



# Transportation & Public Works Meeting Agenda

February 16, 2023; 4:30 – 6:00 PM  
“Hybrid 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

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### 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: Mason Giem, PW Programs Coordinator; Wilfredo Lugo, Emergency Management Coordinator;

TIME	TOPIC	PROCESS TYPE	WHO	Time
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 Committees and Citizen Advisory Committees		Chair	5

	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.			
3	Prior Minutes Approval	Feb 2 Minutes to Approve	Chair	5
4	Condemnation Ordinance for River Ridge Elementary Sidewalk Project (AB 6159)	Discussion/ Action	Brenton Cook	15
5	Approval of Solid Waste Contract Consultant (AB 6174)	For Consent Agenda	Mason Giem	15
6	Streetlighting Funding Request	For Consent Agenda	Will Appleton	15
7	<u>Department Updates</u>	Informational	Will Appleton	15
8	<u>Future Meeting Topics</u> : Right of Way Uses; Property Surplus; Consultant Contract for ST-016 34 <sup>th</sup> Ave S Phase 2; Consultant Contract for ST-134 South 204 <sup>th</sup> Street Improvements; Consultant Contract for Transportation Master Plan Update; Adoption of Disaster Debris Management Plan;			5
9	Adjourn	Adjourn Meeting	Chair	



# Transportation & Public Works Committee Meeting Minutes

February 2, 2023  
5:30 PM – 6:30 PM  
\*\* Hybrid Meeting \*\*

Members:	Present:	Absent:	Commence: 5:30 PM Adjourn: 6:21 PM
Peter Kwon, Chair	X		
Jake Simpson		A	
Takele Gobena	X		

Other Councilmembers participating:

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

Other Staff Participating: Gwen Voelpel, Deputy City Manager; Zach Shields, Senior Planner;

Public Comment	No public comment was given
1. Approve Prior Meeting's Minutes	December 1 Minutes were approved
2. City Assumption of Streetlighting	<p>Discussion/Action</p> <p>Florendo Cabudol, City Engineer, presented the Assumption of responsibility for Street and Pedestrian lighting within SeaTac.</p> <p>Importance of this matter involves the following considerations:</p> <ol style="list-style-type: none"> <li>1. Requests to install new and/or service existing Street/Pedestrian lighting are a frequent community request to Public Works.</li> <li>2. The majority of street/pedestrian lighting are owned/operated/maintained by electric utilities (PSE and SCL). Service responses to these facilities are at the discretion of the utilities and may not be timely.</li> </ol>

3. City owned street/pedestrian lighting assets is growing as they are installed through Public Works capital improvement projects. This aligns with the strategic plan to improve travel safety by provide consistent lighting in ROW.
4. Feasibility study by Tanko Lighting will map out benefits/cons in pursuing assuming responsibility for all street/pedestrian lighting.

The vendor that Public Works is considering partnering on this matter is Tanko Lighting (Tanko). Tanko's focus is on municipal streetlighting with 510,000 + streetlights converted to LED, aiding in 192,000 + streetlight acquisitions on behalf of the agency, contracting to maintain 45,000 + lighting fixtures, and 150+ projects nationwide.

Benefits of SeaTac owning and the street/pedestrian lighting system is that by leveraging the entire inventory of street lights it may reduce per unit costs, improves service response times, revenue generation (save on base fee charged by utilities and having the autonomy to lease space on the poles).

The purpose of the feasibility study is to determine the cost effectiveness of:

- Seeking Ownership of streetlight system from the utilities
- Converting any remaining streetlight fixtures to LED
- Maintaining streetlighting systems over time

The options before the Committee now are to proceed with the feasibility analysis or to not move forward with feasibility level analysis and keep current Operations & Maintenance approach and processes.

Staff is asking the committee to proceed with a feasibility analysis and update the committee with findings.

Committee raised a question of how is it possible a third party can do it cheaper than the power companies?

Currently we pay the electricity and maintenance on a quarterly basis. If we move forward with this study the question can be answered in more detail. Better program for financial and resource impact when the streetlights need maintenance.

Committee raised a requested about streetlight requests that are for private roads, and which are generally paid for

	<p>by neighborhoods. What happens to those who want a streetlight? How does that process get handled?</p> <p>Staff answered that if we control the process and have better response to citizens on local roads the City can analyze savings, and expand services to local roads that aren't a part of capital improvement projects.</p> <p>Committee agreed for staff to move forward with the feasibility analysis and update the committee with findings once completed.</p>
<p>3. SR 509 Phase 2 Interlocal Agreement</p>	<p>Informational</p> <p>Florendo Cabudol, City Engineer, presented an informational update regarding the SR 509 Phase 2 Interlocal Agreement.</p> <p>A Design-Build contract for Phase 2 of the SR509 Completion Project will be awarded by WSDOT in 2023 for construction in 2024. In advance of WSDOT proceeding with requests for proposals from firms, it is appropriate for the Parties to develop and enter into an agreement that documents understandings around project development and coordination including environmental approaches, construction approaches, property rights and permitting, payments and costs, and dispute resolution. The agreement included in the packet has been through several iterations, has addressed concerns voiced by both parties and is now in a final draft form. No substantial changes are expected prior to finalizing the agreement. As similar agreement was entered into for Phase 1 of the SR509 Completion Project.</p> <p>Staff recommended Committee refer to the WSDOT website that is available for further questions regarding the spring 2022 outreach:  <a href="https://engage.wsdot.wa.gov/sr509-spring2022openhouse">https://engage.wsdot.wa.gov/sr509-spring2022openhouse</a></p> <p>Staff is asking for the Committee to move the agreement forward to a future Council Meeting with a recommendation to approve.</p> <p>The Committee approved as above.</p>
<p>4. Approve Resolution to Amend the City's Fee Schedule for Roadside Memorial Signs</p>	<p>Discussion/Action</p> <p>Will Appleton, Public Works Director, presented the 2023 fee schedule amendment for Roadside Memorial Signs.</p> <p>Resolution to amend the City's 2023 Fee Schedule to include the fees associated with the recently adopted Roadside Memorial Sign Program.</p>

	<p>At the January 24th, 2023 RCM, the SeaTac City Council approved by Resolution the attached Roadside Memorial Sign Program (Public Works Policy #019). The policy requires that applicants pay for the cost of fabrication and installation of the signs and in order to do so, the fees associated with the policy must be included in the city's fee schedule.</p> <p>Adoption of the amendment to the Resolution adopting the current fee schedule will add the fees required for the new program.</p> <p>Staff are requesting a recommendation from committee to approve amending the 2023 Fee Schedule to include the fees associated with the Roadside Memorial Sign Policy.</p> <p>A memorial Sign and Plaque are \$500 and a Placard with name only is \$200.</p> <p>Staff asked committee to approve the resolution move forward to council to include fee structures as the city cannot charge the fees without this amendment to the Fee Schedule.</p> <p>The Committee agreed to move this forward to a future council meeting with recommendation to approve.</p>
5. Department Updates	<p>Will Appleton, Public Works Director presented update items for the Committee.</p> <ul style="list-style-type: none"> <li>- 34<sup>th</sup> Ave S. Pedestrian Project S. 160<sup>th</sup>, to S. 166<sup>th</sup> is at 85% to 90% complete. We are waiting on the weather to do the final paving for spring completion.</li> <li>- S 204<sup>th</sup> Street, 32<sup>nd</sup> Ave S to 34<sup>th</sup> Ave S, will be a complete streets project near Madrona Elementary.</li> <li>- Phase 2 of 34<sup>th</sup> Ave S, S 166<sup>th</sup> to S 176<sup>th</sup> Streets We have grant funding for this work.</li> <li>- Miller Creek Daylighting project with City of Burien, is finally being advertised to bid so construction can start this spring.</li> <li>- River Ridge Elementary Sidewalk project to start construction June of this year.</li> </ul>
6. Adjourn	Meeting adjourned at 6:21 PM.



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Brenton Cook, Senior Civil Engineer  
Date: 2/16/2023  
Subject: Condemnation Ordinance for River Ridge Elementary Sidewalk project (CIP ST-N45)

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## **Purpose:**

To inform the Committee and seek recommendation to proceed with an Ordinance for Council review and action to exercise condemnation authority on the River Ridge Elementary Sidewalk Project.

## **Background:**

In order to construct this important project, the City must acquire additional property rights from several parcels adjacent to the Project. The City needs additional property for right-of-way, slope easements, or temporary construction easements for the following reasons:

- Temporary access rights to transition existing driveways to the new sidewalk;
- Temporary access rights to remove trees on private property;
- Temporary access rights to construct retaining walls; and
- Permanent acquisitions are required to construct a new bike lane, landscaping strip, retaining walls, and concrete sidewalk per City roadway standards.

Affected property owners were notified of this action and negotiations for these property rights have been ongoing and will continue until resolution. Staff and the project team are hopeful that negotiations will result in mutually agreed upon settlements. However, to maintain project schedule, staff recommends that Council adopts an ordinance to acquire the needed property rights through eminent domain, if necessary. Notices will be sent to affected property owners via certified mail. In addition, notices will be published in the Seattle Times and at City Hall of the pending exercise of condemnation authority for the properties listed.

Action on this proposed Ordinance is scheduled for the March 14, 2023 Regular Council Meeting (RCM). The public will have an opportunity to provide comment to Council prior to final action. At the March 14, 2023 RCM, staff will provide an informational presentation on the topic of eminent domain in addition to explaining the need for the Ordinance as it pertains to the subject project.

**Options/Recommendation:**

Staff recommends proceeding with adopting the proposed Ordinance. If the Committee chooses not to concur with the recommendation, staff will continue with negotiations but the project schedule would be substantially delayed.





## Legend

### Street Centerlines

#### Street Centerlines

- SeaTac - Arterial (Minor)
- SeaTac - Local
- Private - Local
- Private Driveway
- Other - Freeway

### Parcels

#### Parcels



### City Boundaries

#### Geopolitical Areas

- City of SeaTac
- Other Jurisdictions

- Affected Parcels
- ST-N45 Project Extents

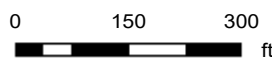
This dataset has been prepared and distributed by the City of SeaTac, Washington, based on data products collected by GeoTerra. | This

## Map Description

This document has been designed for use at 8.5 x 11 (Portrait) and is not intended for use at another size.



Prepared by the City of SeaTac. All rights reserved. This product has been compiled from the best available data. No warranty is expressed or implied as to accuracy, completeness, or fitness for any specific use. Not to be used for purposes of legal description or definition. Not a substitute for a professional survey.



Map Author:  
Map Generated: Friday, January 13, 2023



**UNOFFICIAL**



# River Ridge Elementary Sidewalk Project (Public Works CIP ST-N45)

Agenda Bill 6159 – Ordinance to Authorize Condemnation Proceedings

Transportation & Public Works Committee

February 16, 2023



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

To provide an overview of Right-of-Way (ROW) acquisition associated with Public Works projects and explain the need for an Ordinance that would authorize the use of eminent domain to acquire the necessary property rights for the River Ridge Elementary Sidewalk Project (Public Works Capital Improvement Project ST-N45).

## WHY IS THIS ISSUE IMPORTANT?

1. ROW acquisition is essential to ensure the City has all the property rights needed to construct, operate and maintain its improvements.
2. In order to avoid construction delays and allow for a defined path forward to a settlement.
3. An Ordinance would grant city staff the authority to commence with the filing of a Condemnation Action (if necessary) in Superior Court, against only the properties that have not settled / agreed to the City's offer to purchase needed property rights.





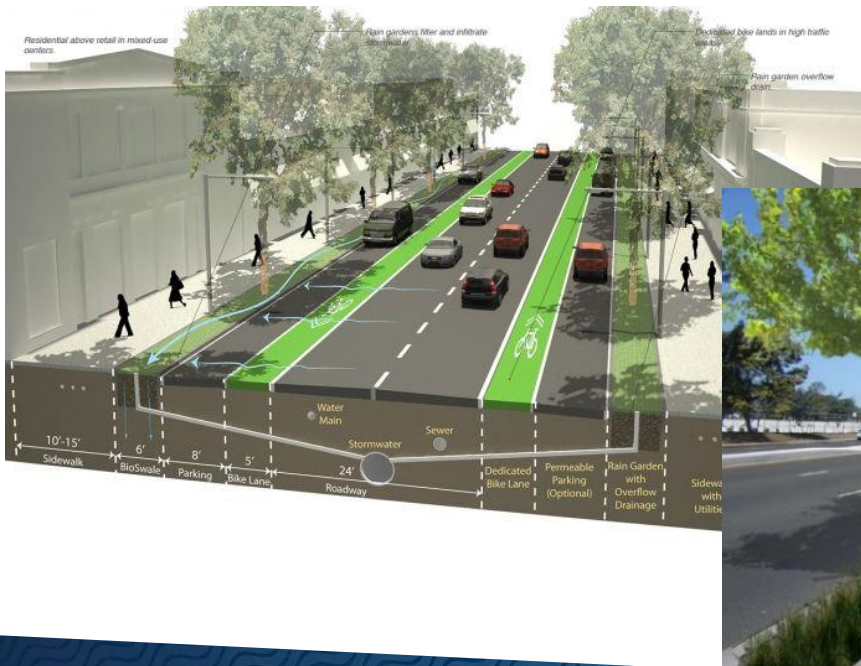
# RIGHT-OF-WAY OVERVIEW

## DEFINITION:

The legal right, established by usage or grant, to pass along a specific route through grounds or property belonging to another.

## PURPOSE:

Allows for construction and maintenance of road, curb/gutter, landscaping, sidewalks, bicycle lanes, utilities, lighting, and other types of elements that serve the traveling public.



# WHEN/WHY IS ADDITIONAL RIGHT-OF-WAY ACQUIRED?

- Additional ROW necessary when existing travel corridor is insufficient to fit proposed roadway and pedestrian improvements.
- Often, existing ROW widths were developed based on old, obsolete roadway and pedestrian design and/or planning standards.



# CAPITAL IMPROVEMENT PROJECTS

## PROPERTY ACQUISITIONS FOR CAPITAL IMPROVEMENT PROJECTS

- Required when proposed improvements need to be constructed within existing ROW that is insufficient in width to support the required infrastructure.
- City negotiates purchases of additional ROW from adjacent private property owners as needed.





# CAPITAL IMPROVEMENTS EXAMPLE

BEFORE



AFTER



# HOW IS RIGHT-OF-WAY ACQUIRED FOR CAPITAL IMPROVEMENT PROJECTS?

## TYPICAL PROCESS:

The City offers to purchase property rights following WSDOT's approved ROW acquisition procedures adopted by the City.

- **Identify** property required for project construction.
- **Notify** affected property owners/community outreach.
- Prepare a Determination of Value or have 3<sup>rd</sup> party **appraisal completed**.
- Present formal written **offer** for the needed property rights.
- Provide information as to their **rights** and **roles**.
- **Negotiate** terms for final settlement.
- Assist with **relocation**, if needed.
- Offer to **reimburse** for evaluation services.
- Pay for all **closing costs** and recording fees.
- Send settlement **payments** to legal owners.

The Uniform Act of 1970 is adhered to for all property negotiations.





# WHAT HAPPENS WHEN A SETTLEMENT CAN'T BE REACHED?

## EMINENT DOMAIN

Eminent domain is the power possessed by government agencies to acquire the private property of an owner without their consent. The government can acquire private lands, with the threat of eminent domain if it is reasonably shown that the needed property will have a Public Use and is Necessary for a public project.

To exercise the power of eminent domain, a government must prove the four elements set forth in the Fifth Amendment of the Constitution. They are as follows:

1. Acquisition is of private property;
2. Property must be acquired;
3. Acquisition must be for public use; and
4. Just compensation must be awarded.



# CONDEMNATION ORDINANCE

To exercise eminent domain, a condemnation ordinance must be passed by the Council for the project.

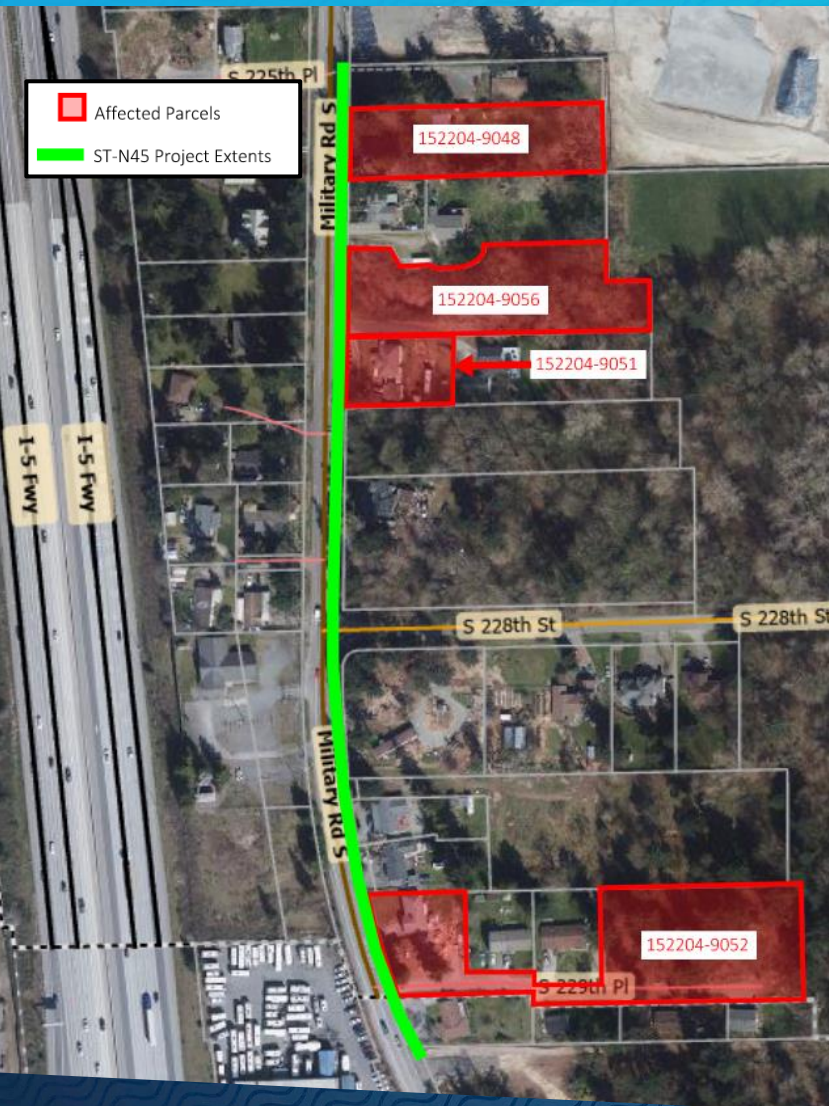
The Ordinance authorizes the use of eminent domain (if necessary) for outstanding properties to allow for a defined path forward to a settlement and avoiding project delay. More specifically the ordinance:

- Identifies subject parcels.
- Authorizes the use of eminent domain and proceed with a condemnation action.
- Allows for possession and use of the property in parallel with process.

***If no settlement is reached, the Courts will then decide on fair and just compensation.***



# PROJECT MAP



## SUBJECT LOTS

### 1. Mead Property, 22458 Military Rd (Parcel 152204-9048)

- Permanent acquisition of approximately 825 sf.
- Temporary construction easement of approximately 569 sf.

### 2. Dawson Vacant Lot (Parcel 152204-9056)

- Permanent acquisition of approximately 1,065 square feet (sf).
- Slope easement of approximately 1,190 sf.
- Temporary construction easement of approximately 738 sf.

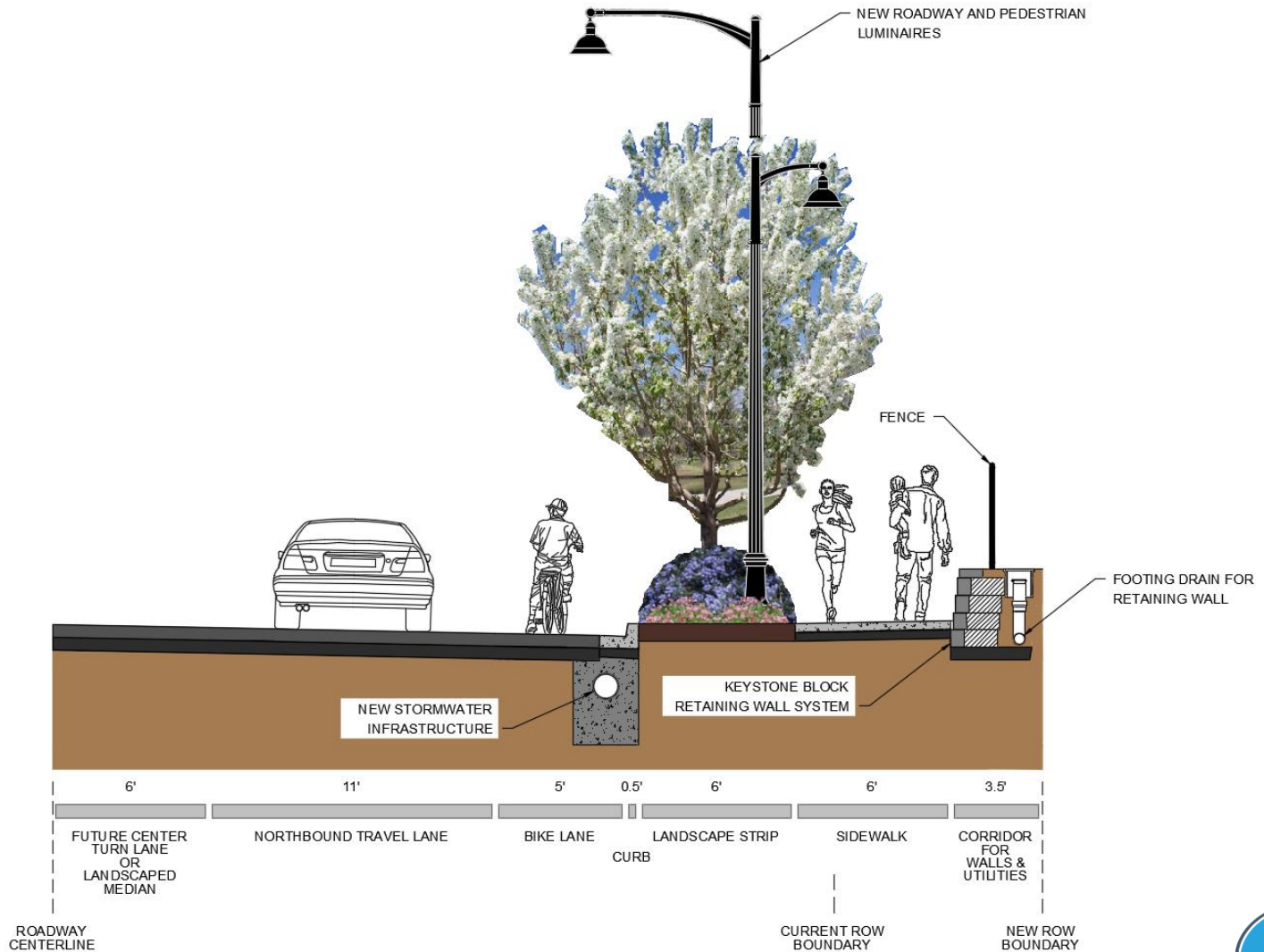
### 3. Coate Property, 22632 Military Rd (Parcel 152204-9051)

- Permanent acquisition of approximately 825 sf.
- Temporary construction easement of approximately 424 sf.

### 4. Steward Estate, 22844 Military Rd (Parcel 152204-9052)

- Permanent acquisition of approximately 1,276 sf.
- Temporary construction easement of approximately 1,467 sf.

# PROPOSED IMPROVEMENTS (VIEWING NORTH)





# PROJECT SCHEDULING AND FUNDING

## SCHEDULE

- Notice of the proposed Ordinance and scheduled action is planned to be sent to identified property owners via certified mail on February 20, 2023.
- Notice of Ordinance will be posted in Seattle Times on February 27, 2023 and March 6, 2023.
- Complete right-of-way and easement acquisitions by May 2023.
- Kent School District to complete design and advertise for construction bids by April / May 2023.
- Kent School District to issue Notice to Proceed with construction by early Summer of 2023.

## FUNDING

- City is responsible for all right-of-way related costs (acquisitions, easements, etc.).
- Staff applied for and received the following grants to offset right-of-way costs:
  - \$300,000 WA State Transportation Improvement Board (TIB) Grant
- Kent School District to absorb design and construction related costs for this project.



# COMMITTEE ACTION

## COUNCIL ACTION REQUESTED

- Approve forwarding Agenda Bill 6159 to Council for approval at the March 14, 2023 RCM.
- The Agenda Bill will include an Ordinance that would authorize the City exercise eminent domain (if necessary) for the River Ridge Elementary Sidewalk Project (CIP No. ST-N45).

## STAFF RECOMMENDATION

- Staff recommends forwarding Agenda Bill 6159 to Council for approval.





# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Mason Giem, Public Works Programs Coordinator  
Date: 2/16/2023  
Subject: Consultant Services contract with Hans Van Dusen for the Procurement of a Comprehensive Garbage, Recyclables and Compostables Services Contract.

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## **Purpose:**

Request Committee approval to forward to City Council an ordinance authorizing the City Manager to enter a contract with Hans Van Dusen for Solid Waste Contract Consulting and amend the budget to fully fund the contract amount with a \$5,000 contingency for a total amount of \$45,000 for that purpose.

## **Background:**

The City of SeaTac currently has a solid waste contract with Recology King County that will expire on 5/31/2025 and staff wishes to hire a consultant to help with the procurement of a new comprehensive garbage, recyclables and compostables services contract.

The Consultant will assist the City of SeaTac in three main functions.

1. Drafting and producing an RFP for a comprehensive garbage, recyclables and compostables services contract.
2. Responding to questions and evaluations of proposals.
3. Assisting in final contract language development and passage.

## **Budget:**

This will cost \$40,000 with a \$5,000 contingency fund. There is sufficient funding in the 404 Solid Waste fund.

## **Recommendation:**

1. Forward to Council with a recommendation of approval authorizing the City Manager to enter a contract with Hans Van Dusen for Solid Waste Contract Consulting and amend the budget to provide \$45,000 for that purpose.

**CONSULTANT CONTRACT**  
**between the City of SeaTac and Hans Van Dusen**

**Project Title: Consultant Services for the SeaTac Comprehensive Garbage, Recyclables and Compostables Services Contract**

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 Hans Van Dusen 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 5/31/2024.
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 \$45,000. \$40,000 base contract with \$5,000 contingency fund and payment will only be made for actual services rendered. Consultant will follow budget estimated in Attachment B.
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, to the extent 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

\$1,000,000 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.

EXCESS LIABILITY (UMBRELLA COVERAGE)

In addition to the insurance policy limits set forth above, the Consultant shall maintain excess liability coverage of \$4.0 million in order to provide liability coverage for claims in excess of the above policy limits.

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 Hans Van Dusen on behalf of the Consultant and by Mason Giem 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.: Mason Giem  
4800 S. 188th Street  
SeaTac, WA 98198  
Telephone: (206) 973-4763  
Facsimile: (206) 973-4809  
Email: [mgiem@seatacwa.gov](mailto:mgiem@seatacwa.gov)

TO THE CONSULTANT:

Hans Van Dusen  
10221 SW Cemetery Rd  
Vashon, WA 97070  
Telephone: (206) 307-5598  
Email: [hpvandusen@gmail.com](mailto:hpvandusen@gmail.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: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: Carl Cole  
Title: City Manager  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

## **Attachment A Draft Scope of Work**

- ***All meetings are to be virtual unless otherwise stated***

### ***Task 1:***

#### ***Preparatory Work and Draft Document Set: Provide Technical assistance to prepare initial groundwork for the competitive process for the City's new solid waste collection contract***

1. Work with staff to confirm the framework for a fair and transparent competitive process,
2. Review existing hauler collection data,
3. Review the status of annexation franchises to determine the service area eligible for procurement.
4. Other preparatory work related to the process.
5. Review of supporting data available such as customer counts and tonnages.
6. Prepare an initial draft request-for-proposals (RFP) document for internal review,
7. Review draft document RFP set with the City to tailor to meet City needs.
8. Prepare a successive draft incorporating City comments for City Attorney review.
9. Incorporate all internal and legal comments into an industry review version of the RFP and contract to be released to prospective applicants.
10. Collate and incorporate industry comments into the final RFP and contract, as appropriate. The final version will then be provided to the City for formal release.

#### ***Deliverables:***

All documents will be provided in MS Word and Excel versions. Attendance at up to one Council meeting is included in this Task. Coordination with staff to finalize the process as needed and four successive versions of the RFP documents:

- (1) Initial staff review set of RFP documents;
- (2) Legal review set of RFP documents;
- (3) Industry review set of RFP documents; and
- (4) Final RFP.

**Timeline:** Task to be completed by November 30, 2023

### ***Task 2:***

#### ***Procurement Process:***

1. Prepare responses to applicant questions and prepare any other addenda needed during the time the RFP is advertised.
2. Confirm pass/fail status of submittals.
3. Provide an analysis of rate proposals, including proposal alternatives, to review with staff.
4. In the event that acceptable contract exceptions are proposed by applicants or an RFP alternative with systemic impacts are desired by staff, the Consultant shall prepare an RFP addendum with a revised base contract for an additional round of rate proposals, as decided by the City.

5. The initial proposal rates or the additional round rates submitted by applicants shall be evaluated by the Consultant.
6. The Consultant shall prepare a scoring analysis along with an assessment of the new proposed rates compared with current rates. The results of the quantitative scoring analysis will be combined with the City's evaluation committee's qualitative scoring analysis to determine overall proposal scoring to select the highest scored applicant. The City will form an evaluation committee to review and score the qualitative aspects of the proposals.
7. The Consultant will provide technical assistance (e.g. confirming proposed technologies or approaches) as needed by the City's evaluation committee, but will not qualitatively score proposals. In addition to reviewing the proposals, the evaluation committee may choose to conduct interviews, on-site visits to applicant facilities and check references to inform its scoring decisions.

**Deliverables:**

- 1) Produce draft answers to applicant questions in addendum form,
- 2) Provide the City with an analysis of initial rate proposals and alternatives,
- 3) Provide an RFP addendum for an additional rate proposal round (including a new draft contract incorporating City decisions) if requested by staff, and
- 4) Provide final rate scoring for City use in determine the preferred applicant.

**Timeline:**

The procurement process will begin on November 30, 2023 with the City selection of the preferred solid waste hauler expected by January 30, 2024.

**Task 3:**

**Contract Finalization and Award Process:**

- 1) Once City staff have identified the preferred applicant, the Consultant shall attend and support contract finalization meeting with City and the selected applicant.
- 2) Consider any revision to the draft contract proposed by the applicant,
- 3) Provide analysis and assistance with any rate design modification to rate,
- 4) Suggest commodity market adjustment mechanisms, and other activities necessary to produce an execution-ready contract package for Council review.
- 5) The Consultant will assist with the development of the staff report in the format preferred by the City detailing the process, activities, and results for use during the Council review and approval process.

**Deliverables:**

- 1) Attend up to three (3) contract finalization meetings between City staff and the selected applicant(s),
- 2) Draft and incorporate revisions to the final Contract (s),
- 3) Assist in the preparation of Council materials (such as a staff report for the review/approval process), and
- 4) Attend up to two council meetings, as directed.

**All work to be completed by May 31, 2024**

# Attachment B: Budget

## Attachment 1. City of SeaTac Estimated Hours

**CITY OF SEATAC**  
DEPARTMENT OF PUBLIC WORKS  
4800 SOUTH 188TH STREET  
SEATAC, WA 98188-8605

### ESTIMATED HOURS WORKSHEET



**Hans Van Dusen**

*Estimated hours below shall be inclusive of all tasks outlined in Attachment A (scope of work) of the RFQ.*

Cost Per Hour	\$175.00	Estimated Hours
<b>Task 1</b>	<b>Preparatory Work and Draft Document Set</b>	<b>97</b>
1	Work with staff to confirm the framework for a fair and transparent competitive process	12
2	Review existing hauler collection data	8
3	Review the status of annexation franchisees to determine the service area eligible for procurement	3
4	other preparatory work related to the process	7
5	Review of supporting data available such as customer counts and tonnages	6
6	Prepare and initial draft request-for-proposals (RFP) document for internal review	23
7	Review the draft document set with the City to tailor to meet City needs	8
8	Prepare a successive draft incorporating City comments for City Attorney review.	6
9	Incorporate all internal and legal comments into an industry review version of the RFP and contract to be released to prospective proponents	8
10	Collate and incorporate industry comments into the final RFP and contract to be provided to the City for formal release	16
<b>Task 2</b>	<b>Procurement Process</b>	<b>55</b>
1	Prepare responses to proponent question and prepare any other addenda needed during the time the RFP is "on the street".	8
2	Consultant will confirm pass/fail status of submittals	6
3	Provide an analysis of rate proposals, including proposal alternatives, to review with staff	6
4	Consultant shall prepare an RFP addendum with a revised base contract for an additional round of rate proposals, as decided by the City.	9
5	Initial proposal rates or the additional round rates submitted by proponents shall be evaluated by the Consultant	4
6	The Consultant shall prepare a scoring analysis along with an assessment of the new proposed rates compared with current rates.	10
7	Provide technical assistance (e.g. confirming proposed technologies or approaches) as needed by the City's evaluation committee)	12
<b>Task 3</b>	<b>Contract Finalization and Award Process</b>	<b>76</b>
1	Consultant shall attend and support contract finalization meeting with City and the selected proponent	16
2	Consider any revision to the draft contract proposed by the proponent	8
3	Provide analysis and assistance with any rate design modification to rate	6
4	Suggest commodity market adjustment mechanisms, and other activities to produce execution-ready contract package for Council review	32
5	Assist with staff report in the City format detailing the process, activities, and results for use during Council review and approval	14
<b>Total Hours</b>		<b>228</b>
		<b>\$ 39,900</b>



# MEMORANDUM

To: Transportation and Public Works Committee  
From: William Appleton, Public Works Director  
Date: 2/14/23  
Subject: Streetlight Funding Request

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## **Purpose:**

To amend the 2023/2024 biennial budget to allow for the purchase of up to 7 new streetlights for installation along the frontages of the Polaris development.

## **Background:**

At the time the Polaris Development was approved for construction, the City had not yet adopted street lighting standards and an associated policy; therefore, the frontage improvements that will be constructed by Polaris do not include upgrading existing lights to our current standard. Rather, the developer will reuse existing streetlight poles. The existing poles while functional do not promote the look and feel that the City desires to see developed in this area. Consequently, prior to the street frontage being completed, staff are exploring an opportunity with the developer that would have the City procure up to seven (7) new streetlights for the developer to use in lieu of existing lighting and install at their cost.

Any street lights that are provided by the City would be City owned and operated following their installation. The estimated cost for procurement of 7 new lights is \$70,000, which was not contemplated in the current budget. Therefore, a budget amendment will be required to allow for acquisition of the lights should we reach agreement with the developer.

## **Options/Recommendation:**

Staff recommends amending the 2023/2024 biennial budget to increase the available funding within the Street Fund (102) by \$70,000, thereby allowing for the purchase of the subject streetlight poles for installation along the frontages (S 154<sup>th</sup> St and International Blvd.) of the Polaris site.

Date: Feb 1, 2023

Quote: SEATAC-WWA23-146435-1

# Quote

Page 1/1



Sea-Tac Lighting & Controls, LLC  
15455 53rd Ave S  
Tukwila WA 98188  
Phone: (206) 575-6865  
Fax:

**From: Kevin Johnson**  
**Quoter Ph:**  
**email: kjohnson@seataclighting.com**

**Project Location** City of Seatac - Decorative Assembly  
**Quote** SEATAC-WWA23-146435-1

**To:** **For**  
**Bid Date** Feb 1, 2023  
**Expires** Mar 3, 2023

QTY	Type	MFG	Part	Price	UQ
2		AECI	APJ10-00020_C01 PJ Pole (32'F) 10-3/4 OD Base w/ 8-5/8" to 4-3/4" tapered shaft 32'F. Steel + galvanized. Color C01	\$9,492.00	
2		AECI	ACT56B-010_C01 CT Base Cover 560 mm OD x 155 mm H (22" x 6-1/8") Color C01	(included)	
2		AECI	AMUL-00025_C01 MUL (Large) Arm Assembly - 80 mm OD x 2438 mm long (8'). 120 mm base. Material Al. Color C01	(included)	
2		RAGL	RLI-800-48-4-70-T3-TL-BLK	(included)	
<b>Total:</b>				<b>\$18,984.00</b>	

**Notes:**

Terms: Net 30 days  
Freight: Delivered Duty Paid

Ragni:  
Freight allowed on orders of \$20,000 or more.

**Terms and conditions of sale:**

Due to current market conditions, Unless noted otherwise, pricing subject to requote if ordered after noted expiration date

Subject to manufacturer's published terms and conditions of sale.  
Quotation is void if changed. Entire quote must be used or subject to re-quote.  
Liquidated damages are not accepted unless negotiated in advance and appear on purchase order.  
Tariff Fees may be charged by the factories in addition to quoted prices.  
Standard Factory warranties are included and begin at time of shipment, NOT SUBSTANTIAL COMPLETION unless pre-negotiated. Extended warranties must be requested and confirmed by the factories prior to release of material.

**Mfg Terms:**

AECI	AEC Illumination	Freight Allowance Plus Freight	Minimum Order
RAGL	Ragni Lighting International,	Plus Freight	





# R-Light

Street Lighting



# R-Light

## Street Lighting

This luminaire knows the recipe for efficient lighting on major roads: it takes height - lateral or masthead - and relies on the latest generation technology. Functional in all circumstances, it does not forget to have the artistic Ragni style and provides great visual rendering in both day and night conditions. Sleek, aerodynamic lines the fall clearly within the trend. But it is in an urban context that makes the most of the full extent of its potential.

All information is subject to change without notice  
last updated: 05/26/2021

### Highlights

- Fixture 100% injected cast aluminum with sleek aerodynamic lines
- High performance lighting, for main roads, side mount or top-mounted
- Disconnects upon opening
- IP 68 Vent
- Adjustable tilt
- Tool-free maintenance via a snap on lever
- 2 sizes available (2 lamp ensembles)

### Technical characteristics

#### Materials:

Fixture: injected cast aluminum  
Protection: tempered glass

#### Protection Shape:

Standard: Flat glass

#### Protection Finish:

Standard : Transparent

#### Optical:

EVO 2

#### Maximum Power:

48 LED @ 700mA

#### Mounting:

Side mount and top mounted:  $\varnothing 60$   
( $\varnothing 48$  and  $\varnothing 42$  on request) Depth of insertion: 110 mm  
Tilt: Top mounted 0/20°

#### Color Options:

Standard colors (White, Silver, Bronze and Black), all RAL colors available upon request

# R-Light

Street Lighting



+ Tool-free snap-on cover



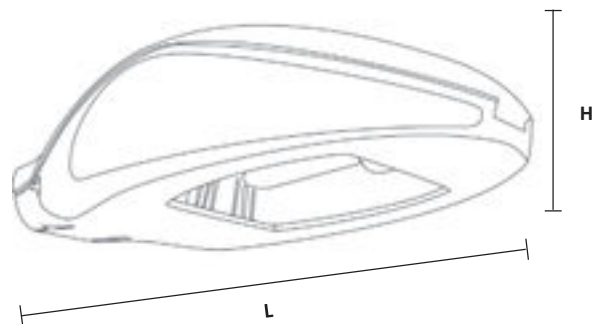
+ Lamp and control gear access



+ IP 68 vent prevents condensation and regulates pressure and temperature variations

## Electric class

1 and 2



	R-Light 650	R-Light 800		
<b>Weight (lb)</b>	13.67	18.52		
<b>EPA (ft<sup>2</sup>)</b>	0.538	0.861		
<b>Protection Index</b>				
Optical Unit	IP 66	IP 66		
Electrical Compartment	IP 66	IP 66		
<b>Shock Resistance</b>				
	IK 08	IK 08		
<b>Dimensions (in)</b>				
	L	H	L	H
	25.59	7.09	31.50	8.66

## Options

IK 10 on request  
Disconnects upon opening





# R-Light

## Street Lighting

### Power and luminous intensity - Luminous output data

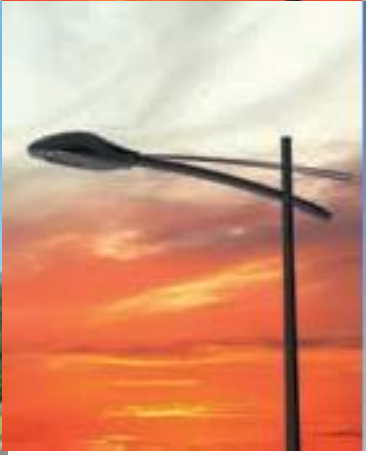
3000K Number of LEDs	350 mA			500 mA			700 mA		
	P <sub>t</sub> (W)	Φ (lm)	(lm/W)	P <sub>t</sub> (W)	Φ (lm)	(lm/W)	P <sub>t</sub> (W)	Φ (lm)	(lm/W)
16	21.4	1988	93	28.2	2867	102	36	3636	101
32	34.4	3976	116	48.8	5734	118	68.9	7271	106
48	51	5964	117	72.6	8601	118	102.3	10907	107

4000K Number of LEDs	350 mA			500 mA			700 mA		
	P <sub>t</sub> (W)	Φ (lm)	(lm/W)	P <sub>t</sub> (W)	Φ (lm)	(lm/W)	P <sub>t</sub> (W)	Φ (lm)	(lm/W)
16	21.4	2147	100	28.2	3097	110	36	3932	109
32	34.4	4294	125	48.8	6193	127	68.9	7863	114
48	51	6441	126	72.6	9290	128	102.3	11795	115

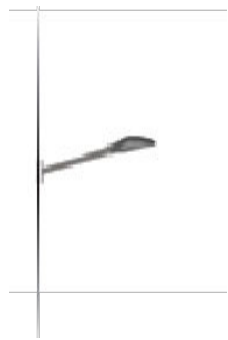
P<sub>t</sub> (W) = Total power consumption including driver consumption  
 Φ Nominal flux (lm)

### Ordering Information

Model	Size	# LED	Distribution	Drive Current (mA)	CCT (K)	Line Voltage	Mounting	Color Fixture
R-Light								
	650	16	T2	35 – (350)	3 – (3000 K)	1- (120-277)	Top/lateral Mounting	BLK – (Black)
	800	32	T3	50 – (500)	4 – (4000 K)	3- (347-480)		BRZ – (Bronze)
		48	T4	70 – (700)				SLV – (Silver)
			T5	C - (Custom)				WHT – (White)
								(RAL #)



Acti BRACKET



R-Light  
Suggestions for ensembles

A - Wall mounting

B - Java 800  
Dryas bollard

C - Java 800

D - Java 600

Denisia BRACKET



A - Wall mounting

B - Kima 600

C - Java 800

D - Kima 800  
Duna bollard

E - Kima 600

F - Kima 800





**Eclassis** BRACKET



**R-Light**  
Suggestions for ensembles



A - Wall mounting



B - Kima 800

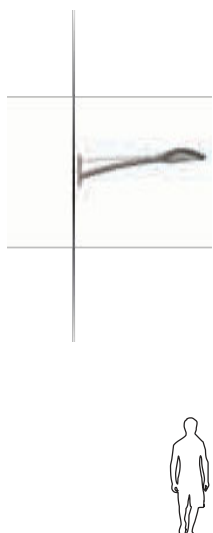


C - Kima 800  
Cannelia bollard



D - Kima 800

**Encierro** BRACKET



A - Wall mounting



B - Jima 600



C - Kima 800



D - Kima 800  
Duna bollard



E - Kima 800



Top mounted



R-Light  
Suggestions for ensembles



A - Jima400



B - Jima500

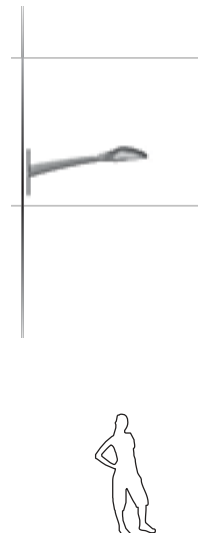


C - Jima 600



D - Jima 700

Neptis BRACKET



A - Wall mounting



B - Jima800



C - Kima 800  
Cannelia bollard



D - Jima 600



Pénéa BRACKET



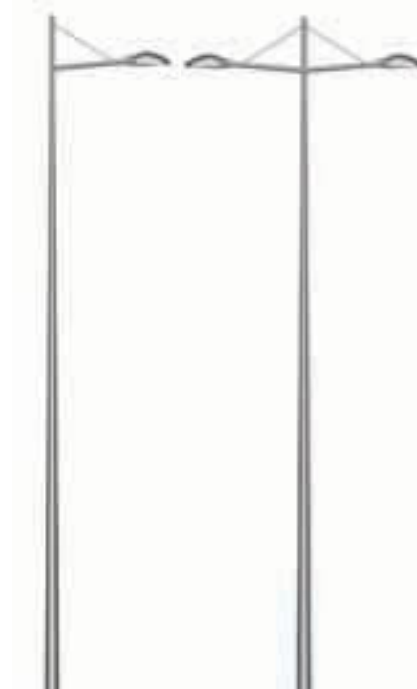
R-Light  
Suggestions for ensembles



A - Wall mounting



B - Kima 500



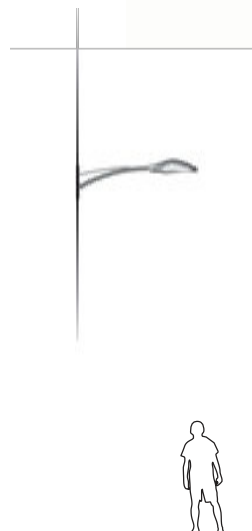
C - Kima 800



D - Kima 800

E - Kima 800  
Duna bollard

Tomina BRACKET



A - Wall mounting



B - Kima 600



C - Kima 800



D - Kima 800  
Duna bollard



E - Kima 800