

## City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: King County Metro Transit

Project Name/Description: LOU for Design and Construction of Transit Signal Priority Improvements for Route 120

Contract Amount: \$ ?? Staff support  
(Include Contractor's Proposal Amount and Sales Tax)

Type of Contract:

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

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

If budgeted, list Fund/Dept.: \_\_\_\_\_

Page # in Budget: \_\_\_\_\_ Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

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

Date of Council Approval: \_\_\_\_\_

**REVIEWED BY:**

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

Department Director: [Signature] Date: 2-13-2013

lll Management Analyst: [Signature] Date: 2-8-13

<p style="text-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 _____ <input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____ <input checked="" type="checkbox"/> Other (Please describe) _____ _____	<p style="text-align: center;"><b><u>Contract File Checklist:</u></b></p> <input type="checkbox"/> Purchase Order # _____ <input type="checkbox"/> Tax ID Form <input type="checkbox"/> Current Business License # _____ <input type="checkbox"/> Insurance Certificate <input checked="" type="checkbox"/> Contract Fully Signed
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Letter of Understanding



**King County**

Department of Transportation  
Metro Transit  
Service Development  
201 South Jackson Street  
M.S. KSC-TR-0426  
Seattle, WA 98104-3856

RECEIVED

FEB 27 2013

CITY OF BURIEN  
PUBLIC WORKS

February 4, 2013

Maiya I. Andrews, P.E.  
Director of Public Works  
City of Burien  
400 SW 152nd St, Suite 300  
Burien, WA 98166

Re: Design and Construction of Transit Signal Priority Improvements for Route 120

Dear Ms. Andrews:

This Letter of Understanding ("LOU") is to describe the responsibilities and actions that will be taken by King County Metro Transit (the "County" or "Metro") and the City of Burien (the "City"), either of which may be referred to individually as the "Party" or collectively as the "Parties," to design and implement traffic signal/phasing and transit signal priority ("TSP") improvements for selected intersections along Metro's Route 120. The changes include replacing the signal controllers, upgrading signal cabinets, installing TSP related equipment in the Intelligent Transportation System ("ITS") signal cabinets, installing new signal head if necessary, installing fiber strands for roadside and backhaul communication, and development and implementation of TSP timing before December 31, 2013.

This LOU incorporates planning, design and construction to be performed by both Parties, and is consistent with commitments by both Parties to provide transit speed and reliability improvement for Route 120 within City boundaries. The County will assume primary responsibility for completing the design and implementing the improvements with support from the City. The City will assume responsibility for reviewing and supporting the County via the County's Department of Transportation, Road Services Division ("Road Services") and will be responsible for the operating and maintenance of the signal system except transit ITS related equipment.

This LOU is based upon, and incorporates the Interlocal Agreement between King County and the City of Burien for Provision of Road Maintenance Services, dated May 21, 1993, see Attachment A.

## Letter of Understanding

### 1. Scope of Work

- 1.1 The Parties will work together to implement traffic signal and TSP improvements by December 31, 2013. These new improvements will be installed by June 30, 2013.
- 1.2 Installation of 72-fiber trunk cable along Ambaum Boulevard with termination at signal cabinets for the seven intersections identified in Subsection 1.4 of this LOU, except the intersection at 16<sup>th</sup> Av SW & SW 116<sup>th</sup> St which will be part of the fiber network installed by the 16<sup>th</sup> Av SW ITS Project. Backhaul communication to King Street Center for the seven intersections will be obtained via F Line RapidRide fiber communication at SW 153<sup>rd</sup> St and 4<sup>th</sup> Avenue SW and backhaul for 16<sup>th</sup> Av SW & SW 116<sup>th</sup> St will be part of the C Line RapidRide fiber communications.
- 1.3 The signal and TSP improvements will be implemented at eight (8) intersections and will involve upgrading the existing signal controllers to Econolite ASC3 controllers and upgrading signal cabinets to double-door P-type with the upper portion dedicated to transit ITS equipment.
- 1.4 The eight intersections that will be improved (unless agreed upon and modified and documented in writing by both Parties) are:
  - a. 16th Av SW & SW 116th St\*
  - b. Ambaum Blvd SW & SW 128th St
  - c. Ambaum Blvd SW & SW 136th St
  - d. Ambaum Blvd SW & SW 144th St
  - e. Ambaum Blvd SW & SW 146th St
  - f. Ambaum Blvd SW & SW 148th St
  - g. SW 148th St & 4th Av SW
  - h. SW 148th St & Burien TC Signal
- 1.5 The Parties will jointly develop and implement signal phasing and timing strategies to accommodate TSP timing to reduce delays for Route 120 buses.
- 1.6 The County or its consultant will prepare both preliminary and final design plan for the improvements of all intersections. The County will pay for the cost for the design plan.
- 1.7 The County or its consultant will develop a signal timing plan to include TSP timing for this project under a separate effort.
- 1.8 The County will purchase and install signal controllers and signal cabinets with all associated TSP equipment for the signal cabinets.
- 1.9 The City will provide in-kind services to review the County's plan or will request Road Services to review the County's design plan and signal timing plan. No money exchange is required between the City and the County to complete the project. The County will compensate King County Roads for this effort.

## Letter of Understanding

### 2. City of Burien Actions and Responsibilities

- 2.1 The City will designate Roads Services at no cost to the City to coordinate review of the design plans and TSP timings plans among affected City work groups and will facilitate the permitting process for the signal improvements being installed.
- 2.2 When requested, the City or its designee will provide the County or its consultant with the following items:
  - As-built signal plans showing conduit pathways, signal equipment, cabinet locations, etc.;
  - Access to cabinets, junction boxes, or poles; and
  - Signal timing plans and/or access to upload signal controller data.
- 2.3 The City or its designee will submit its review comments in writing to the County in a timely fashion, no later than ten (10) working days after receipt of design drawing sets.
- 2.4 The City or its designee will identify its requirements for review of construction documents and inspection of construction work.
- 2.5 The City or its designee will provide access to signal cabinets in order for construction crews to install the designed signal improvements agreed upon by the Parties.
- 2.6 The City or its designee will conduct any necessary testing and review of signal controller operations prior to implementing the updated signal and TSP operations in the field.
- 2.7 The City or its designee will provide the County any street use permits, licenses, easements and approvals necessary to perform the constructions.

### 3. King County Metro Actions and Responsibilities

- 3.1 The County will hire a consultant to complete the preliminary and final design for the proposed improvements.
- 3.2 The County will pay for an on-call construction contractor or, when requested by the City, Road Services will review the design plan and inspect and construct the signal and signage improvements, including any necessary traffic control.
- 3.3 The County or its contractor will purchase all new equipment to be installed within the agreed upon scope of work in this LOU, conforming to the City specifications and recommendations for equipment, and their respective TSP data keys mentioned above.
- 3.4 The County will provide the City or its designee with the opportunity to inspect the work as necessary to meet the City requirements.
- 3.5 The County will compensate King County Roads to review design plan and support the project on behalf of the City.

**Letter of Understanding**

4. Ownership and Maintenance of the Improvements

4.1 Route 120 ITS improvements to the existing City-owned conduit, junction boxes, and traffic signal control equipment shall become the property of the City upon completion and final acceptance of the improvements.

4.2 Route 120 ITS equipment installed in the upper portion of the double-door P-type cabinet and wireless access points shall remain the property of the County upon completion and final acceptance of the improvements.

4.3 Upon completion and final acceptance of the improvements, seventy-two strands of fiber optic installed using the City conduits shall become the property of the County. With the exception of twelve (12) strands of fiber designated for the City's exclusive use, the County shall own and maintain all the fiber optic strands and cable. The City shall continue to own and maintain the fiber conduit.

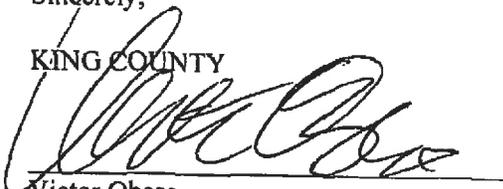
5. Financing

The County will pay for work performed by Road Services in support of the project management, design review, field investigation, construction and acceptance of the Route 120 improvements. The County will arrange with Road Services to bill the project directly for this work. No money transfer is required between the County and City for this project.

We appreciate the cooperative efforts of the City staff in working with us to install these traffic signal and transit improvements for the Route 120. Please indicate the City's acceptance of the terms of this LOU by signing and dating as provided below. If you have any questions, please contact Irin Limargo, 206-263-6305.

Sincerely,

KING COUNTY



Victor Obeso  
Manager of Service Development Section  
King County Metro Transit Division

Date: 2/22/13

Accepted:

CITY OF BURIEN



Maiya I. Andrews, P.E.  
Director of Public Works  
City of Burien

Date: 2-13-2013

cc:

Brian Victor, Capital Project Management Engineer, City of Burien  
Irin Limargo, Supervisor, Transit Systems and Traffic Engineering, Service Development, Metro Transit Division, DOT  
Mike Boonsripisal, Engineer III, Transit Systems and Traffic Engineering, Service Development, Metro Transit Division, DOT  
Aileen McManus, Senior Engineer, King County Roads Division, DOT

**Letter of Understanding**

**Attachment A**

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A copy of An Interlocal Agreement Between King County and the City of Burien, dated May 21, 1993.

Contract # 0043

**An Interlocal Agreement Between  
King County and the City Of Burien  
For Provision Of Roads Maintenance Services**

This agreement is made and entered into this day by and between the City of Burien, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Burien have voted to become an incorporated city, and

WHEREAS, the Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide roads maintenance services to the City at the preincorporation level for sixty days from the official date of the incorporation, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents after those sixty days have passed, and

WHEREAS, the City will not have the organization and personnel to provide such services for some period of time after incorporation, and

WHEREAS, the County is able to provide such roads and traffic services for the City, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

**I. TRANSITION PERIOD**

- A. The County agrees to provide road and traffic maintenance services to the City at the preincorporation level as required by RCW 35.02.220.
- B. Such services will continue for sixty days from the official date of incorporation or until forty percent of the anticipated annual tax distribution from the road district tax levy is made to the newly incorporated city, whichever is shorter.
- C. The City agrees that any change in service level will be initiated after the sixty-day period has expired in accordance with the procedures outlined in Section II of this agreement.
- D. The County and City shall each designate a liaison to coordinate service requests and other administrative tasks during the transition period.

- E. The County and City liaisons shall outline and agree to a standard procedure for coordination of activities during the transition period.

## II. POST-TRANSITION ROADS SERVICES

### A. Base Level Services

1. The County will provide roadway and traffic maintenance services, as identified in Exhibit 1, within the City limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, Chapters 3 and 6.
2. Within the constraints of the base level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, wherever practicable, alter the work program as necessary.
3. Any changes in the program itself, such as service level increases or decreases, which would change the established budget commitment for labor, equipment and materials shall be discussed and agreed upon in writing.

### B. Discretionary Services

1. At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual written agreement of the County Road Engineer and City Manager. The amendment shall be appended to this agreement.
2. Other discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

### C. County and City Coordination

1. The County will identify specific liaisons for both roadway and traffic maintenance services to handle day-to-day

- operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes.
2. Emergency work to protect public safety and/or property will be handled as the County liaison deems necessary. Emergency work may include, but is not limited to, snow and ice control, slide removal, flood damage to roads and road rights-of-way. The City liaison will be informed within twelve hours of the occurrence.
  3. The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.
  4. Citizen inquiries shall be handled pursuant to the administratively adopted King County Citizen Action Request (CAR) process.

**D. Personnel and Equipment**

1. The County is acting hereunder as an independent contractor so that:
  - a. Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
  - b. Except as described in D.2. below, all persons rendering service hereunder shall be for all purposes employees of the County.
2. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of roadway and traffic services herein described.
3. In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

**E. Compensation**

1. **Costs.** In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits) and administrative overhead costs.
2. **Billing.** The costs of services, both basic and discretionary, will be billed monthly. The monthly bill will reflect actual costs plus the annual administrative overhead rate, which is 27 percent for 1993.

Utility inspection cost of services monthly billing will be sent directly to the appropriate utility company with a copy of the billing sent to the City for information purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County utility inspection unit.

Payments are due within 30 days of invoicing by the County.

3. **Extraordinary Costs.** the City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

**F. City Responsibilities**

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

1. Confer hereby the authority on the County to perform the roads and traffic maintenance services within the City limits for the purposes of carrying out this agreement.
2. Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.

3. The City agrees that when the County provides engineering and administrative services for the City, the County Road Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
4. The City will adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this agreement; for example, road standards, speed limits and parking regulations.

**G. Duration**

This agreement is effective upon signature by both parties. The agreement shall renew automatically from year to year unless either party provides preliminary written notice by April 1, and final notice by June 1 of its intent to terminate or substantially change the agreement effective January 1 of the next calendar year. Both parties agree to work together to produce a transition plan to provide an orderly transition of selected responsibilities from the County to the City.

**H. Indemnification**

1. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents and employees or jointly against the City and the County and their

respective officers, agents, and employees the County shall satisfy the same.

3. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

4. The parties acknowledge that there are issues still under discussion by the City and the County in the implementation of this contract, and therefore agree to work cooperatively together to discuss and negotiate and resolve outstanding issues of liability and indemnification for roads maintenance services.

**I. Non-discrimination**

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.

**J. Audits and Inspections**

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or the City during the term of this contract and three (3) years after termination.

**K. Amendments**

The Agreement may be amended at any time by mutual written agreement of the parties.

L. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

M. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Roads Division and the Office of Financial Management. The County and City liaisons will meet at least quarterly, with either party authorized to call additional meetings with ten days written notice to the other.

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the King County Director of Public Works for settlement.

N. Invalid Provisions

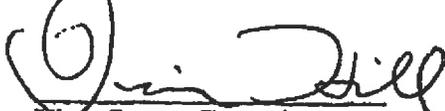
If any provision of this agreement shall be held invalid, the remainder of the agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

O. Termination

This agreement may be terminated by either party without cause upon sixty (60) days written notice.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

  
King County Executive

5/21/93  
(Date)

Approved as to Form

  
King County Prosecuting  
Attorney

5-2-93  
(Date)

CITY OF BURIEN

  
City Manager

4-30-93  
(Date)

Approved as to Form

  
City Attorney

4/29/93  
(Date)

## Exhibit 1

1. **Base Level Services** King County will provide roadway and traffic maintenance services within the city limits of Burien at the levels described in Section 1 of the agreement as follows:
2. **Roadway Maintenance**
  - 2.1 **Traveled Way/Roadway Surface:** Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
  - 2.2 **Shoulders:** Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
  - 2.3 **Drainage:** Installation of drainage pipe, curb, catch basins, culvert headers/trash racks; hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
  - 2.4 **Structures:** Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls; bridge tending, rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
  - 2.5 **Traffic and Pedestrian Facilities:** Concrete sidewalk installation; sidewalk/walkway repair, hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control barricades.
  - 2.6 **Roadside:** Landscape restoration; slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.

### **3. Traffic Maintenance**

- 3.1 Sign Maintenance: Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.**
- 3.2 Crosswalks: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.**
- 3.3 Stop Bars: Refurbishing with thermoplastics and temporary tape, and removal when appropriate.**
- 3.4 Arrows/Legends: Remarking worn arrows, removing when appropriate.**
- 3.5 Curb Painting: Maintenance of curbing, islands, and parking stalls.**
- 3.6 Buttons: Removal and replacement of buttons or rumble bars.**
- 3.7 Stripping: Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.**
- 3.8 Street lights: Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.**
- 3.9 Utility locating: Locating underground traffic facilities for utilities or other digging operations.**
- 3.10 Signal Maintenance: Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.**
- 3.11 Flasher/crosswalk preventative maintenance: Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.**

## **Exhibit 2**

### **Discretionary Services**

**King County will provide the following roads discretionary services within the city limits of Burien at the same level, degree and type as is customarily provided by the County in the unincorporated areas:**

- **Inspection of construction by utility companies to ensure that road restoration is done to County/City standards;**
- **Continuously update the approximately 13 engineering maps within the City boundaries to reflect new roadways and plats;**
- **Maintain and update road log inventory;**
- **Add to the County's 1992 overlay contract the candidates for roadway overlay identified by the County within the City limits as an alternate list. The final decision concerning the award of this alternate will be made by the City upon bid award; and**
- **Update and maintain the Pavement Management System (PMS) for streets within the City limits.**

## **Exhibit 3**

### **Discretionary Services Request Process**

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service. If discretionary, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "authorization for County to proceed" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the Discretionary Request is filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached).
7. The County Road Engineer reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section who will accomplish the work.
8. If the cost estimate is over \$500, Form B is faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the Discretionary Service Request forms.
12. The County liaison maintains a tracking system of the Discretionary Service Requests and provides the City with an updated copy at least quarterly.

**REQUEST AND APPROVAL FOR DISCRETIONARY  
ROAD MAINTENANCE SERVICE - BURIEN**

**FORM A**

**Request Number:**

**Date:**

**Nature of Request:**

**Location:**

**Requestor Name:**

**Address:**

**Telephone:**

**Authorization for Request of Discretionary Service:**

\_\_\_\_\_  
Burien Authorized Signature \_\_\_\_\_  
Date

**FORM B**

**Date:** \_\_\_\_\_ **Project/Work Order Number:** \_\_\_\_\_

**Recommended Action:**

**Cost Estimate:**

**Proposed Schedule:**

**Authorization to Proceed:**

\_\_\_\_\_  
County Road Engineer \_\_\_\_\_  
Date

\_\_\_\_\_  
Burien Authorized Signature \_\_\_\_\_  
Date

# CITY OF BURIEN

WASHINGTON

RESOLUTION NO. 92-020

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF BURIEN, WASHINGTON, AUTHORIZING THE CITY  
MANAGER TO EXECUTE CONTRACTS FOR  
CONSULTING AND OTHER SERVICES**

WHEREAS, the newly incorporated City of Burien has informed King County of its intent formally to incorporate on February 28, 1993, and

WHEREAS, a tremendous amount of work remains to be completed prior to the official date of incorporation, and

WHEREAS, the immediate retention of certain consultants and other service providers by contract is necessary to ensure that all required work will be completed prior to the official date of incorporation,

NOW; THEREFORE, THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1.            Authorization of City Manager. The City Manager is authorized to execute contracts, in amounts not to exceed \$5,000, with consultants and other certain service providers necessary to secure services in appropriate areas. In addition, the City Manager is authorized to execute contracts with the following providers: (a) Fund Planning Services, in the person of Michael Mulcahy for financial planning assistance, in an amount not to exceed \$9,350 plus actual document printing costs, and (b) Bucher, Willis and Ratliff, in the person of Frederick Stouder for planning and zoning assistance, in an amount not to exceed \$28,000 plus actual base mapping costs in an amount not to exceed \$8,000.

PASSED BY THE CITY COUNCIL OF THE CITY OF BURIEN, WASHINGTON,  
AT A REGULAR MEETING THEREOF THIS 21<sup>ST</sup> DAY OF DECEMBER, 1992.

CITY OF BURIEN

Arun Jhaveri  
ARUN JHAVERI, MAYOR

ATTEST/AUTHENTICATED:

Jane E. Cantu  
Acting City Clerk

Approved as to form:

Michael Kenyon  
MICHAEL KENYON, City Attorney

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL: 12/21/92  
RESOLUTION NO. 92-080

Contracts  
# 0043

# ***Contract Services***

## ***City of Burien***

**Roads Division**  
**King County Department of Public Works**

**Addendum**

## TRAFFIC AND PLANNING

### DESCRIPTION OF SERVICES

The Traffic and Planning Section is responsible for planning, designing, installing and maintaining traffic signals, traffic signs, and pavement markings. It also administers a Roadside Safety Program, regulates speed limits (including holding public hearings on proposed changes to existing speed limits), provides signage for school, hospital and other special zones, obtains traffic counts at intersections for use in determining road improvements, maintains computerized accident location information, determines no parking zones, installs and maintains street lighting along qualified arterials and intersections, maintains a computerized traffic sign inventory, and provides environmental review of developer and other agency projects (including determination of mitigation for traffic impacts). Traffic also operates a modern signal laboratory to support its maintenance function and a sign manufacturing facility.

Traffic engineering and traffic safety are governed by the Manual of Uniform Traffic Control Devices. Authority is granted by the Model Traffic Ordinance (MTO) which is adopted by each individual jurisdiction. The City should consider adopting an MTO for its own jurisdiction.

### AREA SPECIFIC HIGHLIGHTS - BURIEN

The County currently maintains 2,349 traffic signs and 560 pavement markings in Burien. Pavement markings include crosswalks, arrows, legends and stopbars at intersections. The County stripes an average of 100 miles of roads in Burien each year. The County also maintains 35 signals and flashers within the city boundaries. The County proposes to continue to provide these services for the City as part of the basic services package.

Since the City of Burien will have a population of more than 15,000, it may be responsible for maintenance of State signals within its boundaries. King County currently maintains signals at the SR 518/SR 509 ramp and at S. 128th Avenue South and SR 509. These signals could continue to be maintained by the County for the City as a discretionary service.

The installation of new signs, signal revisions and other major maintenance services could be part of a discretionary services package. The County proposes that these services be provided at the same rate as have historically been provided in the area, with the locations selected by the City. The estimated cost of major traffic maintenance activities in Burien is \$10,000.

The County could also provide technical assistance to the City in the area of environmental review and developer mitigation as part of the discretionary services package.

The Highline School District participates in the County's School Walkway Program. Each year, all school districts in unincorporated King County are invited to submit a list of locations where paved walkways in the vicinity of schools are needed. These locations are prioritized countywide and approximately \$750,000 is budgeted for these types of projects in the Capital Improvement Program. The City will probably want to develop a similar program for the schools within its boundaries.

**COST INFORMATION**

The county is prepared to provide to the City of Burien as a basic service the current level of service for sign and pavement marking and signal maintenance for facilities currently under King County jurisdiction.

	<b>Annual Average Cost Per Activity (estimated)*</b>
<b>Signs and Pavement Marking Maintenance</b>	<b>\$ 80,712</b>
<b>Signal Maintenance</b>	<b>162,530</b>

# TRANSPORTATION PLANNING

## DESCRIPTION OF SERVICES

King County's transportation planning process consists of three different levels: comprehensive planning, community planning and functional planning. Transportation planning at each of these levels varies from regional to project level. Although King County's transportation planning focuses on unincorporated areas, work with other governments including suburban cities, the State, and Metro is very important. King County plans for a multi-modal transportation system which includes arterials/highways, transit, high occupancy vehicles, and pedestrian/bicycle/equestrian facilities.

The King County Transportation Plan (KCTP), based on forecast population and employment figures and individual community plan land use policies, has been adopted by the County Council. A prioritized list of needed projects is an integral part of the Plan. Both the Plan and project list will be updated on an ongoing basis as conditions change. It will guide King County's transportation decisions/actions and serve as the basis for development of the six-year capital improvement program. Close coordination with suburban cities, METRO and PSRC are a vital part of this effort. Various implementation tools have been developed as part of the KCTP such as a priority process, an arterial classification process, road adequacy standards, and financing strategies.

Transportation elements of individual community plans are prepared by this Section in conjunction with the Parks, Planning and Resources Department's Community Planning Section. Community plans include transportation recommendations, zoning conditions, and area-wide circulation guides.

A transportation model has been developed to analyze the impacts of development on the transportation system. It is the basis for conditioning development to mitigate its impacts on the system as a part of a the Mitigation Payment System (MPS) described in the Roads Services Summary section.

The RoadShare Program focuses on non-motorized transportation, incorporating bicycle, pedestrian and equestrian planning into development of the transportation system. The program also has an element for safety education.

## AREA SPECIFIC HIGHLIGHTS - BURLEN

As part of the KCTP, the County has developed a priority process for evaluating the list of needed projects. The County, through a contract for discretionary services, could assist the City in developing a similar process to assist in planning the City's capital program.

Transportation models for the entire Burien area could also be developed as a discretionary service and turned over to the City for its future use in travel forecasting and project evaluation. Another option would be to establish a working relationship with a City consultant to produce the same product.

## COST INFORMATION

It is estimated that development of a transportation model would take a Transportation Planner II three months and the technical assistance for other services two months. The cost for such services is estimated at \$20,000. Transportation Planning costs are all discretionary services and are not included in basic service estimates.

## ENGINEERING SERVICES

### DESCRIPTION OF SERVICES

Implementation of the County's six-year Capital Improvement Program (CIP) is accomplished by this section. This includes the planning and design of county roads, including preliminary engineering, environmental assessment, coordination of right-of-way purchases, public involvement, writing of specifications, advertising for bids, and holding pre-construction conferences. Special services in support of the CIP include a soils and materials laboratory and survey personnel. As construction proceeds, inspection of contractor work to ensure that it complies with county road standards and the specific project plans is undertaken. A part of each project also includes coordination with utility companies to identify possible construction, reconstruction or replacement of facilities by the utilities which could be done concurrently.

Other activities within this section include development and updating of road design standards; review of variance requests; design and inspection of bridges; processing road vacations and road improvement districts; verification of legal descriptions for annexations, incorporations and other official documents; updating maps to include new plats and roads; maintenance of a road log inventory; and retention of maps, plat maps, profile maps, engineering records and historical information.

### AREA SPECIFIC HIGHLIGHTS - BURIEN

There are several CIP projects in progress in the Burien area for which appropriate transition processes will need to be discussed. With the approval of the City of Burien, King County will complete certain projects while deferring to the City the decision of future action on other projects. The proposed CIP program for Burien is described in Attachment A.

There are several services currently provided by this Section which could be contracted for as a discretionary services package. They include:

- The County currently updates approximately 13 engineering section maps within the city boundaries to reflect new roadways and plats.
- There is one road vacation currently being processed, which may not be completed by the time the incorporation becomes official and may require action by the City Council. The City could contract with the County to do research and to recommend action on new road vacations, or to provide technical assistance to City personnel.
- The formation of LIDs, similar to RIDs formed by the County, is a lengthy and complicated process. Technical assistance could be provided to the City for this type of activity.
- The Soils and Materials Laboratory could provide soils testing; stability, content of asphalt, soundness of aggregate testing; compressive strength testing, compaction testing of asphalt concrete pavement during construction (on site); soil and aggregate density testing (on site); and pavement roughness testing.
- The Survey section performs property line location, construction and geodetic surveys as well as large topographic, hydrographic and global positional satellite surveys. All instrumental and data collectors are electronic. All mapping is computerized.

**COST INFORMATION**

Typical costs for engineers in specified fields pertinent to the services shown above include:

RID/LID Engineer	\$54/hour
Bridge Inspector	\$52/hour
Cartographer	\$42/hour
Road Vacation/ Legal Description Expert	\$47/hour

Typical charges for soils and materials lab testing include:

Compaction testing of asphalt	\$40/hour
Pavement roughness testing	\$75/hour
Basic labor charge for lab tests	\$32/hour

Typical charges for the services of a survey crew range from:

\$745 per day for a 2-member crew to  
\$1,304 per day for a 4-member crew.

**ROADS CAPITAL IMPROVEMENT PROGRAM (CIP)  
Burien Incorporation**

**Projects in Design Phase\***

<b>Project No.</b>	<b>Project Name</b>	<b>Life to Date Budget</b>	<b>Expenditures as of 8/20/92</b>	<b>Balance Available</b>	<b>Potential Savings</b>
300191	South 152nd (1st Avenue South to Des Moines Way)	\$296,002	\$17,192	\$278,810	\$278,810
300791	4th Avenue SW (SW 128th to SW 136th)	\$349,644	\$171,400	\$178,244**	
301092	8th Avenue SW (SW 160th to SW 163rd)	\$42,514	\$11,562	\$30,952	\$30,952
301491	4th Avenue SW (SW 152nd Street to SW 160th Street)	\$347,520	\$109,153	\$238,367	\$238,367
302091	1st Avenue South at South 128th	\$528,766	\$45,447	\$483,319	\$483,319
	<b>TOTAL:</b>	<b>\$1,564,446</b>	<b>\$354,754</b>	<b>\$1,209,692</b>	<b>\$1,031,448</b>

\* These costs are based on information available as of September 4, 1992

\*\* Includes grant funding

## ROADS MAINTENANCE

### DESCRIPTION OF SERVICES

The service level of roads maintenance services is largely a function of the amount of funding allocated to the provision of these services through the annual budget process. The County's approach has been generally to define a standard service level that we can work toward countywide.

In King County, maintenance services are defined within a Maintenance Management Program, which provides a means to plan annual work quantities and the labor, equipment and materials necessary based on the size and condition of the road network being maintained and the County's service goals. It also assists in evaluation and modification of work methods and performance standards. The County also uses a Pavement Management System (PMS) which projects overlay and seal coat needs based on an inventory of roadway surfaces and their conditions.

County basic road maintenance services include pavement and shoulder maintenance, such as repairing gravel and/or paved roadways and shoulders, and resurfacing roadways on a systematic basis; drainage, such as cleaning and repair of drainage facilities and construction of new drainage facilities; landscaping, which includes slope, shoulder and median mowing, litter control, and street tree pruning and/or replacement; maintenance of bridges, guardrails and retaining walls; inspection of construction by utility companies to ensure that road restoration is done to County standards; and emergency response, such as snow and ice removal, flood and windstorm repair, truck spills and hazardous materials cleanup.

### AREA SPECIFIC HIGHLIGHTS - BURIEN

There are approximately 103 miles of county roadway in what will become the City of Burien. As part of a basic contract for roads services, the County is prepared to provide its current level of service on these roadways in three areas: routine maintenance, such as those activities related to the travelled roadway surface, shoulders, drainage, structures, traffic and pedestrian facilities and roadside maintenance; major maintenance, such as construction or reconstruction of the road system performed by county forces; and special services relating to specific, one-time solutions to individual problems. The basic services contract for maintenance would also include a projected cost to cover snow and ice events.

The cost estimates for basic roads maintenance services are for twelve months; if the City decides to contract with the County for these services in 1993, these costs will be prorated to reflect the actual number of months of service.

In the category of routine maintenance, the estimate of activities for 1993 includes 26 shoulder miles of shoulder grading, 70,747 lineal feet of shoulder restoration, and 15,451 lineal feet of ditch cleaning. Also included are 30 pass miles of shoulder and slope mowing (due to varying widths of shoulders, some roadways require more "passes" than others), 37,217 square yards of hand mowing, and 120 square yards of landscape maintenance. It is also estimated that 9,576 pounds of litter will be collected from the road rights of way, and that 434 lane miles of roadway will require snow plowing or sanding in 1993.

A contract for basic services would also include special maintenance services, which would provide for responding to individual problems such as pothole patching and drainage repair, and major maintenance, which is construction or reconstruction of the road system by county forces.

Among discretionary services that could be made available to the City would be inclusion in the County's annual resurfacing program. Several cities in King County participate in this program to take advantage of the significant unit cost savings associated with this large-scale contract. Approximately 11 lane miles of roadway in Burien have been identified as needing resurfacing; any or all of these roadways could be included in the program.

Activities related to flood emergencies, such as mud slide removal, could also be included in a discretionary services contract. Due to the unpredictability of flood events, there is no cost estimate for this type of activity.

State facilities within the City limits will become the responsibility of Burien at the time incorporation becomes effective. The County would be willing to consider providing maintenance for the State roadways; however, since the County has no definitive knowledge about the specifics of these facilities, it may be in the City's best interest to contract with WSDOT for this service.

### COST INFORMATION

The total estimate of roads basic maintenance activities in the Burien area totals approximately \$491,500. A detailed list of examples of the types of services and costs are shown on Attachment A.

Some examples of estimated costs for road maintenance services in Burien are:

Shoulder maintenance	\$ 58,145
Drainage	139,478
Road Surface Maintenance	92,296
Litter control	5,440
Snow plowing and sanding	32,940

In addition, the City could contract with the County, as a part of a discretionary services package, to resurface roads within the City. The approximate cost of this service is \$25,000 per lane mile. Attachment C depicts the roads currently identified as candidates for resurfacing in 1993. If all the roads listed were resurfaced, the cost would be \$379,600.

Inspection of facilities constructed in the road right-of-way by utility companies could also be provided as a discretionary service at \$94 per hour, with a one-hour minimum.

Attachment A  
Maintenance

**EXAMPLES OF BASIC ROADS MAINTENANCE SERVICES  
PROPOSED FOR 1993 IN BURIEN**

Major Maintenance

Travelled Roadway Surface	\$12,868
Shoulders	6,566
Drainage**	34,736
Structures (walls, guardrails, fencing, etc)	6,813
Sidewalks and Landscape Restoration	611

Routine Maintenance

Travelled Roadway Surface	\$78,428
Shoulders	51,579
Drainage**	104,742
Structures (walls, guardrails, fencing, etc)	7,333
Traffic and Pedestrian Service	28,785
Snow Plowing/Sanding	32,940
Roadside (weed control, landscape maintenance, litter, slide removal, etc)	55,151
General (complaint investigation, management, safety/training, road patrol, etc)	58,588

(Cost estimate for all basic maintenance activities is \$734,742)

Proposed Overlay Program  
(approximately 11 lane miles) \$379,600

See Attachment B for detailed information on routine and major maintenance and Attachment C for the proposed overlay program.

\*\* Includes drainage engineering