



## Transportation & Public Works Meeting Agenda

Sept 2, 2021; 5:30 – 6:30 PM  
“Virtual Meeting”

**Due to the current COVID-19 public health emergency, this meeting will be conducted virtually. The meeting will be live streamed on SeaTV Government Access Comcast Channel 21 and the City’s website <https://www.seatacwa.gov/seatvlive> and click play. The public may also listen to the meeting by calling 206.973.4555 and muting your phone.**

Councilmembers:  
Peter Kwon, Chair  
Pam Fernald  
Takele Gobena

**Note: A quorum of the Council may be present**

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

Other Staff participating:

TIME	TOPIC	PROCESS	WHO	TI ME
1	Call to order		Chair	
2	<p><b>PUBLIC COMMENTS:</b> In an effort to adhere to the social distancing protocols, and in order to keep our residents, Council, and staff healthy, the Committee will not hear any in-person public comments. The committee is providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Signing-up for remote comments or providing written comments must be done by <u>2:00PM</u> the day of the meeting. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"> <li>Instructions for providing remote oral public comments are located at the following link: <a href="#">Council Committee and Citizen Advisory Committee Virtual Meetings.</a></li> </ul>		Chair	5

	<ul style="list-style-type: none"> <li>Submit email/text public comments to <a href="mailto:TPWPublicComment@seatacwa.gov">TPWPublicComment@seatacwa.gov</a>. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.</li> </ul>			
3	Prior Minutes Approval	Aug 5 Minutes to approve	Chair	5
4	Approve Professional Services Contract for Stormwater Planning	Discussion/Action	Dan Smith	15
5	Award of Construction Contract for 34 <sup>th</sup> Ave South Pedestrian Projects	Discussion/Action	Florendo Cabudol/ Kamal Mahmoud	15
6	Highline Water District Interlocal Agreement for 34 <sup>th</sup> Ave S Project	Discussion/Action	Florendo Cabudol	10
7	King County Flood Control District Sub Regional Opportunity Funds Acceptance for South 221 <sup>st</sup> Street Drainage Project	Discussion/Action	Florendo Cabudol	10
8	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Final Acceptance of CIPs; Adopt a Street Program; Flight Safety Boundary Line Adjustment			
9	Adjourn	Adjourn Meeting	Chair	



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Dan Smith, Maintenance and Operations Supervisor, Stormwater  
Date: 09/02/2021  
Subject: Stormwater Management Action Planning

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## **Purpose:**

To obtain Committee recommendation for the City to execute a consultant contract with Parametrix, Inc. for Stormwater Management Action Planning (SMAP). When completed, this effort will: 1) Achieve compliance with the City's National Pollutant Discharge Elimination (NPDES) Municipal Stormwater Permit (Stormwater Permit) SMAP requirements, and 2) Allow the City to resume annual collection of Surface Water Management (SWM) fees from Washington State Department of Transportation (WSDOT).

## **Background:**

Pursuant to the five-year Stormwater Permit issued by the Washington Department of Ecology (effective August 1, 2019), SeaTac is required to implement new programs, including Stormwater Management Action Planning (SMAP). SMAP is designed to inform and assist in the development of policies, strategies and water quality management tools that protect receiving waters. SMAP-related work required during the current Permit term includes delineation of watershed boundaries, assessment/prioritization of receiving waters, and development of a Stormwater Management Action Plan. This work also aligns with the goals of the City's Surface Water Plan.

As authorized by SeaTac Municipal Code 12.10.225, the City may collect annual SWM fees from WSDOT. These fees are based on the agency's relative contribution of runoff from state limited access highways (I-5, SR 509, SR 518) into SeaTac stormwater and/or surface waters. Unfortunately, per RCW 90.03.525 (as amended under SB5505), WSDOT halted SWM payments to local governments in 2020. As a result, the agency required jurisdictions to submit plans that described how collected fees are used to address direct WSDOT stormwater impacts. The WSDOT study performed by Parametrix, upon the agency's approval, will allow SeaTac to resume collecting WSDOT Stormwater Utility fees in 2021, and annually thereafter.

The WSDOT study performed by Parametrix (budgeted at \$53K), will allow SeaTac to resume collect the 2021 WSDOT Stormwater Utility fee (approximately \$65K), and annually thereafter provided a long-term plan is approved by WSDOT.

### **Consultant Selection Process**

A list of prospective SMAP consultants was generated by staff and solicited via email. Out of 18 firms solicited, five (5) submitted RFQs; these were scored and ranked by an internal review committee. The top three (3) ranked firms were then interviewed, scored, and ranked. Firms interviewed included Aspect, Herrera and Parametrix. By review committee consensus, Parametrix, Inc. was ranked as the best firm to provide SMAP work for SeaTac.

### **Funding**

Funding is available in the 403 account for this work over a two-year period, therefore a budget amendment is not necessary. Additionally, the cost of the WSDOT-related work performed by Parametrix under this contract (\$53K) will be offset by the resumption of SWM fee collection in 2021 (\$65.5K).

### **Options/Recommendation:**

Staff is recommending that Committee forward this item to the September 14, 2021, Regular Council Meeting with a recommendation for approval.

# SCOPE OF WORK

## City of SeaTac Stormwater Management Action Plan

### PROJECT UNDERSTANDING

The City of SeaTac (City) is contracting with Parametrix to support the development of the City's Ecology-required Stormwater Management Action Plan (SMAP). Parametrix will apply Ecology guidance to conditions unique to the City to prepare a SMAP that addresses National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) requirements. In addition, this project will include an assessment of the WSDOT stormwater runoff funding program and implementation plan.

### TASK 1. PROJECT INITIATION AND NEEDS ASSESSMENT

This purpose of this task is to define the project objectives; establish communications; define data needs and data gaps; and initiate the SMAP prioritization approach.

#### Approach

Parametrix will prepare for and facilitate a project kickoff workshop at the city office. Parametrix will lead the first portion of the workshop, which will include introduction of the project team; definition of the project objectives; review of the scope of work and schedule milestones; describe the communications plan; and prepare the risk register.

Parametrix will obtain the needed GIS data from the City to complete the basin information collection elements to conduct the SMAP. These data include but are not limited to:

- Basin hydrography, including streams and lakes or other receiving water features.
- Basin topography
- Watershed catchment delineations
- Drainage system maps
- Stormwater facility location and type maps
- Land cover.
- Impervious surfaces
- Tax lots with building date
- Public rights of way
- Vacant land maps (if available)
- Developable lands layer (if available)
- Future proposed land use
- Critical areas, such as wetlands, steep slopes or geologic hazards, buffers, and floodplains.

Data not available will be assessed in the data gaps analysis.

Collect available water quality and stream condition data from the City or other publicly available internet resources.

Prepare a data gaps summary. Include data not available and comments on data quality, as applicable. Prepare an assessment of the need to fill the gaps or if they data can be assumed or extrapolated from other sources. Prepare a plan to fill needed data gaps.

### Assumptions

- The City will provide Parametrix with all needed information in electronic format via email, FTP site transfer, or file share platform such as OneDrive/SharePoint or Project Wise.
- The City will provide the following information for review:
  - Geographic information system (GIS) data including watershed delineations; topography; existing land cover; future zoning; hydrologic soil groups; known storm pipes, facilities, and structures; aerial photos; tax lots; rights-of-way: vacant and developable lands; critical areas.
  - Most recent NPDES Annual Reports and Stormwater Management Program documents
  - Water quality data from surface water or stormwater monitoring programs
  - Existing modeling data on the City's stormwater system and drainage basins within the City, if available
  - Results of any stormwater system needs evaluations, including map of problem areas and basic project sheets developed to-date.
- Up to four (4) Parametrix staff members will participate in the kick-off meeting. One 2-hour meeting is assumed.
- The City will identify and invite other City staff to participate in the workshop. The City will coordinate the kickoff meeting location and time and have key City staff at the meetings based on planned topics.
- The City will request information from the Port of Seattle.

### Deliverables

- Agenda for workshop
- Brief data gaps assessment technical memorandum (2-3 pages)

## TASK 2. WATERSHED AND RECEIVING WATER PRIORITIZATION

The purpose of this task is to evaluate watersheds based on existing and proposed land use, existing receiving water conditions, and water quality improvement opportunities to prioritize watershed protection based on the NPDES Permit Stormwater Management Action Plan (SMAP) requirement. Information generated from this task will be used to prepare the SMAP documents required by Ecology.

### Approach

Parametrix will work with the City to prioritize watersheds using an approach using the Stormwater Management Action Planning Guidance (Ecology 2019, Publication 19-10-010) and Building Cities in the Rain (Washington Department of Commerce 2016, Publication 006). Through this process, Parametrix will:

Step 1: Delineate basins and identify receiving waters.

- Parametrix will review, delineate, and update basins already created by other sources (e.g., the City, County, or Port of Seattle), and identify receiving waters.
- Identify receiving water hydrography to be used, starting with available networks delineated by known sources and generally using named reaches and tributaries.
- The City will provide support and available data to confirm the uncertain basin delineations (up to 10 locations). The City will obtain available GIS delineations from the Airport.
- Combine or separate basins into logical planning or evaluation units meeting the size range identified in the Ecology guidance (1-20 square miles). Minor, comparatively small tributary basins may be delineated together into similar-sized watersheds, as appropriate.
- Prepare geodatabase with the following delineations: closed basins, drainage basins, receiving waters, points of analysis (POAs), and stream and lake hydrography.
- Prepare methodology memorandum for identifying receiving waters and delineating catchments and drainage basins.

Step 2: Assess watershed conditions.

- Review data provided by the City pertaining to landscape characteristics (land use and cover, road density, impervious area, stream buffers, intact floodplains, and crossings) that usually affect surface water conditions.
- For each watershed and receiving water, Parametrix will map the current “treated” and “untreated” lands as defined by stormwater management system coverage.
- Assess the relative development potential in the basin using available vacant (undeveloped parcels) and developable (non-floodplain, steep slope, or similar critical areas) land.

Step 3: Assess receiving water conditions.

- Identify the designated land uses and desired water quality conditions to support those land uses.
- Identify both unique and common basin characteristics and protection needs including sensitive receiving water and habitat; water temperature; water pollutants, and flooding.
- Review existing available water quality and stream health information to assess existing receiving water conditions and potential need.

Step 4: Prepare and analyze prioritization data.

- Prepare prioritization metrics for review and agreement by the City.
- Identify restoration or protection goal(s) for each watershed or watershed group based on basin characteristics and protection needs.
- Evaluate current and potential opportunities to address watershed restoration and protection goals for each watershed or watershed group (e.g., locations of other City projects, other planning efforts such as the Des Moines Creek Basin Plan, etc.).
- Prioritize watersheds or watershed groups based on agreed metrics using a GIS/spreadsheet scoring tool. Metric could include watershed condition or receiving water condition.

- Work with the City to identify additional, non-quantifiable opportunities and constraints such as political support, funding applicability, community perception, etc. in the watershed prioritization.
- Identify specific watershed(s) or watershed group to target as high priority receiving water(s) and drainage basins for stormwater management planning in Task 3.

Step 5: Prepare NPDES table.

- Prepare a watershed inventory of the drainage areas based on Permit requirements. The inventory will be in table format and will include:
  - Each receiving water name, its total watershed area, the percent of the total watershed area that is in the Permittee's jurisdiction.
  - A brief description of the relative conditions of the receiving waters and the contributing areas.
  - Findings of the stormwater management influence assessment for each basin and indication of which receiving waters will be included in the S5.C.1.d.ii prioritization process.
  - A map of the delineated basins with references to the watershed inventory table.

Prepare materials for use for public information required to develop this plan, including plan information to support GIS story maps.

### Assumptions

- Parametrix will base the prioritization on data collected during Task 1. No new data will be collected for this effort.
- Basin delineation will use named and area-significant hydrography and drainage systems including lakes and open waters. The delineations will not use all outfalls and discharge points and will rely primarily on the natural drainage network. The drainage boundaries will generally follow the HUC 14/16 level guidance and be 100-3,000 acres in size.
- The City will obtain available GIS delineations from the Airport.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic Excel table file.
- The City will select the preferred basin for continued analysis.
- GIS storymaps will be prepared and updated by the City.

### Deliverables

- ESRI file geodatabase version 10.8 of the polygon feature classes listed.
- Drainage basin delineation and receiving water selection methodology technical memorandum.
- Watershed inventory table and map
- Draft Receiving Water Prioritization technical memorandum for City review (8-10 pages).
- Final Receiving Water Prioritization technical memorandum in Microsoft Word and PDF electronic file formats.



### TASK 3. SMAP REPORT

The purpose of this task is to identify and document high-level stormwater management activities that may improve the condition of the high-priority watershed identified in Task 3.

#### Approach

Parametrix will develop a SMAP report for one high-priority basin identified in the previous task that includes:

- Concept-level descriptions of potential stormwater facility retrofits recommended for the area, including:
  - Identification of BMP types (in broad categories such as distributed LID retrofits, regional flow control facilities, targeted water quality media filtration for pollutants, etc.)
  - preferred locations where possible (in general categories such as regional vs. site-specific facilities, retrofits in the right-of-way vs. parcels, excluded areas such as protected natural resources, etc.). Results of watershed-based evaluation will help City inform and develop CIP project and retrofit list.
- Land management/development strategies and/or actions identified for water quality management.
- If applicable, identification of changes to local long-range plans to address SMAP priorities.
- A proposed implementation schedule and budget sources for short- and long-term actions.
- A process for future assessments and feedback to inform future changes.

#### Assumptions

- The Receiving Water Prioritization technical memoranda prepared under Task 2 will be included as appendices to the SMAP report.
- The City will provide Parametrix with document review comments from all City reviewers consolidated into a single electronic Excel table file.
- Receiving water assessments are intended to be rapid assessments of known conditions of receiving waters. Collection of new data is not included in the effort.

#### Deliverables

- Draft SMAP Report for City review for one high-priority basin, approximately 30 pages (not including appendices).
- Final SMAP Report for one high-priority basin in Microsoft Word and PDF electronic file formats.

### TASK 4. WSDOT FUNDING PROGRAM

The purpose of this task is to provide a summary of the options and limitations of the WSDOT funding program to direct the selection and development of stormwater capital projects; identify the general share of WSDOT stormwater runoff contribution to applicable the City's storm system and receiving waters; assess the impact from WSDOT runoff to the City's storm system and receiving waters using qualitative and quantitative measures; and develop an implementation plan.

## Approach

- Conduct an initial kickoff meeting to review scope, discuss data needs, desired outcomes and identify key City staff for the work. Meeting will be attended by up to three (3) Consultant team staff and City staff as identified by the City's Project Manager
- Develop a Funding Program Requirement Summary Memorandum based on review of RCW 90.03.525, available WSDOT guidance, and relevant background information from the City regarding past use of the funds and communications with WSDOT. The summary will consider questions such as:
  - What is the range of actions that can be implemented with the WSDOT funding?
  - Can funds be allocated for partner organization actions?
  - Can funds be banked over several years?
  - Are funds allocated only for water quality, or can they be used for flood control, conveyance issues, etc.?
  - What are the funding/regulatory differences between WSDOT outfalls that discharge directly to a stream or other receiving water compared to WSDOT discharge to the storm drain system?
- Review existing WSDOT and City's geographic information system (GIS) data to:
  - Identify receiving waters that include WSDOT runoff.
  - Select point of analysis (POA) for each receiving water that includes WSDOT runoff and delineate drainage basin. The POAs will include City owned and maintained flow control and water quality facilities.
  - Prepare catchment delineations to account for the WSDOT right-of-way and pavement drainage.
  - Determine the general share of WSDOT stormwater runoff contribution at POA based on percent and type of land cover compared to city land cover with the basins.
- Identify up to 20 POAs, evaluate the action the City would take under a stormwater implementation plan with WSDOT. The POAs will be divided up by the following categories.
  - New flow control or water quality asset needed.
  - Retrofit of existing flow control or water quality asset.
  - Maintenance (existing facility is adequate)
- If a new flow control or water quality asset is recommended the consultant will provide a rough order of magnitude of cost based on the amount of impervious area the asset would mitigate.
- For existing assets, the consultant will estimate performance of facility based on as-built data and compare to runoff received from WSDOT. Categorize as performing or underperforming.
- Prepare a map of each WSDOT catchment based on findings of downstream impacts of WSDOT runoff. The map will visually depict where in the City WSDOT runoff has an impact on flooding, the receiving water hydrology and/or water quality.
- Identify areas where ownership and responsibility information are in conflict. The City will provide a final recommendation on ownership and responsibility.

- Identify maintenance activities in coordination with the City for existing assets that receive runoff from WSDOT right of way.
- Develop an implementation strategy for all the activities identified above including a recommended capital improvement plan and schedule.
- Prepare an implementation plan.

### Assumptions

- How funding is used and guidance for funding is directed by the RCW; no WAC is available.
- The consultant will prepare the memo using the best available written information and guidance, policies, rules, manuals, ordinances, and RCW interpretations. Inconsistent or conflicting information will be identified. Hearsay, subjective information, and opinions expressed solely by an individual or State organization may be reported and attributed accordingly.
- The City will provide City and WSDOT GIS data including (as available) watershed; drainage basins, topography; existing land cover; hydrologic soil groups; known storm pipes, facilities, and structures, including connectivity and flow direction; aerial photos; vacant lands; and critical areas.
- Within a given receiving water tributary area, WSDOT can potentially have hundreds of highway outfalls and drainage crossings beneath those highways. In the GIS layer to be generated for this task, Consultant will include outfall data already mapped and provided by WSDOT but will not research unmapped outfalls. If outfall data gaps are identified, Consultant will document the data gaps in the GIS Data Memorandum.
- The City will designate a GIS lead coordinator for the project who has the authority to make decisions and provide direction to Parametrix regarding GIS deliverables.
- Catchment area resolution will average about 5 acres in size.
- There will be approximately 20 separate catchments included in the analysis. If there are more than 20 catchment areas, then 20 will be prioritized for further analysis.
- The City will provide the following information for the identified basins, if available and as needed:
  - Best available As-built information for City-owned flow control or water quality treatment facilities in the identified basins.
  - Existing modeling data on the City's stormwater system and drainage basins within the City, if available.
  - Most recent NPDES Annual Reports and Stormwater Management Program documents.
  - Basin Plans and related studies.
  - Access to existing assets.
  - Check 303d list against known pollutants from roadway runoff to determine if any 303d listed streams are impacted by WSDOT runoff.
  - Information and costs on the City's existing storm and surface water operations and maintenance program
  - Lists or records of known surface water problems in the identified basins.

- This task may require minor hydrologic or hydraulic modeling specific to an existing facility (no system-wide or interdependent hydrologic/hydraulic modeling using SWMM type models or modifications to HSPF models is currently included in the budget).
- Based on best available data, estimates of facility performance are based on existing data available on the size and performance of assets owned by the City.

### Deliverables

- Kick-off meeting with City and Consultant staff.
- Draft Funding Program Summary Memorandum (up to 5 pages, not including attachments) in Microsoft Word and PDF electronic file formats.
- A project web map showing related assets. The web map would be available for one year following the conclusion of the project. Web materials would be included in the GIS database deliverable described in above.
- Draft estimate of the share of WSDOT stormwater runoff contribution within each identified POA and catchment basin delineation in electronic MS Excel format.
- Draft GIS Data Memorandum (approximately 2 to 3 pages, not including attachments) in Microsoft Word and PDF electronic file formats.
- Draft and Final implementation plan.
- Briefing materials for City Leadership review

## TASK 5. PROJECT MANAGEMENT

The purpose of this task is to track, manage, document, and report on the work effort.

### Approach

Parametrix will track and administer the contract of this project, including preparing monthly invoices and coordinating work efforts with the City's project manager. Parametrix' project manager will have routine phone and email contact with the City's project manager as needed.

### Assumptions

- Project management will extend through July 1, 2022 (12 months).

### Deliverables

- Monthly invoices and progress reports.
- QA/QC review documentation (delivered upon request).

# STORMWATER MANAGEMENT ACTION PLANNING

September 2, 2021 Transportation & Public Works Committee





# STORMWATER MANAGEMENT ACTION PLANNING

September 2, 2021



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

Staff to provide overview of Parametrix, Inc. Consultant Contract Scope of Work for Permit-required Stormwater Management Action Planning/ WSDOT Funding Study.

Obtain Committee recommendation to forward the proposed Parametrix Consultant Contract to Council.

## WHY IS THIS ISSUE IMPORTANT?

1. The work is required by the City's NPDES Western Washington Municipal Stormwater Permit (Permit).
2. The work will allow the City to resume collecting annual utility fees associated with Washington Department of Transportation (WSDOT) highway rights-of-way within SeaTac.



# PERMIT-REQUIRED WORK

- Permit-required Stormwater Management Action Planning is a phased effort that must be completed no later than March 31, 2023.
- The work also provides Permit-required GIS mapping of all connections between SeaTac and WSDOT (public entity) stormwater systems.

Issuance Date: July 1, 2019  
Effective Date: August 1, 2019  
Expiration Date: July 31, 2024


## Western Washington Phase II Municipal Stormwater Permit

National Pollutant Discharge Elimination System and  
State Waste Discharge General Permit for discharges from  
Small Municipal Separate Storm Sewers  
In Western Washington

State of Washington  
Department of Ecology  
Olympia, WA 98504-7600

In compliance with the provisions of  
The State of Washington Water Pollution Control Law  
Chapter 90.48 Revised Code of Washington  
and  
The Federal Water Pollution Control Act  
(The Clean Water Act)  
Title 33 United States Code, Section 1251 *et seq.*

Until this Permit expires, is modified, or revoked, Permittees that have properly obtained coverage under this Permit are authorized to discharge to waters of the State in accordance with the special and general conditions which follow.

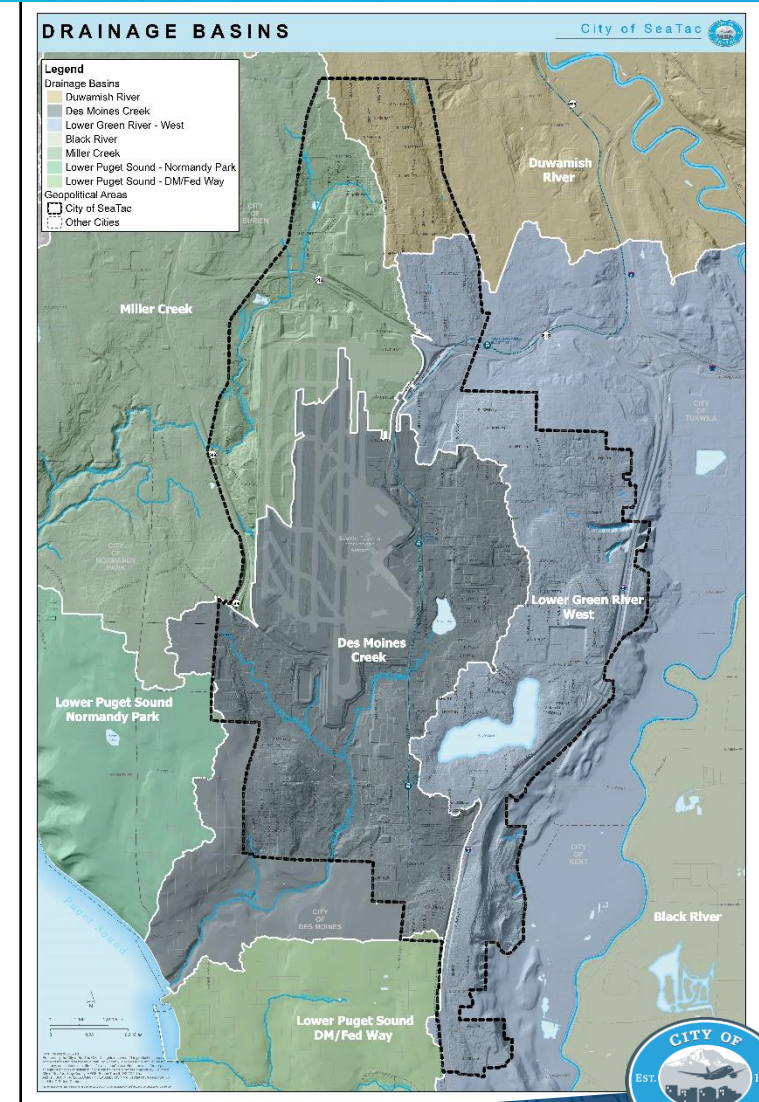
  
Heather R. Bartlett  
Water Quality Program Manager  
Department of Ecology





# STORMWATER ACTION PLANNING — FOUR ELEMENTS

1. Watershed Delineation
2. Receiving Water Assessment
3. Receiving Water Ranking/Prioritization
4. Stormwater Management Action Plan



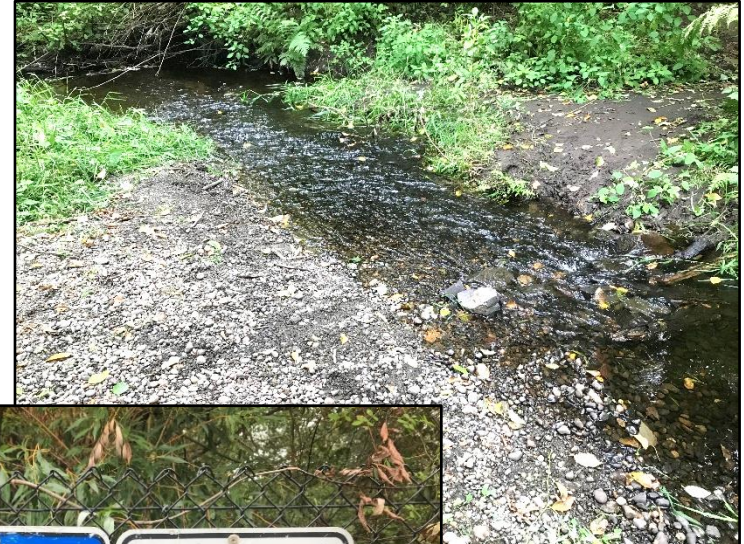




# RANKING AND PRIORITIZATION

Following assessment, watersheds are ranked and prioritized. Selection may be based on restoring highly impacted watersheds, versus preserving less impacted watersheds.

A SMAP is then developed for at least one of the identified high priority receiving water catchment areas.



# STORMWATER ACTION MANAGEMENT PLAN

A SMAP is developed to:

- Conserve, protect, restore;
- Reduce Pollutant loading;
- Address hydraulic loading; and
- Plan for future build-out conditions.

Future SMAP actions may include:




- Stormwater facility retrofits (water quality/flow control CIP facilities).
- Land management/development strategies.
- Targeted actions: inspections, maintenance, public education.



Modular Wetland

# WSDOT FUNDING STUDY

The WSDOT Funding Study will allow the City to resume collecting annual utility fees associated with state highway rights-of-way within SeaTac (per RCW 90.03.525).

-  I-5 = 227 acres
-  SR 509 = 137 acres
-  SR 518 = 102 acres

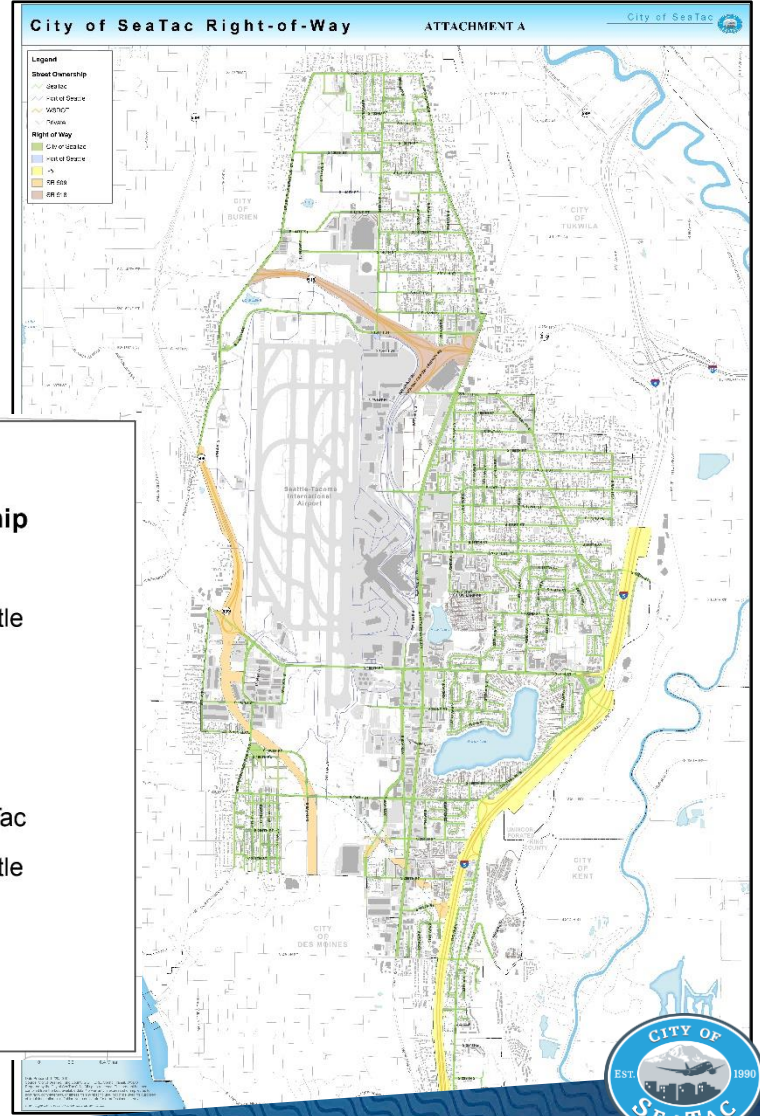
**Legend**

**Street Ownership**

-  SeaTac
-  Port of Seattle
-  WSDOT
-  Private

**Right of Way**

-  City of SeaTac
-  Port of Seattle
-  I-5
-  SR 509
-  SR 518



# WSDOT SWM ASSESSMENT FEES

## 2020 GIS Spatial Analysis for new WSDOT ROW SWM Charge

WSDOT Route	GIS ROW Area (sq ft)	GIS ROW Area (ac)	Avg GIS Impervious Area (sq ft)	Avg GIS Impervious Area (ac)	Percent Impervious (%)	Rate Class	SWM Rate (\$/ac/year)	SWM Service Charge (\$/year)
I-5	9,874,825.38	226.69	3,480,941.41	79.91	35.25%	4 (M)	\$631.87	\$143,242.19
SR 509	5,958,855.67	136.80	1,003,776.96	23.04	16.85%	3 (L)	\$305.08	\$41,733.84
SR 518	4,402,732.88	101.07	1,856,382.09	42.62	42.16%	4 (M)	\$631.87	\$63,865.14
<b>Total</b>								<b>\$248,841.17</b>

Basic SWM Total Service Charge	\$248,841.17
ROW Rate for Comparable Developed Parcels	26.3%
<b>Total Charge per RCW 90.03.525(1)</b>	<b>\$65,445.23</b>



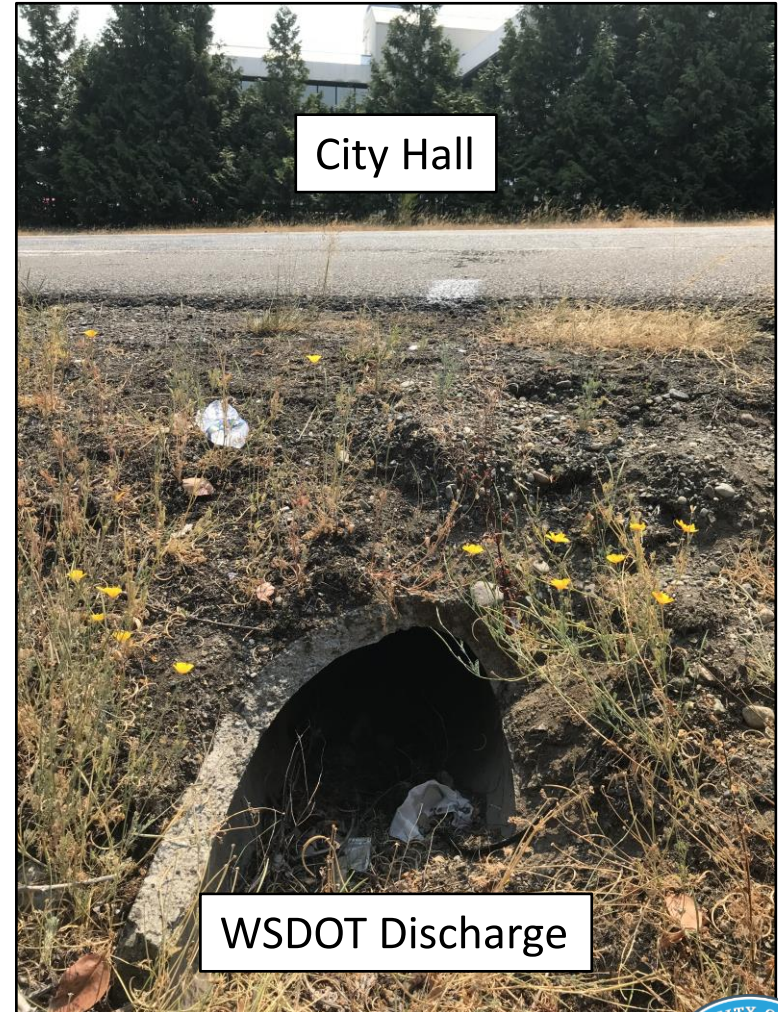
# WSDOT RIGHTS OF WAY IMPACTS

WSDOT Stormwater Impacts to SeaTac include water quality (pollution) and water quantity (flow).





# WSDOT CONNECTION EXAMPLE



# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED

- Forward this item to full Council with a recommendation to approve.





## MEMORANDUM

To: Transportation and Public Works Committee  
Through: Florendo Cabudol, City Engineer  
From: Kamal Mahmoud, Engineering Manager and Pete Kang, Civil Engineer I  
Date: 08/30/2021  
Subject: 34th Avenue S (ST-015) Construction Bid Award

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### **Purpose:**

This item is being brought before the Transportation & Public Works (T&PW) Committee for a recommendation to approve and proceed with Council review and action on a Motion to:

- Award and execute the construction contract for the 34th Avenue South Project (ST-015) with RL Alia Company.
- Authorize a contract amendment with Parametrix Inc. for design support during construction; and
- Execute a professional services contract with Gray & Osborne Inc for construction management; and
- Authorize project expenditures

Commented [PK1]: Don't know if we'll need a budget amendment. Depends on Bids and consultant fees.

### **Background:**

The 34<sup>th</sup> Avenue S Project will provide a safer route for pedestrians, bicyclists, and vehicles traveling along 34th Avenue South, from South 160th Street to South 166th Street (See Vicinity Map for Project Limits). Project improvements include the construction of sidewalk, planter strips, curb, gutter, pedestrian lighting, storm drainage facilities, pavement reconstruction, traffic calming elements, watermain replacement, and undergrounding of overhead utilities.

The project was advertised for construction on August 9, 2021, and bids were opened on August 27, 2021. A total of eight (8) bids were received with RL Alia Company being the lowest responsive and responsible bidder at \$6,046,133. The low bid is approximately 11% below the engineer's estimate for construction. In addition to the contract bid, the requested expenditure authorization also includes a construction contingency of 10%.

Due to the complexity of constructing this project and Staff's current workload, a consultant (selecting between Gray & Osborn and Perteet) is being retained to manage construction on behalf of the City. Parametrix Inc. is the engineer of record and staff is requesting to amend the existing professional services contract to include engineering design services during construction on an as-needed basis.

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A Motion is being prepared for the 9/14/21 Regular Council Meeting to seek approval to authorize the City Manager to execute a construction contract with RL Alia Company, to amend a contract with the engineer of record, Parametrix Inc, for design services during construction, to execute a contract with a consultant for construction management services and authorize total construction expenditures. The bid opening summary and the Parametrix’s scope and fee are attached for reference. Staff is currently finalizing selection of the Consultant for construction management services. Their scope and fee will be included with the other attachments for Agenda Bill 5632 for Council review and action.

Project funding and expenditure details are provided below:

**Funding**

307 Transportation CIP Fund (2021-2022)	\$8,264,214.00
Expenses paid to date (2021)	\$128,235.64
Encumbered Expenses	<u>\$9,742.42</u>
<b>Total Funding Available</b>	<b>\$8,126,235.94</b>

**Expenditures**

Construction Bid (RL Alia Company)	\$6,046,132.60
Construction Contingency (10%)	\$604,613.26
Construction Management (TBD/Estimated)	\$350,000
Design Services During Construction (Parametrix)	\$126,000
Staff Overtime	<u>\$15,000</u>
<b>Total Expenditures</b>	<b>\$7,141,745.86</b>

Note: This project has received \$2.0 million in funding through the Transportation Improvement Board and \$2.464 million of federal funding through the Safe Routes to School Program.

Highline Water District will reimburse the City (approximately \$770,959 + 10%) for actual costs incurred for construction of their watermain.

**CITY OF SEATAC  
 BID OPENING SUMMARY SHEET**

CALL FOR BIDS on: 34<sup>th</sup> Avenue South, South 166<sup>th</sup> Street to South 160<sup>th</sup> Street (ST-015)

Department/Contact: Public Works Engineering / Pete Kang

Ad Date/ Publication: Seattle Times and Daily Journal of Commerce – August 2 and 9, 2021

Submission Deadline: 11:00 a.m., August 27, 2021

Bid Opening: 1:00 p.m., August 27, 2021

Estimate: \$6,756,159.32

**BIDS RECEIVED FROM:**

Name/Address	Date/Time Method	Summary
Road Construction Northwest, Inc. PO Box 2228 Renton, WA 98056	08/27/2021 10:16 a.m. Hand delivered	<u>X</u> Bid Bond <u>1</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$6,744,621.03
Gary Merlino Construction Company 9125 10 <sup>th</sup> Ave S Seattle, WA 98108	08/27/2021 10:30 a.m. Hand delivered	<u>X</u> Bid Bond <u>2</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$8,379,320.38
SCI Infrastructure, LLC 2821 S 154 <sup>th</sup> St SeaTac, WA 98188	08/27/2021 10:49 a.m. Hand delivered	<u>X</u> Bid Bond <u>2</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$6,225,060.00
Laser Underground & Earthworks 20417 87 <sup>th</sup> Ave SE Snohomish, WA 98296	08/27/2021 10:50 a.m. Hand delivered	<u>X</u> Bid Bond <u>2</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$7,053,184.35
Johansen Construction Co. PO Box 674 Buckley, WA 98321	08/27/2021 10:51 a.m. Hand delivered	<u>X</u> Bid Bond <u>2</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$8,287,008.33
Tucci & Sons Inc 4224 Waller Road Tacoma, WA 98443	08/27/2021 10:51 a.m. Hand delivered	<u>X</u> Bid Bond <u>2</u> 2 Addenda <u>X</u> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$7,033,194.68

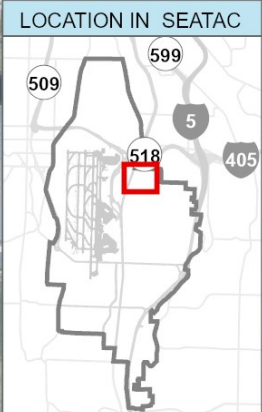
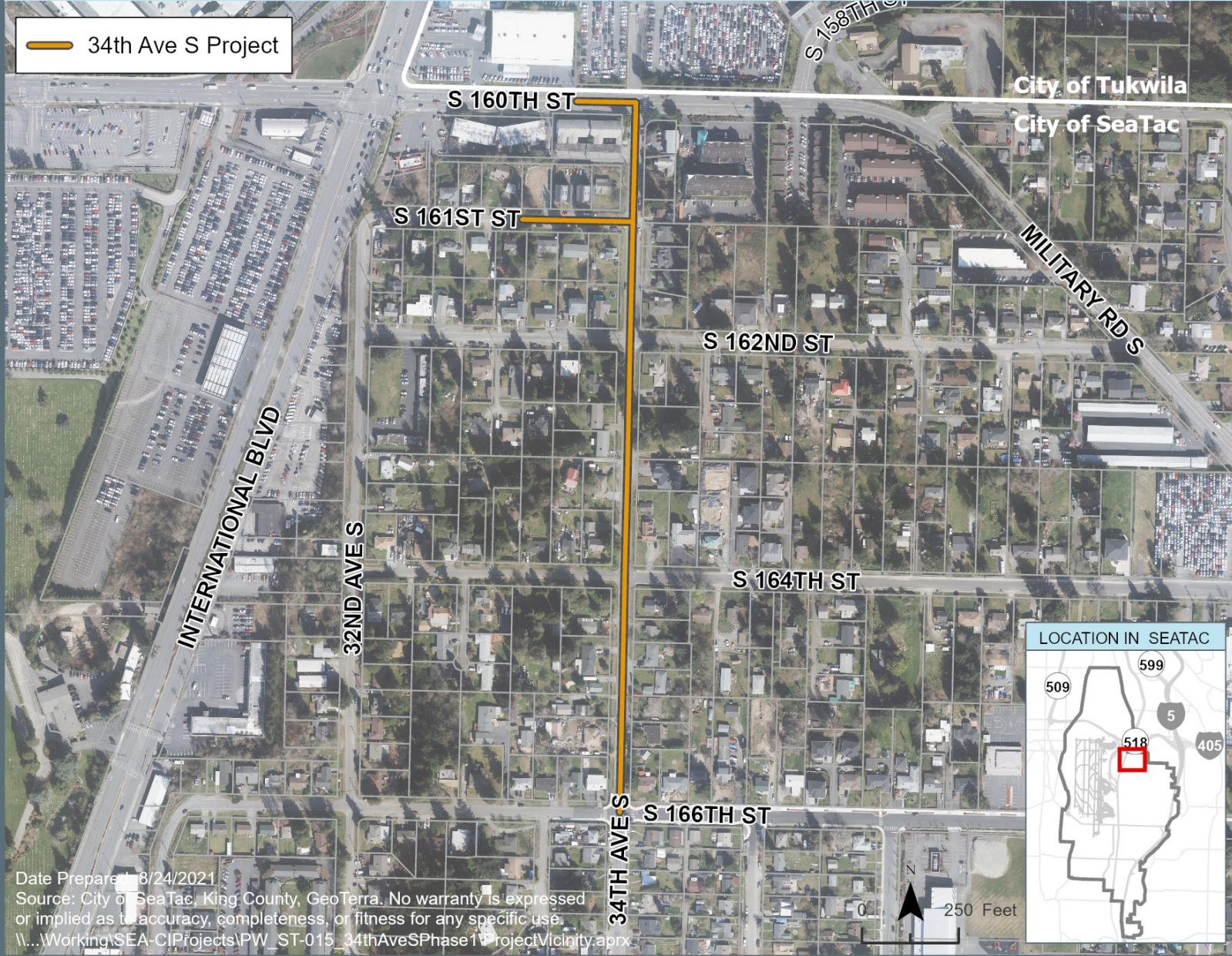
Name/Address	Date/Time Method	Summary
RL Alia Company 10831 SE 181 <sup>st</sup> St Renton, WA 98055	08/27/2021 10:56 a.m. Hand delivered	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> 2 Addenda <input checked="" type="checkbox"/> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$6,046,132.60 <b>Apparent Low Bidder</b>
ACI PO Box 430 Puyallup, WA 98371	08/27/2021 10:56 a.m. Hand delivered	<input checked="" type="checkbox"/> Bid Bond <input checked="" type="checkbox"/> 2 Addenda <input checked="" type="checkbox"/> Disadvantaged Business Enterprise Utilization Certification (WSDOT 272-056)  \$7,825,825.00

**VICINITY MAP**  
34th Ave S Phase 1

City of SeaTac



34th Ave S Project



Date Prepared: 8/24/2021  
Source: City of SeaTac, King County, GeoTerra. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use.  
\\...Working\SEA-CIP\Projects\PW\_ST-015\_34thAveSPhase1\Project\Vicinity.aprx

# DRAFT SCOPE OF WORK

City of SeaTac  
34<sup>th</sup> Avenue S  
PHASE 3 - Construction Assistance

## GENERAL

Parametrix, Inc. (CONSULTANT) will provide Pre-Construction Services (PCS) and Construction Assistance (CA). These services are intended to support the City of SeaTac (AGENCY) and their Construction Manager, Gray & Osbourne, during construction of 34<sup>th</sup> Avenue South. These services are based upon the understanding that the AGENCY and Gray & Osbourne will coordinate directly with the Contractor for the construction project work. The AGENCY will be involved in the construction process to make decisions, provide approvals, and perform other actions as needed for completion of construction. These services are also based upon the AGENCY executing a contract for construction with the Contractor that is consistent with the Consultant Agreement and with these services, and which provides the requisite authority for CONSULTANT to fulfill its responsibilities.

*This scope of work and associated budget also incorporates additional design work that took place due to incorporation of constructability review comments after the 100% submittal, and additional right of way support work by Universal Field Services to reappraise the Julienne Apartment building.*

## PERIOD OF PERFORMANCE

The services under this scope of services will commence upon the receipt of a Notice to Proceed and extend through **a period of 18 months**. CONSULTANT's ability to meet this schedule is contingent upon the Contractor's activities.

CONSULTANT's services are also based upon the schedule or duration of construction of **320 working days** anticipated at the time that these services are agreed upon. Deviations from the anticipated schedule or duration of construction will affect the scope of these services and CONSULTANT's compensation for the services and will require an adjustment. CONSULTANT will not perform services beyond the agreed upon contract amount without written authorization from the AGENCY. The level of effort to perform the work described is based on a standard 5-day work week and standard 8-hour workday.

## TASK 01 – PROJECT MANAGEMENT AND COORDINATION

### 1.1 General Project Management

This task includes overall project management of CONSULTANT's contract with the AGENCY including the following:

- *Budget and Schedule Tracking* – Track the project budget using CONSULTANT's in-house tools to verify that progress is keeping pace with spending.
- *Monthly Progress Reports* – Prepare monthly progress reports for distribution to the AGENCY. Prepare a monthly invoice for services performed by CONSULTANT and its subconsultants (if applicable).



- *Correspondence* – General correspondence as needed to document project management issues and/or concerns, assuming 2 hours per month.
- *Quality Assurance/Quality Control* – Perform independent quality assurance/quality control review of key deliverables by senior staff.

### Deliverables

- Monthly Progress Reports (18 reports assumed based on contract end date specified above).

## TASK 02 – PRECONSTRUCTION SERVICES

### 2.1 Addendums

CONSULTANT shall prepare up to two (2) addendums during the bidding process.

### 2.2 Conformed Documents

CONSULTANT shall prepare one full sized set and one electronic copy of conformed documents.

### Deliverables

- One full sized set and one PDF copy of conformed documents

### Assumptions

- The AGENCY shall be responsible for additional copies

### 2.3 Pre-Construction Conference

CONSULTANT shall attend one pre-construction conference with the Contractor and Gray & Osbourne to review the project communication, coordination, and other procedures; as well as discuss the Contractor's general work plan and requirements for the project. CONSULTANT will provide two attendees: the project manager and utility engineer.

### Deliverables

- Preparation of 2 Addendums.

### Assumptions

- The AGENCY and Gray & Osbourne shall arrange the pre-construction conference, including issuing invitations, preparation of agendas, and preparation of meeting minutes.

## TASK 03 – CONSTRUCTION SERVICES

### 3.1 General Support

CONSULTANT will provide services to assist in responding to design questions during construction.

Because of the unknown level of effort needed for construction assistance, a placeholder of 10 hours project manager time, 80 hours of design engineering time and 60 hours of utility coordination/engineering have been

included in the budget. Should the level of effort exceed these hours, the CONSULTANT will notify the AGENCY prior to commencing work to determine the additional effort needed.

### 3.2 Project Site Meetings

CONSULTANT will attend up to 5 construction meetings and 5 field visits. Meetings and field visits will be attended by either the project manager or utility engineer, and last up to two hours.

## TASK 04 – RECORD DRAWINGS

### 4.1 Record Drawings

This task includes providing as-built plans upon final construction.

CONSULTANT will prepare preliminary record drawings of the project construction. The preliminary record drawing submittal will consist of one full-size set of contract plans, one electronic copy of the AutoCAD files, and the field modification mark-up set. AGENCY will review and provide comments and/or recommendations for change or correction. CONSULTANT will make all corrections and resubmit one set of final prints, one electronic copy, and the redline comment set.

#### Assumptions

- The AGENCY will provide redlined for the record drawings summarized in one set of plan sheets.
- AutoCAD/Civil 3D software will be used for electronic plan preparation.
- No other outside agency will review and comment on the plans.
- No meetings or field visits are anticipated for this task.

#### Deliverables

- A preliminary record drawing submittal, including one full-sized plan set, one AutoCAD file and the original field modification mark-up set.
- A final record drawing submittal. This design submittal will include the incorporation of review comments by the AGENCY from the preliminary submittal and include one full-sized plan set, one AutoCAD file and the redline comment set.

## TASK 05 – MANAGEMENT RESERVE FUND

Due to the complexity and character of the project, AGENCY may require additional services from CONSULTANT for unanticipated and/or out of scope work items which could include, but are not limited to, changes/additions to environmental documents, geotechnical investigations, additional right of way acquisitions, roadway alignments, community and developer involvement, streetscape design or other unanticipated tasks beyond those identified in the above scope of work. CONSULTANT shall not proceed with the work under this task until the AGENCY reviewed the proposal for the additional work, has further authorized the work and issued the CONSULTANT a notice to proceed with the work.

### Assumptions

- To be determined with each AGENCY authorization of funds from this task.

### Deliverables

- To be determined with each AGENCY authorization of funds from this task.

DRAFT

Client: City of SeaTac  
 Project: Military Road S 152nd Street  
 Project No:

## 34th Avenue S

### DRAFT Construction Assistance Budget

					Cynthia Clark	Lauren Jones	Jack Wright	Clara Dubow	Sarah Cracken burger	Amanda Lucas
					Sr Consultant	Project Controls Specialist	Senior Engineer	Engineer III	Project Accountant	Sr Publications Specialist
					\$245.95	\$91.70	\$173.34	\$111.80	\$89.84	\$95.71
Phase	Task	Description	Billing Rates (per original contract): Labor Dollars	Labor Hours						
<b>3</b>		<b>Construction Assistance</b>		<b>487</b>						
3	1	Project Management	\$30,404.58	150	108	18	0	0	18	6
	1.1	<i>Budget &amp; Schedule Tracking</i>	\$4,427.10	18	18					
	1.1	<i>Monthly Progress</i>	\$8,269.08	60	18	18			18	6
	1.1	<i>Misc. Correspondence (4 hours per month)</i>	\$17,708.40	72	72					
3	2	Preconstruction Services	\$10,588.44	63	26	3	4	22	0	8
	2.1	<i>Addendums</i>	\$5,142.60	22	20			2		
	2.2	<i>Conformed Documents</i>	\$3,321.48	29	2	3		16		8
	2.3	<i>Pre-Construction Conference</i>	\$2,124.36	12	4		4	4		
3	3	Construction Services	\$30,189.70	190	30	0	80	80	0	0
	3.1	<i>General Support</i>	\$21,803.90	150	10		60	80		
	3.2	<i>Project Site Meetings</i>	\$8,385.80	40	20		20			
			\$0.00	0						
3	4	Record Drawings	\$11,457.20	84	16	4	0	64	0	0
	4.1	<i>Preliminary Submittal</i>	\$6,623.00	50	8	2		40		
	4.1	<i>Final Submittal</i>	\$4,834.20	34	8	2		24		
			\$0.00	0						
	5	Management Reserve Fund - See below	\$0.00	0						

<b>Labor Totals:</b>	<b>\$82,639.92</b>	<b>487</b>	<b>180</b>	<b>25</b>	<b>84</b>	<b>166</b>	<b>18</b>	<b>14</b>
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**DIRECT EXPENSES:**

<u>Description</u>	<u>Amount</u>
Mileage	\$1,171.91
Management Reserve Fund	\$20,000.00
<b>Expense Total:</b>	<b>\$21,171.91</b>

Support During Construction Bidding and Award \$22,188.17

**Project Total:** **\$126,000.00**



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Florendo Cabudol, City Engineer  
Date: Sept 2, 2021  
Subject: Highline Water District Interlocal Agreement for 34th Avenue S Project (ST-015)

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## **Purpose:**

To obtain Committee recommendation to forward an Interlocal Agreement (ILA) with Highline Water District for 34th Avenue South Project (ST-015) to the September 14 Regular Council Meeting Consent Agenda.

The subject ILA was brought before the T&PW Committee on August 5, 2021 and approved to be forwarded to Council with a Committee recommendation for approval. This item is back before Committee to request that it be placed on the Sept 1, 2021 RCM Consent Agenda due to the high number of agenda items at this meeting. This agenda item is well suited for placement on the Consent Agenda and may be pulled at the Council meeting by any member if there are additional questions. Additionally, award of the capital project (34<sup>th</sup> Ave S Project) that this ILA is associated with will be presented at the Sept 14, 2021 RCM, providing an additional opportunity to address any questions that Council may have.

## **Background:**

The 34th Avenue S Project (ST-015) will provide a safer route for pedestrians, bicyclists, and vehicles traveling along 34th Avenue South, from South 160th Street to South 166th Street. Improvements include sidewalk, curb, gutter, planter strip, pedestrian lighting, pavement reconstruction, stormwater facilities and conversion of overhead power and telecommunication services to underground distribution.

During the design phase, the City reaches out to all utility providers operating in the right-of-way (ROW) and informs them of the opportunity to coordinate work within the ROW ahead of the project. Once the roadway work is complete, there is a 5-year moratorium put in place on the roadway that is intended to strongly discourage any work that would negatively impact the new pavement.

Highline Water District operates and maintains water distribution facilities within the City's ROW in the vicinity of the project and had coordinated with the City to install water distribution facilities within the Project limits, ahead of the project. After reviewing the Water District's scope of work, Public Works is recommending that the District's work be included in the City's project as a separate schedule within the City's Construction Contract. The District would be responsible for all costs associated with their schedule of work including all costs incurred by the city to administer this work. Both parties can achieve cost savings and benefits in the public's interest by combining the construction of the City and District projects.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEATAC AND HIGHLINE WATER  
DISTRICT FOR CONSTRUCTION OF WATER DISTRIBUTION FACILITIES AS PART OF  
34TH AVENUE S PROJECT  
SEATAC PUBLIC WORKS CIP ST-015**

THIS AGREEMENT ("Agreement") is entered into between the **City of SeaTac**, a Washington Municipal Corporation, located and doing business at 4800 South 188th Street, SeaTac, Washington 98188 ("CITY") and **Highline Water District**, a Washington Municipal Corporation, located and doing business at 23828 30<sup>th</sup> Avenue South, Kent, Washington 98032 ("DISTRICT"); (individually a "Party" and collectively the "Parties").

**RECITALS**

- A. Whereas, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities; and
- B. Whereas, the CITY is constructing roadway improvements along 34<sup>th</sup> Ave S between S 160<sup>th</sup> St and S 166<sup>th</sup> St within the City of SeaTac, Washington ("PROJECT").
- C. Whereas, the DISTRICT operates and maintains water distribution facilities within the CITY's right-of-way in the vicinity of the PROJECT.
- D. Whereas, the DISTRICT desires to install water distribution facilities ("DISTRICT WORK") within the Project limits.
- E. Whereas, the CITY is willing to include the installation of the DISTRICT WORK as part of the Project conditioned upon the District reimbursing the CITY for the cost to administer and install the DISTRICT WORK.
- F. Whereas, the Parties can achieve cost savings and benefits in the public's interest by combining construction of PROJECT and DISTRICT WORK.

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

**AGREEMENT**

**Section 1. General:** The CITY, as agent acting for and on behalf of the DISTRICT, agrees to perform the DISTRICT WORK, in accordance with and as described in the Scope of Work marked **Exhibit A** and Plans and Specifications marked **Exhibit B** attached hereto, which by this reference are made a part of this Agreement.

**Section 2. Construction Plans:** The DISTRICT WORK entails installation of approximately 2,500 linear feet of new ductile iron water main and appurtenances including valves, fittings, new service connections, and water hydrant assemblies removal and disposal of 2,500 lineal feet of

City of SeaTac/Highline Water District Interlocal Agreement, Page 1  
34th Avenue S, Public Works Project ST-015

existing water main and appurtenances. Work will also include asphalt pavement restoration, traffic control, erosion and sediment control, construction surveying, and connection to the existing water system. Plans, specifications and cost estimates for the DISTRICT WORK have been prepared by the DISTRICT generally in accordance with the 2021 State of Washington Standard Specifications for Road, Bridge and Municipal Construction, DISTRICT Standard Specifications as applicable, and adopted design standards ("Plans and Specifications"). The DISTRICT hereby approves the Scope of Work for the DISTRICT WORK as described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work").

**Section 3. Bidding and Construction:** The CITY is hereby designated the DISTRICT's construction agent for the DISTRICT WORK. The CITY will incorporate the DISTRICT's Plans and Specifications into the Project as a separate bid schedule (Schedule B) to the PROJECT contract in such a manner as to allow, to the greatest extent possible, identification of cost allocations between the respective work for the Parties. The CITY shall thereafter advertise the resulting Project for competitive bid. Bid award shall be made to the lowest responsible responsive bidder for the total project, subject to applicable laws and regulations. Changes in the DISTRICT WORK and associated costs will be the responsibility of the DISTRICT, as are cost overruns and expenses associated with the DISTRICT WORK. Following the CITY's receipt of bids for the Project work, the CITY shall furnish the DISTRICT with the bid, bid prices, and the list of contractors and subcontractors for the DISTRICT WORK. DISTRICT shall review the bid documents and notify the CITY in writing within ten (10) business days of the receipt of the bid whether the DISTRICT approves or rejects the bid(s) for the DISTRICT WORK.

- a. **DISTRICT Rejection of Bid.** The DISTRICT has the right to reject the bid if the bid exceeds the engineer's estimate for the DISTRICT WORK by 50% as shown as Schedule B on **Exhibit C** ("Cost of Work" or "Engineer's Estimate"). The CITY shall not proceed with the DISTRICT WORK if the lowest bid for the DISTRICT WORK is 50% above the estimate and the CITY has received written notification from the DISTRICT within ten (10) business days of delivery of notice of the bid amount that the DISTRICT is rejecting the bid(s). The DISTRICT shall pay the CITY for the cost to rebid the PROJECT, not to exceed \$10,000.

Following rejection of a bid, the DISTRICT may elect not to proceed with the DISTRICT WORK or may select its own contractor to do the DISTRICT WORK. If the DISTRICT proceeds with the DISTRICT WORK following rejection of the initial bid, the DISTRICT will complete the portion of the DISTRICT WORK within Ninety (90) calendar days from the time the DISTRICT rejects the competitive bid.

- b. **DISTRICT Acceptance of the Bid.** If the DISTRICT accepts the bid and the Project contract is awarded, the CITY will administer and manage the contract. As construction agent, the CITY will perform all engineering, survey and field inspections and shall make all payments to the Contractor. The CITY will keep the DISTRICT advised as to the progress of the Project. After consultation with the DISTRICT, the CITY shall have final judgment and decision-making authority related to the work of the Contractor.



**Section 4. Authority to Construct:** Subject to the provisions in Section 3 herein, the DISTRICT hereby authorizes the CITY to proceed with construction in accordance with **Exhibits A, B and C** for the purpose intended by this Agreement, and as further described in Section 8.

**Section 5. Inspection by District:** The DISTRICT may furnish an inspector on the Project. Any costs for such inspection will be borne solely by the DISTRICT. All contact between the DISTRICT's inspector and the CITY's Contractor shall be through the CITY's representatives.

**Section 6. Acceptance:** The CITY shall conduct a field review of each constructed facility with representatives of the DISTRICT and shall further require all punchlist items to be corrected to the satisfaction of the DISTRICT and the CITY before final acceptance by the CITY. The DISTRICT agrees, upon satisfactory completion of the work involved as determined by the DISTRICT, to deliver a Letter of Acceptance of the DISTRICT WORK to the CITY. The DISTRICT's acceptance of the DISTRICT WORK shall not constitute acceptance of any unauthorized or defective work or materials, nor be a waiver of any manufacturer's, supplier's or contractors' warranties. Final acceptance of the Project shall be by the CITY after inspection by all agencies involved.

**Section 7. Payment:** The DISTRICT, in consideration of the faithful performance of the DISTRICT WORK to be done by the CITY, agrees to reimburse the CITY for the actual direct construction costs and sales tax of all work specified as Schedule B in **Exhibit C** plus Ten Percent (10%) of the final construction cost to cover Construction Management costs (e.g., project management, construction administration, inspection and testing). Payment shall be made by the DISTRICT to the CITY within thirty (30) calendar days of the DISTRICT's acceptance of the DISTRICT WORK as referenced in Section 6, upon the request of the CITY.

**Section 8. Extra Work:** If unforeseen causes require an increase in the DISTRICT's cost obligation of twenty-five percent (25%) or more from the cost included as Schedule B in **Exhibit C**, this Agreement shall be modified and amended by supplemental agreement covering the increased cost for the DISTRICT WORK. In the event it is determined that any "substantial change" from the description of the work contained in the Agreement is required, the CITY shall obtain written approval from the DISTRICT before undertaking such additional or changed work. "Substantial change" is defined as any changes requiring an increase in the DISTRICT's financial obligation (per **Exhibit C**) greater than twenty-five percent (25%). The CITY shall provide prior written notice to the DISTRICT for all changes to the DISTRICT's portion of the work regardless of the financial obligation.

**Section 9. Emergency Repairs:** Prior to CITY's acceptance of Contractor's work, if there is a need for emergency repair and the CITY's Contractor is unable to perform such repair in a timely manner, the DISTRICT shall have the right to enter upon the CITY's right-of-way and complete said emergency repair. Emergency repairs are defined as work performed by CITY or DISTRICT forces to stabilize, remove immediate hazards or dangers by cutting and capping water mains, and restoring immediate utility services to customers in the area. Upon completion of any emergency repairs by the CITY or the DISTRICT, the CITY and the DISTRICT shall cooperatively determine each Party's financial responsibility.

**Section 10. Ownership of Completed Lines:** The CITY agrees that the waterline and appurtenances become the property of the DISTRICT on the date the CITY receives full payment for the DISTRICT WORK or the CITY grants final acceptance of the DISTRICT work, whichever is later. The CITY shall forward and assign to the DISTRICT any guarantee or warranty furnished as a normal trade practice in connection with the purchase of any equipment, materials, or items used in the construction of the Project. The CITY shall submit redline drawings to the DISTRICT upon completion of the Project for DISTRICT review and approval. The CITY's Contractor shall warrant the workmanship and materials utilized in the Improvements to be free of defects for a period of one (1) year from the date of transfer; provided the DISTRICT shall retain any rights, claims or demands the DISTRICT may have against the CITY's contractor relating to the DISTRICT's work under applicable statutes of limitation.

**Section 11. Legal Relations/Indemnification:** The CITY and the DISTRICT agree to defend, save, keep, and hold harmless the other, its officers, agents, employees, and volunteers from and against any and all damages, costs or expenses in law or equity that may any time arise out of or related to damages to property or personal injury received by reason of, or in the course of, or which may be occasioned by any willful or negligent act or omission of either Party arising out of the activities which are the subject of this Agreement.

In the event the DISTRICT accepts the bid and proceeds with the PROJECT using the CITY'S contractor, the CITY shall require the contractor constructing the Project to have the DISTRICT, its elected and appointed officers, agents and employees named as an insured on all policies of insurance to be maintained by Contractor(s) under the terms of any Project contract(s), with the CITY's Contractor building the Project required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance and Workers Compensation. The Contractor shall provide the CITY with either a certified copy of all policies with endorsements attached or a Certificate of Insurance with endorsements attached as are necessary to comply with the contract specifications. The CITY shall provide the DISTRICT with copies of all such policies and documents upon receipt of same by the CITY.

The CITY shall require the contractor building the Project to indemnify, defend, and save harmless the DISTRICT and its elected and appointed officers, agents, or employees from any claim, damage, action, liability of proceeding brought or filed against the DISTRICT or its officers, agents or employees alleging damage or injury arising out of the contractor's participation in the Project. The Contractor shall also be required to waive the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to the DISTRICT solely for the purposes of the indemnification.

**Section 12. Resolution of Disputes and Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court located at the Kent Regional Justice Center in Kent, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall pay all of its own legal

costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law, provided, however, nothing in this paragraph shall be construed to limit the CITY's or DISTRICT's right to indemnification under Section 11 of this Agreement.

**Section 13. Written Notice:** Any notice under this Agreement will be in writing and shall be delivered by mail or hand delivery (copies may be emailed) to the parties as specified below:

**If to the DISTRICT:** Highline Water District  
23828 30th Avenue South  
Kent, WA 98032-3867  
Attn: Jeremy DelMar, Assistant General Manager  
Email: jdelmar@highlinewater.org

**If to the CITY:** City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
Attn: Florendo Cabudol, City Engineer  
Email: fcabudol@seatacwa.gov

Either party may change the above addresses to which notices are sent by giving notice of such change to the other party in accordance with the provisions of this Section.

**Section 14. Assignment:** Any assignment of this Agreement by either Party without the prior written consent of the non-assigning Party shall be void.

**Section 15. Modification:** No waiver, alteration, or modification of any of the provisions for the Agreement shall be binding unless in writing and signed by a duly authorized representative of the CITY and the DISTRICT.

**Section 16. Entire Agreement:** The written provisions and terms of this Agreement together with any attached Exhibits, shall supersede all prior verbal statements of any officer or other representative of either Party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This document, including all Exhibits, is the entire Agreement between the Parties. Should any language in any of the Exhibits to the Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

**Section 17. Effective Date:** This Agreement shall be effective as to all Parties on the last date signed below ("Effective Date").

**IN WITNESS WHEREOF, this Agreement** is executed by the Parties by their authorized officers indicated below

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SEATAC

HIGHLINE WATER DISTRICT

\_\_\_\_\_  
Carl Cole  
City Manager

*Matt Everett*  
\_\_\_\_\_  
Matt Everett  
General Manager

Date Signed \_\_\_\_\_

Date Signed 8/17/21

Approved as to form:

\_\_\_\_\_  
Mary E. Mirante Bartolo  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**CITY PROJECT**

The scope of the City's PROJECT is to is to construct new roadway improvements along 34<sup>th</sup> Ave S from S 160<sup>th</sup> St to S 166<sup>th</sup> St. Work will include but not limited to traffic control, temporary erosion and sediment control; pavement planing, repair and overlay; pavement reconstruction, installation of illumination and rectangular rapid flashing beacon (RRFB) systems, construction of curb, gutter and cement concrete sidewalk, wheelchair ramps, installation of walls, storm drainage improvements; utility undergrounding; signage; pavement marking, and other work to complete the project, and other work described in the construction documents.

**DISTRICT WORK**

The scope of the DISTRICT WORK includes the installation of approximately 2,500 linear feet of 12-inch and smaller diameter ductile iron water main, including fittings, valves, hydrants, services, and other water system appurtenances, as described in the Plans and Specifications prepared by Parametrix, Inc. The DISTRICT will remove the existing water main to be replaced as part of the DISTRICT WORK.

**CONSTRUCTION WORK SCHEDULE**

The estimated start date for construction of the PROJECT, including DISTRICT WORK is **September 2021**. The anticipated duration is 320 working days.

**EXHIBIT B**


**PLANS AND SPECIFICATIONS**

The Plans and Specifications for the District Work shall be the advertisement-ready documents as prepared by Parametrix, Inc. and issued by the District and incorporated into the PROJECT, including any addenda or amendments thereto.

**Plans and Specifications are available for review in the City Clerk's Office.**


**EXHIBIT C**  
**COST OF WORK**  
**DISTRICT BID SCHEDULE B**

## Ad-Ready Estimate of Probable Cost

<b>Project Name</b> 34th Ave S		<b>Project No.</b> 214-2078-008	<b>Date</b> July 08, 2021
<b>Location</b> SeaTac, WA			
<b>Owner</b> City of SeaTac			
<b>Estimated By:</b> Clara Dubow <b>Date:</b> 6/23/2021		<b>Checked By:</b> Cindy Clark, PE <b>Date:</b> 7/8/2021	

ITEM NO.	WSDOT STD ITEM	ITEM TYPE	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
A-001	7728	SP	1-04	Minor Change	1	CALC	\$25,000	\$25,000
A-002		SP	1-05	Record Drawings (Min. Bid \$2000)	1	LS	\$2,000	\$2,000
A-003	7038	SP	1-05	Roadway Surveying	1	LS	\$25,000	\$25,000
A-004	7042	GSP	1-05	ADA Features Surveying	1	LS	\$20,000	\$20,000
A-005		SP	1-07	Resolution of Utility Conflicts	1	FA	\$35,000	\$29,000
A-006	7736	SI	1-07	SPCC Plan	1	LS	\$2,000	\$2,000
A-007		SP	1-07	Notifications to Property Owners	1	LS	\$4,000	\$4,000
A-008			1-07	Training	400	HR	\$15	\$6,000
A-009			1-09	COVID Health and Safety Plan	1	LS	\$2,000	\$2,000
A-010	1	SI	1-09	Mobilization	1	LS	\$346,451	\$346,451
A-011	6974	GSP, SP	1-10	Traffic Control Supervisor	1	LS	\$62,640	\$62,640
A-012		SP	1-10	Flaggers and Spotters	7,680	HR	\$50	\$384,000
A-013		SP	1-10	Temporary Traffic Control Devices	1	LS	\$20,000	\$20,000
A-014		SP	1-10	Off-Duty Police Officer with Vehicle	80	HR	\$75	\$6,000
A-015	6993	SP	1-10	Portable Changeable Message Sign	23,000	HR	\$2	\$38,400
A-016		SI	1-10	Other Temporary Traffic Control	1	LS	\$10,000	\$10,000
A-017	25	SI	2-01	Clearing and Grubbing	1	LS	\$27,000	\$27,000
A-018	7480	SI	2-01	Roadside Cleanup	1	EST	\$5,000	\$5,000
A-019		SP	2-01	Removing Tree 12 In. Caliper or Larger Incl. Haul	17	EA	\$1,500	\$25,500
A-020	50	SI, SP	2-02	Removal of Structures and Obstructions	1	LS	\$39,000	\$39,000
A-021		SP	2-02	Removal of Storm Structure	13	EA	\$500	\$6,500
A-022		SP	2-02	Removal of Storm Pipe/Culvert	1680	LF	\$20	\$33,600
A-023		SP	2-02	Removal of Curb and Gutter	194	LF	\$5	\$970
A-024		SP	2-02	Removal of Asphalt Pavement	5000	SY	\$5	\$25,000
A-025		SP	2-02	Removal of Cement Conc.	242	SY	\$5	\$1,210
A-026	310	SI	2-03	Roadway Excavation Incl. Haul	2844	CY	\$45	\$127,982
A-027	431	SI	2-03	Gravel Borrow Incl. Haul	3,805	TON	\$40	\$152,208
A-028		SI	2-03	Unsuitable Foundation Excavation Incl. Haul	215	CY	\$50	\$10,773
A-029	7008	SI	2-09	Shoring or Extra Excavation Class B	42,074	SF	\$7	\$294,518
A-030		SP	2-09	Locate Existing Utilities	1	LS	\$35,000	\$35,000
A-031		SP	2-09	Pothole	20	EA	\$1,800	\$36,000
A-032	7491	SP	2-11	Trimming and Cleanup	1	LS	\$8,000	\$8,000
A-033	5120	SI	4-04	Crushed Surfacing Top Course	4,410	TON	\$45	\$198,450
A-034		SI	4-04	Permeable Ballast	333	TON	\$30	\$9,990
A-035	5767	SI, GSP	5-04	HMA Cl. 1/2 In. PG 58H-22	1,370	TON	\$160.00	\$219,200
A-036		SP	5-04	Temporary HMA CL 1/2 In. PG 58H-22	593	TON	\$100	\$59,259
A-037	1945	SP	6-06	Pedestrian Handrail	151	LF	\$150	\$22,605
A-038		SP	6-11	Cast-In-Place Fill Wall	925	SF	\$150	\$138,750
A-039		SP	6-11	Cast-In-Place Cut Wall	754	SF	\$150	\$113,100
A-040		SP	7-04	TV Inspection and Report	1	LS	\$2,500	\$2,500
A-041		SP	7-04	SDR 35 Storm Sewer Pipe 6 In. Diam.	40	LF	\$40	\$1,600
A-042	3577	SI, SP	7-04	Polypropylene Storm Sewer Pipe 12 In. Diam.	2,770	LF	\$55	\$152,350
A-043	3774	SI, SP	7-04	Ductile Iron Sewer Pipe 12 In. Diam.	307	LF	\$65	\$19,955
A-044	3091	SI	7-05	Catch Basin Type 1	32	EA	\$1,800	\$57,600
A-045	3090	SI	7-05	Catch Basin Type 1L	2	EA	\$1,500	\$3,000
A-046	3090	SI	7-05	Catch Basin Type 2 48 In. Diam.	11	EA	\$2,500	\$27,500
A-047	9605	SI	7-05	Connection to Drainage Structure	4	EA	\$200	\$800
A-048		SP	7-05	Linear Storm Chamber	1	LS	\$40,000	\$40,000
A-049		SP	7-05	Adjust Valve Box	17	EA	\$400	\$6,800
A-050	3080	SI	7-05	Adjust Manhole	6	EA	\$500	\$3,000
A-051		SP	7-05	Tree Box Biofiltration Unit	3	EA	\$25,000	\$75,000
A-052		SP	7-05	Area Drain	2	EA	\$900	\$1,800
A-053	3810	SI	7-05	Removal and Replacement of Unsuitable Material Incl. Haul	457	CY	\$30	\$13,710
A-054		SP	7-08	CSBC for Trench Backfill Incl. Haul	422	TON	\$45	\$18,975
A-055		SI, SP	8-01	TESC/SWPPP	1	LS	\$5,000	\$5,000
A-056	6490	SI, SP	8-01	Erosion/Water Pollution Control	1	LS	\$180,000	\$180,000
A-057	6471	SI, SP	8-01	Inlet Protection	24	EA	\$25	\$600
A-058	6403	SI, SP	8-01	ESC Lead	1	LS	\$5,000	\$10,000
A-059		SI	8-02	Property Restoration	1	FA	\$25,000	\$25,000
A-060	6414	SI, SP	8-02	Seeding, Fertilizing, and Mulching Inc. Water	0	AC	\$5,000	\$1,000
A-061		SI, SP	8-02	PSIPE Malus Tschonoskii	45.0	EA	\$350	\$15,750
A-062		SI, SP	8-02	PSIPE Berberis Thunbergii 'Barberry'	235	EA	\$20	\$4,700
A-063		SI, SP	8-02	PSIPE Geranium Acromihizum 'Ingwersen's'	1,290	EA	\$17	\$21,930
A-064		SI, SP	8-02	PSIPE Nandina Domestica 'Harbor Dwarf'	358	EA	\$20	\$7,160
A-065		SI, SP	8-02	PSIPE Philadelphus Lewisii 'Mock Orange'	3	EA	\$25	\$75
A-066	6407	SI, SP	8-02	Topsoil Type A	230	CY	\$45	\$10,350
A-067	6580	SI, SP	8-02	Bark or Wood Chip Mulch	80	CY	\$45	\$3,600
A-068		SP	8-02	Root Barrier	900	LF	\$70	\$63,000
A-069			6071	Irrigation System	1	LS	\$50,000	\$50,000
A-070	6700	SI	8-04	Cement Conc. Traffic Curb and Gutter	4,727	LF	\$30	\$141,810
A-071	6707	SI	8-04	Cement Conc. Pedestrian Curb	697	LF	\$30	\$20,910
A-072	6727	SI	8-04	Extruded Curb	9	LF	\$30	\$270
A-073	7059	SI, SP	8-06	Cement Conc. Driveway Entrance Type Commercial/Industrial	1,178	SY	\$110	\$129,531
A-074	7059	SI, SP	8-06	Cement Conc. Driveway Entrance Type Commercial/Industrial Driveway Approach Parallel Sidewalk	78	SY	\$110	\$8,604
A-075	6884	SI	8-09	Raised Pavement Marker Type 2	15	HUND	\$230	\$3,450
A-076	7084	SI, SP	8-12	Chain Link Fence Type 4	496.0	LF	\$25	\$12,400
A-077		SP	8-12	Wood Board Fence	65	LF	\$35	\$2,275
A-078		SP	8-12	Adjust Gate to Driveway Grade	2	EA	\$750	\$1,500
A-079	7380	SP	8-13	Adjust Monument Case and Cover	2	EA	\$450	\$900
A-080	7055	SI	8-14	Cement Conc. Sidewalk	1,042	SY	\$60	\$62,540
A-081		SP	8-14	Cement Conc. Sidewalk with Wall Cap	242	SY	\$75	\$18,117
A-082		SP	8-14	Cement Conc. Sidewalk with Thickened Edge	350	SY	\$75	\$26,275
A-083	7058	SI	8-14	Cement Conc. Curb Ramp Type Parallel A	21	EA	\$2,500	\$52,500
A-084	7058	SI	8-14	Cement Conc. Curb Ramp Type Combination	1	EA	\$2,500	\$2,500
A-085		SP	8-14	Concrete Steps and Metal Handrail	3	EA	\$2,500	\$7,500
A-086	7562	SI, SP	8-18	Mailbox Support Type 1	2	EA	\$500	\$1,000
A-087	7562	SI, SP	8-18	Mailbox Support Type 2	6	EA	\$1,000	\$6,000
A-088		SP	8-20	Electrical System, Complete	1	LS	\$500,000	\$500,000
A-089		SP	8-20	Temporary Illumination System, Complete	1	LS	\$60,000	\$60,000
A-090	6890	SI	8-21	Permanent Signing	1	LS	\$8,000	\$8,000
A-091	6806	SI	8-22	Paint Line	6,480	LF	\$15	\$97,200
A-092	6857	SI	8-22	Plastic Crosswalk Line	1,260	SF	\$10	\$12,600
A-093	6859	SI	8-22	Plastic Stop Line	107	LF	\$15	\$1,605



Project Name 34th Ave S					Project No. 214-2078-008		Date July 08, 2021	
Location SeaTac, WA								
Owner City of SeaTac								
Estimated By: Clara Dubow							Checked By: Cindy Clark, PE	
Date: 6/23/2021							Date: 7/8/2021	
ITEM NO.	WSDOT STD ITEM	ITEM TYPE	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
A-094	6866	SI	8-22	Painted Bicycle Lane Symbol	8	EA	\$35	\$280
A-095	7164	SP	8-24	Integrated Fill Block Wall	887	SF	\$80	\$70,960
A-096		SP	8-26	Project Documentation	1	LS	\$1,500	\$1,500
A-097		SP	8-32	Field Office Building	1	LS	\$30,000	\$30,000
A-098		SP	8-33	Curb Door	1	EA	\$1,500	\$2,000
<b>Total Construction Cost Schedule A</b>								<b>\$4,677,088</b>

Project Name 34th Ave S					Project No. 214-2078-008	Date July 08, 2021
Location SeaTac, WA						
Owner City of SeaTac						
Estimated By: Clara Dubow					Checked By: Cindy Clark, PE	
Date: 6/23/2021				Date: 7/8/2021		

ITEM NO.	WSDOT STD ITEM	ITEM TYPE	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
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SCHEDULE B - WATER MAIN								
B-101		SI	1-1	Mobilization (Not to Exceed 10%)	1	LS	\$86,730	\$86,730
B-102		SP	1-1	Temporary Erosion and Sediment Control	1	LS	\$5,000	\$5,000
B-103		SP	1-1	Temporary Traffic Control	1	LS	\$65,000	\$65,000
B-104		SP	1-1	Trench Safety Systems	5,000	LF	\$2	\$10,000
B-105		SP	1-1	Construction Surveying	1	LS	\$5,000	\$5,000
B-106		SP	1-1	Removal and Lawful Disposal of Asbestos Cement Pipe	700	LF	\$80	\$56,000
B-107		SP	1-1	Removal and Lawful Disposal Water Pipe	1,755	LF	\$20	\$35,100
B-108		SP	1-1	Ductile Iron Water Main, Class 52, 6-In. Diam.	90	LF	\$80	\$7,200
B-109		SP	1-1	Ductile Iron Water Main, Class 52, 8-In. Diam.	565	LF	\$90	\$50,850
B-110		SP	1-1	Ductile Iron Water Main, Class 52, 12-In. Diam.	1,840	LF	\$110	\$202,400
B-111		SP	1-1	Additional Ductile Iron Water Main Fittings and Restrained Joints	5,000	LBS	\$8	\$40,000
B-112		SP	1-1	Gate Valve and Valve Box 12 In.	14	EA	\$3,750	\$52,500
B-113		SP	1-1	Fire Hydrant Assembly	4	EA	\$7,000	\$28,000
B-114		SP	1-1	Remove Existing Fire Hydrant and Valve Box	4	EA	\$1,250	\$5,000
B-115		SP	1-1	Short Side Service Connection 1 In. Diam.	24	EA	\$2,250	\$54,000
B-116		SP	1-1	Long Side Service Connection 1 In. Diam.	13	EA	\$3,500	\$45,500
B-117		SP	1-1	Short Side Service Connection 1.5 In. Diam.	1	EA	\$3,000	\$3,000
B-118		SP	1-1	Cut in and/or Connect to Existing Water System	7	EA	\$6,500	\$45,500
B-119		SP	1-1	Crushed Surfacing Base Course (CSBC)	2650	Ton	\$35	\$92,750
B-120		SP	1-1	HMA Cl. 1/2-In. PG 58H-22 For Trench Patch	70	Ton	\$150	\$10,500
B-121		SP	1-1	HMA Cl. 1/2-In. PG 58H-22 For Overlay	400	SY	\$60	\$24,000
B-122		SP	1-1	Final Sawcut	1	LS	\$5,000	\$5,000
B-123		SP	1-1	Roadside Cleanup/Surface Restoration	1	LS	\$10,000	\$10,000
B-124		SP	1-1	Minor Changes	1	FA	\$15,000	\$15,000
<b>Subtotal Construction Cost</b>								<b>\$954,030</b>
<b>Sales Tax (10.1%)</b>								<b>\$96,357</b>
<b>Total Construction Cost Schedule B</b>								<b>\$1,050,387</b>

SCHEDULE C - UTILITIES (PSE, CENTURY LINK AND COMCAST)								
C-201		SP	2-09	Shoring or Extra Excavation Class B	900	SF	\$2	\$1,800
C-202		SP	2-09	Pothole	20	EA	\$1,000	\$20,000
C-203		SP	5-04	Cold Mix	70	TON	\$110	\$7,700
C-204		SP	8-31	Joint Utility Trench	2,476	LF	\$100	\$247,600
C-205		SP	8-31	Lateral Trench	2,046	LF	\$50	\$102,300
C-206		SP	8-31	Install Vault - PSE Type 3030	8	EA	\$2,000	\$16,000
C-207		SP	8-31	Install Vault - PSE Type 3642 Mini-Pad	6	EA	\$2,000	\$12,000
C-208		SP	8-31	Install Vault - PSE Type 575	6	EA	\$2,500	\$15,000
C-209		SP	8-31	Install Vault - PSE Type 5106	1	EA	\$25,000	\$25,000
C-210		SP	8-31	Install Vault - PSE Type PMH9	1	EA	\$25,000	\$25,000
C-211		SP	8-31	Install Vault - Comcast Type SGLB 2436	11	EA	\$1,000	\$11,000
C-212		SP	8-31	Install Vault - Lumen Type 264-TA	8	EA	\$2,500	\$20,000
C-213		SP	8-31	Install Pedestal - Lumen Type Bigshot 36 In. by 24 In.	2	EA	\$2,500	\$5,000
C-214		SP	8-31	Install Pedestal - Lumen Type 12 In.	11	EA	\$1,000	\$11,000
C-215		SP	8-31	Install Vault - Lumen Type 467-TA	2	EA	\$2,500	\$5,000
C-216		SP	8-31	Install Handhole - Lumen Type SGLB 3048	2	EA	\$1,250	\$2,500
C-217		SP	8-31	Install Conduit Pipe 3 In. Diam. - PSE	2,412	LF	\$8	\$19,296
C-218		SP	8-31	Furnish and Install Conduit Pipe 3 In. Diam. - PSE (Private Property)	900	LF	\$8	\$7,200
C-219		SP	8-31	Install Conduit Pipe 4 In. Diam. - PSE	1,801	LF	\$10	\$18,010
C-220		SP	8-31	Install Conduit Pipe 6 In. Diam. - PSE	2,133	LF	\$25	\$53,325
C-221		SP	8-31	Install Conduit Pipe 2 In. Diam. - Comcast	1,565	LF	\$5	\$7,825
C-222		SP	8-31	Furnish and Install Conduit Pipe 2 In. Diam. - Comcast (Private Property)	1,000	LF	\$5	\$5,000
C-223		SP	8-31	Install Conduit Pipe 4 In. Diam. - Comcast	5,093	LF	\$10	\$50,930
C-224		SP	8-31	Install Conduit Pipe 2 In. Diam. - Lumen	2,963	LF	\$5	\$14,815
C-225		SP	8-31	Furnish and Install Conduit Pipe 2 In. Diam. - Lumen (Private Property)	400	LF	\$5	\$2,000
C-226		SP	8-31	Install Conduit Pipe 4 In. Diam. - Lumen	4,823	LF	\$10	\$48,230
C-227		SP	8-31	Convert Existing Services	22	EA	\$8,000	\$176,000
C-228		SP	8-31	Locate and Protect Septic Drainfield	11	EA	\$500	\$5,500
C-229		SP	8-31	Concrete Encasement	20	CY	\$200	\$4,000
<b>Subtotal Construction Cost</b>								<b>\$939,031</b>
<b>Sales Tax (10.1%)</b>								<b>\$94,842</b>
<b>Total Construction Cost Schedule C</b>								<b>\$1,033,873</b>

<b>Total Construction Cost Schedules A+B+ C</b>		<b>\$6,761,348</b>
<b>Construction Management @12% of Schd A through C</b>		<b>\$811,362</b>
<b>Total Agency Cost @ 2% of Schd A through C</b>		<b>\$115,607</b>
<b>State Cost</b>		<b>\$5,000</b>
<b>Total CN Cost Estimate Cost</b>		<b>\$7,693,317</b>
<b>PE Cost</b>		<b>\$711,340</b>
<b>Total RW Cost</b>		<b>\$107,740</b>
<b>Total Project Cost Estimate Cost</b>		<b>\$8,512,397</b>



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Florendo Cabudol, City Engineer  
Date: Sept 2, 2021  
Subject: Acceptance of King County Flood Control District Grant Funding

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## **Purpose:**

To review and approve accepting funds from the King County Flood Control District Sub-Regional Opportunity Fund for the South 221st Street Drainage Improvements Project (SWMCIIP-11) and amend the 2021-2022 Biennial Budget accordingly.

## **Background:**

The King County Flood Control District (KCFCD) is a countywide special purpose district, established to provide funding and policy oversight for flood risk reduction capital projects and programs in King County. In addition to competitive grant opportunities, the KCFCD allocates funds each year to King County cities, based on assessed valuation, placing the funds into a sub-regional opportunity (SRO) account that continues to increase until the funding is used by the jurisdiction for an approved project.

Available SRO funding for the City of SeaTac, in the amount of \$346,568, was applied for in April 2021 to be used for construction of the S 221st Street Drainage Improvements Project. The South 221st Street Drainage Project includes the installation of stormwater conveyance pipe, catch basins, a stormwater detention system, outfall protection, driveway replacement, asphalt thickened edge, pavement replacement, and removal/replacement of an existing WSDOT I-5 right-of-way (ROW) access gate. These improvements will be installed along Military Road South from South 220th Street to South 221st Street and along South 221st Street from Military Road South to the I-5 ROW.

KCFCD awarded the requested SRO funds to the City in June 2021, and when combined with the previously awarded Flood Reduction Grant Funds from the King County Flood Control District in the amount of \$244,000, will make available a total of \$590,568 for the project. The Construction Contract Amount for the project is \$556,130.00. Any unexpended SRO funds will remain in the SeaTac SRO account and be available for future projects.

The proposed Ordinance amends the 2021-2022 Biennial Budget to increase revenues to the Surface Water Utility Fund (Fund #403) by \$346,568. Acceptance of this grant will allow City funds currently programmed for this project to be reallocated to a future stormwater project.

**Recommendation:**

Forward to full Council with a recommendation to be placed on the 9/14 RCM Consent Agenda for approval.



# Grant Acceptance Form

Revised 6/15/2020

## GRANT ACCEPTANCE/AWARD

### 1. Grant Information:

Internal Grant Number:	TBD <i>21-G010</i>
Department:	Public Works, Engineering
Grantor:	King County Flood Control District
Title of Grant:	2021 Sub-Regional Opportunity Fund
Contract Period:	From: <u>6/14/2021</u> To: <u>12/31/2021 per Amendment</u>
Awarded grant revenue amount:	\$346,568
City Match Amount:	City Funds: \$0
City Match Budgeted?	Yes: ___ No: ___ N/A: <u>X</u>
City Match Expenditure BARS No.	N/A
Budgeted revenue for this grant:	\$244,000 (Separate Flood reduction Grant)
Revenue BARS No.	TBD; Established after Budget Amendment Ordinance is passed
Do you have budgetary authority to expend the grant funds?	Yes: _____ No: <u>X</u> See Section 4 for budget amendment process.

Include the pertinent information about the grant and how the funding will be used as provided on the application form. Add any details about changes from the application to the award.

**The City is withdrawing \$346,568 from the Sub-Regional Opportunity Fund. All funds are to be used in construction. This project is also receiving a Flood Reduction Grant from the King County Flood Control District.**

**This funding will be used to construct the following improvements within Military Road, South 221st St, and WSDOT Interstate-5 Right-of-Way: catch basins, stormwater conveyance pipe, stormwater detention system, outfall protection, driveway replacement, asphalt thickened edge installation, HMA pavement replacement, existing WSDOT right-of-way gate removal and replacement,**

### 2. Department Head Approval:

Authorized Signature:  Date: 8/26/21

### 3. Attachment:

Letter of Award attached

#### 4. Budget Authority to Expend Grant Funds

**NOTE:** If grant expenditure is not budgeted a budget amendment is required. There are two options to complete an amendment:

1. Action Item at a Regular Council Meeting with Grant Acceptance; or
2. Finance Department Quarterly Budget Amendment.

The grant cannot be expended until the budget amendment has been approved. If grant is not for the current fiscal period a budget amendment is not required at acceptance.

##### Originator:

- Is a budget amendment required?
  - Yes. Select the appropriate option below, follow the instructions, and continue to #5 below.
    - A.  Action Item (acceptance and budget amendment),
      - Create an Agenda Bill in AgendaQuick to accept the grant award and amend the budget at the same time.
      - Select option "C" in section 5 according to grant amount
      - Date of Council Action: 9/14/2021
    - B.  Finance Department quarterly budget amendment
      - Contact the Finance Department
  - No. Continue to #5.

#### 5. Grant Award and Routing for Approval

- Grant is under \$50,000

##### Originator:

- Route the entire form, and any attachments, to the City Manager's Office.

##### City Manager Decision:

(to be filled in by the Executive Assistant, based on City Manager decision)

- A.  City Manager to take the necessary steps to accept the grant. (Continue to #6)
- B.  City Manager to brief the Council during Key City Issues at a Council Meeting.  
City Manager Council Briefing date: \_\_\_/\_\_\_/\_\_\_  
(Continue to #6 AFTER the meeting).  
*If Council objected to the acceptance, skip to #7 AFTER the meeting.*
- C.  Action Item for Budget Amendment (Continue to #6 AFTER the meeting).

- Grant is \$50,000 or above

##### Originator:

1. Complete according to section #4 from the Grant Application Form
  - A.  Consent Agenda Approval
    - Scan this entire form and attachments then email to the City Clerk for placement on the next Consent Agenda.
  - B.  Consent Agenda Approval, with presentation as requested by the City Manager
    - Create an Agenda Item Presentation within AgendaQuick
    - Scan this entire form and email it, along with the date of the presentation, to the City Clerk for placement on the Consent Agenda.
  - C.  Action Item (including Budget Amendment selected above)

- Create an Agenda Bill in AgendaQuick
2. Route the entire form and any attachments to the City Manager's Office.

**City Manager:**

(to be filled in by the Executive Assistant after Council action)

- Council action date: \_\_\_\_/\_\_\_\_/\_\_\_\_
- Approved by Council (continue to #6)
- Denied by Council (skip to #7)

**6. City Manager Approval to Accept:**

This section to be filled out by the City Manager AFTER Council briefing or action as required.

City Manager Approval:  YES  NO

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City Manager:**

- Executive Assistant to scan a signed copy to the Finance Department, originator and City Clerk.
- Route the original form to the City Clerk.

**7. Routing/Retention**

- Approved by City Council or City Manager
  - Originator to forward the grant application to City Clerk for retention.
  - Originator to follow Contract Routing policy.
  
- Denied by City Council or City Manager
  - Executive Assistant to forward the Grant Acceptance form to the City Clerk for retention.
  - Originator to forward the grant application to the City Clerk for retention.

