



**City of Tukwila
Transportation and
Infrastructure Committee**

- ❖ **Thomas McLeod, Chair**
- ❖ **De'Sean Quinn**
- ❖ **Zak Idan**

Distribution: T. McLeod D. Quinn Z. Idan V. Seal D. Robertson Mayor Ekberg D. Cline L. Humphrey H. Hash G. Labanara City Engineer P. Brodin	R. Turpin A. Youn Clerk File Copy 2 Extra Place pkt pdf on Z:\Trans & Infra Agendas e-mail cover to: A. Le, C. O'Flaherty, A. Youn, D. Almborg, B. Saxton, S. Norris, & L. Humphrey
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AGENDA

MONDAY, APRIL 9, 2018 – 5:30 PM
FOSTER CONFERENCE ROOM – 6300 BUILDING

Item	Recommended Action	Page
1. PRESENTATION(S)		
2. BUSINESS AGENDA		
a) Water Reservoir and Pump Station Consultant Agreement	a) Forward to 4/16/18 Regular Consent Agenda	Pg. 1
b) CBD Sanitary Sewer Rehabilitation Design Consultant Selection and Agreement for 2018-A	b) Forward to 4/16/18 Regular Consent Agenda	Pg. 11
c) CBD Sanitary Sewer Rehabilitation 2018 Construction Management Contract with RH2	c) Forward to 4/16/18 Regular Consent Agenda	Pg. 25
d) 2018 Annual Small Drainage Program Consultant Selection and Agreement	d) Forward to 4/16/18 Regular Consent Agenda	Pg. 41
e) Strander Boulevard Extension Phase 3 BP/Olympic Pipeline Reimbursement	e) Forward to 4/16/18 Regular Consent Agenda	Pg. 55
f) 2019 Budget Proviso for SeaTac International Airport Impact Study Update	f) Discussion Only	Pg. 67
3. SCATBd		
4. MISCELLANEOUS		
g) Agenda Approval Process	g) Discussion Only	
5. ANNOUNCEMENTS		
	Future Agendas: Crosswalks & Stop Signs Overlay & Repair Program	

Next Scheduled Meeting: Monday, April 23, 2018

The City of Tukwila strives to accommodate individuals with disabilities.
 Please contact the Public Works Department at **206-433-0179** for assistance.



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director
BY: Mike Cusick, Senior Program Manager
CC: Mayor Ekberg
DATE: April 6, 2018
SUBJECT: Water Reservoir and Pump Station
Project No. 91240102
Consultant Agreement

ISSUE

Approve a new consultant agreement with Carollo Engineers (Carollo) to complete the Water Reservoir and Pump Station Study.

BACKGROUND

On November 21, 2017, Contract No. 17-199 with Carollo was issued to study the possibility of Tukwila using extra capacity in Highline Water District's Crestview Reservoir. Tukwila must meet the Washington State Department of Health's requirement for additional water storage. Using excess capacity in an existing reservoir instead of Tukwila building a new reservoir was the focus of the Water Reservoir and Pump Station Study.

DISCUSSION

Carollo needs additional time to complete the study due to scheduling issues. The original contract with Carollo expired in February 2018 and staff was unable to process a supplemental agreement before the expiration date. A new contract with the same consultant is necessary in this instance instead of a supplemental agreement.

FINANCIAL IMPACT

There will be no new financial impact to the design budget as the new agreement will use the remaining funds.

Table with 3 columns: Item, Carollo Engineers Agreement, 2018 Budget. Row: Water Reservoir and Pump Station Study, \$46,070.00, \$50,000.00

RECOMMENDATION

Council is being asked to approve the new consultant agreement with Carollo Engineers for the Water Reservoir and Pump Station Study in the amount of \$46,070.00 and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: Water Reservoir and Pump Station

Project No. 91240102

DESCRIPTION: Design and construct a new 1.5 million gallon water storage reservoir with a 3,300 gpm pump station.

JUSTIFICATION: The Department of Health is requiring that the City provide additional water storage in the 360 pressure zone, which includes the Commercial Business District. A pump station is needed for fire flow.

STATUS: Design funds in 2017 will study the possibility of using Highline's CrestView Reservoir's extra capacity instead of building a new reservoir. Siting study in 2013 showed optimal site location in the Manufacturing/Industrial Center (MIC). May also be included in new PW Shop facilities.

MAINT. IMPACT: Additional staff will be needed to provide maintenance for the new reservoir and pumps.

COMMENT: The pump station may not be required depending on the location of the proposed reservoir.

FINANCIAL (in \$000's)	Through		Estimated							BEYOND	TOTAL
	2015	2016	2017	2018	2019	2020	2021	2022			
EXPENSES											
Design	26		50		500	500				1,076	
Land (R/W)					100					100	
Const. Mgmt.						400	400			800	
Construction						2,600	2,600			5,200	
TOTAL EXPENSES	26	0	50	0	600	3,500	3,000	0	0	7,176	
FUND SOURCES											
Awarded Grant										0	
Proposed Grant										0	
Bond						3,000	3,000			6,000	
Mitigation Expected										0	
Utility Revenue	26	0	50	0	600	500	0	0	0	1,176	
TOTAL SOURCES	26	0	50	0	600	3,500	3,000	0	0	7,176	

Location to be determined.



**CONSULTANT AGREEMENT FOR
ENGINEERING SERVICES**

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and Carollo Engineers, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform engineering services in connection with the project titled Water Reservoir and Pump Station.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than September 4, 2018 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$46,070.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
 1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
 11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
 12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
- A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
- B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:
- City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188
- Notices to Consultant shall be sent to the following address:
- Carollo Engineers, Inc.
1218 Third Avenue, Suite 1600
Seattle, WA 98101
18. The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.
19. **Standard of Care.** The Consultant shall perform the services required hereunder in accordance with the prevailing industry standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington
20. **City-Provided Information and Services.** The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the

Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.

21. **Estimates and Projections.** The Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Consultant's opinion based on experience and judgment. The Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Consultant and the Consultant will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Consultant's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.
22. **Third Parties.** The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder.
23. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 2018.

CITY OF TUKWILA

CAROLLO ENGINEERS, INC.

Allan Ekberg, Mayor

By: Lara Kammereck

Printed Name: Lara R. Kammereck, P.E., PMP

Title: Vice President

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

**CITY OF TUKWILA
PRELIMINARY WATER RESERVOIR AND PUMP STATION FEASIBILITY STUDY**

The City of Tukwila (City) has proposed leasing storage from Highline Water District (Highline) rather than construct a City owned 1.3 MG reservoir and pump station, which was identified in the City's 2013 Comprehensive Water Plan. In 2014, the City and Carollo evaluated sites for a City owned reservoir and identified Cerini Hill (abandoned SWAT training facility) as the preferred location for the planned \$7,180,000 reservoir and pump station. This study will consider the operational and cost effectiveness of leasing storage from Highline.

- Carollo Engineers, Inc. will be referred to as "Consultant" in this document.
- City of Tukwila will be referred to as "City" in this document.
- Highline Water District will be referred to as "Highline" in this document.
- The City will obtain water quality on Highline's finished water quality in electronic format. No water quality data will be collected.
- No new water quality data will be collected as part of the study.
- The 2013 Water System Plan hydraulic model will be used as the basis for the analysis.
- The City will obtain costs for leasing storage from Highline.
- All costs will be AACE Class V estimates.

TASKS

1. **Summarize Water Quality** - Summarize finished water quality from Highline and the City. It is assumed the City will obtain the water quality data and provide it electronically. Compare water quality to primary and secondary drinking water standards. No mixing study or evaluating the corrosively either Highline or City water will be conducted as part of this work. However, the data will be reviewed to confirm data availability for a future study. Additional data collection will be recommended, if needed.
2. **Purpose of Storage** - Establish City's potential uses for the Highline reservoir (emergency storage, fire storage, equalizing, etc.). Estimate the frequency of use, volume of storage and flow rates required for each potential use.
 - Meeting No. 1 – Storage Uses - Review water quality and identify storage uses for leased reservoir with City staff. Establish criteria for hydraulic modeling and comparison of alternatives.
 - Meeting No. 3 – Highline Coordination - Meet with Highline Staff to discuss leasing storage. Review purpose of uses, potential operations, and known infrastructure challenges. Identify limitations by either Highline or the City.
3. **System Analysis**
 - Update hydraulic model - Update the hydraulic model to incorporate piping changes identified in the 2016 Pipeline Asset Management Update project. Develop potential PRV settings for the Highline intertie based on the potential storage uses. Update

EXHIBIT A

short-term modeling scenario to the year 2020. Demands will be increased based on the 2013 Plan using a single multiplication factor across all model nodes. It is anticipated that supply levels will also need to be increased to match the demand.

- Level of Service - Evaluate ability for leased Highline storage to meet designated uses for the short-term (2020) and long-term (2035) planning horizon. Evaluate Peak Hour Demand (PHD) and Maximum Day Demand (MDD) plus Fire Flow using the criteria identified in the 2013 Water System Plan. Identify any conveyance improvements need to use the leased storage. Recommend piping improvements for any new deficiencies caused by the removal of a City owned reservoir. Prepare AACE Class V costs for the updated intertie and any new distribution system improvements.
- Compare Alternatives - Compare hydraulic modeling results for the 2013 Water System Plan, 2014 Reservoir Siting Analysis, and the leased Highline Reservoir scenarios. Prepare charts and tables to summarize differences in levels of service and costs. It is anticipated that Highline will provide the cost of the leased storage and any related improvements in Highline's system. Select a preferred Alternative for City implementation.
- Meeting No. 2 Preferred Alternative - Review level of service and comparison of alternatives with City staff. Select a preferred Alternative.

4. Technical Memorandum No. 1 - Prepare a short Technical Memorandum (TM) documenting the study tasks. It is anticipated that the TM will be included as part of a DOH Project Report for the preferred alternative.

5. Project Management - Direct all activities within the study as assigned by the City and maintain the project within the contracted scope, schedule, and budget. This includes project administration, monthly invoicing, client and team coordination and quality assurance/quality control review. A study duration of 3 months is assumed for budgeting purposes.

**CITY OF TUKWILA
PRELIMINARY WATER RESERVOIR AND PUMP STATION FEASIBILITY STUDY**

TASK / DESCRIPTION	CITY OF TUKWILA										OTHER DIRECT COSTS			TOTAL COST
	PC/Quality Manager Lara \$ 226	Kammereck \$ 175	Dan Reisinger, Project Manager \$ 175	Professional, Alena Thurman \$ 155	Assistant Professional, Katie Sager \$ 135	Designer, Technician, GIS \$ 135	Clerical/WP \$ 90	Total Hours	Carollo Labor Cost	Travel and Printing	PECE	Total ODC	TOTAL COST	
Total Labor Rate	\$ 226	\$ 175	\$ 175	\$ 155	\$ 135	\$ 135	\$ 90			\$ 11.70				
Tasks														
1 Water Quality	2.0	2.0	2.0	8.0	16.0	0.0	1.0	29	\$ 4,292	\$ -	\$ 339	\$ 339	\$ 4,631	
2 Purpose of Storage	4.0	12.0	12.0	8.0	24.0	2.0	1.0	51	\$ 7,844	\$ 15	\$ 597	\$ 611	\$ 8,455	
3 System Analysis	8.0	16.0	16.0	16.0	80.0	8.0	1.0	129	\$ 19,058	\$ 25	\$ 1,509	\$ 1,534	\$ 20,592	
4 TM No. 1	4.0	8.0	8.0	4.0	24.0	8.0	0.0	48	\$ 7,244	\$ 100	\$ 562	\$ 662	\$ 7,906	
5 Project Manager	4.0	16.0	16.0	0.0	2.0	0.0	2.5	25	\$ 4,199	\$ -	\$ 287	\$ 287	\$ 4,486	
Total	22.0	54.0	54.0	36.0	146.0	18.0	5.5	282	42,637	\$ 140	\$ 3,294	\$ 3,433	\$ 46,070	



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
 FROM: **Henry Hash, Public Works Director** *H.H.*
 BY: **Mike Cusick, Senior Program Manager**
 CC: **Mayor Ekberg**
 DATE: **April 6, 2018**
 SUBJECT: **CBD Sanitary Sewer Rehabilitation**
City Project No. 91140203
Design Consultant Selection and Agreement for 2018-A

ISSUE

Approve RH2 Engineering, Inc. to design the 2018-A CBD Sanitary Sewer Rehabilitation Project.

BACKGROUND

To date the City has re-lined over 10,000 feet of sanitary sewer pipe as part of CBD (Commercial Business District) Sanitary Sewer Rehabilitation Program. For 2018, the City is under contract to re-line approximately 4,000 feet of sewer pipe. As the overall sewer project proceeds, we are completing sections as budget allows. In February 2018, we advertised the first construction contract, which was awarded to Michels Corporation for \$449,633.25. This design agreement will continue the program for a second bid award in late 2018.

ANALYSIS & FISCAL IMPACT

Staff reviewed Statement of Qualifications from BHC Consultants, CHS Engineers and RH2 Engineering, Inc., which were listed in the Municipal Research and Services Center (MRSC) Consultant Roster for design and construction management services for sewers. RH2 Engineers (RH2) was selected for the design of the 2018-A CBD Sanitary Sewer Rehabilitation Project. RH2 has completed other design work for the City in the past and their work was satisfactory.

	RH2 Agreement	2018 Budget
2018-A CBD Sanitary Sewer Rehabilitation	<u>\$44,993.00</u>	<u>\$45,000.00</u>

RECOMMENDATION

Council is being asked to approve the agreement with RH2 Engineering, Inc. in the amount of \$44,993.00 for the 2018-A CBD Sanitary Sewer Rehabilitation Project and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

Attachments: Consultants Rating Sheet
2018 CIP Page 81
Consultant Agreement

2018 CBD Sewer Rehab Qualification Review (1= Top Choice, 2 = Second Choice, 3 = Third Choice)			
	RH2	CHS	BHC
Relevant Project Experience	1	1	2
Similar Size Projects	1	1	2
Ability to Coordinate with City Staff	1	2	2
Ability to keep project on schedule and within Budget	1	1	1
Project Team Availability of Key Team Members	1	1	1
Accuracy of Pasted Project	1	1	1
TOTALS			
(Lowest Total Score is best)	6	7	9
Firm Rank			
(1 - 3, Lowest = Best)	1	2	3

RH2 is Chosen for the 2018 SEWER REHAB PROJECT

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: CBD Sanitary Sewer Rehabilitation

Project No. 91140203

DESCRIPTION:

The asbestos concrete pipe in the CBD (commercial business district) is approximately 45 years old and becoming soft. Slip lining the pipe will reinforce the strength with little impact to roadways and minimal excavation.

JUSTIFICATION:

If the pipe collapses, the street will have to be excavated and the cost of the repairs will be significant. In the last five years we have had four major pipe failures on Andover Park West and Andover Park East.

STATUS:

In 2014 and 2015, over 10,500 feet of asbestos sanitary sewer pipe were relined. In 2016 through 2018, 20,000 feet of asbestos sewer is scheduled to be relined.

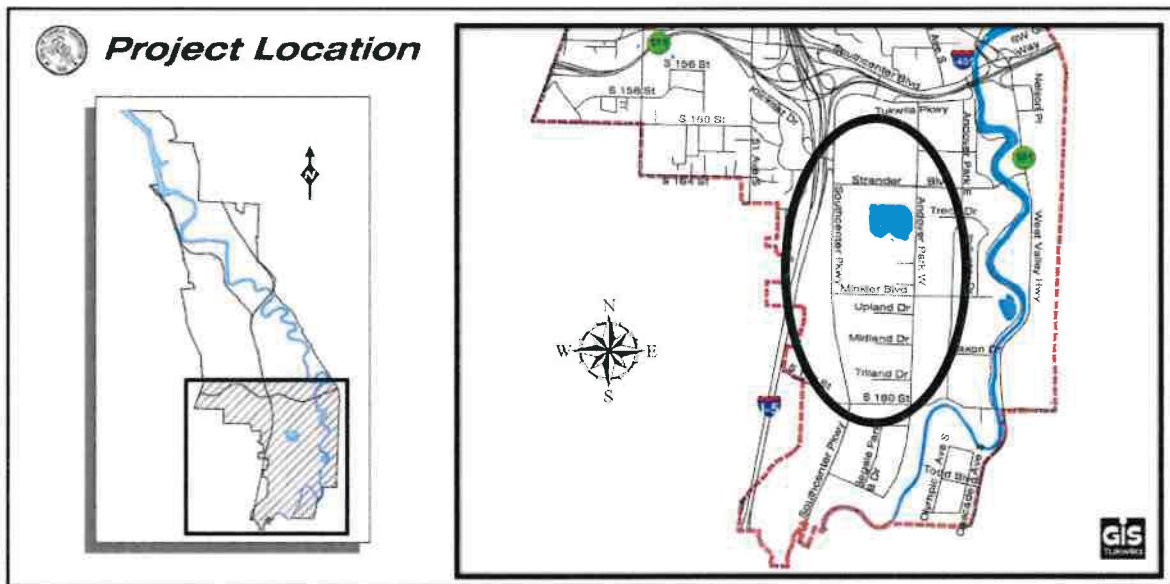
MAINT. IMPACT:

Reduced maintenance and repair costs.

COMMENT:

A Public Works Trust Fund loan was successfully obtained in 2012 for \$750k.

FINANCIAL (in \$000's)	Through 2015	Estimated 2016	2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
EXPENSES										
Design	323	37	45	45	45					495
Land (R/W)	1									1
Const. Mgmt.	112	85	120	120	120					557
Construction	736	1,540	1,100	1,100	1,049					5,525
TOTAL EXPENSES	1,172	1,662	1,265	1,265	1,214	0	0	0	0	6,578
FUND SOURCES										
Awarded Grant										0
PW Trust Fund	750									750
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	422	1,662	1,265	1,265	1,214	0	0	0	0	5,828
TOTAL SOURCES	1,172	1,662	1,265	1,265	1,214	0	0	0	0	6,578





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

ORIGINAL PAGE NO. 1 OF 6 PAGES
Contract Number:

CONSULTANT AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as "the City", and RH2 Engineering, INC (RH2), hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform Engineering Design services in connection with the project titled CBD Sanitary Sewer Rehabilitation.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending DEC 31, 2019, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than April 2, 2019 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$44,993.03 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
 1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

22722 29th Drive SE, Suite 210
Bothell, Wa 98021
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: Richard L Ballard

Printed Name: Richard L Ballard

Title: Director

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A
Scope of Work
City of Tukwila
Central Business District Rehabilitation Phase IV
Final Design and Services During Bidding
March 2018

Background

The City of Tukwila (City) has programmed yearly upgrades to the wastewater collection system in its Central Business District (CBD). The pipe in the CBD has been especially prone to failure because of its 50- to 60-year age, material of construction (asbestos cement), and submergence below the groundwater table. The City conducted one major cured-in-place pipe (CIPP) project in 2014, another in 2016, and is just beginning construction on a third round. This Scope of Work is for designing the fourth round of pipeline improvements to be performed in 2018, which includes approximately 6,000 linear feet of sewer main along Andover Park West between Strander Boulevard and Minkler Boulevard and along Strander Boulevard between Southcenter Parkway and Christensen Road.

Task 1 – Plans and Specifications for CBD Rehabilitation Phase IV

Objective: Prepare base maps and develop plan sheets, technical specifications, bid documents, and an engineer's estimate of probable cost for construction of the CIPP lining.

Approach:

- 1.1 Conduct one (1) project initiation meeting and two (2) design review meetings (project manager and project engineer) with the City's engineering and operations staff prior to the bid advertisement.
- 1.2 Prepare preliminary plan sheets for the CIPP lining of existing gravity sewer at 1 inch equals 50 feet plan scale, based on City-identified sewer pipelines that need CIPP lining. *Plans will note pipe runs to be lined and will use geographic information system (GIS) files provided by the City as the base map. It is assumed that the CIPP contractor will submit traffic control and temporary wastewater bypass plans for approval during the construction phase.* Specify flow rates to be bypassed based on information from the City. Estimate the quantity of required bid items to construct the project and write payment descriptions for each item. Prepare a preliminary engineer's estimate of probable construction costs for the proposed improvements based on historical costs of similar projects in the vicinity, where possible. Provide preliminary review set, including the preliminary cost estimate, for City review.
- 1.3 Prepare 95-percent review sets of plans, technical specifications, bid documents, and construction cost estimate based on City review comments. *The CIPP lining will be split into two (2) parts: 1) base bid; and 2) bid alternate. The bid alternate is to include work to be performed if the bid prices are within the City's budget.* A schedule of pipe size, length, and material will be prepared for the pipes identified in the base bid and bid alternate. Assemble PDFs of technical specifications, plans, bid documents, and construction cost estimate for the CIPP lining. *Technical specifications are to be based on the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) format. Technical specifications are to be based on the*

2018 edition of the Standard Specifications for Road, Bridge, and Municipal Construction. Perform internal quality control review on the plans and technical specifications and integrate edits. Provide 95-percent review sets of plans, technical specifications, bid documents, and construction cost estimate for City review.

- 1.4 Finalize plans, technical specifications, bid documents, and construction cost estimate based on City review comments.

Assumptions:

- *RH2 will rely on the accuracy and completeness of any information, data, or materials provided or generated by the City or others in relation to this Scope of Work.*

Participation or Information Needed from City:

- Attendance at project initiation meeting and two (2) design review meetings by members of City's engineering and operations staff.
- Red-line comments on draft plan sets. Comments can be delivered to RH2 electronically via email or file-sharing site using marked-up PDF files (preferred). Alternatively, red-lined hard copies can also be used.
- GIS files of project area showing aerial imagery, existing pipelines and their diameters, manhole rim and invert elevations, and pipe material, if any were updated since these were previously provided. The clarity of the aerial imagery must be sufficient to allow bidders to plan areas for traffic and wastewater diversions during lining operations.
- Video inspection records (both video and hard-copy summaries) of all pipelines to receive CIPP lining, if available.
- Pump station flow rate records in the project area indicating approximate peak hour wastewater flow rates in the pipelines to receive CIPP lining.

Information Previously Provided by the City:

- Identification of existing gravity sewer pipelines needing CIPP lining.
- Sewer Map Book for the lines to receive CIPP.

RH2 Deliverables:

- Attendance at three (3) meetings.
- Base maps and preliminary design plans. Preliminary cost estimate based on preliminary design. To be provided electronically via email or file-sharing site (using PDF files) for review.
- PDF files of 95-percent plans, technical specifications, bid documents, and construction cost estimate (provided electronically via email or file-sharing site) for final review.
- PDF files of final plans, technical specifications, bid documents, and construction cost estimate (provided electronically via email or file-sharing site).
- Three (3) hard copies of final plans (half-size), technical specifications, bid documents, and construction cost estimate.

Task 2 – Services During Bidding

Objective: Assist the City and project bidders during the bidding phase for the CBD Rehabilitation Phase IV project.

Approach:

- 2.1 Convert bid package to PDF preferred by Builders Exchange of Washington (BXWA) and upload to BXWA's website.
- 2.2 Respond to questions from bidders and City during the bidding phase via phone and email, as requested by the City.
- 2.3 Prepare up to one (1) addendum to modify bid documents and provide clarification, if needed.

Assumptions:

- *Because the project documents will be uploaded to BXWA, no hard copies of bid sets will be provided to bidders.*
- *City will pay directly any advertising fees.*

RH2 Deliverables:

- PDF file of one (1) addendum, if needed.
- Responses to technical questions.

Task 3 – Project Management Services

Objective: Coordinate with City staff; monitor scope, budget, and schedule; review and issue invoices; and maintain project files and records.

Approach:

- 3.1 Coordinate with City staff regarding schedule, progress, and technical questions.
- 3.2 Prepare invoices. Review for consistency and monitor budget spent. Provide monthly status updates.
- 3.3 Maintain project records and project files.

RH2 Deliverables:

- Teleconference and email communication to coordinate with City staff.
- Monthly invoices and coordinating status updates.

EXHIBIT B
 City of Tukwila
 Central Business District Rehabilitation Phase IV
 Final Design and Services During Bidding
 Fee Estimate

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	PLANS AND SPECIFICATIONS FOR CBD REHABILITATION PHASE IV	204	\$ 32,908.00	\$ -	\$ 4,865.40	\$ 37,773.40
Task 2	SERVICES DURING BIDDING	23	\$ 3,796.00	\$ -	\$ 100.30	\$ 3,896.30
Task 3	PROJECT MANAGEMENT SERVICES	18	\$ 3,237.00	\$ -	\$ 86.33	\$ 3,323.33
PROJECT TOTAL		245	\$ 39,941.00	\$ -	\$ 5,052.03	\$ 44,993.03

EXHIBIT C		
RH2 ENGINEERING, INC.		
2018 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$138	\$/hr
Professional II	\$153	\$/hr
Professional III	\$164	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$191	\$/hr
Professional VI	\$203	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$230	\$/hr
Professional IX	\$230	\$/hr
Technician I	\$100	\$/hr
Technician II	\$107	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$69	\$/hr
Administrative II	\$81	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$114	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Committee
 FROM: Henry Hash, Public Works Director *H.H.*
 BY: Michael Ronda, Project Manager - Construction
 CC: Mayor Ekberg
 DATE: April 6, 2018
 SUBJECT: CBD Sanitary Sewer Rehabilitation
 Project Number 91140203
 2018 Construction Management Contract with RH2

ISSUE

Approve an agreement with RH2 for construction engineering/construction management (CM) support for the 2018 Commercial Business District (CBD) Sanitary Sewer Rehabilitation Project.

BACKGROUND

Council awarded the construction contract for the 2018 CBD Sanitary Sewer Rehabilitation Project to Michels on March 5, 2018 for \$449,633.25 (plus a 20% contingency). The City intends to staff the inspection of this project with consultant services under Tukwila Project Manager (PM) oversight. Three consultants were short listed from MRSC's Consultant Roster and specific information was requested for final screening. RH2 Engineering was the successful consultant and has the best mix of resources to provide appropriate support.

DISCUSSION & FISCAL IMPACT

The RH2 CM team will provide both extended engineering support during construction (ESDC) and on-site construction management/inspection services. The construction is scheduled to be performed at night to avoid disruption to transportation corridors in the Tukwila retail core. The total fee for this construction management contract is \$79,949.00 and is well within budget:

	<u>RH2 Agreement</u>	<u>2018 Budget</u>
CBD Sewer Rehabilitation CM Services	<u>\$79,949.00</u>	<u>\$120,000.00</u>

RECOMMENDATION

Council is being asked to approve the construction management agreement with RH2 Engineering, Inc in the amount of \$79,949.00 for the CBD Sanitary Sewer Rehabilitation Project and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

Attachments: CM Support Selection Ranking
Page 81, 2017-2022 CIP
CM Consultant Services Contract Scope and Fee with RH2

2018 CBD Sewer Rehab - Qualification Review ¹⁾ OUTSTANDING; 2) AVERAGE/ADEQUATE; 3) INSUFFICIENT INFORMATION; 4) NO INFORMATION				KPG	OBEC	RH2
Relevant Project Experience	4	2	1			
Quality of previous performance	1	2	2			
Project Team & Availability of Key Team Members	4	2	2			
Resumes/References	4	2	2			
Knowledge of City Plans & Process	1	2	1			
TOTALS (Lowest Total Score is best)	14	10	8			
Firm Rank (1 - 4, Lowest = Best)	3	2	1			

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: CBD Sanitary Sewer Rehabilitation

Project No. 91140203

DESCRIPTION: The asbestos concrete pipe in the CBD (commercial business district) is approximately 45 years old and becoming soft. Slip lining the pipe will reinforce the strength with little impact to roadways and minimal excavation.

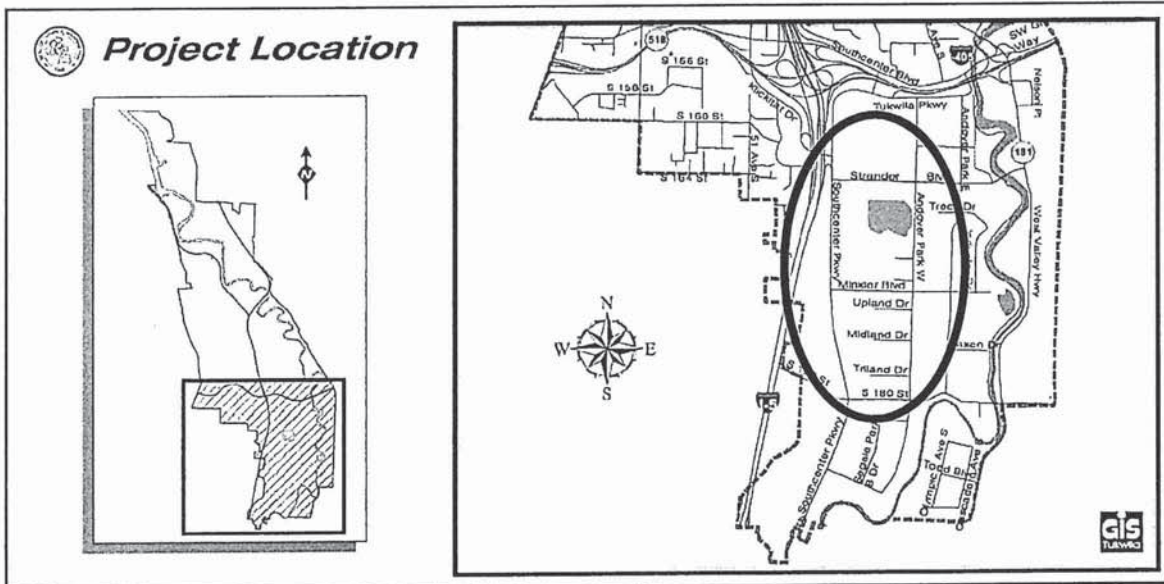
JUSTIFICATION: If the pipe collapses, the street will have to be excavated and the cost of the repairs will be significant. In the last five years we have had four major pipe failures on Andover Park West and Andover Park East.

STATUS: In 2014 and 2015, over 10,500 feet of asbestos sanitary sewer pipe were relined. In 2016 through 2018, 20,000 feet of asbestos sewer is scheduled to be relined.

MAINT. IMPACT: Reduced maintenance and repair costs.

COMMENT: A Public Works Trust Fund loan was successfully obtained in 2012 for \$750k.

FINANCIAL (in \$000's)	Through 2015	Estimated 2016	2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
EXPENSES										
Design	323	37	45	45	45					495
Land (R/W)	1									1
Const. Mgmt.	112	85	120	120	120					557
Construction	736	1,540	1,100	1,100	1,049					5,525
TOTAL EXPENSES	1,172	1,662	1,265	1,265	1,214	0	0	0	0	6,578
FUND SOURCES										
Awarded Grant										0
PW Trust Fund	750									750
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	422	1,662	1,265	1,265	1,214	0	0	0	0	5,828
TOTAL SOURCES	1,172	1,662	1,265	1,265	1,214	0	0	0	0	6,578





CONSULTANT AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE 2018 CBD Sewer CIPP Lining – SDC

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and RH2 Engineering, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the city to perform the engineering services in connection with the project title 2018 CBD Sewer CIPP Lining – SDC.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2018 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$79,949.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
 - E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
 11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.

12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, Washington 98021
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: _____

Printed Name: _____

Title: _____

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A
Scope of Work
City of Tukwila
2018 CBD Sewer CIPP Lining - Services During Construction

March 2018

Background

The City of Tukwila (City) has awarded a contract to Michels Construction, using the design-bid-build process, to construct the 2018 Central Business District cured-in-place pipe lining project. Work is anticipated to start in this summer and to continue for two (2) to three (3) months. RH2 Engineering, Inc. (RH2) was selected to perform the construction inspection and administration for this project under the direction of the City's Project Manager (PM). The following is a scope of work to provide onsite construction inspection and construction administration to the City for this project.

Task 1 – Services During Construction (SDC) for Central Business District Sanitary Sewer Rehabilitation

Objective: Assist the City with technical efforts during construction of the Central Business District Sanitary Sewer Rehabilitation project, including on-site construction inspection.

Approach:

- 1.1 Pre-construction Meeting – Prepare for and lead one (1) pre-construction conference. Prepare an agenda and meeting minutes for the pre-construction conference.
- 1.2 Submittal Review – Review shop drawings, submittals, and change order proposals of those items requested in the technical specifications. Provide a written response to the contractor and the City for each shop drawing and submittal reviewed.
- 1.3 Requests for Information and Pay Requests – Review written requests for information (RFIs) and quantities for pay requests and provide written responses to the contractor and the City following City review. Generate pay estimates for processing by City's PM.
- 1.4 Modify contract drawings to include work performed as recorded by the onsite construction inspector and from verified contractor notes.
- 1.5 Construction Observation – Provide on-site construction inspection and associated administrative duties, including: observation of the contractor and its subcontractors, bid item quantity tracking, communications with City staff, and other tasks required in the field.
- 1.6 Establish quantity tracking spreadsheet and/or other pay note records as required to keep tally of daily totals of contract bid items. Establish data measurement and recording protocols in manner approved by City.

Assumptions:

- *The City is performing the lead role in construction management and contract administration. RH2 is performing all on site duties of inspection and project coordination under the supervision of the City.*
- *For Task 1.5, construction is assumed to last approximately ten (10) hours each day for twenty-five (25) days during two separate phases of work. The first phase is expected to be roughly one week and*

will investigate and verify the assumptions of the design. The second phase will be to carry out all other scope of the construction contract. An RH2 Engineering, Inc., (RH2) team member will be present at all times during on site investigation and construction.

- *Construction phase services are variable in nature and depend in part on the contractor's approach to the project. RH2's estimate is based upon previous experience with Michels Construction and their construction approach and effort.*

Provided by the City:

- Approve RFI responses to the contractor.
- Help to process the contractor's pay requests once quantities have been recorded and agreed to by RH2 and Michels.

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agenda and minutes.
- On-site construction inspection and associated reports.
- Pay note records and Pay Estimate ledgers
- Initial coordination and responses to construction and materials submittals, RFI's and other project correspondence.
- Design revisions as required to address changed conditions subject to the Management Reserve protocol discussed below.
- Utility and/or permit field coordination in support of the project scope and objectives.
- Meetings and correspondence with the City and contractor, as needed, within the budgeted hours identified in **Exhibit B – Fee Estimate of Time and Expense**.

Task 2 – Project Management for Central Business District Sanitary Sewer Rehabilitation

Objective: Coordinate with City staff; monitor scope, budget, and schedule; review and issue construction management (CM)/construction engineering (CE) invoices; and maintain project files and records for the Central Business District Sanitary Sewer Rehabilitation project.

Approach:

- 2.1 Coordinate with City staff on schedule, progress, and technical questions.
- 2.2 Prepare for and attend two (2) construction progress meetings. Prepare an agenda and meeting minutes for the construction progress meetings.
- 2.3 Prepare CM/CE invoices. Review for consistency and monitor budget spent. Provide monthly status updates.

Provided by the City:

- Attendance at construction meetings by members of the City's staff.

Task 3 – Management Reserve

Objective: RH2 has specified a contingency as part of the Fee Estimate to accommodate for changed conditions or unforeseen complications that may arise during the project. In this event, RH2 will notify the City of the time and expense warranted to address the new issue(s) that arise and will request to authorize use of the contingency funds. RH2 will not attempt to address these issues without the City's prior authorization. RH2's PM will contact the City via email to request access to these funds should the need arise.

EXHIBIT B
City of Tukwila
2018 CBD Sewer CIPP Lining - SDC
Fee Estimate

Description	Staff Engineer	Staff Engineer	Principal	Project Engineer	Administrative Support	Total Hours	Total Labor	CAD Plots - Half Size	CAD Plots - Full Size	Copies (bw) 8.5" X 11"	Mileage	Technology Charge	Total Expense	Total Cost					
Task 1 SDC FOR CENTRAL BUSINESS DISTRICT SANITARY SEWER REHABILITATION																			
1.1 Prepare for and attend one (1) pre-construction meeting	\$138,000 Tadashi A. Kibe 100% ACAD	\$175,000 Kenny F. Gomez 90% ACAD	\$230,000 John D. Hendron 20% ACAD	\$140,000 Steven D. Fletcher 70% ACAD	\$131,000 Stephanie A. Perkins Administrative V	238	53	22	21	10	344	\$ 51,429	37	13	90	1560	51429	\$ 2,367	\$ 53,796
1.2 Review shop drawings, submittals, and change order proposals						12	2,250	5	5	30	60	2250	154	20	60	2404	2250	\$ 154	\$ 2,404
1.3 Review RFI's and pay requests, and provide written response(s) to the City						26	4,366			20		4366	111	20		4477	4366	\$ 111	\$ 4,477
1.4 Prepare record drawings						23	3,543			20		3543	90	20		3,633	3543	\$ 90	\$ 3,633
1.5 Onsite Construction Observation						21	3,059			20		3059	78	20		3,137	3059	\$ 78	\$ 3,137
1.6 Establish quantity tracking spreadsheet and quantity collection protocols						254	36,948	32	8		1500	36948	1,901			38,849	36948	\$ 1,901	\$ 38,849
						8	1,263					1263	32			1,295	1263	\$ 32	\$ 1,295
Task 2 PROJECT MANAGEMENT FOR CENTRAL BUSINESS DISTRICT SANITARY SEWER REHABILITATION																			
2.1 Coordinate with City staff regarding schedule, progress, and technical questions						2	5,200			80	120	5200	203			5,403	5200	\$ 203	\$ 5,403
2.2 Prepare for and attend two (2) Construction progress meetings						8	1,348			20		1348	36			1,384	1348	\$ 36	\$ 1,384
2.3 Prepare invoices and monitor project budget						16	3,042			50	120	3042	146			3,188	3042	\$ 146	\$ 3,188
						4	810			10		810	21			831	810	\$ 21	\$ 831
Task 3 MANAGEMENT RESERVE																			
3.1 Management Reserve						130	20,245					20245	506			20,751	20245	\$ 506	\$ 20,751
						5	20,245					20245	506			20,751	20245	\$ 506	\$ 20,751
Subtotal 2018 CBD Sewer CIPP Lining - SDC Tasks						370	76,874	37	13	170	1680	76874	3,075			79,949	76874	\$ 3,075	\$ 79,949
PROJECT TOTAL						370	76,874	37	13	170	1680	76874	3,075			79,949	76874	\$ 3,075	\$ 79,949

\$ 2.50 \$ 10.00 \$ 0.09 \$ 0.545 2.50%
 8 Sheets/Set 8 Sheets/Set

EXHIBIT C
RH2 ENGINEERING, INC.
2018 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$138	\$/hr
Professional II	\$153	\$/hr
Professional III	\$164	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$191	\$/hr
Professional VI	\$203	\$/hr
Professional VII	\$219	\$/hr
Professional VIII	\$230	\$/hr
Professional IX	\$230	\$/hr
Technician I	\$100	\$/hr
Technician II	\$107	\$/hr
Technician III	\$132	\$/hr
Technician IV	\$140	\$/hr
Administrative I	\$69	\$/hr
Administrative II	\$81	\$/hr
Administrative III	\$96	\$/hr
Administrative IV	\$114	\$/hr
Administrative V	\$131	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Committee**
FROM: **Henry Hash, Public Works Director** *HH*
BY: **Ryan Larson, Senior Program Manager**
CC: **Mayor Allan Ekberg**
DATE: **April 6, 2018**
SUBJECT: **2018 Annual Small Drainage Program**
Project No. 91841201
Design Consultant Selection and Agreement

ISSUE

Approve KPG, Inc. to design the 2018 Annual Small Drainage Program.

BACKGROUND

The Annual Small Drainage Program repairs and installs needed surface water infrastructure that is identified through maintenance activities as well as citizen complaints. For the 2018 Annual Small Drainage Program, we are proposing the design of six projects for possible construction in 2018. In addition, a feasibility analysis will be conducted on three projects.

DISCUSSION

The current MRSC Consultant Roster was reviewed and three firms were short-listed to provide design services. The firms were; KPG, Inc., David Evans and Associates, and Otak. The Summary of Qualifications were evaluated from each firm and KPG was selected as the firm that best met the requirements. KPG has designed the Annual Small Drainage Program since 1991 and Public Works staff continues to be very satisfied with their work. KPG also worked on the 2017 Annual Small Drainage Program and is knowledgeable of the sites.

Public Works staff reviewed the list of known system deficiencies and compiled a list of six projects for design and three projects for feasibility analysis in 2018. Two of the projects were substantially designed in 2017, but not constructed due to budget constraints. The design and feasibility projects are:

- | | |
|---|--|
| 1. Gilliam Creek Outfall Access (finish design) | 5. TIB Sabey Pipe Abandonment (new design) |
| 2. S 180 th Street Bridge Retaining Wall (finish design) | 6. Interurban Ave S Rockery Drainage (feasibility) |
| 3. Interurban Catch Basin Grates (new design) | 7. S 148 th St/42 nd Ave S Creek Inlet (feasibility) |
| 4. 205 Levee Drainage Repair (new design) | 8. 10349 Beacon Ave S (feasibility) |

FINANCIAL IMPACT

The proposed fee for the 2018 Small Drainage Program's design contract is \$79,570.00 and the 2018 design budget is \$80,000.

RECOMMENDATION

Council is being asked to approve a consultant agreement with KPG Inc, in the amount of \$79,570.00 for the design of the 2018 Small Drainage Program and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

2018 Small Drainage - Qualification Review			
	KPG	DEA	Orak
Relevant Project Experience	1	3	2
Experience with HPA/Creek Work	1	2	1
Small Scale Projects	1	2	1
Ability to keep project on schedule and within Budget	1	2	1
Project Team Availability of Key Team Members	2	2	2
Knowledge of City , Plan Process, Drainage System	1	2	2
TOTALS (Lowest Total Score is best)	7	13	9
Firm Rank (1 - 3, Lowest = Best)	1	3	2

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: Annual Small Drainage Program

Project No. 9XX41201

DESCRIPTION: Select, design, and construct small drainage projects throughout the City.

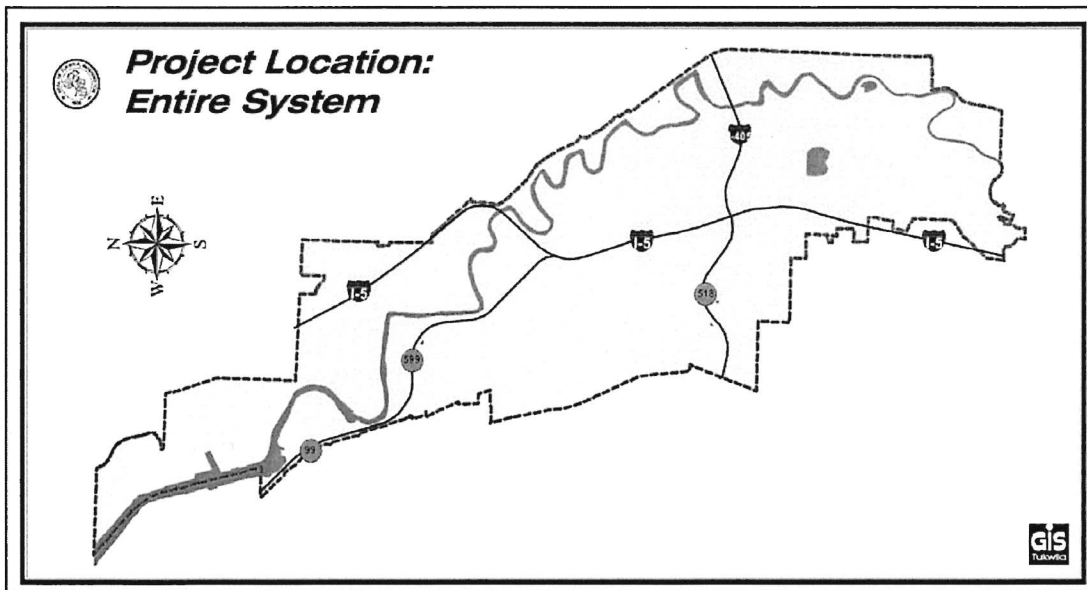
JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

STATUS: Projects for this annual program are taken from Small Drainage Project List.

MAINT. IMPACT: Reduces maintenance.

COMMENT: Ongoing project, only one year shown in first column. Construction expenses may occur over two calendar years.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2015	2016	2017	2018	2019	2020	2021	2022	BEYOND	
EXPENSES										
Design	74	80	80	80	80	80	80	80	80	714
Streamgages/Monitor	10	10	35	35	36	36	36	36	40	274
Const. Mgmt.	62	80	80	80	80	80	80	80	80	702
Construction	255	515	515	515	514	514	514	513	513	4,368
TOTAL EXPENSES	401	685	710	710	710	710	710	709	713	6,058
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	401	685	710	710	710	710	710	709	713	6,058
TOTAL SOURCES	401	685	710	710	710	710	710	709	713	6,058





**CONSULTANT AGREEMENT FOR
ENGINEERING SERVICES**

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform engineering services in connection with the project titled ‘2018 Small Drainage Program’.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2018 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$79,570.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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, 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. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

KPG
753 9th Avenue North
Seattle, WA 98109

18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 2018.

CITY OF TUKWILA

CONSULTANT

Mayor, Allan Ekberg

By: _____

Printed Name: Nelson Davis, KPG

Title: Principal

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O’Flaherty

Office of the City Attorney

EXHIBIT A

City of Tukwila

2018 Small Drainage Program

Scope of Work

March 28, 2018

PROJECT DESCRIPTION

The Consultant shall prepare final Plans, Specifications and Estimates for the 2018 Small Drainage Program. The project will include the following sites:

Site 1: Gilliam Creek Outfall Access Improvements
Install level access pad and fencing/railing to improve access and safety to flap gate apron. This site may require an HPA and City of Tukwila Building Permit.

Site 2: S 180th Street Bridge Retaining Wall
Raise existing retaining wall and connect to bridge abutment. This project is to address a freeboard deficiency that was identified in the recent Levee Certification analysis. This site may require an HPA and City of Tukwila Building Permit.

Site 3: Interurban Catch Basin Grates
Existing concrete aprons around catch basins are cracking in a number of locations between Fort Dent Way and S 137th Street. Project will repair catch basin aprons with possible modification to City Standard detail to improve durability.

Site 4: Levee 205 Drainage Repair
Failing CMP storm sewer and manhole south of Strander Blvd. has been identified by the Corps of Engineers for necessary repair. Replace approximately 100' of 12" storm sewer and move manhole behind levee. As an in-kind maintenance replacement, no permits are anticipated.

Site 5: Tukwila International Blvd. / Sabey pipe abandonment
Add type 1 catch basin and connection to downstream system. Fill and abandon existing undercrossing of Tukwila International Boulevard.

The Consultant shall provide necessary surveying, project design, quantity and cost estimates, and utility coordination required to complete final bid documents. It is anticipated that sites will be bid as a single bid package for the 2018 Small Drainage Program as budget or other considerations allow.

The Consultant shall provide surveyed base maps with horizontal utility locations, or base maps created from field measurements, ortho-photography, and GIS data as necessary for each site. If necessary, surveyed base maps will include right-of-way line work based on available public records. Project horizontal and vertical datum will be assumed on all sites.

The Consultant shall provide assistance to the City with preparation of a SEPA checklist and HPA application where required. A building permit will be acquired for the access and safety projects if required. No additional permits are anticipated.

It is the Consultants understanding that none of the 2018 Small Drainage Program sites require biological assessments, additional permits beyond those listed, wetland delineations, geotechnical review, detention facilities, or water quality treatment facilities. The budget assumes a straightforward approval process with no special studies or extensive coordination. All work will be completed within City rights of way or easements and no easement acquisition is anticipated.

In addition to the sites for the 2018 Small Drainage Program, the Consultant shall perform limited survey, geotechnical studies and preliminary design / feasibility analysis for the following sites:

Site 6: Interurban Avenue S Rockery Drainage

Rockery across from Golf Course driveway and parking lot lacks formal drainage above and behind rockery which causes water to flow onto the road and sidewalk creating significant icing problems. The Consultant shall prepare topographic survey and develop alternatives, cost estimate, and preliminary design to replace rockery with new wall system and tie in drainage from roadway and alley above. Final design will be completed in a future small drainage program.

Site 7: S 148th Street / 42nd Avenue S Creek Inlet Structure

Creek inlet structure is prone to plugging, causing water to flow onto 42nd Ave S and create localized flooding. Determine feasibility, cost, preliminary design, and easement needs for repair in a future small drainage program. Previously completed survey will be utilized for preliminary design.

Site 8: 10349 Beacon Avenue S

Resident has reported roadway runoff entering property and causing damage to septic system. Perform geotechnical study to determine if there is sufficient infiltration capacity and/or limited survey to determine alternate pipe routing and prepare preliminary design and cost estimate for repair in a future small drainage program. Aerial mapping will be used for preliminary design.

SCOPE OF WORK

TASK 1 – 2018 Small Drainage Program Design

1.1 MANAGEMENT/COORDINATION/ADMINISTRATION

- The Consultant shall provide continuous project management and administration for the duration of the Project. (Estimate 3 months).
 - Hold project coordination meetings with the City to update progress and review submittals. Assume (3) meetings.
 - The Consultant shall provide monthly status reports and billings.
 - The Consultant shall provide independent QA/QC reviews by senior in-house staff of all deliverables prior to submittal to the City.
- 1.2 Previously obtained mapping for sites 1 and 2 will be utilized for those sites. Aerial base maps will be utilized for site 3. The Consultant shall prepare a topographic base map for site 4 and 5.
- 1.3 The Consultant has previously prepared designs for site 1; however, the full improvements proposed are cost prohibitive. The Consultant shall work collaboratively with City staff to determine a minimal cost alternative to improve safety and access. This may include fencing, railing, minor grading, and possibly some work to be completed by City maintenance staff outside of the drainage program.
- 1.4 The Consultant has previously prepared designs for site 2. This site shall be field reviewed to confirm no significant changes that would affect project design. Minor updates and revisions are anticipated, and will be included in the 90% Plans and Bid Documents.
- 1.5 The Consultant shall identify catch basin surrounds in need of replacement on aerial base maps and work collaboratively with City staff for a modified catch basin surround detail to minimize risk of future similar issues.
- 1.6 The Consultant shall prepare 90% and final design for sites 4 and 5.
- 1.7 The Consultant shall develop plans to the 90% design level and prepare and submit building permit applications for Sites 1 & 2. Specifications will be shown on the plan sheets and reference WSDOT specifications as applicable. It is anticipated that detailed fabrication shop drawings will be provided by the contractor and may be required for final building permit approval.
- 1.8 The Consultant shall coordinate with Washington Department of Fish and Wildlife to confirm previously obtained HPA for sites 1 & 2 provides sufficient authorization to proceed with the work.
- 1.9 The Consultant shall prepare the Contract Specification per 2018 WSDOT Standard Specifications for the 90% Review Submittal and the Bid Documents
- 1.10 The Consultant shall calculate quantities and prepare Engineers Estimate of Probable Construction Cost for each review submittal and the Bid Documents.
- 1.11 The Consultant shall distribute 90% review submittals to franchise utility owners to identify potential conflicts within the Project limits.

1.12 The Consultant shall prepare final Bid Documents for the proposed improvements including the following:

- Plans shall be prepared with such provisions in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and per industry standards.
- Details will be prepared for items not available as standard details from the City, State, or WSDOT standard drawings.
- The plans shall illustrate complete details of construction of the proposed improvements including limits of construction and removals, proposed invert elevations, rim elevations and required construction materials.
- Drainage designs will be determined through consultation with City staff and from previous experience rather than detailed basin modeling.

1.13 The Consultant shall provide bid period services to include responses to bidder inquiries, preparation of addenda, attendance at bid opening, preparation of bid tabulation, and recommendation to award or reject the apparent low bidder. The budget assumes a straight forward review process with the low bidder receiving the contract award.

- *Assumptions*

- No federal funding is anticipated for the Project engineering or construction.
- No utility upgrades are anticipated in the project design.
- Drainage & Water Quality Reports will not be required.
- Geotechnical Engineering services will not be required.
- Environmental Documentation will not be required.
- Potholing of existing underground utilities will not be required.
- Any fees for City Building Permit will be paid by the City.
- Previously obtained SEPA and Shoreline approvals for sites 1 and 2 will be sufficient for construction.
- Sites 3,4 and 5 will not require SEPA approval or permits. If permits are required, site may be deferred to future Small Drainage Program.

- *Deliverables*

- Building permit applications to City
- 90% review submittal with Plans, Specifications, and Estimate (6 sets).
- Bid Documents and Engineer's Estimate (10 sets ½ size plans, specs, and estimate)
- 6 sets of Plans (11" X 17") and specifications provided for each review submittal.
- 10 sets of Plans (11" X 17") and specifications for the Bid Documents.
- Coordinate upload of Plans and Specifications to Builders Exchange.

TASK 2 – Preliminary Design / Feasibility Analysis

- 2.1 The Consultant shall prepare survey, analysis, and provide recommendation with preliminary horizontal layout and cost estimate for preferred design on Site 6. Survey will extend the length of the wall from the curb flowline to 10' behind wall and include all observed drainage facilities within the limits as well as contributing upstream drainage structures where locations are known. Aerial mapping may be utilized if improvements are recommended outside of detailed survey limits.
- 2.2 The Consultant shall field review previous design and easement documents prepared in 2002 for Site 7 and update to include current layout and cost estimates. The City will work with property owner to obtain easement rights. Existing mapping will be supplemented with aerial mapping if necessary.
- 2.3 The Consultant shall subcontract with a geotechnical consultant to perform one (1) Pilot Infiltration Test at the area of concern. Based on findings of infiltration results, the Consultant shall evaluate feasibility of infiltration systems or piping extension and prepare preliminary layout and cost estimate on aerial mapping.

Additional Services

The City of Tukwila may require other services of the consultant. These services could include additional design, right of way, utility potholing, environmental documentation, construction phase services, or other work tasks not included in the scope of work. At the time these services are required, the Consultant will provide the City with a detailed scope of work and an hour and fee estimate. The Consultant will not proceed with the work until the City has authorized the work and issued a Notice to Proceed.

HOUR AND FEE ESTIMATE

EXHIBIT B



Project: City of Tukwila
2018 Small Drainage Program

Task	Description	Labor Hour Estimate										Total Fee	
		Project Manager \$ 202.00	Senior Engr \$ 184.00	Senior Arch \$ 148.00	Project Engr/Surv \$ 137.00	Design Engineer \$ 128.00	Engr/Surv Technician \$ 112.00	Survey Crew \$ 165.00	Senior Admin \$ 112.00	Office Admin \$ 92.00	Fee		
Task 1 - 2018 Small Drainage Program Design													
1.1	Management/Coordination/Administration	6	0	0	0	0	0	0	0	0	0	6	\$ 2,436.00
1.2	Survey and Base Maps	2	0	0	8	16	32	0	0	0	30	0	\$ 12,082.00
1.3	Coordination and modifications to Site 1	2	2	4	8	8	0	0	0	0	0	0	\$ 3,484.00
1.4	Field check and minor modifications to Site 2	0	0	0	0	8	0	0	0	0	0	0	\$ 1,024.00
1.5	Site 3 design and detailing	2	0	0	0	16	8	0	0	0	0	0	\$ 3,348.00
1.6	90% and final design for sites 4 and 5	2	4	0	8	16	24	0	0	0	0	0	\$ 6,972.00
1.7	Prepare building permit applications for sites 1 and 2	0	0	8	4	0	0	0	4	0	0	0	\$ 2,180.00
1.8	WDFW coordination	2	0	0	0	4	0	0	0	0	0	2	\$ 1,100.00
1.9	Prepare Specifications	2	2	0	8	8	0	0	4	0	0	0	\$ 3,340.00
1.10	Quantity and Cost Estimating	2	2	0	8	8	0	0	0	0	0	0	\$ 2,892.00
1.11	Utility coordination	0	0	0	4	0	0	0	0	0	0	2	\$ 732.00
1.12	Finalize Bid Documents	2	2	0	8	8	16	0	2	0	0	4	\$ 5,276.00
1.13	Bid Period Services	2	0	0	4	8	0	0	0	0	0	2	\$ 2,160.00
	Reimbursable - Mileage												\$ 200.00
	Reimbursable - Reproduction												\$ 1,200.00
	Reimbursable - Structural Allowance												\$ 5,000.00
	Task 1 Total	24	12	12	60	100	80	30	16	16	30	16	\$ 53,426.00
Task 2 - Preliminary Design / Feasibility Analysis													
2.1	Site 5 Preliminary Design and Cost Estimates	4	4	0	8	24	16	24	0	0	0	0	\$ 11,464.00
2.2	Site 6 Preliminary Design and Cost Estimates	2	0	0	4	8	8	0	0	0	0	0	\$ 2,872.00
2.3	Site 7 Preliminary Design and Cost Estimates	2	4	0	4	8	8	0	0	0	0	0	\$ 3,608.00
	Reimbursable - Mileage												\$ 100.00
	Reimbursable - Reproduction												\$ 100.00
	Reimbursable - Geotechnical Allowance												\$ 8,000.00
	Task 2 Total	8	8	0	16	40	32	24	0	0	24	0	\$ 26,144.00

Total Estimated Fee: \$ 79,570.00



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Henry Hash, Public Works Director *H.H.*
BY: Steve Carstens, PE, Senior Program Manager
CC: Mayor Ekberg
DATE: April 6, 2018
SUBJECT: Strander Boulevard Extension Phase 3
Project No. 98610403
BP/Olympic Pipeline Design Reimbursement

ISSUE

Approve the BP/Olympic Pipeline reimbursement agreement for the Strander Boulevard Phase 3 Project.

BACKGROUND

The City of Renton completed Phase 1 of the Strander Boulevard/SW 27th Street (Oakesdale Avenue to Naches Avenue) in 2008 and Phase 2 in 2014 (from Naches Avenue to the new Tukwila Station/Sounder Commuter Rail Station parking lot, between BNSF and UPRR). Phase 3 is being led by the City of Tukwila. Tukwila received Federal grant funding for the preliminary engineering and right-of-way phases and is proceeding with the design process as part of the preliminary engineering phase.

DISCUSSION

In order to proceed with the design and coordinate utility work for the project, BP/Olympic Pipeline has indicated that there will be a \$630,000 fee for their company to design the utility relocation of their pipeline.

FISCAL IMPACT

	<u>Estimate</u>	<u>Budget</u>
Berger ABAM Design Contract	\$4,147,328.00	\$4,998,000.00
BP/Olympic Pipeline	<u>630,000.00</u>	
Total	<u>\$4,777,328.00</u>	<u>\$4,998,000.00</u>

RECOMMENDATION

Council is being asked to approve the agreement with BP/Olympic Pipeline in the amount of \$630,000 for their design of utility relocation associated with the Strander Boulevard Extension Phase 3 project and consider this item on the Consent Agenda at the April 16, 2018 Regular Meeting.

Attachments: 2017 CIP, page 13 and proposed 2019 CIP
BP/Olympic Pipeline Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2017 to 2022

PROJECT: **Strander Blvd Extension Phase 3** Project No. 98610403

DESCRIPTION: Design and construct arterial improvements for a new roadway extending Strander Blvd/SW 27th St from West Valley Highway to Oaksdale Ave in the City of Renton.

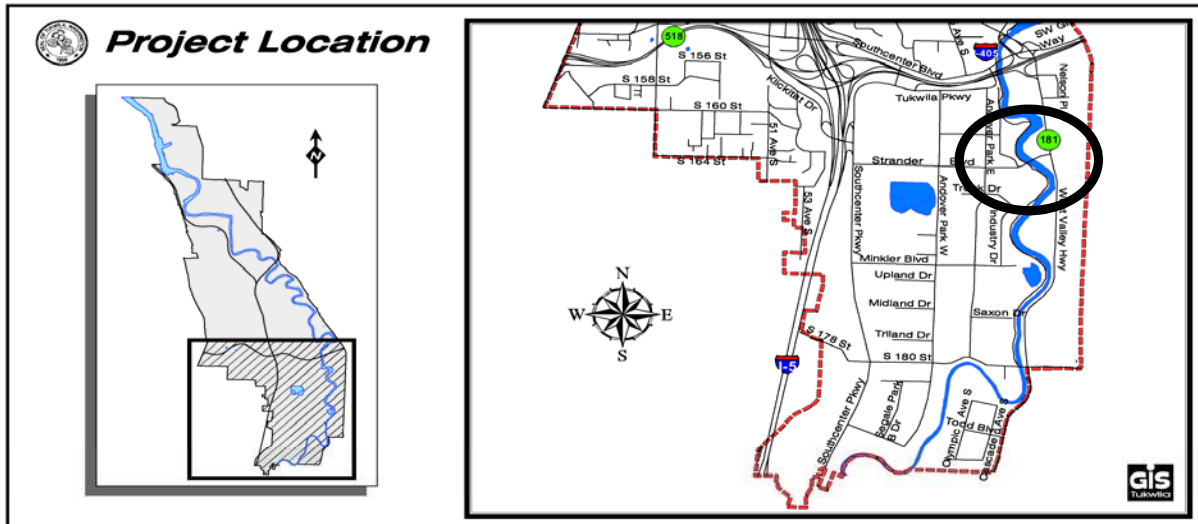
JUSTIFICATION: East/west capacity between I-405 and S 180 St is needed to serve Tukwila and Renton access.

STATUS: Project segregated into three phases. Phase I extended Stander Blvd/SW 27th St from Oaksdale Ave to Naches Ave SW. Phase II constructed a 2 lane road from Naches to the Sounder Train's Tukwila Longacres Station's parking lot. Paid Renton \$1m for Phase I & II. Phase III will construct the undercrossing of the UPRR and complete the 4 lane roadway from West Valley Hwy in Tukwila to Naches Ave SW in Renton.

MAINT. IMPACT: New street.

COMMENT: Project partners include the City of Renton, Boeing, WSDOT, FMSIB, Sound Transit, Metro, Amtrak, and BNSF and UP Railroads. Funds in 2015-16 are for updated cost estimates and grant applications. STP (PSRC), FAST Lane, and TIGER grants were submitted in 2016.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2015	2016	2017	2018	2019	2020	2021	2022	BEYOND		
EXPENSES											
Design	58	440	2,500	2,000							4,998
Land (R/W)	104		450	1,000							1,554
Wetland Mitigation			50		500						550
Const. Mgmt.					2,800	2,000					4,800
Construction					15,000	12,200					27,200
TOTAL EXPENSES	162	440	3,000	3,000	18,300	14,200	0	0	0	0	39,102
FUND SOURCES											
Awarded STP Grant			2,551	2,595							5,146
Proposed TIGER Grant					7,900	5,894					13,794
Proposed State TIB Grant					2,500	2,500					5,000
Proposed FMSIB Grant					2,500	2,500					5,000
Proposed STP Grant					5,000	3,000					8,000
City Oper. Revenue	162	440	449	405	400	306	0	0	0	0	2,162
TOTAL SOURCES	162	440	3,000	3,000	18,300	14,200	0	0	0	0	33,956



PROJECT: Strander Blvd Extension Phase 3

Project No. 98610403

DESCRIPTION:

Design and construct arterial improvements for a new roadway extending Strander Blvd/SW 27th St from West Valley Highway to Oaksdale Ave in the City of Renton.

JUSTIFICATION:

East/west capacity between I-405 and S 180 St is needed to serve Tukwila and Renton access.

STATUS:

Project segregated into three phases. Phase I extended Strander Blvd/SW 27th St from Oaksdale Ave to Naches Ave SW. Phase II constructed a 2 lane road from Naches to the Sounder Train's Tukwila Longacres Station's parking lot. Paid Renton \$1m for Phase I & II. Phase III will construct the undercrossing of the UPRR and complete the 4 lane roadway from West Valley Hwy in Tukwila to Naches Ave SW in Renton.

MAINT. IMPACT:

New street.

COMMENT:

Project partners include the City of Renton, Boeing, WSDOT, FMSIB, Sound Transit, Metro, Amtrak, and BNSF and UP Railroads. Funds in 2015-16 are for updated cost estimates and grant applications. STP (PSRC), FAST Lane, and TIGER grants were submitted in 2016.

FINANCIAL (in \$000's)	Through Estimated		2017	2018	2019	2020	2021	2022	BEYOND	TOTAL
	2015	2016								
EXPENSES										
Design	58	301	341	2,500	1,659					4,859
Land (R/W)	104				1,860					1,964
Wetland Mitigation						500	50			550
Const. Mgmt.						1,015	1,951			2,966
Construction						21,000	23,524			44,524
TOTAL EXPENSES	162	301	341	2,500	3,519	22,515	25,525	0	0	54,863
FUND SOURCES										
Awarded STP Grant			255	1,000	2,637					3,892
Awarded Fastlane Grant						2,500	2,500			5,000
Awarded FMSIB Grant						2,500	2,500			5,000
State/Fed Appropriation						250	250			500
Proposed State TIB Grant						5,000	5,000			10,000
KC Metro						500	500			1,000
Sound Transit						500	500			1,000
PSRC Grant						4,760				4,760
City of Renton Funds						1,000				1,000
UPRR Funds						1,000	1,000			2,000
BNSF Funds						1,000	1,000			2,000
City Mitigation impact Fees						1,000	1,000			2,000
Other State Discretionary Funds						5,000	5,000			10,000
City Oper. Revenue	162	301	86	1,500	882	(2,495)	6,275	0	0	6,711
TOTAL SOURCES	162	301	341	2,500	3,519	22,515	25,525	0	0	54,863

REIMBURSEMENT AGREEMENT

MILEPOST: 114 approximate

PROJECT: Strander Blvd. Extension Project, Relocation of OPL 14-inch R-P pipeline and OPL 12-inch SeaTac lateral pipeline

LOCATION: A portion of NW Quarter of Section 25, Township 23 North, Range 04 East

OPL FILE REFERENCE: 3679-KI-239 and 3678A-L-KI-5

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 ("Effective Date"), by and between OLYMPIC PIPE LINE COMPANY LLC, a Delaware limited liability company, whose address is 600 SW 39th Street, Suite 275, Renton, WA 98057 (hereinafter referred to as "OPL") and the CITY OF TUKWILA, a State of Washington municipal corporation, whose address is 6200 Southcenter Boulevard, Tukwila, WA 98188 (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, CITY desires to proceed with a construction project on property at the location identified above (the "Strander Boulevard Extension Project"), which will require the eventual relocation of a portion of OPL'S fourteen-inch pipeline and twelve-inch pipeline, and

WHEREAS, it is in the mutual interest of OPL and CITY for OPL to perform and provide necessary preliminary pipeline relocation activities and services, as specified herein, with OPL'S regular personnel, or by a contractor or subcontractor paid under a contract let by OPL, and

WHEREAS, OPL requires payment for the estimated expense, loss, or damage either caused or made necessary by the performance of such activities and the provision of such services provided by OPL, as specified herein, whether it is incurred directly by OPL or others on behalf of OPL at the request of OPL prior to beginning any such work, as well as payment for any actual increased or additional costs above the estimated amount, as more fully described in Section II of this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN RECITED, OPL AND CITY DO HEREIN AGREE AS FOLLOWS:

Section I

OPL with its regular personnel at its standard schedule of wages and working hours, or by a contractor or subcontractor, will perform the necessary activities as outlined in the scope of work document being Exhibit "A" (the "Work") attached hereto and made a part hereof. The preliminary estimated cost of the Work is Six Hundred Thirty Thousand Dollars (\$630,000.00) as set forth in attached Exhibit "B" ("Estimated Cost").

Section II

a) CITY shall pay any and all actual costs and expenses incurred by or on behalf of OPL in connection with performance of the Work (the "Actual Cost"). Monthly, OPL will submit a reimbursement request to the City that describes the work performed and the cost. The City will pay OPL within 30 days of receipt of the request.

Section III

OPL shall perform the Work as defined and outlined in Exhibit "A".

Section IV

OPL shall have no obligation to start the Work until written notice has been provided by CITY that the Work has been agreed to, approved by and authorized by CITY, a satisfactory starting date has been mutually agreed upon by both CITY and OPL, and the Estimated Cost has been paid. Prior to starting the Work, CITY shall cooperate with OPL in obtaining or causing to be obtained, in a form acceptable to OPL, any right, permit, permission, easement and access rights, at the sole cost and expense of CITY, required for OPL to perform the WORK and CITY shall, if requested by OPL, survey and stake all easements and access rights that pertain to the Work.

Section V

OPL, its contractor and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry.

Section VI

CITY HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OPL, ITS AFFILIATED COMPANIES (INCLUDING BUT NOT LIMITED TO ITS OPERATOR, BP PIPELINES (NORTH AMERICA), INC.), AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), ARISING OUT OF ANY DUTY, OBLIGATION OR SERVICE OF THE CITY PURSUANT TO THIS AGREEMENT OR ANY ACTION OR CONDUCT PERFORMED BY THE CITY IN CONNECTION WITH THE STRANDER BOULEVARD EXTENSION PROJECT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OPL, ITS EMPLOYEES, AGENTS OR CONTRACTORS. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT.

Section VII

The term of this Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months. The term of this Agreement shall not be extended unless an authorized representative of OPL and CITY agree in writing to extend the term. If the Work is not completed within the twenty-four (24) month term, or any agreed upon extension of the term, OPL shall have the option to not perform or complete the Work and shall reimburse CITY the amount that CITY has paid OPL less all actual costs incurred by OPL through the date of termination of this Agreement. The provisions of Section VI of this Agreement shall survive any termination and shall continue to remain in full force and effect upon termination of this Agreement.

Section VIII

Without limitation or waiver of any of OPL'S rights elsewhere set forth in this Agreement, OPL reserves the right, with or without cause, to stop the Work at any time and in addition thereto to immediately terminate this Agreement without liability, and in such event OPL shall reimburse CITY the amount that CITY has paid OPL less all actual costs incurred by OPL through the date of termination of this Agreement.

Section IX

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented but only in writing signed by an authorized representative of both OPL and CITY.

Section X

The provisions of this Agreement are solely for the benefit of the parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim or right.

Section XI

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

Section XII

This Agreement shall be construed in accordance with the laws of the United States and the state where the Work is to be performed, without regard to such state's conflicts of law rules.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

**OLYMPIC PIPE LINE COMPANY LLC,
a Delaware limited liability company**

By: Marc Horn
Typed: Marc Horn
Title: President
FEIN: 24-6048227

**CITY OF TUKWILA, a State of Washington
municipal corporation**

By: _____
Typed: _____
Title: _____
FEIN: _____

Exhibit A

SCOPE OF WORK

Description of Work

OPL will develop a design and plan to relocate its 14-inch and 12-inch petroleum pipelines in interference with the Strander Boulevard Expansion Project in Tukwila, WA. This relocation will accommodate the CITY's expansion of Strander Boulevard. As a result OPL's 12-inch and 14-inch pipelines are impacted and will need to be relocated.

Under this Agreement, OPL will perform the following preliminary engineering design work associated with the modification or relocation of its facilities.

Project Management

- Organize and develop work plan and advance design development.
- Provide guidance on private property coordination and legal review of any easement, and coordinate with CITY on replacement easements and/or reciprocal conveyances.
- Procurement of engineering, surveying, and construction contractors.
- Track right of way document development.
- Coordinate with the CITY on the design and construction methods of the proposed relocation so the CITY can proceed with the permitting.

Potholing/Soil Borings

- Pothole elevation of 12" and 14" pipelines upstream/upland tie-in location.
- Probe/confirm elevation of 20" pipeline downstream tie-in location.
- If sufficient subsurface soil and groundwater information is not available, complete soil borings as necessary.

Survey Contractor

- Update topographic gaps from CITY-provided CADD and mapping information.
- Modify data for design development.
- Survey location of items during design phase engineering.

Modeling

- From updated field investigation, model proposed alignment for design development.

Design

- Design pipe relocation, bends, and length of pipe.
- Prepare right of way plan sheets.
- Identify laydown area and ingress and egress areas.
- Coordinate with mechanical contractor on constructability issues.
- Prepare plan view and profile of pipe relocation.
- Prepare contract specifications.

Geotechnical

- Review, evaluate, analyze, and plan for site geotechnical conditions that may impact construction of the petroleum pipeline relocations.

Permitting

- Washington State Department of Ecology (WSDOE) – NPDES Construction Stormwater General Permit and approval of possible SEPA amendment determination by City of Tukwila.
- City of Tukwila - permits required by City code and after consultation with City staff, which may include permits for right-of-way use and grading. Additionally, depending on the scope of work, determine with City staff whether a SEPA amendment and/or additional Critical Areas Review is required to complete Olympic's work.

Deliverable

- Plans, Specifications & Estimates (PS&E) for the petroleum pipeline relocation, which will be utilized by OPL to procure the relocation's construction.

Schedule (Tentative)

- Survey, site reconnaissance, and potholing (if necessary) - 2nd & 3rd Quarters 2018.
- Engineering design - 6 to 8 months; 2nd, 3rd & 4th Quarters 2018.
- Permit package development & submittal – submittal date TBD.

Strander Boulevard Expansion Project
Preliminary Engineering Agreement

Exhibit B Engineering Cost Estimate
Phase 3: Strander Boulevard Expansion

Labor		\$189,400
Travel & Expense		\$5,000
Engineering & Survey		\$278,600
Permitting		\$25,000
15% UAP		\$74,700
	sub total	\$572,700
Overhead	10.00%	\$57,270
	TOTAL*	\$630,000

NOTE:

UAP based on actual expense and not generated
from imbedded worksheet calculations

* Rounded to nearest \$100



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Committee
FROM: Brandon Miles, Mayor's Office
CC: Mayor Ekberg
DATE: April 6, 2018
SUBJECT: 2019 Budget Proviso for SeaTac International Airport Impact Study

ISSUE

Update on 2019 Budget Proviso for SeaTac International Airport Impact Study.

BACKGROUND

On February 26, 2018 Committee of the Whole was briefed on a proposed budget proviso pending with the Washington State Legislature. The proviso would provide funding for the Washington State Department of Commerce to study the impacts of SeaTac International Airport on adjacent communities. The final adopted budget proviso language as amended is as follows:

(63)(a) \$300,000 of the general fund—state appropriation for fiscal year 2019 and \$300,000 of the general fund—local appropriation are provided solely for the department to contract with a consultant to study the current and ongoing impacts of the SeaTac International airport. The general fund—state funding provided in this subsection serves as a state match and may not be spent unless \$300,000 of local matching funds is transferred to the department. The department must seek feedback on project scoping and consultant selection from the cities listed in (b) of this subsection.

(b) The study must include, but not be limited to:

- (i) The impacts that the current and ongoing airport operations have on quality of life associated with air traffic noise, public health, traffic, congestion, and parking in residential areas, pedestrian access to and around the airport, public safety and crime within the cities, effects on residential and nonresidential property values, and economic development opportunities, in the cities of SeaTac, Burien, Des Moines, Tukwila, Federal Way, Normandy Park, and other impacted neighborhoods; and*
- (ii) Options and recommendations for mitigating any negative impacts identified through the analysis.*

(c) The department must collect data and relevant information from various sources including the port of Seattle, listed cities and communities, and other studies.

(d) The study must be delivered to the legislature by December 1, 2019.

Following the adoption of the budget, the Chairs of the State House Appropriations Committee and the State Senate Ways and Means Committee sent a letter to the Department of Commerce with refined language (see attached). It was noted that the language came too late to be included in the final draft of the State budget. The main modification was that Commerce was also directed to look at the benefits of SeaTac International Airport on surrounding cities as a result of proximity to the airport. The options section was also expanded to include a discussion regarding “bolstering potential benefits.” Per the Department of Commerce, the adopted budget language governs, but the letter provides good guidance on the legislative intent of the proviso. The City of SeaTac’s budget includes \$250,000 for an “Airport Impact Analysis Project.” No other city listed in the proviso has formally committed funds for the local match of the study.

Since final adoption provision, the City of Tukwila has not yet received a formal request to provide a portion of the local match for the study. It’s also unclear if this request would come from the Department of Commerce, the City of SeaTac, or some other entity.

DISCUSSION

Staff recommends this item remain in committee until additional information is obtained, specifically a formal request to provide matching funds. It is still unclear how this match will be allocated, based on proximity to the Airport, population, etc. As part of any request for a match, staff would like to also understand the scope of the project, both issues being examined, as well as the geographical scope. The impacts of SeaTac Airport, both positive and negative, to the City of Tukwila differ than those cities immediately adjacent to the Airport or those cities under the approach paths of the Airport.

There has also been some discussion if the total amount of the study, \$600,000 (\$300,000 State and \$300,000 local match) is sufficient to adequately examine the various impacts associated with the Airport.

RECOMMENDATION

Information Only. Staff suggests the item remain in committee until additional information is obtained.

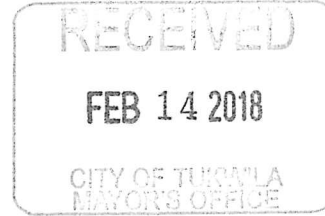
Attachments:

- City of SeaTac Letter to the City, dated February 12, 2018.
- City of Des Moines Letter of Support, dated February 14, 2018
- City of Federal Way adopted Resolution.
- Pages of State adopted budget with proviso language.
- Letter from Washington State Legislature to Department of Commerce, dated March 21, 2018.
- 2017/2018 City of SeaTac budget page.



February 12, 2018

The Honorable Allan Ekberg
Mayor, City of Tukwila
6200 Southcenter Blvd
Tukwila, WA 98188



4800 South 188th Street
SeaTac, WA 98188-8605

City Hall: 206.973.4800
Fax: 206.973.4809
TDD: 206.973.4808

Dear Mayor:

As we discussed, we are asking the City of Tukwila's active support of the 2018 Supplemental Budget proviso request to the State legislature to help fund a comprehensive study of the current and ongoing impacts of the airport. The goal of this effort is to establish a point-in-time baseline of the airport's positive and negative impacts to our communities and help communicate those impacts to our residents and other interested parties. It will also help provide objective measurements for all of our communities with the anticipated growth at Sea-Tac Airport.

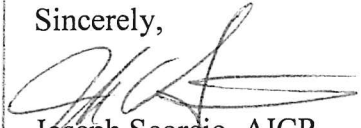
The proviso request is for \$500,000 which must be matched by an equal amount split between the cities of Burien, Des Moines, Federal Way, Normandy Park, SeaTac and Tukwila. We have budgeted \$250,000 toward this effort and are hoping that our partner cities will jointly fund the balance of \$250,000. These funds do not need to be formally committed and budgeted at this time but would be a requirement of the proviso prior to work being done on the study. The State's Department of Commerce would select the consultant and manage the study.

I have attached the one-page overview of the proviso and the suggested proviso language. The study has been well-received thus far by the legislature and based on discussions with our neighbors, indications are that Burien, Federal Way, Des Moines and Normandy Park are generally supportive of the proviso and are also considering active support.

If you have any questions or wish to discuss this further, please do not hesitate to contact me.

Thank you for your consideration of this important request.

Sincerely,


Joseph Scorcio, AICP
City Manager

Cc: City Council
Enclosure

Mayor
Michael J. Siefkes

Deputy Mayor
Erin Sitterley

Councilmembers
Rick Forschler
Joel Wachtel
Peter Kwon
Pam Fernald
Clyde Hill

City Manager
Joseph Scorcio

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

The Honorable City



The City of SeaTac

2018 Supplemental Operating Budget Proviso

Request:

Airport Impact Study

More than 20 years have passed since the last airport study was completed

- As the host to Washington State's largest international airport, the City of SeaTac is proud to welcome the many travelers entering and leaving our state. As the SeaTac International Airport expands, SeaTac International Airport surrounding communities request funding to continue to be a strong, welcoming community.
- Twenty years ago, when the third runway was in its planning stages, the State conducted the Sea-Tac International Airport Impact Mitigation Study, which found that "costs associated with these [airport] improvements are disproportionately borne by those communities immediately surrounding the airport."
- The purpose of the study is to establish a point-in-time baseline of both positive and negative community and economic impacts and provide objective data to communicate this information to the residents of the cities and other interested parties.

Now is the time for an update to the study

- The Sea-Tac International Airport is the 6th fastest growing airport in the world.
- It's the 9th busiest airport in the United States (2014).
- Passenger levels increased approximately 13% from 2014.
- On-site activity of the airport supports 32,000 jobs.
- In 2013, \$565 million in state and local tax revenue was generated.
- The Port of Seattle's Sustainable Airport Master Plan envisions *further expansion* of the airport in the coming years.

City Investment

- The City of SeaTac has allocated \$250,000 in local funds to updating the study and is working with neighboring cities to gather additional community support.

Budget Proviso Language

\$500,000 of the general fund – state appropriation for fiscal year 2019 - is provided solely as a state match for distribution to the Department of Commerce to select a consultant to conduct an analysis of current and ongoing community and economic impacts of the Sea-Tac International Airport not otherwise covered by current airport related studies. The study shall be delivered to the legislature by December 1, 2019. The Department shall seek feedback on project scoping and consultant selection from the cities listed below.

The analysis will include, but not be limited to the impacts that current and ongoing airport operations have on quality of life associated with air-traffic noise, public health, traffic, congestion, and parking in residential areas, pedestrian access to and around the airport, public safety and crime within the cities, effects on residential and non-residential property values, and economic development opportunities in the cities of SeaTac, Burien, Des Moines, Tukwila, Federal Way and Normandy Park.

The Department will coordinate with the Port of Seattle and other entities to collect data on topics identified by the study, utilizing existing data where available. The study will include recommendation and options for mitigating any negative impacts identified through the analysis. The Department shall not spend the appropriation unless \$500,000 in local matching funds is transferred to the Department. The City of SeaTac will serve as the fiscal agent for any local matching funds and remit to the Department upon receipt of invoices for work completed.



February 14, 2018

Representative Timm Ormsby
Chair, House Appropriations Committee
315 John L. O'Brien Building
Olympia, Washington 98504

Dear Chair Ormsby,

The City of Des Moines wishes to express our support for a budget proviso appropriation of \$500,000 for fiscal year 2019 as a state match for the Department of Commerce to select a consultant to conduct an analysis of current and ongoing community and economic impacts of Sea-Tac International Airport aircraft operations.

The City of Des Moines is one of several cities adjacent to the airport that received disproportionate negative impacts from airport operations. This proviso is a high priority for our cities. As Sea-Tac moves forward with significant planned expansion, it is critical to assess impacts on our cities resulting from that growth. This State effort will help document the issues of noise and volume of air traffic, as well as other community health impacts.

Sea-Tac is the 9th busiest airport in the United States and is the 6th fastest growing airport in the world. Yet Sea-Tac faces spatial constraints to growth resulting in more intense direct impacts to those cities in proximity to the airport. We recognize the economic value to our region of airport operations, at the same time we face disproportionate negative impacts – of noise and air quality.

- The goal of this study is to establish a point-in-time baseline of the Airport's positive and negative impacts to our communities and to help communicate those impacts to our residents and other interested parties.
- It will also help provide objective measurements for all of our communities as we address continued growth at Sea-Tac Airport. Having a valid baseline will allow all parties a greater degree of accountability in future discussions.

The Waterland City

Representative Timm Ormsby
February 14, 2018
Page Two

- The study is not tied to the Sustainable Airport Master Plan (SAMP) or its immediate environmental documents, but will be very important when the project specific analyses are undertaken with future Airport projects (always need a baseline to measure change).
- Having the State conduct this study (as they did in 1997) will provide a neutral and balanced approach and assure greater confidence in the final product and its future use by all parties.

Sincerely,



Matt Pina
Mayor, City of Des Moines

cc: Des Moines City Council
Representative Mike Pellicciotti, 30th Legislative District
Representative Tina L. Orwall, M.S.W. 33rd Legislative District
Representative Mia Gregerson, 33rd Legislative District
Senator Karen Keiser, 33rd Legislative District
Conner Edwards, City of Des Moines Legislative Advocate
City of Des Moines Aviation Advisory Committee
Michael Matthias, City Manager, City of Des Moines
Susan Cezar, Community Development Director and SEPA Official
Mr. Ken Rogers
Joseph Scorcio, City Manager, City of SeaTac

The Waterland City

RESOLUTION NO. 18-735

A RESOLUTION of the City of Federal Way, Washington, expressing support for a state budget proviso appropriation for fiscal year 2019 to fund an analysis of current and ongoing impacts associated with Sea-Tac International Airport aircraft operations on surrounding airport communities and their residents

WHEREAS, Sea-Tac International Airport is the 9th busiest airport in the United States and the 6th fastest growing airport in the world; and

WHEREAS, Sea-Tac is currently planning significant expansion to meet demand, but faces spatial constraints to growth that result in more intense direct impacts to those cities in proximity to the airport; and

WHEREAS, the City of Federal Way is one of several cities located near Sea-Tac International Airport that are disproportionately impacted by airport operations through increased noise and air quality impacts; and

WHEREAS, it is critical to assess these impacts to the cities negatively affected by increased airport operations, and having objective measurements for all communities impacted by airport operations will allow all parties a greater degree of accountability in future discussions; and

WHEREAS, the fiscal year 2019 operating budgets passed by both the State Senate and the State House currently contain a proviso that would provide a state match from the general fund for the Department of Commerce to select a consultant to conduct an analysis of current and ongoing impacts associated with Sea-Tac International Airport aircraft operations on surrounding airport communities and their residents.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF FEDERAL WAY,
RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Federal Way supports state efforts to fund a Department of Commerce study to analyze the current and ongoing community impacts of the Sea-Tac International Airport aircraft operations.

Section 2. Severability. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this resolution.

Section 3. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this resolution is hereby ratified and affirmed.

Section 5. Effective Date. This resolution shall be effective immediately upon passage by the Federal Way City Council.

RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL WAY,
WASHINGTON this 6th day of March, 2018.

CITY OF FEDERAL WAY:



JIM FERRELL, MAYOR

ATTEST:



STEPHANIE COURTNEY, CMC, CITY CLERK

APPROVED AS TO FORM:



J. RYAN CALL, CITY ATTORNEY

FILED WITH THE CITY CLERK: 03/01/2018
PASSED BY THE CITY COUNCIL: 03/06/2018
RESOLUTION NO.: 18-735

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE SENATE BILL 6032

65th Legislature
2018 Regular Session

Passed by the Senate March 8, 2018
Yeas 25 Nays 24

President of the Senate

Passed by the House March 8, 2018
Yeas 54 Nays 44

Speaker of the House of Representatives
Approved

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 6032** as passed by Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

Secretary of State
State of Washington

1 foundation to develop a comprehensive 3D spinal cord atlas with the
2 goal of providing clinicians and researchers with a digital map of
3 the spinal cord.

4 (59) \$250,000 of the general fund—state appropriation for fiscal
5 year 2019 is provided solely for the department to contract with the
6 Washington state microenterprise association to assist people with
7 limited incomes in nonmetro areas of the state to start and sustain
8 small businesses and embrace the effects of globalization.

9 (60) \$240,000 of the general fund—state appropriation for fiscal
10 year 2019 is provided solely for the implementation of Substitute
11 House Bill No. 2367 (child care collaboration task force). If the
12 bill is not enacted by June 30, 2018, the amount provided in this
13 subsection shall lapse.

14 (61) \$174,000 of the general fund—state appropriation for fiscal
15 year 2019 is provided solely for the implementation of Third
16 Substitute House Bill No. 2382 (surplus public property). If the bill
17 is not enacted by June 30, 2018, the amount provided in this
18 subsection shall lapse.

19 (62) \$31,000 of the general fund—state appropriation for fiscal
20 year 2019 is provided solely for the implementation of Substitute
21 House Bill No. 2667 (essential needs/ABD programs). If the bill is
22 not enacted by June 30, 2018, the amount provided in this subsection
23 shall lapse.

24 (63)(a) \$300,000 of the general fund—state appropriation for
25 fiscal year 2019 and \$300,000 of the general fund—local appropriation
26 are provided solely for the department to contract with a consultant
27 to study the current and ongoing impacts of the SeaTac international
28 airport. The general fund—state funding provided in this subsection
29 serves as a state match and may not be spent unless \$300,000 of local
30 matching funds is transferred to the department. The department must
31 seek feedback on project scoping and consultant selection from the
32 cities listed in (b) of this subsection.

33 (b) The study must include, but not be limited to:

34 (i) The impacts that the current and ongoing airport operations
35 have on quality of life associated with air traffic noise, public
36 health, traffic, congestion, and parking in residential areas,
37 pedestrian access to and around the airport, public safety and crime
38 within the cities, effects on residential and nonresidential property
39 values, and economic development opportunities, in the cities of

1 SeaTac, Burien, Des Moines, Tukwila, Federal Way, Normandy Park, and
2 other impacted neighborhoods; and

3 (ii) Options and recommendations for mitigating any negative
4 impacts identified through the analysis.

5 (c) The department must collect data and relevant information
6 from various sources including the port of Seattle, listed cities and
7 communities, and other studies.

8 (d) The study must be delivered to the legislature by December 1,
9 2019.

10 (64) (a) \$125,000 of the general fund—state appropriation for
11 fiscal year 2019 is provided solely for the department of commerce to
12 provide a grant to a nonprofit organization to assist fathers
13 transitioning from incarceration to family reunification. The grant
14 recipient must have experience contracting with:

15 (i) The department of corrections to support offender betterment
16 projects; and

17 (ii) The department of social and health services to provide
18 access and visitation services.

19 (b) The grant recipient must provide data on program outcomes to
20 the Washington statewide reentry council. This data must be included
21 in the Washington statewide reentry council's report of activities
22 and recommendations to the governor and appropriate committees of the
23 legislature as required by RCW 43.380.050.

24 (65) \$1,000,000 of the general fund—state appropriation for
25 fiscal year 2019 is provided solely for the department of contract
26 with organizations and attorneys to provide legal representation
27 and/or referral services for legal representation to indigent persons
28 who are in need of legal services for matters related to their
29 immigration status. Persons eligible for assistance under this
30 contract must be determined to be indigent under standards developed
31 under chapter 10.101 RCW.

32 (66) \$150,000 of the general fund—state appropriation for fiscal
33 year 2019 is provided solely for a small business innovation exchange
34 project to increase economic development opportunities for women,
35 minority, and veteran owned small businesses in the south King county
36 region.

37 (67) \$100,000 of the general fund—state appropriation for fiscal
38 year 2019 is provided solely for a grant to the city of Federal Way
39 for an emergency shelter to serve homeless families with children.



Washington State Legislature

March 21, 2018

Brian Bonlender, Director
Department of Commerce
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525

RE: Study on the current and ongoing impacts of the Seattle-Tacoma International Airport in *ESSB 6032 - Section 127 (63)*

Dear Director Bonlender:

Late in the legislative session, we received refined language related to the airport impact study referenced in Section 127(63) of Engrossed Substitute Senate Bill (ESSB) 6032. Unfortunately, there was not time to include the updated language. We respectfully ask the Department of Commerce to implement the provisions of Section 127(63) of ESSB 6032 using the following language:

(63) (a) \$300,000 of the general fund—state appropriation for fiscal year 2019 and \$300,000 of the general fund—local appropriation are provided solely for the department to contract with a consultant to study the current and ongoing impacts of the Seattle-Tacoma international airport. The general fund—state funding provided in this subsection serves as a state match and may not be spent unless \$300,000 of local matching funds is transferred to the department.

(b) The final study scope shall be developed by the department, in consultation with organizations or entities including members of the legislature, the port of Seattle, and the cities listed in subsection (c)(i).

(c) The study scope must include, but not be limited to:

- (i) The impacts that the current and ongoing airport operations have air traffic noise, public health, traffic, congestion, and parking in residential areas, effects on residential and nonresidential property values, and economic development opportunities, in the cities of SeaTac, Burien, Des Moines, Tukwila, Federal Way, Normandy Park;*
- (ii) The benefits to the same cities referenced in (c)(i) derived due to proximity to the airport, including wages and taxes from airport-related operations, property tax derived from commercial development directly tied to airport-related operations, and improved access to transit resulting from proximity to the airport; and*

- (iii) *Options and recommendations for mitigating any negative impacts, or bolstering potential benefits identified through the analysis, including what role the state plays in addressing impacts and benefits.*
- (d) *The department must collect data and relevant information from various sources including the port of Seattle, listed cities and communities, regional planning agencies, and other studies.*
- (e) *The study must be delivered to the legislature by December 1, 2019.*

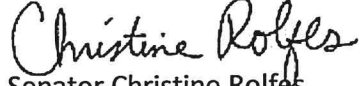
Additionally, it is our intent that the \$300,000 of local matching funds need not be received prior to beginning the contracting process for the study and instead may be received, and deposited as local revenue, as costs to the Department are incurred.

We intend to amend the 2017-19 Operating Budget next session to incorporate the updated language, but do not wish to delay the study and we encourage the Department to implement the study with the adjustments noted in this letter.

If you have further questions, please let us know, or contact our operating budget staff.

Sincerely,


Representative Timm Ormsby
House Appropriations Committee


Senator Christine Rolfes
Senate Ways and Means Committee

cc: David Schumacher, Office of Financial Management Director
Jim Crawford, Office of Financial Management Assistant Director
Matt Bridges, Senate Democratic Caucus Senior Fiscal Analyst
K.D. Chapman, House Democratic Caucus Deputy Policy Director
Gwen Stamey, Office of Financial Management Budget Assistant
Claire Goodwin, Senate Ways and Means Fiscal Analyst
Meghan Morris, House Appropriations Committee

CITY OF SEATAC 2017-2018 BIENNIAL BUDGET

Council Approved Decision Cards

Dept/Fund	Description	2017-2018 Expenses		
		Total	One-Time	Ongoing
GENERAL FUND (001)				
City Council	Additional Police Officer	\$ 382,759	-	382,759
	City Services Cost Recovery Study	75,000	75,000	-
	Fiber Optics System & Capacity Analysis	50,000	50,000	-
	Human Services Donation Fund	-	-	-
Court	Enhancements/Upgrades to Ocourt	50,000	50,000	-
	Probation Counselor FTE	26,900	1,300	25,600
CMO	Resident Satisfaction Survey	15,000	15,000	-
Finance/IS/GIS	Professional Services-GIS	20,000	-	20,000
	Professional Services-Information Systems	20,000	-	20,000
City Clerk	Electronic Records Management System Expansion-Phase II	31,760	23,800	7,960
Fire	Corrections to Local Addressing Issues	64,097	64,097	-
	Emergency Preparedness Mapping LTE	224,442	224,442	-
Parks	Old Fire Station #45 Cleanout	50,000	50,000	-
	Restore Funding for Contracted Janitorial Services	100,000	-	100,000
	Seasonal Park Maintenance Workers	215,672	63,908	151,764
	Special Events on Sound Transit Plaza	30,000	-	30,000
CED	Professional Services - Structural Plan Reviewer	170,000	-	170,000
	Increase 0.75 FTE Senior Planner to 1.0 FTE Senior Planner	86,422	-	86,422
General Fund Decision Cards		\$ 1,612,052	\$ 617,547	\$ 994,505
2017-2018 Expenses				
Dept/Fund	Description	Total	One-Time	Ongoing
Street (102)	ADA Transition Plan Survey/Study	100,000	100,000	-
	City-Wide Parking Program	575,000	575,000	-
	On-Call Surveying Services	60,000	-	60,000
	On-Call Traffic Engineering/Modeling Support	100,000	-	100,000
	Street Decision Cards		\$ 835,000	\$ 675,000
POS ILA (105)	Airport Impact Analysis Project	250,000	250,000	\$ -
	Master Plan for Tub Lake	25,000	25,000	-
	Highline Botanical Garden Master Plan	25,000	25,000	-
	Outside Legal - Airport Related	100,000	-	100,000
POS ILA Decision Cards		\$ 400,000	\$ 300,000	\$ 100,000
Municipal CIP (301)	Military Veterans' Memorial Structure	75,000	75,000	-
	SeaTV Equipment	12,000	12,000	\$ -
	eTRAKiT Citizen Portal	55,000	50,000	5,000
	iTRAKiT Inspection Module	35,000	30,000	5,000
	Microsoft Office Upgrade	41,400	41,400	-
	HVAC Controls	45,000	45,000	-
	Municipal Capital Improvements Decision Cards		\$ 263,400	\$ 253,400
SWM (403)	Legal Costs Associated with ILA	50,000	50,000	-
	LID Code Integration Review	35,000	35,000	-
	Spot Drainage Repairs	400,000	-	400,000
	SWM Personnel	280,094	-	280,094
	SWM Decision Cards		\$ 765,094	\$ 85,000