



# Transportation & Public Works Meeting Agenda

September 1, 2022; 5:30 – 6:30 PM  
“Virtual Meeting”

**This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” Channel 1 grey box.**

Peter Kwon, Chair  
Takele Gobena  
Jake Simpson, Mayor

---

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

Other Councilmembers present:

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

Other Staff participating:

TIME	TOPIC	PROCESS TYPE	WHO	Time
		Action, Consent Or Presentation		
1	Call to order		Chair	
2	PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. 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. • Instructions for providing remote oral public comments are located at the following link: <a href="#">Registration for Oral Public Comments</a> - Council		Chair	5

	Committees and Citizen Advisory Committees  Submit email/text public comments to TPWPubliccomment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website meeting calendar the next day.			
4	Prior Minutes Approval	August 4 Minutes to approve	Chair	5
5	Miller Creek Daylighting Project Update	Discussion/Action	Will Appleton	15
6	2023 Overlays Design Contract	Discussion/Action	Brenton Cook	10
7	NV5 Geotech Contract Amendment	Action Item for Consent Agenda	Brenton Cook	10
8	Lighting Design Contract Amendment for ST-141 Airport Station Area Ped Improvements	Action Item for Consent Agenda	Trevor Ralph	15
9	Community Workforce Agreement	Presentation	Kamal Mahmoud	20
10	Department Updates		Will Appleton	5
11	<u>Future Meeting Topics:</u> PSE Power Easement on Sound Transit at S 204 <sup>th</sup> Street; Right of Way Uses; Stormwater Code Updates; King County Landfill Fee Restructure;			5
12	Adjourn	Adjourn Meeting	Chair	



# Transportation & Public Works Committee Meeting Minutes

August 4, 2022  
5:30 PM – 6:30 PM  
\*\* Hybrid Meeting \*\*

Members:	Present:	Absent:	Commence: 5:31 PM Adjourn: 5:53 PM
Peter Kwon, Chair Jake Simpson Takele Gobena			

Other Councilmembers participating:

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

Other Staff Participating: Mason Giem, PW Programs Coordinator; Cindy Corsilles, Sr. Asst. City Attorney;

Public Comment	No public comment
1. Approve Prior Meeting's Minutes	July 21 Minutes were approved
2. Approve Contract for Utility Box Wraps	<p>Discussion/Action</p> <p>Mason Giem, PW Programs Coordinator, presented this item. Staff is asking for the Committee to approve a contract with Traffic Wrapz to install artistic wraps for intersection controller boxes; there are about 67 boxes around the city to be covered.</p> <p>The art wrap program will showcase local artists and help create neighborhood identities. Current funding of \$266,000 is available from the 102 Street Fund, and is sufficient to provide for the Traffic Wrapz contract of \$109,242, plus payment to artists, printing and installation.</p> <p>The City's pilot of art wrap installation on three utility cabinets located outside Taco Bell at S 188<sup>th</sup> &amp; International Blvd has been well-received and are graffiti-free.</p>

	<p>After advertising for proposals, Traffic Wrapz stood out as the best candidate of four that responded that can provide specific art wrap material that is rated for anti-graffiti protection, weather-durable, UV protected and chemical resistant.</p> <p>Installation must be done in dry conditions with temperature in excess of 60 degrees F. The art wraps last between five to ten years, and on average need to be replaced every seven years.</p> <p>The City's Arts, Culture and Library Advisory Committee will approve a palate of designs from among those submitted by local artists.</p> <p>Staff is asking for the Committee to move the contract forward to the Regular Council Meeting on August 9, the be placed on consent agenda, with a recommendation to approve. The Committee approved as above.</p> <p>:</p>
<p>3. Public Works Department Update</p>	<p>Will Appleton, Public Works Director presented an update of department activities:</p> <p>34<sup>th</sup> Ave South project is well underway, and is on track to be substantially complete in November of this year.</p> <p>S 188<sup>th</sup> Street Overlays have started. There will be lane closures and slow downs during construction.</p> <p>Lake to Sound Trail is well underway, with minimal impact to drivers.</p> <p>The bridge deck over SR 509 on International Blvd is almost complete, but slow downs are expected for a time due to final paving work. Also, girders for the elevated light rail are nearly complete.</p>
<p>5. Adjourn</p>	<p>Adjourn Meeting</p>





# MEMORANDUM

To: Transportation and Public Works Committee

From: William Appleton, Public Works Director

Date: 9/01/22

Subject: Miller Creek Stream Realignment and Daylighting Project Update

---

## **Purpose:**

- Provide a project schedule and cost update on the Miller Creek Stream Realignment and Daylighting Project; and
- Bring a TPW recommendation forward to Council to amend the Interlocal Agreement between SeaTac and Burien to provide adequate project funding.

## **Background:**

### **Project Description:**

In 2018, the City of SeaTac agreed to partner with the City of Burien on the Miller Creek Stream Realignment and Daylighting Project. The Project will remove Miller Creek from a series of culverts under Des Moines Memorial Drive (DMMD) and Des Moines Way Self Storage (Figure 1), realign and daylight the creek, provide channel and riparian habitat improvements and provide a fish passable box culvert crossing of DMMD, (Figure 2). By doing so, the City of SeaTac's Miller Creek culvert crossing under Des Moines Memorial Drive (just south of South 144th Street), identified in the Surface Water Management capital improvement plan for repair/replacement, would no longer be needed. Additionally, removing the stream from the failing private culvert underneath the Des Moines Way Self Storage business will reduce risk to the development and the environment.

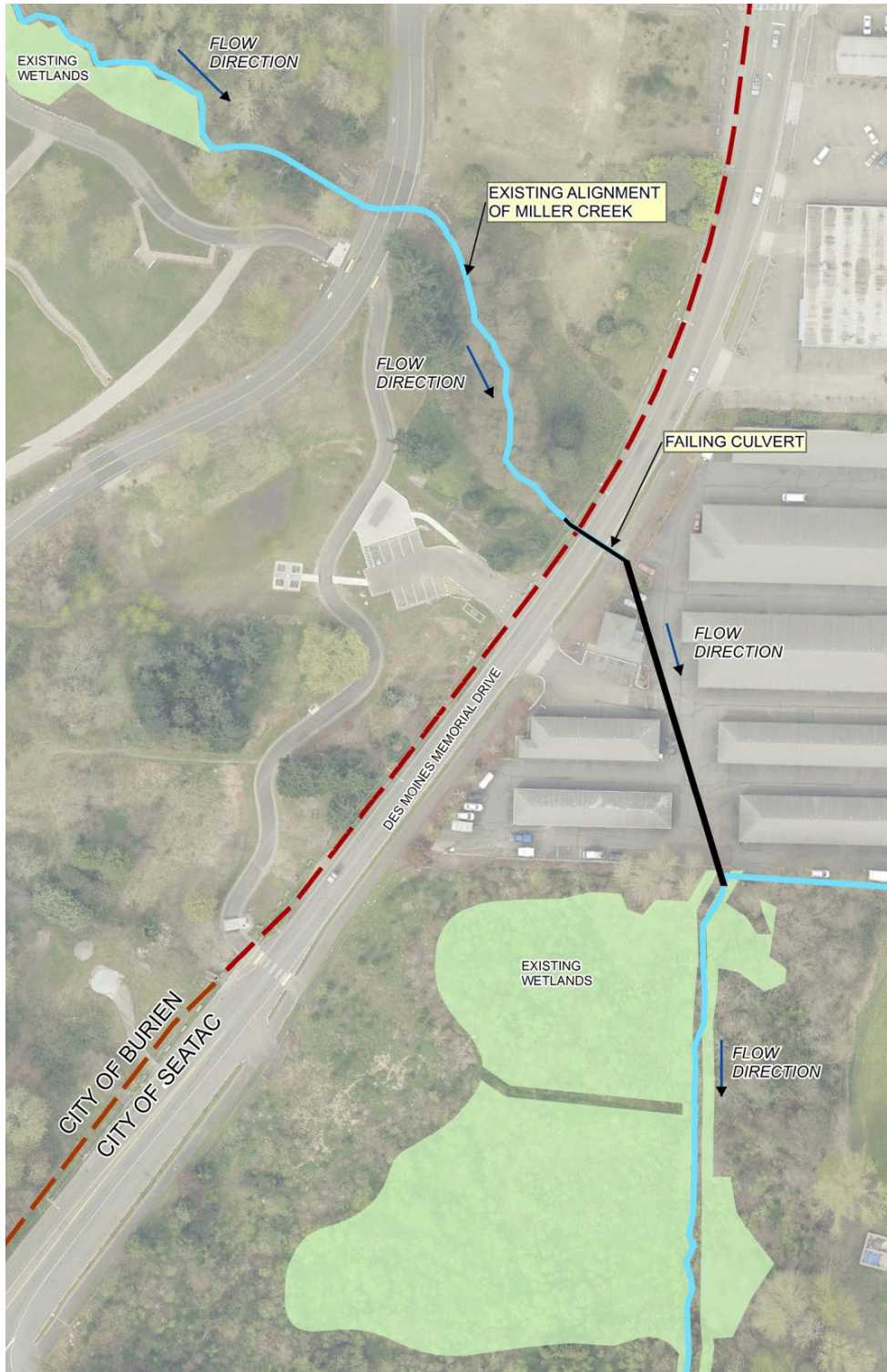


Figure 1: Existing Condition



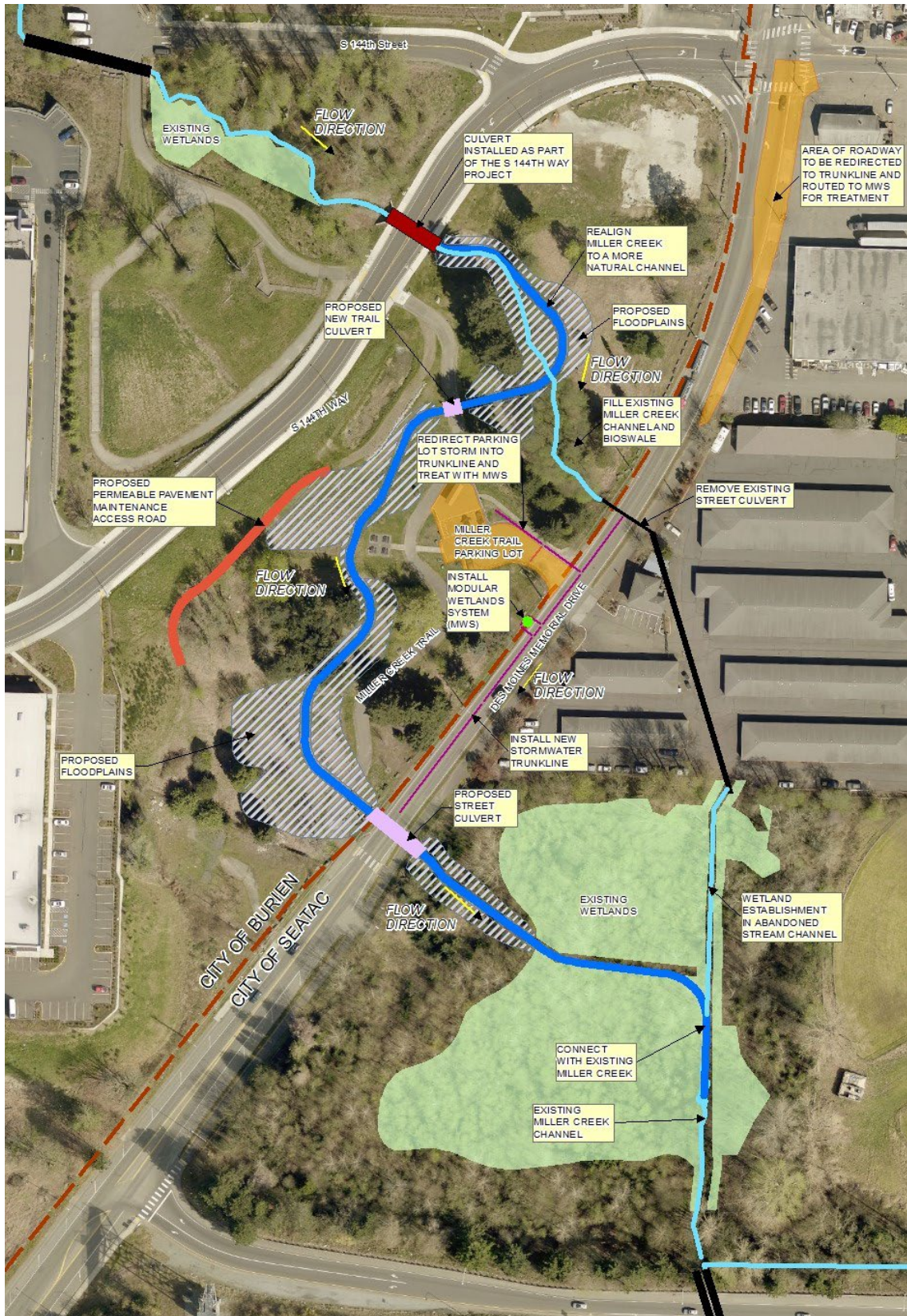


Figure 2: Miller Creek Realignment

## Project Goals & Benefits:

The City of Burien has received grant funding from the FAA through the Port of Seattle to design public infrastructure improvement projects in the vicinity of their Northeast Redevelopment Area along Des Moines Memorial Drive. The subject project will provide environmental enhancements to Miller Creek as it leaves Burien and crosses Des Moines Memorial Drive into the City of SeaTac. Project goals include: improving water quality and habitat within the creek by flattening the slope of the creek to reduce erosive flows; creating additional floodplain to allow the water to spread out during high flows; restoring and creating high quality riparian habitat along the creek; replacing failing culverts with new fish friendly culverts; and, daylighting a portion of Miller Creek to a natural open channel.

## 2019 Budget & Schedule:

In October of 2020, SeaTac executed an interlocal agreement with the City of Burien committing \$985k towards the project based on a 2019 cost estimate; the source of funding used by SeaTac is the Surface Water 403 Fund. Complexities associated with permitting and agency coordination prevented the project design from reaching completion until recently. As of the writing of this memo, the project has received all necessary approvals and is scheduled to be advertised for construction in the Fall of 2022.

## \*NEW\* 2022 Revised Budget

As part of the project bid package preparation, an engineer's estimate was completed based on the 100% design and total project costs updated. Total project costs have increased significantly since the 2019 estimate which was \$3.22M and now stand at \$4.8M, with approximately half the cost increases accruing to SeaTac, raising our share from \$985k to \$1.76M.

2022 Miller Creek Realignment Costs	Project	Burien	SeaTac
<b>Total Construction Cost (Schedule A &amp; B)</b>	<b>\$4,022,600</b>	<b>\$2,269,900</b>	<b>\$1,752,700</b>
Final Design	\$400,000	\$200,000	\$200,000
Construction Services	\$380,000	\$190,000	\$190,000
<b>Project Total Cost</b>	<b>\$4,802,600</b>	<b>\$2,659,900</b>	<b>\$2,142,700</b>
Funds from Ecology Grant	(\$700,000)	(\$500,000)	(\$200,000)
Funds from Port of Seattle	(\$800,000)	(\$614,200)	(\$185,800)
<b>Remaining Funds Needed</b>	<b>\$3,302,600</b>	<b>\$1,545,700</b>	<b>\$1,756,900</b>



## **Budget Increases Explained:**

Because of the magnitude of the cost increases to SeaTac, a deeper dive into the 2019 estimate compared to the 2022 estimate, particularly on the items that add cost into the SeaTac column, was performed. A significant factor adding to costs was that the stream design was approximately 90% complete in 2019 but the general civil and structural design was not as far along, so some quantities were not fully developed. As the owner of Des Moines Memorial Drive right of way SeaTac is responsible for the majority of the roadway improvement costs. The 2019 estimate was also done based on 2018-unit prices and prior to several other factors that have experienced cost increases. These factors include disruptions due to Covid, labor shortages due to a very hot market in Puget Sound, labor cost increases making up for a previously suppressed market rate, and natural disasters that impacted raw and manufactured material prices.

Below are factors that affected SeaTac's portion of project costs, while at the end of this memo a table is provided with a more detailed cost comparison between the 2022 and 2019 estimates.

- General items like mobilization and survey added \$80k.
- Traffic control added \$62k.
- Culvert backfill -the structural engineers are proposing an increase of \$27k to use gravel backfill. If on-site materials are adequate, this cost will be much lower.
- Added costs related to two-stage construction added \$50k
- Culvert Shoring Class A – a more complete takeoff by the structural engineers added \$60k due to 2-stage construction of the culvert.
- Base course and paving - \$82k added –due to more complete design/quantity takeoffs.
- Des Moines Memorial Drive (DMMD) culvert – added \$180k due to higher culvert costs.
- Storm drainage for DMMD including water quality treatment – costs went up \$70k, mostly due to higher unit costs and needing additional CBs.
- Added logs from negotiations with the tribes – adds \$90k.
- Miscellaneous bid items with more complete quantities and updated unit prices – adds \$27k.
- Estimates for design and construction management were estimated by percentages - adds \$194k.

## **Why This Project Is Important to SeaTac**

While costs have increased, the benefits of this project to SeaTac, Burien and the environment continue to justify the construction of the project. The project will greatly benefit the City of SeaTac by removing flows from the City's culvert crossing as well as the private culvert downstream, allowing for their removal/abandonment. SeaTac also stands to benefit from the environmental improvements that this project will provide. Miller creek is a salmon bearing stream and it is appropriate to support efforts to improve the long term environmental prospects

of restoring habitat and fish utilization for our future generations. With the approval of additional funding, the project will be advertised in the Fall of 2022 with construction to follow.

### Budget Ask

Given the nature of the work associated with the cost increases, it is appropriate that additional funding assigned to this project be allocated from the Streets 102 Fund, where unencumbered funds in the amount of \$775,000 are available. Use of these funds will not result in a negative impact to currently funded operations, programs, or projects.

### Staff Recommendation

To forward the attached Ordinance to Council authorizing the City Manager to amend the Miller Creek Stream Realignment and Daylighting Project Interlocal Agreement dated October 14, 2020, increasing the not to exceed amount for payment of actual direct and related indirect cost of work to \$1,760,000 and amending the 2021-2022 budget accordingly.

<b>Miller Creek Stream Restoration Project</b>							
<b>Cost Breakdown by Jurisdiction - Summary 2022</b>							
Project No. 33241		Date Updated:		8/23/2022			
Item No.	Description	2022 Estimate			2019 Estimate		
		Amount	Burien	SeaTac	Amount	Burien	SeaTac
1	Preparation	\$ 673,100	\$ 237,430	\$ 435,670	\$ 464,120	\$ 277,180	\$ 186,940
2	Earthwork	\$ 350,090	\$ 186,732	\$ 163,358	\$ 246,867	\$ 137,845	\$ 109,022
3	Surfacing and paving	\$ 171,000	\$ 25,650	\$ 145,350	\$ 43,600	\$ 10,000	\$ 33,600
4	Hardscape	\$ 79,640	\$ 44,638	\$ 35,003	\$ 42,240	\$ 7,750	\$ 34,490
5	Drainage	\$ 861,280	\$ 286,340	\$ 574,940	\$ 467,710	\$ 131,250	\$ 336,460
6	Landscape	\$ 589,187	\$ 589,187	\$ -	\$ 297,000	\$ 297,000	\$ -
7	Traffic Markings	\$ 11,915	\$ 1,750	\$ 10,165	\$ 8,800	\$ 300	\$ 8,500
8	Streamwork	\$ 487,750	\$ 305,677	\$ 182,074	\$ 239,971	\$ 159,771	\$ 80,200
9	TESC	\$ 66,060	\$ 30,574	\$ 35,486	\$ 54,520	\$ 32,720	\$ 21,800
10	Other	\$ 249,180	\$ 244,415	\$ 4,765	\$ 408,475	\$ 405,775	\$ 2,700
	<b>Construction Subtotal</b>	<b>\$ 3,539,202</b>	<b>\$ 1,952,391</b>	<b>\$ 1,586,810</b>	<b>\$ 2,274,000</b>	<b>\$ 1,460,000</b>	<b>\$ 814,000</b>
	Construction Cost Escalation (0%)	\$ -	\$ -	\$ -	\$ 91,000	\$ 58,400	\$ 32,600
	Construction Contingency (10%)	\$ 303,920	\$ 170,239	\$ 133,681	\$ 237,000	\$ 152,000	\$ 85,000
	Sales Tax (10.1%)	\$ 179,434	\$ 147,225	\$ 32,209	\$ 93,200	\$ 93,200	\$ 93,200
	<b>Total Construction Cost</b>	<b>\$ 4,022,555</b>	<b>\$ 2,269,855</b>	<b>\$ 1,752,700</b>	<b>\$ 2,695,200</b>	<b>\$ 1,670,400</b>	<b>\$ 1,024,800</b>
	Final Design	\$ 400,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 134,000	\$ 66,000
	Construction Services	\$ 380,000	\$ 190,000	\$ 190,000	\$ 330,000	\$ 200,000	\$ 130,000
	<b>Project Total Cost</b>	<b>\$ 4,802,555</b>	<b>\$ 2,659,855</b>	<b>\$ 2,142,700</b>	<b>\$ 3,225,200</b>	<b>\$ 2,004,400</b>	<b>\$ 1,220,800</b>
	Funds from Ecology Grant	\$ (700,000)	\$ (500,000)	\$ (200,000)	\$ (700,000)	\$ (650,000)	\$ (50,000)
	Funds from Port of Seattle	\$ (800,000)	\$ (614,200)	\$ (185,800)	\$ (700,000)	\$ (514,200)	\$ (185,800)
	<b>Remaining Funds Needed</b>	<b>\$ 3,302,555</b>	<b>\$ 1,545,655</b>	<b>\$ 1,756,900</b>	<b>\$ 1,825,200</b>	<b>\$ 840,200</b>	<b>\$ 985,000</b>
<b>Notes:</b>							
1	Costs are based on 2022 Unit Prices.						
2	Assumes streamwork split as approximately 67% towards Burien and 33% towards SeaTac. Streamwork incl. channel and floodplain excavation, embankment compaction for filling existing channel, and installation of LWD and streambed gravel.						
3	The mobilization for each jurisdiction was 10% of project cost before mobilization was calculated.						
4	\$700,000 from the Ecology Grant was split as \$200,000 towards Seatac for the stormwater treatment facility and associated mobilization and pipes and structures, and \$500,000 towards Burien for the water quality provided by way of floodplain, landscaping and permeable pavers for the access road.						
5	\$800,000 from the Port of Seattle was split as \$185,800 towards Seatac for stream and landscaping in Des Moines Memorial Nursery.						
6	Assumed road work and storm drainage work split as approximately 85% towards SeaTac and 15% towards Burien						
7	Sales tax only applies to work outside right of way including streamwork, landscaping and utilities						

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to amend the Interlocal Agreement with the City of Burien pertaining to the Miller Creek Stream Realignment and Daylighting Project.

**WHEREAS**, the City of SeaTac and the City of Burien “Parties” are partnering on the design and construction of the Miller Creek Stream Realignment and Daylighting Project “Project”; and

**WHEREAS**, on October 14, 2020 the Parties entered into the Miller Creek Stream Realignment and Daylighting Project Interlocal Agreement “Agreement” documenting their respective roles and responsibilities; and

**WHEREAS**, the City of SeaTac has obligated \$985,000 to date, towards the cost of its share of the improvements and must appropriate these funds allowing for their expenditure in 2022; and

**WHEREAS**, Project costs have increased significantly since 2019, requiring that the Agreement be amended to increase available funding by \$775,000; and

**WHEREAS**, the Parties remain committed to constructing the Project which is scheduled to be advertised in the Fall of 2022; and

**WHEREAS, it is necessary for the City Council to amend the 2021-2022 Biennial Budget to provide appropriation authority for the Project; NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The City Manager is authorized to amend the Miller Creek Stream Realignment and Daylighting Project Interlocal Agreement to increase available funding for the construction of the City of SeaTac’s portion of the Project.

**Section 2.** The City’s 2021-2022 Biennial Budget is amended by increasing expenditures in both the Streets 102 Fund by \$775,000 and the Surface Water 403 Fund by \$985,000 to fund the Project.

**Section 3.** This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, and signed in authentication thereof on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SEATAC**

\_\_\_\_\_  
Jake Simpson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to form:

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

[Effective Date:\_\_\_\_\_]



**First Amendment to the Interlocal Agreement between the City of SeaTac and the City of Burien for the Construction of the Miller Creek Stream Realignment and Daylighting project.**

This first amendment to the ILA between the City of SeaTac and the City of Burien dated October 20, 2020, for the construction of the Miller Creek Stream Realignment and Daylighting project amends certain provisions as follows:

- 3.1 SEATAC, in consideration of the faithful performance of the WORK to be done by BURIEN, agrees to compensate BURIEN for the actual direct and related indirect cost of the WORK in an amount not to exceed \$1,760,000 (One Million Seven Hundred Sixty Thousand Dollars) according to the payment schedule in Section 6.
  
- 6.1 SEATAC will pay BURIEN for actual costs within 30 days of receipt of invoice, consistent with paragraph 3.1

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the Party's date signed last below:

CITY OF SEATAC

CITY OF BURIEN

By \_\_\_\_\_  
Carl C. Cole, City Manager

By \_\_\_\_\_  
, City Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By \_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

By \_\_\_\_\_  
Garmon Newsom II, City Attorney

CLEAR FORM

**CONTRACT ROUTING SLIP**

Submitted by: Florendo Cabudol, Public Works Department  
(Name and Department)

*FC*  
*9/20/2020*

- Department Head Signature Up to \$15K
- City Manager's Signature Over \$15K
- Council Action Taken Over \$50K:  
Interlocal Agreement with Burien

Agenda Bill No. 5304 Date Approved: 2/11/2020

How many copies are attached? 2

Are the signatures pages tagged? YES

Is a notary required? NO

Department Head Initials on Signature Lines

Contract Amount: \$\$\$ 985,000.00

New     Renewal     Extension     Amendment

Contract/Agreement with:  
City of Burien

Brief Description of Contract/Agreement:  
Interlocal Agreement with City of Burien to construct the Miller Creek  
Realignment project.

Start Date: DATE OF EXECUTION End Date: 12/31/2022 OR  
Date needed by: 10/6/2020 *UPON ACCEPTANCE BY SEATAC*  
*SEE SECTION 9.1*

Return to: Florendo Cabudol, Public Works Department  
(Name and Department)

9/30/2020 EMW Date Rec'd by Legal Dept.  
10/9/2020 EMW Date Reviewed and Forwarded to CMO (if required)  
Date Reviewed and Returned to Department

NOTE: The department generating the contract is responsible for following city procedures and routing a signed original contract and routing slip to the City Clerk's Office.  
Revised 8/27/2020 WJ

**From:** [Mark Johnsen](#)  
**To:** [Ellaine Wi](#)  
**Subject:** RE: Contract for Legal Review and Approval  
**Date:** Friday, October 9, 2020 8:44:42 AM

---

Approved as to form

Mark

---

**From:** Ellaine Wi  
**Sent:** Wednesday, September 30, 2020 8:26 AM  
**To:** Mark Johnsen <[mjohnsen@seatacwa.gov](mailto:mjohnsen@seatacwa.gov)>  
**Subject:** FW: Contract for Legal Review and Approval

For you review and approval.

**ELLAINE M. WI**  
**Legal Analyst**  
Legal Department  
o: 206.973.4640 f: 206.838.7223



**IN THE OFFICE: Mondays, Tuesdays, Wednesdays, and Thursdays (1:00-5:00 PM)**  
**WORKING FROM HOME: Mondays, Tuesdays, Wednesdays, and Thursdays (8:30 AM-12:30 PM), and Fridays (8:30 AM-5:00 PM)**

This communication may be subject to public disclosure laws of the State of Washington (RCW.42.56).

---

**From:** Karen Spencer  
**Sent:** Wednesday, September 30, 2020 8:20 AM  
**To:** Ellaine Wi <[ewi@seatacwa.gov](mailto:ewi@seatacwa.gov)>  
**Cc:** Brenda J. Cruz <[bcruz@seatacwa.gov](mailto:bcruz@seatacwa.gov)>; Florendo Cabudol <[FCabudol@seatacwa.gov](mailto:FCabudol@seatacwa.gov)>  
**Subject:** Contract for Legal Review and Approval

Please review attached contract.

**Karen Spencer**  
PW Administrative Assistant 3  
City of SeaTac  
206-973-4720



**SeaTac City Council**  
**Request for Council Action**  
**Agenda Bill #: 5304**

**Council consideration:** A Motion authorizing the City Manager to execute an Interlocal Agreement (ILA) with the City of Burien for the construction of the Miller Creek Realignment and Daylighting Project.

**Date Action Requested:** RCM: 2/11/2020

**Review Dates:** T&PW: 10/11/2017, 9/5/2019

**Prepared By:** Will Appleton, Public Works Director

**Amount:** \$985,000.00

**Budgeted?:** Yes

**Applicable Fund Name:** Surface Water Management Utility Fund (#403)

**Director Approval:** Public Works Director Will Appleton 01/30/2020

**City Manager Approval:** City Manager Carl Cole 02/05/2020

**Purpose:** To execute an Interlocal Agreement between the City of SeaTac and the City of Burien to facilitate the administration of SeaTac's financial participation in the Miller Creek Realignment and Daylighting Project.

**ANALYSIS:** The Miller Creek Realignment and Daylighting Project will provide environmental enhancements to Miller Creek as it leaves Burien and crosses Des Moines Memorial Drive into the City of SeaTac. This project also constructs a new stream crossing of Des Moines Memorial Drive that will eliminate the need for the City to replace an existing culvert which is in need of repair/replacement (this failing culvert will be removed by the project). In addition to providing a new fish passable stream crossing, the project will remove Miller Creek from a failing private conveyance system that runs underneath the Des Moines Way Self Storage business and discharging to a Port owned wetland to the south. This private culvert is known to be in poor condition and has suffered multiple pipe separation events leading to sinkholes and significant amounts of sediments being introduced into the downstream wetland system. Project benefits include: improved water quality and habitat within the creek by flattening the slope of the creek to reduce erosive flows; additional floodplain to allow the water to spread out during high flows; restoration and creation of higher quality riparian habitat along the creek; replacement of failing culverts with new fish friendly culverts; and, daylighting a portion of Miller Creek to a natural open channel.

Updated project construction costs, based on the 90% design, are estimated at \$3.5 million, of which \$1.22 million has been identified as improvements within the City of SeaTac. However, the ILA provides that the City will contribute only \$985,000 towards this project because we are sharing grant funding with Burien. Besides Burien and SeaTac, additional funding and grants for this project is being provided by the Port of Seattle and the Department of Ecology.

The City's participation in this project has significant benefits. The construction of this project will remove flows from the City's failing culvert crossing as well as the private culvert downstream. In fact, the City's \$985,000 contribution towards this project is less than the City's \$1.3 million cost estimate to fix the failed culvert. SeaTac also stands to benefit from the environmental improvements that this project will provide. Miller Creek is a salmon bearing stream and it is appropriate to support efforts to improve the long term environmental prospects of restoring habitat and fish utilization for our future generations. Construction of the project is scheduled for 2020.

**BUDGET SIGNIFICANCE:** A total not to exceed amount of \$985,000 is budgeted for this project out of the Surface Water Fund (403). Funding of this project offsets equivalent funding that would otherwise be spent on a capital project to address the City's failing culvert; therefore, there is no negative impact to the 403 fund.

**COMMITTEE REVIEW(S) AND RECOMMENDATION(S):** This project has been reviewed by the T&PW committee on 10/11/2017 and 9/5/2019, with the presentation on 9/5/2019 being a project schedule and budget update. The committee recommended approval.

## **Interlocal Agreement for the Construction of the Miller Creek Stream Realignment and Daylighting Project**

This Agreement is entered into by the City of SeaTac (SEATAC) and the City of Burien (BURIEN), collectively referred to as "Parties" and individually referred to as "Party."

**WHEREAS**, BURIEN is planning to construct the Miller Creek Stream Realignment and Daylighting Project (PROJECT) that will provide environmental enhancements and a new fish-passable crossing under Des Moines Memorial Drive (DMMD) for Miller Creek as it leaves BURIEN and crosses into SEATAC; and

**WHEREAS**, SEATAC owns a portion of Des Moines Memorial Drive and maintains the existing Miller Creek culvert crossing (CULVERT), both in the vicinity of 14460 Des Moines Memorial Drive, SeaTac, WA; and

**WHEREAS**, the existing CULVERT is programmed by SEATAC for repair/replacement, the cost of which has been estimated as high as \$1.37 million; and

**WHEREAS**, the private closed conveyance system immediately downstream of the CULVERT has failed multiple times and is known to be in poor condition and in need of repair; and

**WHEREAS**, construction of the PROJECT will eliminate the need for both the CULVERT and the private conveyance system immediately downstream; and

**WHEREAS**, construction of the PROJECT benefits both Parties; and

**WHEREAS**, support for the PROJECT by multiple jurisdictions improves the chance of success with respect to grant funding opportunities; thereby reducing overall PROJECT costs; and

**WHEREAS**, SEATAC is willing to compensate BURIEN for the construction of PROJECT elements within the City of SeaTac right of way (WORK), subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions, and performances contained herein, the above recitals that are incorporated herein as if fully set forth below, IT IS MUTUALLY AGREED AS FOLLOWS:

### **1. PURPOSE**

- 1.1. This Agreement defines roles and responsibilities between the Parties for the PROJECT, including design, construction, and maintenance; and specifies reimbursement to BURIEN by SEATAC for the costs of performing the WORK.

## **2. BURIEN RESPONSIBILITIES**

2.1. BURIEN shall design and construct the Project and agrees that PROJECT elements within SEATAC shall be consistent with existing roadway geometrics, the Manual of Uniform Traffic Control Devices (MUTCD) and comply with the following standards and specifications:

2.1.1. Department of Ecology Stormwater Manual, or equivalent;

2.1.2. *WSDOT Standard Specifications for Road, Bridge, and Municipal Construction* (M 41-10), as amended (Standard Specifications);

2.2. BURIEN shall submit to SEATAC, for SEATAC review and written approval all PROJECT elements to be constructed within SEATAC right of way (ROW):

2.2.1. 100% plans, specifications, and estimate.

2.3. BURIEN shall construct the PROJECT in accordance with the final approved plans and specifications (Bid Documents). Prior to constructing the PROJECT, BURIEN shall:

2.3.1. Provide SEATAC a construction schedule which shall be updated as the construction proceeds;

2.3.2. Give SEATAC written notice fourteen (14) calendar days prior to the start of the construction of the PROJECT;

2.3.3. Submit to SEATAC for prior review and written approval documentation of any changes made to the Bid Documents affecting the WORK. Such changes shall not be implemented prior to SEATAC's written approval; and

2.3.4. Coordinate with SEATAC on the correction of items identified during construction as not conforming to the approved plans and specifications.

2.4. Within ninety (90) calendar days following BURIEN's completion of the PROJECT, BURIEN shall submit to SEATAC an electronic copy of as-built plans signed and stamped by the engineer of record.

2.5. Prior to final acceptance of the PROJECT, BURIEN shall be responsible for all operation, maintenance, repair, removal and/or replacement of all PROJECT elements.

## **3. SEATAC RESPONSIBILITIES**

3.1. SEATAC, in consideration of the faithful performance of the WORK to be done by BURIEN, agrees to compensate BURIEN for the actual direct and related indirect cost of

the WORK in an amount not to exceed \$985,000.00 (Nine Hundred Eighty Five Thousand Dollars) according to the payment schedule in Section 6:

- 3.2. SEATAC shall not be obligated to participate in any costs in excess of the not to exceed amount specified in Section 3.1, for the WORK without the Parties first executing a written amendment to this Agreement authorizing a cost increase.
- 3.3. SEATAC shall review the 100% plans, specifications and estimate submitted by BURIEN for the PROJECT as specified in Section 2.2, as well as any proposed changes to previously approved design documents and return written review comments to BURIEN within fourteen (14) calendar days. BURIEN shall thereafter provide a written response to SEATAC addressing any questions or issues raised by SEATAC. The Parties shall thereafter coordinate to the extent necessary to resolve any remaining issues for SEATAC's approval of a particular design documentation package.
- 3.4. SEATAC, at its discretion and sole cost, may furnish an inspector during construction of the WORK.
  - 3.4.1. SEATAC's Designated Representative specified in Section 5 will provide BURIEN with the contact information for its inspector. All contact between said inspector and BURIEN's contractor shall be through BURIEN's Designated Representative as specified in Section 5.
  - 3.4.2. During construction of the PROJECT, SEATAC shall have the right to inspect the WORK and shall notify BURIEN of any necessary changes or the need for corrections if any element of the WORK is contrary to the approved plans and specifications. If SEATAC provides written notification to BURIEN of any required changes or corrections, BURIEN shall respond to SEATAC with a written plan on how the changes and/or corrections will be addressed.
  - 3.4.3. BURIEN agrees that all changes made to the approved plans and specifications for the WORK shall require SEATAC's prior written approval. SEATAC has the sole right to reject such proposed changes and will provide BURIEN with the reasons for any rejection in its written review comments. BURIEN shall not proceed with any changes without SEATAC's written approval.

#### **4. FINAL INSPECTION AND ACCEPTANCE OF THE PROJECT**

- 4.1. Final Inspection – BURIEN shall administer Final Inspection of the PROJECT. SEATAC shall be invited to participate in the Substantial Completion Inspection activities, including any formal PROJECT tours and any formal meetings or discussions. SEATAC will submit to BURIEN a complete list of concerns or deficiencies within ten (10) calendar days of the date of the Substantial Completion Inspection for inclusion in the formal punch list. BURIEN shall provide notice of the time and date of the Final Inspection to SEATAC a minimum of fourteen (14) calendar days prior to the Final Inspection.

4.2. SEATAC Final Acceptance of WORK – After Final Inspection and SEATAC's determination of adequate completion of any and all punch list work, SEATAC will issue a letter of final acceptance to BURIEN for the WORK. If SEATAC determines that any elements of punch list work have not been adequately completed, SEATAC shall provide written notice to BURIEN, detailing the deficiencies or incomplete WORK within five (5) calendar days after Final Inspection. Failure of SEATAC to issue a notice letter of final acceptance within five (5) calendar days after Final Inspection shall constitute acceptance of the WORK by SEATAC.

4.3. Ongoing Operation and Maintenance. Upon final acceptance of the PROJECT by both Parties, and following the expiration of any maintenance and or warranties, all PROJECT elements within SEATAC ROW shall be the responsibility of SEATAC to operate, maintain and repair.

## 5. DESIGNATED REPRESENTATIVES

5.1. All contact between the Parties, including, but not limited to, invoicing and administration for this Agreement and the WORK will be between the Designated Representatives of each Party, as follows:

5.1.1. For SEATAC: Florendo Cabudol, *CITY ENGINEER* *FC*  
Public Works Department  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188  
(206) 973-4740

*fcabudol@seatacwa.gov*  
~~FCabudol@ci.seatac.wa.us~~ *FC*

5.1.2. For BURIEN: Maiya Andrews  
Public Work Director  
400 SW 152<sup>nd</sup> St, Suite 300  
BURIEN, WA 98166  
(206)439-3164

*maiya@BURIENwa.gov*

## 6. FUNDING AND PAYMENT

6.1. Within 30-days of BURIEN issuing its contractor a Notice to Proceed for construction of the Project, SEATAC will pay BURIEN \$985,000.

## 7. CLAIMS FOR ADDITIONAL PAYMENT BY CONTRACTOR

7.1. In the event BURIEN's contractor files any claims for additional payment associated with the WORK, SEATAC shall not be obligated to pay such claims or their cost of defense due to BURIEN being compensated for solely administering the construction contract.



## **8. RIGHT OF ENTRY**

- 8.1. BURIEN hereby grants to SEATAC, its employees, authorized agents, contractors, and subcontractors, a right of entry upon all BURIEN-owned property necessary for SEATAC's design review, construction inspection, and the periodic structural inspection of the WORK.
- 8.2. SEATAC hereby grants to BURIEN and its authorized agents, contractors, subcontractors, and employees, a right of entry upon all land in which BURIEN has an interest for the purpose of performing the WORK. A no fee SEATAC Right-of-Way Use permit is required.

## **9. TERM**

- 9.1. This Agreement is effective on the date the last party signs this agreement and will terminate upon SEATAC's acceptance of the WORK or the expiration of any contractor warranties of the WORK, whichever is later. This Agreement may also be terminated sooner pursuant to Section 10, TERMINATION.

## **10. TERMINATION**

Neither BURIEN nor SEATAC may terminate this Agreement without the written concurrence of the other Party.

- 10.1.1. If this Agreement is terminated by SEATAC prior to the fulfillment of the terms stated herein, SEATAC agrees to reimburse BURIEN for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.1.2. If this Agreement is terminated by BURIEN prior to the fulfillment of the terms stated herein, BURIEN will be responsible for the actual direct and related indirect expenses and costs it has incurred for the WORK up to the date of termination, as well as the costs of non-cancelable obligations.
- 10.1.3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **11. AMENDMENT**

- 11.1. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## **12. INDEPENDENT CONTRACTOR**

- 12.1. BURIEN shall be deemed an independent contractor for all purposes and the employees of BURIEN or any of its contractors or subcontractors, shall not in any manner be deemed to be employees of SEATAC.

### 13. INDEMNIFICATION AND INSURANCE

- 13.1. To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, the work to be performed or performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) SEATAC, its employees, authorized agents, contractors and/or subcontractors and (b) BURIEN, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's, its employees, contractors, subcontractors and/or authorized agents own negligence.

- 13.2. BURIEN shall require all contractors and subcontractors that construct the PROJECT to carry insurance that names the City of SeaTac and its officers and employees primary non-contributory additional insureds, with policy limits in the following amounts:

Commercial General Liability--\$3.0 million.

Automobile Liability--\$1.0 million per occurrence.

Worker's Compensation--Employees of Contractors and Subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. BURIEN shall obtain a certificate of insurance that complies with the requirements above, which must be approved by the SeaTac Risk Management or Legal Department.

- 13.3. This Section 13 shall survive termination of this Agreement.

### 14. DISPUTES

- 14.1. In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the

cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

**15. VENUE**

15.1. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in King County Superior Court,. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

**16. RECORDS RETENTION AND AUDIT**

16.1. During the progress of the WORK and for a period not less than six (6) years from the date of final payment by SEATAC, the records and accounts pertaining to the WORK and accounting therefore are to be kept available by the Parties for inspection and audit by Washington State and/or the Federal Highway Administration and copies of all records, accounts, documents, or other data pertaining to the WORK will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period. This Section 16 shall survive termination of this Agreement.

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

CITY OF SEATAC

CITY OF BURIEN

Carl C. Cole, City Manager

By (print):

*Carl C. Cole*

Signature:

City Manager

Date:

*10/14/2020*

By (print):

*Brian J. Wilson*  
Brian J. Wilson  
City Manager

Signature:

City Manager

Date:

*9/23/2020*

APPROVED AS TO FORM:

Approved by Mark S. Johnsen on 10/9/2020;  
see attached email.

City Attorney

10/9/2020

Date:

APPROVED AS TO FORM:

City Attorney

September 21, 2020

Date:

**Miller Creek Stream Restoration Project**  
**Cost Breakdown by Jurisdiction - Summary 2022**

Project No. 33241

Date Updated: 8/23/2022

Item No.	Description	2022 Estimate			2019 Estimate		
		Amount	Burien	SeaTac	Amount	Burien	SeaTac
1	Preparation	\$ 673,100	\$ 237,430	\$ 435,670	\$ 464,120	\$ 277,180	\$ 186,940
2	Earthwork	\$ 350,090	\$ 186,732	\$ 163,358	\$ 246,867	\$ 137,845	\$ 109,022
3	Surfacing and paving	\$ 171,000	\$ 25,650	\$ 145,350	\$ 43,600	\$ 10,000	\$ 33,600
4	Hardscape	\$ 79,640	\$ 44,638	\$ 35,003	\$ 42,240	\$ 7,750	\$ 34,490
5	Drainage	\$ 861,280	\$ 286,340	\$ 574,940	\$ 467,710	\$ 131,250	\$ 336,460
6	Landscape	\$ 589,187	\$ 589,187	\$ -	\$ 297,000	\$ 297,000	\$ -
7	Traffic Markings	\$ 11,915	\$ 1,750	\$ 10,165	\$ 8,800	\$ 300	\$ 8,500
8	Streamwork	\$ 487,750	\$ 305,677	\$ 182,074	\$ 239,971	\$ 159,771	\$ 80,200
9	TESC	\$ 66,060	\$ 30,574	\$ 35,486	\$ 54,520	\$ 32,720	\$ 21,800
10	Other	\$ 249,180	\$ 244,415	\$ 4,765	\$ 408,475	\$ 405,775	\$ 2,700
	<b>Construction Subtotal</b>	<b>\$ 3,539,202</b>	<b>\$ 1,952,391</b>	<b>\$ 1,586,810</b>	<b>\$ 2,274,000</b>	<b>\$ 1,460,000</b>	<b>\$ 814,000</b>
	Construction Cost Escalation (0%)	\$ -	\$ -	\$ -	\$ 91,000	\$ 58,400	\$ 32,600
	Construction Contingency (10%)	\$ 303,920	\$ 170,239	\$ 133,681	\$ 237,000	\$ 152,000	\$ 85,000
	Sales Tax (10.1%)	\$ 179,434	\$ 147,225	\$ 32,209	\$ 93,200		\$ 93,200
	<b>Total Construction Cost</b>	<b>\$ 4,022,555</b>	<b>\$ 2,269,855</b>	<b>\$ 1,752,700</b>	<b>\$ 2,695,200</b>	<b>\$ 1,670,400</b>	<b>\$ 1,024,800</b>
	Final Design	\$ 400,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 134,000	\$ 66,000
	Construction Services	\$ 380,000	\$ 190,000	\$ 190,000	\$ 330,000	\$ 200,000	\$ 130,000
	<b>Project Total Cost</b>	<b>\$ 4,802,555</b>	<b>\$ 2,659,855</b>	<b>\$ 2,142,700</b>	<b>\$ 3,225,200</b>	<b>\$ 2,004,400</b>	<b>\$ 1,220,800</b>
	Funds from Ecology Grant	\$ (700,000)	\$ (500,000)	\$ (200,000)	\$ (700,000)	\$ (650,000)	\$ (50,000)
	Funds from Port of Seattle	\$ (800,000)	\$ (614,200)	\$ (185,800)	\$ (700,000)	\$ (514,200)	\$ (185,800)
	<b>Remaining Funds Needed</b>	<b>\$ 3,302,555</b>	<b>\$ 1,545,655</b>	<b>\$ 1,756,900</b>	<b>\$ 1,825,200</b>	<b>\$ 840,200</b>	<b>\$ 985,000</b>

**Notes:**

- Costs are based on 2022 Unit Prices.
- Assumes streamwork split as approximately 67% towards Burien and 33% towards SeaTac. Streamwork incl. channel and floodplain excavation, embankment compaction for filling existing channel, and installation of LWD and streambed gravel.
- The mobilization for each jurisdiction was 10% of project cost before mobilization was calculated.
- \$700,000 from the Ecology Grant was split as \$200,000 towards Seatac for the stormwater treatment facility and associated mobilization and pipes and structures, and \$500,000 towards Burien for the water quality provided by way of floodplain, landscaping and permeable pavers for the access road.
- \$800,000 from the Port of Seattle was split as \$185,800 towards Seatac for stream and landscaping in Des Moines Memorial Nursery.
- Assumed road work and storm drainage work split as approximately 85% towards SeaTac and 15% towards Burien
- Sales tax only applies to work outside right of way including streamwork, landscaping and utilities

# MILLER CREEK STREAM REALIGNMENT & DAYLIGHTING PROJECT

SEPT 1, 2022



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

- Provide Committee a project update
- Request an amendment to the Project Interlocal Agreement to increase available funding

## WHY IS THIS ISSUE IMPORTANT?

1. The project design is complete, and the project is ready to be advertised in the Fall of 2022
2. Total project costs have increased significantly, and additional funding is necessary to construct the project
3. The project cannot be advertised until additional funding has been secured
4. Removal of the stream from failing culverts within SeaTac remains a priority.



# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED

- Forward an Ordinance authorizing the City Manager to amend the ILA with Burien increasing project funding for SeaTac's portion of the project to a not-to-exceed amount of \$1,760,000 and amending the 2021-2022 budget accordingly.

## STAFF RECOMMENDATION

- Forward to Council with a recommendation to approve.

## REVIEWS TO DATE

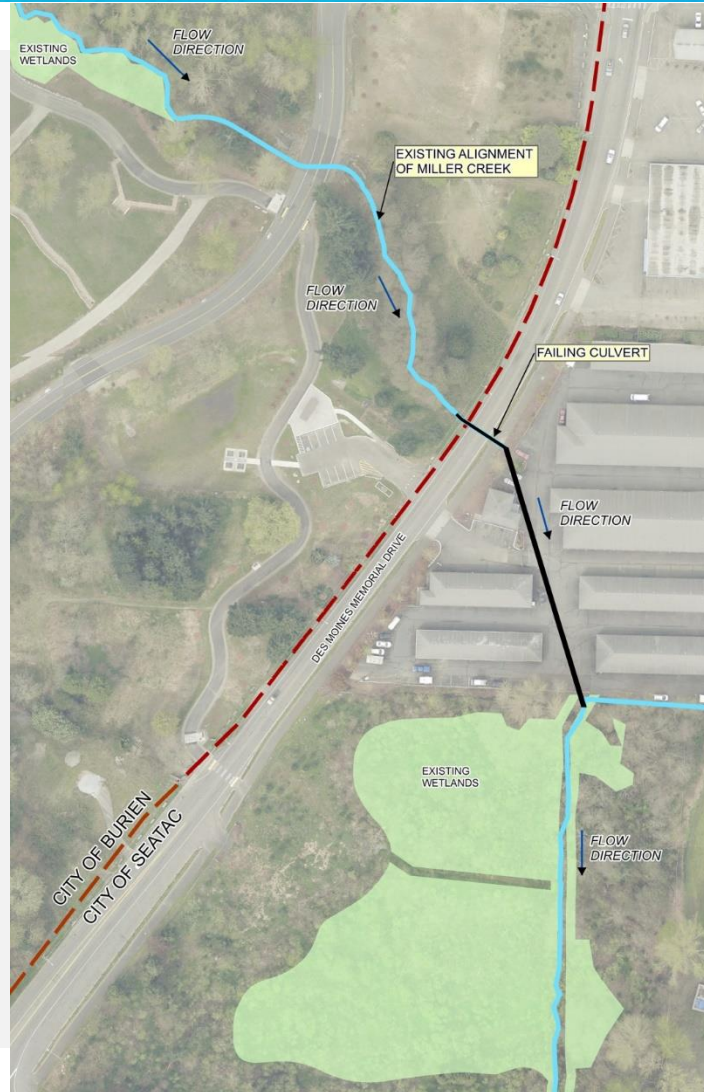
- T&PW: 10/19/2017, 9/5/2019, 9/1/2022
- Council: 2/11/2020





# Miller Creek Stream Realignment & Daylighting Project

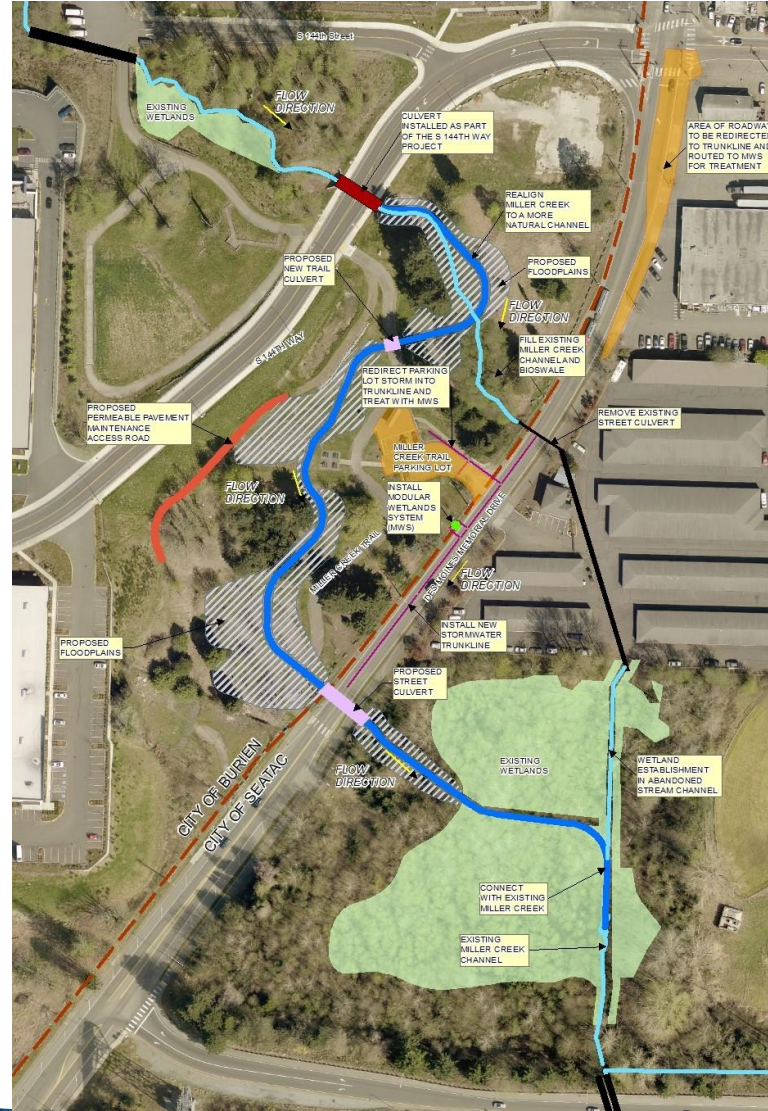
## Existing Condition





# Miller Creek Stream Realignment & Daylighting Project

## Realigned Condition



# PROJECT BENEFITS

- Daylights about 340 feet of Miller Creek
- Improves water quality
- Improves riparian environment, stream habitat and fish passage
- Creates floodplain and flattens creek to reduce high flows
- Sustainable design



# PROJECT BENEFITS

- Resolves risks associated with two failing culverts
- Leverages funding from the Port for design
- Partnership required to achieve project goals
- Achieves priorities of Miller-Walker Basin Partnership



# WHAT HAS CHANGED?

- Final Design completed
- Engineers Estimate completed
- Project Costs have increased 2019 - \$3.2M to 2022 \$4.8M

<b>2022 Miller Creek Realignment Costs</b>	<b>Project</b>	<b>Burien</b>	<b>SeaTac</b>
<b>Total Construction Cost (Schedule A &amp; B)</b>	<b>\$4,022,600</b>	<b>\$2,269,900</b>	<b>\$1,752,700</b>
Final Design	\$400,000	\$200,000	\$200,000
Construction Services	\$380,000	\$190,000	\$190,000
<b>Project Total Cost</b>	<b>\$4,802,600</b>	<b>\$2,659,900</b>	<b>\$2,142,700</b>
Funds from Ecology Grant	(\$700,000)	(\$500,000)	(\$200,000)
Funds from Port of Seattle	(\$800,000)	(\$614,200)	(\$185,800)
<b>Remaining Funds Needed</b>	<b>\$3,302,600</b>	<b>\$1,545,700</b>	<b>\$1,756,900</b>



# DRIVERS BEHIND PROJECT COST

- Past estimate was 90% complete for stream elements, not general civil and structural elements
- Covid 19
- Labor shortages and regional costs
- Material shortages and supply chain impacts
- Manufacturing costs





# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED

- Forward an Ordinance authorizing the City Manager to amend the ILA with Burien increasing project funding for SeaTac's portion of the project to a not-to-exceed amount of \$1,760,000 and amending the 2021-2022 budget accordingly.

## STAFF RECOMMENDATION

- Forward to Council with a recommendation to approve.

## REVIEWS TO DATE

- T&PW: 10/19/2017, 9/5/2019, 9/1/2022
- Council: 2/11/2020





# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Brenton Cook, CE2 / Karen Spencer, Administrative Assistant 3  
Date: September 1, 2022  
Subject: 2023 Overlay Project Design Contract

---

**Purpose:**

Review an Ordinance authoring the City Manager to execute a professional Services contract with Exeltech Consulting, Inc. for the 2023 Overlay Project (ST-903) and amend the City's 2021-2022 Biennial Budget.

**Background:**

The 2023 Overlay Project is a grind and overlay of over one mile of asphalt pavement along the South 154th Street / South 156th Way corridor between Des Moines Memorial Drive and 24th Avenue South. The road runs along the northern end of the airport and is bounded on both sides by Port of Seattle-owned property. The roadway, including its stormwater infrastructure, was constructed by the Port of Seattle in the early 2000s as part of the Third Runway Project. In some areas, the roadway is supported by a mechanically stabilized earth (MSE) wall. Existing pavement conditions may warrant full depth asphalt removal and replacement in select areas. The project will address Americans with Disabilities Act (ADA) deficiencies as necessary and may involve repairing or replacing existing pedestrian facilities such as asphalt ramps. Lastly, existing stormwater infrastructure will be assessed to improve functionality and maximize treatment of runoff before it is discharged to nearby Miller Creek. A consultant selection process was conducted in accordance with state law regarding contracts for architectural and engineering services (RCW Chapter 39.80). Three consultants were solicited from the Municipal Research and Services Center based on qualifications. A selection committee comprised of three staff members interviewed each consultant team and scored each presentation. Exeltech Consulting, Inc. was selected as the most qualified firm to design the project. Exeltech's contract scope will include development of contract bid documents including plans, specifications, and engineer's estimate for construction. Design completion is anticipated by March 2023. Construction is estimated to start by June 2023.

**Budget Significance:**

A 2021-2022 budget amendment in the amount of \$143,479 is required to execute the subject design contract and begin work in 2022. Unallocated funding is available in the 102 Street Fund. No negative impacts to department operations or capital projects will result from approving the proposed amendment.

**Options/Recommendation:**

Staff recommend forwarding the subject ordinance to full Council for review with a recommendation for adoption

**CONSULTANT CONTRACT**  
**between the City of SeaTac and Exeltech Consulting, Inc.**

**Project Title: Public Works Project ST-903**  
**2023 Overlay Project – South 156th Way / South 156<sup>th</sup> Street**  
**Between Des Moines Memorial Drive and 24<sup>th</sup> Avenue South**

THIS CONTRACT, is made and entered into effective on the date upon which the last party to sign this Contract so signs the Contract, by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as the “City”, and Exeltech Consulting, Inc., hereinafter referred to as the “Consultant”, on the following terms and conditions in conjunction with the project indicated above.

1. **EMPLOYMENT.** The City hereby agrees to retain and employ the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Contract.
2. **SCOPE OF SERVICES.** The Consultant shall be responsible for completion of the scope of services detailed in Attachment A to this Contract.
3. **TIME FOR COMPLETION.** All work shall be completed by December 31, 2023.
4. **PROFESSIONAL STANDARDS.** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in this community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, plans, programs and other work and materials furnished under this Contract.
5. **COMPENSATION - REIMBURSEMENT OF EXPENSES.** The City shall pay to the Consultant compensation and expenses not to exceed \$143,479, and payment will only be made for actual services rendered.
6. **RECORDS INSPECTION AND AUDIT.** All compensation payments shall be subject to adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of account pertaining to any work performed under this Contract shall be subject to inspection and audit by the City for a period of up to three (3) years from final payment of work performed under this contract.
7. **OWNERSHIP OF DOCUMENTS.** All plans, programs, specifications, designs, reports, records and other documents produced during or as a result of services rendered pursuant to this Contract shall be owned by and become the property of the City, and may be used by the City for any purposes beneficial to the City.
8. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor’s business, equipment, and personnel engaged in operations covered by this



Agreement or accruing out of the performance of those operations. Contractor shall also obtain and/or maintain a City business license throughout the duration of this Agreement.

9. INDEMNIFICATION. Consultant shall defend, indemnify and hold harmless the City, its officers, officials, employees, directors, agents and volunteers from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement, except for injuries and damages caused by the City's sole negligence. The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

10. INSURANCE. The Consultant shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected and appointed officials, officers, and employees as Primary-Non-Contributory Additional Insureds of said policies.

The Consultant shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The Consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form  
\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate  
Coverage to include Premise and Operations Liability  
Blanket Contractual  
OCP for subcontractors liability  
Product and Completed Operations Liability  
Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$2,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

PROFESSIONAL LIABILITY

Minimum of \$1,000,000 limits

WORKER'S COMPENSATION

Employees of Consultant and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Consultant's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract. The policy limits required under this Contract does not limit the Consultant's liability.

Failure of the Consultant to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

11. **RESTRICTION AGAINST ASSIGNMENT.** The Consultant shall not assign this Contract or any interest herein, nor any money due or to become due hereunder without first obtaining the written consent of the City, nor shall the Consultant subcontract any part of the consulting services to be performed hereunder, without first obtaining the consent of the City.

12. **CONTINUATION OF PERFORMANCE.** In the event that any dispute or conflict arises between the parties regarding any of the performance of the Consultant and/or providing the required deliverables defined in the Scope of Services while this Contract is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities, unless otherwise directed by the City. If any dispute or conflict arises that is not either of the above performance or product issues, the Consultant may elect to stop work until the dispute or conflict is resolved.

13. **TERMINATION OF CONTRACT.** Performance of the consulting services under this Contract may be terminated for any cause deemed sufficient by either the City or the Consultant, in whole or in part, at any time, by either party giving the other written notice of such termination, specifying the extent and effective date thereof, by not sooner than thirty (30) days from date of such notice, providing that the Consultant shall complete and be compensated for any projects or duties previously assigned and accepted, and shall be compensated for all expenses incurred or committed to, that cannot be canceled.

14. **CONTRACT ADMINISTRATION.** This Contract shall be administered by Santosh Kuruvilla on behalf of the Consultant and by Brenton Cook on behalf of the City. Any written notices required by terms of this contract shall be served or mailed as follows:

TO THE CITY:

City of SeaTac  
Attn.: Brenton Cook, PE, Project Manager  
4800 S. 188th Street  
SeaTac, WA 98198  
Telephone: (206) 973-4723  
Email: bcook@seatacwa.gov

TO THE CONSULTANT:

Exeltech Consulting, Inc.  
Santosh Kuruvilla, PE, President  
8729 Commerce Place Drive NE, Suite A  
Lacey, WA 98516  
Telephone: (206) 713-1241  
Email: santosh@xltech.com

15. CONSTRUCTION AND VENUE. This Contract shall be construed in accordance with laws of this State of Washington. In the event of any litigation regarding the construction or effect of this Contract, or the rights of the parties pursuant to this Contract, it is agreed that venue shall be King County Superior Court, Maleng Regional Justice Center, King County, Washington.

16. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein and any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

**CONSULTANT**

**CITY OF SEATAC**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

**Attachment A**  
**Scope of Services and Fee Schedule**

Exhibit A

Scope of Services

City of SeaTac  
2023 Overlay  
S 154th Street, Des Moines Memorial Drive to 24th Ave S

September, 2022

---

**Prepared by:**  
Exeltech Consulting, Inc.  
8729 Commerce Pl Dr NE, Suite A  
Lacey, WA 98516



## TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>2</b>
<b>PROJECT DESCRIPTION.....</b>	<b>2</b>
<b>SUBSTITUTION OF PERSONNEL.....</b>	<b>2</b>
<b>PROJECT SCHEDULE.....</b>	<b>2</b>
<b>PROJECT ASSUMPTIONS.....</b>	<b>2</b>
<b>SCOPE OF SERVICES.....</b>	<b>5</b>
<b>1. PROJECT MANAGEMENT.....</b>	<b>5</b>
1.1 Project Meetings.....	5
1.2 Monthly Progress Reports.....	5
1.3 Engineering Schedule.....	6
<b>2. SITE EVALUATION.....</b>	<b>6</b>
2.1 Surface Features/Utilities.....	6
2.2 ADA Curb Ramps.....	6
2.3 Stormwater Design.....	7
2.4 Surveying.....	7
<b>3. ROADWAY ENGINEERING.....</b>	<b>7</b>
3.1 50% Design.....	7
3.2 95% Design.....	7
3.3 Constructability Review.....	8
3.4 100% Final Design Plans “Bid Package”.....	8

## **INTRODUCTION**

The City of SeaTac (hereinafter “CLIENT”) is the Contracting Agency for this scope of services. Exeltech Consulting, Inc. (hereinafter “Consultant”) shall work under the CLIENT’s designated Project Manager and, as directed by the CLIENT, shall provide engineering services on the 2023 Overlay Project (hereinafter “Project”) to support the CLIENT in providing design and construction management services for the Project.

## **PROJECT DESCRIPTION**

The 2023 Overlay Project will resurface approximately 6,070 lineal feet of asphalt roadway along the South 154th / South 156th Street corridor between Des Moines Memorial Drive and 24th Avenue South / Air Cargo Road (see attached map) along the northern perimeter of SeaTac International Airport. The project extents will not encompass the intersections at either end of the roadway corridor. In general, the City plans to perform a 2- to 3-inch grind and overlay. In some areas, existing pavement conditions may warrant full depth removal and replacement. Existing pedestrian facilities to be updated to meet ADA requirements. In addition, existing stormwater facilities to be updated to provide enhanced treatment to improve treatment and provide continued functionality.

The Project is funded with local city of SeaTac funds in the amount of \$XXXXX.

## **SUBSTITUTION OF PERSONNEL**

The Consultant recognizes and agrees that if a change is made substituting or changing assigned key personnel, the Consultant shall be responsible for costs with the “Transfer of Knowledge and Information.” The Transfer of Knowledge and Information shall be defined to include the labor hours spent reviewing project documentation, participating in meetings with Project personnel, and participating in site visits to normalize oneself with the Project and project location(s). The Agency shall not pay for any time spent for the “Transfer of Knowledge and Information.”

## **PROJECT SCHEDULE**

- |  |                            |
|--|----------------------------|
| • Notice to Proceed                      | Beginning of October, 2022 |
| • 100% PS&E                              | End of February 2023       |
| • Ad and Award                           | End of March 2023          |
| • Construction Phase Services (Optional) | April 2023 to April 2024   |

## **PROJECT ASSUMPTIONS**

### **GENERAL**

1. CLIENT will provide copies of available roadway information, such as plans or as-builts for existing roadway, GIS drawings (with utilities), aerial images, and other work products developed for the CLIENT related to the existing roadway.



2. CLIENT will provide GIS drawing in ACAD format.
3. The Consultant will rely on accuracy of CLIENT provided information and assumes no liability or legal exposure for any inaccuracies or inconsistencies that are discovered.
4. CLIENT will have timely reviews of submitted deliverables at mutually agreed upon times and will consolidate review comments into one review document prior to returning to the Consultant. The Project Schedule assumes two-week review turn-around times by the CLIENT.
5. CLIENT will keep the Consultant informed as to status of reviews, invoices, and other decisions that may affect the delivery of the Project.
6. Budgeting assumes a continuous design progression from the start of design through approval of 100% PS&E. Phasing of design is not anticipated. It also assumes a continuous construction schedule.
7. Design submittals will be limited to a 50% and 95% review and a 100% signed PS&E submittal.
8. Hazardous materials will not be found.
9. The CLIENT will be responsible for public involvement activities.
10. The CLIENT will make timely payment of invoices (within 30 days of approved invoice).
11. Project deliverables will be in electronic pdf format (excluding invoices and supporting documents, which will be delivered in hard copy format only).
12. Supplemental survey services will be provided by Consultant.
13. The CLIENT will help the Consultant coordinate with any found/necessary Franchise utility conflicts with existing appurtenances that may need adjustments/relocations.
14. Professional services will be limited to these assumed hours/costs, as established in Exhibit D, unless additional services are authorized. Hours/budget may be moved between tasks, so long as the overall Contract amount is not exceeded.
15. All CLIENT directed activities, above and beyond the scope of work, will require written confirmation from the CLIENT Project Manager or designee.
16. Cost estimates provided are the engineer's opinion of cost.
17. Design assumes no added impervious surfacing, so permitting outside of the City of SeaTac is not included.
18. Services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant shall have no other obligations, duties or responsibilities associated with the project except provided in this agreement.

## **DESIGN PHASE**

1. The plans, specifications, and opinion of probable cost will be prepared, to the extent feasible, in accordance with the following in accordance with the following:
  - 2022 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction
  - 2022 WSDOT LAG Manual

- Most recent as of 2022 AASHTO A Policy on Geometric Design of Highways and Streets
- American with Disabilities Act (ADA)
- 2022 Manual on Uniform Traffic Control Devices (MUTCD)
- Current Version of City of SeaTac Design Standards

Changes in any design specifications, guidelines, or standards after work has begun may result in supplemental services.

2. If needed, environmental permitting, including NEPA/SEPA Environmental approval, will be obtained by the CLIENT.
3. All plans and documents will be based on English units of measurement.
4. The plans will be prepared using AutoCAD 2015 software and will include an assumed 70 plan sheets total. See Table 1 for the assumed Design Sheet List for the 70 roadway improvements plan sheets.
5. After initial site evaluation and reconnaissance field testing has been completed it is assumed that the CLIENT will finalize project areas, paving method, limits and ADA ramp upgrades required for the project prior to advancing design to a 50% design level. Changes to the project areas, paving method, or ADA ramp location, areas and upgrades may require additional hours.
6. Stormwater design and analysis and modification to the existing stormwater system, other than lid adjustments or minor storm extensions, are excluded from this Scope of Services.
7. Curb ramp design effort will be limited to the budget identified in Exhibit D for ADA curb ramp reconnaissance and ADA curb ramp design (50%, 95% and 100%). The client will identify curb ramps to be upgraded in addition to the proposed curb ramp type prior to advancing design to the 50% design level.
8. Based on CLIENT direction, curb ramp design effort assumes a minimal effort approach, including but not limited to no topographic survey, design using photo imagery and/or GIS basemap (provided by the CLIENT), and field measurements using a tape measure and slope board. Design will be performed and noted on the plans to rely on the Contractor for field verification and field adjustments to the ramp design as necessary to comply with ADA standards, relieving the Consultant of liability. Designs will be based off hand measurements, not topographic survey, thus will be approximate designs and inherently will require field adjustments by the Contractor. The CLIENT will hold responsible the Contractor for resulting field adjustments to comply with ADA standards to the maximum extent feasible.
9. ADA curb ramps will be designed to the Maximum Extent Feasible (MEF) to meet ADA regulations based on the previous assumption above. MEF documentation will not be prepared as the CLIENT will approve the ramp designs.
10. The profile of the existing roads will not be modified such that they require design profiles within the plans.
11. Proposed channelization will be shown on the plans to match the existing channelization.
12. Traffic control design plans are excluded from this Scope of Services. The Contractor will be required to submit traffic control plans for approval as part of the respective construction contract traffic control bid item.

13. The Construction Stormwater General Permit will be prepared by the CLIENT or Contractor if required.
14. The Project will avoid impacts to environmentally sensitive or critical areas and will require no permits from state or federal regulatory agencies.
15. The Consultant will not be responsible to pay permit fees.
16. Right-of-way will not be acquired during the design or construction and temporary easements will not be necessary. Right-of-way services are excluded from this Scope of Services.
17. Services not described herein are excluded.

## **SCOPE OF SERVICES**

### **1. PROJECT MANAGEMENT**

The Consultant shall provide overall project management and documentation of work progress, including coordinating the work products of the design team that are critical to the overall design effort. Design Project Management scope extends for the duration of the design until the project is awarded to a contractor.

Changes that arise will be proactively communicated and documented with the CLIENT's agreement.

#### **1.1 Project Meetings**

It is anticipated that the Consultant will participate in three (3) project meetings with the CLIENT at the CLIENT'S offices and or in the field. This will include a Project Kickoff Meeting with the CLIENT, a 50% Design Review Meeting, and a 95% Design Review Meeting.

We anticipate that the Project Kickoff Meeting will be up to four (4) hours in duration (plus travel time) and will be attended by the Project Manager and Sr. Civil Engineer.

We anticipate that the 50% Design Review Meeting will be up to two (2) hours in duration and will be attended by the Project Manager and Sr. Civil Engineer.

We anticipate that the 95% Design Review Meeting will be up to two (2) hours in duration and will be attended by the Project Manager and Sr. Civil Engineer.

Biweekly project meetings will be held to coordinate project deliverables and an action item list. The Client will be invited to attend these meetings as needed.

#### **1.2 Monthly Progress Reports**

The Consultant shall prepare monthly progress reports including a summary of work completed, and financial status of project budget. These will be included with the monthly invoice/progress payments.

#### ***Deliverable(s):***

1. Monthly Progress Report – PDF and/or Hard Copy

## 2. Monthly Invoices – PDF and/or Hard Copy

### 1.3 Engineering Schedule

The following schedule will be followed in delivery of this project.

Item	Weeks after Notice to Proceed
50% Design Package	8
95% Design	15
100% Bid Package	24

## 2. SITE EVALUATION

Consultant will walk S 154<sup>th</sup> / 156<sup>th</sup> Way between Des Moines Memorial Drive and 24<sup>th</sup> Avenue South with the CLIENT. The Geotechnical Engineer is encouraged to attend this visit also to perform a preliminary evaluation of pavement conditions and develop preliminary pavement restoration strategies.

### *Deliverable(s):*

- Summary site visit and notes from field discussion – PDF Format

We anticipate that the site visit will identify stormwater features requiring video inspection, ADA ramps requiring replacement, and approximate limits and types of pavement repairs anticipated for the project.

### 2.1 Surface Features/Utilities

Using the CLIENT's GIS mapping, the Consultant will field locate or verify surface features between curbs or from edge of pavement to edge of pavement that will need replacement or resetting. The Consultant will field locate areas of pavement repairs and crack sealing. This will be performed to the best of the Consultants ability and within easily accessible areas. The reconnaissance will not confirm or guarantee the GIS mapping accuracy and is not guaranteed to identify every surface feature.

### *Deliverable(s):*

- Redlined CLIENT GIS MAP – PDF Copy

### 2.2 ADA Curb Ramps

The Consultant will use hand measuring tapes and an electronic slope board or rod and level to field measure existing features at or near existing curb ramps, including existing sidewalk and pavement sizes and slopes by using local control relative to curb lines and/or project stationing. This data will be utilized to locate additional survey points for design of ramp replacements.

### *Deliverable(s):*

- Redlined CLIENT GIS MAP – PDF Copy

## 2.3 Stormwater Design

The Consultant will verify existing stormwater design features. This project will upgrade existing treatment facilities which consist of three detention ponds to provide enhanced level of treatment. After receiving site survey data, we will develop two options to provide enhanced treatment.

### *Deliverable(s):*

- Technical memorandum addressing appropriate enhanced treatment and alternatives to achieve the treatment.

## 2.4 Surveying

Surveying services will be required for existing stormwater and ADA features. The three detention ponds will require topography information along with invert / outlet elevations. In addition to pond topography, up to 20 invert elevations are included.

### *Deliverable(s):*

- Topography site data in Autocadd format with surface for each pond.

## 3. ROADWAY ENGINEERING

### 3.1 50% Design

#### **Roadway Design**

The Consultant will develop 50% Roadway plans and detail sheets for the project. The plan sheets will depict areas of pavement improvements and proposed restoration strategies in addition to utility adjustments.

#### **ADA Curb Ramp Design**

The Consultant will prepare an Opinion of Probable Construction Costs based on the 50% design and quantities.

### *Deliverable(s):*

1. 50% Plans – 11 x 17 PDF Copy
2. Opinion of Probable Construction Costs – PDF Copy

### 3.2 95% Design

The Consultant will develop 95% Roadway PS&E. The Consultant will prepare an Opinion of Probable Construction Costs based on 95% design and quantities.

#### **Roadway Design**

The Consultant will incorporate the CLIENT's review comments and advance the 50% Roadway plans and detail sheets to a 95% design level.

#### **ADA Curb Ramp Design**

The Consultant will advance the Curb ramp sheets and develop associated details to a 95% design level.

### **Enhanced Stormwater Design**

The Consultant will advance the preferred enhanced stormwater design concept to 95% level design.

### **Project Specifications**

Special Provisions will be developed per the current 2016 WSDOT standard specifications or to City modified Special Provisions and the CLIENT's Division One APWA specials. The CLIENT will provide the City Specific front end standard contract documents, and Division 1 Specials. One draft set of Contract Specific Special Provisions including General Special Provisions with fill-ins completed shall be provided at the 95% submittal.

#### *Deliverable(s):*

1. 95% Plans – 11 x 17 PDF Copy
2. Opinion of Probable Construction Costs – PDF Copy
3. Contract Specifications and Special Provisions (Project Manual) – PDF Copy

### **3.3 Constructability Review**

With the 95% PS&E submittal, the Consultant will have an experienced independent Engineer from the Consultant Team review the PS&E. The 95% plans will be used for the review, and will be checked for coordination with existing facilities, site constraints, known utilities, construction staging, construction access, and various other constructability issues that are site specific.

During the Constructability Review, the Consultant will develop a Record of Materials (ROM). The ROM will be used to track materials on the project.

#### *Deliverable(s):*

1. 95% plans review comments – PDF Copy
2. Record of Materials – PDF Copy

### **3.4 100% Final Design Plans “Bid Package”**

After the CLIENT has reviewed and commented on the 95% design, the Consultant will incorporate the CLIENT's comments and proceed to 100% final design PS&E that will be stamped and signed and Ad ready.

### **Roadway Design**

The Consultant will incorporate the CLIENT's comments and advance the 95% Roadway plans and detail sheets to a 100% design level.

### **ADA Curb Ramp Design**

The Consultant will advance the Curb ramp sheets and develop associated details to a 100% design level.

### **Enhanced Stormwater Design**

The Consultant will advance the preferred enhanced stormwater design concept to 100% level design.

### **Project Specifications**

The Consultant will advance the Special Provisions to a 100% level.

*Deliverable(s):*

1. 100% Stamped and Signed Plans – (1) 11 x 17 Hard Copy and PDF Copy
2. 100% Opinion of Probable Construction Costs – (1) 8 ½ x 11 Hard Copy and PDF Copy
3. 100% Stamped and Signed Contract Specifications and Special Provisions (Project Manual, which will include state prevailing wage rates for King County and CLIENT provided exhibits or details) – (1) 8 ½ x 11 Hard Copy and PDF Copy



**Table 1: Assumed Design Sheet List**

Sheet No.	Sheet Name	50%	95%	100%
1	Title Sheet w/ Sheet Index and Vicinity Map	X	X	X
2	Project Map	X	X	X
3-6	Typical Restoration Sections (4 sheets)		X	X
7-10	Roadway Plans with Utility Adjustments and TESC (5 sheets)	X	X	X
11-12-	Curb Ramp Details (2 sheets)		X	X
13-14	Enhanced stormwater details (2 sheets)		X	X
15	Driveway Details (1 sheets)	X	X	X
16-17	Misc. Details (2 sheets)		X	X
18-22	Striping / Channelization Plans (5 sheets)	X	X	X

		<b>Exeltech</b>					
<b>City of SeaTac Overlay of 154th</b>							
Task	Sr. Project Manager (DT)	Civil Engineer (MB)	Sr. Construction Mgr. Inspector (KW)	CADD Technician (MT)	Admin Support (JC)	Total Labor Hours	
Hourly Rate	\$240.56	\$146.75	\$205.89	\$107.63	\$75.00		
<b>1. PROJECT MANAGEMENT</b>						<b>0</b>	
1.1 Project Meetings	20	32	6	30	4	88	
1.2 Monthly Progress Reports	8				8	8	
1.3 Schedule	2	2				4	
<b>2. SITE EVALUATION</b>						<b>0</b>	
2.1 Surface features / utility reconnaissance	6	8	8	8		30	
2.2 ADA Curb ramps						0	
2.3 Stormwater design						0	
2.4 Surveying						0	
<b>3. ROADWAY ENGINEERING</b>						<b>0</b>	
3.1 50% Design	5	30	16	120		171	
3.2 95% Design	6	52	8	120		186	
3.3 Constructability Review	6	14	16	10		46	
3.4 100% Final Design Plans "Bid Package"	8	52	24	144		228	
4						0	
						0	
<b>GRAND TOTAL - HOURS &amp; COST</b>	<b>61</b>	<b>190</b>	<b>78</b>	<b>432</b>	<b>12</b>	<b>773</b>	

**Project Name: SeaTac 154th pavement restoration and stormwater**  
**Client Name: City of SeaTac**  
**Task Description: Design Services**

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Dollars</u>
Sr. Project Manager (DT)	61	x	\$240.56	=	\$14,674.16
Civil Engineer (MB)	190	x	\$146.75	=	\$27,882.50
Sr. Construction Mgr. Inspector (KW)	78	x	\$205.89	=	\$16,059.42
CADD Technician (MT)	432	x	\$107.63	=	\$46,496.16
Admin Support	12		\$75.00	=	\$900.00
<b>Total Hours</b>	<b>773</b>				
	<b>Total DSC</b>			=	<b>\$106,012.24</b>
<b>Reimbursables</b>					
<u>Itemized</u>	<u>Quantit</u>	<u>Units</u>		<u>Rate</u>	
Reproduction and Printing	0	copies	@	=	\$0.00
Field Equipment Rental	0	each	@	=	\$0.00
Surveying Services	1	each	@	\$12,000.00	= \$12,000.00
Pipe video / review	1	Est	@	\$25,466.000	= \$25,466.00
<b>Reimbursables Total</b>					<b>\$37,466.00</b>
<b>Grand Total</b>					<b>\$143,478.24</b>

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, authorizing the City Manager to execute a professional services contract with Exeltech Consulting, Inc. for design of the 2023 Overlay Project (Public Works Project ST-903), and amend the City's 2021-2022 Biennial Budget.

**WHEREAS**, the City of SeaTac implements a transportation improvement program, which identifies capital improvement projects for the City's transportation network; and

**WHEREAS**, the 2023 Overlay Project ("Project"), Public Works Project ST-903, which is part of the City's transportation improvement program, will be designed in 2022 and 2023; and

**WHEREAS**, funding for the design efforts is needed in 2022, by increasing expenditures in the Street Fund (#102) by \$143,479;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC,**

**WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The City's 2021-2022 Biennial Budget shall be amended by increasing expenditures in the Street Fund (#102) by \$143,479 to fund design efforts for the 2023 Overlay Project.

**Section 2.** The City Manager is authorized to execute a contract with Exeltech Consulting, Inc., in the amount of \$143,479, for the design of the 2023 Overlay Project (Public Works Project ST-903).

**Section 3.** This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and signed in authentication thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SEATAC**

\_\_\_\_\_  
Jake Simpson, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to form:

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

[Effective Date: \_\_\_\_\_]

[2023 Overlay Project and Budget Amendment]

# Agenda Bill 6048 - 2023 Overlay Project

## Award of Professional Design Services Contract

September 1, 2022



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

Staff to provide overview of the 2023 Overlay Project and seek a Committee recommendation regarding a motion authorizing the following:

- Award of professional services contract with Exeltech Consulting, Inc.

## WHY IS THIS PROJECT IMPORTANT?

1. The project will rehabilitate the deteriorating asphalt roadway, and upgrade pedestrian facilities as needed to meet ADA guidelines.
2. The project is targeting to start construction in 3<sup>rd</sup> Quarter of 2023.
3. Public Works Engineering Staff is at requiring assistance in designing the project to ensure delivery in 2023.
4. South 154<sup>th</sup> Street / South 156<sup>th</sup> Way is a well travelled minor arterial that carries daily airport and Rapid Ride bus traffic.





# PROJECT LOCATION

- Project corridor extends just over one mile.
- Construction anticipated to start no later than June 2023.





# PROJECT ELEMENTS

## REHABILITATE ASPHALT ROADWAY





# PROJECT ELEMENTS

## IMPROVE SURFACE WATER COLLECTION AND TREATMENT



# AGENDA BILL OVERVIEW

## Design Consultant Selection

- Exeltech Consulting, Inc. was selected from a group of three firms to provide professional design services.
- Professional services to include:
  - Coordination & permitting
  - Design of water quality retrofits
  - Survey and Base Mapping
  - Easement generation
  - Design of ADA improvements
  - Generating plans, specifications, and construction estimates
  - Bid advertisement and construction contract award support



# FUNDING OVERVIEW

## Budget at a Glance

### Funding

Street Fund (102 Fund)  
Year 2022

\$0

---

**Total Funding Available**

**\$0**

### Expenditures

Exeltech Consulting, Inc. Professional Design Services

\$143,479

---

**Total Expenditures**

**\$143,479**



# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED

- Forward Agenda Bill 6048 to Council for approval at the September 13, 2022 RCM.

## STAFF RECOMMENDATION

- Forward Agenda Bill 6048 to Council for approval.





# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Brenton Cook, CE2 /Karen Spencer, Administrative Assistant 3  
Date: September 1, 2022  
Subject: Amend Geotech Contract with NV5

---

**Purpose:**

To amend an existing professional services contract with NV5 for on-call geotechnical services, increasing the amount available for services and the duration of the contract.

**Analysis:**

In September 2021, a professional services contract with NV5 was executed by the City Manager to provide on-call geotechnical engineering services for the City through December 31, 2022. Approved expenditures for this contract were not to exceed \$40,000. To date, NV5 has been utilized to provide engineering peer review for the Washington State Department of Transportation's SR-509 extension and materials testing during construction of the City's 2022 Overlay Project.

Staff anticipates utilizing NV5 for additional geotechnical services on South 156<sup>th</sup> Way/ South 154<sup>th</sup> Street as part of the 2023 Overlay Project design, and at three different locations in the City to assess slope hazards and provide geotechnical recommendations for remediation. To move forward with these tasks, the contract needs to be amended to increase allowable expenditures and extend the term to June 30, 2023.

**Budget Significance:**

Currently, there is sufficient funding within the 102 Street Fund (Professional Services line item) to cover an amendment to the existing on-call geotechnical engineering contract.

**Recommendation:**

Forward the request to amend the on-call geotechnical engineering contact with NV5 to full Council for review with a recommendation to approve.

CITY OF SEATAC – CONTRACT WITH  
GEODESIGN, INC. D.B.A. NV5.

**CONTRACT AMENDMENT 1**

The Public Works Consultant Contract dated September 9, 2021 (2021-2022 On-Call Geotechnical Engineering Services) between the City of SeaTac (“City”) and GeoDesign, Inc. d.b.a. NV5 (“Contractor”) is hereby amended as follows:

1. Section 2, Scope of Services. The Consultant shall also be responsible for the additional scope of services detailed in Exhibits A and B to the Contract Amendment.
2. Section 3, Time for Beginning and Completion. The time for all work to be completed is extended to June 30, 2023.
3. Section 5, Compensation and Reimbursement of Expenses. The compensation paid to the Consultant will be increased by \$48,000. The total compensation under the Contract shall not exceed \$88,000.00.

All other terms of the Contract shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract amendment.

**CITY OF SEATAC**

**GEODESIGN, INC. D.B.A. NV5**

By:

By:

\_\_\_\_\_  
Carl C. Cole  
City Manager

\_\_\_\_\_  
GeoDesign, Inc. d.b.a. NV5

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City of SeaTac Legal Department

# EXHIBIT A





July 13, 2022

City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

Attention: Brenton Cook

**Proposal**  
**Geotechnical Slope Stability Consultation Services**  
City of SeaTac  
37<sup>th</sup> Place South, South 178<sup>th</sup> Street, and South 154<sup>th</sup> Street  
SeaTac, Washington  
Project: CitySeaTac-5-01

## INTRODUCTION

GeoDesign, Inc. dba NV5 (NV5) is pleased to submit this proposal to provide geotechnical slope stability consultation services addressing stability concerns at the following three locations within the City of SeaTac:

- 37<sup>th</sup> Place South between 40<sup>th</sup> Place South and the U-shaped turn where the road becomes 35<sup>th</sup> Avenue South. Along this segment of 37<sup>th</sup> Place South, there are two separate locations on the northbound shoulder, where there is noticeable lateral displacement of the guard rail and crescent-shaped cracking and sagging of the asphalt concrete pavement. Both areas are approximately 150 feet long.
- The property addressed 17701 50<sup>th</sup> Court South is located along the toe of a steep slope that extends down from South 178<sup>th</sup> Street. The homeowner is concerned about stability of the slope. The City of SeaTac right-of-way (ROW) along South 178<sup>th</sup> Street extends approximately one-third of the way down the slope, and the remaining portion of the slope is on private property.
- Along South 154<sup>th</sup> Street below the north end of the third runway of SeaTac International Airport, suspicious cracking is present within westbound lane of South 154<sup>th</sup> Street, approximately 325 feet west of the intersection with 24<sup>th</sup> Avenue South. The road embankment is supported by a mechanically stabilized earth (MSE) retaining wall along the north side of the road.

## **SCOPE OF SERVICES**

Our consultation scope of services will provide a geotechnical/geologic reconnaissance of the three slope areas to qualitatively evaluate slope stability based on the observed conditions. The reconnaissance will be the basis for identifying causative factors impacting stability and our recommendations to improve stability and regarding additional geotechnical investigation is warranted. We have separated our scope of services for each location into a separate task as summarized below.

### **TASK 1: 37<sup>TH</sup> PLACE SOUTH**

- Review available documentation with regards to road widening and residential development between 40<sup>th</sup> Place South and 37<sup>th</sup> Place South along the toe of the slope, site grading plans, utilities, records of past slope failures in the area, maintenance records for 37<sup>th</sup> Place South, and available geologic maps, geotechnical reports, and light detection and ranging (LiDAR) imagery.
- Conduct a limited geologic reconnaissance of the site to observe existing conditions from readily accessible areas for indications of instability and identify conditions with the potential to impact slope stability.
- Prepare draft and final reports summarizing the results of our reconnaissance, providing conclusions and recommendations regarding slope stability, and indicating whether additional study or monitoring is recommended.

### **TASK 2: SOUTH 178<sup>TH</sup> STREET**

- Review available documentation with regards to road widening and housing development along 50<sup>th</sup> Court South, site grading, utilities, records of past slope failures in the area, and available geologic maps, geotechnical reports, and LiDAR imagery.
- Conduct a limited geologic reconnaissance of the site to observe existing conditions from readily accessible areas for indications of instability and identify conditions with the potential to impact slope stability.
- Prepare draft and final reports summarizing the results of our reconnaissance, providing conclusions and recommendations regarding slope stability, and indicating whether additional study or monitoring is recommended.

### **TASK 3: SOUTH 154<sup>TH</sup> STREET**

- Review available documentation with regards to road construction, MSE wall plans, as-built records and photographs/images, utility maps, maintenance records for South 154<sup>th</sup> Street in the project vicinity, and available geologic maps, geotechnical reports, and LiDAR imagery.
- Conduct a limited geologic reconnaissance of the site to observe existing conditions along the South 154<sup>th</sup> Street ROW and the condition of the MSE wall, including the toe area along the base of the wall if accessible. Based on existing imagery, a maintenance road appears to extend along the base of the wall. Observe the areas for indications of instability and identify conditions with the potential to impact the road embankment or wall stability.
- Prepare draft and final reports summarizing the results of our reconnaissance, providing conclusions and recommendations regarding slope stability, and indicating whether additional study or monitoring is recommended.

**SCHEDULE**

We will schedule our services following your written authorization to proceed. Our field reconnaissance services will be provided within approximately two weeks of authorization. Our summary report will be available approximately two weeks following completion of field services.

**FEE**

Our services will be provided on a not-to-exceed, time-and-materials basis in accordance with the terms of our ongoing services for this project for the estimated fee provided below.

<u>Task</u>	<u>Estimated Fee</u>
Task 1: 37 <sup>th</sup> Place South	\$4,671
Task 2: South 178 <sup>th</sup> Street	2,603
Task 3: South 154 <sup>th</sup> Street	<u>4,671</u>
<b>Total</b>	<b>\$11,945</b>

A detailed summary of our expenditures for each option is attached.

Our services will be provided on a time-and-materials basis in accordance with the On-Call Agreement for Professional Services 2021-2022 On-Call Geotechnical Engineering Services.



We appreciate the opportunity to submit this agreement. Please call if you have questions regarding this submittal.

Sincerely,

NV5



Kevin J. Lamb, P.E.  
Principal Engineer

EIL:KJL:sn

Attachment

One copy submitted (via email only)

Document ID: CitySeaTac-5-01-071322-geop.docx

© 2022 NV5. All rights reserved.

**NV5 FEE SUMMARY**

Project: **City of SeaTac – 37th Place South, South 178th Street, and South 154th Street**  
 Job No. **CitySeaTac-5-01**

Date **7/13/2022**

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2020 Standard Schedule
NV5 OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	N/A
Allowable Handling Charge	12%

SCOPE SUMMARY - SEE PROPOSAL DOCUMENT:

**PROJECT PHASES OR TASKS**

NV5 LABOR - Summary from NV5 Hours Worksheet		TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St	Total Hours	Labor Rate	Cost
	<b>CLASSIFICATION</b>						
1.	Principal	14.0	7.0	14.0	35.00	\$224.00	\$7,840
2.	Senior Associate					\$204.00	
3.	Associate					\$192.00	
6.	Project Manager I					\$154.00	
10.	Staff III	6.0	3.0	6.0	15.00	\$133.00	\$1,995
11.	Staff II					\$121.00	
12.	Staff I					\$106.00	
14.	CAD	3.0	2.0	3.0	8.00	\$101.00	\$808
15.	Tech II					\$95.00	
16.	Tech I					\$83.00	
17.	Senior Project Assistant	2.0	2.0	2.0	6.00	\$97.00	\$592
18.	Proj Assistant	2.0	2.0	2.0	6.00	\$90.00	\$540
19.	Support Staff					\$77.00	

<b>SUBTOTAL - Labor</b>	\$4,611.00	\$2,543.00	\$4,611	70.0		\$11,765.00
<b>SUBTOTAL LABOR</b>	\$4,611.00	\$2,543.00	\$4,611			\$11,765.00

EQUIPMENT	TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St	Unit	Rate	Extended
VEHICLE - NV5 - 1	1	1	1	Day	\$21.00	\$63.00
VEHICLE - Mileage	62	62	62	Mile	\$0.630	\$117.18
-						
<b>SUBTOTAL EQUIPMENT</b>	\$60	\$60	\$60			\$180.18

REIMBURSABLES:	TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St	Unit	Rate	Extended
Reproduction - Copy (B&W)				each	\$0.12	
Reproduction - Copy (COLOR) 11 x 17				each	\$1.500	
Permits				each	\$250.00	
-						
<b>SUBTOTAL REIMBURSABLES</b>						

LABORATORY TESTING:	TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St	Unit	Rate	Extended
-						
<b>SUBTOTAL LABORATORY</b>						

<b>NV5 Charges SubTotal</b>	\$4,671.06	\$2,603.06	\$4,671			\$11,945.18
-----------------------------	------------	------------	---------	--	--	-------------

SUBCONTRACTORS (include tax when applicable)	TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St	SUBTOTAL	HC	Extended
5110.99 Other Subconsultants						
5110.99 Other Subconsultants						
<b>SUBTOTAL SUBCONSULTANTS incl HC</b>						

	TASK 1 37th Place South	TASK 2 S 178th St Above 17701 50th Ct S	TASK 3 S 154th St			
<b>ACTUAL SUBTOTAL BY TASK incl HC</b>	\$4,671.06	\$2,603.06	\$4,671.06			\$11,945.18

**TOTAL - ESTIMATED FEE**

## **EXHIBIT B**



July 28, 2022

City of SeaTac  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

Attention: Brenton Cook

**Proposal**  
**Pavement Engineering Services**  
City of SeaTac 2023 Overlay Project  
South 154<sup>th</sup> Street  
SeaTac, Washington  
Project: CitySeaTac-4-01

## INTRODUCTION

GeoDesign, Inc. dba NV5 (NV5) is pleased to submit this proposal for pavement engineering services in support of the City of SeaTac (City) 2023 Overlay project. The proposed project will rehabilitate approximately 6,100 feet of South 154<sup>th</sup> Street between Des Moines Memorial Drive and 24<sup>th</sup> Avenue South.

We understand the City is considering performing a 2-inch grind and inlay similar to past pavement rehabilitation projects in the city. We recommend verifying pavement capacity through testing and analysis to calculate the effective pavement capacity and identify appropriate rehabilitation options. Information used to develop our scope and cost estimate is based on our recent discussions and includes the following:

- The existing pavement section was designed as 4 inches of hot mix asphalt (HMA) over 8 inches of crushed rock base course.
- The road was constructed in the early 2000s and this will be the first rehabilitation.
- Utility work may include upgrades to the storm drain system.
- Crescent/longitudinal cracking with a small amount of transverse cracking is occurring along a portion of the road where a mechanically stabilized earth wall is present on the north side of the right-of-way (ROW).
- A uniformed police officer is required as part of the traffic control plan.

## **APPROACH**

We are proposing an investigation approach that consists of in situ testing to explore and measure the pavement and subgrade conditions using falling weight deflectometer (FWD) equipment and the collection of a limited number of pavement cores.

The FWD and ground penetrating radar (GPR) survey will provide a large number of in situ measurements on which to base the rehabilitation design. At each FWD test location, we will estimate the effective pavement modulus, effective structural number, and subgrade resilient modulus. Pavement FWD testing is non-destructive and provides accurate information regarding the structural capacity of the existing pavement and identifies underlying issues that can cause surface distress. Using FWD linked with a global positioning system provides location-specific results and rehabilitation of the pavement based on variable conditions. In addition, FWD-based rehabilitation designs are based on the measurement of in situ conditions and provide rehabilitation options that can be tailored to fit urban geometric constraints using grind, inlay, and overlay construction methods.

The FWD data provide in situ measurements that are used to back-calculate the subgrade modulus and to evaluate pavement conditions. The use of FWD and in situ measurements will significantly improve our confidence in the parameters used to develop rehabilitation options and support a design that is based on actual measured parameters rather than assumed or empirically estimated values. This will improve the efficiency of the design and help minimize the risk of early pavement failures.

## **SCOPE OF SERVICES**

Our scope of services will support recommendations for rehabilitation of the pavement and will consist of the following:

- Review available documentation and as-builts for the structure and pavement.
- Conduct a walkthrough to observe pavement condition. Provide information regarding pavement distress that may require repair or reconstruction before global rehabilitation.
- Coordinate and manage the field exploration, including utility locates, access preparation, and scheduling of contractors and NV5 staff.
- Prepare traffic control plans and obtain ROW permits from the City.
- Mark coring locations and request one-call utility locate services.
- Provide traffic control services to support the work, including a uniformed police officer.
- Drill up to six pavement borings to depths of up to 3 feet below ground surface using solid-stem auger methods, including the following:
  - A site plan of proposed core locations will be provided to the City for review before field explorations start.
  - All core holes will be patched with EZ Street polymer-modified patch compound.
  - A detailed log of the explorations will be maintained and samples of the pavement, base, and subgrade materials encountered will be collected.
  - Soil samples will be collected at select depths in the boring/core explorations.



- Conduct FWD testing in the outside wheel track of the outside travel lanes at approximately 100-foot spacings for a total of approximately 120 test locations. FWD tests in adjacent lanes will be offset by 50 feet.
- Analyze FWD and subsurface data and back-calculate the subgrade and base resilient modulus from the FWD data.
- Estimate the existing pavement structural capacity and the subgrade resilient modulus based on the FWD test results.
- Conduct a GPR survey along both eastbound and westbound lanes.
- Analyze traffic classification count data provided by the design team and determine the design pavement equivalent single-axle load.
- Provide options for pavement rehabilitation or reconstruction.
- Identify areas where dig-out and replace/repair are recommended.
- Prepare draft and final reports summarizing the results of our subsurface explorations and in situ testing as well as providing recommendations and conclusions for pavement rehabilitation. Information to be provided in the report will include the following:
  - Subsurface soil and groundwater conditions
  - Rehabilitation options for a 15- and 20-year rehabilitation life, including conventional HMA pavement section to reconstruct dig-out areas
  - Pavement and fill materials and geosynthetics
  - Subgrade preparation for dig-out areas

**SCHEDULE**

We will schedule our services following receipt of your written authorization to proceed. Our field services will be provided within approximately three weeks of your authorization, depending on weather conditions, subcontractor availability, and permit approval. Data reduction and analysis services will be conducted after the field work, and our summary report will be available approximately three weeks following completion of field services. Preliminary results can be provided as they are developed.

**FEE**

Our services will be provided on a not-to-exceed, time-and-materials basis in accordance with the terms of our ongoing work with this project. We estimate that the cost for the investigation scoped above will be approximately \$36,642.

A detailed summary of our expenditures for each option is attached.

Our services will be provided on a time-and-materials basis in accordance with the On-Call Agreement for Professional Services 2021–2022 On-Call Geotechnical Engineering Services.





We appreciate the opportunity to submit this agreement. Please call if you have questions regarding this submittal.

Sincerely,

NV5



Krey D. Younger, P.E.  
Principal Engineer



Kevin J. Lamb, P.E.  
Principal Engineer

EIL:KJL:KDY:sn

Attachment

One copy submitted (via email only)

Document ID: CitySeaTac-4-01-072822-geop-rev

© 2022 NV5. All rights reserved.

**NV5 FEE SUMMARY**

Project: **City of SeaTac 2023 Overlay Project – South 154th Street**  
 Job No. **CitySeaTac-4-01**

Date **7/28/2022**

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2020 Standard Schedule
NV5 OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	N/A
Allowable Handling Charge	12%

SCOPE SUMMARY - SEE PROPOSAL DOCUMENT:						
PROJECT PHASES OR TASKS						
<b>NV5 LABOR - Summary from NV5 Hours Worksheet</b>						
		<b>BASE INVESTIGATION</b>	<b>FWD TESTING AND GPR SURVEY</b>	<b>Total Hours</b>	<b>Labor Rate</b>	<b>Cost</b>
	<b>CLASSIFICATION</b>					
1.	Principal	8.0	12.0	20.00	\$224.00	\$4,480
2.	Senior Associate				\$204.00	
3.	Associate				\$192.00	
4.	Senior Project Manager				\$175.00	
5.	Project Manager II				\$164.00	
6.	Project Manager I	20.0	36.0	56.00	\$154.00	\$8,624
9.	Technical Specialist I	6.0		6.00	\$144.00	\$864
10.	Staff III	12.0	22.0	34.00	\$133.00	\$4,522
14.	CAD		5.0	5.00	\$101.00	\$505
15.	Tech II				\$95.00	
16.	Tech I				\$83.00	
17.	Senior Project Assistant	1.0	6.0	7.00	\$97.00	\$679
18.	Proj Assistant	1.0	3.0	4.00	\$90.00	\$360
19.	Support Staff	1.0	2.0	3.00	\$77.00	\$231
<b>SUBTOTAL - Labor</b>		<b>\$7,596.00</b>	<b>\$12,669</b>	<b>135.0</b>		<b>\$20,265.00</b>
<b>SUBTOTAL LABOR</b>		<b>\$7,596.00</b>	<b>\$12,669</b>			<b>\$20,265.00</b>
<b>EQUIPMENT</b>						
		<b>BASE INVESTIGATION</b>	<b>FWD TESTING AND GPR SURVEY</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	<b>VEHICLE - NV5 - 1</b>	2	2	Day	\$21.00	\$84.00
	<b>VEHICLE - Mileage</b>	124	124	Mile	\$0.830	\$156.24
	<b>SAMPLING - GEO - MISC Sampling Equipment</b>		1	Day	\$10.00	\$10.00
	<b>INSTRUMENT - GEO - Dynamic Cone Penetrometer</b>			Day	\$200.00	
	<b>INSTRUMENT - GEO - FWD with GPR</b>		1	Day	\$3,415.00	\$3,415.00
	<b>-</b>					
<b>SUBTOTAL EQUIPMENT</b>		<b>\$120</b>	<b>\$3,545</b>			<b>\$3,665.24</b>
<b>REIMBURSABLES:</b>						
		<b>BASE INVESTIGATION</b>	<b>FWD TESTING AND GPR SURVEY</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	<b>Reproduction - Copy (B&amp;W)</b>			each	\$0.12	
	<b>Reproduction - Copy (COLOR) 11 x 17</b>			each	\$1,500	
	<b>Permits</b>			each	\$250.00	
	<b>-</b>					
<b>SUBTOTAL REIMBURSABLES</b>						
<b>LABORATORY TESTING:</b>						
		<b>BASE INVESTIGATION</b>	<b>FWD TESTING AND GPR SURVEY</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	<b>-</b>					
<b>SUBTOTAL LABORATORY</b>						
<b>NV5 Charges SubTotal</b>		<b>\$7,716.12</b>	<b>\$16,214</b>			<b>\$23,930.24</b>
<b>SUBCONTRACTORS (include tax when applicable)</b>						
		<b>BASE INVESTIGATION</b>	<b>FWD TESTING AND GPR SURVEY</b>	<b>SUBTOTAL</b>	<b>HC</b>	<b>Extended</b>
5110.99 Other Subcons	Dan Fisher - Cores		\$3,500	\$3,500	\$420	\$3,920
5110.99 Other Subcons	Traffic Control Plans	\$900		\$900	\$108	\$1,008
5110.99 Other Subcons	Traffic Control Field		\$4,600	\$4,600	\$552	\$5,152
5110.99 Other Subcons	UPO		\$2,000	\$2,000	\$240	\$2,240
5110.99 Other Subcons	Portable Restroom		\$350	\$350	\$42	\$392
<b>SUBTOTAL SUBCONSULTANTS Incl HC</b>		<b>\$1,008</b>	<b>\$11,704</b>	<b>\$11,350</b>	<b>\$1,362</b>	<b>\$12,712.00</b>
<b>ACTUAL SUBTOTAL BY TASK Incl HC</b>		<b>\$8,724.12</b>	<b>\$27,918.12</b>			
<b>TOTALS</b>			<b>\$36,642</b>			
<b>TOTAL - ESTIMATED FEE</b>						



# Agenda Bill 6052

On-Call Geotechnical Engineering Contract Amendment  
September 13, 2022



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

Staff to provide background on existing on-call geotechnical services contract and seek Council action to pass Motion authorizing execution of the following:

- An amendment to increase the budget to existing on-call geotechnical services contract with GeoDesign, Inc. dba NV5 (NV5).

## WHY IS THIS PROJECT IMPORTANT?

1. To date, the City has expended 87% of NV5's on-call contract budget totaling \$40,000.
2. Staff is proposing to utilize NV5 for additional geotechnical engineering services that would exceed approved expenditures and require Council action.





# AGENDA BILL OVERVIEW

- On September 9, 2021, the City Manager authorized an on-call geotechnical engineering contract with consultant NV5 totaling \$40,000.
- Because the contract was under \$50,000, Council Action was not necessary for authorization.
- This on-call contract will expire on December 31, 2022.
- To date, the City has utilized NV5 for the following:
  - *Provide engineering peer review for WSDOT's SR-509 extension, and*
  - *Provide construction materials testing for the City's 2022 Overlay Project that encompasses South 188<sup>th</sup> Street between Des Moines Memorial Drive and International Boulevard.*
- Staff is aiming to utilize NV5 to provide geotechnical engineering services for design of the 2023 Overlay Project and provide geotechnical reconnaissance for three separate slope hazard locations within the City.
- An amendment to NV5's contract budget is necessary to fully fund this work and to extend NV5's contract term to June 30, 2023.



# FUNDING OVERVIEW

## Budget at a Glance

### Current On-Call Geotechnical Engineering Contract

NV5 On-call Geotechnical Engineering Contract	\$40,000
<b>Total Contract Budget</b>	<b>\$40,000</b>

### Expenditures

#### *To Date*

Task 01: SR-509 Peer Review	\$8,916
Task 02: 2022 Overlay Construction Testing	\$25,759

#### *Proposed*

Task 03: 2023 Overlay Asphalt Exploration Program	\$36,642
Task 04: Slope Hazards Recon	\$11,945
Contingency	\$4,762

<b>Total Expenditures</b>	<b>\$88,000</b>
---------------------------	-----------------

**On-call geotechnical contract to be increased by \$48,000 to cover these proposed expenditures.**



# COUNCIL ACTION

## COUNCIL ACTION REQUESTED

- Approve Agenda Bill 6052 authorizing the City Manager to execute a contract amendment with NV5 for on-call geotechnical engineering services.

## STAFF RECOMMENDATION

- Approve the Motion

## COMMITTEE RECOMMENDATION

- The Transportation and Public Work Committee voted to move this item for Council review and action with a recommendation to carry the Motion.

## REVIEWS TO DATE

- T&PW: 9/1/2022





# MEMORANDUM

To: Transportation and Public Works Committee

Through: William Appleton, Public Works Director

From: Trevor Ralph, Civil Engineer 2

Date: September 1, 2022

Subject: ST-141 Airport Station Pedestrian Improvement Project – Design Contract Amendment

---

## **Purpose:**

To obtain approval from the Committee to forward a design contract amendment for to the consent agenda at the September 13, 2022 Regular Council Meeting with a recommendation to approve. The design contract amendment is with KPG-Psomas to provide increased funding for the redesign of lighting on the Airport Station Area Pedestrian Improvement Project (PW Project ST-141).

## **Background:**

KPG-Psomas are the designers of the Airport Station Pedestrian Improvement Project. Throughout design, Public Works, KPG-Psomas, and the Community and Economic Development (CED) department has collaborated to ensure the project aligns with the vision of the City Center/Airport Business District as much as possible. The challenge is that the pedestrian improvement project is ahead of CED's efforts to finalize the plan for the District. Currently, CED is starting Phase 2 of the planning to define the full extent of what the District will be. From the collaboration, the project was able to define urban standards that will be implemented in the existing and future streets within the District. One design element, street and pedestrian lighting, warrants changes to the design to account for the soon to be approved lighting policy and design guidelines.

The currently completed lighting design includes multiple poles heights orientated over the roadway, which means the lights are providing illumination for roadway and pedestrian facilities simultaneously. After the recent collaboration, design changes are recommended to align more with the referenced District vision, the lighting policy, and design guidelines to include shorter luminaires (14.5 ft high) hanging directly over pedestrian walkways and street luminaires orientated over roadways. This change results in additional poles, fixtures, and infrastructure to power these lights. This change also requires additional funding to the complete the lighting design and the remainder of the project design.

## **Budget Impacts:**

The design changes being recommending will require more luminaires and necessitates a complete lighting redesign by KPG-Psomas. KPG-Psomas has indicated that the redesign cannot be completed within the existing budget and has requested a contract value increase of \$49,504.



**Options/Recommendation:**

Staff is recommending that the TPW Committee forward this contract amendment for Council action (Consent Agenda) with a recommendation to approve.

**EXHIBIT D  
PRIME CONSULTANT COST COMPUTATIONS**

Client City of SeaTac

Project Station Area Pedestrian Improvements - Supplement 5 (Illumination Design and Analysis)

KPG PSOMAS INC. PROJECT NUMBER: 20066

DATE: August 15, 2022

WE	Work Element Description												Total Hours and Labor Fee Estimate by WE		
		Engineering Manager	Senior Engineer	Urban Design Manager	Senior Project Engineer	Project Landscape Architect	Design Engineer	Senior CAD Technician	Senior Admin	Engineering Technician	Office Admin	Landscape Technician	Hours	Fee	
		246	203	195	179	141	126	134	112	104	96	100			
<b>WE 1 - Project Management</b>															
1.1	Project Management	2						2				4	\$	716.00	
1.2	Coordination Meetings (2 mtgs)	1	2	2		2					2	9	\$	1,524.00	
1.3	Internal Project Team Meetings (4 mtgs)	1	2			4	4				2	13	\$	1,920.00	
1.4	QA/QC Reviews	2	4			4						10	\$	1,868.00	
	<b>WE Total</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>10</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>36</b>	<b>\$ 6,028.00</b>	
<b>WE 2 - Illumination Analysis and Design Revisions (90%)</b>															
2.1	90% Plans		8	16		60	72					72	228	\$ 29,476.00	
2.2	Quantities and Cost Estimates		2			12	4					16	34	\$ 4,202.00	
2.3	Specifications		2									2	2	\$ 406.00	
2.4	AGI Report		8				40					48	48	\$ 6,664.00	
2.5	Illustrative Sections					8						16	24	\$ 2,728.00	
	<b>WE Total</b>	<b>0</b>	<b>20</b>	<b>16</b>	<b>0</b>	<b>80</b>	<b>116</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>104</b>	<b>336</b>	<b>\$ 43,476.00</b>	
<b>Total Labor Hours and Fee</b>		<b>6</b>	<b>28</b>	<b>18</b>	<b>0</b>	<b>90</b>	<b>120</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>372</b>	<b>49,504</b>	
<b>Subconsultants</b>															
													Subtotal	\$	-
													Administrative Charge (5%)		
													<b>Total Subconsultant Expense</b>	<b>\$</b>	<b>-</b>
<b>Reimbursable Direct Non-Salary Costs</b>															
													Mileage at current IRS rate		
													Reproduction Allowance		
													<b>Total Reimbursable Expense</b>	<b>\$</b>	<b>-</b>
													<b>Total Estimated Budget</b>	<b>\$</b>	<b>49,504.00</b>

**EXHIBIT A2**

**CITY OF SEATAC**

**AIRPORT STATION PEDESTRIAN IMPROVEMENT PROJECT  
SUPPLEMENT 5 – ILLUMINATION DESIGN AND ANALYSIS**

**SCOPE OF WORK**

**AUGUST, 2022**

**A. PROJECT BACKGROUND / DESCRIPTION**

The City of SeaTac (“City”) was successful in obtaining a Sound Transit System Access Grant for the design and construction of the Airport Station Pedestrian Improvement Project (“Project”) that will provide roadway, intersection, and non-motorized improvements to enhance safety/mobility of pedestrians and improve access to the Airport Link Light Rail Station. Primary components of this project will improve mobility and safety for all modes of travel and create an inviting urban design/streetscape environment that will encourage new economic development opportunities and transform the Airport station Area into a destination. The Project will design and construct improvements on the following roadway segments:

- S 176<sup>th</sup> Street from International Boulevard to 32<sup>nd</sup> Avenue S (North side of S 176<sup>th</sup> Street)
- 32<sup>nd</sup> Avenue from S 176<sup>th</sup> Street to S 170<sup>th</sup> Street (East/West sides of 32<sup>nd</sup> Avenue)
- 32<sup>nd</sup> Avenue from S 180<sup>th</sup> Street to S 176<sup>th</sup> Street (East side of 32<sup>nd</sup> Avenue)
- S 180<sup>th</sup> Street from 32<sup>nd</sup> Avenue S to S 176<sup>th</sup> Street (North side of S 180<sup>th</sup> Street)

KPG Psomas Inc (“Consultant”) has completed the 50% design Plans, Specifications, and Estimates (PS&E) and is currently working towards the 90% PS&E submittal. During the City’s review of the 50% plans, the City elected to add illumination on the west side of 32<sup>nd</sup> Avenue S north of S 176<sup>th</sup> Street and modify the orientation of the pedestrian illumination throughout the project such that the light fixtures overhang the sidewalk. Additionally, the pedestrian illumination height as shown in the 50% Plans will be revised from 16.5’ to 14’.

This scope outlines the additional design efforts and coordination required to achieve the City’s Project goals. The Consultant will provide the following services:

- Add eight (8) pedestrian luminaires on the west side of 32<sup>nd</sup> Avenue S north of S 176<sup>th</sup> Street.

- Pedestrian lighting currently orientated over the roadway as shown in the 50% Plans will be rotated 180 degrees over the sidewalk.
- Pedestrian luminaire heights will be reduced from 16.5' to 14'.
- Update the plans, specifications, quantities, and estimates to reflect the illumination design changes. The illumination design revisions will be included in the 90% PS&E submittal.
- Update the AGI Lighting Report and Analysis to reflect the changes in lighting orientation and heights.
- Update Illustrative Lighting Sections to show the new lighting orientation.
- Update Landscape/Urban Design Plans, Quantities, and Estimates where the eight (8) pedestrian luminaires will be added on the west side of 32<sup>nd</sup> Avenue S north of S 176<sup>th</sup> Street.

#### **B. GENERAL PROJECT ASSUMPTIONS**

The following assumptions were identified to provide direction with design:

- ❑ Changes in illumination heights and arm lengths will require a structural analysis for foundation design. TranTech (City's Structural Design Consultant) is assumed to provide this analysis and foundation recommendations.
- ❑ Minimum lighting levels/standards can be achieved by rotating the pedestrian illumination 180 degrees in their current location. Relocation of luminaires as shown in the 50% Plans are not included in this scope. Minor shifts along the alignment are anticipated without impacting urban design/landscape designs.
- ❑ Landscape/Urban Design Plan revisions are anticipated only on the west side of 32<sup>nd</sup> Ave north of 176<sup>th</sup> St where additional 8 luminaires will be added.
- ❑ Modifications/orientation of Roadway Luminaires are not included in this scope.

#### **C. CONSULTANT DELIVERABLES**

Deliverables prepared by the Consultant are identified at the end of each Work Element (WE).

#### **D. CITY/TRANTECH PROVIDED ITEMS:**

- ❑ Submittal reviews, comments, and approvals
- ❑ Structural analysis and foundation recommendations for the modified pedestrian luminaries

#### **E. SCOPE OF WORK**

#### **WORK ELEMENT 1 – PROJECT MANAGEMENT**

The Estimated project duration is 2 months.

- 1.1 The Consultant will provide continuous project management for the duration of the design effort (estimate 2 months). The Consultant will prepare work in progress summaries, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports will be submitted with the Consultant invoices.
- 1.2 Prepare for and attend design coordination meetings with City Staff and TranTech. These meetings will be held over virtual meeting venues (estimate 2 meetings total).
- 1.3 The Consultant will conduct project team meetings (estimate 4 meetings total) with internal staff.
- 1.4 The Consultant will provide internal quality assurance/quality control (QA/QC) reviews of all major deliverables prior to submittal to the City.

*Work Element 1 Deliverables:*

- *Monthly progress reports (2 months)*

**WORK ELEMENT 2 – ILLUMINATION ANALYSIS AND DESIGN REVISIONS (90%)**

The Consultant shall update the AGI Lighting Analysis/Report and the 90% Plans, Details, Specifications, and Estimates with the revised illumination, urban design, and landscape designs. Additionally, the Consultant shall coordinate with TranTech to obtain the foundation recommendations, quantities, and estimates for the revised pedestrian luminaires that will be included in the Consultants 90% submittal.

- 2.1 The consultant shall prepare 90% plans for review and approval by the City. The 90% submittal will include comments received on the 50% PS&E submittal along with the illumination, urban design, and landscape design revisions outlined in this scope of work.
- 2.2 Consultant will update quantities and construction cost estimates in support of the 90% submittal. Updated structural estimates received from TranTech will be included in the 90% submittal.
- 2.3 Consultant will update illumination specifications based on 2022 WSDOT Standard Specifications. Structural special provisions revisions from TranTech will be included in the 90% submittal.

- 2.4 Consultant will update the AGI Lighting Analysis/Report showing analyzing the revised illumination orientation, luminaire heights, arm lengths, and additional luminaires on the west side of 32<sup>nd</sup> Ave.
- 2.5 Consultant will update the Illustrative Lighting sections showing the revised illumination orientation, luminaire heights, and arm lengths.

*Work Element 2 Deliverables:*

- *Updated 90% Design Plans (PDF copy)*
- *Updated PDF and Excel versions of the 90% Engineer's Estimate*
- *Updated PDF and Word versions of the 90% Specifications*
- *Updated AGI Lighting Analysis/Report (PDF Copy)*
- *Updated Illustrative Lighting Sections (PDF Copy)*

**ADDITIONAL SERVICES**

The City may require additional services of the Consultant. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

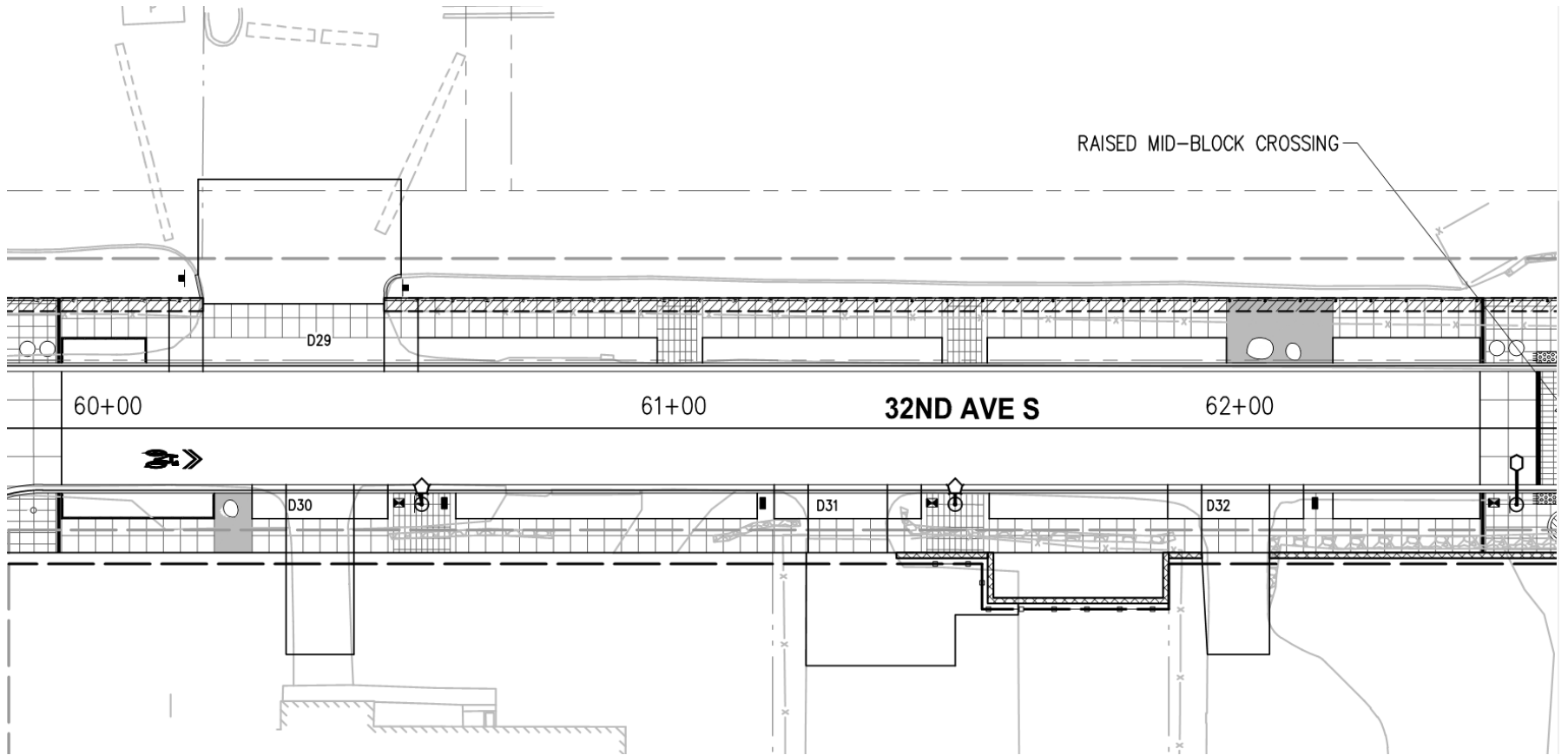
# ST-141 Airport Station Lighting Redesign Amendment

September 1<sup>st</sup>, 2022

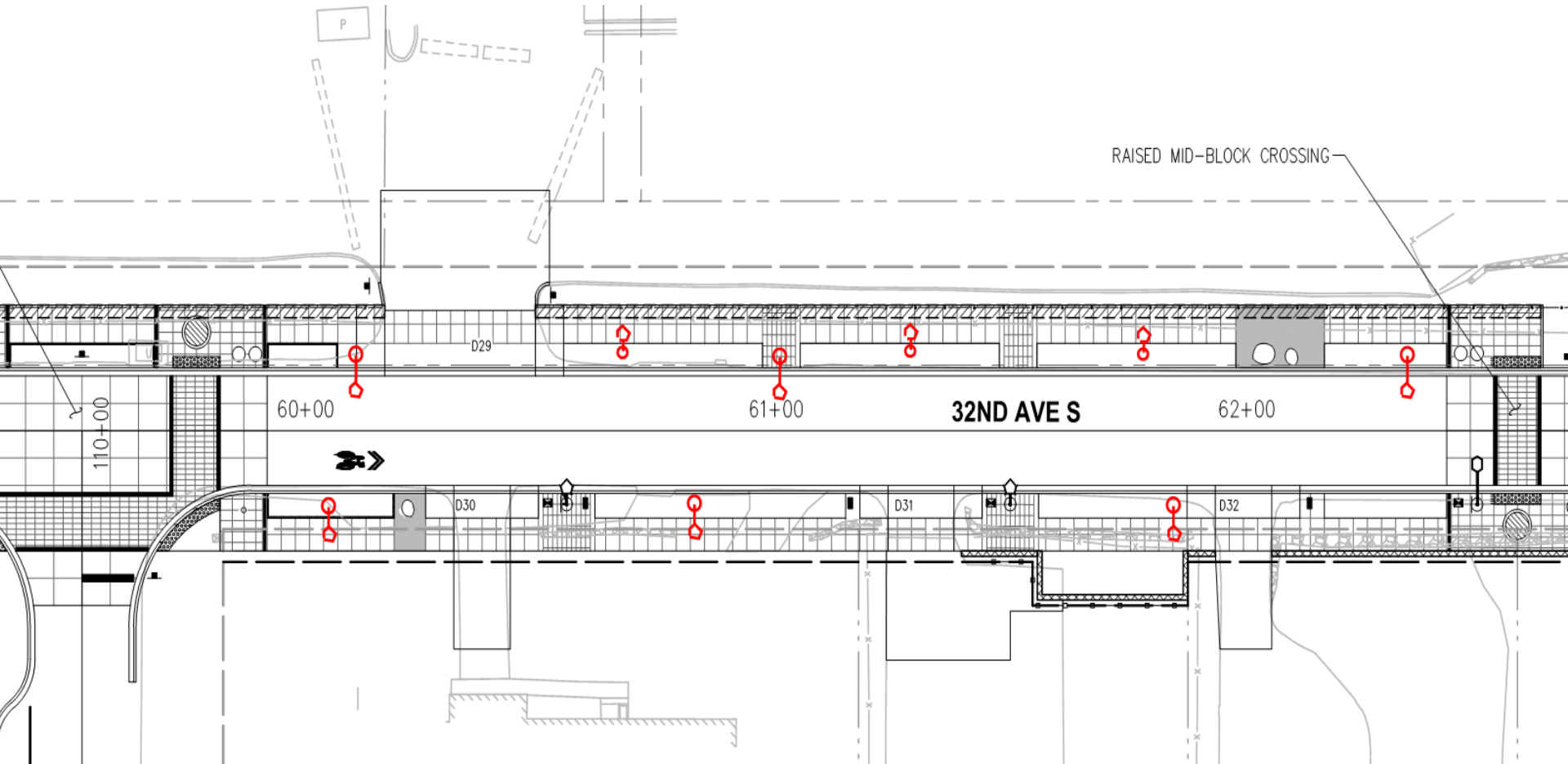




# 50% Submittal Lighting Configuration



# 90% Design Proposed Lighting Configuration



# Real World Examples – City of Des Moines



- Luminaires all facing the roadway.
- Pedestrian luminaires illuminate both the road and walkways
- Luminaire on opposite side of road aligned with each other.



# Real World Examples – Mountlake Terrace



- Pedestrian  
Luminaires hang  
over walkways
- Luminaires in a  
staggered array

# PRIORITY HIRE

## COMMUNITY WORKFORCE

Transportation & Public Works Committee Meeting  
September 1, 2022





# History

King County implemented a Priority Hire program for larger capital construction projects over \$5 million consistent per Executive Order for Project Labor Agreements.

The Executive's Directive was passed by the King County Council by a unanimous vote in 2016. This created the framework for the negotiation of a Community Workforce Agreement, that included-duties and program evaluation.

The City of SeaTac is exploring the Priority Hire Program to see if it is a good fit.



# OVERVIEW

## What it is:

Priority Hire Program is a **workforce and economic development strategy**. It **provides training and family wage career opportunities** in the Building and Construction Trades.

## Who it serves in SeaTac:

It establishes hiring requirements for SeaTac Community members that are apprentices and journey level workers who reside in **economically distressed** areas in SeaTac, on construction projects.

King County Priority Hire Program is applicable on projects over \$5 million.





# Is Priority Hire a Good Fit for SeaTac?

Staff is exploring the program to see if the program is feasible and cost effective.

The program requires dedicated staff and personnel, training, and annual budget.

City may need to consult with trade unions for ideas and feedback.



# Benefits of Priority Hire to SeaTac

- Addresses worker shortages
- Training and job opportunities
- Provides contractors access to trained construction workers
- Increased diversity in construction workforce
- Economic growth
- Opportunities for community members to access careers in the building and construction trades.



# Challenges

It may become difficult obtaining enough qualified workers in SeaTac area.

Assembling a City team of staff to create and start the program across City departments.

Few SeaTac projects that are \$5 Million or over.

Large construction projects are not advertised annually.

With labor shortages these days, just choosing from the City of SeaTac may not be cost effective.



# SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

Chartered by Building and Construction Trades Dept • AFL-CIO

Telephone (206) 441-0550 FAX (206) 443-5649

14675 Interurban Ave. S., Suite 101

Tukwila, WA 98168

E-Mail: [sbctc@seattlebuildingtrades.org](mailto:sbctc@seattlebuildingtrades.org)

[www.seattlebuildingtrades.org](http://www.seattlebuildingtrades.org)

CHRIS MCCLAIN, President

MONTY ANDERSON, Executive Secretary



August 26, 2022

Community Workforce Agreements promote access to construction careers for community members, women, people of color, veterans and others with social and economic disadvantages. They provide pathways out of poverty for countless individuals and economic opportunity in construction through apprenticeship and community-based workforce development.

The Seattle-King County Building Trades Affiliated Unions have partnered with every Political Subdivision (Port of Seattle, City of Seattle, King County and Seattle Public Schools, among many other public and private partners) that utilize CWAs. We have actively recruited and worked with pre-apprenticeship programs and contractors to insure we have workers available from disadvantaged zip codes. Occasionally, there will be missed opportunities to place a disadvantaged worker on a project, but that is rare. With shared commitment to success between the awarding agency/project owner managing the project and the contractors to whom they award projects, we are able to successfully achieve the requirements placed on the project.

Monty Anderson  
Executive Secretary