

**AFTER RECORDING RETURN DOCUMENT TO:**

City of Tacoma  
Public Works Department  
Real Property Services  
747 Market Street, Room 737  
Tacoma, WA 98402-3701

**COPY**

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**Document Title: INTERLOCAL AGREEMENT, AMENDMENT NO. 1**

**Reference No: 200801310751**

**Grantor: CITY OF TACOMA, a municipal corporation of the State of Washington**

**Grantee: PORT OF TACOMA, a municipal corporation of the State of Washington**

**Purpose: LINCOLN AVENUE GRADE SEPARATION PROJECT**

**For: Construction Management Services for a City Right of Way Project**

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**Interlocal Agreement  
Between the City of Tacoma and the Port of Tacoma**

**Amendment No. 1  
Construction Management Services  
Lincoln Avenue Loop Improvements**

THIS AMENDMENT NO. 1 to the Lincoln Avenue Grade Separation Project Interlocal Agreement between the City of Tacoma and Port of Tacoma dated January 10th, 2008, for Construction Management Services is made and entered into this 6TH day of August, 2008. Reference is made to **Article V, Construction** of the executed Interlocal Agreement, recorded under Auditors file number 200801310751.

The parties have defined the scope, schedule and budget associated with these services herein. All other terms of the Lincoln Avenue Grade Separation Project Interlocal Agreement are incorporated by this reference and shall remain in full force and effect.

A97 A1

## **I. General Scope of Agreement**

- A. This Agreement is intended to memorialize the Parties' rights, responsibilities and obligations with respect to Project Construction (Art. V). The Port of Tacoma (PORT) will enter into contractual agreement with the Contractor and pay all costs associated with the contract. The City of Tacoma (CITY) will provide all services, labor, and related equipment (i.e. phones, vehicles, computers, copier, etc.) necessary to provide for the Construction Management as described in this Amendment.
- B. The CITY is to perform the construction management of the Contractor's work to ensure the construction and installation of all materials for the Lincoln Avenue Grade Separation (LAGS) contract are provided in accordance with the Contract Plans and Specifications as prepared by the PORT and its Design Consultant, Berger/ABAM Engineers, Inc. (ABAM) in compliance with Section 1.06 of the original Interlocal Agreement.
- C. The CITY is to provide the services to ensure that all project materials and documentation is provided and maintained in accordance with the requirements of The PORT's Agreement with the Federal Highway Administration and Washington State Department of Transportation Local Agency Program.
- D. The CITY is to provide the testing and inspection of materials to be incorporated into the LAGS contract in accordance with the requirements of the construction contract documents if they can be accomplished with CITY resources. All other testing and inspection services will be provided by the PORT.
- E. The PORT will continue to manage the consultant agreement with ABAM throughout construction. The PORT will enter into other necessary agreements for testing and inspection services beyond the scope of the CITY's capability. The CITY will utilize the consultant and testing services as necessary throughout construction.
- F. The PORT will take the lead thru the Advertising and Award Phase with CITY support, at which point the CITY will take the lead throughout the Contract Construction and Close-Out Phases with PORT support. Refer to Exhibit "A", Responsibility Matrix.
- G. The PORT and CITY will provide resources as necessary to accomplish the work. The enclosed Exhibit "B" provides an Organizational Chart anticipated for completion of the project.

- H. The CITY is to provide the Construction Management Services for the following Phases of the Lincoln Ave Grade Separation Project – Lincoln Avenue Loop contract:
- Advertising and Award Phase
  - Contract Construction Phase
  - Contract Close-out Phase

## **II. Scope of Services**

The CITY is to provide the following services as part of the various Phases of the contract.

### **A. Advertising and Award Phase**

1. Review Contract Documents and Bids Proposals for accuracy and completeness; and conformance to requirements of the Washington State Department of Transportation (WSDOT) for Bid Advertisement.
2. Prepare a Record of Materials (ROM) Report for identifying the documentation and testing requirements and frequency of materials to be incorporated as part of the contract to meet with the WSDOT requirements.
3. Assist the PORT in project advertisement.
4. Assist the PORT and ABAM in the receiving and addressing questions by Contractors during the bid advertisement period.
5. Assist in the preparation of addendums responding to questions raised by Contractors.
6. Assist in the scheduling and conducting the Pre-Bid Conference.
7. Assist in the Bid Opening including preparation and processing of an Excel spreadsheet for the Bid Tabulation of all Contractors' Bid Proposals received for the project. This includes the Engineers Cost Estimate; listing all Contractors, all bid items and amounts in the Bid Proposal; and verifying and determining the correctness and accuracy of amounts in the Bid Proposals.
8. Assist in the review and evaluation of the Contractors Bid Proposals for satisfaction and meeting of the contract requirements; assessment of Contractors qualifications; and other requirements for determining and recommending an apparent responsive low bid.

9. Assist in preparing recommendation to award contract. The PORT will issue the Notice of Award letter.
10. Assist in the preparation, execution and transmission of contract documentations, data, reports, required by the WSDOT for the receiving of Federal Highway Agency (FHWA) Funding.

**B. Contract Construction Phase**

1. Set up the project files and documents, office space, report forms, payment forms, etc. for the administration of the construction contract. The City office will be at its own facility for this contract, unless otherwise notified.
2. Prepare a Record of Materials (ROM) Report for identifying the documentation and testing requirements and frequency of materials to be incorporated as part of the contract to meet with the WSDOT requirements.
3. Facilitate the Pre-Construction Meeting including:
  - a. Prepare documents and invite the PORT, ABAM, Contractor, Utility Companies, and required entities and persons and make all arrangements necessary for the Pre-Construction Meeting.
  - b. Prepare the Agenda for the Pre-Construction Meeting.
  - c. Serve as the Meeting Moderator: review the general requirements and processes for the contract; identify the contract relations; identify the key personnel for the PORT, Engineer, the CITY, etc.; identify the Contractor's point of contact; identify shop drawing and other submittal requirements; review the requirements for payment of prevailing wages; review the requirements of the Construction Schedule; the project safety requirements; provide forms to be utilized by Contractor for contract; the process and requirements for making monthly payments; the schedule for making payments; the procedures and requirements for closing out the contract. .
4. Prepare the Notice To Proceed Letter to Contractor, which authorizes the Contractor to commence with the work for the contract, identifies the date for work to commence, and the date when contract is to be completed and all other terms and conditions for the Contractors to proceed with the work for the contract. The PORT will sign and issue on PORT letterhead.
5. Prepare and issue correspondence to the Contractor providing direction, clarification, answering questions, addressing issues (e.g. changes, costs,

schedule, etc.). All correspondence is to be forwarded to the PORT, ABAM and any other persons, parties as designated as part of contract.

6. Receive, log-in, and process all construction submittals and other communication from the Contractor. Distribute submittals to ABAM and /or PORT for their review as necessary. Track submittals routing and responses and return to the Contractor within the time frame specified in the contract documents. Transfer review comments to copies of shop drawing submittals. Return shop drawing submittals to the Contractor. Create and maintain a spread sheet log for shop drawing submittals. Track and ensure that disapproved shop drawings are resubmitted for final approval.
7. Review submittals such as: Request For Approval For Material Sources; Request For the Sublet of Work; Contractor & Sub- Contractor Agreements; Statement of Intent to Pay Prevailing Wages; and other contract forms required.
8. Review of the Contractor's Construction Schedule for the project. Request an updated Construction Schedule from the Contractor as required. Monitor and track the actual work by the Contractor as compared to the approved Construction Schedule.
9. Schedule and facilitate weekly Progress Meetings. Prepare the meeting agenda to included a review of project activities; status of schedule; status of shop drawings; status of correspondences; status of Request for Information (RFI)s; status of Change Order Proposals (COPs); discuss project issues; inform parties of upcoming events; any other matters pertinent to the contract. Prepare and distribute Progress Meeting minutes.
10. Receive, distribute, review and/or assist in the review of RFIs correspondence from the Contractor. Return RFIs to the Contractor with responses. Create and maintain a spread sheet log for RFIs. Track and ensure that RFIs are responded to within the contract time limits.
11. Process and issue correspondence (Change Order Proposals - COPs) for revisions, contract issues, cost changes, additional/deleted work, etc. and any other Changes to the Contract. Prepare or assist in the preparation of Engineer's Cost Estimates for revised work. Review and make determination for Cost Proposals submitted by the Contractor. Review any correspondences from the Contractor with questions / issues regarding the requirements of the contract and make a determination. Inform the PORT and ABAM of all such contract issues. The CITY is to obtain PORT approval for cost changes to the contract. The CITY will create and maintain

a spread sheet log of all COPs, documenting dates, issues; costs submitted and approved, and the Change Order number authorizing the work.

12. Prepare and process Contract Change Orders, which address the reconciled and approved COPs. Distribute and route for required signatures and provide signed and executed copies to the PORT, ABAM, the Contractor and other parties as designated. The PORT has sole authority to approve Change Orders. The CITY will create and maintain a spread sheet log of all Contract Change Orders.
13. Prepare and maintain Force Account Forms for tracking work which is additional to contract and being paid for on a Force Account basis, as approved by the PORT or work that the Contractor is protesting as additional to the contract.
14. Receive, track and document all material tickets for verifying quantities of materials as required per the contract documents. Acquire all Material Certifications, Scaleman's Daily Reports, Certificates of Origin of Materials, etc.
15. Prepare and process Weekly Working Day Statement Reports documenting the working days assessed on the project. The CITY will process and send copies to the Contractor as required per the contract documents. The CITY will maintain a record of the Weekly Working Day Statement Reports.
16. Perform Wage Rate Interviews of Contractor employees for verifying the payment of the appropriate prevailing wage rate(s) per the WSDOT/FHWA requirements. Fill out Wage Rate Interviews forms for documenting interviews. Review Certified Payrolls. Notify the Contractor of any deficiencies in the payment of wages.
17. Review and monitor the Apprentice Plan and DBE Goals, training hours and Training Reports specified in the Contract Documents per the WSDOT/FHWA Funding requirements. Provide Quarterly Reports to WSDOT as required.
18. Preparation and processing of the Contractor's Monthly Progress Payment Estimates. Create and maintain an Excel spreadsheet which identifies all the contract bid items and any Change Order work to be utilized for making monthly payments for work completed by the Contractor. The CITY will review the completed work with the Contractor for determining quantities of work completed within the designated payment period. The CITY will review all requisite documentation for being satisfied prior to payment the CITY will forward and recommend the Monthly Progress Payment Estimates



to the PORT for payment to the Contractor. The City will maintain a record of all Monthly Progress Payment Estimates.

19. Provide the daily inspection of contract work to ensure it meets with the contract requirements. Track and maintain record of all work installed for quantities and quality.
20. Process Inspector Daily Reports (IDR) to document the contractor's daily activities, issues that may arise, identification of items and quantities being installed, contractors work force and equipment, weather conditions, communications, etc.
21. Perform material testing and inspection (such as: concrete, asphalt, soils, aggregates, steel; wood, compaction tests, sieve analysis, proctor tests, etc.) for verifying compliance with the contract documents. Perform testing of materials in conformance with the approved Record of Materials (ROM) and the WSDOT/FWHA Funding requirements. Provide Reports, records and log of all material testing and inspections.
22. Coordinate consultant services for inspections and material testing outside of the CITY services. The CITY will notify and maintain communications with the PORT and ABAM, for work being performed requiring their inspection and monitoring. The PORT will contract directly for these services.
23. The CITY will take the lead in the preparation and presentation of project records and documentation for any Project Audits conducted by the WSDOT/FWHA.
24. The CITY will take the lead in resolving any disputed contract issues or matters. The CITY will maintain communications with the PORT and ABAM for such issues.
25. Any contract revisions related to Project Design, or modifications thereof, shall be conducted in accordance with Section 1.06 of the original Interlocal Agreement.

**C. Project Close-Out Phase**

1. The CITY will perform the tasks for closing out the contract. This includes, but is not limited to the following:
  - Perform final walk through.
  - Review required As-Built (Red-Lined) Drawings.
  - Prepare and issue a Construction Deficiency List (Punch list), identifying the outstanding work and/or work that is deficient or to be corrected.

- Prepare a letter of Substantial Completion to the Contractor, when work has been completed as required per the contract documents after the PORT and ABAM agree that work has been completed. The PORT will issue the letter of Substantial Completion.
2. Make final inspection in conjunction with the PORT and ABAM of the project for the approval and acceptance of all work completed.
  3. Review, determine and verify the final quantities for work installed on the contract.
  4. Prepare and process a Pre-Final Monthly Progress Payment Estimate, showing the CITY's final quantities of work completed for the Contractor's review and acceptance. When the Contractor has accepted the final quantities, the CITY will process and submit to the PORT for payment.
  5. Confirm all contract documents have been received, including but not limited to:
    - Statement of Intent To Pay Prevailing Wages
    - Certified Payrolls
    - Affidavits of Wages Paid
    - Affidavits of Amounts Paid to Subcontractors and Suppliers
    - Monthly Utilization Reports
    - Employment Security Department Release
    - Department of Revenue Release
    - Any other Documents required per the contract and/or PORT
  6. Prepare a letter of Physical (Final) Completion for the Contractor, when all work has been physically completed and accepted on the project. The PORT will issue the Physical Completion letter.
  7. Assist in the process of Retainage release for final payment and close-out of the contract.
  8. Provide copies of project files and records to the PORT.

### **III. Schedule and Payment**

#### **A. Project Schedule**

1. The PORT and the CITY will use due diligence to complete the construction in accordance with the Schedule of Phases noted in the table below.



2. If the CITY anticipates or experiences a delay in meeting said schedule of milestones and delivery dates, then the CITY shall notify the PORT of the reason for the delay and provide an estimate of any additional time and cost required for completion.
3. Neither party shall be considered to be in default in the performance of this Agreement to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

**Schedule of Phases**

<b>Phase</b>	<b>Calendar Days</b>	<b>Anticipated Start Date</b>	<b>Anticipated Completion Date</b>
<b>Advertise and Award</b>	62	5/30/08	6/20/08
<b>Contract Construction</b>	195	6/30/08	12/30/08
<b>Contract Close Out</b>	60	12/31/08	02/28/09

**B. Payment of City Costs**

1. An estimate of the hours and costs for performing the scope of work is set forth in Exhibit "C" of this Amendment. The PORT shall pay the CITY for its Direct Costs in an amount not to exceed \$328,000. "Direct Costs" shall mean and include all costs and expenses to the CITY directly related to the work provided under this Agreement to include all costs and expenses of labor inclusive of payroll benefits and overhead for each of the labor classifications of the employees performing work for the Project and determined in accordance with the CITY's billing rates at time of work performed and all costs and expenses to the CITY for any work by consultants or contractors retained by the CITY upon prior approval of the PORT and performing work for this Project under this Agreement.
2. The CITY will track its costs for construction management services in accordance with procedures established for FHWA projects. Costs associated with the Advertising and Award Phase will be separated from the Contract Construction and Project Closeout Phases.
3. The CITY shall keep records of the Direct Costs and shall require its subcontractors and consultants, if any, to maintain detailed records of all work performed which records shall be made available to the PORT as attachments to invoices as required herein. Monthly invoices will provide backup showing staff charges by name or discipline, task, rate and number of hours. For Direct Costs

provided by consultants or subcontractors, the CITY agrees to procure the Direct Costs in accordance with contracts or task assignments that include a detailed scope of work and a budget that cannot be exceeded without written authorization. A copy of any consultant agreement and invoice will also be provided. The parties will work to resolve any questions regarding invoices. The PORT will remit payment to the CITY within 30 days from the receipt of any invoice.

4. When the CITY's Direct Costs reach approximately 70% of the "not to exceed" amount, a new cost estimate for the remaining work will be prepared by the CITY and provided to the Port. If the CITY's Direct Costs of the remaining work under this Agreement is estimated to be higher than the original estimate, the remaining work will not be performed without the prior written authorization from the PORT, which shall not be unreasonably withheld. The CITY shall have no obligation under this Agreement to provide services where the cost would exceed the above described maximum cost, unless the PORT agrees to provide adequate compensation as determined in the sole discretion of the CITY.

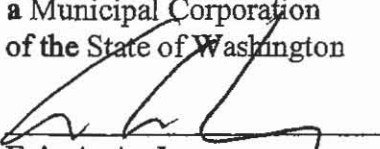
#### **C. Payment of Project Costs**

1. The parties acknowledge that change orders, claims and requests for equitable adjustments related to delays, changed circumstances and other factors are inherent in construction. The CITY shall not be responsible for such costs so long as the CITY has performed its construction management services consistent with the provisions of this Agreement.

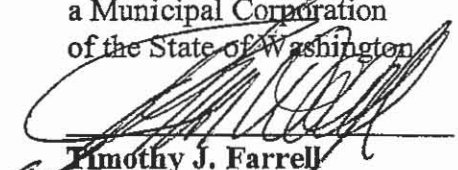
The Parties acknowledge that the terms and conditions of this Agreement have been mutually negotiated.

Executed this 6TH day of August, 2008.

**CITY OF TACOMA,**  
a Municipal Corporation  
of the State of Washington

  
Eric A. Anderson  
City Manager

**PORT OF TACOMA,**  
a Municipal Corporation  
of the State of Washington

  
Timothy J. Farrell  
Executive Director

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Eric A. Anderson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Tacoma, a municipal corporation of the State of Washington, to be the free and voluntary act and deed of such corporation for the uses and purposes mentioned in the instrument.



Dated this 1<sup>st</sup> day of AUGUST, 2008.

April A. Larsen  
Notary Public in and for the State of Washington

My Commission Expires 04-13-12

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF PIERCE )

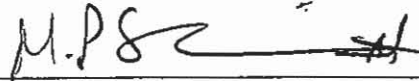
I certify that I know or have satisfactory evidence that Timothy J. Farrell is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director for the Port of Tacoma, a municipal corporation of the State of Washington, to be the free and voluntary act and deed of such corporation for the uses and purposes mentioned in the instrument.

Dated this 6<sup>th</sup> day of August, 2008.

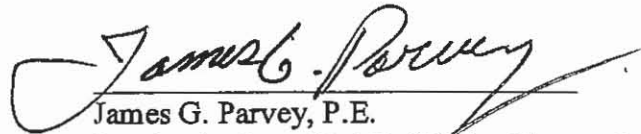
Judith L. Doremus  
Notary Public in and for the State of Washington

My Commission Expires 1/22/12

**CITY OF TACOMA**  
**APPROVED BY:**



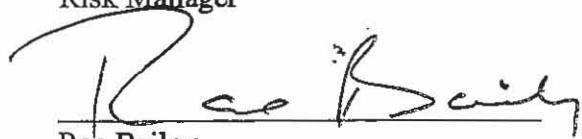
Michael P. Slevin III, P.E.  
Interim Public Works Director



James G. Parvey, P.E.  
Interim Assistant Public Works Director/  
City Engineer

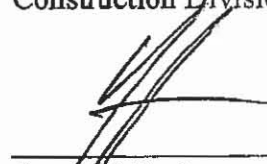


Debbie L. Dahlstrom  
Risk Manager



Rae Bailey  
Construction Division Manager

**APPROVED AS TO FORM & LEGALITY:**



Conor McCarthy  
Assistant City Attorney

**Lincoln Avenue Grade Separation  
Port of Tacoma/City of Tacoma  
Construction Management Services for Lincoln Avenue Loop Improvements  
Responsibility Matrix**

ITEM NO.	TASK DESCRIPTION	RESPONSIBLE PARTY					COMMENTS
		CITY	PORT	ABAM	WSDOT	OTHERS	
	<b>A. ADVERTISING AND AWARD PHASE</b>						
1	Pre-Bid: Review Contract Docs for bidding	O	X	O			
2	Pre-Bid: Project Advertisement	O	X				
3	Pre-Bid: Address Contractor questions	O	X	O			
4	Pre-Bid: Prepare and issue Addendums	O	X	O			
5	Pre-Bid: Schedule and facilitate Pre-Bid Conference	O	X	O			
6	Conduct Bid Opening and proposal validation	O	X	O			
7	Review and evaluate bids	O	X	O			
8	Prepare recommendation to Award	O	X				
9	Award Information/Documents to WSDOT*	O	X				
	<b>B. CONTRACT CONSTRUCTION PHASE</b>						
1	Set up field office, files, forms etc.	X	O				
2	Prepare Record of Materials Report	X	O	O	O		WSDOT?
3	Facilitate Preconstruction Meeting	X	O	O			
4	Prepare and issue Notice to Proceed letter	O	X				
5	Prepare and issue correspondence to the Contractor	X	O				
6	Process construction submittals	X	O	O			
7	Process contract form submittals	X	O				
8	Review initial Construction Schedule	X	O	O			
9	Facilitate Weekly Progress Meetings	X	O	O			
10	Process Requests for Information (RFI)	X	O	O			
11	Process Requests for Changes (RFC)	X	O	O			
12	Process Change Orders	X	O	O			

X - denotes lead role in performing task  
O - denotes support role in performing task

**Exhibit "A"**

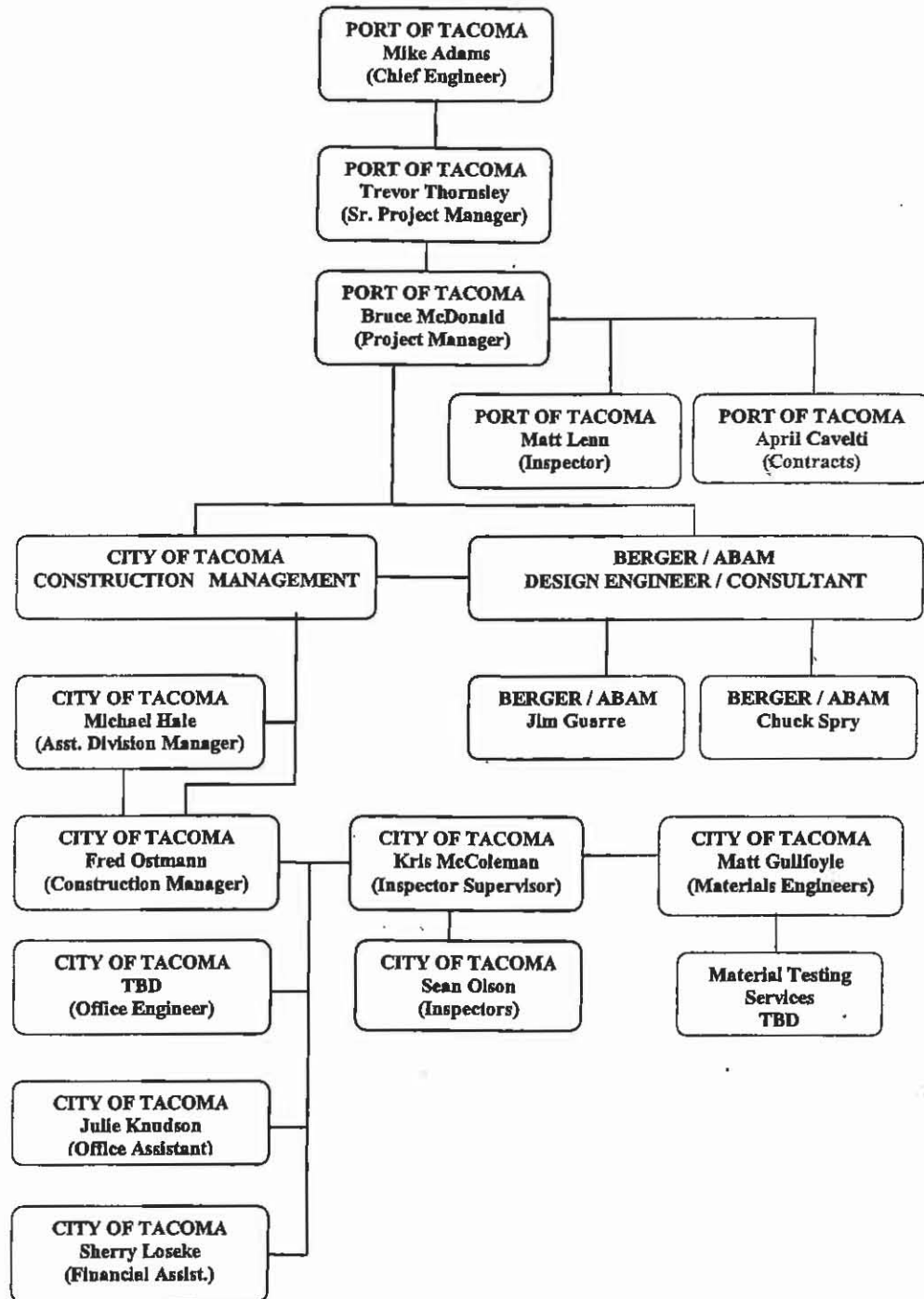
**Lincoln Avenue Grade Separation  
Port of Tacoma/City of Tacoma  
Construction Management Services for Lincoln Avenue Loop Improvements  
Responsibility Matrix**

ITEM NO.	TASK DESCRIPTION	RESPONSIBLE PARTY					COMMENTS
		CITY	PORT	ABAM	WSDOT	OTHERS	
13	Prepare Force Account Forms	X					
14	Process material tickets	X					
15	Prepare Weekly Working Day Statement Reports	X					
16	Perform Wage Rate Interviews	X					
17	Monitor Apprentice Plan and DBE Goals	X			O		WSDOT?
18	Process Contractor Monthly Progress Payments	X	O	O			
19	Perform daily inspection of work	X	O	O			
20	Process Inspector Daily Reports (IDR)	X					
21	Perform and process material testing	X	O			O	
22	Coordinate Consultant inspection services	X	O				
23	Prepare and present documents for Project Audit	X	O		O		WSDOT?
24	Resolve disputes and communicate with POT and ABAM	X	O				
	<b>C. PROJECT CLOSE-OUT PHASE</b>						
1	Perform necessary tasks and issue Substantial Completion	X	O	O			Port issues letter.
2	Perform final inspections	X	O	O			
3	Review/verify final quantities for work	X	O				
4	Process Pre-Final Monthly Progress Payment	X	O				
5	Confirm all contract documents received	X	O				
6	Prepare and issue Physical Completion letter	O	X				
7	Process Retainage release	X	O				
8	Provide copies of project files to the POT	X	O				

X - denotes lead role in performing task  
O - denotes support role in performing task

**Exhibit "A"**

**Lincoln Avenue Grade Separation**  
**Port of Tacoma/City of Tacoma**  
**Construction Management Services for the Lincoln Avenue Loop Improvements**  
**Organization Chart**





**PORT OF TACOMA**  
**LINCOLN AVE GRADE SEPARATION (LINCOLN AVE LOOP)**  
**CONSTRUCTION MANAGEMENT SERVICES - CONTRACT 3.4**  
**[CITY OF TACOMA]**

ITEM NO.	DESCRIPTION	HRS PER MONTH	DURATION (Months)	TOTAL HOURS	HOURLY RATE	TOTAL COST	COMMENTS
<b>A.</b>	<b>Ad And Award ( 4/28/08 - 6/28/08 )</b>						
	<u>Engineering Division</u>						
1	Asst. Division Manager	4	2	8	77.66	\$621.28	
2	Principal Engineer	0	2	0	70.06	\$0.00	
3	Admin. Services Manager I	4	2	8	55.89	\$447.12	
4	Financial Assistant(2)	8	2	16	33.44	\$535.04	
	<u>Construction Division</u>						
5	Division Manager	4	2	8	82.96	\$663.68	
6	Asst. Division Manager	6	2	12	77.66	\$931.92	
7	Project Coordinator	15	2	30	55.27	\$1,658.10	
8	Inspector Supervisor	4	2	8	58.30	\$466.40	
9	Construction Inspector	15	2	30	50.27	\$1,508.10	
10	Material Engineer	15	2	30	49.58	\$1,487.40	
11	Financial Assistant	4	2	8	33.44	\$267.52	
12	Office Assistant	8	2	16	28.24	\$451.84	
13	Personnel Equipment	29	2	58	23.00	\$1,334.00	vehicles;laptopcomputers;cells;etc
14	Office Expenses (LS)					\$1,500.00	copier;paper; computers;phones,etc
	<u>HALO</u>						
	HUB Coordinator**	2	2	4	55.00	\$1,500.00	
	Financial Assistant	2	2	4	33.44	\$133.76	
	<b>SUB-TOTAL A:*</b>					<b>\$13,506.16</b>	
<b>B.</b>	<b>Construction Phase (6/29/08 - 1/21/09)</b>						
	<u>Engineering Division</u>						
1	Asst. Division Manager	4	7	28	77.66	\$2,174.48	
2	Principal Engineer	0	7	0	70.06	\$0.00	
3	Financial Assistant	4	7	28	33.44	\$936.32	
4	Admin. Services Manager I	12	7	84	55.89	\$4,694.76	
5	Financial Assistant	4	7	28	33.44	\$936.32	

\*\* Wage rates shown are 2007; to be adjusted and billed at wage rates in effect when work is performed.

**Exhibit "C"**

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**PORT OF TACOMA  
LINCOLN AVE GRADE SEPARATION (LINCOLN AVE LOOP)  
CONSTRUCTION MANAGEMENT SERVICES - CONTRACT 3.4  
[CITY OF TACOMA]**

ITEM NO.	DESCRIPTION	HRS PER MONTH	DURATION (Months)	TOTAL HOURS	HOURLY RATE	TOTAL COST	COMMENTS
	<u>Construction Division</u>						
6	Division Manager	4	7	28	82.96	\$2,322.88	
7	Asst. Division Manager	12	7	84	77.66	\$6,523.44	
8	Assoc. Construction Manager	176	7	1232	55.54	\$68,425.28	
9	Office Engineer	50	7	350	49.58	\$17,353.00	
10	Inspector Supervisor	25	7	175	58.30	\$10,202.50	
11	Construction Inspector(L)	30	7	210	50.56	\$10,617.60	
12	Construction Inspector	176	7	1232	50.27	\$61,932.64	
13	Asst. Construction Inspector	50	7	350	43.18	\$15,113.00	
14	Material Engineer	45	7	315	49.58	\$15,617.70	
15	Financial Assistant	8	7	56	33.44	\$1,872.64	
16	Office Assistant	60	7	420	28.24	\$11,860.80	
17	Material Testing(LS)					\$7,000.00	
	(Overtime)						
18	Project Coordinator	10	4	40	67.78	\$2,711.20	
19	Office Engineer	5	4	20	66.72	\$1,334.40	
20	Inspector Supervisor	5	4	20	78.45	\$1,569.00	
21	Construction Inspector(L)	5	4	20	68.03	\$1,360.60	
22	Construction Inspector	10	4	40	67.64	\$2,705.60	
23	Material Engineer	10	4	40	66.72	\$2,668.80	
	<u>HALO</u>						
24	HUB Coordinator**	4	2	8	55.00	\$1,500.00	
25	Financial Assistant	4	2	8	33.44	\$267.52	
	<u>Supplies/Equipment</u>						
26	Personnel Equipment	376	7	1504	23.00	\$34,592.00	vehicles;lapcomputers;cells;etc
27	Field Office						
28	Office Expenses 3% (LS)					\$7,497.99	copier;paper; computers;phones,etc
29	Postage (LS)					\$500.00	
-30	<b>SUB-TOTAL B:</b>					<b>\$294,290.47</b>	

\*\* Wage rates shown are 2007; to be adjusted and billed at wage rates in effect when work is performed.

**Exhibit "C"**

\*

**PORT OF TACOMA  
LINCOLN AVE GRADE SEPARATION (LINCOLN AVE LOOP)  
CONSTRUCTION MANAGEMENT SERVICES - CONTRACT 3.4  
[CITY OF TACOMA]**

ITEM NO.	DESCRIPTION	HRS PER MONTH	DURATION (Months)	TOTAL HOURS	HOURLY RATE	TOTAL COST	COMMENTS
C.	Project Close-Out (1/21/09 - 03/21/09) @ Physical Completion						
	<u>Engineering Division</u>						
1	Asst. Division Manger	2	2	4	77.66	\$310.64	
2	Principal Engineer	0	2	0	70.06	\$0.00	
3	Financial Assistant(2)	8	2	16	33.44	\$535.04	
	Admin. Services Manager I	16	2	32	55.89	\$1,788.48	
	<u>Construction Division</u>						
4	Division Manager	2	2	4	82.96	\$331.84	
5	Asst. Division Manager	4	2	8	77.66	\$621.28	
6	Project Coordinator	40	2	80	55.27	\$4,421.60	
7	Office Engineer	20	2	40	49.58	\$1,983.20	
8	Inspector Supervisor	10	2	20	58.30	\$1,166.00	
9	Construction Inspector(L)	10	2	20	50.56	\$1,011.20	
10	Construction Inspector	20	2	40	50.27	\$2,010.80	
11	Material Engineer	4	2	8	49.58	\$396.64	
12	Financial Assistant	8	2	16	33.44	\$535.04	
	<u>HALO</u>						
13	HUB Coordinator**	16	2	32	55.00	\$1,500.00	
14	Financial Assistant	0	0	0	33.44	\$0.00	
15	Office Assistant	16	2	32	28.24	\$903.68	vehicles; lap computers; cells; etc
	<u>Supplies/Equipment</u>						
16	Personnel Equipment*	44	2	88	23.00	\$2,024.00	copier; paper; computers; phones, etc
17	Office Expenses 3% (LS)					\$525.46	
18	<b>SUB TOTAL C:</b>					<b>\$20,064.90</b>	
	<b>TOTAL COST (A +B+C):*</b>					<b>\$327,861.53</b>	

\*\* Wage rates shown are 2007; to be adjusted and billed at wage rates in effect when work is performed.

**Exhibit "C"**



## RESOLUTION NO. 37549

1 A RESOLUTION relating to the Lincoln Avenue Grade Separation Project;  
2 authorizing the execution of an amendment to an interlocal agreement with  
3 the Port of Tacoma whereby the City will provide construction management  
4 services to the Port for the Lincoln Avenue Loop Improvements on a  
5 reimbursable basis.

6 WHEREAS the Port of Tacoma ("Port") is constructing a railroad grade  
7 separation structure on Lincoln Avenue between Marc Avenue and Thorne  
8 Road ("Project"), and

9 WHEREAS, on December 11, 2007, the City Council adopted  
10 Resolution No. 37341, authorizing the execution of an interlocal agreement with  
11 the Port, which memorialized the parties' rights, responsibilities, and obligations  
12 for the Project, and

13 WHEREAS the parties desire to amend the interlocal agreement in order  
14 to specifically address construction management for the Project, and

15 WHEREAS all City personnel costs associated with this amendment will  
16 be reimbursed by the Port; Now, Therefore,

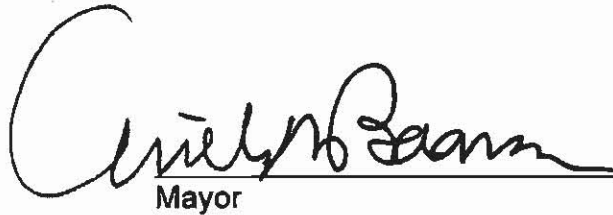
17 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

18 That the proper officers of the City are hereby authorized to execute an  
19 amendment to an interlocal agreement with the Port of Tacoma ("Port")  
20 whereby the City will provide construction management services to the Port for  
21

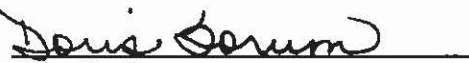


1 the Lincoln Avenue Loop Improvements on a reimbursable basis, said  
2 document to be substantially in the form of the proposed amendment on file in  
3 the office of the City Clerk.

4 Adopted JUL 29 2008

5  
6   
7 Mayor

8 Attest:

9   
10 City Clerk

11 Approved  to form:

12  
13 Assistant City Attorney