

City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: WSDOT

Project Name/Description: Agreement #GCB 2342 – Reimbursement for Appraisal, Negotiation, Acquisition, & Transfers of ROW for SR-518 EB Off-Ramp Project

Contract Amount: \$77,250

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

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

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

If budgeted, list Fund/Dept.: Transportation/PLD

Page # in Budget: 4-29

Budget line item amount: \$1,515,000

BARS Account Number: 318-05-595-30

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: [Signature] Date: 2/4/16

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval [Signature] Date: 2/9/16

Legal Dept. Directions/Review: _____ Date: 2/10/2016

- Review insurance N/A
- Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: [Signature] Date: 2-11-16

- Review contract budget/administrative review.

City Manager Review if over \$25,000: _____ Date: 2/12/16

- Return Contract Package to Finance Dept.

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.
- Provide contract number to Contract Manager.
- Provide Contract Package to Scanner.

<u>Contract File Checklist:</u>	
<input checked="" type="checkbox"/> W-9 Taxpayer ID Form	<u>N/A</u>
<input checked="" type="checkbox"/> Burien Business License #	<u>N/A</u>
<input checked="" type="checkbox"/> Insurance Certificate	<u>N/A</u>
<input type="checkbox"/> Bids, if applicable	<input checked="" type="checkbox"/> <u>N/A</u>
<input checked="" type="checkbox"/> Contract Fully Signed	



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Northwest Region
15700 Dayton Avenue North
P.O. Box 330310
Seattle, WA 98133-9710
206-440-4000
TTY: 1-800-833-6388
www.wsdot.wa.gov

RECEIVED

January 27, 2016

JAN 28 2016

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

CITY OF BURIEN
PUBLIC WORKS

Subject: GCB 2342, SR 518/EB Off-Ramp to Des Moines Memorial Drive

Dear Ms. Andrews:

Enclosed are two originals of GCB 2342, SR 518/EB Off-Ramp to Des Moines Memorial Drive.

Please sign both copies of agreement and return one original to:

Dawn Erdman
Washington State Department of Transportation
15700 Dayton Ave North, NB82-240
P.O. Box 330310
Seattle, WA 98133

Your agreement will not be valid until signed by all parties and processed into our system.

If you have any questions, or require additional information, please contact Ramin Pazooki, our Local Agency and Development Services Manager at 206-440-4710, or via e-mail at pazookr@wsdot.wa.gov.

Sincerely,

Ramin Pazooki,
Local Agency and Developer Services Manager

RP:de

Attachments:as noted



<p>State Participating Agreement</p> <p>Work by Local Agency Actual Cost</p>	<p>Organization and Address</p> <p>City of Burien Public Works 400 SW 152nd Street, Suite 300 Burien, WA 98166-2209</p>	
	<p>Section / Location</p> <p>SR 518/Des Moines Memorial Drive</p>	
<p>Agreement Number</p> <p style="text-align: center;">GCB 2342</p>		<p>Description of Work</p> <p>For the City of Burien to Appraise, Negotiate, Acquire and Convey to WSDOT necessary right of way for the following project: SR 518 EB Off-Ramp to Des Moines Memorial Drive.</p>
<p>State Route Number</p> <p style="text-align: center;">518</p>	<p>Control Section Number</p> <p style="text-align: center;">174210</p>	
<p>Region</p> <p style="text-align: center;">Northwest Region</p>		

This AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the LOCAL AGENCY is planning the construction of a project as shown above, and in connection therewith, the STATE has requested that the LOCAL AGENCY perform certain work as herein described, and

WHEREAS, it is deemed to be in the best interest for the STATE to include specific items of work in the LOCAL AGENCY's construction contract proposed for the above-noted project, and

WHEREAS, the STATE is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and 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:

**I
GENERAL**

The LOCAL AGENCY, as agent acting for and on behalf of the STATE, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the LOCAL AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The LOCAL AGENCY will incorporate the plans and specifications into the LOCAL AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY agrees to submit plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT, to the STATE for approval prior to advertising the project.

The STATE may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the STATE. All contact between said inspector and the LOCAL AGENCY's contractor shall be through the LOCAL AGENCY's representative.

The STATE agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance 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.

II PAYMENT

The STATE, in consideration of the faithful performance of the work to be done by the LOCAL AGENCY, agrees to reimburse the LOCAL AGENCY for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the LOCAL AGENCY at the STATE's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the LOCAL AGENCY, to cover costs incurred. These payments are not to 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 audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the LOCAL AGENCY has completed the work.

III DELETION OF WORK

In the event the estimate of cost, Exhibit "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of cost by more than 15 percent, the STATE shall have the option of directing the LOCAL AGENCY to delete all or a portion of the work covered by this AGREEMENT from the LOCAL AGENCY's contract. Except, that this provision shall be null and void if the STATE's portion of the work exceeds 20 percent of the actual total contract bid price.

The STATE shall have five (5) working days from the date of written notification to inform the LOCAL AGENCY to delete the work. Should the STATE exercise its option to delete work, the STATE agrees, upon billing by the LOCAL AGENCY, to reimburse the LOCAL AGENCY for preliminary engineering costs incurred by the LOCAL AGENCY to include the work covered by this AGREEMENT in the LOCAL AGENCY's contract.

IV EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by supplemental AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the STATE prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the STATE.

V RIGHT OF ENTRY

Upon completion of the work outlined herein, all future operation and maintenance of the STATE's facilities shall be at the sole cost of the STATE and without expense to the LOCAL AGENCY.

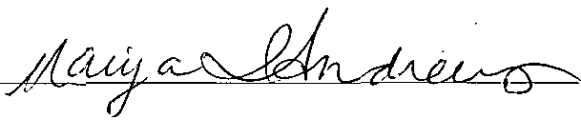
VI LEGAL RELATIONS

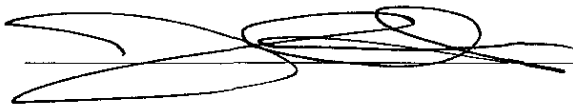
No liability shall attach to the LOCAL AGENCY or the STATE by reason of entering into this agreement except as expressly provided herein.

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

LOCAL AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By 

By 

Name Maiya Andrews

Name John H. White

Title Public Works Director

Title Assistant Regional Administrator - SnoKing

Date 2/18/16

Date 1/27/16

SR 518 Eastbound Off Ramp	
ROW Phase Estimate	
Title Report	\$750.00
Appraiser	\$6,000.00
Negotiator	\$10,000.00
Parcel 1 + 10%	\$60,500.00
WSDOT Review	\$2,000.00
Phase Total	\$79,250.00
WSDOT Review	-\$2,000.00
Revised Total	<u>\$77,250.00</u>