

City of Redmond



Agenda

Tuesday, July 5, 2022

4:30 PM

**City Hall: 15670 NE 85th Street; Remote: Facebook (@CityofRedmond),
Redmond.gov/rctlive, Comcast Ch. 21, Ziplly Ch. 34, or 510-335-7371**

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer

Jeralee Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

AGENDA

ROLL CALL

1. Acceptance of King County WaterWorks Grant [CM 22-429](#)
[Attachment A: King County Grant Agreement](#)
[Attachment B: Budget Details](#)
Department: Public Works, 5 minutes
Requested Action: Consent, July 19th

2. Provide Direction on Temporary Construction Dewatering (TCD) Interim Limitations [CM 22-430](#)
Department: Public Works, 5 minutes
Requested Action: Staff Report, August 16th

3. Approval of Revisions to Redmond Municipal Code (RMC) 15.04-Flood Control [CM 22-431](#)
[Attachment A: Draft Ordinance](#)
Department: Public Works, 5 minutes
Requested Action: Consent, July 19th

4. Award Bid and Approve Consultant Services Agreement Supplement 1 for Water Pressure Reducing Valve (PRV) Replacements [CM 22-451](#)
[Attachment A: Vicinity Map](#)
[Attachment B: Additional Project Information](#)
[Attachment C: Supplemental Consultant Agreement 1](#)
Department: Public Works, 5 minutes
Requested Action: Consent, TBD

5. Approval of Interlocal Agreement with Kirkland for 132nd Ave NE Corridor Wastewater Infrastructure [CM 22-452](#)
[Attachment A: Draft Kirkland Redmond Sewer ILA](#)
Department: Public Works, 5 minutes
Requested Action: Consent, July 19th

ADJOURNMENT



Memorandum

Date: 7/5/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-429
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor

TITLE:
Acceptance of King County WaterWorks Grant

OVERVIEW STATEMENT:

Execute the King County 2021 WaterWorks Grant Program Agreement for the Tosh Creek Watershed Street Sweeping for Water Quality for \$55,500.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information **Provide Direction** **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Comprehensive Plan, Environmental Sustainability Action Plan, Redmond Watershed Management Plan
- **Required:**
NA
- **Council Request:**
NA
- **Other Key Facts:**

Background and Connection to Redmond Paired Watershed Study
King County has selected Redmond’s application for the King County WaterWorks grant to fund increased street sweeping in the Tosh Creek Watershed. Tosh Creek Watershed is identified as a priority watershed within the Redmond Watershed Management Plan.

Increased street sweeping within the Monticello Creek Watershed in 2017-2019 was shown to improve water quality of Monticello Creek by reducing the total copper and suspended solid concentrations within the creek. Staff will leverage water quality sampling from the Redmond Paired Watershed Study (RPWS) to determine if increased street sweeping within the Tosh Creek Watershed will also improve water quality.

The RPWS is designed to measure the effectiveness of actions taken by Redmond's Stormwater Utility and King County to restore urban streams on a watershed scale. This is done by analysis of monitoring data collected in six watersheds within Redmond, including the Tosh Creek Watershed. Council was provided with an update on RPWS findings during the June 1, 2021 staff report. RPWS data collected from Tosh Creek will be used to determine the effectiveness of street sweeping to improve water quality.

Sustainability

This project supports Strategy N1 and N3 in the Environmental Sustainability Action Plan.

Additional Benefits

While not called out as a specific NPDES permit requirement, street sweeping helps Redmond meet permit obligations to prevent degradation of receiving waters (in this case, Tosh Creek) by keeping pollutants out of the storm drain, which discharges without any treatment to Tosh Creek.

This study in Tosh Creek will benefit the Puget Sound region by quantifying the benefits of street sweeping on in-stream water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.

OUTCOMES:

If the King County WaterWorks grant is accepted, it will fund increased street sweeping on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration.

The grant will provide funds to:

- Increase street sweeping within the Tosh Creek Watershed from quarterly to monthly from October 2022 through September 2023. Internal staff will conduct the street sweeping on overtime.
- Increase street sweeping within the Tosh Creek Watershed to twice per month from October 2023 through September 2024. Internal staff will conduct the street sweeping on overtime.
- Analyze data (leveraged from the Redmond Paired Watershed Study) to determine if increased street sweeping had an impact of water quality within Tosh Creek.
- Create summary report of data analysis.

Additionally, funding from the Department of Ecology will be utilized to add the analysis of 6PPD-quinone (6PPD-q) to sampling conducted by the RPWS to determine the effectiveness of street sweeping at reducing the amount of 6PPD-q entering urban streams. 6PPD-q is released as car tires wear and has been found to be acutely toxic to Coho Salmon adults in freshwater urban streams. Little is known about this emerging contaminant and there will be great regional interest in the results of this study.

The required 10% in-kind match for the grant will be the City's sweeper equipment costs calculated using FEMA rental rates, which include equipment operations and maintenance, fuel, insurance, and replacement rates.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
If the grant is accepted, residents within Tosh Creek Watershed will be notified of the increased street sweeping in September 2022.
- **Outreach Methods and Results:**
Postcards will be mailed to residents within Tosh Creek Watershed to inform them of the increased street sweeping.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$77,589.60

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
000214;
0000021

Budget Priority:
Healthy and Sustainable;
Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
\$55,500 will be grant funded through the King County WaterWorks Grant.

The required in-kind match for the King County WaterWorks grant will be the City's sweeper equipment costs.

Costs for 2022 in-kind match were included in the 2021/2022 biennial budget (\$1,840.80)
Grant reimbursed costs were not included in 2021/2022 biennial budget (\$2,776.92).
If approved, the 2023/2024 costs will be included in the 2023/2024 biennial budget (\$72,971.88).

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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6/1/2021	Business Meeting	Receive Information
12/7/2021	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

Time Constraints:

The project is scheduled to begin in October 2022. If there are delays in accepting the grant, that could impact scheduled start date.

ANTICIPATED RESULT IF NOT APPROVED:

The RPWS uses the pooled resources from Phase I and II municipal stormwater permittees. There is great interest from the permittees to determine the effectiveness of a widely available and relatively inexpensive operational practice (street sweeping) to address water quality and 6PPD-q pollution. Information from this study can be used by Western Washington jurisdictions to prioritize stormwater management practices and enhance salmon restoration activities. By not approving this grant, Redmond will miss an opportunity to leverage the RPWS and assist the region with critical data for salmon recovery.

ATTACHMENTS:

- Attachment A: King County WaterWorks Grant Agreement
- Attachment B: Budget Details



2021 WaterWorks Grant Program Grant Agreement Cover Page

Grant Cycle: 2021 WaterWorks Council Allocated

Recipient: City of Redmond

Project Name: Tosh Creek Watershed Street Sweeping for Water Quality

Funding Amount: \$55,500.00

Project Summary: Redmond is seeking funds to increase street sweeping over two years on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration. This project aims to validate and expand on a previous successful street sweeping pilot project that showed improved water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.

Primary Contact: Jessica Atlakson

Phone: 425-556-2874

Email: jatlakson@redmond.gov

Start Date:

End Date: 10/31/2025

WaterWorks Grant Program Grant Agreement

**AGREEMENT
between
City of Redmond
and
KING COUNTY**

This is an Agreement between **City of Redmond**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Tosh Creek Watershed Street Sweeping for Water Quality**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: **Redmond is seeking funds to increase street sweeping over two years on the 3.54 miles of public roads within the Tosh Creek Watershed, one of Redmond's highest priority watersheds for restoration. This project aims to validate and expand on a previous successful street sweeping pilot project that showed improved water quality. Street sweeping is a cost-effective, readily available stormwater management tool that can be equitably served throughout a jurisdiction.**
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$55,500.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$22,089.60**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY’s Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made. For all projects, the last payment will be withheld by the COUNTY until the final Quarterly Progress and Expense Reports and the Closeout Report are approved.

- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.

- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress and Expense Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress and Expense Reports and the Final Narrative and Financial Closeout Report; including backup documentation such as photos, copies of reports, and financial backup such as accounting software reports, copies of receipts.
 - 2. Quarterly Progress and Expense Reports shall be submitted through the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Progress and Expense Reports are due thirty (30) days after the end of each quarter.
 - b. If no expenses are made or no activities are conducted during a quarter, the form should still be submitted.
 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.
 - 3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting. Advances may be paid up to 90% of

the total award, the remainder may be withheld until the Final Report has been submitted.

4. The Final Narrative and Financial Closeout Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Closeout Report is due thirty (30) days after the end date of the PROJECT.
- E. Failure to submit the a forementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the end date of **10/31/2025**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.

- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.
- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with

whatever terms and conditions may be agreed to between the RECIPIENT and other parties.

- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

City of Redmond by:

Signature: _____

Date: _____

KING COUNTY by:

Signature: _____

Jim Bolger, Section Manager, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe
1	Street Sweeping	Redmond staff will sweep all public roads (3.54 miles) in the Tosh Creek Watershed within Redmond city limits one time per month from October 2022 through September 2023, and two times per month from October 2023 through September 2024. A regenerative street sweeper will be used, and the entire roadbed will be swept.	October 2022 – September 2024
2	Data Analysis and Reporting	Water quality data from the Redmond Paired Watershed Study will be analyzed to determine if street sweeping improved water quality within Tosh Creek. A summary report will be written to document analysis findings. A PowerPoint presentation will be created and presented at a minimum of two meetings focusing on stormwater professionals in the Puget Sound, such as the Stormwater Work Group.	October 2024 – April 2025

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than ten percent (10% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$5,000. For more information, contact your grant administrator.

BUDGET CATEGORY	ITEMS: Description (rate/unit x quantity = total)	WaterWorks Grant Funding Request	CASH MATCH	IN-KIND MATCH	CATEGORY SUBTOTAL (Award + Match)	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits	Maintenance Technician \$66.48/hour x 288 hours	\$19,146.24			\$19,146.24	
Staff salaries & benefits (using billing or fully burdened rates)					\$0.00	
Project supplies, materials, and equipment	Sweeper material disposal (for grant funding request). Sweeper equipment costs calculated using FEMA rental rates, which include equipment O&M, fuel, insurance, and replacement rates (for in-kind match).	\$12,353.76		\$22,089.60	\$34,443.36	City of Redmond (secured)
Commercial services	Backup sweeper rental (for contingency only if City's sweeper is out of commission).	\$10,000.00			\$10,000.00	
Consultant/contractor services	Data analysis of water quality data. Documentation of results in a technical summary report.	\$14,000.00			\$14,000.00	
Transportation					\$0.00	
Other costs					\$0.00	
Project Subtotal		\$55,500.00	\$0.00	\$22,089.60	\$77,589.60	
Overhead					\$0.00	
Grand TOTAL		\$55,500.00	\$0.00	\$22,089.60	\$77,589.60	

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$5,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Closeout Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator. This includes two sections:

1. Financial Closeout documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Attachment B: Budget Details

Total Cost: \$77,589.60

2022 Grant Reimbursed Costs	2022 In-Kind Match	2023/2024 Grant Reimbursed Costs	2023/2024 In-Kind Match
\$2,776.92	\$1,840.80	\$52,723.08	\$20,248.80

- Costs for 2022 in-kind match were included in the 2021/2022 biennial budget.
- Grant reimbursed costs were not included in 2021/2022 biennial budget.
- If approved, the 2023/2024 costs will be included in the 2023/2024 biennial budget.



Memorandum

Date: 7/5/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-430

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
Planning and Community Development	Carol Helland	425-556-2107

DEPARTMENT STAFF:

Public Works	Jessica Atlakson	Environmental Geologist
Public Works	Amanda Balzer	Science and Data Analytics Supervisor

TITLE:

Provide Direction on Temporary Construction Dewatering (TCD) Interim Limitations

OVERVIEW STATEMENT:

Council will be provided with recommendations for proposed amendments to RMC 13.25 (Temporary Construction Dewatering) for interim limitations on Temporary Construction Dewatering (TCD) as requested by Council at the December 7, 2021 Staff Report.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Community Strategic Plan, Comprehensive Plan, Environmental Sustainability Action Plan
- **Required:**
Redmond Municipal Code 13.25
- **Council Request:**
December 7, 2021 Council Staff Report
- **Other Key Facts:**
This project is being implemented in three phases:
 - Phase I - Analyze and identify policy tension by conducting a triple bottom line analysis to determine the

economic, social, and environmental costs and benefits of TCD in Redmond (completed).

- Phase II - Analyze policy options and determine path forward for irreconcilable tensions (completed).
- Phase III - Implement recommendations for policy and code amendments.

Phase II policy recommendations were presented at the December 7, 2021 Staff Report. The analysis identified the following policy adjustments to address the tension:

- Modify incentives for subterranean parking
- Reduce parking ratio requirements
- Building height adjustments
- Innovative parking
- Comprehensive Plan updates within the Land Use and Urban Centers elements

Based on the analysis, staff recommended a phased approach to implementation as part of the staff report. The policy and code amendments were phased in three groups:

- Bridge changes (2022):
 - Reduced parking near frequent transit, which is part of the Redmond Zoning Code Rewrite (RZCRW) Phase 1.
 - Building height incentives in Town Center zone, also part of the RZCRW Phase 1, have been remanded by the City Council to the Planning Commission for discussion along with priority topics identified by the City Council on May 24, 2022.
- Midterm changes (2023): These amendments are part of the RZCRW Phase 2.
 - Modify subterranean parking density bonus in Downtown.
 - Restaurant parking waivers within Downtown and Marymoor.
 - Interim limitations to TCD.
- Long-term changes (2024): These will be part of the Redmond 2050 process.
 - Reduced parking ratios near frequent transit and in Urban Centers.
 - Building height incentives within Downtown and Marymoor.
 - Limitations to TCD.

Council approved the recommendations at the December 7, 2021 Staff Report and directed staff to analyze impacts of moving interim limitations to TCD from midterm changes to bridge changes.

OUTCOMES:

The TCD Core Team, comprised of staff from Public Works, Planning, and Fire analyzed moving TCD limitations into Bridge changes and recommends RMC 13.25 (Temporary Construction Dewatering) be amended to include the following limitations to TCD within the Critical Aquifer Recharge Area (CARA):

- Limit rate to 5,500 gallons per minute; and
- Limit cumulative duration to a maximum of 1 year; and
- Limit depth to a maximum of 9 feet below season high groundwater elevation.

These limitations will provide predictability for the Water Utility for known impacts from TCD and allow development to continue in Downtown and Marymoor while the policy recommendations from Phase II of the TCD analysis are phased in.

Additionally, the TCD Core Team recommends the following amendment to RMC 13.25 (Temporary Construction

Dewatering) based on questions from Council regarding Redmond Zoning Code Rewrite Phase 1 amendments to the Town Center Zone:

- In Zones with above-ground parking incentives TCD is limited to elevator pits, crane footings, and utilities.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
 - The stakeholder group convened for Phase I and II of this work will be contacted for feedback on proposed amendments for interim limitations to TCD.
 - The development community will be provided an update at an upcoming OneRedmond meeting and asked for feedback.
- **Outreach Methods and Results:**
 - Outreach for the proposed interim limitations will be sent via an email summary to the stakeholder group.
 - A presentation on the proposed interim limitations will be given at a OneRedmond meeting.
- **Feedback Summary:**
 - Feedback from the stakeholder group has been incorporated into Phase I and II of this project.
 - Feedback from the stakeholder group and the OneRedmond meeting will be summarized and incorporated into final recommendations for interim limitations to TCD.

BUDGET IMPACT:

Total Cost:

Total costs for Phase I of the Temporary Construction Dewatering Policy Analysis were \$90,000. Phase I has been completed and was funded in the 2019-2020 biennium.

Phase II and III of this project will be completed with in-house staff funded in the 2021-2022 budget.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

000215

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

- Temporary Construction Dewatering can have impacts on water revenues due to increase in Cascade Water Alliance purchases to supplement loss of well production due to drinking water aquifer quality impacts.

Funding source(s):

Water Utility

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
10/12/2021	Committee of the Whole - Planning and Public Works	Provide Direction
12/7/2021	Business Meeting	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
8/16/2022	Business Meeting	Provide Direction
9/6/2022	Business Meeting	Approve

Time Constraints:

Staff is coordinating with the Redmond 2050 effort. Delays in moving forward with this project may impact Comprehensive Plan data submittal as well as prolong tensions between compact development and water management policies.

ANTICIPATED RESULT IF NOT APPROVED:

Tensions between new compact development patterns and water management policies will continue.

ATTACHMENTS:

N/A



Memorandum

Date: 7/5/2022
Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-431
Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Peter Holte	Senior Planner
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TITLE:

Approval of Revisions to Redmond Municipal Code (RMC) 15.04-Flood Control

OVERVIEW STATEMENT:

The revisions to RMC 15.04 will clarify that all new buildings within the 100-year flood plain must be constructed so that the lowest inhabitable floor and mechanical equipment are at least one-foot above the "Base Flood Elevation (BFE)." The proposed revisions are a prerequisite for Redmond's participation in a voluntary Federal Emergency Management Agency (FEMA) program which offers the City, residents, and businesses a discount on federally backed flood insurance.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

Relevant Plans/Policies:

The following Comprehensive Plan Policies support these revisions:

- NE-48 Regulate development in the 100-year floodplain to avoid substantial risk and damage to public and private property and loss of life. Ensure these regulations, as a minimum, comply with state and federal requirements for floodplain regulations.
- NE-51 Require that construction, maintenance, and operation of development in the 100-year floodplain minimize hazards to persons and property within the 100-year floodplain and the entire community.

Required:

Redmond participates in FEMA's Community Rating System (CRS) Program. The City's Class 5 status in this program provides the City, residents, and businesses a 25% discount on federally backed flood insurance for buildings within the 100-year floodplain.

FEMA added a new prerequisite for participation in this program which requires that the City's flood control code explicitly state that within the FEMA 100-year floodplain all newly constructed residential buildings must be erected so that the lowest inhabitable floor and mechanical equipment are elevated at least one foot higher than the BFE.

The proposed revisions will align RMC 15.04 with requirements that are already in place within the City's Building Code.

- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

- 1) Consistency between the City's flood management code and other building requirements
- 2) The City's continued participation in FEMA's Community Rating System Program

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
A list-serve notification of this change will be sent out to the public on June 17, 2022.
- **Outreach Methods and Results:**
The announcement will use the monthly e-news "Plan, Policy, and Regulatory Updates" list-serve notification that goes out to self-identified interested parties.
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
\$0

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
Stormwater 214

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

There is no cost associated with this action other than SEPA review which costs approximately \$4500.

Funding source(s):
N/a

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A		N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

Time Constraints:

The City must adopt the proposed revisions by March 2023 to maintain a 25% discount on federally backed flood insurance for buildings in the 100-year floodplain.

ANTICIPATED RESULT IF NOT APPROVED:

The City would lose the 25% discount on federally backed flood insurance.

ATTACHMENTS:

Attachment A: Draft Ordinance for Revisions to RMC 15.04 Flood Control

CODE

**CITY OF REDMOND
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING REDMOND MUNICIPAL CODE (RMC) 15.04, FLOOD CONTROL, TO CLARIFY THAT ALL NEW BUILDINGS WITHIN THE 100-YEAR FLOODPLAIN MUST BE CONSTRUCTED SO THAT THE LOWEST INHABITABLE FLOOR AND MECHANICAL EQUIPMENT ARE AT LEAST ONE FOOT ABOVE THE "BASE FLOOD ELEVATION (BFE)".

WHEREAS, the City has floodplains within its limits that have the potential to flood during large storm events; and

WHEREAS, buildings and other property are located within the floodplains and typically have flood insurance; and

WHEREAS, the City of Redmond is a participant in the Federal Emergency Management Agency's Community Rating System, which provides the City, residents and businesses with a 25% discount on federally-backed flood insurance for buildings within the 100-year floodplain; and

WHEREAS, new prerequisites for participation in the Community Rating System now require that the City's Flood Control must include a provision stating that all new buildings within the 100-year floodplain must be constructed so that the lowest inhabitable

floor and mechanical equipment are at least one foot above the "base flood elevation (BFE)"; and

WHEREAS, this provision aligns with requirements already enforced by the City's Building Code(RMC 15.08.06),

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Amendment of Subsections. Subdivision 15.04.130 Residential construction and Subdivision 15.04.150 Manufactured homes are hereby amended to read as follows:

15.04.130 Residential construction.

(A) In AE or other A zones areas where the BFE has been determined or can be reasonably obtained, residential structures that are newly constructed, substantially improved and /or reconstructed due to substantial damage ~~RESIDENTIAL STRUCTURE~~ shall have the lowest floor, including basement, elevated one foot or more above the BFE. ~~MECHANICAL EQUIPMENT AND UTILITIES SHALL BE WATERPROOF OR ELEVATED AT LEAST ONE FOOT ABOVE THE BFE.~~ All machinery and equipment servicing these structures shall also be elevated one foot or more above BFE.

(B) New construction, substantial improvement and /or reconstruction due to substantial damage of any residential structure in an Unnumbered A zone for which a BFE is not available and cannot be reasonably obtained, shall be reasonably safe from flooding ~~BUT IN ALL CASES~~ and the lowest floor shall be at least two feet above the Highest Adjacent Grade.

(C) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited or shall be designed to automatically equalize hydrostatic flood forces on all walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

(1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. Openings shall be installed in exterior and interior walls.

(2) The bottom of all openings shall be no higher than one foot above grade.

(3) Openings may be equipped with screens, louvers, or other coverings or devices; provided, that they permit the automatic entry and exit of floodwaters.

(4) A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry and exit of flood waters.

Alternatively, a registered engineer or architect may design and certify engineered openings.

(D) Projects developing in the Critical Aquifer Recharge Area are subject to additional requirements under RMC 13.07, Wellhead Protection. (Ord. 3006 § 2 (part), 2020: Ord. 2737 § 2 (part), 2014: Ord. 2202 § 1 (part), 2004: Ord. 1519 § 1 (part), 1989: Ord. 863 § 8(5), 1979).

15.04.150 Manufactured homes.

(A) All manufactured homes that are newly constructed, substantially improved and/or reconstructed due to substantial damage ~~MANUFACTURED HOMES~~:

(1) Outside of a manufactured home park or subdivision;

(2) In a new manufactured home park or subdivision; or

(3) In an expansion to an existing manufactured home park or subdivision; ~~or~~

~~(4) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood;~~

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home and machinery and equipment servicing the home, are ~~is~~ elevated one foot or more above the base flood elevation and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

(B) All manufactured homes that are newly constructed, substantially improved and/or reconstructed due to substantial damage, MANUFACTURED HOMES placed OR SUBSTANTIALLY IMPROVED on sites in an existing manufactured home park or subdivision that are not subject to the above manufactured home provisions shall be elevated so that either: the lowest floor of the manufactured home, and machinery and equipment servicing the home, are elevated one foot or more above the base flood elevation.

~~(1) THE LOWEST FLOOR OF THE MANUFACTURED HOME IS ELEVATED ONE FOOT OR MORE ABOVE THE BASE FLOOD ELEVATION; OR~~

~~(2) THE MANUFACTURED HOME CHASSIS IS SUPPORTED BY REINFORCED PIERS OR OTHER FOUNDATION ELEMENTS OF AT LEAST EQUIVALENT STRENGTH THAT ARE NOT LESS THAN 36 INCHES IN HEIGHT ABOVE GRADE AND BE SECURELY ANCHORED TO AN ADEQUATELY DESIGNED FOUNDATION SYSTEM TO RESIST FLOTATION, COLLAPSE, AND LATERAL MOVEMENT. (ORD. 3006 § 2 (PART), 2020: ORD. 2737 § 2 (PART), 2014: ORD. 2202 § 1 (PART), 2004: ORD. 863 § 8(7), 1979).~~

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or

constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective date. This ordinance shall become effective five days after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 20XX.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



Memorandum

Date: 7/5/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-451

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Rob Crittenden	Project Manager
Public Works	Jeff Thompson	Senior Engineer
Public Works	Jon Spangler	Engineering Manager

TITLE:

Award Bid and Approve Consultant Services Agreement Supplement 1 for Water Pressure Reducing Valve (PRV) Replacements

OVERVIEW STATEMENT:

Award bid to Road Construction Northwest of Renton, Washington, in the amount of \$4,539,902, and approve Consultant Services Agreement Supplement 1 with BHC Consultants in the amount of \$165,000 for the Water Pressure Reducing Valve (PRV) Replacements Phase 2 Project No. 20021802. The consultant services agreement supplement with BHC Consultants is for construction engineering support services, increasing the maximum amount payable to \$827,000.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required to award a Public Works contract that exceeds \$300,000 (2018 City Resolution 1503)
Council approval is required to award an Architectural and Engineering Services agreement that exceeds \$50,000 (2018 City Resolution 1503)
- **Council Request:**
N/A

- **Other Key Facts:**
N/A

OUTCOMES:

Approving this action keeps the City on the path to completing Phase 2 of the PRV replacement project, which will improve the reliability of the City’s water supply system. This project will abandon and replace seven pressure reducing valve stations throughout Redmond. The construction provides for installation of new vaults, valves, piping, and the restoration of streets, sidewalks, and landscaping within the limits of construction.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Construction award \$4,539,902
Supplemental agreement \$165,000

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

CIP

Budget Priority:

Healthy and Sustainable

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

Water CIP

Budget/Funding Constraints:

N/A

- Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
	TBD	N/A

Time Constraints:

Award of bid must occur within 45 days of the bid opening (which occurred on 6/16/2022) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving the construction contract will result in delaying construction, increasing the cost to complete the project. Not approving the supplemental agreement will prevent the consultant from providing services to the City during construction, increasing the time to complete the project.

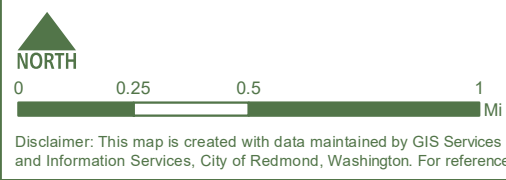
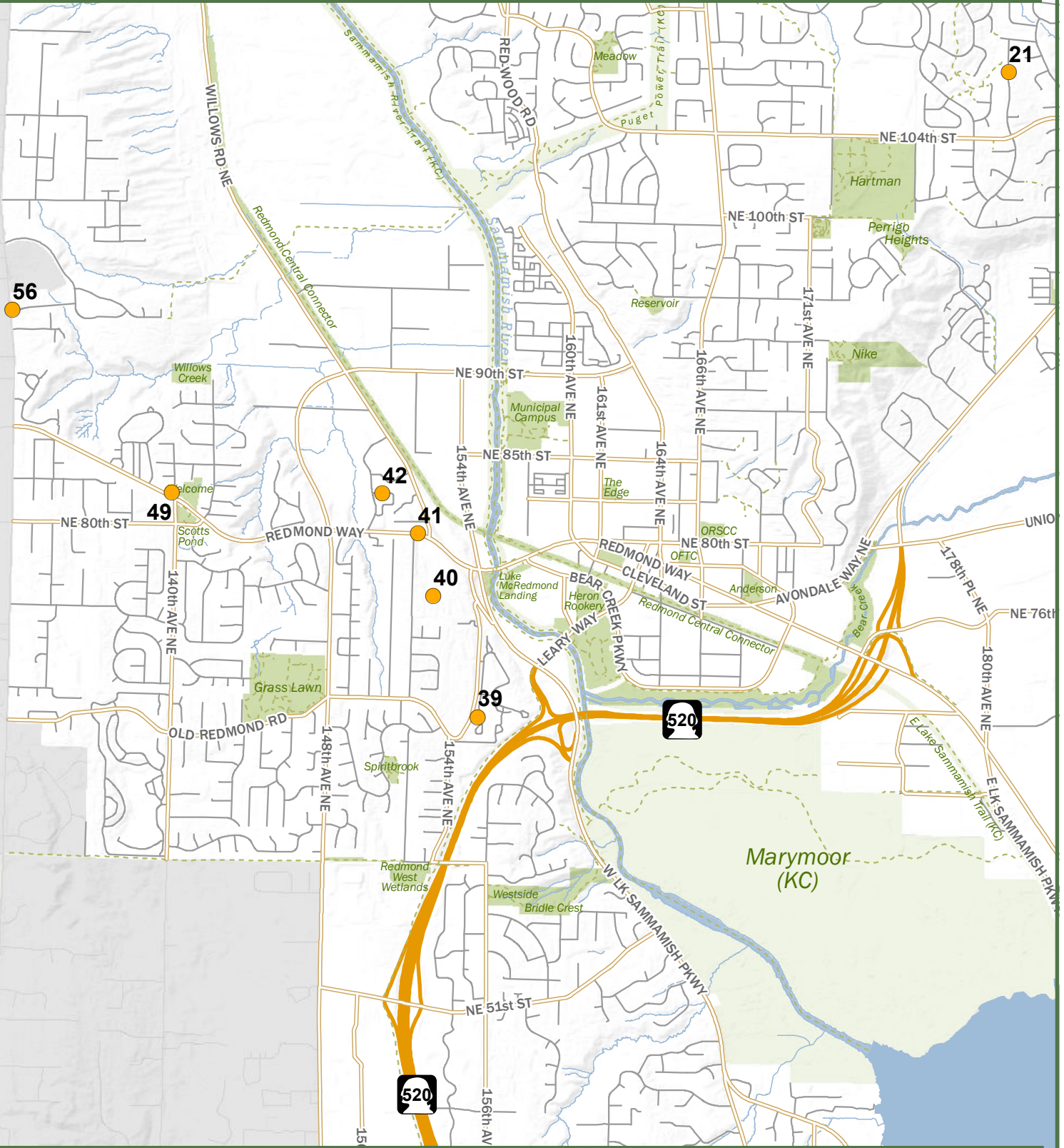
ATTACHMENTS:

- Attachment A: Vicinity Map
- Attachment B: Additional Project Information
- Attachment C: Consultant Agreement

Attachment 1 - PRV Phase 2 Locations

City of Redmond Water System

Last updated on 6/8/2022



LEGEND

- SR 520
- Arterial
- Local
- Trail
- PRV Sites
- City Limit



Disclaimer: This map is created with data maintained by GIS Services Group, Technology and Information Services, City of Redmond, Washington. For reference purposes only.

T:\PROJECTS\2022\6_8_2022\Jeff Thompson Update PRV Map\PRVMap_06082022.mxd

Attachment B – Additional Project Information

PRV Replacements Phase 2 project

Bid Results

The project was advertised in the *Daily Journal of Commerce* on 5/25/2022 and 6/1/2022. Bids were received and opened on 6/16/2022. The City received four bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Road Construction Northwest	Renton, WA	\$4,539,902
Kar-Vel Construction	Renton, WA	\$5,173,093
J.W. Fowler	Dallas, OR	\$5,279,025
Razz Construction	Bellingham, WA	\$5,295,094
Engineer’s Estimate		\$5,043,122

All bidders’ unit prices, extensions, and additions have been checked for accuracy and unbalanced bid items. The contractor’s references were checked and found to be acceptable. Staff recommends awarding contract to Road Construction Northwest.

Consultant Agreement History

	Date	Amount	Maximum Amount Payable
Original Agreement	2/14/2020	\$662,000	\$662,000
Supplement 1		\$165,000	\$827,000

Fiscal Information

Current Project Budget	
Water CIP	\$9,122,861
Total Funding	\$9,122,861

Estimated Project Costs	
Design	\$939,611
Right of Way	\$212,615
Construction	\$5,651,962
Contingency	\$847,794
Total Estimated Project Cost	\$7,651,982

Budget Difference (Surplus) \$1,470,879

Previous Project-Related Council Touches

Date	Meeting	Action
2/4/2020	Business Meeting	Approval of Consultant Agreement



**Washington State
Department of Transportation**

Supplemental Agreement Number _____	Organization and Address	
Original Agreement Number	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Payable \$	
Description of Work		

The Local Agency of _____
 desires to supplement the agreement entered into with _____
 and executed on _____ and identified as Agreement No. _____

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: _____

III

Section V, PAYMENT, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: _____

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit A

SCOPE OF SERVICES Pressure Reducing Valve Station Replacement Phase 2 (Project No. 20021802) Supplement No. 1 Engineering Services During Construction

Statement of Understanding

Under the previous Pressure Reducing Valve Station Replacement Phase 2 project (Project) Consultant Agreement, BHC Consultants, LLC (Consultant) performed preliminary design, assisted with property rights acquisition, permitting, final design, and provided engineering services during bidding for the Project:

This Scope of Services is based on our current understanding of the work remaining to complete the Project. The work remaining is:

- Engineering services during construction.
- Review the Contractor prepared as-built drawings and prepare revised design drawings (Record Drawings) to incorporate project revisions identified and documented by the Contractor and City staff.

Scope of Services

The Scope of Services tasks are separated into five components where applicable:

1. Receivables: elements that will be provided by the City.
2. Work Tasks: tasks that will be completed by the Consultant.
3. Deliverables: the finished product that will be delivered to the City via electronic and hard copy.
4. Assumptions: assumptions used to develop each Work Task.
5. Meetings: Consultant team will work to minimize attendees at meetings. Meetings with City staff will be conducted virtually or at the City's offices.

Task 1A: Project Management

Receivables:

- None

Work Tasks:

1. Coordinate with City staff by regular status reports, status meetings, telephone/video conference communication, and e-mail during the project.
2. Prepare monthly progress reports and monthly invoices, including financial status and progress.

Deliverables:

- Monthly status reports using City format with invoices

Assumptions:

- The engineering services during construction begins in August 2022 and the project will be completed by December 31, 2023.

Meetings:

- Four (4) status meetings

Task 8: Engineering Services During Construction

Engineering services during construction are a major contributor to project success and are needed to ensure construction is completed in accordance with the Contract Documents. The Consultant's degree of involvement can vary significantly, depending on the experience and performance of the Contractor as well as actual subsurface conditions encountered during construction. To address this issue, services beyond the identified scope of services will only be performed upon written authorization from the City.

This scope is based on our understanding that the City will provide a construction management team, hereinafter referred to as "Construction Management Team" to manage the construction contract and will provide an in-house Construction Observation Team (COT) that will provide construction observation services. The Consultant's services will be provided in support of the Construction Management Team and the COT.

Receivables:

- Contractor shop drawings/submittals, requests for information (RFIs), change order requests, and O&M manuals.

Work Tasks:

1. Attend the pre-construction conference. Review meeting minutes prepared by the City/CM and provide comments/suggested revisions.
2. Assist in the preparation of a submittal tracking spreadsheet and the PRV Station Lump Sum Bid Item.
3. Review submittals from the Contractor, stamp approved, approved as noted, revise and resubmit, Submit Specified Item, or Informational Only and return to the City for further action.
4. Assist the Construction Management Team in resolving questions and RFIs from the Contractor.
5. Attend weekly or bi-weekly construction meetings when requested by the Construction Management Team.
6. Visit the construction sites to address issues that come up during construction that require input from the Consultant when requested by the Construction Management Team.
7. Provide written interpretations of the Contract Documents and/or drawings/sketches to the Construction Management Team, as requested by the City to supplement or clarify the Contract Documents.
8. Prepare revisions to the work or design for allowing the Construction Management Team to solicit proposals from the Contractor for necessary or desired changes in the work or design. The Construction Management Team will be responsible for preparing and issuing the subsequent change orders, along with an opinion of cost for the change.
9. Visit the construction sites to participate in a punch-list walkthrough and prepare a list of punch items.
10. Review the O&M manuals from the Contractor.

Deliverables:

- Comments/suggested revisions in tracked changes on the pre-construction meeting minutes
- Input/revisions to the material submittal tracking spreadsheet and PRV Station Lump Sum breakdown
- Written comments and recommendations on shop drawings/submittal reviews.
- Written interpretations and responses to questions and requests for information.
- Written documentation of field activities observed during site visits.
- Written comments and recommendations on Contractor developed O&M Manuals.
- Written documentation supporting approved change order requests.
- Construction correspondence as required.

Assumptions:

- Thirty (30) submittals are assumed.
- Fourteen (14) RFIs are assumed.
- Fifty (50) construction meetings are assumed (split 25/25 between virtual and at City Hall).
- Seven (7) change orders are assumed.
- Seven (7) site visits are assumed.
- One (1) site visit will be utilized to perform the punch list walkthrough.
- Special Inspections required by the Contract Documents are excluded from this scope.

Meetings:

- Attend up to fifty (50) weekly construction meetings.
- Attend up to seven (7) site visits.
- Attend one (1) punch-list walkthrough.

Task 9: Record Drawings

Receivables:

- Contractor and City inspector field as-built set of drawings.
- City review comments on Draft Record Drawings.

Work Tasks:

1. Prepare Record Drawings: incorporate modifications to the design drawings and prepare record drawings per City requirements.

Deliverables:

- One (1) electronic copy in PDF format of the Draft Record Drawings.
- One electronic copy in PDF format of the Final Record Drawings.
- One (1) composite record drawing AutoCAD file.

Assumptions:

- Construction Management Team will review the revisions that the Contractor has recorded on the field as-built set of drawings to confirm that the revisions adequately represent the as-built changes to the construction drawings.
- As constructed modifications to the drawings will be relatively minor.

Meetings:

- None.

Task X: Management Reserve

Task H1 is included for ease of tracking the management reserve budget.

Receivables:

- Written permission from the City is required to perform management reserve tasks or to access project management reserve funds.
- To be determined

Work Tasks:

1. Project management reserve tasks to be determined.

Deliverables:

- To be determined.

Assumptions:

- City to determine budget value of management reserve.
- To be determined.

Meetings:

- To be determined.

BUDGET

The Total Supplement No. 1 budget for the Pressure Reducing Valve Station Replacement Phase 2 (Project No. 20021802) is attached as Exhibit D. This budget is based on, and in accordance with, the City's Consultant Guidelines Worksheet rate determination. The Total Project Budget is presented in the Supplement Agreement.

PROJECT SCHEDULE

A detailed schedule will not be developed for the Engineering Services During Construction Supplement. The Project schedule is dependent on the selected Contractor's schedule for delivery of documents for review, and attendance at meetings is on an ad hoc basis.

Exhibit D

Consultant Fee Determination

Project Name: Pressure Reducing Valve Station Replacement Ph:
 Project Number: 20021802
 Consultant: BHC Consultants, LLC

NEGOTIATED HOURLY RATES

Classification	Hours	DSC	Overhead 148%	Fee (Profit) 30%	Total Hourly Rate	Total
PIC, QA/QC (Ron Dorn)	4	\$ 95.00	\$141.00	\$28.12	\$264	\$1,056
PM (Noah Allen)	287	\$ 73.00	\$108.35	\$21.61	\$203	\$58,248
Project Eng (Cris Castro)	100	\$ 73.00	\$108.35	\$21.61	\$203	\$20,295
Structural Eng (Ken Dahl)	12	\$ 85.00	\$126.16	\$25.16	\$236	\$2,836
Margarita Rodriguez	200	\$ 44.00	\$65.30	\$13.02	\$122	\$24,466
CAD Manager (Patti Simon)	43	\$ 61.50	\$91.28	\$18.20	\$171	\$7,284
CAD (Svetlana Olsoe)	99	\$ 45.50	\$67.53	\$13.47	\$126	\$12,574
Proj Admin (Sarah Sifferman)	67	\$ 41.00	\$60.85	\$12.14	\$113.99	\$7,660
Admin (Uma Pierson)	17	\$ 49.00	\$72.73	\$14.50	\$136.23	\$2,289
Total Hours						829
					Subtotal:	\$136,708
REIMBURSABLES						
Mileage						\$1,000
Reproduction (copies, plots, etc.)						\$500
Miscellaneous						\$1,500
					Subtotal:	\$3,000
SUBCONSULTANT COSTS (See Exhibit E)						
KPG						\$10,448
					Subtotal:	\$10,448

Total: \$150,156

Contingency: 14,844

GRAND TOTAL: \$165,000

**Exhibit D-2
Negotiated Hourly Rates**

Project Name:	Pressure Reducing Valve Station Replacement Phase 2 - Supplement 1
Project Number:	20021802
Consultant:	BHC Consultants, LLC

Negotiated Hourly Rates

Discipline, Title, or Name	Hours	Direct Salary Cost (DSC)	Overhead 148.24%	Fee (Profit) 30%	Total Hourly Rate
PIC, QA/QC (Ron Dorn)	4	95.00	140.83	28.12	\$264
PM (Noah Allen)	287	73.00	108.22	21.61	\$203
Project Eng (Cris Castro)	100	73.00	108.22	21.61	\$203
Structural Eng (Ken Dahl)	12	85.00	126.00	25.16	\$236
Staff Eng (Sara Palmerton)		47.50	70.41	14.06	\$132
CAD Manager (Patti Simon)	43	61.50	91.17	18.20	\$171
Admin (Uma Pierson)	17	49.00	72.64	14.50	\$136
CAD (Anthony Bradley)		40.00	59.30	11.84	\$111
CAD (Glenn Castillo)		45.50	67.45	13.47	\$126
CAD (Arman Cariaso)		45.50	67.45	13.47	\$126
CAD (Svetlana Olsoe)	99	45.50	67.45	13.47	\$126
CAD (John Lira)		40.00	59.30	11.84	\$111
GIS (Carlito Tolentino)		47.00	69.67	13.91	\$131
Proj Admin (Sarah Sifferman)	67	41.00	60.78	12.14	\$114
Patty Coughlin		40.00	59.30	11.84	\$111
Jim Gross		90.00	133.42	26.64	\$250
Gustavo Franco		79.50	117.85	23.53	\$221
Jeff Gibson		85.00	126.00	25.16	\$236
Becca Ochiltree		69.00	102.29	20.42	\$192
Mark Wildhood		48.00	71.16	14.21	\$133
Margarita Rodriguez	200	44.00	65.23	13.02	\$122
Ryan Hale		51.20	75.90	15.16	\$142
Lauren Moore		40.00	59.30	11.84	\$111
Katie Cote		55.50	82.27	16.43	\$154
Carla Talich		85.00	126.00	25.16	\$236
Kevin Garcia		41.00	60.78	12.14	\$114
Kranti Maturi		63.00	93.39	18.65	\$175

EXHIBIT E

Subcontracted Work

Project Name: Pressure Reducing Valve Station Replacement Phase 2 - Supp
Project Number: 20021802
Consultant: BHC Consultants, LLC

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description	Amount
KPG	Landscape Architect	\$10,448
Total:		\$10,448



Memorandum

Date: 7/5/2022

Meeting of: Committee of the Whole - Planning and Public Works

File No. CM 22-452

Type: Committee Memo

TO: Committee of the Whole - Planning and Public Works

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Public Works	Aaron Bert	425-556-2786
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DEPARTMENT STAFF:

Public Works	Andy Rheume	Utilities Operations Manager
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TITLE:

Approval of Interlocal Agreement with Kirkland for 132nd Ave NE Corridor Wastewater Infrastructure

OVERVIEW STATEMENT:

The 132nd AVE NE corridor is the border between Redmond and Kirkland and has limited wastewater infrastructure. Approval of this Interlocal Agreement would allow for the two cities to work together to provide cost effective wastewater service to the corridor.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond General Sewer Plan, RMC 13.36
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
132nd Ave NE corridor is prime for redevelopment. Redmond and Kirkland need to design the wastewater infrastructure for the corridor to accommodate growth.

OUTCOMES:

The City will benefit from streamlining the process of approving wastewater extensions and connections, which currently require review and approval of individual connections via interlocal agreement with both cities. The cities will have an agreed upon wastewater infrastructure that serves the entire corridor instead of two systems, which reduces unnecessary redundancy and cost.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
The development community is very interested in the cities establishing a clear wastewater infrastructure plan and has been in contact with both cities.

BUDGET IMPACT:

Total Cost:
\$0

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
N/A

Budget Priority:
Healthy and Sustainable

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

If approved, the cost to perform the corridor study would occur in 2023 and is estimated to cost each city \$60,000 in professional services plus staff time. A budget enhancement request has been submitted for this work as part of the 2023-2024 budget process.

Funding source(s):
Wastewater Utility

Budget/Funding Constraints:
N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
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N/A	Item has not been presented to Council	N/A
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Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
7/19/2022	Business Meeting	Approve

Time Constraints:

Kirkland City Council approval planned for August 2022

ANTICIPATED RESULT IF NOT APPROVED:

Each wastewater connection will continue to require an individual interlocal agreement and uncertainty of wastewater infrastructure build out will continue to cause delays to developers and staff for both cities.

ATTACHMENTS:

Attachment A - Interlocal Agreement for 132nd AVE NE Corridor Wastewater Infrastructure

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF KIRKLAND AND
REDMOND FOR WASTEWATER SERVICE IN THE 132ND AVE NE CORRIDOR**

This agreement (“Agreement”) is made and entered into by and between the City of Kirkland, a Washington municipal corporation (“Kirkland”), and the City of Redmond, a Washington municipal corporation (“Redmond”) for the purposes hereafter mentioned.

RECITALS

Whereas, certain current and future Kirkland sanitary sewer system customers (“Kirkland Customers”) and Redmond sanitary sewer system customers (“Redmond Customers”) located near 132nd Avenue NE in Kirkland and Redmond, an area bordered approximately by 130th Ave NE in the west, NE 116th St in the north, 133rd Ave NE in the east and NE 60th St in the south, would be better served by connecting their side sewers to the other city’s sewer system; and

Whereas, 132nd Ave NE right-of-way is completely within the City of Kirkland and owned and operated by the City of Kirkland. The City of Redmond needs to have Kirkland’s approval of any construction activity within 132nd Ave NE right-of-way. It’s in the interest of both Cities to ensure that 132nd Ave NE right-of-way is carefully planned so that all the services desired by both communities have room within the right-of-way to be constructed and maintained; and

WHEREAS, there are properties in Redmond that are currently being served and billed directly by Kirkland and it is in the interest of both cities to provide service to properties within the respective jurisdictions; and

Whereas, Kirkland and Redmond are willing to convey the wastewater of each other’s customers through their systems so long as the other city’s customers pay all costs for constructing the infrastructure to connect to the other city’s wastewater system, including fees, and the city allowing the connection of the other city’s customers to connect is paid a wheeling fee to convey the wastewater through its wastewater system; and

Whereas, Kirkland and Redmond strive to deliver cost-effective wastewater infrastructure for their respective rate payers, coordinating infrastructure in this corridor will reduce overlap and cost for rate payers in both cities,

Now, therefore, in consideration of the terms and conditions set forth below, Redmond and Kirkland agree as follows:

- 1. Purpose.** To authorize connections of Redmond sewer customers to Kirkland’s sewer lines in 132nd AVE NE and to authorize connections of Kirkland sewer customers to Redmond sewer lines in 132nd AVE NE.

2. **Construction Costs.** Kirkland and Redmond agree that the City who will own the sewer assets after construction will pay for the construction of the assets or a private party will pay for the construction of the assets.

3. **Kirkland Customers and Redmond Customers to remain accounts of Kirkland and Redmond, respectively.** The Kirkland Customers within Kirkland city limits shall at all times be Kirkland sanitary sewer customers and subject to Kirkland's rates and charges, including connection charges. Redmond shall not bill the Kirkland Customers directly for sanitary sewer service. The Redmond Customers within Redmond city limits shall at all times be Redmond sanitary sewer customers and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill the Redmond Customers directly for sanitary sewer service.

4. **Transfer of Accounts.** Kirkland is currently providing sewer service and charging properties which are located within Redmond's city limits. Kirkland and Redmond shall work together in a timely manner to transfer these accounts from Kirkland to Redmond. Redmond shall pay to Kirkland the wheeling fee for these customers as described in Section 5 of this agreement with fees beginning the month the accounts are transferred.

5. **Routine Maintenance and Operation Costs, Power Costs and Supplies.** Maintenance and Operation Costs shall mean the cost of operating and maintaining the sewer line, maintenance holes, and lift stations. These costs include cleaning/flushing and video inspecting. Each city shall provide all repairs, maintenance, and operation reasonably necessary for the facilities that it owns. Starting in January 2023, the wheeling fee that each city will pay the other (owner of the facilities) is \$1.00 per month per residential customer equivalent (RCE). On January 1st of each year, the number of RCEs shall be reviewed and agreed upon by the Cities, and the rate per RCE shall be inflation-adjusted by the prior year's Seattle-Tacoma-Bellevue December annual CPI-U, as published by the Federal Bureau of Labor Statistics. RCEs shall be determined in the same manner as per King County Wastewater Treatment Division contract. Each City shall invoice the other by February 28 for the prior year's sewer charges. Annual review of RCEs shall include connection addresses.

6. **Basin Planning.** A sewer area plan shall be jointly developed and completed by Kirkland and Redmond no later than December 31, 2023 for approval of the two City's Public Works Directors. The goal of the plan will be to identify locations of future wastewater extensions in 132nd Ave NE to serve future connections and to minimize the overall capital funding required to serve the corridor. The final plan will indicate which parcels will be served by which sewer extension and which City will own the sewer extension.

7. **Approval of Sewer Construction and Connections.** This Interlocal Agreement delegates the approval authority of sewer construction and connections in 132nd Ave NE to the Public Works Director of each City. Once completed, the Basin Plan will be used by both Cities as the General Sewer Plan for the corridor. All construction in the right-of-way will still require a permit from the City of Kirkland. Prior to the Basin Plan completion, the Public Works Directors will work together in a timely manner to identify sewer extensions to support development.

8. Duration. This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of either parties' customers from the others sanitary sewer system and connection to another system. Termination prior to that date may be accomplished by mutual agreement of Redmond and Kirkland or unilaterally upon 1-year notice from one to the other and payment by the terminating party of all reasonable costs incurred by the non-terminating party as a result of the termination. All sewer system improvements of both Cities made in conjunction with this Agreement and completed prior to termination will remain in place as-is.

9. Previous Interlocal Agreements. Any ILA regarding sewer service in the area completed prior to the signing of this Agreement shall be superseded and rescinded by this Interlocal Agreement.

10. Property and Financing. No joint property is being acquired by the parties to this Agreement and the infrastructure described in any addendum created under Section 2 of this agreement shall at all times be solely owned by the City designated to own the property in the Addendum. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to Redmond and Kirkland, respectively.

11. Administration. This Agreement shall be jointly administered by the Public Works Directors of Kirkland and Redmond or their designee.

12. Customer Reporting. Each December, Redmond will notify Kirkland in writing of the number of its RDEs connected to Kirkland's system, and Kirkland will notify Redmond in writing of the number of its RCEs connected to Redmond's system, for the purposes of updating costs as prescribed in Section 5. Each city will identify a person to be notified of the customer counts.

13. Notices. Any notices required by this Agreement shall be given in writing to the parties at the following:

Kirkland:

Julie Underwood
Public Works Director
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Redmond

Aaron Bert
Public Works Director
City of Redmond
P.O. Box 97010
Mail Stop 2NPW
Redmond, WA 98073-9710

14. Severability. If any section, sentence, clause, or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other section, sentence, clause, or phrase.

15. Entire Agreement. This Agreement constitutes the final and completely integrated agreement regarding its subject matter and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties.

CITY OF KIRKLAND

CITY OF REDMOND

Kurt Triplett, City Manager
Dated: _____

Angela Birney, Mayor
Dated: _____

APPROVED AS TO FORM:
OFFICE OF THE KIRKLAND CITY
ATTORNEY:

APPROVED AS TO FORM:
OFFICE OF THE REDMOND CITY
ATTORNEY:
