

**City of Burien, Washington**  
**Contract Routing Sheet**

Name of Contracting Party: Washington State Dept. of Transportation (WSDOT)

Project Name/Description: NERA Ramp - Grant Agreement - New offramp from Eastbound 518 to Des Moines Mem. Drive

Contract Amount: \$ 250,000  
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

|  |  |   |
|--|--|---|
| <input type="checkbox"/> <b>Architectural/Engineering</b><br><input type="checkbox"/> From Engineering Roster<br><input type="checkbox"/> Advertised Bidding Done<br><br><input type="checkbox"/> <b>Professional Services</b><br>(Non-Engineering)<br><input type="checkbox"/> 3 Bids received<br><input type="checkbox"/> Direct Negotiation | <input type="checkbox"/> <b>Construction</b><br><input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$20,000/\$35,000)<br><input type="checkbox"/> From Small Works Roster (\$20,000/35,000 to \$100,000)<br><input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$100,000)<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Human Services/Arts &amp; Culture/City Match</b><br><br>X <u>Other: Grant</u><br><br><input type="checkbox"/> <b>Contract Amendment to Contract No. _____</b> |
|--|--|---|

(Please attach a list of all bids received)

Is this contract authorized in the current year's budget? X Yes  No

If budgeted, list Fund/Dept.: Transportation CIP - NERA Transportation Improvements

Page # in Budget: 4-34 Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: 318.11.595.34

Is a budget amendment needed?  Yes X No Amount? \$ \_\_\_\_\_

Date of Council Approval: 11-5-2012 - Ord. #575

**REVIEWED BY:**

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: M. Andrews Date: 11-29-2012

Management Analyst: L. Fleming Date: 11-29-12

|  |  |
|--|--|
| <p align="center"><b><u>Routing Instructions:</u></b></p> <input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____<br><input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____<br><input type="checkbox"/> Other (Please describe) _____<br>_____ | <p align="center"><b><u>Contract File Checklist:</u></b></p> <input type="checkbox"/> Purchase Order # <u>NA</u><br><input type="checkbox"/> Tax ID Form <u>NA</u><br><input type="checkbox"/> Current Business License # <u>NA</u><br><input type="checkbox"/> Insurance Certificate <u>NA</u><br><input checked="" type="checkbox"/> Contract Fully Signed |
|--|--|

**LOCAL AGENCY PARTICIPATING AGREEMENT  
WORK BY THE CITY OF BURIEN - REIMBURSEABLE  
GCB 1295**

This Agreement is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, herein after the STATE, and the City of Burien, 400 SW 152<sup>nd</sup> Street, Suite 300, Burien WA 98166, hereinafter the CITY.

WHEREAS, pursuant to Section 305 (43) of Engrossed Substitute House Bill 2190, effective March 23, 2012, Legislative appropriation, Two Hundred Fifty Thousand, Dollars (\$250,000.00) of federal funding has been authorized toward the scoping and the pre-design of a new off ramp from Eastbound State Route 518 (SR 518) to Des Moines Memorial Drive, herein the Work, and

WHEREAS, the CITY has requested to perform the Work and the STATE has agreed to the CITY performing the Work, and

WHEREAS, a requirement of receiving the federal funding is that the CITY must provide required matching funding, and

WHEREAS, the Parties agree that the STATE will retain four percent (4%) of the appropriation to recover the costs of STATE review and coordination of the Work performed by the CITY,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, including the attached Exhibit A, which is incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. CITY RESPONSIBILITIES**

- 1.1 The CITY, on behalf of the STATE, agrees to perform the Work, which is the scoping and pre-design of a new off ramp from Eastbound State Route 518 (SR 518) to Des Moines Memorial Drive.
  - 1.1.1 The CITY agrees to perform the Work in accordance with the current state of Washington Standard Specifications for Road, Bridge and Municipal Construction, and amendments thereto, Standard Specifications, state adopted design standards, and Local Agency Guidelines (LAG) Manual, which by this reference are incorporated herein as if fully set forth in this Agreement.
  - 1.1.2 The CITY agrees that the Work will include surveying the site, reviewing the Route Development Plan Amendment report information, conducting

any additional traffic analysis required, establishing the geometrics for the ramp, establishing the right of way needs, establishing permit requirements, establishing environmental mitigation requirements, and preparing a preliminary construction cost estimate. A cost estimate of the Work is attached hereto as Exhibit A.

- 1.1.3 Upon completion of the Work the CITY agrees to notify the STATE in writing that the Work is complete.

## **2. STATE RESPONSIBILITIES**

- 2.1 The STATE agrees to reimburse the CITY out of legislatively appropriated funds for the CITY's actual direct and related indirect costs of the work up to, but not more than Two Hundred Forty Thousand Dollars (\$240,000.00). Should the costs of the Work exceed this amount, the CITY shall be responsible for the additional costs.
- 2.2 The Parties agree that the STATE shall be entitled to retain the agreed upon four percent (4%), or Ten Thousand Dollars (\$10,000) of the total appropriation and as reimbursement for its costs in reviewing and coordinating the Work on state right of way with the CITY for compliance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and amendments thereof and adopted design standards.

## **3. PAYMENT**

- 3.1 The CITY agrees that the maximum share of federal funding for the Work is Eighty Six and one half percent (86.5%). The remaining funding for the Work not reimbursed by the STATE pursuant to Section 2.1 shall be the CITY's sole responsibility which shall be expended on the Work by June 30, 2013.
- 3.2 The CITY shall submit progress invoices to the STATE with such information and detail as the STATE may require to support the actual direct salary and direct and indirect non-salary costs of the Work performed by the CITY. All work shall be completed on or before June 30, 2013.
- 3.3 The STATE agrees to make payment within thirty (30) calendar days of receipt of an approved invoice. These payments shall not be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final payment, all required adjustments will be made and reflected in a final payment.
- 3.4 All progress invoices must be submitted by the CITY and received by the STATE no later than by July 12, 2013.

Invoices shall be sent to the STATE's Project Manager as follows:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

Hung Huynh, P.E.  
Project Engineer  
15700 Dayton Avenue North NB82-117  
PO Box 330310  
Seattle, WA 98133-9710  
Phone: 206 440 4311  
Email Address: HUYNHH@wsdot.wa.gov

**4. GENERAL PROVISIONS**

- 4.1 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.
- 4.2 Termination: The STATE may terminate this Agreement, in whole or in part, immediately upon notice to the CITY, or at such later date as the STATE may establish in such notice, upon the occurrence of any of the events following:
- (a) If the CITY fails to provide the Work as called for by this Agreement within the time specified herein or any extension thereof.
  - (b) If the CITY fails to perform any of the other provisions of this Agreement, or so fails to pursue the Work to as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the STATE fails to correct such failures within ten (10) working days or such longer period as STATE may authorize.
  - (c) If federal or state laws, regulations or guidelines or legislative appropriation are modified or interpreted in such a way that the Work under this Agreement is prohibited or no longer funded.
- 4.2.1 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 4.3 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall each appoint a member to a disputes board, these two members shall select a third board 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 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 costs and fees.

- 4.4 Independent Contractor: The CITY shall be deemed an independent contractor for all purposes, and the employees of the CITY or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the STATE.
- 4.5 Venue: 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 Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees, and costs.
- 4.6 Audits/Records: All records for the Work in support of all costs incurred during the contract shall be maintained by the CITY for a period of six (6) years. The STATE shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the STATE require copies of any records, it agrees to pay the costs thereof. Parties agree that the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or state of Washington and/or the federal government.
- 4.7 Indemnification: The CITY shall protect, defend, indemnify, and save harmless the STATE and all officers and employees of the STATE 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, or caused in whole or in part by any act, omission, or negligence by the CITY in any way related to this Agreement or the performance of the Work. The CITY will not be required to indemnify, defend or save harmless the STATE 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 STATE. Where such claims, suits, or actions result from the concurrence negligence of the CITY and the STATE, the indemnity provisions provided herein shall be valid and enforceable only to the extent of CITY's or the agents or employees of the CITY's own negligence. For the purpose of implementing the indemnity and defense provisions provided herein, the CITY by mutual negotiation, hereby waives, with respect to the STATE only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. The obligations of this Section 4.6 shall survive any termination of this Agreement.
- 4.8 Letter of Acceptance: The STATE agrees that upon receiving the completion of Work letter from the CITY, as set forth in Section 1.1.3 of this Agreement, and upon the STATE's determination that the Work has been completed to the satisfaction of the STATE to deliver a letter of acceptance to the CITY, which

shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work under this Agreement. If a letter of acceptance is not received by the CITY within 90 calendar days following delivery of the CITY's completion of the Work letter to the STATE, the Work will be considered accepted by the STATE, and the CITY shall be released from all future claims and demands of any nature resulting from the performance of the Work under this Agreement. The STATE may withhold this acceptance of Work by submitting written notification to the CITY within the 90 calendar day period. This notification shall include the reason for withholding the acceptance, so that the CITY may address any such reasons and resubmit the work to the STATE.

- 4.9 Completion of Work: All Work shall be completed by the CITY on or before June 30, 2013.
- 4.10 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

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

|                                    |   |
|------------------------------------|---|
| CITY OF BURIEN                     | STATE OF WASHINGTON<br>DEPARTMENT OF<br>TRANSPORTATION                |
| By <i>Maiya I. Andrews</i>         | By <i>Russell S. East</i>   |
| Name <i>Maiya I. Andrews</i>       | Name Russell S. East, P.E.  |
| Title <i>Public Works Director</i> | Title Assistant Regional Administrator<br>King and Snohomish Counties |
| Date <i>11-29-2012</i>             | Date <i>12/5/2012</i>   |

APPROVED AS TO FORM

DATE: *11-8-12*

*Ann E. Salay*  
Asst. Attorney General

| Preliminary Design Task            | Project Manager | Senior Engineer | Engineer | CAD  | Office | Survey Crew | Total     |
|------------------------------------|-----------------|-----------------|----------|------|--------|-------------|-----------|
|                                    | \$75            | \$60            | \$50     | \$30 | \$25   | \$300       |           |
| Base Mapping                       | 10              |                 |          | 160  | 10     | 60          | \$23,800  |
| Transportation Analysis            | 35              | 100             | 250      |      | 35     |             | \$22,000  |
| Geometrics & Right of Way Analysis | 50              | 100             | 350      | 100  | 50     |             | \$31,500  |
| Environmental Analysis             | 40              | 50              | 300      |      | 40     |             | \$22,000  |
| Subtotal                           |                 |                 |          |      |        |             | \$99,300  |
| Consultant Overhead                |                 |                 |          |      |        | 145%        | \$143,985 |
| Consultant Profit                  |                 |                 |          |      |        | 32%         | \$31,776  |
| Total Estimated Cost               |                 |                 |          |      |        |             | \$275,061 |

GCB 1295  
Exhibit A

## City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: WSDOT Vendor # \_\_\_\_\_  
 Project Name/Description: Local Agency Grant Agreement for NERA Off-Ramp Amendment #1  
 Contract Amount: \$No Cost Extension

Type of Contract:

|   |  |  |
|---|--|--|
| <input type="checkbox"/> <u>Architectural/Engineering</u><br><input type="checkbox"/> From MSRC Engineering Roster<br><input type="checkbox"/> RFQ Process Done<br><br><input type="checkbox"/> <u>Consulting/Services</u><br>(Non-Engineering) | <input type="checkbox"/> <u>Construction/Public Works</u><br><input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000)<br><input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000)<br><input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000)<br><input type="checkbox"/> Other: Sole Source - Emergency | <input type="checkbox"/> <u>Human Services/Arts &amp; Culture</u><br><br><input checked="" type="checkbox"/> Other: <u>Grant Funding Agreement</u><br><br>X <u>Contract Amendment to Contract No. 3685</u> |
|---|--|--|

Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: Transportation CIP-NERA Transportation Improvements

Page # in Budget: 4-34 Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: 318-11-595-34 (2012) 318-05-595-30 (2013)

**CONTRACT ROUTING INSTRUCTIONS:**

Contract Manager Directions/Approval: Aria Robert Date: 6/18/13

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval [Signature] Date: 6/18/13

Legal Dept. Directions/Approval: Cynthia Selcuff Date: 6/18/13

- Review insurance non-reg.
- Review by City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: [Signature] Date: 6-18-13

- Review contract budget/administrative review.

Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

**Contract File Checklist:**

- ~~W-9 Taxpayer ID Form~~
- ~~Burien Business License #~~
- ~~Insurance Certificate~~
- ~~Bids, if applicable~~  ~~N/A~~
- Contract Fully Signed

**GCB 1295**  
**Local Agency Participating Agreement**  
**Work by the City of Burien - Reimbursable**

**Amendment Number 1**

**THIS AMENDMENT NO. 1**, made to that certain Agreement **GCB 1295**, scoping and pre-design of a new off ramp from Eastbound State Route 518 to Des Moines Memorial Drive, dated December 5, 2012 between the City of Burien, hereinafter the "CITY", and the Washington State Department of Transportation, hereinafter the "STATE", and collectively the "Parties".

**WHEREAS**, the Parties desire to amend the Agreement in order to extend the Completion of Work date.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof,

**IT IS MUTUALLY AGREED AS FOLLOWS**

1. The completion of work date "June 30, 2013" as written in Section 4.9 shall be deleted and replaced with "July 31, 2013".
2. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by mutual supplemental agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 1 as of the Party's date signed last below.

**CITY OF BURIEN**

By Maiya L. Andrews  
Maiya L. Andrews, P.E.

Title: Public Works Director

Date: June 20, 2013

**WASHINGTON STATE**  
**DEPARTMENT OF TRANSPORTATION**

By Michael A. Cotten  
Michael A. Cotten, P.E.

Title: Assistant Regional Administrator  
King and Snohomish Counties

Date: 6-25-13