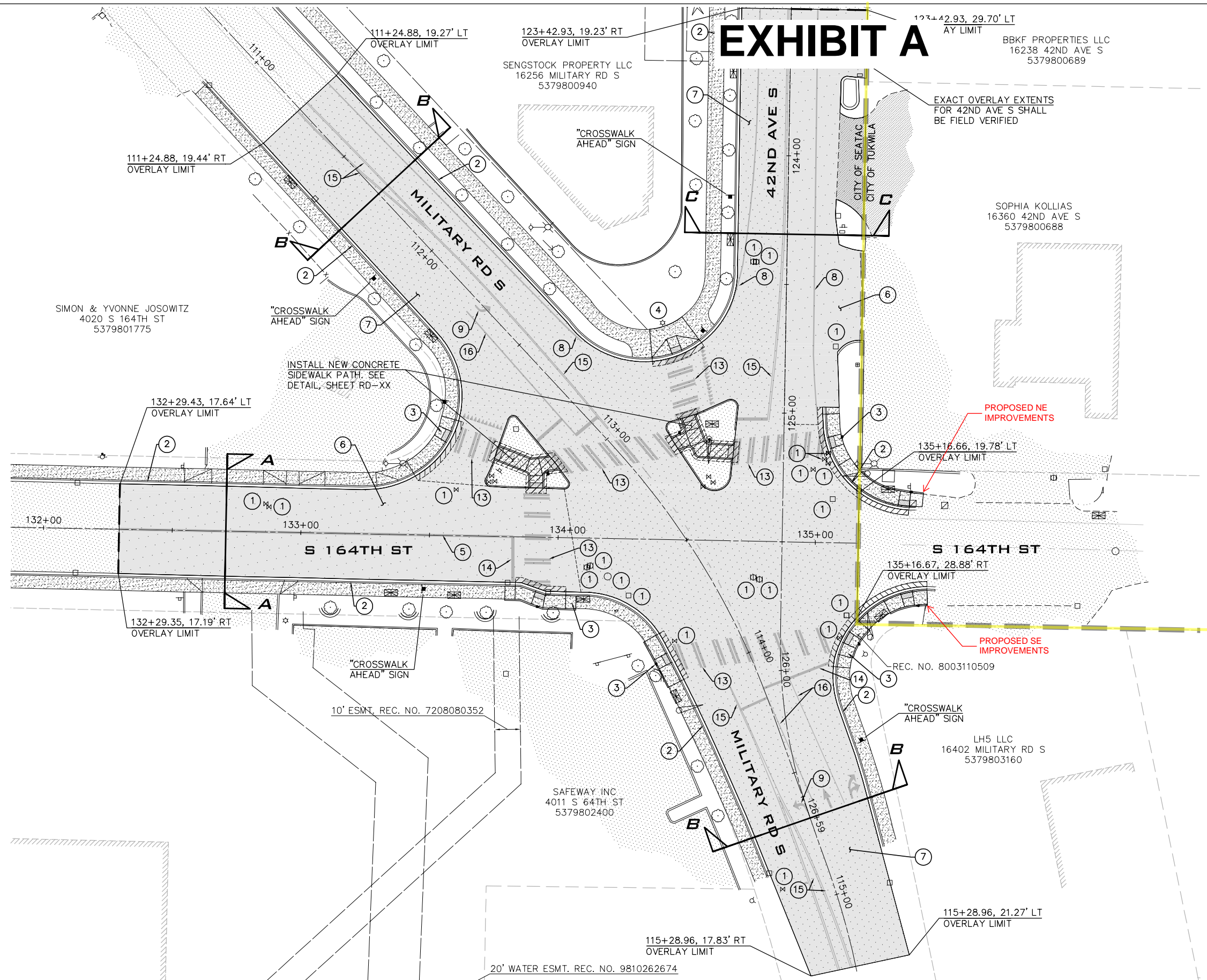
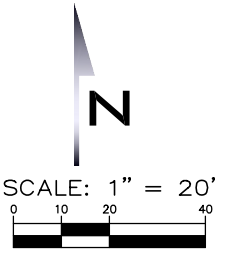
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Attorney

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

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

# EXHIBIT A



### CONSTRUCTION NOTES

- ① ADJUST UTILITY TO GRADE.
- ② EXISTING CURB TO BE PROTECTED IN PLACE. DAMAGE TO EXISTING CURBS RESULTING FROM CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- ③ INSTALL NEW PARALLEL CURB RAMP PER WSDOT STANDARD PLAN F-40.12-03.
- ④ INSTALL NEW PERPENDICULAR CURB RAMP PER WSDOT STANDARD PLAN F-40.15-03.
- ⑤ 3" HMA OVERLAY WITH FULL GRIND.
- ⑥ 2" HMA OVERLAY WITH FULL GRIND.
- ⑦ FULL DEPTH REMOVAL OF EXISTING ASPHALT & REPLACE WITH 3" THICK HMA OVER THOROUGHLY COMPACTED BASE COURSE.
- ⑧ REPLACE EDGE LINE PER WSDOT STANDARD PLAN M-20.10-03.
- ⑨ REPLACE TYPE 2SL (LEFT) TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02.
- ⑩ REPLACE TYPE 6SL (LEFT) TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40-02.
- ⑪ REPLACE TYPE 2SL (RIGHT) TRAFFIC ARROW PER WSDOT STANDARD PLAN M24.40-02.
- ⑫ REPLACE TYPE 3SL (LEFT) TRAFFIC ARROW PER WSDOT STANDARD PLAN M24.40-02.
- ⑬ REPLACE CROSSWALK STRIPING PER WSDOT STANDARD PLAN M15.10-01.
- ⑭ REPLACE STOP BAR PER M24.60-04.
- ⑮ REPLACE DOUBLE CENTER LINE PER WSDOT STANDARD PLAN M-20.10-03.
- ⑯ REPLACE WIDE LANE LINE PER WSDOT STANDARD PLAN M-20.10-03.
- ⑰ REPLACE PRECAST DUAL FACED SLOPED MOUNTABLE CURB PER WSDOT STANDARD PLAN F-10.64-03. PAINT CURB YELLOW ON BOTH SIDES.
- ⑱ REPLACE PRECAST DUAL FACED SLOPED MOUNTABLE CURB PER WSDOT STANDARD PLAN F-10.64-03 AND PAINT CURB WHITE ON BOTH SIDES.
- ⑲ REPLACE DETECTION LOOPS USING EXISTING JUNCTION BOXES.

### RESTORATION NOTES

1. PAVEMENT RESTORATION AS SHOWN IS FOR SCHEMATIC REPRESENTATION. PROJECT ENGINEER TO DETERMINE FINAL EXTENT OF RESTORATION IN THE FIELD.
2. ADJUST EXISTING FEATURES TO GRADE.

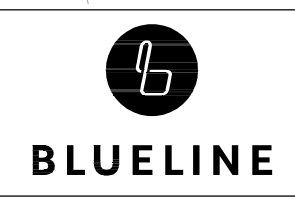
### EXISTING UTILITY NOTE

EXISTING UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION. THERE IS NO GUARANTEE THAT ALL UTILITY LINES ARE SHOWN, OR THAT THE LOCATION, SIZE AND MATERIAL IS ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSING, INTERFERENCES, OR CONNECTIONS OCCUR PRIOR TO TRENCHING OR EXCAVATION FOR ANY PIPE OR STRUCTURES, TO DETERMINE ACTUAL LOCATIONS, SIZE AND MATERIAL. THE CONTRACTOR SHALL MAKE THE APPROPRIATE PROVISION FOR PROTECTION OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY ONE CALL AT 8-1-1 (WASHINGTON811.COM) AND ARRANGE FOR FIELD LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION.

Feb 26, 2021 - 2:17pm - User: rramezani  
E:\Projects\20193\Drawings\Plans\20193OP1\_01.dwg

NO	DATE	BY	REVISIONS

2/26/2021  
PLOT DATE  
**ROB DAHN, PE**  
PROJECT MANAGER  
**NICK RASOR, PE**  
ENGINEER  
**ALIREZA RAMEZANI**  
DESIGNER



25 CENTRAL WAY, SUITE 400  
KIRKLAND, WA 98033  
P: 425.216.4051 F: 425.216.4052  
WWW.THEBLUELINEGROUP.COM

60%  
DESIGN

**SITE 1 OVERLAY PLAN**  
**CITY OF SEATAC**  
**ST-901 2021 OVERLAY PLANS**  
JOB # 20-193

SHEET NO:  
**OP-1.01**  
**5 OF 39**











# SE CORNER OF MILITARY RD S & S 164TH ST



BLUELINE

EXISTING RAMP AND SIDEWALK  
CITY OF SEATAC 2021 OVERLAYS PROJECT (CIP ST-90.1)

© 2021 THE BLUELINE GROUP



VIEW SOUTH FROM EAST LEG OF MILITARY ROAD SOUTH & SOUTH 164TH STREET WITHIN CITY OF TUKWILA JURISDICTION

NTS

SCALE

PROJECT MANAGER

DESIGNED BY

DRAWN BY

PLOT DATE

March 3, 2021

JOB NUMBER:  
20-193

FIGURE:  
EXHIBIT B



# NE CORNER OF MILITARY RD S & S 164TH ST



EXISTING RAMP AND SIDEWALK  
CITY OF SEATAC 2021 OVERLAYS PROJECT (CIP ST-90.1)

© 2021 THE BLUELINE GROUP



VIEW NORTH FROM EAST LEG OF MILITARY ROAD SOUTH & SOUTH 164TH STREET WITHIN CITY OF TUKWILA JURISDICTION

Mar 03, 2021 - 4:04pm - User ggarwin  
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SCALE	PROJECT MANAGER	NTS
DESIGNED BY		
DRAWN BY		
PLOT DATE		March 3, 2021
JOB NUMBER: 20-193		

FIGURE:  
EXHIBIT C

## EXHIBIT D

<b>City of SeaTac</b> <b>2021 SeaTac Overlays - City of Tukwila Ramps</b> <b>60% Engineer's Estimate - January 2021</b>					
ITEM NO.	ITEM	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Sawcutting (SP 2-02.5)	60	LF	\$5.00	\$300.00
2	Removal of Concrete Sidewalk (SP 2-02.5)	35	SY	\$8.00	\$280.00
3	Removal of Concrete Curb and Gutter (SP 2-02.5)	60	LF	\$2.00	\$120.00
4	Crushed Surfacing Top Course, Incl. Haul (SP 4-04.5)	5	TN	\$35.00	\$175.00
5	Pavement Repair Excavation Incl. Haul (SP 5-04.5)	5	CY	\$150.00	\$750.00
6	HMA for Pavement Repair CL. 1/2 In. PG 58H-22 (SP 5-04.5)	5	TN	\$170.00	\$850.00
7	Property Restoration (SP 8-02.5)	1	FA	\$1,000.00	\$1,000.00
8	Cement Conc. Traffic Curb and Gutter (SP 8-04.5)	60	LF	\$50.00	\$3,000.00
9	Cement Conc. Curb Ramp Type Parallel (SP 8-14.5)	2	EA	\$2,500.00	\$5,000.00
10	Cement Conc. Sidewalk (SP 8-14.5)	10	SY	\$75.00	\$750.00
<b>Project Subtotal (No Sales Tax Per 1-07.2(1) State Sales Tax - Rule 171)</b>					<b>\$12,225</b>
<b>Construction Contingency (15%)</b>					<b>\$1,834</b>
<b>Construction Total</b>					<b>\$14,059</b>







## INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
BY: **Cyndy Knighton, Senior Program Manager**  
**Brittany Robinson, Grant Analyst**  
CC: **Mayor Allan Ekberg**  
DATE: **May 7, 2021**  
SUBJECT: **West Valley Highway/Longacres Way Project**  
**Project No. 99410410**  
**Sound Transit System Access Fund Grant Award and Acceptance**

### **ISSUE**

Formal acceptance of a Sound Transit System Access Fund grant in the amount of \$2,064,000 for the West Valley Highway/Longacres Way Project and authorization to enter into the attached agreement with Sound Transit.

### **BACKGROUND**

In September 2019, the Sound Transit Board awarded, for the first time in the agency's history, grants to local governments for projects aimed at improving safe and convenient access to Sound Transit services. The grants are part of the Sound Transit 3 (ST3) System Plan. Tukwila submitted for two grants and both were successful with partial awards. The first award of \$369,000 was for the S 152<sup>nd</sup> St Safe Routes to School Residential Project. This West Valley Highway award is the second to be brought forward for formal acceptance.

The System Access Funds grant award will construct a two-way cycle track along Longacres Way from West Valley Highway to Tukwila Station. Additional project features focus on elements promoting pedestrian mobility and safety, including a Rectangular Rapid Flashing Beacon (RRFB) at the Interurban Trail, illumination along Longacres Way, and a High Intensity Activated Crosswalk (HAWK) signal across West Valley Highway.

### **DISCUSSION**

This System Access Funds grant award is exclusively for the construction phase of the West Valley Highway/Longacres Way Project. The Sound Transit Board requires that the final construction plans, engineer's estimate, and SEPA approval date be included in the attachments to the grant agreement before it will be approved. The design and cost estimate for West Valley improvements are at the draft 100% level and are currently being finalized.

Staff is requesting that Council accept the System Access Fund grant and authorize the Mayor to sign the agreement once the design and environmental approvals have been completed. After the Mayor has signed the agreement, it will be submitted to Sound Transit for their Board approval.

### **FINANCIAL IMPACT**

Sound Transit is awarding the City \$2,064,000 through the System Access Funds grant for the West Valley Hwy/Longacres improvements. This grant does not require any local City match however, this grant can be used as part of the match requirements for the Transportation Improvement Board grant, which is funding the West Valley Highway Project. Attached is a revised CIP page that shows the additional grant funding, as well as the increase in the project expenditures. A budget amendment will be needed to reflect the increase in revenue and expenditures, but the City's portion of funding remains unchanged.

### **RECOMMENDATION**

Council is being asked to formally accept the Sound Transit System Access Fund grant for the West Valley Highway/Longacres Way project in the amount of \$2,064,000, approve the attached agreement and consider this item on the Consent Agenda at the May 17, 2021 Regular Meeting.

Attachments: Revised CIP Page  
System Access Fund Project Agreement  
Sound Transit Motion No. M2019-97

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

**DESCRIPTION:** Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Tukwila Urban Center Pedestrian Bridge. Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Wy S.

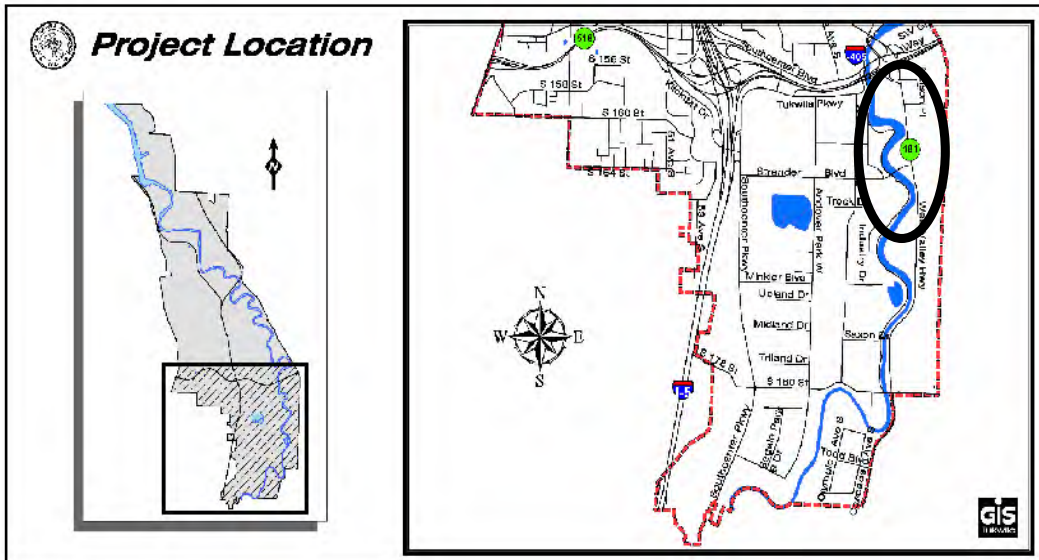
**JUSTIFICATION:** Safety and capacity items need completion. Portions have been completed by development.

**STATUS:** Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section.

**MAINT. IMPACT:** Reduced maintenance.

**COMMENT:** Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St), State Transportation Improvement Board grant of \$2.4m for 2018/2020, and Sound Transit SAF grant for \$2.06m for construction along Longacres Way.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	130	455	216							801
Land (R/W)	9									9
Const. Mgmt.			465							465
Construction			4,355							4,355
<b>TOTAL EXPENSES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>
<b>FUND SOURCES</b>										
Awarded TIB Grant	40	240	2,154							2,434
Awarded CMAQ Grant	89	96								185
Awarded SAF Grant			2,060							2,060
Mitigation										0
Traffic Impact Fees	577	(59)	89							607
City Oper. Revenue	(567)	178	733	0	0	0	0	0	0	344
<b>TOTAL SOURCES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>





**SYSTEM ACCESS FUND PROJECT AGREEMENT**

**BETWEEN THE CITY OF TUKWILA AND THE CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY FOR**

**TUKWILA STATION NON-MOTORIZED CONNECTIVITY & SAFETY**

**GA 0188-20**

This Agreement, made and entered into on \_\_\_\_\_, between the City of Tukwila (hereinafter “City”), and the Central Puget Sound Regional Transit Authority, (hereinafter "Sound Transit");

WHEREAS, the Sound Transit 3 (“ST3”) high capacity transit system expansion plan was approved by the voters in November 2016 and includes a \$100 million System Access Program to “fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services;”

WHEREAS, Sound Transit opened the System Access Fund 2019 Call for Projects in February 2019 and subsequently evaluated applications from local governments against evaluation criteria identified by the Sound Transit Executive Committee;

WHEREAS, at the conclusion of the public comment period and online open house in August 2019, the Sound Transit Board of Directors approved 30 applications from 27 local governments on September 26, 2019;

WHEREAS, Sound Transit and the City have a joint interest in delivering on components of the Tukwila Station Non-Motorized Connectivity and Safety Project, (hereinafter the “Project”), which was duly approved by the Sound Transit Board as part of the System Access Program by virtue of M2019-97;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

**1. GENERAL**

1.1. Purpose. The intent of this Agreement is to establish the terms and conditions for the eligible work to be performed for the Project during the duration of this Agreement. Attached hereto as **Exhibit A**, is the Scope of Work and Deliverables, which outlines the activities, products and general capital improvements eligible for funding by Sound Transit, as presented to Sound Transit in the City’s application for Project funding. Funds may be expended on eligible elements listed in **Exhibit A** up to the not to exceed amount outlined in Section 1.2 below.

1.2. Agreement Not-to-Exceed Amount. The total amount of the Agreement shall not exceed \$2,064,000. No payments will be made in excess of the established not-to-exceed amount according to the Project Description outlined in Section 2.1 below.

The funding amount provided by Sound Transit does not include federal funding.

## 2. PROJECT DESCRIPTION

2.1. The Project elements include 1) a rapid rectangular flash beacon on Longacres Way at Interurban Trail, 2) pedestrian and bicycle improvements on Longacres Way from Tukwila Station to SR 181, and 3) a pedestrian signal on SR 181 near the pedestrian-bicycle bridge, as identified in Exhibit A, Scope of Work and Deliverables. Sound Transit funding will support one Phase:

2.1.1. Construction Phase. The City will construct the Project. To be reimbursed for the Construction Phase, the City must provide the following: 1) **Exhibit B**, Final Design Plans, 2) **Exhibit C**, Project Funding Plan; 2) **Exhibit D**, Funding Certification Letter for the Construction Phase; 3) **Exhibit E**, Project Schedule; 4) **Exhibit F**, Environmental Review Certification; 5) **Exhibit G**, ROW Certification; 6) **Exhibit H**, Engineer's Estimate

## 3. PROJECT MANAGEMENT

3.1. Designated Representatives. The City and Sound Transit have designated formal points of coordination for this Agreement. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, to identify upcoming decisions related to the Project, to provide any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project consistent with this Agreement.

The Designated Representatives are:

CITY

SOUND TRANSIT

Alex Krieg  
Deputy Director, Planning & Integration  
401 S Jackson St  
Seattle WA 98104  
206-903-7663  
Alex.Krieg@soundtransit.org

The Parties may change designated representatives by written notice to the other Party during the term of the Agreement.

3.2. Reporting Requirements. The City is required to submit a Quarterly Progress Report to Sound Transit's Designated Representative to include the below elements (**Exhibit I**: Template for

Reporting Requirements). The report may include supporting documentation (photos, City documentation, financial information, etc.).

3.2.1. Project Update. Status of major activities in the reporting period, both current and upcoming.

3.2.2. Assessment of on-going risks. The City will notify Sound Transit of any issues that may affect the Project Schedule and overall implementation of the Project.

3.2.3. Project Funding. Summary of expenditures during reporting period, and expected expenditures in the subsequent reporting period.

3.3. Eligible Costs. Eligible costs include actual costs identified in **Exhibit A**, Scope of Work and Deliverables.

3.4. Additional Project Funding. The Not-to-Exceed funding amount in Paragraph 1.2 represents approximately thirteen percent (13%) of the total Project cost. The City is responsible for obtaining the balance of the Project funding described in the Funding Plan attached as **Exhibit B**.

3.5. Project Schedule. The parties agree to the project schedule identified in **Exhibit E**, Project Schedule. The City shall complete all work and deliverables of the Project before one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise mutually agreed in writing by both Parties. The City is responsible for notifying Sound Transit of any material changes to the Project Schedule and rationale for the change in writing as part of its quarterly reporting requirements.

3.6. City Work. The City is solely responsible for the environmental review, design, permitting, construction, project and construction management of all applicable Project elements including, but not limited to, procurement and construction administration. The City is responsible for all costs relating to the operations or maintenance of service and capital improvements related to the Project upon its completion. The City will be the owner of the completed Project. Sound Transit is not responsible for funding any service operations or for maintenance of any improvements implemented under this Agreement.

3.7. Signage. Any identification signage that is used during the Project shall identify Sound Transit as a funding partner.

3.8. Project Closeout. Before payment of the final invoice, the City and Sound Transit will meet to ensure final deliverables are complete per **Exhibit A**, Scope of Work and Deliverables.

#### 4. INVOICING

4.1. The City will submit quarterly invoices and supporting documentation that align with the Scope of Work and Deliverables for payment (See **Exhibit J**, Invoice Template). The invoices must include the Sound Transit purchase order number provided by Sound Transit.

4.2. The City will submit its invoices with the required documentation, in two .pdf files, via email to [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org). Invoices will be paid within thirty (30) calendar days

of Sound Transit's receipt of the invoice and acceptable and complete supporting documentation.

- 4.3. The City agrees that within forty-five (45) calendar days of the City's acceptance of work for each phase to submit a final (closing) invoice for that Phase.
- 4.4. If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination within fifteen (15) calendar days of receipt of invoice and request that the City provide additional documentation. Sound Transit may withhold payment of the invoice until supporting documentation is provided, however such approval shall not be unreasonably withheld.

## 5. TERM, SUSPENSION, AND TERMINATION

- 5.1. Term. This Agreement shall take effect upon the last date of signature by the Parties as set forth below. This Agreement shall remain in effect until 180 consecutive calendar days following Project completion, unless extended by mutual written agreement of the Parties, superseded by a future agreement, or suspended or terminated in accordance with this Section 5.
- 5.2. Termination by Sound Transit. Sound Transit may terminate this Agreement by written notice under the following circumstances:
  - 5.2.1. If work as defined in **Exhibit A** is not completed by one year after the expected project completion date shown in **Exhibit E**, Project Schedule, unless otherwise agreed to by the Parties.
  - 5.2.2. If the City fails to make progress towards completing the Project and the City has not provided adequate assurances of its desire or ability to complete the Project and commence operations.

If the Agreement is terminated under this Section 5.2, the City shall reimburse Sound Transit the full amount of all payments it made to the City under this Agreement within 90 (ninety) calendar days of the date of termination. The City may ask for an extension of time to complete the Project for good cause. Sound Transit's agreement to extend the completion will not be unreasonably withheld.

- 5.3. Termination by Either Party. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement in a timely manner or breaches any material provision of this Agreement and the Dispute Resolution Process has failed to reach resolution within the timelines described therein. The Party wishing to terminate this Agreement for cause will provide the other Party with written notice of its intent to terminate and will give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice or within such longer period as may be necessary in the event that correction cannot reasonably be accomplished within thirty (30)

calendar days. If the failure or breach is not corrected or cured, this Agreement may be terminated by the aggrieved Party by giving ninety (90) calendar days' notice to the other Party.

- 5.4. Except as provided in this Section, a termination by either Party will not extinguish or release either Party from liability for costs or obligations existing as of the date of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement.

## 6. INDEMNITY

- 6.1. To the maximum extent permitted by law, the City will hold harmless from, and indemnify and defend Sound Transit (including its board members, officers, directors and employees) (the "Indemnified Parties") from and against any and all claims, demands, losses, lawsuits, actions, or liability of any kind or nature, arising out of or relating to the City's design, construction, maintenance or operation of the Project, including claims by the City's employees. **THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST ANY INDEMNIFIED PARTY, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CITY OR A CONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST THE CITY BY SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY'S EMPLOYEE(S) DIRECTLY AGAINST THE CITY.** The foregoing indemnity applies only to the extent of the City's negligence.
- 6.2. The City further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the City's work or that of its contractors, subcontractors of any tier, suppliers, consultants and sub-consultants. The City shall pay all defense expenses, including attorney's fees, expert fees, and costs incurred directly or indirectly on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith. The City may settle any suit, claim, action cost, loss penalty or damages, subject to the approval of Sound Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the Parties hereto to

enforce the rights under this provision, reasonable attorney fees shall be allowed to the prevailing party.

- 6.3. Each Party agrees to bear full responsibility for any and all tax liabilities owed that may arise in relation to this Agreement, and each Party will fully indemnify and hold the other Party, its officers, agents and employees harmless from any tax liability owed by the other Party arising from or related to the transactions set forth herein, including, but not limited to, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against the indemnifying Party and further including all attorneys' fees and costs incurred in response to any claims or assessments by any tax authority against indemnifying Party, its officers, agents and employees.
- 6.4. The obligations in this Section will survive termination or completion of this Agreement as to any claim, loss or liability arising from events occurring prior to such termination or completion.

## 7. AUDITS

- 7.1. Each Party will maintain accounts and records, including contract and financial records that sufficiently and properly reflect all direct and indirect costs of any nature expended for work performed under this Agreement so as to ensure proper accounting for all monies paid to the City by Sound Transit. These records will be maintained for a period of six (6) years after termination or expiration of this Agreement unless permission to destroy the records is granted by the Office of the Archivist pursuant to RCW Chapter 40.14 and agreed to by the Parties.
- 7.2. The City will make all Project records available for Sound Transit inspection upon prior reasonable written request. Audits may be performed by Sound Transit or its independent public accountants to ensure compliance with and enforcement of this Agreement. Should the audit determine that funds from Sound Transit have been used for expenses that were ineligible, then Sound Transit shall provide a copy of the auditor's determination to the City. If the City agrees with the determination, then the City will reimburse Sound Transit the amounts found to have been ineligible. If the City disputes the auditor's determination, then the matter shall be referred to the Dispute Resolution Process set forth in Section 9.

## 8. INSURANCE

- 8.1. Coverage. During the construction phase of any eligible elements within the Project, the City shall provide primary insurance coverage in the amounts that it deems necessary for construction projects of similar size and cost. If the City is self-insured, it shall provide to Sound Transit's risk manager a certificate of self-insurance. The City shall require their contractor(s) and sub-contractors to obtain and maintain insurance in amounts and types suitable to protect Sound Transit and the City from exposures presented by the work performed under this Agreement. The minimum insurance requirements during the entire term of this Agreement are set forth below:



a) Commercial General Liability in the amount of two million dollars (\$2,000,000) each occurrence limit, two million dollars (\$2,000,000) general aggregate limit, covering bodily injury including death, personal injury, property damage, Employers' Liability and contractual coverage endorsements, and utilize insurers and coverage forms acceptable to Sound Transit.

b) Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Sound Transit, with a limit of at least one million dollars (\$1,000,000) combined single limit.

c) Worker's Compensation insurance coverage, where applicable, shall comply with State of Washington Labor and Industries requirements.

d) Builders Risk coverage will be the responsibility of all contractors and subcontractors.

e) Pollution Liability (if there is any potential environmental liability exposure) in the amount of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

f) Professional Liability (if there is a potential professional liability exposure) in the amount of one million dollars (\$1,000,000) per claim.

8.2. Certificates. With the exception of self-insurance, certificates of insurance must name Sound Transit as an "Additional Insured," and shall reference the number and title of this Agreement. All insurance coverage obtained by the City or its contractors and subcontractors must name Sound Transit, its officers and employees as "additional insured's" and contain "severability of interest" (cross liability) provisions. The City's and the contractor's insurance policies shall be primary to and not contributing with any insurance or self-insurance that may be carried by Sound Transit and waive their right of Subrogation against Sound Transit. Certificates of Insurance, including the Additional Insured Endorsements, Waiver of Subrogation Endorsements and Primary and Non-Contributory Endorsements, will be provided to Sound Transit before the start of any work performed under this Agreement.

## 9. DISPUTE RESOLUTION

9.1. Any disputes or questions of interpretation of this Agreement or the performance of either Party under this Agreement that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section 9. The Parties agree that neither Party may take or join any action in any judicial or administrative forum to challenge the other Party's performance under this Agreement until the dispute resolution process in this Section 9 has been exhausted.

9.2. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level possible.

9.3. Either Party may refer a dispute to the dispute resolution process by providing written notice of such referral to the other Party's Designated Representative. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute resolution process should any such disputes arise:

- a. Level One - Sound Transit's Designated Representative and City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
- b. Level Two - Sound Transit's Deputy Director of Planning & Integration, Office of Planning & Innovation, and the City's Departmental Leads shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.
- c. Level Three - Sound Transit's Executive Director, Office of Planning & Innovation, or Designee and the City's Department Directors or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

9.4. In the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has any obligation to participate in mediation or any other form of alternative dispute resolution following completion of Level Three of the process described herein. A Party may decline to participate in such proceeding for any reason or no reason.

## 10. LEGAL PROVISIONS

10.1. Warranties. By execution of this Agreement, both Parties warrant that they have the full right and authority to enter into and perform this Agreement, and that by entering into or performing this Agreement, they are not in violation of any law, regulation, or agreement; and that the execution, delivery and performance of the Agreement has been duly authorized by all requisite corporate action, and that the signatories hereto, which have signed on each Parties behalf, are authorized to sign this Agreement.

- 10.2. No waiver. Neither Party will be relieved of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce will not constitute a waiver of rights or acquiescence in the other Party's conduct.
- 10.3. Costs. Each Party will be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties. If either Party brings any claim or lawsuit arising from this Agreement, each Party will pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; however, nothing in this paragraph will be construed to limit the Parties' rights to indemnification.
- 10.4. Public Records. Each Party shall be responsible for its own public records and public records requests.
- 10.5. Notices. All notices required under this Agreement must be in writing and addressed to the Designated Representative. All notices must be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative. However, notice under Section 5, termination, must be delivered in person or by certified mail, return receipt requested.
- 10.6. The parties may not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the City Council are recognized to be legislative actions. The parties will take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit will work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 10.7. Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days unless otherwise noted. Any reference to "working days" shall exclude any legal holidays and weekend days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 10.8. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 10.9. This Agreement has been reviewed and revised by legal counsel for both Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the

document applies to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

10.10. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

10.11. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, by a court of law, the Parties will reform the agreement to satisfy the original intent of the Parties.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix her/his name in the appropriate space below:

SOUND TRANSIT

CITY

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

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

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

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

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Sound Transit Legal Counsel

By: \_\_\_\_\_  
City Legal Counsel

**Exhibit List:**

- Exhibit A: Scope of Work and Deliverables
- Exhibit B: Final Design Plans
- Exhibit C: Project Funding Plan
- Exhibit D: Funding Certification Letter for Construction Phase
- Exhibit E: Project Schedule
- Exhibit F: Environmental Review Certification
- Exhibit G: ROW Certification
- Exhibit H: Engineer's Estimate
- Exhibit I: Template for Reporting Requirements
- Exhibit J: Invoice Form

## **Exhibit A: Scope of Work and Deliverables**

*The West Valley Highway/Longacres Way project will add an additional northbound through lane on West Valley Highway (SR 181) between Strander Boulevard and S 156th Street. Sidewalks will be added to the east side of the roadway where there are currently none. A wider, shared-use path will replace the existing sidewalk on the west side of the roadway between Longacres Way and the new sidewalks installed for the TUC Pedestrian-Bicycle Bridge. A new two-way cycle track will be added to Longacres Way from West Valley Highway to the Tukwila Station along with new street and pedestrian illumination. A new pedestrian signalized crossing of West Valley Highway near the landing of the Pedestrian-Bicycle Bridge and a rapid flashing beacon will be added on Longacres Way at the Interurban Trail crossing.*

**Exhibit B: Final Design Plans**

*Include Bid-Ready Plans  
Currently at 100% Review  
~80 11x17 plan sheets*

## Exhibit C: Project Funding Plan

The total project cost is estimated to be **\$5,628,532**. The project is 100% funded with a combination of funding from the Sound Transit System Access Fund, Transportation Improvement Board, Congestion Mitigation and Air Quality (CMAQ), and the City of Tukwila.

The City of Tukwila has committed \$953,392 and an additional \$2,434,000 has been awarded from the Transportation Improvement Board. Grants from the Federal CMAQ awarded \$185,000, which included \$112,000 for the design of a sidewalk and bike path on Longacres Way (S 158<sup>th</sup> St). The Sound Transit System Access Fund will complete the remaining project funding requirements with an allocation of \$2,064,000.

<i><b>Expense</b></i>	
<i>Design</i>	\$809,754
<i>Construction Management</i>	\$464,285
<i>Construction</i>	\$4,354,493
<b><i>Total Cost</i></b>	<b>\$5,628,532</b>

<i><b>Funding Source</b></i>	
<i>Sound Transit System Access Fund</i>	\$2,064,000
<i>CMAQ Awarded (awarded)</i>	\$185,000
<i>Transportation Improvement Board (awarded)</i>	\$2,434,000
<i>City Revenue</i>	\$953,392
<b><i>Total Funding</i></b>	<b>\$5,632,772</b>

**Exhibit D: Funding Certification Letter for Construction Phase**





Xxxx,xx, 2021

Alex Krieg  
Deputy Director, Access and Integration  
Sound Transit  
401 S Jackson Street  
Seattle, Washington 982016

RE: Funding Certification

Dear Mr. Krieg:

The City of Tukwila hereby certifies that the construction phase of the West Valley Highway along Longacres Way is fully funded. To date, the City has committed \$935,392 in local funds to support this project. The total estimated project cost and revenue sources for the construction phase are listed below:

Sound Transit System Access Fund	\$2,064,000
City Funds	\$447,927
Transportation Improvement Board	\$2,153,560
<b>Total</b>	<b>\$4,665,487</b>

The total project cost and revenue can be found on the City’s Capital Improvement Plan in Appendix A.

The City is dedicated to providing safe and accessible systems for pedestrians and cyclists to reach regional transit facilities. The construction of sidewalks and bike paths along West Valley Highway and Longacres Way will address significant safety concerns and respond to the growing demand for nonmotorized transportation options in the City.

Thank you for your generous support of the City of Tukwila. We greatly appreciate your partnership and hope to continue to collaborate on projects that will leverage accessible, safe, and equitable transportation in Tukwila.

Sincerely,

Allan Ekberg  
Mayor

## **Exhibit H: Engineer's Estimate**

*Engineer's Estimate to be provided from the Bid-Ready package*



**Exhibit J: Sound Transit Invoice Form**

Invoice No. \_\_\_\_\_ Dated: \_\_\_\_\_

TO: [accountspayable@soundtransit.org](mailto:accountspayable@soundtransit.org)

Attention: Accounts Payable and Alex Krieg

Re: Tukwila Station Non-Motorized Connectivity and Safety, System Access Fund Project,  
GA 0188-20

The City’s authorized representative certifies that Sound Transit’s pro rata share of costs under this invoice is \$\_\_\_\_\_, and is due and payable to the City in accordance with the provisions of the Agreement, and is supported by the attached invoice and supporting documentation. *[Identify the element(s), and the amounts by element, for which the amount due applies]*

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from [party name].

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

CITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*[Name, Position]*

## Motion No. M2019-97

### System Access Fund 2019 Awards

Meeting:	Date:	Type of action:	Staff contact:
Executive Committee Board	09/05/2019 09/26/2019	Recommend to Board Final action	Don Billen, Executive Director, PEPD <b>Alex Krieg, Senior Manager – Planning &amp; Integration</b>

### Proposed action

Awards the first round of System Access Funds to the local governments identified the not to exceed amounts determined by the Board and authorizes the chief executive officer to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

### Key features summary

- The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”
- In November 2018, the Executive Committee of the Sound Transit Board directed staff to conduct a call for projects in 2019 that would be open to local governments and would make up to \$10M per subarea available between 2019 and 2025. The Executive Committee also established the evaluation criteria Sound Transit staff would use, which were divided between policy factors (customer experience, equity, connectivity, and safety and human health) and technical factors (funding plan and delivery plan).
- On February 19, 2019, Sound Transit opened the System Access Fund 2019 Call for Projects. On April 12, 2019, the call for projects closed and Sound Transit received 53 applications from 33 local governments requesting more than \$86M.
- Between mid-April and early July, Sound Transit evaluated the 53 applications against the evaluation criteria identified by the Executive Committee. This included a review of the application materials provided as well as follow-up discussions with each applicant about every project submitted.
- On July 25, 2019, staff briefed the Board of Directors on the applications received in the System Access Fund 2019 Call for Projects and the preliminary evaluation results.
- On July 26, 2019, Sound Transit opened a public comment period and launched online open house to receive rider and resident feedback on the 53 applications submitted. Sound Transit received 55 letters of support and a total of 4,063 survey responses, including 409 open-ended comments, during the public comment period and online open house. The public comment period and online open house closed on Friday, August 23, 2019.

- The action authorizes the CEO to enter into funding agreements with the local governments identified and at not to exceed amounts determined by the Board.
- All projects will be implemented by the local government identified, including the planning, environmental review, design, and construction. All completed projects will be owned, operated, and maintained by the local government.
- Sound Transit will enter into funding agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.
- Sound Transit staff will provide an annual report to the Executive Committee on the status of implementation of projects receiving an award in the System Access Fund 2019 Call for Projects.

## Background

The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”

In November 2018, the Executive Committee of the Sound Transit Board directed staff to conduct a call for projects in 2019 that would be open to local governments and would make up to \$10M per subarea available between 2019 and 2025. The Executive Committee also established the evaluation criteria Sound Transit staff would use, which were divided between policy factors (customer experience, equity, connectivity, and safety and human health) and technical factors (funding plan and delivery plan).

On February 19, 2019, Sound Transit opened the System Access Fund 2019 Call for Projects. Immediately before and just after the call for projects opened, Sound Transit staff conducted outreach and workshops in each subarea with eligible applicants. On April 12, 2019, the call for projects closed and Sound Transit received 53 applications from 33 jurisdictions requesting more than \$86M.

Between mid-April and early July, Sound Transit evaluated the 53 applications against the evaluation criteria identified by the Executive Committee. This included a review of the application materials provided as well as follow-up discussions with each applicant about every project submitted. On July 26, 2019, Sound Transit opened a public comment period and launched an online open house to receive rider and resident feedback on the 53 applications submitted. Sound Transit received 55 letters of support and a total of 4,063 survey responses, including 409 open-ended comments, during the public comment period and online open house. The public comment period and online open house closed on Friday, August 23, 2019.

System Access policies and programs were evaluated programmatically in the Regional Transit Long-Range Plan Update Final Supplemental Environmental Impact Statement (November 2014). Local governments entering funding agreements with Sound Transit under the System Access Program will be lead agencies for system access project-level review under the State Environmental Policy Act.

Sound Transit will enter into these agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.

## Fiscal information

The authorized project allocation to date for the Transit System Access Program is \$142,139,000. Within that amount, \$124,385,000 has been allocated to the third party phase. As the amount of the awards and the subarea distribution will be determined by the Board, the table below is provided for context.

### Transit System Access Program

(in thousands)	Authorized Project Allocation to Date	Board Approvals	This Action	Board Approved Plus Action	Uncommitted / (Shortfall)
Agency Administration	\$10,000	\$1,815	\$	\$1,814,996	\$8,185
Preliminary Engineering	2,000	114		113,965	\$1,886
Final Design					\$
Third Parties	124,385		0	0	124,385
Right of Way					\$
Construction	5,754				\$5,754
Construction Services					\$
Vehicles					\$
<b>Total Current Budget</b>	<b>\$142,139</b>	<b>\$1,929</b>	<b>\$</b>	<b>\$1,929</b>	<b>\$140,210</b>

**Notes:**

Amounts are expressed in Year of Expenditure \$000s.

\* Board Approvals = Commitment and PO Contingency Remaining as of 8/27/19.

For detailed project information, see page 218 of the 2019 Financial Plan & Adopted Budget.

## Public involvement

Following the completion of the policy and technical evaluation conducted by staff, Sound Transit launched a public comment period and online open house to seek rider and resident feedback on the 53 applications received and the initial evaluation results. The public comment and online open house period lasted between July 26, 2019 and August 23, 2019. In addition, Sound Transit received 55 comments letters and letters of support. An executive summary of the online open house results and a compilation of comment letters and letters of support are included as supplement to the staff report.

## Time constraints

A one-month delay would not create a significant impact to the project schedule, but may have minor impacts for entering into agreements with local governments seeking funds in 2019.

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**Environmental review – KH 8/27/19**

**Legal review – AJP 8/29/19**

## **Motion No. M2019-97**

A motion of the Board of the Central Puget Sound Regional Transit Authority awarding the first round of System Access Funds to the local governments identified for the not to exceed amounts determined by the Board and authorizing the chief executive officer to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

### **Background**

The Sound Transit 3 (ST3) System Plan included a \$100M System Access Program, which included the System Access Fund that is “allocated equally among Sound Transit’s five subareas to fund such projects as safe sidewalks and protected bike lanes, shared use paths, improved bus-rail integration, and new pick-up and drop-off areas that provide convenient access so that more people can use Sound Transit services.”

In November 2018, the Executive Committee of the Sound Transit Board directed staff to conduct a call for projects in 2019 that would be open to local governments and would make up to \$10M per subarea available between 2019 and 2025. The Executive Committee also established the evaluation criteria Sound Transit staff would use, which were divided between policy factors (customer experience, equity, connectivity, and safety and human health) and technical factors (funding plan and delivery plan).

On February 19, 2019, Sound Transit opened the System Access Fund 2019 Call for Projects. On April 12, 2019, the call for projects closed and Sound Transit received 53 applications from 33 local governments requesting more than \$86M.

Between mid-April and early July, Sound Transit evaluated the 53 applications against the evaluation criteria identified by the Executive Committee. This included a review of the application materials provided as well as follow-up discussions with each applicant about every project submitted. On July 25, 2019, staff briefed the Board of Directors on the applications received in the System Access Fund 2019 Call for Projects and the preliminary evaluation results. On July 26, 2019, Sound Transit opened a public comment period and launched online open house to receive rider and resident feedback on the 53 applications submitted.

Sound Transit received 55 letters of support and a total of 4,063 survey responses, including 409 open-ended comments, during the public comment period and online open house. The public comment period and online open house closed on Friday, August 23, 2019.

System Access policies and programs were evaluated programmatically in the Regional Transit Long-Range Plan Update Final Supplemental Environmental Impact Statement (November 2014). Local governments entering funding agreements with Sound Transit under the System Access Program will be lead agencies for system access project-level review under the State Environmental Policy Act.

Sound Transit will enter into these agreements closer to when local governments are able to advance projects and will closely monitor implementation once agreements are executed. Staff will only return to the Board should there be material changes to the project scope identified in the associated application, including requests for increased funding.



**Motion**

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the first round of System Access Funds is awarded to the local governments identified for the not to exceed amounts determined by the Board and the chief executive officer is authorized to execute funding agreements consistent with these awards and in compliance with the System Access Fund program guidelines.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on \_\_\_\_\_.

---

John Marchione  
Board Chair

**Attest:**

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Kathryn Flores  
Board Administrator

## Motion No. M2019-97

### System Access Fund 2019 Awards

This attachment identifies by subarea the jurisdictions, projects, amounts, and phases to be funded via the System Access Fund 2019 Call for Projects.

#### Snohomish Subarea

Jurisdiction	Project	Amount	Phase(s)
City of Edmonds	Citywide Bicycle Improvements	\$1,850,000	Design, Construction
City of Everett	Everett Station Nonmotorized Access Improvements	\$1,900,000	Construction
City of Lynnwood	Scriber Creek Trail Redevelopment	\$2,500,000	Construction
City of Mountlake Terrace	Veteran's Memorial Park Light Rail Connector	\$500,000	Construction
City of Mukilteo	5th Street Bicycle and Pedestrian Improvements	\$764,000	Design
Snohomish County	Ash Way Corridor Pedestrian and Bicycle Improvements (partial award)	\$1,000,000 <sup>†</sup>	Design

#### North King Subarea

Jurisdiction	Project	Amount	Phase(s)
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$100,000	Construction
City of Seattle	Judkins Park Station Access (for sidewalk upgrades, Hiawatha Place S staircase, and trail lighting)	\$2,400,000 <sup>*</sup>	Design, Construction
City of Seattle	Southeast Seattle High Priority Sidewalks and Walkways (for S Henderson Street staircase)	\$900,000 <sup>*</sup>	Design, Construction
City of Shoreline	148th Street Nonmotorized Bridge	\$3,700,000	Design, Construction

#### East King Subarea

Jurisdiction	Project	Amount	Phase(s)
City of Bellevue	Eastgate Nonmotorized Access to Transit Improvements (partial award)	\$1,000,000 <sup>†</sup>	Construction
City of Bothell	Downtown Bothell Nonmotorized Access Improvements (for 102nd Avenue NE improvements)	\$825,000 <sup>*</sup>	Design, Construction
City of Kenmore	Juanita Drive NE Pedestrian and Bicycle Safety Improvements	\$1,500,000	Construction
King County Parks	Eastrail: NE 8th Street Crossing (partial award)	\$3,000,000 <sup>†</sup>	Construction
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$250,000	Construction
City of Redmond	156th Avenue Cycle Track	\$1,165,242	Construction
City of Renton	S 7th Street Corridor Improvements (for multi-use trail)	\$1,000,000 <sup>*</sup>	Design, Construction

**South King Subarea**

<b>Jurisdiction</b>	<b>Project</b>	<b>Amount</b>	<b>Phase(s)</b>
City of Auburn	Regional Growth Center Access Improvements	\$1,625,000	Design, Construction
City of Des Moines	Barnes Creek Trail South Segment	\$1,985,000	Construction
City of Federal Way	21st Avenue S/S 320th Street Signalization and Pedestrian Improvements	\$730,000	Construction
City of Kent	W James Street at 2nd Avenue N Pedestrian Crossing	\$273,683	Design, Construction
King County Metro	Secure Bicycle Parking Expansion and Related Improvements	\$50,000	Construction
City of SeaTac	Station Intersection Pedestrian Safety Improvements (for SeaTac/Airport Station only; for pedestrian improvements connecting east)	\$500,000*	Design, Construction
City of Tukwila	Nonmotorized Connections and Wayfinding for Tukwila International Boulevard Station (for design phase)	\$369,000*	Design
City of Tukwila	Tukwila Station Nonmotorized Connectivity and Safety (for pedestrian signal on SR 181, improvements on Longacres Way, and Longacres Way/trail crossing)	\$2,064,000*	Construction

**Pierce Subarea**

<b>Jurisdiction</b>	<b>Project</b>	<b>Amount</b>	<b>Phase(s)</b>
City of Bonney Lake	Elhi Hill Trail Staircase	\$661,936	Design, Construction
City of Lakewood	111th Street SW/112th Street SW Improvements	\$1,040,000	Design, Construction
Pierce County	112th Street Pedestrian Improvements	\$2,000,000	Design, Construction
City of Puyallup	Bike Lane Expansions on W Stewart Avenue & 4th Street NW (for bike lanes on 4th Street NW)	\$155,995*	Design, Construction
City of Sumner	Rivergrove Community Pedestrian Bridge	\$452,000	Design
City of Sumner	Sounder Safe Sidewalk/Bike Programmatic Enhancements (for bike lanes on Academy Street)	\$875,000*	Design, Construction
City of Tacoma	Hilltop Tacoma Link Extension Streetscape Access Improvements	\$3,500,000	Construction

\*Indicates partial award in support of specific project elements

†Indicates partial award in support of the overall project





# INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**  
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**  
 BY: **Cyndy Knighton, Senior Program Manager**  
 CC: **Mayor Ekberg**  
 DATE: **May 7, 2021**  
 SUBJECT: **West Valley Highway (I-405 – Strander Boulevard)**  
**Project No. 99310410, Contract No. 19-095**  
**Supplemental Agreement No. 2**

## **ISSUE**

Supplemental Agreement with TranTech Engineering for the design on the West Valley Highway (I-405 – Strander Boulevard) Project. The Supplemental Agreement will increase the contract by \$564,185, for a new total of \$1,244,448.

## **BACKGROUND**

Since September 2019, TranTech Engineering has been working on the design of the West Valley Highway project, which also includes improvement along Longacres Way from West Valley Highway to the Tukwila Station. The project has funding for the design and construction of this project from three grant sources: Transportation Improvement Board, CMAQ, and Sound Transit System Access Funds. The project is also on the Traffic Impact Fee list.

## **DISCUSSION**

As the project has progressed, additional design and coordination with both WSDOT and Seattle Public Utilities (SPU) has been required to complete the design. Minor additional work was required for surveying, geotechnical analysis, and design of the HAWK signal on West Valley Highway. However, the bulk of the additional design that was required to meet the needs of SPU has resulted in substantially more work to design a bridge structure of the 60-inch watermain. This level of effort was not anticipated in the original scope of work nor the supplemental agreement that occurred in October 2020. Additional budget is needed to cover costs not included in the original scope of work. Supplement No. 2 also includes new scope and budget for construction management and support during the bidding period. The advertisement period for this project is currently anticipated for June. The late bidding period for construction beginning this year will add to the project cost. A 20% premium has been added to the engineer’s estimate to account for the summer escalation in costs.

## **FINANCIAL IMPACT**

The increase in fee for the additional design effort totals is \$99,900 and the construction management and bidding support tasks is \$464,285. Budget is available for the additional engineering, construction management, contingency, and the summer escalation. The recently awarded Sound Transit System Access Fund grant will fund the additional costs for the construction phase of the project.

Phase	Fee/Estimate	Fund Source	Amount
Design/ROW	\$809,754	TIB Grant	\$2,434,380
Construction	4,354,494	CMAQ Grant	185,000
Construction Management	464,285	System Access Fund Grant	2,060,000
		Traffic Impact Fees	607,000
		General Fund	344,000
<b>Total</b>	<b><u>\$5,628,533</u></b>	<b>Total</b>	<b><u>\$5,630,380</u></b>

## **RECOMMENDATION**

Council is being asked to approve the Supplemental Agreement No. 2 to Contract No. 19-095 with TranTech Engineering in the amount of \$564,185 and consider this item on the Consent Agenda at the May 17, 2021, Regular Meeting.

Attachments: 2021-2026 CIP Page 8  
 Revised CIP Page  
 Supplemental Agreement No. 2  
[West Valley Highway PPT](#)

## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

**DESCRIPTION:** Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Southcenter Pedestrian Bridge.  
Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Way S.

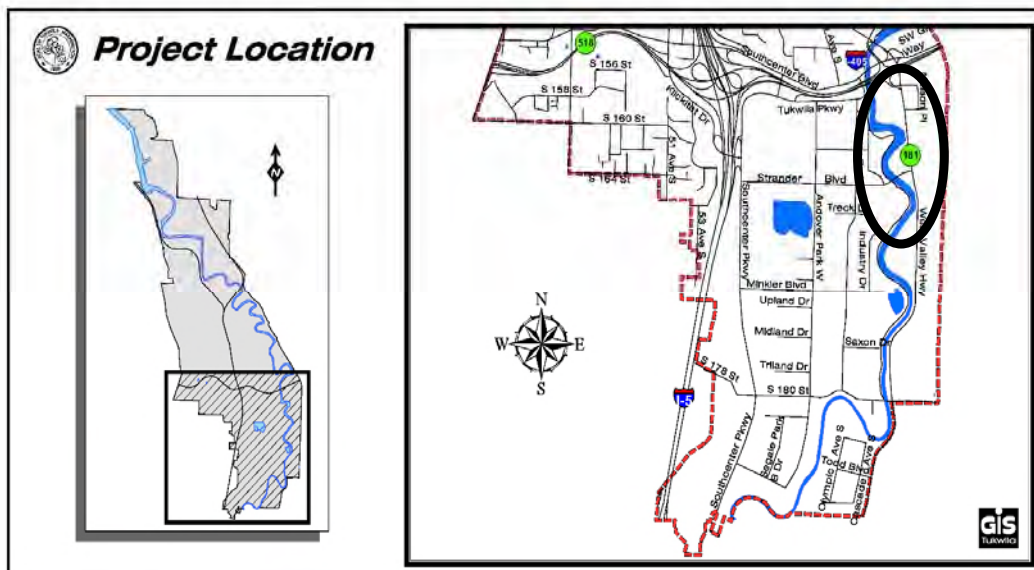
**JUSTIFICATION:** Safety and capacity items need completion. Portions have been completed by development.

**STATUS:** Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section. No funding for construction Longacres Way identified yet.

**MAINT. IMPACT:** Reduced maintenance.

**COMMENT:** Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St) and State Transportation Improvement Board grant of \$2.4m for 2018/2020.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	130	418								548
Land (R/W)	9	91								100
Const. Mgmt.			430							430
Construction			2,765							2,765
<b>TOTAL EXPENSES</b>	<b>139</b>	<b>509</b>	<b>3,195</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,843</b>
<b>FUND SOURCES</b>										
Awarded TIB Grant	14	160	2,260							2,434
Awarded CMAQ Grant	89	96								185
Mitigation										0
Traffic Impact Fees	577		303							880
City Oper. Revenue	(541)	253	632	0	0	0	0	0	0	344
<b>TOTAL SOURCES</b>	<b>139</b>	<b>509</b>	<b>3,195</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,843</b>



## CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

**PROJECT:** **West Valley Hwy (I-405 - Strander Blvd)** Project No. 99310410

**DESCRIPTION:** Design and construct completion of seven lane sections of West Valley Hwy with curbs, gutters, storm drainage, lighting and traffic control, and a pedestrian activated signal near the Tukwila Urban Center Pedestrian Bridge. Shared use path on west side of West Valley Highway from the pedestrian bridge to Longacres Wy S.

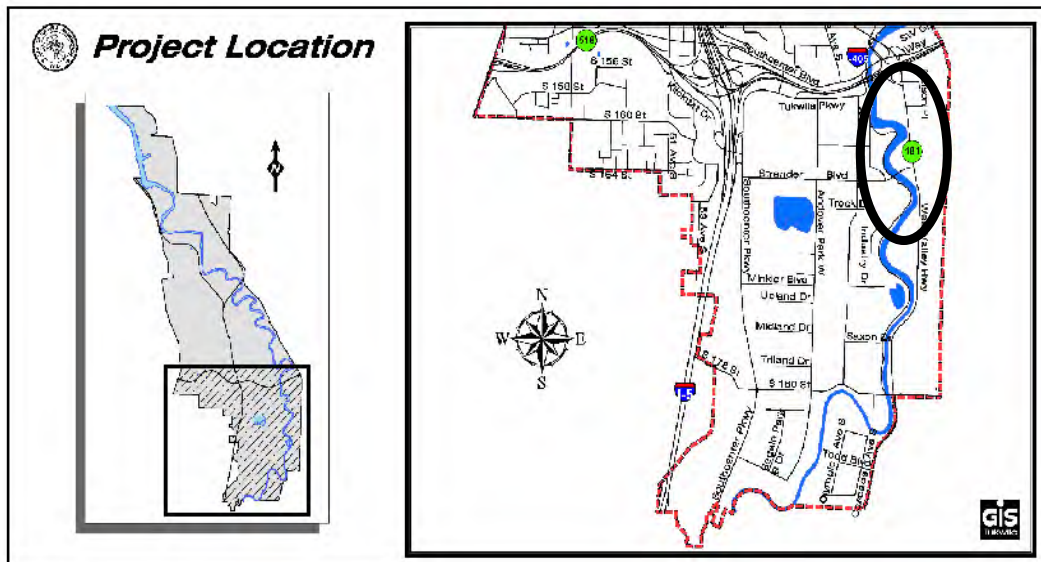
**JUSTIFICATION:** Safety and capacity items need completion. Portions have been completed by development.

**STATUS:** Combined with W Valley Hwy/S 156th Intersection in 2017. Continuing to work with development. Grant funding obtained for design and construction of West Valley Highway section.

**MAINT. IMPACT:** Reduced maintenance.

**COMMENT:** Project is on Traffic Impact Fee List. Grants from Federal CMAQ awarded for \$628k that includes \$112k for design of sidewalk/bike path on Longacres Way (S 158th St), State Transportation Improvement Board grant of \$2.4m for 2018/2020, and Sound Transit SAF grant for \$2.06m for construction along Longacres Way.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
<b>EXPENSES</b>										
Design	130	455	216							801
Land (R/W)	9									9
Const. Mgmt.			465							465
Construction			4,355							4,355
<b>TOTAL EXPENSES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>
<b>FUND SOURCES</b>										
Awarded TIB Grant	40	240	2,154							2,434
Awarded CMAQ Grant	89	96								185
Awarded SAF Grant			2,060							2,060
Mitigation										0
Traffic Impact Fees	577	(59)	89							607
City Oper. Revenue	(567)	178	733	0	0	0	0	0	0	344
<b>TOTAL SOURCES</b>	<b>139</b>	<b>455</b>	<b>5,036</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5,630</b>





<b>Supplemental Agreement Number</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable		
Description of Work			

The Local Agency of \_\_\_\_\_ desires to supplement the agreement entered in to with \_\_\_\_\_ and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

**III**

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

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

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date



**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement + Supplement #1	Supplement #2	Total
Direct Salary Cost			
Overhead (Including Payroll Additives)			
Direct Non-Salary Costs			
Fixed Fee			
Total			

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement	Supplement 01	Supplement 02	Total
Direct Salary Cost	\$ 178,847.00	\$ 45,371.00	\$ 188,537.00	\$ 412,755.00
Overhead (Including Payroll Additives)	\$ 288,651.00	\$ 77,144.00	\$ 282,186.00	\$ 647,981.00
Direct Non-Salary Costs	\$ 53,654.00	\$ 13,611.00	\$ 56,560.00	\$ 123,825.00
Fixed Fee	\$ 10,786.00	\$ 12,199.00	\$ 36,902.00	\$ 59,887.00
<b>Total</b>	<b>\$ 531,938.00</b>	<b>\$ 148,325.00</b>	<b>\$ 564,185.00</b>	<b>\$ 1,244,448.00</b>

# EXHIBIT A

## Supplement 02

### West Valley Highway (Strander Blvd to I-405) Improvements Project

## Introduction

The City of Tukwila (AGENCY) has retained TranTech Engineering, LLC (CONSULTANT) to provide a complete Contract Documents package for the West Valley Highway (Strander Blvd to I-405) Improvements (PROJECT) in Tukwila, Washington. Additional work is necessary to be added based on collaboration and coordination with WSDOT, SPU, and other third-party stakeholders. This supplement also adds work for optional tasks 12 Bidding Support During Advertisement and 13 Construction Management During Construction. The following describes supplement 02 to this work.

## Scope of Work

### 1. Project Management

No Changes

### 2. Basis of Design

No Changes

### 3. Survey and Topographic Mapping - 1 Alliance Geomatics (1AG)

#### 3.1 Right-of-Way, Property Lines & Easement Resolution

1AG will review and analyze additional information for right-of-way resolution and easements along Longacres Way. 1AG will also make modifications to the plans to address additional requests for the plans at the 90% comment stage from WSDOT.

### 4. Geotechnical Engineering-Landau Associates (LAI)

LAI will provide additional geotechnical engineering services requested by Seattle Public Utilities (SPU) and the AGENCY approved to support design of the bridge over the SPU watermain crossing West Valley Highway. Work elements include:

- A neutral plane analysis was completed as requested by SPU.
- Additional analysis was completed for a secant pile wall and a drilled shaft wall.
- Correspondence with SPU regarding options including meetings, phone calls, discussions and additions to the report.

LAI will revise its November 2019 technical memorandum to include:

- Neutral plane analysis.
- Secant pile wall and drilled shaft wall option information.

### **Assumptions**

- LAI will be provided with a project base map in AutoCAD® format.
- The bridge will not be designed to resist the effects of soil liquefaction.
- If needed, pavement design will be completed at a later date under separate scope and budget.
- If needed, pilot infiltration tests will be completed at a later date under separate scope and budget.

## **5. Environmental and Permitting Services-Landau Associates (LAI)**

No Changes

## **6. Public Outreach Support**

No Changes

## **7. Traffic Analysis - Transpo**

### **7.1 Pedestrian Crossing Evaluation**

Transpo will provide additional pedestrian crossing evaluation, pedestrian push button design, and signal upgrades necessary to add the crosswalk on the north leg of the West Valley Highway/Longacres Way intersection required by WSDOT for SR 181. This crossing is not an existing crossing and is a WSDOT requirement added during review comments.

## **8. Third-Party Stakeholder Coordination**

No Changes

## **9. Stormwater Compliance and Conveyance Design**

No Changes

## **10. Plans, Specifications, & Engineer's Opinion of Construction Cost (EEOC)**

The CONSULTANT will prepare the following additional items to be included in the final Bid Ready Contract Documents (Plans, Specifications, & Estimates) for AGENCY review, comment, approval, and advertisement. The AGENCY will compile a written response log to facilitate the CONSULTANT's tracking of all comments and for efficient inclusion in the contract documents. The CONSULTANT will maintain design documentation including design calculations. CONSULTANT will develop the following Plans all at 1"=20' plotted at full-size except for intersection and driveway details at 1"=10' plotted at full-size:

Sheet Title	Estimated Sheets	Submittal Phase				Bid Ready	Party
		30%	60%	90%	100%		
Maintenance of Traffic (LAW and WVH/LAW intersection for additional crossing required by WSDOT)	2					X	TT
Illumination (West Valley Highway)	1					X	TT
Structural Sheets (additional sheets for bridge)	14					X	TT
<b>Estimated # of additional Sheets</b>	<b>17</b>						

Work Elements 10.3 – 10.5 of the original contract will apply for the above new sheets.

**Assumptions:**

- A second 100% submittal for only the additional sheets may be completed to allow the Agency to provide comments and the Consultant to respond to comments.

**Deliverables:**

- One full-size (22x34) copy of Plans submitted electronically (Adobe PDF) for each submittal.
- One copy of the Engineer’s Opinion of Construction Cost (MS Excel) for bid items.
- One copy of the Specifications (MS Word).

## Design Criteria

The design criteria will remain the same as established under the original Scope of Services. Changes in any design standards or requirements after work has begun may result in extra services.

## Project Deliverables

Documents, exhibits or other presentations for the work covered by this Agreement (“Documents”) will be furnished by the Consultant to the AGENCY upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format will be without liability legal exposure to the Consultant: AGENCY shall assume all risks associated with such use, modifications, or conversions.

Consultant may remove from the electronic Documents delivered to AGENCY all references to Consultant’s involvement and will retain a tangible copy of the Documents delivered to AGENCY which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only- Consultant is not required to maintain electronic files beyond 90 days after final project billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

## 11. Right-of-Way Coordination

No Changes

## 12. Bidding Support During Advertisement

The CONSULTANT will provide limited services prior to the contract advertisement and during the bidding period. The CONSULTANT shall perform limited review of contract documents, review bidder's request for information (RFI), and the CONSULTANT shall prepare bid document addendum as needed. The CONSULTANT will prepare the bid tabulations and bidder responsibility checklist.

### Assumptions:

- The AGENCY will manage all activities related to the construction contract advertisement, award, and execution.

### Deliverables:

- List of findings from the limited contract documents review.
- Review up to five (5) RFI's from contract bidders.
- Develop up to two (2) bid document addenda.
- Prepare bid tabulations
- Fill out bidder responsibility checklist

## 13. Construction Management

### CONSTRUCTION WORKING DAYS

The construction working days assumed is 150.

The individual tasks to be completed by the CONSULTANT are as follows:

### 13.1 Project Management

This task includes administration of the contract between the CONSULTANT and the AGENCY, preparation of progress reports for the PROJECT. It also includes all administrative services needed to coordinate with the sub-CONSULTANT(s) and to monitor the PROJECT for scope, schedule, budget, and quality.

The following are the categorized activities associated with this task:

1. Progress Reports and Invoicing - progress reports will contain a narrative that identifies and describes significant activities performed in the previous period and significant upcoming activities along with the monthly invoice.

2. Construction Team Management, management of scope, schedule, budget, and quality.
3. Management of Sub-consultants.

**Assumptions:**

- The AGENCY will provide a project manager to respond to the CONSUTANT questions and approval for any potential contract changes, material over-runs, and differing site conditions.

**Deliverables:**

- Progress Reports
- Monthly Invoicing

### **13.2 Pre-construction Services**

The CONSULTANT will assist with pre-construction meeting management. The following are the categorized activities associated with this task:

1. Provide agenda
2. Schedule meeting
3. Facilitate pre-construction meeting
4. Provide meeting notes after meeting

**Assumptions:**

- The AGENCY will provide the CONSULTANT 3 hard copies of the contract documents.
- The AGENCY will provide a location for the pre-construction meeting.

**Deliverables:**

- Pre-construction agenda, draft and final meeting meetings.

### **13.3 Construction Engineering Support**

The CONSULTANT will provide engineering support for the contractor’s request for information (RFI) that require an engineering response during construction. This will be on an “on-call” basis at the Agency’s request during the construction phase of the project. Engineering support for materials submittals will occur as needed.

## Assumptions:

- Engineers will provide engineering details, calculations, or responses for up to 10 RFIs.
- Does not include any inspection of materials that are prefabricated or shop fabricated. These inspections will be performed by WSDOT under agreement with the AGENCY.

## Deliverables:

- Up to ten (10) RFI responses.
- Materials submittal approval assistance.

### 13.4 Resident Engineering

The CONSULTANT will provide a full-time resident engineer (RE) to the AGENCY for the duration of the contract. The RE will act as the owner's representative leading the CM team for coordination with Agency's staff, designers of record, and stakeholders. The RE's duties will be as follows:

1. Review and coordination with designers of record for responses to the Contractor's RFIs.
2. Reports directly and promptly to the AGENCY's CM Manger for matters relating to contract changes, permit violations, and PROJECT completion delays.
3. Preparation and management of the weekly meetings.
4. Preparation of agendas and leading preconstruction meetings for drilled shafts, bridge deck construction, and difficult concrete placements.
5. Management of risk log and the construction cost to complete.
6. Contractor submittals review (not approval).
7. Review and acceptance of the Contractor's lump sum breakdowns.
8. Daily review of IDRs and FNRs.
9. Review of monthly progress estimates.
10. Frequent site visits particularly during construction of critical elements.
11. Construction CPM schedule baseline reviews and monthly updates for determination of potential schedule slippage and delays.
12. Determination of entitlement for contractor's equitable adjustment requests.
13. Negotiations for equitable adjustment for contract changes.
14. Change orders, back up documentation language, independent cost estimates (ICE).
15. Materials test results review.
16. Final site inspection and punch list preparation.
17. Determination and issuance if PROJECT substantial and physical completions.
18. Closeout activities.
19. Attends Project Management Reviews (PMR).
20. Preparation of lessons learned and presentation to the Agency staff.



## Assumptions:

- The AGENCY will provide a project manager to respond to the CONSULTANT questions and approval of any potential contract changes, material over-runs, and differing site conditions.
- The AGENCY will assume management of stakeholders and public relations.
- The AGENCY will execute and manage the EOR construction engineering support services contract.
- Shop and falsework drawings will be reviewed by the appropriate Engineers of Record.

## Deliverables:

- RFI responses.
- Weekly meeting agenda.
- Preparation of preconstruction conference agendas for drilled shafts, difficult concrete placement, and bridge deck.
- Monthly preparation of risk log tracking and construction cost to complete.
- Lump sum breakdown review and acceptance.
- Construction CPM schedule responses to contractor.
- Entitlement determination, negotiations, correspondence to contractor, change order preparation and back up documentation.
- Resolution of end of construction issues including compensation for approved outstanding contract changes, liquidated damages, and claims.
- Preparation of substantial and physical completion letters.
- Preparation of end of PROJECT final inspection and punch-list.
- Preparation and presentation of PROJECT's lessons learned.

### 13.5 Site Inspection

The CONSULTANT will provide one inspector to perform site observation during 130 working days of the construction including:

1. Daily presence at the site while the Contractor is working.
2. Coordination with the documentation engineer for use of approved materials.
3. Attendance at the weekly meetings.
4. Force account (FA) monitoring and approval of contractor's FA submittals based on WSDOT/AGC Blue Book Rental Agreement.
5. Preparation of inspector's daily reports (IDRs), and field note records (FNRs).
6. Coordination with the Contractor for reconciliation of FNRs for monthly progress estimates.
7. Ensuring that only approved materials are installed.
8. Monitoring for the materials on hand (MOH).
9. Coordination with the materials testing designated by the AGENCY for any required materials sampling and testing.
10. Daily photo log of critical site activities.

## 11. Right-of-Way Coordination

No Changes

## 12. Bidding Support During Advertisement

The CONSULTANT will provide limited services prior to the contract advertisement and during the bidding period. The CONSULTANT shall perform limited review of contract documents, review bidder's request for information (RFI), and the CONSULTANT shall prepare bid document addendum as needed. The CONSULTANT will prepare the bid tabulations and bidder responsibility checklist.

### Assumptions:

- The AGENCY will manage all activities related to the construction contract advertisement, award, and execution.

### Deliverables:

- List of findings from the limited contract documents review.
- Review up to five (5) RFI's from contract bidders.
- Develop up to two (2) bid document addenda.
- Prepare bid tabulations
- Fill out bidder responsibility checklist

## 13. Construction Management

### CONSTRUCTION WORKING DAYS

The construction working days assumed is 150.

The individual tasks to be completed by the CONSULTANT are as follows:

### 13.1 Project Management

This task includes administration of the contract between the CONSULTANT and the AGENCY, preparation of progress reports for the PROJECT. It also includes all administrative services needed to coordinate with the sub-CONSULTANT(s) and to monitor the PROJECT for scope, schedule, budget, and quality.

The following are the categorized activities associated with this task:

1. Progress Reports and Invoicing - progress reports will contain a narrative that identifies and describes significant activities performed in the previous period and significant upcoming activities along with the monthly invoice.

2. Construction Team Management, management of scope, schedule, budget, and quality.
3. Management of Sub-consultants.

**Assumptions:**

- The AGENCY will provide a project manager to respond to the CONSUTANT questions and approval for any potential contract changes, material over-runs, and differing site conditions.

**Deliverables:**

- Progress Reports
- Monthly Invoicing

### **13.2 Pre-construction Services**

The CONSULTANT will assist with pre-construction meeting management. The following are the categorized activities associated with this task:

1. Provide agenda
2. Schedule meeting
3. Facilitate pre-construction meeting
4. Provide meeting notes after meeting

**Assumptions:**

- The AGENCY will provide the CONSULTANT 3 hard copies of the contract documents.
- The AGENCY will provide a location for the pre-construction meeting.

**Deliverables:**

- Pre-construction agenda, draft and final meeting meetings.

### **13.3 Construction Engineering Support**

The CONSULTANT will provide engineering support for the contractor’s request for information (RFI) that require an engineering response during construction. This will be on an “on-call” basis at the Agency’s request during the construction phase of the project. Engineering support for materials submittals will occur as needed.

## Assumptions:

- Engineers will provide engineering details, calculations, or responses for up to 10 RFIs.
- Does not include any inspection of materials that are prefabricated or shop fabricated. These inspections will be performed by WSDOT under agreement with the AGENCY.

## Deliverables:

- Up to ten (10) RFI responses.
- Materials submittal approval assistance.

### 13.4 Resident Engineering

The CONSULTANT will provide a full-time resident engineer (RE) to the AGENCY for the duration of the contract. The RE will act as the owner's representative leading the CM team for coordination with Agency's staff, designers of record, and stakeholders. The RE's duties will be as follows:

1. Review and coordination with designers of record for responses to the Contractor's RFIs.
2. Reports directly and promptly to the AGENCY's CM Manger for matters relating to contract changes, permit violations, and PROJECT completion delays.
3. Preparation and management of the weekly meetings.
4. Preparation of agendas and leading preconstruction meetings for drilled shafts, bridge deck construction, and difficult concrete placements.
5. Management of risk log and the construction cost to complete.
6. Contractor submittals review (not approval).
7. Review and acceptance of the Contractor's lump sum breakdowns.
8. Daily review of IDRs and FNRs.
9. Review of monthly progress estimates.
10. Frequent site visits particularly during construction of critical elements.
11. Construction CPM schedule baseline reviews and monthly updates for determination of potential schedule slippage and delays.
12. Determination of entitlement for contractor's equitable adjustment requests.
13. Negotiations for equitable adjustment for contract changes.
14. Change orders, back up documentation language, independent cost estimates (ICE).
15. Materials test results review.
16. Final site inspection and punch list preparation.
17. Determination and issuance if PROJECT substantial and physical completions.
18. Closeout activities.
19. Attends Project Management Reviews (PMR).
20. Preparation of lessons learned and presentation to the Agency staff.

## Assumptions:

- The AGENCY will provide a project manager to respond to the CONSULTANT questions and approval of any potential contract changes, material over-runs, and differing site conditions.
- The AGENCY will assume management of stakeholders and public relations.
- The AGENCY will execute and manage the EOR construction engineering support services contract.
- Shop and falsework drawings will be reviewed by the appropriate Engineers of Record.

## Deliverables:

- RFI responses.
- Weekly meeting agenda.
- Preparation of preconstruction conference agendas for drilled shafts, difficult concrete placement, and bridge deck.
- Monthly preparation of risk log tracking and construction cost to complete.
- Lump sum breakdown review and acceptance.
- Construction CPM schedule responses to contractor.
- Entitlement determination, negotiations, correspondence to contractor, change order preparation and back up documentation.
- Resolution of end of construction issues including compensation for approved outstanding contract changes, liquidated damages, and claims.
- Preparation of substantial and physical completion letters.
- Preparation of end of PROJECT final inspection and punch-list.
- Preparation and presentation of PROJECT's lessons learned.

### 13.5 Site Inspection

The CONSULTANT will provide one inspector to perform site observation during 130 working days of the construction including:

1. Daily presence at the site while the Contractor is working.
2. Coordination with the documentation engineer for use of approved materials.
3. Attendance at the weekly meetings.
4. Force account (FA) monitoring and approval of contractor's FA submittals based on WSDOT/AGC Blue Book Rental Agreement.
5. Preparation of inspector's daily reports (IDRs), and field note records (FNRs).
6. Coordination with the Contractor for reconciliation of FNRs for monthly progress estimates.
7. Ensuring that only approved materials are installed.
8. Monitoring for the materials on hand (MOH).
9. Coordination with the materials testing designated by the AGENCY for any required materials sampling and testing.
10. Daily photo log of critical site activities.

11. Monitor the site for contractor compliance with traffic control plans, environmental, and contract requirements.
12. Final site inspection and assistance with close out.

#### **Assumptions:**

- The AGENCY will provide a workspace at the site or the City for preparation of paperwork.
- The AGENCY will provide for materials sampling and testing completed through WSDOT.
- Inspectors will be compensated for weather days if encountered.
- AGENCY will provide inspector or supplement when multiple crews are working requiring multiple inspectors or beyond 130 working days.
- AGENCY will provide IDRs, FNRs, and all other documentation for work inspected by the AGENCY.

#### **Deliverables:**

- IDRs and FNRs for provided inspection.
- Monitoring and accounting for MOH.
- Daily site photos and management.
- Daily reports of the FA worked.

### **13.6 Office Engineering and Documentation Control**

This Task includes activities associated with preparation of construction documentation consistent with the FHWA and LAG Manual requirements including:

1. Project files set up and maintenance.
2. Submittal log tracking/management.
3. Attending the Pre-con and preparation of meeting notes.
4. Weekly agenda preparation and meeting notes.
5. Preparation of monthly progress estimates.
6. Request for approval of materials (RAMs) reviews and approvals.
7. Maintenance of record of materials (ROM).
8. Contractor traffic control records management.
9. Materials testing and RAM approval coordination with inspector.
10. WSDOT special inspection and testing coordination.
11. Close out.
12. PMR and/or document review project documents preparation, coordination with WSDOT Local Program, and attendance.

### **Assumptions:**

- AGENCY or WSDOT will provide the project ROM.
- The AGENCY will manage monthly progress estimate payment to the contractor based on inspector's FNR's and progress report.
- The AGENCY will execute, and process change orders.
- Supplement will be required for additional hours over those shown in Exhibit B.

### **Deliverables:**

- Pre-con agenda, meeting draft and final notes.
- Complete contract paper-work tracking and documentation filing.
- Weekly meeting agenda preparation and meeting notes.
- Change order preparation.
- Monthly FNRs tabulation for the progress estimates.
- Punch-list preparation.
- PMR PROJECT documentation hard copies.

## **13.7 Post Construction Services**

This task includes activities associated with project closeout. This task includes:

1. Evaluation and analysis of any outstanding change orders and claims.
2. A project walk-through with WSDOT after substantial completion.
3. Preparation of end of PROJECT punch list and PROJECT closeout documentation for auditing purposes and archiving.
4. Final contract voucher.
5. Drafting of record drawings and coordination with subconsultants for drafting of their particular disciplines.

### **Assumptions:**

- The CONSULTANTS Resident Engineer and Office Engineer will provide guidance for preparation of documents.
- AGENCY will send notice of completion to DOR, L&I, and ESD.
- AGENCY will send final contract voucher for Contractor signature.

### **Deliverables:**

- On site project walk through with WSDOT.

- Preparation of end of project punch list.
- Addressing and including WSDOT comments in the final documentation.
- Final Contract Voucher.
- Drafting of record drawings redlined by Contractor as a bid item.
- Preparation of archival hard copies of relevant PROJECT documentation delivered in boxes.

### **13.8 Subconsultant and Professional Services**

This task includes activities performed by subconsultants and professional services covering traffic signal bid items, landscape and urban design elements, geotechnical engineering services, and materials testing.

1. One (1) change order each (two (2) total) relating to traffic signal items and landscape architecture and urban design.
2. Up to three (3) RFI's for traffic signals systems and geotechnical services.
3. Up to one (1) RFI for landscaping or urban design.
4. Materials submittal review associated with subconsultant discipline.
5. Drafting of record drawings up to the number of hours included in exhibit B.
6. Professional Services for Material Testing:
  - a. Concrete (air, slump, temperature, and compressive strength).
  - b. Soils sampling, gradation, and density.
  - c. HMA density.

#### **Assumptions:**

- Irrigation is not covered and if assistance is needed a supplement will be added.
- Additional RFI's will require a supplement.
- Additional change orders will require a supplement.
- Additional time required for record drawings will require a supplement.
- The AGENCY will arrange for WSDOT to provide testing, inspection and approval for a project element list provided by the CONSULTANT to include prefabricated and shop fabricated items.

#### **Deliverables:**

- Responses to RFI's up to maximum listed above
- Materials submittals responded to
- Drafting of record drawings redlined by Contractor

#### **GENERAL ASSUMPTIONS**

- Work performed under this scope is limited to the hours and fee listed in the Scope and Budget, Prime and Subconsultant Cost Computations. Any work requested that exceeds what is shown



in the Scope and Budget will be considered EXTRA WORK and be added as a Supplement to this Agreement.

- Shop drawings, construction and falsework drawings will be reviewed and approved by the EOR.



West Valley Highway (I-405 - Strander Blvd)

	Principal	Project Manager	Construction Manager RE	Resident Engineer	Senior Structural Engineer	Senior Structural Engineer	Senior Traffic Engr.	Senior Civil Engineer	Senior Civil Engineer	Staff Structural Eng 2	Staff Civil Engineer	Senior CAD Tech	Senior Inspector	Office Engineer	Admin	Total
<b>Design</b>																
<b>Task 10 Plans, Specifications and Engineer's Estimate</b>																
10.5 Ad Ready PS&E	1				8	184	64	40	8	40	102	89		4		540
																0
<b>Modular Wetlands (Sub Element)</b>								4	20		20					44
																0
																0
<b>Construction</b>																
<b>Task 12 Bidding Support During Advertisement</b>																
12.1 Advertisement Support/Preconstruction services	2	6		8		3	3	3	3		4			21.5		53.5
<b>Task 13 Construction Management During Construction</b>																
13.1 Project Management			20												20	40
13.2 Pre-Construction Services		4		12									8	16		40
13.3 Construction Engineering Support	2	8		4		42	30	40	10	2	4		4	16		162
13.4 Resident Engineering				300												300
13.5 Site Inspector													1220			1220
13.6 Office Engineering														800		800
13.7 Post Construction Services	2	2		16							40	16	60	60		196
																0
																0
<b>Total Labor Hours</b>	7	20	20	340	8	229	97	87	41	42	170	105	1292	917.5	20	3,396
<b>Labor Rates (DLR)</b>	\$ 76.50	\$ 57.00	\$ 84.00	\$ 58.00	\$ 68.00	\$ 62.00	\$ 57.00	\$ 57.00	\$ 57.00	\$ 45.00	\$ 40.00	\$ 42.00	\$ 50.00	\$ 45.00	\$ 40.00	4
<b>Total Direct Salary Cost</b>	\$536	\$1,140	\$1,680	\$19,720	\$544	\$14,198	\$5,529	\$4,959	\$2,337	\$1,890	\$6,800	\$4,410	\$64,600	\$41,288	\$800	\$170,430
														Overhead (ICR)	148.87%	\$253,719
														Fee	30.00%	\$51,129
														Multiplier	2.7887	
														<b>Total Labor Cost</b>		<b>\$475,279</b>
<b>Subconsultants Cost</b>																
					PE Cost	CN Cost										<b>Total Cost</b>
Landau					\$4,500	\$6,268										\$10,768
1Alliance					\$1,000	\$0										\$1,000
Transpo					\$9,683	\$4,181										\$13,864
Pertect					\$0	\$26,382										\$26,382
														<b>Total Subconsultant Cost</b>		<b>\$52,014</b>
<b>Direct Costs (Copy, Fedex, Per Diem ...)</b>																
					Item	#	Amount	Unit								
					Mileage		2486	\$0.56	Miles							\$1,392
					Production Costs											\$500
					Materials Testing											\$35,000
														<b>Subtotal Direct Costs</b>		<b>\$36,892</b>
<b>Total</b>														<b>Total Fee</b>		<b>\$564,185</b>

Exhibit B - Fee Schedule



West Valley Highway (I-405 - Strander Blvd)

	Kash	Diane	Jim	Scott	Al	Diane	Debbie	Kassey	Kate	Donna	Merrilee/Jodi	Bridget/Merrilee	Total	
	Principal	Project Manager	Senior Structural Engineer	Senior Structural Engineer	Senior Traffic Engr.	Senior Civil Engineer	Senior Civil Engineer	Staff Structural Eng 2	Staff Civil Engineer	Senior CAD Tech	Office Engineer	Admin		
<b>Design</b>														
<b>Task 10 Plans, Specifications and Engineer's Estimate</b>														
10.5 Ad Ready PS&E	1		8	184	64	40	8	40	102	89	4		540	
<b>Modular Wetlands (Sub Element)</b>														
						4	20		20				44	
<b>Total Labor Hours</b>	1	0	8	184	64	44	28	40	122	89	4	0	584	
<b>Labor Rates (DLR)</b>	\$ 76.50	\$ 57.00	\$ 68.00	\$ 62.00	\$ 57.00	\$ 57.00	\$ 57.00	\$ 45.00	\$ 40.00	\$ 42.00	\$ 45.00	\$ 40.00		
<b>Total Direct Salary Cost</b>	\$77	\$0	\$544	\$11,408	\$3,648	\$2,508	\$1,596	\$1,800	\$4,880	\$3,738	\$180	\$0	\$30,379	
											Overhead (ICR)	148.87%	\$45,224	
											Fee	30.00%	\$9,114	
											Multiplier	2.7887		
													<b>Total Labor Cost</b>	<b>\$84,716.52</b>
<b>Subconsultants Cost</b>														
														<b>Cost</b>
Landau														\$4,500
1Alliance														\$1,000
Transpo														\$9,683
													<b>Total Subconsultant Cost</b>	<b>\$15,183</b>
<b>Direct Costs (Copy, Fedex, Per Diem ...)</b>														
	<b>Item</b>				<b>#</b>		<b>Amount</b>						<b>Unit</b>	
	Mileage						\$0.56						Miles	\$0
													<b>Subtotal Direct Costs</b>	<b>\$0</b>
<b>Total</b>													<b>Total Fee</b>	<b>\$99,900</b>



West Valley Highway (I-405 - Strander Blvd)

Optional Task Items	Principal	Project Manager	Construction Manager	Resident Engineer	Senior Structural Engineer	Senior Structural Engineer	Senior Traffic Engr.	Senior Civil Engineer	Senior Civil Engineer	Staff Structural Eng 2	Staff Civil Engineer	Senior CAD Tech	Senior Inspector	Office Engineer	Admin	Total
<b>Construction</b>																
<b>Task 12 Bidding Support During Advertisement</b>																0
12.1 Advertisement Support/Preconstruction services	2	6		8		3	3	3	3					21.5		53.5
<b>Task 13 Construction Management During Construction</b>																0
13.1 Project Management			20												20	40
13.2 Pre-Construction Services		4		12									8	16		40
13.3 Construction Engineering Support	2	8		4		42	30	40	10	2	4		4	16		162
13.4 Resident Engineering				300												300
13.5 Site Inspector													1220			1220
13.6 Office Engineering														800		800
13.7 Post Construction Services	2	2		16							40	16	60	60		196
																0
<b>Total Labor Hours</b>	6	20	20	340	0	45	33	43	13	2	48	16	1292	913.5	20	<b>2,812</b>
<b>Labor Rates (DLR)</b>	\$ 76.50	\$ 57.00	\$ 84.00	\$ 58.00	\$ 68.00	\$ 62.00	\$ 57.00	\$ 57.00	\$ 57.00	\$ 45.00	\$ 40.00	\$ 42.00	\$ 50.00	\$ 45.00	\$ 40.00	
<b>Total Direct Salary Cost</b>	\$459	\$1,140	\$1,680	\$19,720	\$0	\$2,790	\$1,881	\$2,451	\$741	\$90	\$1,920	\$672	\$64,600	\$41,108	\$800	<b>\$140,052</b>
														Overhead (ICR)	148.87%	
														Fee	30.00%	<b>\$208,495</b>
														Multiplier	2.7887	
																<b>Total Labor Cost</b>
																<b>\$390,561.62</b>
<b>Subconsultants Cost</b>																
																<b>Cost</b>
Transpo																\$4,181
Perteet																\$26,382
Landau																\$6,268
																<b>Total Subconsultant Cost</b>
																<b>\$36,831</b>
<b>Direct Costs (Copy, Fedex, Per Diem ...)</b>																
	<b>Item</b>					<b>#</b>	<b>Amount</b>									<b>Unit</b>
	Mileage					2486	\$0.56								Miles	\$1,392
	Production Costs															\$500
	Materials Testing															\$35,000
																<b>Subtotal Direct Costs</b>
																<b>\$36,892</b>
																<b>Total Fee</b>
																<b>\$464,285</b>





Project Tukwila - West Valley Highway (I 405 - Strander Blvd)  
Construction Design Supp.  
Client TranTech Engineering, LLC  
PM Brianne Ross

Contract Start Date 6/7/2021  
Contract End Date 12/30/2022  
Contract Duration: 18 Months

Last Update date 5/4/2021  
Perteet Project No. 20190049.0001

Task	Billing Rate	Sr. Associate	Sr. Engineer / Mgr	Lead Technician/ Designer	Accountant	Total Hours	Labor Dollars
Task 1 - Project Management		\$71.00	\$63.00	\$37.00	\$41.00	26.00	\$1,506.00
<b>Total Task 1 - Project Management</b>		0.00	20.00	0.00	6.00	26.00	\$1,506.00
Task 2 - Construction Design Support - Landscape/Urban Design		45.00	45.00	20.00		110.00	\$6,770.00
<b>Total Task 2 - Construction Design Support - Landscape/Urban Design</b>		45.00	45.00	20.00	0.00	110.00	\$6,770.00
Expenses							
<b>Total Expenses</b>		0.00	0.00	0.00	0.00	0.00	\$0.00
<b>Total Hours</b>		45.00	65.00	20.00	6.00	136.00	
<b>Total Dollars</b>		\$3,195.00	\$4,095.00	\$740.00	\$246.00		\$8,276.00

<b>Expenses:</b>	
Mileage - \$.56	302
<b>Totals:</b>	<b>302</b>

SUMMARY		
Direct Salary Cost		\$8,276.00
Overhead Cost	185.12%	\$15,321.00
Fee 30%		\$2,483.00
Labor		\$26,080.00
Expenses		\$302.00
Subconsultants		\$0.00
<b>CONTRACT TOTAL</b>		<b>\$26,382.00</b>

Transpo Group USA, Inc.  
**Cost Estimate Worksheet**



Number / Project Name <b>19306/West Valley Highway</b>
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Pay rates are effective from September 26, 2020 through June 25, 2021, within the ranges shown in the attachment.  
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Quality Control	Project Engineer	CAD/ Graphics	Project Admin				
initials	RP	KRC	TL	JL2	AMC				
job title	Assoc Prin L6	Prin L7	Eng L3	Eng L1	PA L4				
cost rate	\$68.03	\$87.78	\$43.08	\$31.73	\$47.79				

**Labor:**

Work Task						Hours	Cost
1 RFI Responses (Assume 3)	2		3	6	2	13	\$551
2 Change Orders (Assume 1)	1		2	3		6	\$249
3 Material Submittal Review	1		2			3	\$154
4 Record Drawings	2		4	6		12	\$499
5						0	\$0
6						0	\$0
7						0	\$0
8						0	\$0
9						0	\$0
10						0	\$0
11						0	\$0
12						0	\$0
13						0	\$0
14						0	\$0
15						0	\$0
16						0	\$0
17						0	\$0

<b>Total Hours</b>	<b>6</b>	<b>0</b>	<b>11</b>	<b>15</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	
<b>Labor Costs</b>	<b>\$408</b>	<b>\$0</b>	<b>\$474</b>	<b>\$476</b>	<b>\$96</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$1,453.59</b>

<b>Overhead</b>	<b>Rate</b>	<b>157.63%</b>									<b>\$2,291.29</b>
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<b>Fee (as a % of labor)</b>	<b>30.00%</b>										<b>\$436.08</b>
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**Miscellaneous Expenses:**

Item	Reimbursable Cost
1 Federal Express / Courier	\$0
2 Phone	\$0
3 Fax	\$0
4 Postage	\$0
5 Graphic supplies	\$0
6 Photography	\$0
7 Travel expenses (mileage)	\$0
8 Reproduction	\$0
9 Traffic counts	\$0
10 Traffic accident data	\$0
11 Spec. MPS model run	\$0
12 Transportation Concurrency Application	\$0
<b>Total Reimbursable Expenses</b>	<b>\$0</b>

**Subconsultants:**

Firm	Subs Cost
1 Subconsultant A	\$0
2 Subconsultant B	\$0
3 Subconsultant C	\$0
4 Subconsultant D	\$0
5 Subconsultant E	\$0
<b>Total Subconsultants</b>	<b>\$0</b>

<b>TOTAL ESTIMATE</b>	<b>\$4,181.00</b>
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