



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Kate Kruller, Chair
- ❖ Mohamed Abdi
- ❖ Tosh Sharp

Distribution: K. Kruller M. Abdi C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)	City Attorney (email) Clerk File Copy Place pkt pdf on SharePoint Z Trans & Infra Agendas email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
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AGENDA

TUESDAY, JANUARY 18, 2022 – 5:30 PM

[Click here to join the meeting](#)

Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 554863032# 6300 BUILDING, SUITE 100)

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) 2022 Small Drainage Program Design Contract Award (Sherry Edquid)	a) Forward to the 1/24/22 Special Meeting Consent Agenda	Pg. 1
b) Macadam Rd S Water Upgrade & Sidewalk Improv. Construction Bid Award (Adib Altallal)	b) Forward to the 1/24/22 Special Meeting Consent Agenda	Pg. 13
c) 152 nd Street Waterline Extension & Replacement Design and Const Mgmt. Contract Award (Adib Altallal)	c) Forward to the 1/24/22 Special Meeting Consent Agenda	Pg. 47
d) Interlocal Agreement with Omnia Partners Purchasing Consortium (Cody Lee Gray)	d) Forward to the 1/24/22 Special Meeting Consent Agenda	Pg. 91
e) Solid Waste Contract Update (Griffin Lerner)	e) Information Only	Pg. 95
f) Allentown Neighborhood Proj. Update (Hari Ponnekanti)	f) Discussion Only	Pg. 105
3. MISCELLANEOUS		
	Future Agenda:	

Next Scheduled Meeting: February 7, 2022



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Sherry Edquid, Project Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **January 14, 2022**
 SUBJECT: **Surface Water Fund - 2022 Annual Small Drainage Program Design Consultant Selection and Agreement**

ISSUE

Approve a contract with KPG, Inc. (KPG) to design the 2022 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 2022 Annual Small Drainage Program, staff is proposing the design of five projects for possible construction in 2022.

DISCUSSION

The current MRSC Consultant Roster was reviewed and three firms were short-listed to provide design services. The firms were KPG, Blue Trident, and RH2 Engineering. The Summary of Qualifications for project design and construction management 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 continues to be very satisfied with their work. KPG also worked on the 2021 Annual Small Drainage Program and is knowledgeable of the sites. At the City’s discretion, KPG may be contracted to provide Construction Management (CM) services during construction.

Public Works staff reviewed the list of known system deficiencies and compiled a list of five projects for design in 2022. The design projects are:

- | | |
|---|--|
| 1. 40 th Ave S Drainage System | 4. 49 th Ave S. from S 124 th to S 122 nd Streets |
| 2. 37 th Ave S at S 142 nd Street | 5. 48 th Ave S. from S 124 th to S 122 nd Streets |
| 3. 37 th Ave S from S 126 th to S 128 th | |

FINANCIAL IMPACT

KPG’s contract estimate for the 2022 Small Drainage Program’s design services is \$99,512.00.

	<u>Cost Estimate</u>	<u>2022 Budget</u>
KPG Design Contract	\$99,512.00	\$100,000.00

RECOMMENDATION

Council is being asked to approve the design consultant agreement with KPG, Inc. in the amount of \$99,512.00 for the 2022 Small Drainage Program and consider this item on the Consent Agenda at the January 24, 2022 Special Meeting.

Attachments: 2021 CIP, page 78
KPG Consultant Agreement

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Annual Small Drainage Program

Project No. 9xx41201
81241207

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

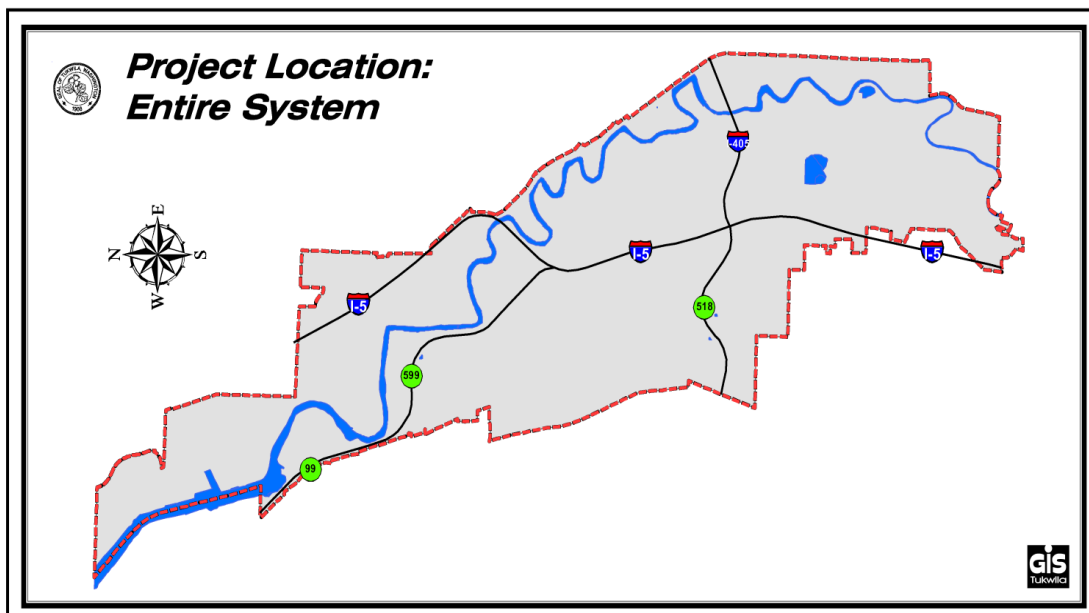
JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

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
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	74	92	100	100	100	100	110	110	80	866
Const. Mgmt.	40	68	100	100	100	100	110	110	80	808
Construction	108	515	700	700	700	700	750	750	513	5,436
TOTAL EXPENSES	222	675	900	900	900	900	970	970	673	7,110
FUND SOURCES										
Awarded Grant										0
Proposed Grant	65									65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	157	675	900	900	900	900	970	970	673	7,045
TOTAL SOURCES	222	675	900	900	900	900	970	970	673	7,110





PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and KPG, P.S., 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 2022 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, 2022, 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, 2022 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 \$99,512.00 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. 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.
- D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. 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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. 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.
- G. 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.** Contractor, 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, the presence of any disability, or any other protected class status under state or federal law, 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:

3131 Elliot Avenue Suite 400
Seattle, WA 98121

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 _____, 2022.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: Kelsey Anderson

Printed Name: Kelsey Anderson

Title: Project Manager

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O’Flaherty

Office of the City Attorney

EXHIBIT A

City of Tukwila

2022 Small Drainage Program

City Project Number: 9204XXXX

KPG Project Number: XXXXX

Scope of Work

January 5, 2022

PROJECT DESCRIPTION

The Consultant shall prepare final Plans, Specifications and Estimates for the 2022 Small Drainage Program. The project will include the following sites:

Sites 1: 48th Ave S from S 124th St to S 122nd St Drainage System
Install storm drain system approximately 820 LF starting the northside of S 124th St and down 48th Ave S. Tie into the existing system along S 122nd St. This site location was partially designed as part of the 2020 Small Drainage Program.

Sites 2: 49th Ave S from S 124th St to S 122nd St Drainage System
Install storm drain system approximately 760 LF starting from the northside of S 124th St and traveling down 49th Ave S to tie-into the existing system along S 122nd St. This site location was partially designed as part of the 2021 Small Drainage Program.

Site 3: 13601 40th Ave S Drainage System
Replace and install new storm drain system approximately 90 LF of 18" CMP and 80 LF of 12" concrete pipe along with three drainage structures. Tie into the existing system at 40th Ave S. This site may require a SEPA and City of Tukwila Special Permissions Permit with project limits within Type 3 Watercourse Buffer. This site location was partially designed as part of the 2021 Small Drainage Program.

Site 4: 37th Ave S from S 126th St to S 128th St Drainage System
Remove existing 12" concrete pipe and structures and install new storm drain system approximately 285 LF of 12" pipe along with four drainage structures. Tie into the existing system at 37th Ave S and S 126th St.

Site 5: 37th Ave S (2) from S 142nd St to S 144th St Drainage System
Install storm drain system approximately 385 LF of 12" pipe and six structures on the eastside of 37th Ave S. Tie into the existing system along the westside of 37th Ave S at the low point of the roadway crossing.

EXHIBIT A

The Consultant shall provide necessary surveying, project design, quantity and cost estimates, and utility notification and design coordination required to complete final bid documents. It is anticipated that sites will be bid as a single bid package for the 2022 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 NAD83/2011 and NAVD88 respectively on all sites.

The Consultant shall prepare a SEPA checklist and Special Permissions Permit when required at Site 3. No additional permits are anticipated. The budget assumes a straightforward approval process with no special studies or extensive coordination.

It is the Consultants understanding that none of the 2022 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.

It is the Consultants understanding that aside from the proposed Site 3, all work will be completed within City right of way, existing easements, and/or approved right of entry, and no further easement acquisition is anticipated.

It is the Consultants understanding that the City will coordinate and secure right of entry and temporary access for any work for property restoration with the property owners. It is assumed this work will be completed during daytime working hours and a noise variance permit will not be required.

It is the Consultants understanding that the City will coordinate and review any franchise utility submitted right of way use permits, construction permits, and temporary access for any work for utility location and relocation required to install the drainage improvements.

SCOPE OF WORK

TASK 1 – 2022 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 12 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.

EXHIBIT A

- 1.2 Previously obtained mapping for Sites 1, 2, & 3 will be utilized. The Consultant shall prepare supplemental survey to Site 3 where design storm alignment is altered, and limits are extended. The Consultant shall prepare a topographic base map for Sites 4 and 5.
- 1.3 For Site 3, based on approved 50% preliminary design layout, the Consultant shall prepare necessary easement and legal descriptions to acquire utility easement to existing City storm facilities. The City will review the project and easement needs to obtain approval from the property owner. The Consultant shall make necessary revisions to design based on easement conditions negotiated between the City and property owner and include the final design into the Bid Documents.
 - *Deliverables*
 - Legal Description and figure(s) for City Utility Easement (assume one (1) private parcel.) (pdf).
- 1.4 The Consultant has previously prepared preliminary designs for Sites 1 & 2. Minor updates and revisions are anticipated after Franchise Utility coordination review and will be included in the 50%, 90% and final design.
- 1.5 For Site 3, the Consultant shall prepare 50%, 90%, and final design.
- 1.6 For Site 4, the Consultant shall prepare 50%, 90%, and final design.
- 1.7 For Site 5, the Consultant shall prepare 50%, 90%, and final design.
- 1.8 The Consultant shall prepare 50% and 90% plan review submittal sets for all sites.
- 1.9 The Consultant shall prepare a SEPA checklist for the 2022 Small Drainage Program containing information on all sites requiring SEPA review. This is anticipated to be Site 3.
- 1.10 The Consultant shall prepare City Special Permissions Permit for the 2022 Small Drainage Program containing information on all sites requiring Special City review. This is anticipated to be Site 3 where project site location is within existing Type 3 watercourse Stream buffer.
- 1.11 The Consultant shall prepare the Contract Specification per 2022 WSDOT Standard Specifications for the 90% Review Submittal and the Bid Documents.
- 1.12 The Consultant shall calculate quantities and prepare Engineers Estimate of Probable Construction Cost for the 50% and 90% Submittal as well as the Bid Documents.
- 1.13 The Consultant shall distribute preliminary mapping and 50% review submittals to franchise utility owners to identify potential conflicts within the Project limits. Notification and design coordination will continue through final design. (Assume one (1) site visit with franchise utilities).
- 1.14 The Consultant shall prepare final Bid Documents for the proposed improvements including the following:

EXHIBIT A

- 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.

1.15 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 beyond storm conveyance 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 except as noted within tasks.
- City to submit any environmental permitting applications.
- Potholing of existing underground utilities will be completed by franchise utilities. The approval and construction and right of way permit reviews will be completed by City.
- City to obtain easement approval and record easement for Site 3.
- Any fees for BXWA.com will be paid by the City.

- *Deliverables*

- SEPA Checklist for Site 3.
- Special Permissions Permit for Site 3.
- 50% review submittal with Plans and Estimate (pdf).
- 90% review submittal with Plans, Specifications, and Estimate (4 sets + pdf).
- Bid Documents and Engineer's Estimate (6 sets ½ size plans, specs, and estimate)
- Coordinate upload of Plans and Specifications to Builders Exchange.

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, geotechnical exploration, 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.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Adib Altallal, Utilities Engineer**
 CC: **Mayor Allan Ekberg**
 DATE: **January 14, 2022**
 SUBJECT: **Macadam Rd S Water Upgrade & Sidewalk Improvements Project**
Project No. 90440105
Construction Bid Award

ISSUE

Approve construction bid award with Laser Underground & Earthworks, Inc. for the Macadam Rd S Water Upgrade and Sidewalk Improvements Project.

BACKGROUND

In 2015, the City contracted with PACE as the design consultant for the Macadam Rd S Water Upgrade Project, along with the Andover Park E Water & Sewer Improvements under Contract No. 15-116. In 2017, the design was put on hold due to construction cost estimates coming in higher than proposed in the 2019-2024 Capital Improvement Program. Due to limited fire flow issues, the project design contract was renewed, and the project budget allocated was increased.

DISCUSSION

A call for bids was advertised for the Macadam Rd S Water Upgrade and Sidewalk Improvements Project on November 29, and December 6, 2021. Eight bids were opened on December 14, 2021, and the confirmed lowest bidder was Laser Underground and Earthworks, Inc. with a bid of \$1,984,474.81. The engineer’s estimate was \$2,202,884.77. The City has contracted with Laser Underground and Earthworks, Inc. on previous projects and has provided satisfactory work.

FINANCIAL IMPACT

Construction costs associated with the Macadam Water Upgrade will be funded by the water enterprise fund. The construction bid award also includes costs for the sidewalk improvements which will be funded by a recently awarded Transportation Improvement Board grant and general funds from the Macadam Rd Complete Streets project. The Macadam Rd S water upgrades and sidewalk improvements were planned in coordination to efficiently complete both projects at a reduced cost.

	<u>Cost Estimate</u>	<u>Fund Source</u>	<u>2022-23 Construction Budget</u>
Contract	\$1,984,474.81	Water Fund	\$1,800,000.00
Contingency – 10%	<u>198,447.49</u>	TIB Grant	320,000.00
Total	<u>\$2,182,922.30</u>	General Fund	<u>80,000.00</u>
			<u>\$2,200,000.00</u>

RECOMMENDATION

Council is being asked to approve the construction award with Laser Underground & Earthworks, Inc. in the amount of \$1,984,474.81 for the Macadam Rd S Water Upgrade and Sidewalk Improvements Projects and consider this item on the Consent Agenda at the January 24, 2022 Special Meeting.

Attachments: 2021 CIP, Pages 5 & 61
Laser Underground Construction Contract
Bid Tabulation

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Macadam Rd South Complete Street** Project No. 91710302

DESCRIPTION: Construction of a complete street design for Macadam Rd South between South 144th St and S 150th St. The project will require roadway widening and re-channelization to add 5-foot bike lanes and 5-foot sidewalks on both sides of the roadway, and includes illumination, curb, and storm drainage.

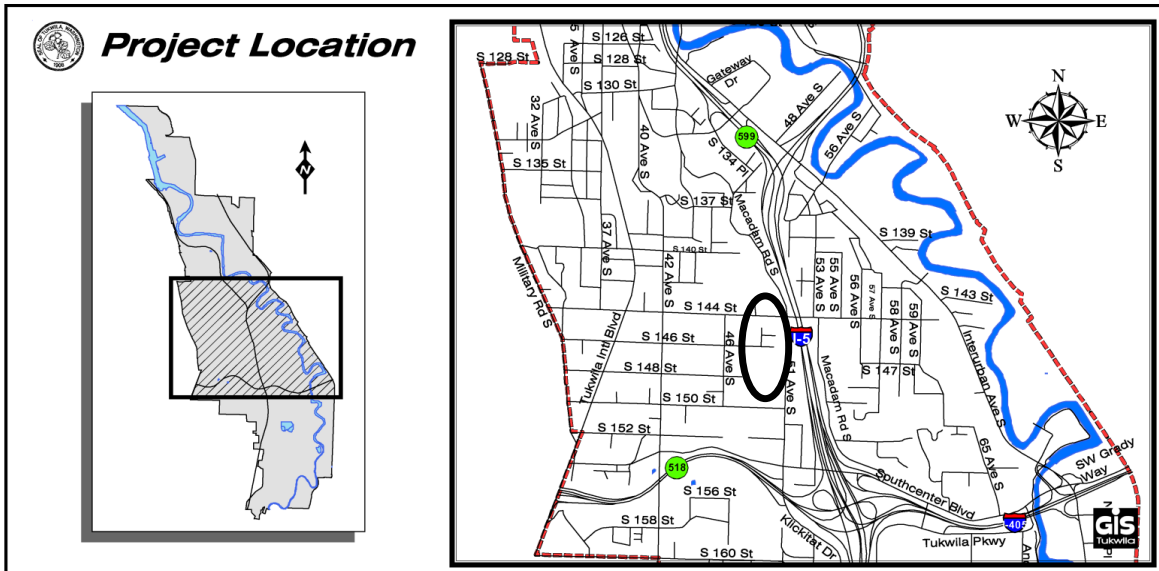
JUSTIFICATION: Enhance safety for students walking to Foster High School and Showalter Middle School and encourages transportation choices for the neighborhood.

STATUS:

MAINT. IMPACT: New sidewalk and pavement will need to be maintained.

COMMENT: WSDOT Pedestrian/Bicycle grant submitted in April 2018, but unsuccessful. Match will be the Water Improvements. Apply for same grant in 2020 for design and 2022 for construction.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2021	2022	2023	2024	2025	2026	2027	2028	BEYOND	
EXPENSES										
Design				400						400
Land (R/W)				100						100
Const . Mgmt.					400					400
Construction					2,700					2,700
TOTAL EXPENSES	0	0	0	500	3,100	0	0	0	0	3,600
FUND SOURCES										
Awarded Grant										0
Proposed Grant				450	2,800					3,250
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	0	0	0	50	300	0	0	0	0	350
TOTAL SOURCES	0	0	0	500	3,100	0	0	0	0	3,600



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Macadam Rd S Water Upgrade

Project No. 90440105

DESCRIPTION: Design and construct 4,300 LF of 10" waterline in Macadam Rd S from S 144th St to Southcenter Blvd.

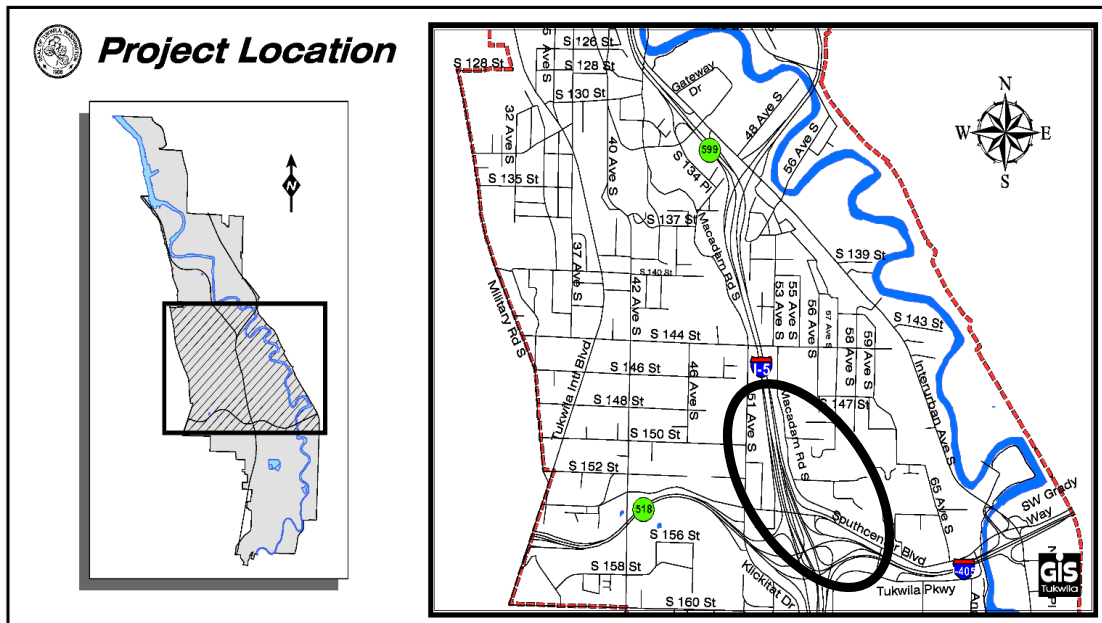
JUSTIFICATION: Improve fire flow water quality to the north side of Tukwila Hill.

STATUS: Project now scheduled for 2021/2022.

MAINT. IMPACT: The new waterline will eliminate maintenance time for flushing the dead end line while increasing service reliability.

COMMENT: Pedestrian/Bicycle Program grant for sidewalks unsuccessful in 2018, with water funds used as a match.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	68		100	50	50					268
Land (R/W)										0
Const. Mgmt.			250	50	300					600
Construction			300	300	950					1,550
TOTAL EXPENSES	68	0	650	400	1,300	0	0	0	0	2,418
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	68	0	650	400	1,300	0	0	0	0	2,418
TOTAL SOURCES	68	0	650	400	1,300	0	0	0	0	2,418



AGREEMENT FORM

CONTRACT NO. _____

THIS AGREEMENT is made and entered into on this ____ day of _____, 20 ____, by and between the City of Tukwila, Washington ("Owner") and _____ ("Contractor"). Now, therefore the parties agree as follows:

1. **Project.** Contractor shall complete all work and furnish all labor, tools, materials, and equipment for the project entitled **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05**, including all changes to the Work and force account work, in accordance with the Contract Documents, as described in Section 1-04.2 of the Supplemental General Requirements.

2. **Payments.** Owner shall pay Contractor at the unit and lump sum prices, and by force account as specified in the Proposal according to the Contract Documents as to time, manner, and condition of payment. The payments to Contractor include the costs for all labor, tools, materials and equipment for the Work.

3. **Completion Date.** Contract time shall commence upon Owner's Notice to Proceed date. The Work under this Agreement shall be completed within the time specified in the Proposal. If the Work under this Agreement is not completed within the time specified, as detailed in the Contract Documents, Contractor shall pay liquidated damages and all engineering inspection and supervision costs to Owner as specified in the Proposal.

4. **Attorney's Fees.** In the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's and expert witness fees.

5. **Disclaimer.** No liability of Contractor shall attach to Owner by reason of entering into this Agreement, except as expressly provided in this Agreement.

6. **Counterparts.** This Agreement is executed in two (2) identical counterparts, by the parties, each of which shall for all purposes be deemed an original.

CITY OF TUKWILA, WASHINGTON

(Owner)

(Contractor)

By: _____
Mayor

By: _____
Title: _____

Attest:
This ____ day of _____, 20 ____

Attest:
This ____ day of _____, 20 ____

City Clerk

Contractor's License No.

Approved as to Form:

City Attorney

Address for giving notices:

Address for giving notices:

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PAYMENT AND PERFORMANCE BOND

Bond to City of Tukwila, Washington
Bond No. _____

We, _____, and _____,
(Principal)
(Surety)

a _____ corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Tukwila, Washington ("Owner"), in the penal sum of

_____ Dollars (\$ _____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Payment and Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05** ("Contract"). The initial penal sum shall equal 100% of the Total Bid Price, including sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Payment and Performance Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;
- Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material men, and all other persons or agents who supply labor, equipment, or materials to the Project;
- Indemnifies and holds Owner, its officers, and agents harmless from and against all claims, liabilities, causes of action, damages, and costs for such payments for labor, equipment, and materials by satisfying all claims and demands incurred under the Contract, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by Principal; and
- Indemnifies and holds Owner harmless from all claims, liabilities, causes of action, damages and costs, including property damages and personal injuries, resulting from any defect appearing or developing in the material provided or workmanship performed under the Contract.

The indemnities to Owner shall also inure to the benefit of the Consulting Engineers and other design professionals retained by Owner in connection with the Project.

The liability of Surety shall be limited to the penal sum of this Payment and Performance Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Payment and Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Payment and Performance Bond shall automatically increase in a like

amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Payment and Performance Bond without the prior written consent of Surety.

This Payment and Performance Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	By _____
Title	Attorney in Fact (Attach Power of Attorney)
Name and address of local office of agent and/or Surety Company:	_____ _____ _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

PROPOSAL

(unit price)

Contractor's Name Laser Underground & Earthworks, Inc.Contractor's State License No. LASERUE1010JCity of Tukwila Project Nos. 904 401 05To the Mayor and City Council
City of Tukwila, Washington

The undersigned (Bidder) hereby certifies that they personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, which project includes, but is not limited to:

Construction of water mains, storm drains, sidewalk and roadway reconstruction within the right-of-way of Macadam Road including, but not limited to, approximately 4,600 lineal feet of 6" to 12" water main, along with hydrants, valves, and services, and other appurtenances, approximately 55 lineal feet of 12" storm drain, storm drain manholes and catch basins, full-width pavement reconstruction, HMA overlay, channelization and pavement markings, sidewalk and driveway reconstruction, ADA sidewalk curb ramps, and other miscellaneous items to complete the Work as specified and shown in the Contract Documents.

The undersigned further certifies that they have read and thoroughly understand these Documents which govern all Work embraced in this improvement and the methods by which payment will be made for said Work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (check one) bid bond or cash, cashier's check, certified check, or postal money order made payable to the City of Tukwila equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all respects within **one-hundred-fifty (150)** calendar days from the date stated in the written Notice to Proceed. If the work is not completed within this time period, Bidder shall pay liquidated damages to Owner as specified in Section 1-08.9 of the Standard Specifications for every calendar day work is not Physically Complete after the expiration of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

**MACADAM ROAD SOUTH
WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS
Project No. 904 401 05**

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

It is the intent of the OWNER to award the lowest responsible BIDDER for the total price bid for the project (combined total of Schedules A (Base Bid), B, and C, not including the Schedule A Additive Bid Items). The OWNER reserves the right to construct one, two, or all three bid schedules, depending on funds available for the project at the time of the Notice to Proceed.

BID SCHEDULES

SCHEDULE A: WATER MAIN IMPROVEMENTS (BASE BID)

ITEM NO.	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A-1	1-04	Unexpected Site Changes	1	FA	\$50,000.00	\$50,000.00
A-2	1-05	Construction Surveying and Staking	1	LS	13,000.00	13,000.00
A-3	1-05	Resolution of Utility Conflicts	1	FA	\$10,000.00	\$10,000.00
A-4	1-07	Erosion and Water Pollution Control	1	LS	1,000.00	1,000.00
A-5	1-09	Mobilization	1	LS	40,000.00	40,000.00
A-6	1-10	Traffic Control Devices	1	LS	5,000.00	5,000.00
A-7	1-10	Traffic Control Labor*	1,000	HR	80.00	80,000.00
A-8	1-10	Uniformed Police Officer (min. \$120/hr)*	50	HR	120.00	6,000.00
A-9	4-04	Crushed Surfacing Top Course*	4,000	TN	20.00	80,000.00
A-10	4-04	Crushed Surfacing Base Course*	550	TN	20.00	11,000.00
A-11	5-04	HMA CL. 1/2" PG 58H-22*	1,550	TN	190.00	294,500.00
A-12	5-04	2" Pavement Grind	6,700	SY	5.00	33,500.00
A-13	7-08	Cap & Block Existing Main	2	EA	2,000.00	4,000.00
A-14	7-09	Trench Safety	1	LS	1,000.00	1,000.00
A-15	7-09	12-in. Diam. D.I. Pipe & Fittings	4,325	LF	120.00	519,000.00
A-16	7-09	10-in. Diam. D.I. Pipe & Fittings	14	LF	85.00	1,190.00
A-17	7-09	8-in. Diam. D.I. Pipe & Fittings	24	LF	80.00	1,920.00
A-18	7-09	Additional Water Main Fittings*	10,000	LB	1.00	10,000.00
A-19	7-09	Connection to Existing Main	4	EA	7,000.00	28,000.00
A-20	7-09	1" Combination Air Release/Air Vacuum Valve Assembly	2	EA	6,000.00	12,000.00
A-21	7-09	2" Blowoff Assembly	1	EA	5,000.00	5,000.00

ITEM NO.	SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
A-22	7-12	12" Gate Valve & Box	9	EA	2,000.00	18,000.00
A-23	7-12	8" Gate Valve & Box	1	EA	1,000.00	1,000.00
A-24	7-12	6" Gate Valve & Box	2	EA	1,000.00	2,000.00
A-25	7-12	Remove Existing Valve Box	5	EA	300.00	1,500.00
A-26	7-14	Fire Hydrant Assembly	9	EA	6,000.00	54,000.00
A-27	7-14	Remove & Salvage Existing Fire Hydrant	7	EA	2,000.00	14,000.00
A-28	7-15	3/4" Water Service	17	EA	2,000.00	34,000.00
A-29	7-15	1" Water Service	3	EA	2,500.00	7,500.00
A-30	7-15	1½" Water Service	4	EA	4,000.00	16,000.00
A-31	7-15	2" Water Service	1	EA	5,000.00	5,000.00
A-32	8-02	Restoration and Cleanup	1	LS	1,000.00	1,000.00
A-33	8-04	Remove and Replace Concrete Curb & Gutter	120	LF	50.00	6,000.00
A-34	8-04	Remove and Replace Concrete Sidewalk	130	SY	100.00	13,000.00
A-35	8-04	Replace Asphalt Curb	500	LF	15.00	7,500.00
A-36	8-20	Replace Induction Loop Vehicle Detector*	2	EA	1.00	2.00
A-37	8-22	Channelization and Pavement Markings	1	LS	5,000.00	5,000.00
*Not subject to Section 1-04.6.						
SUBTOTAL SCHEDULE A (BASE BID)						1,391,612.00
10.1% SALES TAX						140,552.81
TOTAL SCHEDULE A (BASE BID)						1,532,164.81

SCHEDULE A ADDITIVE BID SCHEDULE: WATERMAIN IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
AA-1	5-04	HMA CL. 1/2" PG 58H-22*	256	TN	190.00	48,640.00
AA-2	5-05	2" Pavement Grind	2,225	SY	5.00	11,125.00
*Not subject to Section 1-04.6.						
SUBTOTAL SCHEDULE ADDITIVE BID						59,765.00
10.1% SALES TAX						6,036.27
TOTAL SCHEDULE A ADDITIVE BID						65,801.27

SCHEDULE B: SIDEWALK IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
B-1	1-04	Unexpected Site Changes	1	FA	\$25,000.00	\$25,000.00
B-2	2-01	Clearing and Grubbing	1	LS	15,000.00	15,000.00
B-3	2-02	Tree Removal	2	EA	2,500.00	5,000.00
B-4	2-02	Remove Concrete Curb and Gutter	30	LF	145.00	4,350
B-5	2-02	Remove Concrete Sidewalk*	16	SY	235.00	3,760.00
B-6	2-03	Gravel Borrow, Incl. Haul*	250	TN	20.00	5,000.00
B-7	2-03	Roadway Excavation Incl. Haul.*	200	CY	20.00	4,000.00
B-8	4-04	Crushed Surfacing Base Course*	300	TN	20.00	6,000.00
B-9	5-04	HMA CL. 1/2" PG 58H-22*	550	TN	190.00	104,500.00
B-10	7-09	Adjust Existing Utility to Finished Grade	2	EA	2,000.00	4,000.00
B-11	8-02	Buffer Restoration	1	LS	5,000.00	5,000.00
B-12	8-04	Cement Concrete Traffic Curb and Gutter*	1,100	LF	55.00	60,500.00
B-13	8-06	Residential Driveway*	30	SY	340.00	10,200.00
B-14	8-14	Cement Concrete Sidewalk	600	SY	85.00	51,000.00
B-15	8-24	Concrete Block Retaining Wall	700	LF	160.00	112,000.00
*Not subject to Section 1-04.6						
TOTAL SCHEDULE B					415,310.00	

Per WAC 458-20-171 Sales Tax Shall Be Included in the Unit Price for Each Bid Item

SCHEDULE C: DRAINAGE IMPROVEMENTS						
ITEM NO.	SPEC SECT.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
C-1	1-04	Unexpected Site Changes	1	FA	\$5,000.00	\$5,000.00
C-2	2-03	Remove Culvert	1	LS	3,750.00	3,750.00
C-3	4-04	Drainage Rock*	250	TN	55.00	13,750.00
C-4	7-02	Corrugated Polyethylene (CPEP) Storm Sewer Pipe, 12-In. Diam.	60	LF	75.00	4,500.00
C-5	7-05	Catch basin Type 1	1	EA	6,000.00	6,000.00
C-6	7-05	Connect to Ex. Storm Drain	1	EA	4,000.00	4,000.00
*Not subject to Section 1-04.6						
TOTAL SCHEDULE C					37,000.00	

Per WAC 458-20-171 Sales Tax Shall Be Included in the Unit Price for Each Bid Item

TOTAL SCHEDULE A (Base Bid)	1,532,164.81
TOTAL SCHEDULE B	415,310.00
TOTAL SCHEDULE C	37,000.00
TOTAL AMOUNT OF BASE BID	1,984,474.81

Total Bid Price in Words: one million nine hundred and eighty four thousand and four hundred and seventy four dollars and eighty one cents

Bids Submitted on Computer Printouts

Bidders, at their option, in lieu of hand writing in the unit prices in figures in ink on the Bid forms above, may submit an original computer printout sheet with their bid, as long as the following requirements are met:

1. Each sheet of the computer printout must contain the exact same information as shown on the hard-copy bid form – Project Name, Schedule Name, column headings – in the order shown, totals, etc.
2. The computer printout of the Bid Proposal must have the exact certification language shown below, signed by the appropriate officer of the firm.
3. If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, and all addenda that may have been issued, etc.

If any of these things are missing or out of order, the bid may be rejected by the Owner:

The unit and lump sum prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices. If the Bid submitted by the bidder contains both the form on these Bid Proposal sheets, and also a computer printout, completed according to the instructions, the unit bid prices shown on the computer printout will be used to determine the bid.

Put this certification on the last sheet of the Bid computer printout, and sign:

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items contained in this Proposal are the unit and lump sum prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts.

Signed: _____

Title: _____

Date: _____

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
1	<u>12/6/21</u>	3	_____
2	_____	4	_____

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

It is understood that Owner may accept or reject all bids.

The Surety Company which will furnish the required Payment and Performance Bond is

RLI of 9025 N. Lindbergh Dr., Peoria, IL 61615
(Name) (Address)

Bidder: Laser Underground & Earthworks, Inc.

Signature of Authorized Official: [Signature]

Printed Name and Title: JANICE DANNENBERG-CEO /managing partner

Address: 20417 87th AVE SE Snohomish, WA 98296

Check One: Individual Partnership Joint Venture Corporation
State of Incorporation: Washington

Phone No.: 360-453-3502 Date: 12-14-21

This address and phone number is the one to which all communications regarding this proposal should be sent.

NOTES:

1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). (see attachment for signing authority)
2. A bid must be received on all items. If either a unit price or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

BID SECURITY

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the City of Tukwila in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ dollars (\$ _____).

-- OR --

Bid Bond: The undersigned, Laser Underground & Earthworks, Inc. (Principal), and RLI Insurance Company (Surety), are held and firmly bound unto the City of Tukwila (Owner) in the penal sum of Five Percent of Total Amount Bid dollars (\$ 5% of Total Amount Bid), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Owner in connection with a Proposal for **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. **904 401 05**, according to the terms of the Proposal and Bid Documents.

Now therefore,

- a. If the Proposal is rejected by Owner, or
- b. If the Proposal is accepted and Principal shall duly make and enter into an Agreement with Owner in accordance with the terms of the Proposal and shall furnish a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Signed and dated this 6th day of December, 2021.

Laser Underground & Earthworks, Inc.

Principal

[Handwritten Signature]

Signature of Authorized Official

CEO / managing partner

Title

Name and address of local office of agent and/or Surety Company:

RLI Insurance Company

Surety

By

[Handwritten Signature]
Attorney in Fact Gary Niehl
(Attach Power of Attorney)

Niehl Insurance Agency, Inc.

375 118th Ave. SE, #103

Bellevue, WA 98005



Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1355368

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Gary Niehl in the City of Bellevue, State of Washington, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, specifically for the following described bond.

Principal: Laser Underground & Earthworks, Inc.
Obligee: City of Tukwila
Bond Amount: 5% of Total Amount Bid

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 6th day of December, 2021.



RLI Insurance Company
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of December, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE
I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 6th day of December, 2021.

RLI Insurance Company
By: Jeffrey D. Fick Corporate Secretary

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NON-COLLUSION DECLARATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Tukwila project named **MACADAM ROAD SOUTH WATER MAIN UPGRADE AND SIDEWALK IMPROVEMENTS**, Project No. 904 401 05.

Laser Underground & Earthworks, Inc.
Name of Firm

[Signature]
Signature of Authorized Official

CEO & Managing Partner
Title

SEAL



Signed and sworn to before me:

Dated: December 14th 2021

[Signature]
(Signature)

Brittany Walker
(Print Name)

Notary Public in and for the State of Washington
Commission Expires: 4/7/2024

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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RESPONSIBLE BIDDER DETERMINATION FORM

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder: Laser Underground & Earthworks, Inc.

Address of Bidder: 20417 87th AVE SE

Snohomish WA 98296

City

State

Zip Code

Contractor's License No. LASERUE1010J WA State UBI No. 1001-269-998

License Bond Registration No. SSB403957 Dept. of L&I
Worker's Comp. Acct. No. 587436007

Bidder is a(n): Individual Partnership Joint Venture
 Incorporated in the state of Washington

List business names used by Bidder during the past 10 years if different than above:

Bidder has been in business continuously from 1990

Bank Reference People's Bank Sierra Schram 425-385-2506
Bank Account Officer Officer's Phone No.

No. of regular full-time employees: 6

Number of projects in the past 10 years completed: 5 ahead of schedule 30 on schedule
behind schedule

Bidder has had experience in work comparable to that required for this Project:

As a prime contractor for 31 years.

As a subcontractor for 31 years.

List the supervisory personnel to be employed by the Bidder and available for work on this project (Project Manager, Principal Foreman, Superintendents, and Engineers):

Name	Title	How Long With Bidder
<u>Derick Wells</u>	<u>Superintendent</u>	<u>23 years</u>
<u>Josh Parrish</u>	<u>Foreman</u>	<u>1 year</u>
<u>Shannon Tremper</u>	<u>Project Manager</u>	<u>3 years</u>

Name the Surveyor to be used on this Project, who will directly supervise all surveying activities. Attach a resume outlining the experience and qualifications of the Surveyor. Is the Surveyor licensed in the State of Washington (a PLS)? Yes No

Surveyor's Name: American Surveying and Environmental, LLC

List all those projects, of similar nature and size, completed by Bidder within the past 10 years. **Include a reference for each.** Any attached preprinted project listing must include all this information. Bidder must have at least 10 years experience working on projects of similar nature and size.

<u>Project Name</u>	<u>Year Completed</u>	<u>Contract Amount</u>	<u>Owner/Reference Name and Phone</u>
Lake McDonald WM Improvement	2017	954K	KC WD 90 Chris Schmidt 425-289-7315
Renton Hill Util replacement	2019	7M	City of Renton John Hobson 425-430-7279
WM Replacement	2019	1.12M	KC WD 20 Peter Paulson 425-827-2014
19012 158 th PL SE Sidewalk	2019	2.2M	City of Bellevue Christopher Masek 425-452-2734
7 th AVE WM Replacement	2021	5.5M	KC WD 20 Peter Paulson 425-827-2014
2020 AC WM Phase 3	2021	1.37M	City of Bellevue Chris Pierson 425-466-7566
Reintree AC WM Replacement	2012	1.12M	Woodinville WD Blueline group 425-216-4051
_____	_____	_____	_____
_____	_____	_____	_____

List all projects undertaken in the last 10 years which have resulted in partial or final settlement of the Contract by arbitration or litigation in the courts:

<u>Name of Client and Project</u>	<u>Contract Amount</u>	<u>Total Claims Arbitrated or Litigated</u>	<u>Amount of Settlement of Claims</u>
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has Bidder, or any representative or partner thereof, ever failed to complete a contract?
 No Yes If yes, give details: _____

Has Bidder ever had any Payment/Performance Bonds called as a result of its work?
 No Yes If yes, please state: _____

<u>Project Name</u>	<u>Contracting Party</u>	<u>Bond Amount</u>
_____	_____	_____
_____	_____	_____

Has Bidder ever been found guilty of violating any State or Federal employment laws?
 No Yes If yes, give details: _____

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? No Yes If yes, give details: _____

Has any adverse legal judgment been rendered against Bidder in the past 5 years? No Yes If yes, give details: _____

Has Bidder or any of its employees filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? No Yes If yes, please state:

Date	Type of Injury	Agency Receiving Claim
7/10/19	Toe dismemberment	L&I
_____	_____	_____
_____	_____	_____

The undersigned warrants **under penalty of Perjury** that the foregoing information is true and accurate to the best of his/her knowledge. The undersigned authorizes the City of Tukwila to verify all information contained herein.

Signature of Bidder *Jenny*
Title: CEO / Managing Partner Date: 12/14/21

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CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, December 14, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Laser Underground & Earthworks, Inc.
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Janice Dannenberg
Printed Name

CEO & Managing Partner
Title

12-14-21
Date

Snohomish
City

WA
State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner. (see attachment for signing authority)*

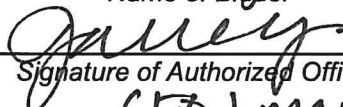
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PROPOSED EQUIPMENT AND LABOR SCHEDULE
(Use additional sheets if required)

Equipment to be used:

<u>DESCRIPTION/TYPE</u>	<u>YEAR</u>	<u>CONDITION</u>	<u>OWN/RENT</u>
310 SG Backhoe	2015	excellent	OWN
200 Excavator	2004	excellent	OWN
asphalt zipper AZ-360B	2018	excellent	OWN
12 yard dump truck	2021	excellent	OWN
135g excavator	2014	excellent	OWN

Labor to be used: Foreman - 1, operator - 2, dump truck driver - 1, pipe layer - 1, laborer - 1, flagger - 2, TCS - 1

Laser Underground & Earthworks, INC.
Name of Bidder

Signature of Authorized Official
CEO / managing partner
Title

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PROPOSED SUBCONTRACTORS

Name of Bidder Laser Underground & Earthworks, Inc.

In accordance with RCW 39.30.060 as amended, every bid that totals \$1 million or more shall include below the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of: structural steel installation, rebar installation, electrical, heating, ventilation, air conditioning and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28, and, or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate. Failure of the Bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. Prime Contractor must declare if they intend to perform any of these items.

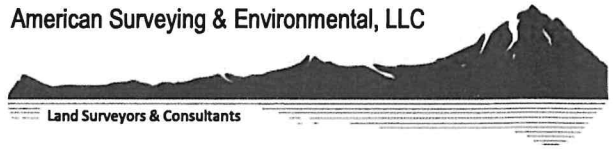
The successful Bidder must have the written permission of the Owner to make any change to this list.

Percent of total bid to be performed by Bidder ~95.7 %

Name	Schedule/Bid Item Numbers Subcontractor will perform	% of Total Bid
<u>(Electrical) Transportation Systems Inc.</u>	<u>A 36</u>	<u>0.3 %</u>
<u>(Rebar) Sebastian Construction Inc.</u> <u>if needed</u>	<u>A33, A34, B12, B13, B14</u>	<u>4 %</u>

WORK TO BE PERFORMED BY PRIME CONTRACTOR

<u>Laser Underground & Earthworks, Inc</u>	<u>all other work</u>	



American Surveying & Environmental, LLC at a Glance

Consulting- Land Surveying & Related Services
Founded- September, 2012, *formerly known American Engineering Corporation*
Ownership- Privately held S-Corporation
Office- Redmond, WA
Annual Sales- \$600,000+
General Liability Insurance- \$1 million/ \$2 million policy
Professional Liability Insurance- \$2,000,000 policy
Employees- 4 hourly staff

About American Surveying & Environmental, LLC

American Surveying & Environmental, LLC is a full- service consulting company offering land surveying and construction surveying & layout services. We have a highly experienced and motivated staff who will work closely with you to serve your project needs.

Our office is equipped with a comprehensive network of computer stations and software including the most current version of AutoCAD Civil 3D. Our field crews are equipped with the latest electronic surveying instruments and GPS equipment and are backed by a time-efficient survey calculation and mapping program. Our field survey equipment includes Topcon GPS receivers, Topcon Robotic and Nikon Total Stations, Leica Digital Level and TDS & Spectra Ranger Data Collectors.

Areas of Expertise

- Boundary and Topographic Surveying
- Legal Description Composition
- Construction Surveying & Layout
- Certified Federal Surveyor
- Water Quality Testing/Monitoring
- Land Use Planning and Permitting

Services Provided

Land Surveying:

- Boundary Surveys
- Topographic Surveys and Site Mapping
- Horizontal and Vertical Control Surveys
- ALTA/ACSM Surveys
- Construction Layout Surveying
- Survey Monument Perpetuation/Restoration
- Easement Exhibits and Legal Descriptions
- Parcel Maps
- Condominium Surveys & Plans
- Long Plat/Subdivision Surveys
- Boundary/Lot Line Adjustment Surveys
- Record of Survey
- Aerial Maps
- Hydrographic Surveys
- Settlement Monitoring
- FEMA Elevation Certificate
- As Built Surveys & Record Drawings
- Title report and Property Encumbrance Reviews
- Land Description Reviews (LDR) – *CFedS*
- Cert. of Inspection & Possession (CIP) - *CFedS*
- Boundary Assurance Certificates (BAC) - *CFedS*

Contact Information

Phone: (425) 881-7430 **Fax:** (425) 881-7731

Website: www.american-engineering.net

Michael Sjolin, Principal

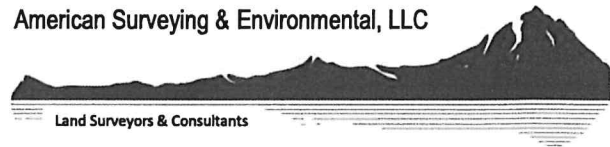
Registered Professional Land Surveyor – (WA) No. 45174
Certified Federal Surveyor – No. 1570 (CFedS)
msjolin@american-engineering.net

Brett Garr, Principal

Land Surveyor in Training – (WA) No. 1139
bgarr@american-engineering.net

Rory Allen, Principal

Certified Erosion and Sediment Control Lead
rallen@american-engineering.net



STAFF RESUMES

Michael Sjolín, Director of Surveys, Principal
Registered Professional Land Surveyor No. 45174 (WA)
Certified Federal Surveyor No. 1570

Michael has more than Seventeen years' of experience in the land surveying profession. During this time he has conducted and supervised cadastral surveys, topographic surveys and construction layout surveys and been involved as project manager of many different types and sizes of projects. He has vast experience drafting numerous types of survey maps, including boundary surveys, topographic, ALTA, condominium, wetland delineation, long and short plats, GIS mapping, and boundary line adjustments. In addition, he is well-versed at preparing various types of legal descriptions and easement documents including exhibit maps using Autodesk Civil 3D. Michael also has ample experience conducting and supervising FEMA Elevation Certificate surveys used for flood insurance. Michael has a very methodic and systematic approach to insure a high level of quality control. His attention to detail and careful project approach makes him a valuable member of ASE's professional team.

Michael's experience also includes performing complex boundary computations and construction staking pre-calculations for a variety of different projects in both the private and public sector. His project experience range includes small residential lots, large site development projects; both private and public, airports, county roads and state highways. He is highly capable and has the experience needed to simultaneously manage multiple projects from beginning to completion with accuracy and attention to detail and the ability to maintain required project budgets and time constraints.

In June of 2012 Michael received Certified Federal Surveyor (CFedS) status from the United States Department of the Interior Bureau of Land Management. The CFedS program, which has been approved by the U.S. Secretary of the Interior, was designed specifically to enhance the level of knowledge and expertise in the professional land surveying community for survey work performed on federal lands and especially on Indian trust lands. To earn the CFedS designation, professional land surveyors must complete approximately 120 hours of course materials prepared by the BLM's National Training Center, in Phoenix, Arizona, and pass the certification examination. To maintain the certification, a CFedS must complete 10 hours of continuing education annually. This certification has provided Michael the additional knowledge and skill to offer superior boundary survey practice.

Brett Garr, Project Manager, Principal
Land Surveyor in Training No. 1139

Brett has more than seventeen years' experience as a field surveyor beginning his career as a rodman/instrument operator while working at David Evans and Associates at the Everett office, then worked his way up to Project Manager at American Engineering Corporation. Brett's surveying experience includes many years of experience in field survey layout of plats, roads, water, sewer and other infrastructure. He also has a very broad base of experience in boundary, topographic & mapping surveys for land development and civil design. Brett possesses excellent communication skills and understands exactly what is required to provide the client with superior quality and excellent service. Brett works well with construction contractors and has the ability to simplify and solve most any of the complications that are involved in most public works construction projects. Brett is an especially valuable personnel asset to have on your project team.

Brett earned Land Surveyor in Training status in May of 2011 and he is currently working towards obtaining his professional surveyor license here in Washington State.

Rory Allen, Project Manager, Principal
Certified Erosion & Sediment Control Lead

Rory Allen has more than eight years' experience in the field starting his career as a rodman/instrument operator at American Engineering Corporation and working his way up to survey party chief. Rory understands exactly what is required to produce the finished products of mapping and site development and applies that knowledge in gathering field data. Rory is a major player in the mapping and the collection of field data for all projects. Rory has always pushed himself to keep up with equipment technology and is constantly working on ways to keep projects within budget while obtaining all the data that is required for the finished product.

In December of 2012 Rory obtained his Certified Erosion & Sediment Control Lead certification. Rory is currently working towards obtaining his 'Land Surveyor in Training' status here in Washington State.

LASER

Underground & Earthworks, Inc.

20417 87th Avenue SE, Snohomish, WA 98296 (360) 453-3502 Office@laserug.com

Date: October 26th, 2021

To: All Whom it May Concern

From: Bret Lane, President, Laser Underground & Earthworks, Inc.

Re: Signing Authority for Laser Underground & Earthworks, Inc.

Effective August 1st, 2021 Janice Lin Dannenberg (CEO and Managing Partner) and Jan Willem Dannenberg (COO and Managing Partner) have full authority to sign corporate documents on behalf of Laser Underground & Earthworks, Inc.

Sincerely,
Bret Lane



Founder & President, Laser Underground & Earthworks, Inc.

Contractors

LASER UNDRGRND & ERTHWKRS INC

Owner or tradesperson

Principals
Lane, Bret Anthony, PRESIDENT

KAIN, DANIEL J
(End: 10/19/2011)

20417 87TH AVE SE
SNOHOMISH, WA 98296
425-251-1636
SNOHOMISH County

Doing business as
LASER UNDRGRND & ERTHWKRS INC

WA UBI No.
601 269 998

Business type
Corporation

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

LASERUE1010J

Effective — expiration

09/11/1990— 10/02/2022

Bond

RLI INS CO

\$12,000.00

Bond account no.

SSB403957

Received by L&I

06/23/2010

Effective date

09/10/2010

Expiration date

Until Canceled

Insurance

Ohio Security Ins Co

\$1,000,000.00

Policy no.

BKS55878981

Received by L&I

11/01/2021

Effective date

12/06/2020

Expiration date

12/06/2022

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications
Minority/Women Business Enterprise (MWBE)

Apprentice Training Agent
Registered training agent. [Check their eligible programs and occupations.](#)

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID **Account is current.**
587,436-00

Doing business as
LASER UNDERGROUND & EARTHWORKS
Estimated workers reported
Quarter 3 of Year 2021 "21 to 30 Workers"
L&I account contact
T0 / KARLA BOWMAN (360)902-5535 - Email: BOWK235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019
Exempt from this requirement.

Contractor Strikes
No strikes have been issued against this contractor.

Contractors not allowed to bid
No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date **06/03/2020** No violations
Inspection no. **317958842**
Location
**206 SW 112th St
Seattle, WA 98146**

Inspection results date **08/23/2016** No violations
Inspection no. **317941624**
Location
**1404 S. 136th St
Burien, WA 98168**



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Adib Altallal, Utilities Engineer**
 CC: **Mayor Allan Ekberg**
 DATE: **January 14, 2022**
 SUBJECT: **S 152nd St. Watermain Replacement & Extension Project**
Project No. 91640102 & 91640103
Design and Construction Management Contract Award

ISSUE

Approve design and construction management agreement with BHC Consultants, LLC (BHC) for the S 152nd St. Watermain Replacement & Extension Project.

BACKGROUND

In 2016, City staff identified the need for upsizing the aging 6” cast iron pipe along S 152nd St. and extending it into Sunwood Boulevard to loop the system in the area and increase the availability of fire flow in the case of an emergency.

DISCUSSION

When the project was identified in 2016, it was planned to be designed and constructed in two separate phases. After further assessment of the situation and the availability of funds, it was determined to be a better choice to combine the two projects into one. Combining the projects will allow us to complete construction at one time, thus saving resources and prevent inconveniencing residents with multiple street closures along this route. Approximately 1,800 LF of 6” cast iron pipe will be replaced with 12” ductile iron pipe. The existing dead-end pipe along S 152nd St. will be extended approximately 150 LF and looped into Sunwood Blvd. Looping the system will increase redundancy and reduce maintenance needs. The design project was advertised, and four consultants submitted proposals. BHC was chosen as the most qualified.

FINANCIAL IMPACT

The project costs will be 100% funded by the water enterprise fund. The contract is for \$312,833.00 for the design and construction management services for the S 152nd St. Watermain Replacement & Extension. A portion of the funds will come from the S 152nd St. 2022-2023 budget and the remaining will be moved from the Water Reservoir project, which is anticipated to be significantly under budget.

	<u>Cost Estimate</u>	<u>Fund Source</u>	<u>2022-2023 Design/CM Budget</u>
Contract	\$312,833.00	S152nd St. CIP	\$180,000.00
		Water Reservoir CIP	<u>165,000.00</u>
		Total	\$325,000.00

RECOMMENDATION

Council is being asked to approve a design and construction management agreement for design services with BHC in the amount of \$312,833.00 for the S 152nd St. Watermain Replacement & Extension Project and consider this item on the Consent Agenda at the January 24, 2022 Special Meeting.

Attachments: 2021 CIP, Pages 60, 65 & 66
BHC Agreement
BHC Scope

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Water Reservoir and Pump Station

Project No. 91240102

DESCRIPTION: Design and construct a new 2.0 million gallon water storage reservoir with a 3,300 gpm pump station.
 The Department of Health is requiring that the City provide additional water storage in the 360 pressure zone,
JUSTIFICATION: which includes the Commercial Business District. A pump station is needed for fire flow.
STATUS: Design funds will be used to update and expand the site study Carollo completed in 2014.
MAINT. IMPACT: Additional staff will be needed to provide maintenance for the new reservoir and pumps.
COMMENT:

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design		50	400	250	50					750
Land (R/W)			500							500
Const. Mgmt.			100	150	550					800
Construction				1,500	1,000	2,500	2,000	1,000		8,000
TOTAL EXPENSES	0	50	1,000	1,900	1,600	2,500	2,000	1,000	0	10,050
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Bond			1,000	1,900	1,600	2,500	2,000	1,000		10,000
Mitigation Expected										0
Utility Revenue	0	50	0	0	0	0	0	0	0	50
TOTAL SOURCES	0	50	1,000	1,900	1,600	2,500	2,000	1,000	0	10,050

Location to be determined.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: S 152nd Place Waterline Extension

Project No. 91640103

DESCRIPTION: Design and construct 150 LF of 8" ductile iron waterline in S 152nd Place to Sunwood Blvd.

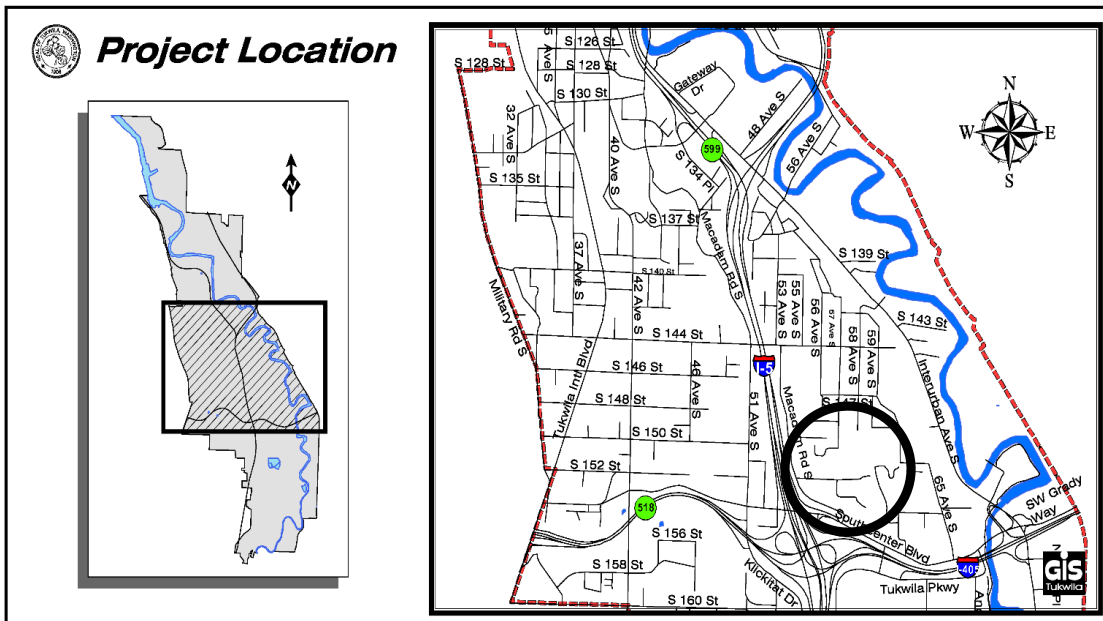
JUSTIFICATION: The proposed waterline will also meet fire flow requirements.

STATUS: Easement acquisitions will be needed.

MAINT. IMPACT: To remove a dead-end in South 152nd Place to improve water quality.

COMMENT: Planned to be combined with S 152nd Street Waterline Replacement project as a separate schedule.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design				40	20					60
Land (R/W)				10						10
Const. Mgmt.					10					10
Construction					100					100
TOTAL EXPENSES	0	0	0	50	130	0	0	0	0	180
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	50	130	0	0	0	0	180
TOTAL SOURCES	0	0	0	50	130	0	0	0	0	180



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **S 152nd Street Waterline Replacement** Project No. 91640102

DESCRIPTION: Design and construct 1,600 LF of 10" ductile iron waterline to replace the old 6" cast iron waterline in S 152nd St from Macadam Rd S east to the end of the pipe near 58th Ave S.

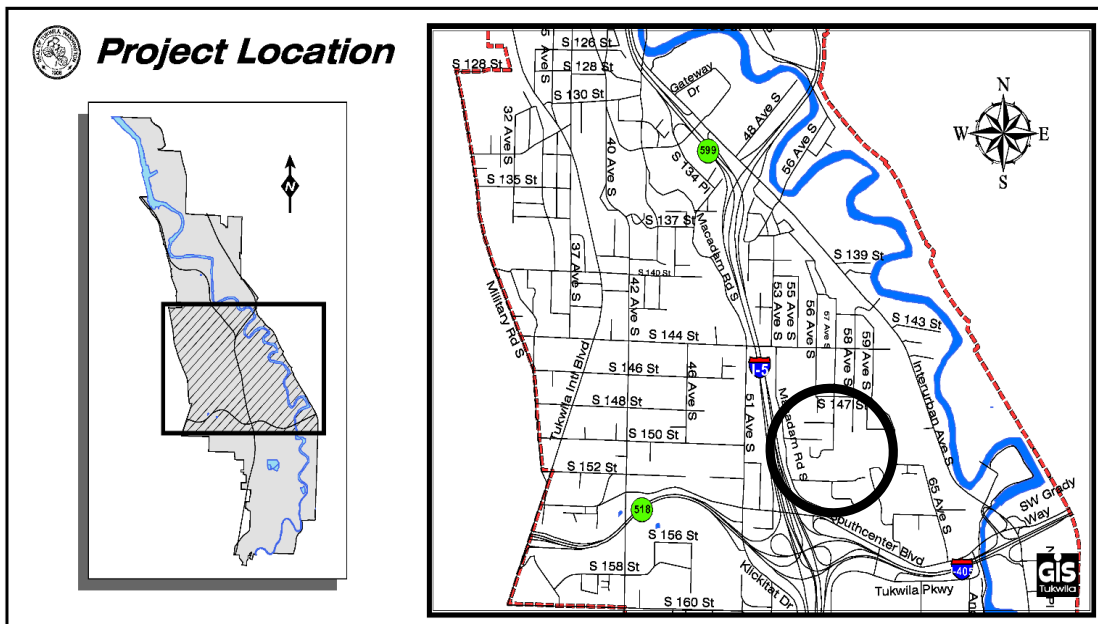
JUSTIFICATION: The existing waterline is cast iron and is subject to cracking and breaking apart with age.

STATUS:

MAINT. IMPACT: The proposed waterline will also meet fire flow requirements.

COMMENT: Planned to be combined with S 152nd Place Waterline Extension project as a separate schedule.

FINANCIAL (in \$000's)	Through Estimated									
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
EXPENSES										
Design							100	30		130
Land (R/W)							10			10
Const. Mgmt.									100	100
Construction									700	700
TOTAL EXPENSES	0	0	0	0	0	0	110	30	800	940
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	0	0	0	0	0	0	110	30	800	940
TOTAL SOURCES	0	0	0	0	0	0	110	30	800	940





PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and BHC Consultants, 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 design services in connection with the project titled S 152nd Street Waterline Replacement & Extension.
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, 2023, 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, 2023 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 \$312,833.00 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 intentional misconduct, reckless acts, or 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- C. 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.
- D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. 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 Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
- F. 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.
- G. 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.** Contractor, 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, the presence of any disability, or any other protected class status under state or federal law, 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:

BHC Consultants
1601 Fifth Avenue #500
Seattle, Washington 98101
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

BHC CONSULTANTS, LLC

Allan Ekberg, Mayor

By: Ron A Dorn

Printed Name: Ron Dorn, P.E.

Title: President

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A – SCOPE OF SERVICES

CITY OF TUKWILA S 152nd ST WATERMAIN REPLACEMENT & EXTENSION PROJECT

DESIGN SERVICES

December 21, 2021

Statement of Understanding

This Scope of Services is based on BHC Consultants, LLC's (Consultant's) understanding of the City of Tukwila's (City) proposed installation of a new 12-inch ductile iron water main along south 152nd Street, between Macadams Road S. and the existing water main within the Sunwood Phase 1 Condominium (Sunwood Condo). The new water main will replace approximately 1,600 LF of existing 6-inch cast iron water main. In addition to replacing the existing water main, the new 12-inch ductile iron water main will be extended east approximately 150 linear feet to connect to an existing 8-inch public water main within the Sunwood Condo private property. The design will include potable water distribution system pipe, fire hydrants, valves, water services and one check valve vault. The design will include provisions for a 2-inch-thick pavement grind and overlay that extends either full-street width and/or half-street width for the length of the project. The watermain is being replaced due to age and to improve fire flow availability in the project area. These improvements are collectively known as the S 152nd Watermain Replacement & Extension Project (Project).

Scope of Services

The following scope of services outlines the tasks associated with the design of the watermain improvements. In general, the Consultant will prepare construction bid documents for the proposed improvements and support the City with permitting, public outreach, and easement acquisition. Ancillary services that will be provided by the Consultant via sub-consultants include topographic surveying, utility locates, geotechnical investigation, property valuation, arboricultural consulting, and development of traffic control plans. The Consultant will also provide support to the City during the construction phase. The water system improvements will be designed and constructed in accordance with the requirements of the current edition of the 'Water System Design Manual' by the Department of Health for water, the City of Tukwila Municipal Code for Water and Sewers, and the City's design standards. The design will include provisions to allow for continuous water service during construction with only brief interruptions for tie-ins.

The project includes extending the water main east across private property (the Ladera-Heatherwood Apartments) to an existing 8-inch ductile iron water main within a paved drive lane of the Sunwood Condo property, which includes crossing a paved parking lot and undeveloped landscape, with large mature trees, on the private properties. The City will make initial contact with the property owners to inform them of the project scope and objectives, to obtain rights-of-entry for the Consultant, and to establish points of contact and lines of communication. The Consultant will assist the City with easement acquisition by performing property valuation and easement negotiation.

The alignment of the water main extension will be determined based on the location of existing utilities and discussions with the property owners. Construction of the water mains using conventional open trench construction methods is preferred, but trenchless construction methods, such as auger boring or horizontal directional drilling (HDD) may be required to preserve mature trees on private property. Design/engineering fees for water main construction using auger bore or horizontal directional drilling construction methods are higher because additional geotechnical investigation and analysis is required, and additional drawings and specifications are required. Design for trenchless construction will require scope and budget adjustments and either a contract change will be issued

using Management Reserve Funds or a contract amendment will be negotiated based on the design parameters at the time of tasking.

An area of “potential geologic instability”, as defined in the Tukwila Municipal Code (TMC) Chapter 18.45 may exist at or near the east end of the project limits. An assessment will be made during the site investigation by the Consultant and, if warranted and authorized by the City, a critical area report will be developed.

The team is comprised of the following firms and will be referenced throughout this scope by their abbreviated name:

Firm	Abbreviated Name	Role
BHC Consultants, LLC	BHC	Prime Consultant / Overall Project Management / Water Design Services / Permitting / Public Outreach / Easement Negotiation
KPG	KPG	Topographic Survey/Easement Exhibits
ABS Valuation	ABS	Property Valuation
Shoffner Consulting	SC	Tree assessment
Applied Professional Services, Inc.	APS	Utility Locates / Utility Potholing /Traffic Control Plans
Landau Associates, Inc.	LAI	Geotechnical Services / Critical area Report

Separate tasks will be used to track and monitor progress for each utility. Each task description includes the following six components:

- 1) Description: Summary description of task.
- 2) City Responsibilities: Elements that will be provided by the City.
- 3) Work Tasks: Tasks that will be completed by Consultant or its sub-consultants.
- 4) Deliverables: The finished product that will be delivered to the City.
- 5) Assumptions: Assumptions used to develop each Work Task.
- 6) Meetings: Meetings identified for each Work Task. This component assumes: Consultant's team will minimize attendees at meetings; meetings with City staff will be conducted virtually or at the City's offices; and community meetings will be held virtually or physically at a location near the Project area or at the City's offices.

BHC proposes the following task elements within this scope:

Task 100: Project Management: This task will be used to track and monitor the progress of the project and to coordinate with the design team and the City.

BHC

City Responsibilities:

- 1) Review and approve this scope of services and associated budget.
- 2) Review and approve contract changes and contract amendments, if necessary, due to additional services or levels of effort not included in this scope becoming necessary.
- 3) Participate with Consultant in monthly project coordination meetings.

Work Tasks:

- 1) Perform contract management including setting up the project in Consultant 's accounting system and prepare and execute contracts and contract changes/amendments with each subconsultant.

- 2) Provide monthly invoices with status reports and schedule updates.
- 3) Develop and maintain a Change Management Log to document formal changes in project scope, budget and schedule and to serve as a method of implementing and tracking changes in project scope, budget and schedule.
- 4) Develop the project management plan.
- 5) Coordinate with the project team to review current and upcoming tasks, deliverables, and coordination efforts.
- 6) Coordinate with City staff by e-mail, phone, or video conference and during virtual monthly project coordination meetings.

Deliverables:

- 1) Monthly status reports with invoices and updated monthly schedule (Adobe pdf format). Invoices will include the City's corresponding project number for tracking purposes.
- 2) Agendas, meeting notes, and action items for each project coordination meeting with the City.
- 3) Copies of pertinent emails and correspondence.

Assumptions:

- 1) Earned Value Management tracking will be used to monitor project status with estimates of the percent complete being provided for each task.
- 2) Project status reports will include the following:
 - a) Project status summary narrative by task.
 - b) Project budget summary table
 - c) Earned value table
- 3) The Design phase will last approximately 13 consecutive months and will be followed by the Construction phase, which will last about 8 consecutive months for a total project length of 21 consecutive months. Extensions to the project schedule that are outside Consultant's control may require a Contract Amendment.
- 4) Coordination meetings with the City (up to 12) will be held monthly during the project design phase and each will last about one (1) hour or less.

Meetings:

- 1) Project kickoff meeting (virtual) with the City, lasting up to 1.5 hours.
- 2) Twelve (12) monthly project coordination meetings (virtual) with the City, each lasting up to 1 hour in length.

Task 200: Utility Location Services: This task will be used to collect available utility record drawings and to field-locate and surface-mark (paint) the approximate locations of underground utilities within the project area.

APS, BHC

City Responsibilities:

- 1) Make initial contact with property owners and assist Consultant efforts to obtain rights-of-entry for Consultant, including for APS, to perform utility locates and to mark surfaces with spray paint.
- 2) Provide electronic copies of maps and record drawings (as-builts) of the existing City owned and maintained utilities.
- 3) Provide copies of information obtained during City's potholing activities at the intersection of S 152nd Street and 57th Ave S.

Work Tasks:

- 1) Request available franchise utility companies' record drawing information, including underground power, gas, telephone, fiber optic and other known utilities and incorporate this information into the base drawings.
- 2) Locate Utilities: Attempt to locate and mark underground utilities. Activities include:
 - a) Coordinating with underground utility locating company (APS) to mark the approximate locations of underground utilities prior to conducting the topographic survey.
 - b) APS will attempt to locate underground utilities and water services using sound/electric signal conducting equipment for conductible utilities.

Deliverables:

- 1) None – The utility markings will all be performed in the field.

Assumptions:

- 1) Utility locates are based on available information and may not be accurate or complete and shall not be used for construction. Contractor shall be responsible for contacting 811 to obtain utility locates from the utility purveyors and for physically verifying the actual locations of utilities and identifying potential conflicts, if any.
- 2) Locaters will attempt to locate and surface mark water mains, water services, hydrant laterals, gas lines, and conductible utilities (power, communication, fiber, etc.).
- 3) Locaters will not mark sewer mains, side sewers, storm drainage pipes, drainpipes, or irrigation lines, however, locations of sewer mains and storm drains will be shown on the design drawings based on the surveyed locations of the sewer and storm drain structures the pipes connect to.
- 4) Obtaining rights-of-entry will be needed for, and will be sufficient for, performing utility locates within the Sunwood Condo property and the Ladera-Heatherwood Apartments property, whether in or adjacent to existing or proposed easement areas.
- 5) Private property owners will allow access to utility locaters and the surface marking of buried utilities with dashed painted lines.
- 6) Private utilities on private property will not be marked unless allowed by property owners and such locates may be incomplete as drawings for such utilities are not typically available from utility providers or property owners.

Meetings:

- 1) No meetings are planned for this Task.

Task 300: Field Survey: This task will be used to develop an AutoCAD survey base drawing that will be used for developing the AutoCAD design base drawing and will include surveying the surface-marked underground utilities and conducting a topographic field survey to identify existing surface conditions within the project limits, using electronic survey equipment and one- or two-person field crews, and incorporating King County GIS rights-of-way and property boundaries.

KPG, BHC

City Responsibilities:

- 1) Provide electronic copies of maps and record drawings (as-builts) of the existing City owned and maintained utilities.
- 2) Assist Consultant efforts to obtain rights-of-entry for Consultant, including for KPG, to perform field survey on private property.
- 3) Review proposed language for notices and correspondence to property owners.

- 4) Provide electronic copy of City letterhead for notices and correspondence.

Work Tasks:

- 1) Obtain rights-of-entry (ROE) for the Sunwood Condo property and Ladera-Heatherwood Apartments Property prior to start of field survey. Communications with property owners will be developed under Task 550.
- 2) Establish horizontal and vertical control points that are compatible with the City's Infrastructure Design and Construction Standards: NAD 83 (NSRS 2011) horizontal datum & NAVD88 vertical datum.
- 3) Conduct field mapping to locate the following:
 - a) Back of sidewalks.
 - b) Curbs/edges of pavement and pedestrian sidewalk curb ramps.
 - c) Wet utilities (water, sewer, storm, and gas), including meters, valves, hydrants, manholes, catch basins, and other associated appurtenances, but excluding side sewers.
 - d) Conductible utilities (power, telephone, fiber optic), including utility poles, meters, utility marking paint, and associated appurtenances.
 - e) Other surface features or improvements that may impact the design and construction of replacement or repairs to water facilities.
 - f) Vegetation, landscaping, and fencing within 10 feet of the existing water meters, and fire hydrants.
 - g) Provide traffic control/safety compliance for the field crews per the City's requirements.
- 4) Utility Surveying Services will include:
 - a) Surveying the underground utility markers established by APS under Task 200.
 - b) Surveying utility surface features.
 - c) Performing measure downs for sewer and stormwater structures (manholes and catch basins) and obtaining and recording pipe size, material, and invert elevations where feasible at each structure. Similar information for the nearest drainage structures outside the mapping limits will also be collected.
- 5) Reduce field data and prepare base drawings using a scale of 1-inch equals 20 feet and two-foot elevation contours.
- 6) Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc) and found survey monuments. GIS data obtained from King County will be used to depict the apparent property lines.
- 7) Conduct field review and finalize AutoCAD Civil 3D survey base map.
- 8) Calculate and enter boundaries of easements within Ladera-Heatherwood Apartments from City-furnished recorded easements and plat documents.
- 9) Develop text for notices and correspondence for City review. BHC will mail notices to property owners on City letterhead.

Deliverables:

- 1) None. The survey base map is a work product that will be used for development of the design.

Assumptions:

- 1) Project limits for the base survey extend to the boundaries of the public right-of-way along S 152nd St, from Macadam Road S to the east end of the cul-de-sac and within the easement at the Ladera-Heatherwood Apartments, 5821 S 152nd St (parcel # 1157200380) and within a future easement within the Sunwood Condo (parcel # 8141400000). Project limits for the contingent survey extend north, down the steep slope to the toe of the slope within the City-owned parcel (parcel #1157200387).
- 2) Obtaining rights-of-entry will be needed for, and will be sufficient for, performing field survey within the Sunwood Condo property and the Ladera-Heatherwood Apartments property, whether in or adjacent to

- existing or proposed easement areas. Communications with property owners will be developed under Task 550.
- 3) Property boundaries shown on the design drawings for properties will be based on King County GIS that is imported and georeferenced and “best fit” based on surveyed locations of existing survey monuments. Property lines may be altered further based on the results of research and calculations performed for other tasks, such as the display of easement boundaries.
 - 4) GIS is not considered survey grade and a record of survey will not be required.
 - 5) The intent is to locate the new utilities within existing rights of way, and within new and existing easements, with new meters and hydrants adjacent to the existing meters and hydrants.
 - 6) Not every surface feature within the rights of way and easements will be surveyed and mapped; instead, the surface features necessary to show for purposes of design and construction will be surveyed and shown. Trees 8-inches DBH or greater within the survey limits defined above will be located and identified as evergreen or deciduous. Determining tree dripline limits is not included except that tree driplines will be shown within private property easements.
 - 7) Permits will not be required to complete the utility locates or the field survey.
 - 8) The design team will adhere to the City’s standards for control and CAD deliverables.
 - 9) Monuments will not be disturbed by the design team so monument destruction forms/permits will not be required. The contractor shall be responsible for these forms should the contractor’s work disturb any monuments.

Meetings:

- 1) No meetings are planned for this Task.

Task 400: Design Services: This task will be used to design the watermain improvements and to develop the contract documents the City will use to solicit bids from contractors to construct the proposed improvements to the water facilities and the associated grind and overlay of the pavement. This task also includes limited bid support services.

BHC

City Responsibilities:

- 1) Assist Consultant efforts to obtain rights-of-entry for Consultant to perform design services on private property.
- 2) Provide electronic copies (PDF) of the City’s Standard Details to be included in the contract documents.
- 3) Provide electronic copies (MS Word) of the City’s standard Bidding Documents, Contract Documents, General Conditions, and Special Provisions to the Standard Specifications.
- 4) Provide a consolidated set of written review comments on design submittals.
- 5) Verify water meter sizes within the project area.
- 6) Perform hydraulic modeling, as required, and specify sizes of water main to be installed.
- 7) Specify size of check valve to be installed on new 12” DI water main at boundary of pressure zones 360 and 400.
- 8) Specify quantity and locations of fire hydrants to be installed. Coordinate with Fire Marshal, as required, for locations of replacement fire hydrants.
- 9) Administer the advertisement of the call for bids for the project.
- 10) Participate at the pre-bid meeting, if any.
- 11) Host and lead the bid opening meeting.
- 12) Receive, open, and process the bids, including the preparation of the bid tabulation, reviewing the apparent low bidder references, preparing a recommendation for contract award, and awarding the contract to the lowest responsible bidder.
- 13) Provide consolidated bid results.

- 14) Provide venues for design review meetings if not conducted virtually.

Work Tasks:

- 1) Prepare 30% Design Contract Documents for the proposed utility improvements. Activities will include the following:
 - a) Review available project related information, which may include City utility construction record drawings, grid maps, and GIS maps as well as utility purveyor record drawings. Incorporate the pertinent utility information into the base drawings.
 - b) Prepare 30% design drawings showing base drawing information (existing topographic survey, utility locations, and parcel/right of way line information), proposed alignment of water mains (plan-view only), water services, water meters, valves, hydrants, and existing utilities to be abandoned or removed.
 - c) Visit the site to perform a field reconnaissance of the existing features and to verify locations of existing features and conditions as they relate to the design.
- 2) Prepare 60% Design Contract Documents for the proposed utility improvements. Activities will include the following:
 - a) Address the City's 30% design review comments.
 - b) Obtain and incorporate the City's standard details into the design drawings.
 - c) Prepare 60% design contract specifications to support the design drawings. This will include obtaining and incorporating the City's standard specifications into the Contract Documents. The 60% Submittal will include the advertisement for bid with placeholders for dates, Instructions to Bidders, the Bid Proposal, the Bid and Performance Bond forms, Non-Collusion Declaration Form, the Certification of Compliance with Wage Payment Statutes Form, the Contract Agreement, and the City's boilerplate Special Provisions.
 - d) Prepare profile view for proposed water main alignment and check valve vault drainage.
 - e) Prepare a 60% design opinion of probable construction cost (OPCC) showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements.
 - f) Conduct internal quality assurance/quality control reviews.
 - g) Submit 60% design documents to the City for review and comment.
 - h) Participate in a design review meeting with the City to discuss the City's review comments.
- 3) Prepare 90% Design Contract Documents for the proposed utility improvements and pavement overlay.
 - a) Address the City's 60% design review comments.
 - b) Prepare 90% Contract Drawings. These documents will include the necessary project specific details and notes to address the water improvements; pavement restoration plans and requirements; and standard construction and TESC notes.
 - c) Prepare 90% Contract Specifications. These documents will refine the documents included in the 90% Contract Specifications to make them more project specific and will also include the intended date for the bid opening, cross references in the project's Special Provisions will be checked and confirmed.
 - d) Prepare 90% OPCC showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements.
 - e) Conduct internal quality assurance/quality control reviews.
 - f) Submit 90% design documents to City for review and comment.
 - g) Participate in a design review meeting with the City to discuss the City's review comments.
- 4) Prepare 100% Contract Documents for the proposed utility improvements.
 - a) Address the City's 90% design review comments.
 - b) Prepare 100% Contract Drawings. These documents will include the necessary project specific details and notes to address the water system improvements; pavement restoration plans and requirements; and standard construction and TESC notes.

- c) Prepare 100% Contract Specifications. These documents will refine the documents included in the 60% Contract Specifications to make them more project specific and will also include the intended date for the bid opening, cross references in the project's Special Provisions will be checked and confirmed.
- d) Prepare 100% OPCC showing bid items, quantities, unit costs, and total probable costs for construction of proposed improvements.
- e) Conduct internal quality assurance/quality control reviews.
- f) Submit 100% design documents to City for review and comment.
- 5) Prepare Final Contract Documents (Bid Documents) for the proposed utility improvements
 - a) Address the City's 100% design review comments.
 - b) Prepare the final Contract Drawings that may be used by the City to solicit bids from Contractors.
 - c) Prepare the final Contract Specifications that may be used by the City to solicit bids from Contractors.
 - d) Prepare the final OPCC that may be used for evaluation of bids received from Contractors.
 - e) Conduct internal assurance/quality control reviews.
 - f) Submit the final Contract Documents to the City.
- 6) Provide Bid Support Services
 - a) Upload PDF bid documents electronically to Builder's Exchange.
 - b) As requested by the City, develop written response to bidder questions during the bid advertisement period.
 - c) As requested by the City, assist the City in preparing up to one addendum to the bid documents.
 - d) Submit addendum to Builder's exchange.
 - e) Attend a pre-bid meeting with potential bidders.
 - f) Attend bid opening meeting.
- 7) Participate in three (3) virtual design review meetings to be held with the City after the 30, 60 and 90 percent design submittals to review and discuss the City's review comments.

Deliverables:

- 1) The 30% design submittal will include:
 - a) One electronic (Adobe PDF) version of the design drawings.
- 2) The 60%, 90%, and 100% design submittals will each include:
 - a) One electronic (Adobe PDF) version of the design drawings.
 - b) One electronic (Adobe PDF) version of the Contract Documents.
 - c) One electronic (PDF) copy of the OPCC.
- 3) The Final Contract Documents submittal will include:
 - a) One electronic copy of the Design Drawings, Contract Documents, and OPCC.
 - b) Design Drawings in AutoCAD Civil 3D and Adobe PDF.
 - c) Contract Documents in Microsoft Word and PDF format.
 - d) OPCC in Microsoft Excel and PDF Format.

Assumptions:

- 1) Drawings will be prepared using AutoCAD/Civil 3D 2018 and meet the following standards:
 - a) Developed for plotting at full size (22" x 34") and half size (11" x 17"). Full-size plan view drawings will be drawn at a scale of 1" = 20'. Details generated for the improvements may use other scales as needed.
 - b) Each plan drawing will address up to approximately 500 feet of water main improvements, but less for odd length or off-shaped sites, and sites requiring larger scale detail drawings. Pertinent notes and details may be located along the right-hand side of the sheet or on separate sheets as appropriate.

- c) Profile views will not be included with the 30 percent design submittal.
- d) Restoration and temporary erosion and sediment control (TESTC) requirements will be shown on the watermain plan sheets and not as separate drawings.
- 2) The Special Provisions will be based on the City of Tukwila's standards and the 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction.
- 3) Water main pipe will be ductile iron (DI) pipe, except water main pipe may be HDPE pipe, as required, within the undeveloped portion of the private or City-owned parcel at the east end of South 152nd St.
- 4) Construction restoration will consist of hot mixed asphalt (HMA) patches within the traveled right of way and in-kind restoration of surface features outside the traveled right of way and a half-width overlay of the street. A full width overlay will be included in areas where watermain improvements impact more than half of the traveled right of way.
- 5) Consultant will make reasonable efforts to provide an accurate OPCC with each submittal. However, the actual costs bid by contractors is beyond Consultant's control and may vary significantly from Consultant's OPCCs, especially given the economic uncertainties triggered by the COVID-19 virus.
- 6) AACE estimating methods and classifications are not required.
- 7) The City shall respond with review comments on each submittal as follows:
 - a) Within two weeks for the 30% Submittal.
 - b) Within three weeks for the 60% Submittal.
 - c) Within two weeks for the 90% Submittal.
 - d) Within two weeks for the 100% Submittal.
- 8) The City will provide written and consolidated review comments to Consultant at least three days prior to any meetings to discuss the review comments.
- 9) The 30% and 90% review comment meetings will occur within three (3) weeks of City's receipt of the submittals and the 60% review comments meeting will occur within four (4) weeks. All City review comments shall be available for discussion at the Meetings.
- 10) Design drawings will be developed for conventional open trench method of construction for water mains and hydrant laterals. Design for auger bore, horizontal directional drilling or other trenchless construction method will be additional effort and will require additional time and fee and a contract amendment.
- 11) The pressure zone for the replacement 12-inch DI water main on S 152nd Street, between S 57th St. and the 8-inch DI water main within the Sunwood Condo will be changed from pressure zone 360 to pressure zone 400. Per City direction, no individual pressure reducing valves will be installed on water services for the properties served off the new water main.
- 12) Existing utilities being replaced by parallel utilities will be abandoned in place and will not be removed during construction except as required to make connections or crossings.
- 13) Existing sidewalk curb ramps meet existing Americans with Disabilities Act (ADA) and/or Public Right of Way Accessibility Guidelines (PROWAG) requirements and, therefore, the scope of work does not include design for replacement of sidewalk curb ramps.
- 14) Existing street pavement, the underlying pavement base aggregate, and the subgrade are structurally sound and do not require removal and replacement in preparation for pavement grind and overlay.
- 15) No water system improvements will cross concrete driveway approaches and ADA and/or PROWAG requirements and, therefore, the scope of work does not include design for replacement of concrete driveway approaches to meet ADA and/or PROWAG requirements within a pedestrian access route.
- 16) Conformed documents will not be required as part of the design phase services.
- 17) Utility locates are, in part, based on information developed by utility purveyors and others and may not be complete or accurate. Potholing to verify utility locations and depths during design has not been funded and is not included in Consultant's work scope. The Consultant shall not be responsible if utilities are later discovered during construction that were not identified or located by the design phase utility locates.
- 18) All improvements will be made within public rights of way or within existing easements with the exception of work on the Sunwood Condo and the Ladera-Heatherwood Apartments (parcel # 1157200380) properties.

- 19) The design will not identify temporary staging areas for construction as that is an activity best left to the Contractor.
- 20) The City will be responsible for obtaining the rights of entry needed to facilitate the design services.
- 21) No meetings will be conducted to discuss City-review comments for the 100% design submittal.
- 22) The City will handle all aspects of the bid opening.

Meetings:

- 1) One (1) meeting up to two hours in length will be held virtually with City staff to review City-comments on the 30% design submittal.
- 2) One (1) meeting up to two hours in length will be held virtually with City staff to review City-comments on the 60% design submittal.
- 3) One (1) meeting up to two hours in length will be held virtually with City staff to review City-comments on the 90% design submittal.
- 4) One (1) pre-bid meeting up to two hours in length will be held virtually with City staff and prospective bidders.
- 5) One (1) bid opening meeting up to one hour in length will be held virtually with City staff and bidders.

Task 500: Public Outreach Services – This task will be used to assist the City with its public outreach efforts. The outreach efforts will focus on informing water customers of the project and presenting the design concepts and receiving public feedback.

BHC

City Responsibilities:

- 1) Provide names and mailing addresses for letters/notices to be mailed to customers served by the City of Tukwila water utility.
- 2) Provide input on stakeholder information such as names, phone number, email addresses, types of communication requirements or preferences, etc.
- 3) Review and approve correspondence mailed to members of the public.
- 4) Provide a main point of contact at the City to receive feedback and questions from the community.
- 5) Provide electronic copy of City letterhead to be used on all correspondence to the public.

Work Tasks:

- 1) Prepare general notification letters to affected water customers and prepare exhibits for City review and acceptance. Consultant will mail correspondence on City letterhead.
- 2) Prepare specific written correspondence and exhibits for City review and acceptance and Consultant mailing.

Deliverables:

- 1) One (1) electronic copy (PDF and/or Microsoft Word) for draft and final written correspondence and exhibits.

Assumptions:

- 1) Condominium Boards of Directors and apartment building owners/managers will receive and disseminate the information to condominium unit owners and renters, respectively; therefore, only one letter and associated exhibit, suitable for distribution, will be mailed and/or e-mails to each Condominium Association Board of Directors and apartment owner.
- 2) A notification letter will be sent to all affected water billing customers of the proposed increase in pressure resulting from the change of pressure zones.
- 3) All communications will be performed in the English language.

Meetings:

- 1) No meetings are planned for this task.

Task 550: Property Owner Outreach Services – This task will be used to assist the City's efforts to communicate with owners of properties upon which the City will seek to replace or extend water system improvements and to obtain rights of entry for the Consultant team.

BHC

City Responsibilities:

- 1) Make initial contact with property owners to describe project, to establish communication channels and to obtain points-of-contact information.
- 2) Furnish Consultant with property owner information such as names, phone number, mail and email addresses, types of communication requirements, etc. for points of contact.
- 3) Participate in on-site or virtual meetings with property owners.
- 4) Assist Consultant efforts to obtain rights of entry to perform the various Design phase tasks.

Work Tasks:

- 1) Prepare draft and final letters and exhibits to assist City communication and meetings with property owners.
- 2) Mail written correspondence.
- 3) Organize and lead on-site and virtual meetings with property owners.
- 4) Develop meeting agenda and exhibits.
- 5) Prepare draft and final meeting notes.
- 6) Participate in up to four (4) total on-site and/or virtual meetings.

Deliverables:

- 1) One (1) electronic copy (Adobe PDF format) of the agenda for each meeting.
- 2) Meeting presentation materials, electronic for virtual meetings and hardcopy for on-site meetings.
- 3) One (1) electronic copy of draft and final meeting notes for each meeting.
- 4) One (1) electronic copy (PDF and/or Microsoft Word) for each draft and final written correspondence.

Assumptions:

- 1) The City will participate in the on-site and virtual meetings with property owners.
- 2) For each meeting, Consultant will prepare an agenda and supporting exhibits and will develop draft and final meeting notes.
- 3) "Meeting notes" are summaries of key discussion points and are less detailed and less comprehensive than "meeting minutes."
- 4) Correspondence for the purpose of obtaining rights of entry for the Consultant's team members will be limited to three (3) letters per property.

Meetings:

- 1) Up to four (4) virtual or on-site meetings, each up to two hours in length with property owners/representatives (excluding travel time, meeting prep, and post-meeting notes) to discuss requirements for design and construction of proposed improvements across private property and to discuss easement requirements.

Task 600: Permitting Services – This task will be used to apply for the permits needed to facilitate construction of the proposed improvements and to perform associated environmental assessments.

BHC, APS, SC

City Responsibilities:

- 1) Pay permit fees, if any.

Work Tasks:

- 1) SWPPP: Prepare a stormwater pollution prevention plan (SWPPP) for the proposed improvements and include in the Contract Documents as an appendix.
- 2) City of Tukwila Right of Way and Grading Permits: Prepare the permit applications and perform online submittals to the City.
- 3) Tree Removal Permit: If applicable, prepare the permit application and perform online submittal to the City.

Deliverables:

- 1) One electronic copy (Adobe PDF) format of the draft and final SWPPP.
- 2) One electronic copy (Adobe PDF) of permit applications that are not submitted online.

Assumptions:

- 1) A permit pre-application meeting is not required.
- 2) There are no critical areas or critical area buffers within the work site.
- 3) The Tree Removal permit is a contingent task and, if required, budget for development of the Tree Removal permit application will be made from the Management Reserve Fund.
- 4) A DOE Construction Stormwater General Permit is not required.
- 5) The Contract Documents will require the contractor to modify the SWPPP as needed to address the Contractor's means and methods.
- 6) Permit applications will be submitted electronically online.
- 7) Only one (1) resubmittal of each permit application will be required.

Meetings:

- 1) No meetings are planned for this task.

Task 700: Geotechnical Services – This task will be used to perform geotechnical investigation services in support of the project.

LAI

City Responsibilities:

- 1) Provide copies of previous geotechnical studies, if any, for City-owned parcel #1157200387.

Work Tasks:

- 1) Review readily available and relevant information at the project site. This review will include online geotechnical databases, geologic maps, and LAI's library.
- 2) Conduct a site reconnaissance of the project areas. This reconnaissance will focus on key project features and will be used to evaluating geotechnical challenges along the proposed improvements and to assist in preparing the Subsurface Exploration Plan (SEP).

- a) LAI will plan and coordinate a geotechnical exploration program for the project. The explorations will include up to five (5) geotechnical borings at the project site in support of identifying subgrade soil and groundwater conditions that may affect the proposed improvements. Planning will include identification of the location of the geotechnical borings, development of traffic control plans (where required) and coordination of required equipment, flaggers, and utility clearance.
- b) LAI will prepare a SEP for the proposed exploration program. The draft SEP will be submitted to the City and the design team for review. One round of comments will be incorporated and a Final SEP will be submitted for approval. The SEP will detail the type, location, and extent of proposed field explorations along with logistics necessary to perform the work such as traffic control plans and staging areas. The SEP will also be used for utility locating clearances and for permitting that may be necessary to access the exploration locations.
- 3) Conduct Field Explorations: LAI will conduct up to five (5) machine-drilled geotechnical borings to assess the subsurface soil conditions. The borings will extend to depths of 10-15 feet below ground surface (bgs) to determine the underlying soils characteristics. We anticipate that these explorations will take up to two (2) days to complete.
 - a) The borings will be observed and logged by an engineer or geologist. Soil or rock samples will be obtained from the explorations per the SEP. Traffic control for borings that are located within public rights of way will include a single lane closure for low speed. We anticipate that one of the proposed borings will be located at the relocation of the check valve replacement and the other two will be located within private property.
 - b) LAI will install a 2-inch diameter groundwater monitoring piezometer within the proposed boring at the check valve vault to monitor and assess the groundwater fluctuation. Data logging transducers will be installed in the monitoring piezometers to record groundwater levels. The collected water level information will be used in the geotechnical analyses to develop recommendations for dewatering and construction impacts, as appropriate. The monitoring wells will be installed outside the travel lanes, so traffic control will not be required for these site visits.
 - c) Each boring conducted through the pavement will be patched with quick drying concrete upon completion of the boring. Each boring completed on vegetation will be raked over with native material.
 - d) LAI will prepare summary boring logs and perform laboratory testing to evaluate relevant physical properties of the site soils. Laboratory testing would include moisture content, hydrometers, grain-size distribution, Atterberg Limits, and one-dimensional consolidation if necessary.
- 4) Geotechnical Design Services
 - a) Based on the borings and the laboratory test results of selected samples, LAI will estimate soil/rock parameters needed to evaluate the effects the subsurface conditions will have on the proposed improvements.
 - b) LAI will interpret the subsurface conditions and develop subsurface profiles and cross-sections at each crossing, as needed. These cross-sections will show near surface soil conditions and will be provided in the geotechnical report.
 - c) Based on the soils encountered along the alignment, LAI will determine the Site Class for seismic design. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Specifications for Road and Bridge.
 - d) LAI will work with the design team to develop conceptual options for mitigating the anticipated settlement of soils at the project site.
 - e) LAI will evaluate the subgrade soil conditions and groundwater conditions to determine the recommendations associated with the excavation of utility trenches for the proposed improvements. These recommendations will include design of trench wall shoring and anticipated dewatering rates, if applicable. A detailed groundwater model type dewatering assessment is excluded.

- f) LAI will prepare a draft geotechnical engineering report for the project. This report will contain the results of the geotechnical engineering investigation, including description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; summary boring logs; and laboratory test results. The report will provide geotechnical recommendations for each of the proposed improvements.
- g) LAI will finalize the geotechnical report to address review comments from design team and the City.
- h) LAI will attend up to two (2) 1-hour project team meetings to discuss project specifics with representatives of the design team and the City.
- i) LAI will conduct a plan review at the 60 and 90 percent milestones to ensure that the geotechnical aspects of the project have been properly incorporated into the project plans.

Deliverables:

- 1) One electronic copy (Adobe PDF format) of the draft and final Geotechnical Report.

Assumptions:

- 1) The proposed construction work will not extend into a critical area or critical area buffer.
- 2) The property owners at Sunwood Condo property and the Ladera-Heatherwood Apartments property will allow geotechnical investigation, including soil borings, within their properties.
- 3) Obtaining rights-of-entry will be needed for, and will be sufficient for, performing geotechnical field investigation within the Sunwood Condo property and the Ladera-Heatherwood Apartments property, whether in or adjacent to existing or proposed easement areas and the City will assist the Consultant to obtain the right of entry.
- 4) Drilling will be accomplished during normal daylight workdays and hours, with at least a minimum 6 hours available per day for on-street work.
- 5) The geotechnical explorations proposed herein are not designated to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to Consultant.
- 6) All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor. Extra payment for removal and disposal of contaminated drilling spoils, if any, will be made from Management Reserve Funds and/or contract amendment.
- 7) LAI will be responsible for all post drilling clean up.
- 8) Any standpipe monitoring wells installed as part of this investigation will be maintained throughout design. Monitoring wells will be abandoned by the Consultant's drilling Contractor, in accordance with Ecology requirements at no cost to Consultant.
- 9) No Phase 1 or Phase 2 Environmental Site Assessment will be completed by Consultant.
- 10) All geotechnical borings conducted through the pavement will be patched with quick setting cement. Saw cutting of the pavement or hot mix asphalt patches will not be completed.
- 11) No cement concrete pavement is present below the surface asphalt, and therefore coring will not be required prior to drilling the proposed borings.
- 12) SEP boring locations will be field located using handheld GPS and measurement from existing known features. The borehole locations will not be surveyed by Consultant.
- 13) Utility locates, via the One-Call Utility Locate Center, will be comprehensive and accurate enough to allow reliable and safe location of borings. Vacuum extraction of borings is not included.
- 14) Soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet to a depth of 20 feet and at intervals of 5 feet to the depth of termination.

- 15) Pavement analysis/design is not part of this scope. All pavement repairs will match existing pavement conditions.
- 16) Infiltration analysis/recommendations are not anticipated. No PIT tests or EPA falling head (percolation) tests will be completed as part of this scope of work.
- 17) Following finalization of the geotechnical report, all soil samples will be disposed. Long-term storage of soil samples by the Consultant is not included.
- 18) Geotechnical assessment and design for trenchless construction and for earthquake resistant ductile iron pipe (ERDIP) is not included.

Meetings:

- 1) Up to two (2) virtual meetings with project team and City.

Task 750: Arborist Services – This task will be used to perform arborist services in support of the project.

SC

City Responsibilities:

- 1) Obtain rights-of-entry for Arborist to perform field visits on private properties.

Work Tasks:

- 1) Arborist to perform field investigation to assess potential impacts to mature trees for work in close proximity of mature trees within public rights-of-way or easements.
- 2) Provide written report of findings and recommendations for mitigating potential construction impacts to mature trees.
- 3) Participate in up to two (2) total meetings (2-hours each, including travel) with affected property owners.

Deliverables:

- 1) One electronic copy (Adobe PDF format) of the draft and final Arborist Report.
- 2) Meeting notes for meetings with property owners.

Assumptions:

- 1) Obtaining rights-of-entry will be needed for, and will be sufficient for, performing arborist field investigation within the Sunwood Condo property and the Ladera-Heatherwood Apartments property, whether in or adjacent to existing or proposed easement areas.
- 2) Property owners are willing to grant rights-of-entry to Consultant to perform field investigation.

Meetings:

- 1) One (1) virtual meeting, up to one-hour, with City to discuss findings and issues.
- 2) Up to two (2) meetings, up to 2-hours each, on-site with property owners and/or others.

Task 800: Easement Acquisition Assistance– This task will be used to obtain temporary construction easements and permanent easements for water main construction across the Sunwood Condo property and up to two other properties as required.

BHC, KPG, ABS

City Responsibilities:

- 1) Make initial contact with property owners and assist Consultant efforts to obtain rights-of-entry for utility locates, site survey, design and property appraisal.
- 2) Provide contact information for property owners/property managers to the Consultant.
- 3) Provide easement conditions and forms suitable for recording with the King County Assessor.
- 4) Provide copies of Title Reports or reimburse Consultant for purchase of title reports.
- 5) Provide legal interpretation of conditions for existing and proposed water and utility easements.
- 6) Execute and submit required documents to King County for easement recording and pay recording fees.

Work Tasks:

- 1) Identify easement areas required for construction, operation, access, and maintenance of watermain improvements.
- 2) Provide appraisal services for City-acquisition of up to three (3) easement areas.
- 3) Develop visual aides (drawings and maps) showing location, configuration and nature of proposed water system improvement and associated construction impacts.
- 4) Develop draft and final written correspondence with property owners.
- 5) Participate at meetings with property owners and City staff and develop meeting notes.
- 6) Develop the following easement exhibits for each water easement, up to three (3), suitable for recording with King County Assessor:
 - a) Easement Legal Description
 - b) Easement Map

Deliverables:

- 1) One electronic copy (Adobe PDF) of each set of easement exhibits.
- 2) One electronic copy (Adobe PDF) of each appraisal.

Assumptions:

- 1) One new water easement at the Sunwood Condo property is known to be required.
- 2) Up to two other easements may be required.
- 3) Budget for the work tasks associated with the existing Sunwood Condo property water easement will be paid under the base contract budget. Budget for the work tasks associated with acquiring other water easements, if any, is contingent and will be pre-authorized by the City and funded from the Management Reserve Fund.
- 4) Development of up to three letters may be required.
- 5) Participation in up to 2 meetings with property owners may be required.

Meetings:

- 1) Up to one (1) one-hour virtual meeting with City for each proposed easement.
- 2) Up to two (2) meetings (virtual and/or physically on site), each up to two hours, with property owners for each proposed easement (total of up to 6 meetings).

Task 900: Engineering Services During Construction – This task will be used to support the City during project construction.

BHC

City Responsibilities:

- 1) Perform required construction management, administration, and observation.

- 2) Schedule and host pre-construction meeting.
- 3) Review and comment on Consultant's draft agenda for pre-construction meeting.
- 4) Communicate with City inspector and contractor to determine agenda items for weekly construction meeting.
- 5) Written requests to Consultant to review submittals including an electronic pdf copy of the submittals to be reviewed.
- 6) Written requests to Consultant to develop written responses to information requested by the contractor.
- 7) Schedule and lead weekly construction meetings.
- 6) Perform weekly review and assessment of Contractor's as-built drawing markups, including perform field measurements and develop required notes and sketches/drawings. Develop redlined drawings that reflect the modifications to the design drawings that were made during construction and furnish supplemental information and/or clarifications as requested by the Consultant. Furnish redline markups to Consultant for development of construction record drawings.
- 7) Review Consultant's drafted drawing submittals for completeness. Written review comments on the draft construction record drawings (CRDs).
- 8) Provide all construction inspection and management services.

Work Tasks:

- 1) Prepare pre-construction meeting agenda and lead pre-construction meeting. Prepare and distribute meeting notes to attendees.
- 2) Review up to five (5) sets of Contractor submittals (three original set plus up to two resubmittal sets) as requested by the City.
- 3) Respond to up to five (5) written requests for information (RFI).
- 4) Lead up to thirteen (13) weekly construction meetings. Consultant will prepare brief agenda (with City input) to be sent out to attendees via email.
- 5) Perform up to three (3) construction site visits, each up to four hours (includes travel time), to address construction questions or to observe construction activities.
- 6) Prepare draft and final CRDs of the as-constructed improvements.

Deliverables:

- 1) Electronic copy (pdf) of meeting agenda and meeting notes.
- 2) Electronic copy (pdf) of written review comments on submittals received from the City.
- 3) Written response to each RFI received from the City.
- 4) Written field reports after each site visit.
- 5) Draft and final CRDs to the City consisting of AutoCAD and PDF files.

Assumptions:

- 1) In response to contract document requirements, the construction contractor will submit required material submittals in no more than 3 sets – material submittals will not be submitted individually or in a series of partial submittal sets exceeding three. Resubmittals will also be submitted as no more than two sets and not individually or in a series of partial submittal sets exceeding two.
- 2) The City will address most RFIs and only request input from the Consultant as needed.
- 3) Up to two site visits during construction, each lasting approximately four (4) hours, including travel time, is included to address potential construction concerns that cannot be resolved via the RFI process.
- 4) Weekly construction coordination meetings with the contractor will be virtual meetings. Construction meeting notes will be brief summaries of decisions or key issues.

- 5) Consultant will not be required to prepare a Construction Completion Report. If required, the report will be prepared by the City.
- 6) The City will provide “redlined” drawings that reflect the changes to the design that were made during construction. The Consultant will prepare draft and final versions of the CRDs based on its interpretation of the City-furnished redline markups and City-provided review comments.
- 7) Consultant does not have independent knowledge of the as-built condition and is solely reliant on the information provided to Consultant by the City and/or its agents and the Consultant assumes no responsibility or liability for the accuracy of the CRDs.
- 8) Consultant will not make field visits to clarify, verify, or complete as-built information supplied by City inspection personnel.
- 9) No additional drawing sheets will be created for the CRDs.
- 10) Submittals of record drawings will only require one revision cycle between the City and Consultant prior to completion.
- 11) Record drawings will not be developed for drawing sheets consisting of City standard details.
- 12) Unless survey coordinates or dimensions from surveyed objects are furnished to the Consultant, record drawings will show approximate locations of constructed utilities and will not reflect actual locations.
- 13) Budget for construction site-visits by LAI to observe work within “areas of potential geologic instability” will be authorized by the City from the Management Reserve Fund.
- 14) Budget for construction site-visits by SC to observe work within tree protection areas will be authorized by the City from the Management Reserve Fund.

Meetings:

- 1) One (1) preconstruction meeting, virtual or at City offices.
- 2) Up to 13 weekly virtual construction coordination meetings.

Task 999 – Management Reserve Fund – This budget is reserved as a contingency fund for potential additional services that may occur during the work and will be used to facilitate additional work, including contingent items of work, without the need for a contract amendment. Based on discussions with the City, the fund budget has been set at \$47,000.00. Potential activities include:

City

- 1) Developing and submitting a Tree Removal Permit application.
- 2) Preparing additional easement exhibits (exceeding one per Task 800).
- 3) Assisting City acquisition of additional temporary construction and/or permanent water easements (exceeding one on the Sunwood Condo property per Task 800).
- 4) Performing additional quantity of design, permitting and public outreach services (exceeding quantities and scope described in tasks 400, 500 and 600).
- 5) Performing additional quantity of construction phase support services exceeding quantities and scope described in Task 900.
- 6) Performing construction site-visits by SC to observe work within tree protection areas or as otherwise requested by the City.

City Responsibilities:

- 1) Provide written authorization for performance of additional services.
- 2) Authorize use of the Management Reserve funds for additional services.

Work Tasks:

- 1) Work tasks as negotiated between City and Consultant and as further authorized by the City.

- 2) Document the scope and budget changes in the Change Management Log.
- 3) Completion of additional design services as authorized by the City. This will include the development of scope and budget proposals for the additional design services as requested by the City.

Deliverables:

- 1) As defined in the associated task descriptions and/or as described in the additional design services scope/budget.

Assumptions:

- 1) The budgets shown in Exhibit B for the Management Reserve Fund tasks are preliminary and intended only to provide justification for the size of the Management Reserve Fund. A scope and fee request will be developed and submitted to the City for work to be funded from the Management Reserve Fund. The City will approve the additional work scope and pre-authorize a budget transfer from the Management Reserve Fund to the associated Task budget. The Management Reserve Fund will be debited, and the Task credited in equal amounts and the total authorized contract amount will not change for additional work scope funded through the Management Reserve Fund.
- 2) Scope and fee requests funded from the Management Reserve Fund will be considered a change to the contract scope and budget and not a contract amendment. Changes to the contract scope and budget will be issued in writing by the City and documented in the Change Management Log.
- 3) The budget within the Management Reserve Fund may not be adequate to cover additional scope of work. If not adequate to cover the additional scope of work, a contract amendment will be issued to increase the total contract amount.

Meetings:

- 1) Meetings will be as described in the associated task descriptions and/or as described in the additional design services scope/budget.

Services not Included

The following services are not a part of this agreement. If the City chooses to add one or more of the following services to this Scope of Design Services, then a contract change or a contract amendment that addresses the additional required compensation as well as an appropriate extension of time will be necessary. These excluded services include, but are not limited to the following:

- 1) Permit investigations and applications not specifically identified in the scope.
- 2) Payment of permit fees.
- 3) Coordination with the City of Tukwila's Fire Marshall regarding review and approval of proposed improvements.
- 4) Hydraulic network analysis of the existing and/or proposed water system. The City shall be responsible for completing this analysis.
- 5) Design for trenchless construction methods, including auger bore and horizontal directional drilling.
- 6) Development of drawings and specifications for construction of earthquake resistant ductile iron pipe (ERDIP).
- 7) Pavement analysis and design.
- 8) Underground utility potholing to verify location and depth of existing utilities.
- 9) Distributing bid/contract document sets to prospective bidders, receiving bids, preparing the bid tabulation, reviewing apparent low bidder references, and preparing recommendation for contract award.
- 10) Procuring title reports, except for the title reports for which the City reimburses the Consultant.
- 11) Boundary surveys.

- 12) Field staking easement boundaries.
- 13) Development of design drawings for replacement of sidewalks, curb ramps, and driveway approaches except as described and budgeted in task 400.
- 14) Construction engineering services, except as described in Task 900.
- 15) Construction observation and construction administration.
- 16) Soil testing or soil compaction testing during construction.
- 17) Construction surveying and staking.

Budget

The Work performed by Consultant and its sub consultants will be invoiced to the City on a time and materials (T&M) basis based on the rates sheets attached to Exhibit B. The Consultant will not exceed the approved project budget without the written approval of the City. The Consultant may reallocate budget between tasks, except for contingent tasks. The Consultant will not utilize contingent budget without written pre-authorization from the City.

The Project not-to-exceed (NTE) budget is \$312,833.00 and is attached as Exhibit B. The City agrees to allow the Consultant and its sub-consultants to adjust rates charged to the City on an annual basis in January of each year, including in January 2022.

Project Design Phase Schedule

The project design phase schedule (Baseline Schedule) milestones are shown below and are based on a notice to proceed (NTP) date of March 3, 2022. Receipt of NTP or any significant changes to the project after March 3, 2022 may result in a delay in the bid advertisement date.

Design Phase Project Milestones

Notice to Proceed	March 3, 2022
Obtain Rights of Entry	April 7, 2022
Survey Base Drawing	May 12, 2022
30% Design Submittal	July 18, 2022
60% Design Submittal	August 19, 2022
90% Design Submittal	November 25, 2022
Obtain Approved Permits	January 13, 2023
Obtain Recorded Easements	October 6, 2022
100% Design Submittal	January 24, 2023
Final Design Submittal	February 15, 2023
Bid Advertisement	February 16, 2023
Bid Opening	March 2, 2023

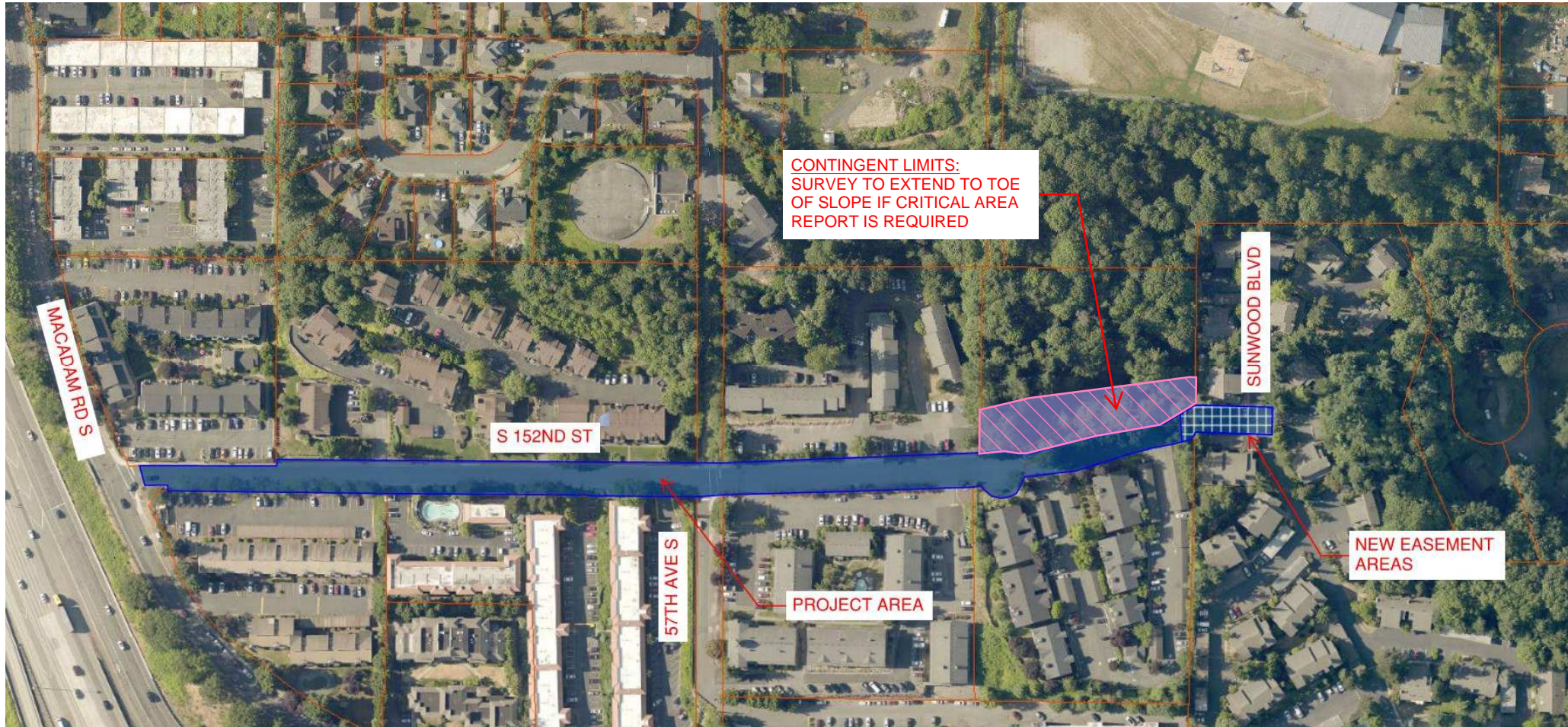
Rights of entry (ROEs) are needed on two private parcels, and maybe a third, to access the private parcels to perform utility locates and topographic survey. The project's critical path assumes ROE's can be obtained by April 7, 2022 and any delay in obtaining the ROEs past April 7, 2022, may delay the bid advertisement date by a corresponding length of time. While the project schedule includes a reasonable time allotment for the regulatory processes and easement acquisition based on BHC's historical experience in obtaining those permits, the actual time required to obtain the permits and easements includes efforts by others that are not within the Consultant's control. Therefore, delays in the schedule beyond the time frames included in the project schedule may adversely impact the bid advertisement date and as such may require the bid advertisement date to be extended as necessary.

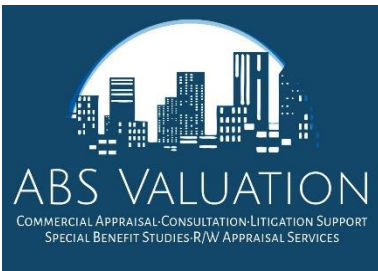
Attachments

- Exhibit A-1: Watermain Improvements Project Area Map
- Exhibit B: Consultant Project Budget

- Exhibit B1 ABS Valuation subconsultant budget
- Exhibit B2.1 Applied Professional Services, Inc subconsultant budget
- Exhibit B2.2 Applied Professional Services, Inc 2022 Rate Sheet
- Exhibit B3 KPG subconsultant budget
- Exhibit B4 Landau Associates, Inc. subconsultant budget
- Exhibit B5 Shoffner Consulting subconsultant budget

Exhibit A-1
Water Main Improvements Area Map





Corporate Office

419 Berkeley Avenue
 Suite A
 Fircrest, WA 98466
 253-274-0099 phone
 425-252-1210 fax

Smith Tower
 506 2nd Avenue
 Suite 3200
 Seattle, WA 98104
 206-209-3016 phone
 425-252-1210 fax

2927 Colby Avenue
 Suite 100
 Everett, WA 98201
 425-258-2611 phone
 425-252-1210 fax

absvaluation.com

December 15, 2021

BHC Consultants, LLC
 Madison McCrosky, P.E., Project Engineer
 1601 Fifth Avenue Suite 500
 Seattle, WA 98101

Re: Complete an appraisal before and after acquisition of utility easement rights located at 15100 Sunwood Boulevard for Tukwila S 152nd St Water Main Replacement & Extension Project, Tukwila, WA 98188. ABS Bid No. 45885.

Dear Ms. McCrosky:

We are in receipt of your request to complete an appraisal for the above referenced project. The purpose of the appraisal is to estimate fee simple market value before and after acquisition of utility easement rights. Scope of the assignment includes assemblage of pertinent market data and investigation of the environmental, economic, governmental and social forces influencing the subject property.

The appraisal report will be developed, and the report prepared in conformity with and subject to requirements of the Washington State Department of Transportation (WSDOT), Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation (USPAP), 2020-2021 Edition and the Code of Professional Ethics of the Appraisal Institute. This proposal does not include time or cost estimates for studies of hazardous materials and/or other conditions unless they are specifically itemized.

Estimated fee to complete the assignment is \$5,200. The fee is based on an estimated 30 hours at \$175 per hour and includes all expenses. Based on current workload, estimated completion time for the assignment is approximately seven to eight weeks after receiving a notice to proceed, right of way plans and any other necessary materials. Thank you for the opportunity to present this proposal. If you have any questions, please feel free to call.

Respectfully submitted,

ABS Valuation

Jim E. Dodge, Senior Associate Appraiser
 WA State Certified – General Appraiser No. 1100557



Applied Professional Services, Inc.

43530 SE North Bend Way
North Bend, WA 98045

“Solutions that exceed expectations”

Date	Project Address/Job Number:	Services Performed For:
12/6/2021	S 152 nd ST Macadam Rd S – Sunwood Blvd	BHC Consultants
	Tukwila, WA	Tim Tobin
		Tim.Tobin@bhccconsultants.com 206.940.7885

Scope of Work

- A. APS, Inc. will employ all industry and best practices to designate and mark the known conductible and/or non-conductible utilities within the project boundaries.
- B. APS, Inc. will sweep the area, after the known utilities have been marked, to attempt to identify any unknown or abandoned utilities.
- C. The project boundaries are defined by civil drawings or maps provided by the Client.

Cost Estimate

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
CONDUCTIBLE LOCATES	40	\$100.00	\$4,000.00
GPR	6	\$175.00	\$1,050.00
Total			\$5,050.00



Applied Professional Services, Inc.

2022 RATE SHEET

AIR-VACUUM UTILITY POTHOLING RATE PER-HOUR

Standard Rate (portal-to-portal)	\$315.00
Reference Map (RM) Potholing™ (portal-to-portal)	\$350.00
Night / Weekend Rate (portal-to-portal)	\$355.00
Prevailing Wage Standard Rate (portal-to-portal)	\$410.00
Prevailing Wage Overtime Rate (portal-to-portal)	\$480.00

- A (4) Hour Minimum Charge Applies

CONDUCTIBLE UTILITY LOCATING RATE PER-HOUR

Washington Locating Rate	\$100.00
Reference Map (RM) Locating™	\$120.00 (WA) \$110.00 (OR)
Washington PVC Waterline Locating	\$135.00
Oregon Locating Rate	\$90.00
Night / Weekend rate OR/WA	\$135.00

- A (1) Hour Minimum Charge Applies

STORM & SEWER INSPECTION & LOCATING – LATERAL LAUNCH RATE PER-HOUR

Standard Rate	\$220.00
Reference Map (RM) non-conductible locates™	\$240.00
Night / Weekend Rate	\$270.00
Confined Space Entry Rate (3 person crew)	\$320.00
Confined Space Entry Night / Weekend Rate	\$380.00

- A (1) Hour Minimum Charge Applies

Exhibit B2.2

GROUND PENETRATING RADAR (GPR) **RATE PER-HOUR**

Washington Standard Rate	\$175.00
Reference Map (RM) GPR™	\$195.00 (WA) \$180.00 (OR)
Oregon Standard Rate	\$160.00
Night / Weekend Rate	\$195.00

- A (1) Hour Minimum Charge Applies

CONCRETE & ASPHALT CORING (2" to 16" Cores) **RATE PER HOUR**

Standard Rate (portal-to-Portal)	\$180.00
Night / Weekend Rate (portal-to-Portal)	\$205.00

PROJECT MANAGEMENT **RATE PER-HOUR**

Project Coordination	\$100.00
Traffic control plans with TCS Stamp	\$125.00/per sheet)

MISCELLANEOUS PROJECT EXPENSES **RATE PER-HOUR**

Flagging & Traffic Control	\$Cost+10%
Police Flagging	\$Cost+10%
Permitting & Bonding	\$Cost+10%
Video Inspection Report and USB thumb drive	\$20.00 / Copy

- Normal business hours are from 5:00am-6:00pm Monday thru Friday. Hours outside of normal business hours will be charged at the specified Night / Weekend rate.
- Plastic Water locating includes PVC/Polyethylene water lines with no tracer wire. The tolerance zone for accuracy is approximately 1-2ft either side of our marks.

Exhibit B3

**Project: BHC Consultants
 City of Tukwila
 S 152nd ST WATERMAIN REPLACEMENT & EXTENSION PROJECT
 Survey and Base Mapping
 December 2021**

	Labor Hour Estimate					Total Fee
	Survey Manager \$ 246.00	Project Surveyor \$ 155.00	Survey Technician \$ 128.00	Survey Crew II \$ 238.00	Survey Crew I \$ 186.00	Fee
Task Description						
300.1 Survey Control	1	1	4	8		\$ 2,817.00
300.2 Field Mapping	1				44	\$ 8,430.00
300.3 Utility Surveying Services		1		8	8	\$ 3,547.00
300.4 Data Reduction and Base Drawing Preparation	1		60			\$ 7,926.00
300.5 Right of Way Determination	1	16				\$ 2,726.00
300.6 Field Review and Finalize Base Drawing	1		12			\$ 1,782.00
300.7 Calculate Existing Easements		8				\$ 1,240.00
300.8 Develop Text for Right of Entry Notices	1					\$ 246.00
800.5 Legal Description and Exhibit Map Preparation (1)		3	3			\$ 849.00
Expenses (mileage)						\$ 300.00
Task Total	6	29	79	16	52	\$ 29,863.00
300.X Contingent Survey of Critical Area			5	10		\$ 3,020.00
800.X Legal Description and Exhibit Map Preparation (up to 2 add'l)	1	6	6			\$ 1,944.00
Task Total	1	6	11	10	0	\$ 4,964.00

Total Estimated Fee: \$ 34,827.00

KPG

Exhibit B4
Landau Associates, Inc.
Subconsultant Budget

Scope Items	Principal	Senior	Staff	CADD	Project Coordinator	Totals	Total Labor Costs
Task 700 Geotechnical Services							
Project Management		8			8	16	\$2,720
Utility Locates, SEP, Traffic Control Plan	1	4	12			17	\$2,885
Field Exploration and Site Recon		4	20			24	\$3,760
Groundwater Monitoring		4	12			16	\$2,600
Geotechnical Analysis and Draft Report	4	16	24	6	6	56	\$9,620
Final Report	2	4		2	2	10	\$1,950
Meetings		2				2	\$430
60 and 90 Percent Plan Review	2	4				6	\$1,430
Construction Support		4	12			16	\$2,600
Total Task 700	9	50	80	8	16	163	\$27,995
Rate by Position	\$285.00	\$215.00	\$145.00	\$135.00	\$125.00		
Total - Labor Cost	\$2,565	\$10,750	\$11,600	\$1,080	\$2,000	\$27,995	
DIRECT COSTS							
Private Locate						\$380	
Holocene Drilling						\$9,300	
Traffic Control Signage						\$400	
Laboratory Testing						\$1,200	
Field Equipment/Transducer Rental/Mileage						\$1,100	
Total - Direct Costs						\$12,380	
Total						\$40,375	

Scope Items	Principal	Senior	Staff	CADD	Project Coordinator	Totals	Total Labor Costs
Task 650 Critical Areas Report							
Prepare Critical Areas Report	2	4	16	4	4	30	\$4,790
Total Task 650	2	4	16	4	4	30	\$4,790
Rate by Position	\$285.00	\$215.00	\$145.00	\$135.00	\$125.00		
Total - Labor Cost	\$570	\$860	\$2,320	\$540	\$500	\$4,790	
DIRECT COSTS							
Total - Direct Costs						\$0	
Total						\$4,790	

Project Total (Tasks 700 and 650)						\$45,165	
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December 14, 2021

Madison McCroskey
BHC Consultants
1601 5th Ave. Suite 500
Seattle, WA
98101

RE: Arborist Study and Report - Tukwila S. 152nd Water Main Replacement

Madison:

This proposal is provided to serve as the consulting arborist for the development project and to provide documents with information to assist in the development process as required to acquire permits from the City of Tukwila.

TASK A. SCOPE

- Conduct a site visit to gather information on the trees on the properties and those just off-site.

TASK B. DELIVERABLES

- Prepare required documents to be included in submittal. These documents include a map showing the numbers assigned to the trees, spreadsheet providing information specific to each tree and a report summarizing the findings, an impact assessment and the specified protection measures for any retained trees and replacement for removed trees. One deliverable combining all three properties. BHC will review and comment on the report. Any revisions will be added to the scope.

TASK C. PROJECT ADMINISTRATION

- This contract assumes up to 2.0 hours of project administration time coordinating with other project personnel, including meetings, for completion of the project plans and deliverables.

TASK D. MEETINGS

- Three meetings including two on site two include travel time and one virtual meeting with the City of Tukwila.

TASK E. CONSTRUCTION MONITORING

- Construction Monitoring, if necessary, will be billed at an hourly rate of \$175.00 and will include travel time from my office to the site (2 hours total for each visit).

Project Expenses

Project expenses include costs for travel, mileage, faxes, reprographics, courier services and other supplies.

AGREEMENT COMPENSATION

The proposed fees for performance of Professional Services detailed in this Agreement, based on time needed to conduct each task are as follows:

- I. Task A, B, C and D: 28 hours (Not to include construction monitoring)**
- II. Task A, B, C and D: \$4,900.00 (Not to include construction monitoring)**



INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
By: Cody Gray, Operations Manager – Fleet, Facilities & Street Maintenance
CC: Mayor Allan Ekberg
DATE: January 14, 2022
SUBJECT: Interlocal Agreement with Omnia Partners Purchasing Consortium

Issue

Sign an interlocal agreement with Omnia Partners, a public sector purchasing consortium.

Background

The City of Tukwila has been a member of the National IPA purchasing consortium for many years. In 2017, the founders of National IPA formed Omnia Partners which has since acquired additional purchasing consortiums, such as the U.S. Communities Government Purchasing Alliance.

Analysis

Being a member of a purchasing consortium provides the City of Tukwila the advantage of purchasing power and purchasing efficiencies by enabling us to obtain discounts from vendors beyond what we could accomplish separately. Omnia Partners requires an updated Interlocal Agreement on file to continue using master contracts and receiving cost benefits from our vendors. Fleet & Facilities has already examined a few existing contracts and expect a cost savings of more than \$11,000.00 annually.

Financial Impact

There is no cost for membership.

Recommendation

Council is being asked to authorize the Mayor to sign the Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement and forward to the Consent Agenda at the January 24, 2022 Special Meeting.

Attachment: Omnia Partners Master Intergovernmental Cooperative Purchasing Agreement



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**



Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date



INFORMATIONAL MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/City Engineer
By: Griffin Lerner, Public Works Budget Analyst
CC: Mayor Allan Ekberg
DATE: January 14, 2022
SUBJECT: Solid Waste Contract Status Update
Contract No. 12-027

ISSUE

The City’s contract with Waste Management (WM) expires on October 31, 2023. Due to supply chain delays, a new vendor would need at least one year lead time to procure trucks, bins and other material after the contract is signed. The City is now undergoing a request for proposals (RFP) process to ensure a smooth transition.

DISCUSSION:

Since the last update on October 25th, Staff has been working with Epicenter Services Inc. to initiate the RFP process. Staff have delivered a draft RFP and contract and received industry comments that will be addressed in the final draft. In addition, staff created a resident survey around priorities for the next contractor that has already received over 115 responses and is undergoing further analysis. Below please find a detailed timeline.

PROCESS SCHEDULE (All times Pacific Standard Time)

<u>Event</u>	<u>Time Frame</u>
Staff/Legal Review of Industry Review RFP and Contract	November 2021
Release Industry Review draft of document set	December 10, 2021
Release Resident Survey	December 27, 2021
Industry Review comments due	January 4, 2022
Resident Survey due	January 14, 2022
Release Final RFP to Known Interested Parties	February 7, 2022
First Round Proposer Questions Due	March 7, 2022 3:00 PM PST
Second Round Proposer Questions Due	March 28, 2022 3:00 PM PST
Proposals Due	April 18, 2022 3:00 PM PST
Proposal Evaluation, Interviews, Clarifications, Selection	April/May, 2022
Finalization of Contract	May/June, 2022
Recommendation to City Council, Council Process	June, 2022
City Executes Contract	July, 2022
Contractor Delivers Transition/Implementation Plan	September, 2022
Container Delivery	October, 2023
Start of Collection Services	November 1, 2023

FINANCIAL IMPACT

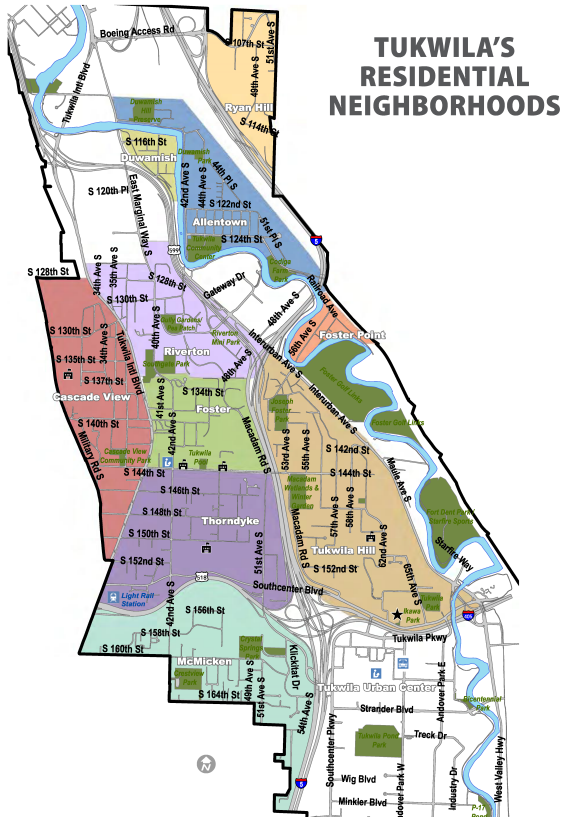
There is no financial impact since the selected vendor will reimburse the procurement costs at the end of this process.

RECOMMEDATION

Discussion only.

Attachment: Solid Waste Survey

City of Tukwila Solid Waste Collection Survey



1. What neighborhood do you live in?

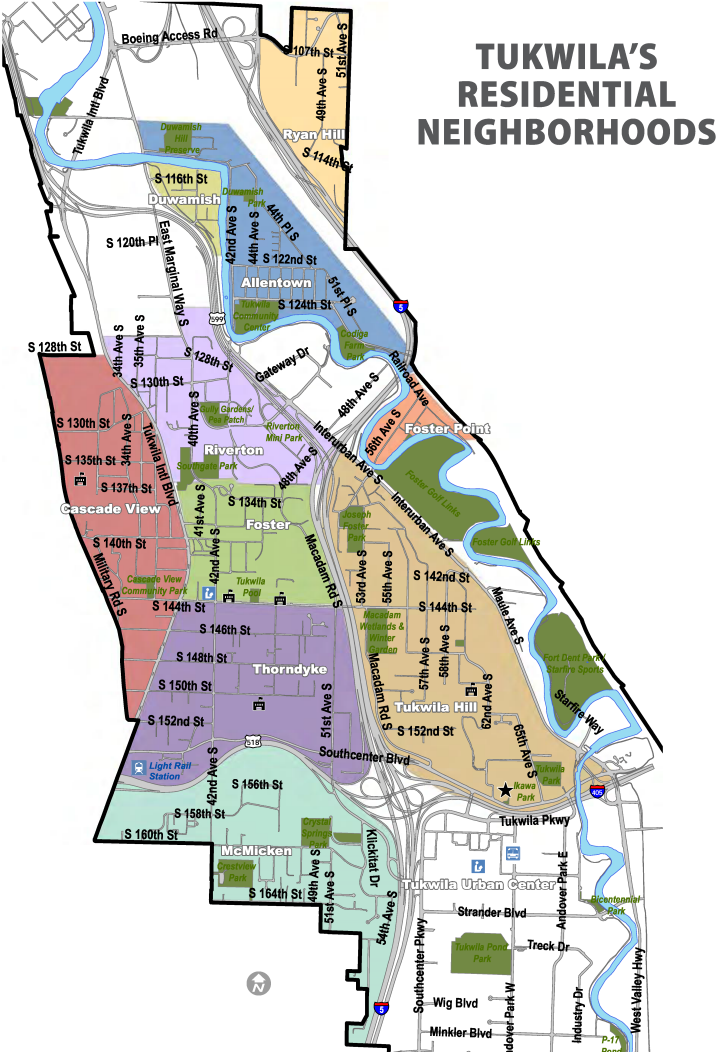
Ryan Hill

Duwamish

Allentown

Riverton

City of Tukwila Solid Waste Collection Survey



TUKWILA'S RESIDENTIAL NEIGHBORHOODS

1. What neighborhood do you live in?

- Ryan Hill
- Duwamish
- Allentown
- Riverton
- Cascade View
- Foster

Foster Point

Thorndyke

McMicken

Urban Center (Southcenter district)

Tukwila Hill

Tukwila South

Somewhere else (explain)

2. What kind of housing do you live in?

Single family home

Apartment/condo

Other

3. Please rank the order of importance in a solid waste provider.

Cost	>	1.
Reliability		
Customer Service		
Something else (include in answer to question #17)		

4. How would you prefer to access customer service for your curbside waste collection service? (For example, changing your cart size or reporting a missed pickup.) Please rank these options:

Phone	1.
-------	----

Email	➤	
Online chat		
App		

5. How frequently would you like your garbage to be collected (status quo is weekly)?

<input type="radio"/> Every week – keep it the same
<input type="radio"/> Every other week
<input type="radio"/> Other (specify)

6. How frequently would you like your recycling to be collected (status quo is bi-weekly)?

<input type="radio"/> Every other week – keep it the same
<input type="radio"/> Every week
<input type="radio"/> Other (specify)

7. How should composting incorporated into the solid waste contract?

<input type="radio"/> It should be mandatory, and everyone should receive a composting bin, even if that means a higher cost
<input type="radio"/> It should be an opt-in service
<input type="radio"/> People should address their own compost outside of the solid waste provider

8. Currently the city has a self-hauling option. This means that a resident can opt out of garbage collection and store their garbage at home until they haul their garbage to the transfer station. Should this continue in the next contract?

<input type="radio"/> Yes

Yes, but only if it doesn't increase my rates

No

9. One of recycling's biggest challenges is contamination - items that aren't accepted in the blue cart. Contaminants like plastic bags and Styrofoam must be removed and disposed as garbage, which is labor-intensive and not 100% effective. Currently, residents who put an incorrect item in their recycling cart get an informational tag, then a phone call after three repeat violations. Would you support stricter enforcement of recycling rules?

I support stricter enforcement

I support stricter enforcement as long as it doesn't involve fines

The current level of enforcement sounds about right

Enforcement should be less strict than it is now

I don't have an opinion

10. Glass is difficult to manage in recycling due to breakage. When it breaks, glass shards get mixed in with paper, which makes that paper more expensive to recycle and lowers the quality of what can be made with it. If you were provided with a separate bin for recycled glass at your home, would you use it?

Yes, I would be willing to recycle glass separately

Yes, but only if it doesn't cost me more

Maybe, but I want more information

No, it would be too much work to recycle glass separately

No, I don't currently recycle glass

11. Extended producer responsibility (EPR) is a concept where manufacturers of certain products are required to pay for the end-of-life processing and recycling of the products. Examples of EPR programs already implemented in Washington State include E-Cycle Washington for electronics and Light Recycle for mercury-containing bulbs and tubes. In the future, EPR may be introduced in regular curbside recycling where the manufacturers of paper and plastic packaging will be required to provide recycling collection service to residents. What is your level of support for EPR for curbside recycling?

I am very supportive

I am only supportive if it results in a lower garbage bill

Neutral

I am not supportive of EPR for curbside recycling

I need more information

12. What items do you have trouble finding recycling or disposal options for? (check all that apply)

You can select multiple options.

Batteries

Cell phones

Computer peripherals

Computer/laptop

Mercury-containing light bulbs/tubes

Motor oil

Oil-based and latex paint

Styrofoam

Televisions

I don't have any trouble finding recycling or disposal options

Other (specify)

13. What items do you keep separate from for drop-off recycling?

Styrofoam

Plastic bags

Batteries

Personal electronics

I don't keep items for drop off recycling

14. What other curbside / complex garbage, recycling, and food+yard waste collection services or events would you be interested in the City providing? Answer below:

15. In what language would you prefer to receive information about recycling events and services?

English

Spanish

Somali

Vietnamese

Other

How would you like to receive information about garbage, recycling, and compostables collection services? Check all that apply:

You can select multiple options.

City website

Email

Facebook

Nextdoor

Twitter

Instagram

Postcard or mailer

Insert with utility bill

Text message

Other (specify)

17. Do you have any other suggestions or feedback you'd like to share about your ideal garbage, recycling, and compostable collection services?



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 CC: **Mayor Allan Ekberg**
 DATE: **January 14, 2022**
 SUBJECT: **Allentown Neighborhood Projects Updates**
Project No. 99510409

ISSUE

Information update regarding the status of projects in the Allentown neighborhood, including responses to recent public comments.

BACKGROUND

At the January 3, 2022 Council meeting, residents provided public comments regarding various Allentown projects and issues. Allentown is a community annexed into Tukwila in the 1980’s from unincorporated King County. Since the incorporation into Tukwila, several improvements were undertaken in the Allentown neighborhood. Please see Attachment A regarding the neighborhood projects undertaken; with notable projects being water, sewer, and small drainage projects, and sidewalks on 42nd Ave S, for a total cost of approximately \$33,900,000 between 1989 and June of 2021. Attachment A also includes projects and expenses for all Tukwila neighborhoods to highlight work completed throughout the City and illustrate how funds are being allocated. Various guardrail projects were also completed along the river in Allentown, which are highlighted in Attachment B.

The City has been considering access alternatives for the trucks since the late 1990’s. No preferred alternative route has been selected. The goal of an alternative route has always been to improve the quality of life for residents in the Allentown and Duwamish communities, and the surrounding areas, which are impacted by the estimated 3,000 trucks per day (of the total 10,000 vehicles per day) which use the current route (status quo) on S. 124th St. and the 42nd Ave. S. bridge to access the BNSF intermodal yard. These trucks impact air quality, noise, and the safety of residents. A common goal shared by the City and community is to move this truck traffic out of the residential area. Selecting and creating an alternative route into the BNSF intermodal yard has several challenges due to overall costs, lack of funding options for an alternative route, environmental concerns, and potential litigation.

Preparation of an Environmental Impact Statement (“EIS”) on all four alternative routes as compared to the status quo / “no action” alternative is recommended prior to choosing a preferred route. An EIS is intended to be an impartial tool to identify and analyze probable adverse environmental impacts, reasonable alternatives, and possible mitigation for the impacts. An EIS is required when significant adverse environmental impacts are likely from a project, such as here, where two of the alternatives involve a new bridge across a salmon bearing river. If a full scope EIS is undertaken, all the alternatives in the 2016 Draft BNSF Access Study would be analyzed, including the following four alternatives along with the status quo (S. 124th St. and 42nd Ave. S. bridge).

1	Airport Way S.	3	Gateway Drive - north leg
2	S. 112 th Street	4	48 th Avenue S.

Map of the study area and alternatives routes



Environmental Elements Considered for EIS Analysis

- | | | |
|-------------------------------|---------------------------|--|
| 1. Earth | 7. Environmental Health | 13. Historic and Cultural Preservation |
| 2. Air | 8. Land and Shoreline Use | 14. Transportation |
| 3. Water | 9. Housing | 15. Public Services |
| 4. Plants | 10. Aesthetics | 16. Utilities |
| 5. Animals | 11. Light and Glare | |
| 6. Energy & Natural Resources | 12. Recreation | |

Scoping is the first step in the EIS process. The purpose of scoping is to narrow the focus of the EIS to significant environmental issues, eliminate insignificant impacts from detailed study, and identify alternatives to be analyzed in the EIS. Scoping also provides notice to the public and other agencies that an EIS is being prepared and initiates their involvement in the process. The result of the scoping process might be a reduced number of access alternatives and/or environmental elements to be studied. While a narrower document will reduce costs, one that does not fully consider environmental impacts may be more vulnerable to legal challenge.

EIS Schedule

Staff outlines the following schedule:

3 rd Quarter of 2021	Identify Project Funding
3 rd and 4 th Quarter of 2021	Hire Term-Limited Project Manager
4 th Quarter of 2021	Begin monthly progress meetings with the Allentown Community
1 st Quarter of 2022	Start Request for Qualifications process for EIS consultant, select consultant, and bring contract to Council for approval
2 nd Quarter of 2022	Start the EIS
4 th Quarter 2023	Complete the EIS and report to Council and the Allentown Community

42nd Ave S Bridge

In addition to the above projects, a significant amount of work has been done on the 42nd Ave S Bridge, including inspections, maintenance, and repairs, 30% design, and a Type Size & Location (TS&L) report. Please see Attachment F for more detailed information and expenses related to this project.

DISCUSSION

Due to the recent 42nd Ave S Bridge impact and repairs, various concerns were expressed via public comment and e-mail regarding Allentown projects. Staff captured the questions in Attachment C and have provided answers to the questions that can be immediately answered. The remaining questions require further research and additional answers will be brought forward at future meetings, including the available options to open the bridge to traffic. Conversations with Council regarding Allentown projects will continue.

Since the beginning of the 42nd Ave S Bridge Replacement project, the City has been in communication with the Allentown neighborhood.

Allentown Communications Timeline

Date	Activity	Activity Purpose
2021		
March 22, 2021	Transportation & Infrastructure Committee	Truck reroute history and next steps
March 30, 2021	Virtual Allentown Meeting	Residential feedback on 42 nd Ave S Bridge replacement
May 4, 2021	Virtual Allentown Meeting	Community planning for Open House
May 24, 2021	Transportation & Infrastructure Committee	Truck reroute EIS process and next steps
May 26, 2021	Virtual Allentown Meeting	Community planning for Open House

Date	Activity	Activity Purpose
June 14, 2021	Committee of the Whole	Truck reroute EIS process and next steps
July 12, 2021	Transportation & Infrastructure Committee	Request to move forward with EIS for truck reroute
July 14, 2021	Allentown Open House	Provide information and updates on Allentown projects
September 15, 2021	42 nd Ave S Bridge Gallery of Designs	Residential feedback on 42 nd Ave S Bridge design elements
November 23, 2021	Allentown Truck Reroute Kick-Off Meeting	Discuss common goals and updates for truck reroute
December 15, 2021	42 nd Ave S Bridge Impact E-mail	Provide emergency communications regarding 42 nd Ave S Bridge impact
December 27, 2021	Allentown Truck Reroute E-mail Update (in lieu of meeting)	Provide updates on EIS manager hiring and 42nd Ave S Bridge repairs
2022		
January 10, 2022	Committee of the Whole Meeting	Provide updates on 42 nd Ave S Bridge impact repairs
January 18, 2022	Transportation & Infrastructure Committee	Provide information and updates on Allentown projects
January 24, 2022	Committee of the Whole Meeting	Provide information and updates on Allentown projects
January 25, 2022	Allentown Truck Reroute Meeting	Provide updates on EIS manager hiring and 42nd Ave S Bridge repairs
February 7, 2022	Committee of the Whole Meeting	Provide updates on 42nd Ave S Bridge TS&L report
February 22, 2022	Allentown Truck Reroute Meeting	Provide updates on truck reroute and 42nd Ave S Bridge TS&L report

During these communications and meetings, the City developed shared common goals and guiding principles between the Allentown community and the City. Please find the shared common goals and guiding principles in Attachment D and the monthly meeting schedule in Attachment E. The next Allentown Community meeting is scheduled to take place on January 25, 2022 at 5:30pm. The meeting will be a virtual meeting due to the current Covid-19 restrictions.

RECOMMENDATION

Discussion only.

Attachments: Attachment A- Neighborhood Project Costs (1989-current)
Attachment B- Allentown Guardrail Projects
Attachment C- Questions & Answers (working document)
Attachment D- Common Goals and Guiding Principles
Attachment E- Allentown Monthly Meeting Calendar
Attachment F- 42nd Ave S Bridge

TUKWILA'S RESIDENTIAL NEIGHBORHOODS



Allentown/Duwamish/Foster Point Projects and Expenditures 1989 - 2021

	Expenditures
1989	Annexed into the City, took over Water District 25 and Fire District 1
	56th Ave S Bridge to Foster Point
1993	King County Metro Sewer Capacity line
1994	EMW Water, served fire flow and water pressure in Allentown
	Pave Pamela Dr, S 133rd St Overlay & Drainage, 56th Ave S Ped Path
	\$ 129,000
1996	Allentown Water/Sewer/SWM Sewer Phase I
	\$ 7,500,000
1996	Tukwila Community Center built
	\$ 4,100,000
1996	Street Improvements, curb, gutter, sidewalk on S 124th St to 42nd Ave S
	\$ 500,000
1997	1997 Small Drainage Program - S 124th St/51st Place S
	\$ 20,000
1998	1998 Small Drainage Program - 43rd Ave S
	\$ 40,000
1999	1999 Small Drainage Program - S 129th St
	\$ 20,000
2001	Duwamish Improvements Water & SWM
	\$ 1,068,432
	<i>Included sidewalks and No Parking, PWTF loan 2002 to 2021</i>
	<i>(Valley View spent \$1,047,148.70 for a total of \$2,115,580.63)</i>
2005	2005 Small Drainage Program - 45th Ave S
	\$ 60,000
2007	2007 Small Drainage Program - S 116th St
	\$ 100,000
2007	2007 Small Drainage Program - 47th Ave S
	\$ 150,000
2007	Allentown/Foster Point Water/Sewer/SWM Sewer Phase II
	\$ 2,274,384
	<i>Sidewalks on 42nd Ave S and guardrail on river</i>
	\$ 5,431,369
	<u>\$ 1,071,541</u>
	\$ 8,777,295
2009	Allentown Storm Water Pump Station
	\$ 421,129
2011	2010-11 Small Drainage Program - 44th Ave S
	\$ 174,636
2011	2010-11 Small Drainage Program - S 122nd St - Pipe Lining
	\$ 94,800
2017	42nd Ave S Roadside Barriers (<i>wood barrier along river</i>)
	\$ 192,532
2015	Overlay and Repair on S 124th St
	\$ 260,000
2014-2016	BNSF Intermodal Access Study
	\$ 241,000
2016-2018	S 119 th St Ped Bridge (<i>repair failing girder tops & non-skid deck</i>)
	\$ 120,000
2018	42 nd Ave Bridge load ratings & truck checks for BNSF and Baker Commodities
	\$ 50,000
	<u>\$ 411,000</u>
2020	Tukwila Community Center Residing Project
	\$ 111,290
2021	2020-21 Small Drainage Program - 48th Ave S
	\$ 33,866
2021	2020-21 Small Drainage Program - 49th Ave S
	\$ 24,735
2021	2020-21 Small Drainage Program - S 124th St
	\$ 20,943
2021	2020-21 Storm Water Quality Retrofit Program - East Marginal Way S
	\$ 53,470
2021	42nd Ave S Bridge Replacement - Design
	\$ 311,320

2021	BNSF Intermodal Access Study	\$	32,000
	Subtotal	\$	<u>24,606,447</u>
2003-2018	Duwamish Hill Preserve	\$	3,673,915
2006-2018	Duwamish Gardens	\$	5,611,661
	Total with Parks	\$	<u>33,892,023</u>

Ryan Hill Projects and Expenditures 1989 - 2021

		Expenditures
1989	Annexed into the City, took over SPU Water in 1996	
1990	1990 Annual Overlay- 109th, 111th	\$ 85,000
1993	1993 Annual Overlay- 47th Ave S from Ryan way to NCL.	\$ 180,000
1996	Ryan Hill Waterline Improvements, drainage and overlay	\$ 513,000
2001	2001 Small Drainage Projects - S 114th Street	\$ 105,000
2001	2001 Small Drainage Projects - S 107th Street	\$ 60,000
2002	2002 Small Drainage Projects - Ryan Way S	\$ 75,000
2004	2004 Annual Overlay- Ryan Way S	\$ 300,000
2012	2012 Small Drainage Program - 47th Ave S	\$ 106,869
2012	2012 Small Drainage Program - S 107th St	\$ 146,119
2012	2012 Small Drainage Program - 49th Ave S	\$ 51,100
2012	2012 Small Drainage Program - S 114th St	\$ 38,473
2014	2014 Annual Overlay- Beacon Ave S, 49th Ave, S 107th, S 114th	\$ 520,000
2015-2019	Beacon Ave S Bridge (new deck and seismic retrofit)	\$ 1,186,928
2020	Martin Luther King Jr Wy S Water Main	\$ 19,008
Total		\$ <u>3,386,497</u>

Tukwila Hill Projects and Expenditures 1989 - 2021

		Expenditures
1990	North Hill Reservoir and Pump Station - 57th Ave S	\$ 3,800,000
1991	S 150th St (Macadam Rd to 55th Ave S)	\$ 128,000
1999	1999 Small Drainage Program - 53rd Ave S Drainage Improvements	\$ 15,000
2000	2000 Small Drainage Program - 58th Ave S/59th Ave S Alley	\$ 150,000
2000	2000 Small Drainage Program - 56th Ave S/ S 147th St	\$ 15,000
2000	2000 Small Drainage Program - 53rd Ave S/S 139th St	\$ 15,000
2001	2001 Small Drainage Program - Macadam Road Stairs	\$ 15,000
2001	2001 Small Drainage Program - S 138th St	\$ 25,000
2002	2002 Small Drainage Program - 57th Ave S	\$ 15,000
2002	2002 Small Drainage Program - 65th Ave S	\$ 25,000
1989-2003	Interurban Ave S Bridge Widening & Trail Bridge	\$ 1,887,000
2003-2015	Fort Dent Park (from CIP Park page, 32)	\$ 2,017,000
2004-2007	Macadam Winter Garden	\$ 424,000
2007	2007 Small Drainage Program - 65th Ave S	\$ 20,000
2008	2008 Small Drainage Program - S 149th St & S 150th St	\$ 175,000
2012	2012 Small Drainage Program - S 142nd St	\$ 75,000
2017	2017 Small Drainage Program - 58th Ave S	\$ 104,000
2005-2017	Interurban Ave S (S 144rd St to Fort Dent)	\$ 12,934,588
2018	2018 Overlay & Repair - Southcenter Blvd	\$ 750,000
2018	Grady Way Bridge Seismic Repairs	\$ 354,214
2015-2019	53rd Ave S Road, Water, Sewer, & SWM	\$ 9,250,000
2020	53rd Ave S	\$ 424,475
2020-2021	Macadam Rd S Water Upgrade	\$ 55,502
2020-2021	Interurban Ave S Wetland Monitoring	\$ 1,807
2021	2020-21 Small Drainage Program - 57th Ave S	\$ 464
2021	Stormwater Quality Retrofit - Interurban Ave S & 141st ST	\$ 53,479
Total		\$ <u>32,729,530</u>

McMicken Projects and Expenditures 1989 - 2021

		Expenditures
1989	51st Ave S (S 160th St to S 166th St)	\$ 560,000
1993	South 160th Street (42nd Ave S to 51st Ave S)	\$ 1,100,000
1994	South 160th Street (51st Ave S to 53rd Ave S)	\$ 500,000
1994	Slade Way Overlay and Pedestrian Path	\$ 25,000
199X	53rd Ave S (Klickitat to Slade Way)	\$ 450,000
199X	42nd Ave S Pedestrian Path (S 154th St to S 160th St)	\$ 85,000
199X	51st Ave S & S 158th St c/g/sw/ug	\$ 325,000
1994	Crystal Springs Park	\$ 567,000
199X	Crestview Park	\$ 90,000
199X	Klickitat Drive LTL and raised Pedestrian Path	\$ 525,000
2000	2000 Small Drainage Program - Loop Drainage - Site 1 (Outfall)	\$ 104,067
2000	2000 Small Drainage Program - Loop Drainage - Site 2 (47th Ave S/ S 156th St)	\$ 142,500
2001	2001 Small Drainage Program - 54th Ave S	\$ 168,572
2003	2003 Small Drainage Program - Loop Drainage Phase 2	\$ 190,029
2004	2004 Small Drainage Program - Loop Drainage Phase 3	\$ 136,930
2007	2007 Small Drainage Program - S 162nd St	\$ 51,114
2014	I-5/Klickitat Dr - Unstable Slope/Elevated Walkway (Grant funded)	\$ 286,001
2016	Crystal Springs Emergency Surface Water Repair	\$ 475,924
2016	S 160th St Speed Cushion Pilot Project	\$ 47,237
2017	2017 Small Drainage Project - 48th Ave S	\$ 338,646
2019	42nd Avenue S Phase III/Gilliam Creek Culvert Replacement Project <i>Majority of 42nd Ave S Phase III (from SR-518 to S 160th St), no Gilliam Creek</i>	\$ 10,537,780
2020	42nd Ave S Phase III	\$ 394,735
2020	2020 Overlay & Repair - 54th Ave S & 158th ST	\$ 500,363
2021	2020-21 Small Drainage Program - S 166th ST	\$ 22,730
2021	2020-21 Small Drainage Program - Klickitat Dr	\$ 19,434
Total		\$ <u>17,643,063</u>

Thorndyke Projects and Expenditures 1989 - 2021

		Expenditures
1989	51st Ave S Bridge	\$ 1,791,000
	51st Ave S Pedestrian Path and Drainage	\$ 50,000
	S 150th St Pedestrian Path (42-48)	\$ 30,000
	N Gilliam Creek	\$ 50,000
	Gilliam Creek	\$ 55,000
	46th Ave S Pedestrian Path (S 148th St - S 150th St)	\$ 59,000
	S 148th St Pedestrian Path (TIB - 42nd Ave S)	\$ 82,000
	S 150th St Pedestrian Path (TIB - 42nd Ave S)	\$ 69,000
	S 152nd St Pedestrian Path (TIB - 42nd Ave S)	\$ 39,000
	42nd Ave S Pedestrian Path (S 144th St - S 154th St)	\$ 80,000
1997	42nd Ave S Phase II (S 144th St to SC Blvd)	\$ 2,100,000
1999-2006	Tukwila International Blvd Phase I	\$ 11,075,000
	Macadam Pedestrian Path & Drainage	\$ 35,000
2001	2001 Small Drainage Program - Site 5 - S 150th St	\$ 82,507
2002	S 150th St (42nd Ave S to 46th Ave S) with new traffic signal at 42nd Ave S	\$ 1,121,835
2002	2002 Small Drainage Program - Site 2 - 37th Place S Alley	\$ 65,574
2002	2002 Small Drainage Program - Site 3 - S 154th St	\$ 22,757
2003	2003 Small Drainage Program - Site 1 - 40th Ave S	\$ 40,280
2003	2003 Small Drainage Program - Site 5 - S 154th St	\$ 49,445
2003	2003 Small Drainage Program - Site 6 - S 146th St	\$ 55,770
2005	2005 Small Drainage Program - Site 3 - 42nd Ave S	\$ 21,600
2007	2007 Small Drainage Program - Site 8 - S 146th St at 42nd Ave S	\$ 46,998
2009	2009 Small Drainage Program - Site 1 - S 146th St Drainage Improvements	\$ 150,000
2011	2011 Small Drainage Program - Gilliam Creeek Control Structure Access	\$ 68,500
2012	Thorndyke Safe Routes to School (S 150th St)	\$ 1,472,077
2012	2012 Small Drainage Program - Gilliam Creeek Inlet	\$ 135,432
2015	2015 Small Drainage Program - 51st Ave S - Roadway Culvert Replacements	\$ 76,968
2016	2016 Small Drainage Program - Gilliam Creek Control Structure Access Improvements	\$ 86,340
2017	2017 Small Drainage Program - S 150th St Creek Outfall	\$ 69,630
2017	Part of 42nd Ave S (from SC Blvd to SR-518) & Gilliam Creek Culvert	\$ 4,000,000
2018	South 144th St Phase II	\$ 2,871,561
2018	TIB Channelization Study	\$ 42,002
2020	Tukwila International Blvd Redevelopment	\$ 8,344
2021	Teen/Senior Intergenerational Center	\$ 10,894
2021	2020-21 Small Drainage Program - 42nd Ave S	\$ 8,419

2021 2020-21 Small Drainage Program - Thorndyke CIPP

\$ 22,676

Total \$ 26,044,610

Cascade View Projects and Expenditures 1989 - 2021

		Expenditures
1999-2006	Tukwila International Blvd Phase I	\$ 11,075,000
2001-2004	Cascade View Community Park Phase I	\$ 2,476,000
19XX	37th Avenue S Ped Path, Drainage	\$ 120,000
19XX	33rd & 34th Ave S Pedestrian Path	\$ 48,000
2003-2006	Cascade View Drainage Improvements <i>(extensive neighborhood improvements)</i>	\$ 5,092,000
19XX	32nd Ave S Overlay, c, g, sw	\$ 265,000
2006	Cascade View Park Playground Equipment Phase II	\$ 52,000
2007	S 144th St Phase I	\$ 3,100,000
2003-2011	Tukwila International Blvd Phase II	\$ 9,059,720
2003-2011	Tukwila International Blvd Phase III	\$ 7,245,890
2014	Cascade View Safe Route to Schools Phase I (School path)	\$ 547,673
2014-2019	S 144th St Phase II (Military to TIB)	\$ 2,972,751
2017	Cascade Safe Route to School Phase II (sidewalks)	\$ 1,774,905
2018	TIB Channelization Study	\$ 42,002
2019	S 140th St Intersection Improvements	\$ 263,859
2020	Tukwila International Blvd Redevelopment	\$ 8,344
2021	Teen/Senior Intergenerational Center	\$ 10,894
Total		\$ <u>44,154,039</u>

Foster Projects and Expenditures 1989 - 2021

		Expenditures
	Tukwila Pool CIP (grant funded)	\$ 1,721,543
199x	42nd Ave S Phase II (S 144th St to S 139th St)	\$ 1,850,000
2002	2002 Small Drainage Program - Site 4 - Macadam Road South	\$ 13,400
2003	2003 Small Drainage Program - Site 3 - 45th Place S.	\$ 80,101
2003-2011	Tukwila International Blvd Phase II	\$ 9,059,720
2004	2004 Small Drainage Program - Site 5	\$ 29,268
2005	2005 Small Drainage Program - Site 2 - 43rd Ave S/S 140th St/45th Ave S	\$ 98,750
2014-2019	S 144th St Phase II (Military to TIB)	\$ 2,972,751
2018	TIB Channelization Study	\$ 42,002
2019	S 140th St Intersection Improvements	\$ 263,859
2020	Tukwila International Blvd Redevelopment	\$ 8,344
2020	Tukwila Village	\$ 13,099
2021	Teen/Senior Intergenerational Center	\$ 10,894
Total		\$ <u>16,163,731</u>

Riverton Projects and Expenditures

		Expenditures
19xx	37th Ave S (change to 1-way with TIB Project)	\$ 53,000
19xx	S 128th St Overlay	\$ 45,000
19xx	35th Ave S Alley Drainage	\$ 62,000
19xx	S 130th St Pedestrian Path, Drainage, and signal	\$ 400,000
19xx	S 132nd St Pedestrian Path, Drainage, and signal	\$ 300,000
2001	Riverton Park Picnic Area	\$ 14,508
2003	South 134th Place Overlay and Drainage Project Riverton Side Channel (along SR 599)	\$ 647,961
2003-2011	Tukwila International Blvd Phase III	\$ 7,245,890
2009-2021	Riverton Creek Flap Gate Removal	\$ 2,899,316
Total		\$ <u>11,667,675</u>

Attachment B- Allentown Roadside Barrier Projects

1. **7/23/13 Committee:**

<http://records.tukwilawa.gov/WebLink/ElectronicFile.aspx?docid=72080&dbid=1>

42nd Ave S/Allentown Roadside Barrier Warrant Analysis

Staff presented and discussed the draft roadside barrier warrant analysis for 42nd Avenue South in Allentown that was prepared by KPG, Inc. Several areas of the river bank along 42nd Avenue South and South 115th Street are being recommended for guardrail or barrier installation and/or upgrades and modifications. Most of the areas analyzed in the report would benefit from beam guardrail type 31. Existing concrete barriers are recommended to be removed and replaced due to being unrestrained, their proximity to the edge of pavement, and erosion under the base. The total project cost estimate for all recommendations is \$366,480. The report also included short-term safety improvement recommendations, which are not figured into the total cost. Committee members asked clarifying questions about definitions and barrier types.

The committee packet includes a draft CIP sheet that reflects staff's proposal to spread the cost and the construction over the next six years to minimize the impact to the Residential Street Fund (103 Fund). Committee members requested that staff prepare a proposal that would reflect a compressed schedule allowing construction to be completed sooner but having more immediate financial impact. Committee Chair Kruller mentioned there are specific areas vulnerable to the illegal dumping of vehicles and requested interdepartmental efforts to combat this.

INFORMATION ONLY.

2. **11/24/14 Committee:**

<http://records.tukwilawa.gov/WebLink/ElectronicFile.aspx?docid=249703&dbid=1>

42nd Avenue South/Allentown Roadside Barrier Project Update

Staff provided an update on the 42nd Avenue South/Allentown Roadside Barrier Project, which was initiated to study guardrail and/or barrier warrants along the Duwamish River adjacent to 42nd Avenue South and South 115th Street. The goal is to prevent accidents in which vehicles go into the river, reducing illegal dumping of vehicles, and to provide additional security for large fire apparatus on narrow streets. The technical analysis is complete and the design is underway at approximately 30% completion. Several areas of the river bank are being recommended for guardrails and/or barriers as a result. Grant funding for construction of the entire recommendation has been applied for with the results expected next month. If the grant application is unsuccessful, City funds will be used to construct the improvements over multiple years. Construction of all recommended guardrail and barrier installations is currently estimated at \$299,970, with total project cost estimated at \$344,465. Four residents of the Allentown neighborhood addressed the Committee to express concerns about the obstruction of river views and other adverse impacts to the neighborhoods. They inquired about alternate safety solutions or less obstructive barriers. Staff informed Committee that any barrier that is used must be crash tested and conform to engineering standards. Following Committee discussion, Chair Ekberg requested additional community outreach and any resulting feedback as well as potential alternative designs be brought back to Committee when appropriate.

INFORMATION ONLY.

3. **4/6/15 Committee:**

<http://records.tukwilawa.gov/WebLink/ElectronicFile.aspx?docid=257617&dbid=1>

42nd Avenue South/Allentown Roadside Barrier Project Update

The 42nd Avenue South/Allentown Roadside Barrier Project was initiated to study guardrail and/or barrier warrants along the Duwamish River adjacent to 42nd Avenue South and South 115th Street. The goal is to prevent accidents in which vehicles go into the river, reduce illegal dumping of vehicles, and to provide additional security for large fire apparatus on narrow streets. The 30% design involving guardrails and Jersey barriers was presented at the November 24, 2014 Transportation Committee, and following that discussion in which four residents expressed concerns about the aesthetics of the proposal, staff was asked to return with potential design alternatives. To follow upon this request, staff reviewed the current list of Federal Highway Administration (FHWA) approved options and identified two additional options in place of the W beam guardrail: Option A, TimberBarrier wood guardrail, and Option B, timber-backed steel. Anchored concrete Jersey barrier is still proposed in certain locations where underlying utilities prohibit the installation of guardrail posts. If an alternative is desired in those locations, utilities will need to be relocated at additional cost.

The estimated costs for construction of the current 30% design is \$299,970. Since grant funding was not successful, the improvements will need to be constructed over multiple years as budget allows. The 2015 construction budget is \$70,000. Option A is estimated to cost an additional 10-13% (around 30-40K) and does not include crashworthy end treatment. Option B is estimated to cost an additional 40% (around 120K). Based on the current budget and the costs and challenges associated with other options, staff recommends proceeding with the project as currently designed.

Councilmembers and staff discussed the options, although no Council decision is being asked at this time. City Administrator Cline noted an upcoming community meeting in the Allentown neighborhood and suggested that staff provide an information table on this issue and solicit community input and feedback on barrier options. **INFORMATION ONLY.**

4. **6/15/15 Committee:**

<http://records.tukwilawa.gov/WebLink/ElectronicFile.aspx?docid=258680&dbid=1>

42nd Avenue South/Allentown Roadside Barrier Project Status Update

Staff provided an update on 42nd Avenue South/Allentown Roadside Barrier Project, which was last before the Committee on April 6, 2015. This project was initiated to study guardrail and/or barrier warrants along the Duwamish River adjacent to 42nd Avenue South and South 115th Street, in order to prevent accidents, reduce illegal dumping, and provide security for large fire apparatus. Several areas of the riverbank are being recommended for guardrails or barriers. Originally these barriers were to be steel and concrete, but based upon community feedback on the aesthetics of these options, a revised plan has been prepared that proposes the use of timber guardrail at all new barrier locations. In addition, replacement of existing concrete or steel barriers with timber guardrail will be considered. Use of timber guardrails will increase the total cost of the project. The estimated construction cost for the original plan based upon 30% design was \$299,970.00, and with timber guardrail the estimated construction cost becomes \$470,000.00. The revised plan also includes increased costs due to waterline

and communication relocation. The estimated total project cost is \$540,500.00. The funding level for 2015 includes \$60,000 for construction and \$10,000 for construction management. Staff has identified and intends to proceed with Phase 1 of this project which can be completed within this budget. Additional funding will need to be identified and approved by Council before additional phases can be constructed using the timber guardrail. **INFORMATION ONLY.**

Attachment C - Responses to Comments/Questions (1/3/22 and 1/10/22 Council Meetings)

	Question/Comment	Response
1.	Weight & speed restrictions are not being enforced.	Weight restrictions are observed by the truck axel configuration. No loading or weighing tickets are necessary to implement at this stage. Tukwila PD patrols 42 nd Ave and S 124 th Street, and issues tickets when violations are witnessed, when resources are available.
2.	BNSF should develop an emergency route on the north side of railyard.	This statement should be directed to BNSF, and staff will share this comment with them.
3.	Trucks were illegally using 42 nd Avenue South as a detour.	Signs are clearly posted. Tukwila PD patrols 42 nd Ave and S 124 th Street, and issues tickets when violations are witnessed, when resources are available.
4.	BNSF were consulted about the bridge rebuild before neighborhood.	The City strives to communicate with all neighborhood stakeholders, and we value the viewpoints of our residents. Because of this, the city terminated the contract of the sub-consultant outreach team due to them not reaching out to the residents in their initial strategy. After that, the city significantly increased direct outreach to the residents, including hosting a town hall and implementing monthly meetings.
5.	Doesn't TranTech have a conflict of interest by providing 30% design and being allowed to make inspection decisions?	TranTech is a professional bridge engineering firm and was selected as the design firm in a competitive process due to their expertise on bridges. Inspection decisions are made in a collaborative process that includes King County Bridge Inspectors and City staff.
6.	The 30% design was done without community's knowledge.	Council deliberations are done in a transparent, public process with strict public notice requirements. All related documents, memos, minutes, reports, and videos have been available on the city website and emailed to subscribers. The 30% design process is a year-long, iterative process that does involve the community and all stakeholders. Further, the draft 30% design report (Type, Size and Location – TS&L) will be shared with the community at an upcoming meeting before it is finalized.
7.	Barriers at S 124 th Street & 42 nd Ave S intersection needed to be extended, and instead of the wooden guardrails requested, the city added jersey barriers to the 25-year-old ones. These are ugly, different colored, not straight, which shows lack of effort and minimal expenditure.	Staff reviewed the request with the Manual on Uniform Traffic Control Devices (MUTCD), including crash data, speed data available at the intersection, and made a technical determination on the placement of these jersey barriers. When weather permits (no rain or snow and higher temperatures) common paint color will be applied to improve the aesthetics. Wooden barriers near a T-intersection are not the standard practice.

8.	The December closure resulted in accidents, speeding cars and semis on 42 nd Ave S, congestion in Allentown and Duwamish, no traffic control, poor signage.	Staff reviewed the conditions after the bridge closure with the Manual on Uniform Traffic Control Devices (MUTCD), including crash data, speed data available at the intersection, and made a technical determination on the placement of the detour signs, and adjusted them as needed in the days after.
9.	When will the neighborhood see the inspection report?	The final inspection report post-repair will be available in the next 4-6 weeks.
10.	City must make the bridge and truck reroute a priority, and the Council also has a role in the solution.	The City shares the neighborhood's goal of getting the trucks out of the neighborhood. The city is moving forward with the EIS with City Council support, which allocated \$1.2 million for the EIS. The timeline has been publicly shared and provided to those interested.
11.	Councilmembers and staff have not joined the Allentown Advocates FB page.	City staff must have limited engagement with social media due to public records law; public information officers generally have more flexibility with written policies in place. The Allentown Advocates group is public and posts are visible without membership; City staff does review the Allentown Advocates FB page.
12.	The closure had significant impacts on residents near Codiga Park/50 th Place South. Trucks were unable to control their speed coming down the hill.	The Codiga park bridge is owned by WSDOT and staff has reached out to WSDOT to share the concerns presented by residents. The Washington State Department of Transportation (WSDOT) does not enforce speed limits. King County police department provides enforcement.
13.	Passenger vehicles were speeding and passing trucks, and I only saw one patrol car.	Tukwila PD is patrolling and issuing tickets when resources are available.
14.	The City seems to be no closer to an emergency reroute plan.	The emergency reroute plan will depend on the type of emergency and the overall scale of the emergency. Reroute plans will be prepared as needed and executed accordingly. The plan has been consistent – when 42 nd Ave S. Bridge has been closed, due to testing or bridge strike, trucks are rerouted over S. 129 th Bridge and residential vehicles are rerouted onto S. 115 th .
15.	Does the bridge have a lower safety rating following the December accident?	The Sufficiency Rating will be recalculated in the next 4-6 weeks.
16.	The City should be able to complete an EIS in under 2 years.	EIS is a responsive process. The timeline depends on the number of responses and legal challenges we receive from property owners, residents, and businesses throughout the process.

17.	Airport way maintenance road could be developed for emergencies.	Staff has communicated this to BNSF on various occasions, but the City cannot mandate a change. Federal authority has jurisdiction over rail service and expressly preempts state and local governments from interfering with railroad operations.
18.	Can the jersey barriers in Foster Point neighborhood be moved to make way for Baker Commodities trucks?	This will only reroute a portion of the truck traffic through another residential part of the neighborhood. The roads and subgrade and turning radius are similar issues that need to be resolved for this to be a permanent solution.
19.	When will Allentown receive speed humps?	The Neighborhood Traffic Calming Program is studying S 124 th Street and other parts of Allentown. More details will come once the report findings are finalized. We are anticipating the construction to be done in the summer of 2022.
20.	When will the city assist in negotiations to relocate SCL telephone pole storage?	Staff met with SCL representatives four or five years ago to attempt to have them move the pole storage area to another site. At that time, they indicated they would not entertain the suggestion to move the pole storage. Because this use is on SCL right of way, and they are a municipal corporation, the City has no authority to force SCL to move the poles. City staff will reengage with SCL due to the neighborhood's concerns.
21.	The City Council and staff need to come to the community.	City staff has been conducting open meetings with and in Allentown since March 2021 on a regular basis. These meetings have now converted to monthly frequency. Councilmembers attend periodically, although have to heed public meeting laws.
22.	Was the truck (that caused the damage) over-weight?	Based on the police report of the impact, the truck is an over-height truck, not an over-load truck. The truck is not affiliated with BNSF, nor its vendors. It was going to Sunset Machinery in the MLK neighborhood of Renton. The load was not a secured load. It visibly contained scrap material and an over-height compartment. Based on photos we saw, it was an open flatbed truck and not a fully encompassed container truck.
23.	Do we have any truck over-load violations in the last few years?	PD has not observed or issued any over-weight citations in the last few years.
24.	Can the City involve WSDOT in enforcement? Can we send a strong message in collaboration with WSDOT regarding city/community expectations for trucks?	Staff has reached out to WSDOT and WSDOT is fully aware of the truck movements. The Washington State Department of Transportation (WSDOT) does not enforce speed limits. King County police department provides enforcement.

25.	The Council and community must have an understanding of Federal Preemption and how it relates to the City's ability to influence BNSF operations.	Railroad operations are regulated at the federal level which preempts state and local laws and regulatory efforts.
26.	Can the City disallow trucks from using the 42 nd Ave S Bridge once its opened, in light of the rating, emergency condition, and recent incident? If so, there should also be a neighborhood mitigation plan.	Staff is evaluating the next steps after the repairs to the bridge and the inspections. Staff will look at all options, including a neighborhood mitigation plan.

Allentown Truck Reroute Monthly Meetings

Shared Goals & Guiding Principles

Shared Goals

- Work together to get the trucks out of the Allentown neighborhood
- Neighborhood receives timely, relevant information on the alternative access project
- Community members understand the process, next steps and timeline
- City is transparent throughout process
- Neighborhood has a regular opportunity to directly speak with City staff on the project; provide timely, relevant feedback
- Continue to forge relationships between community members and City staff to incorporate neighborhood feedback and understand neighborhood expectations
- Opportunity to provide information to neighborhood on other projects affecting Allentown

Guiding Principles

- Assume others are acting with good intent
- Be honest and transparent, but kind; empathize with others
- Step up and step back, depending on personality type
- Remain open-minded
- Respect differing views
- Learn from each other
- Think about who's not at the table
- Promote a culture of participation
- Once a decision is made, work towards shared goals

Allentown Truck Reroute Project Monthly Updates

Interested in learning more about the Allentown Truck Reroute project?

Join City of Tukwila staff monthly for updates on the Truck Reroute project and other projects happening in your neighborhood.

Meetings will take place on the fourth Tuesday of every month, from 5:30–6:30PM at the Tukwila Community Center. Everyone is welcome!

Kick-Off Meeting

Tuesday – November 23, 2021

5:30 to 6:30PM

Tukwila Community Center

Please bring verification of vaccination or a negative COVID-19 test.

To participate in activities, events, fitness programs, performances and other gatherings at the Tukwila Community Center, Public Health Seattle & King County require verification of vaccination and/or negative COVID-19 test results within 72 hours of visit.

Face masks are also required at TCC.

Stay Connected! Future meeting notifications will be sent via email. To receive updates about upcoming meetings and Allentown projects, please join our mailing list at TukwilaWA.gov/Allentown.



CITY OF TUKWILA: ENVIRONMENTAL IMPACT STUDIES (EIS) TRUCK REROUTE PROJECT

MONTHLY ALLENTOWN COMMUNITY MEETING PLANNER 2021-2022

PROJECT	ALLENTOWN TRUCK RE-ROUTE PROJECT
ORGANIZER	CITY OF TUKWILA: PUBLIC WORKS DEPARTMENT LOCATION: TUKWILA COMMUNITY CENTER (TCC)

PROJECT PHASE 2021	STARTING	TIME	PROJECT PHASE 2022	STARTING	TIME
NOVEMBER	11/23/2021	5:30 -6:30 p.m.	JANUARY	01/25/2022	5:30 -6:30 p.m.
DECEMBER	TBD	TBD	FEBURARY	02/22/2022	5:30 -6:30 p.m.
			MARCH	03/22/2022	5:30 -6:30 p.m.
			APRIL	04/26/2022	5:30 -6:30 p.m.
			MAY	05/24/2022	5:30 -6:30 p.m.
			JUNE	06/28/2022	5:30 -6:30 p.m.

OCTOBER							NOVEMBER							DECEMBER							JANUARY							FEBRUARY							MARCH						
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Attachment F - 42nd Ave S Bridge Replacement Project

The City currently owns 23 bridges (16 traffic bearing and 7 pedestrian). The Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) require regularly scheduled inspections of all the City's vehicle-carrying bridge structures, which are on two-year inspection cycles. Tukwila maintains these with the help of King County. Depending on the key findings, repairs are made, and grant opportunities are pursued. Public Works produces a bridge report and presents it to the Council every year.

The 42nd Ave S Bridge was built in 1949 and is reaching the end of its useful life. Built to last 75 years, it turned 72 years old in 2021. The 42nd Ave S. bridge is a critical bridge and infrastructure link that serves an important residential community, Allentown, key community assets such as the Tukwila Community Center (TCC), several businesses, and is a key link to other nearby communities such as Skyway. The Bridge currently is used by approximately 10,000 vehicles per day.

The following are major project or events undertaken on the 42nd Ave S Bridge Replacement:

Date	Activity
2015	<ul style="list-style-type: none"> City receives updated rating of bridge with a sufficiency rate of 17.29
March 2017	<ul style="list-style-type: none"> City's Bridge Inspection Report stated 42nd Ave S Bridge had Sufficiency Rating of 19.44 and recommended replacement or rehabilitation.
April 2017	<ul style="list-style-type: none"> City applied for state and federal grant funding (BRAC) for 42nd Ave S Bridge Replacement
December 2017	<ul style="list-style-type: none"> City received notification that 42nd Ave S Bridge did not receive state and federal grant funding (BRAC)
February 2018	<ul style="list-style-type: none"> Council adopted Ordinance No. 2566 restricting speeds on 42nd Ave S Bridge
April 2019	<ul style="list-style-type: none"> City applied for state and federal grant funding (BRAC) for 42nd Ave S Bridge
July 2019	<ul style="list-style-type: none"> City received updated rating of bridge with a sufficiency rate of 7.56
September 2019	<ul style="list-style-type: none"> Transportation & Infrastructure Services (TIS) Committee discussed State of the Bridges Report, which Chair Idan reported on to the full Council
November 2019	<ul style="list-style-type: none"> City received notification that 42nd Ave S Bridge did not receive state grant funding (BRAC)
November 2019	<ul style="list-style-type: none"> Council adopted Legislative Priorities with 42nd Ave S Bridge Replacement as a top capital priority
December 2019	<ul style="list-style-type: none"> TIS Committee requested additional analysis to weigh options
February 2020	<ul style="list-style-type: none"> TIS Committee discussed next steps for 42nd Avenue South, including need to fund design to make shovel-ready project. Finance Committee discussed funding
April 2020	<ul style="list-style-type: none"> Surface Transportation Program (STP) funding pursued through Puget Sound Regional Council (PSRC)
July 2020	<ul style="list-style-type: none"> 42nd Avenue South Bridge in-depth inspection and closure

Date	Activity
September 2020	<ul style="list-style-type: none"> • 42nd Avenue South Bridge in-depth inspection confirmed bridge is approaching end of service life and the cost of repair would exceed the replacement cost
November 2020	<ul style="list-style-type: none"> • Council adopted contract for 42nd Ave S. 30% design for \$1,087,000.
February 2021	<ul style="list-style-type: none"> • City applied for state and federal grant funding (BRAC) for 42nd Ave S Bridge
June 2021	<ul style="list-style-type: none"> • City received notice of \$1.5 million PSRC grant to be used to complete the design of 42nd Ave. S. Bridge Replacement
July 2021	<ul style="list-style-type: none"> • State Local Bridge Program awarded \$12 million to the City for the replacement of the 42nd Ave S Bridge.
September 2021	<ul style="list-style-type: none"> • Council approved a 100% design contract for the 42nd Ave S Bridge.
December 2021	<ul style="list-style-type: none"> • 42nd Ave S bridge impact. • King County inspection and TranTech analysis of damages. • Flame On contract for heat straightening and further inspections by King County and TranTech.