

#### **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Aaron McDonald, P.E., Senior Project Engineer

Rod Steitzer, P.E., Capital Projects Manager Julie Underwood, Director of Public Works

**Date:** May 20, 2021

**Subject:** TOTEM LAKE BOULEVARD/120<sup>TH</sup> AVENUE NE PRESERVATION—BUDGET

**ADJUSTMENT** 

#### **RECOMMENDATION:**

It is recommended that the City Council receive an update about the Totem Lake Boulevard/120<sup>th</sup> Avenue NE Preservation Project and approve a budget adjustment of \$525,005. Funds are recommended to come from the Street Preservation Program (STC 006).

#### **BACKGROUND DISCUSSION:**

This project came to the City as a partnering opportunity with Northshore Utility District (NUD). NUD has planned utility improvements at the intersection of Totem Lake Boulevard/120<sup>th</sup> Avenue NE near the entrance to The Villages at Totem Lake (see Attachment A, Vicinity and Area Map).

This intersection is not regulated by the City because it is part of the I-405 system, and hence is regulated by the Washington State Department of Transportation (WSDOT). However, the local government is responsible for maintaining WSDOT's "limited access" areas. Obtaining a permit from WSDOT to use or make improvements to its limited access areas can be a challenge, so repaving this intersection was not part of the work the City recently completed for the Totem Lake Gateway project. Nevertheless, since NUD needed to obtain a permit from WSDOT for its utility work, and that work would require some paving to restore its work area, the City and NUD pursued a partnership so that the City could complete the motorized and non-motorized improvements here so that there would be continuous, consistent improvements from NE 124th Street to NE 128th Street. The scope of the City's work is larger than what is required to restore the utility work area. Partnering with NUD allows the City to complete the needed improvements at and near the intersection and to do so with efficiencies.

The City's aspect of the project will repair the pavement, curbing, sidewalk deficiencies, and street lights. It also will make ADA improvements and correct a curb line issue that stems from the construction of the intersection years ago.

This project was added to the 2019-2024 Capital Improvement Program. In March 2021, the City executed an interlocal agreement with NUD (see Attachment B, Interlocal Agreement). The agreement identifies NUD as the lead agency for administration and contractor procurement, and outlines cost sharing between NUD and the City for inspection, administration, and common construction activities such as traffic control. City staff also will be involved in the construction management phase of the project. A plan detailing the City's improvements can be viewed as Exhibit B to Attachment B.

#### **Funding:**

Kirkland identified \$555,000 of Street Preservation funds in the 2019-2024 CIP for its portion of the project. NUD identified \$712,107 for its portion for total joint project funding of \$1,267,107.

As the lead agency, NUD began advertising for construction bids on April 14, 2021. On April 28<sup>th</sup>, bids were opened with the bid results shown in Table 1, below.

Table 1: Bid Results

Bidder	City Portion (STC006900)	NUD Portion	Total Bid
Shoreline Construction	\$ 740,843.25	\$ 481,766.25	\$ 1,222,609.50
Engineer's Estimate	\$ 476,399.25	\$ 786,083.55	\$ 1,262,482.80
RAZZ Construction	\$ 671,437.65	\$ 889,699.10	\$ 1,561,136.75

A review of the bid concluded that the bid costs reflect current market rates. Costs for oil (for asphalt), plastics (for storm drainage materials), and wood (for concrete form materials) all have increased substantially. Another cost factor in the bid is traffic control. Because the work is within the WSDOT limited access area, traffic control costs are substantial to meet WSDOT requirements. Soft costs for this project have also increased mostly because due to the need for a cantilevered sidewalk section over the Totem Lake sensitive area outfall. The cantilevered sidewalk segment is part of the Totem Lake Circulator sidewalk system. Redesign and work involving sensitive areas have increased by \$100,000.

Reference checks were completed satisfactorily, and Kirkland has had a long history of working with Shoreline Construction. Shoreline specializes in utility work, not paving work, so the majority of the City's work will be performed by a subcontractor to Shoreline.

Using the low bid received, the estimated cost to complete the City's portion of the project is \$1,080,005, as shown in Table 2, below.

**Table 2: Estimated Project Cost—Kirkland's Portion** 

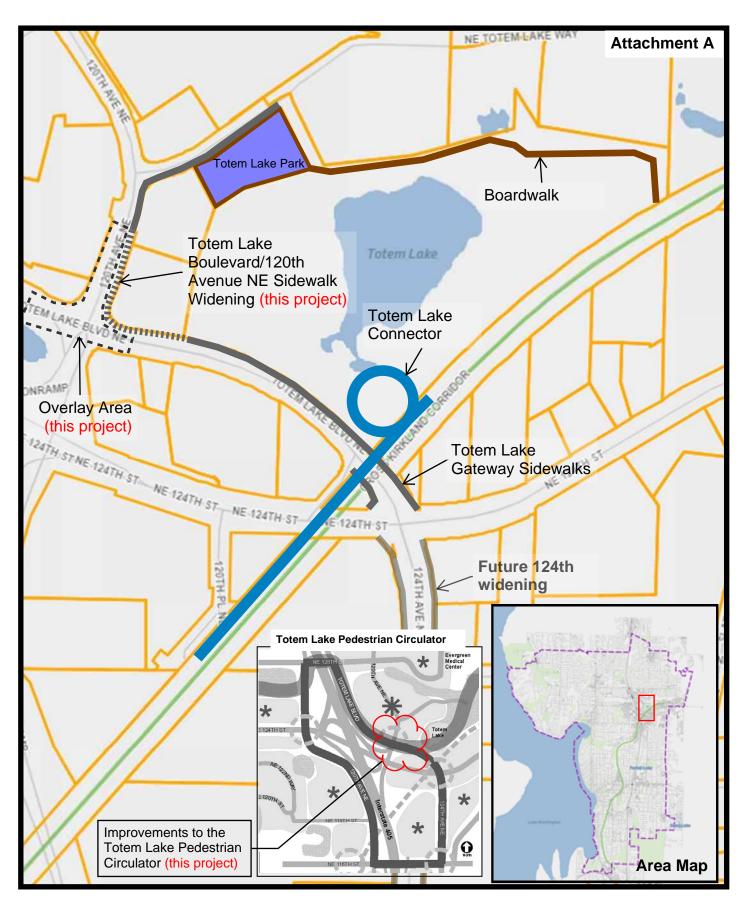
Item	Amount
Consultants	\$ 235,077
Staff	\$ 30,001
Construction	\$ 740,843
Contingency (10% of construction)	\$ 74,084
Total	\$ 1,080,005
Current Funding	\$ 555,000
Difference	\$ 525,005

Although the estimated cost difference is significant, construction costs at this time are continuing to increase. The City's aspect of the project will complete a key transportation corridor and will complement the other public and private investment that have been made to transform the Totem Lake area.

For these reasons, staff recommends adjusting the current budget to \$1,080,005 to undertake this project. Because the project was funded using Street Preservation funds, staff is recommending that the remaining 2020 Street Preservation funds be used for the \$525,005 difference (see Attachment C, Fiscal Note). The project has been determined eligible to use Street Levy Preservation Funds. Any remaining funds will be returned to the appropriate source upon project completion and close-out.

Attachment A: Vicinity and Area Map Attachment B: Interlocal Agreement

Attachment C: Fiscal Note





# Vicinity and Area Map Totem Lake Boulevard & 120th Avenue NE Preservation

CON/32100156

### NORTHSHORE UTILITY DISTRICT – CITY OF KIRKLAND INTERLOCAL AGREEMENT

### FOR INCORPORATION OF THE CITY OF KIRKLAND'S TOTEM LAKE INTERSECTION IMPROVEMENTS INTO NORTHSHORE UTILITY DISTRICT'S TOTEM LAKE UTILITY IMPROVEMENTS PROJECT

Northshore Utility District (hereinafter the "District") and the CITY OF KIRKLAND (hereinafter the "City"), both municipal corporations, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) do hereby agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide for the construction by the District of the City's Totem Lake Intersection Improvements (hereinafter the "Road Work") in the vicinity of 120<sup>th</sup> Ave NE and Totem Lake Blvd, as identified in Exhibit B, and for payment by the City to the District for all costs, including design and construction, incurred by the District for the Road Work, including some portion of shared costs as identified in Exhibit A. The Road Work design will be incorporated into the District-approved construction drawings for the Totem Lake Utility Improvements Project (hereinafter the "Utility Project"). The parties have determined that it is in their mutual best interest to coordinate the Road Work in conjunction with the Utility Project.

#### 2. THE PROJECT

The parties hereby agree that the City's planned designs for the Road Work will be incorporated by the District into the District's plans for the Utility Project. The District's construction of the City's Road Work will be performed in accordance with the design approved by the City, which design(s) will be produced by the District and approved by the City's professional engineering representative. The District's Utility Project and the City's Road Work are hereinafter jointly referred to as "the Project."

#### 3. THE CONSTRUCTION PROCEDURE AND COMPENSATION

#### a. Engineering and Design

The City will provide the District with necessary information on the planned design for the Road Work. The District will administer design of the Road Work and provide designs for City approval. The District shall incorporate the City-approved plans, specifications, standard details and schedule of items for the Road Work into the construction contract set for bidding purposes, and shall do so in such a manner as to allow the identification of costs for the Road Work. In the event the City's plans for the Road Work conflict with the District plans for the Utility Project, the City and District agree to work cooperatively to resolve the conflicts. The City shall review the plans, specifications, standard details and bid item schedule for the Project at each phase of the design process.

The City shall be responsible for the reimbursement for the District's outside project management, including, design, bidding services and construction management (Allied) costs associated with the Road Work, including any changes or delays caused by the City. The City's share shall be based on the proportional amount of the Road Work to the overall Project. This work will be performed by the District, the District's design and inspection consultants, and the District's contractor.

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement TOTEM LAKE UTILITY IMPROVEMENTS PROJECT Page 2

#### b. <u>Inspection and Testing</u>

The District will provide construction observation services for the Road Work, except that the City will provide construction observation services for the sidewalk portion of the Road Work. When City field personnel are performing such inspection services, they will report to the District's Inspector. Any issues with the Contractor will be brought to the attention of the District's Inspector. City field personnel will be required to complete all required documentation (IDRs, Field Note records and any other forms) and submit them electronically to the District. All construction documentation will be managed through the District's consultant.

The City will also be responsible for testing of the sidewalk portion of the Road Work, if such testing is deemed necessary by the City, except that the District will perform HMA compaction testing. The City will be responsible for any and all excess costs incurred by the District as a direct result of the City's failure to timely inspect and test the Road Work performed by the contractor. Compaction requirements of the City will be incorporated with those of the District. The District's consultant will perform compaction testing on the Road Work on behalf of the City at City's expense.

#### c. Contractor Selection

Once the parties have an agreed-upon construction contract set, the District shall call for bids for performing the Project. The Road Work will be advertised as a separate bid schedule that will be part of the Base Bid for award. The City will be given the opportunity to review and comment on the low bidder; however the District will have sole discretion regarding the selection of the contractor.

#### d. District as Contracting Agency

The District shall serve as the contracting agency during construction for the parties and shall generally manage and oversee the construction of the City's Road Work in conjunction with the Project. The District shall comply with all Public Works contracting and reporting requirements.

#### e. Change Orders

The District, in consultation with the City, may approve changes in those parts of the construction contract providing for the Road Work, provided that if any change order would change the nature of the work or would cause that portion of the contract price attributable to such work to increase by more than \$10,000.00 or cumulatively more than four percent (4%) of the original contract amount attributable to the Road Work, the City's prior written consent to the change orders shall be obtained, which consent shall not be unreasonably withheld. In the event that consent is unreasonably withheld, the City will be held responsible for all liability incurred by the District resulting from such withholding of consent. The District shall immediately provide the City with copies of all requests for change orders and executed change orders associated with Road Work regardless of the dollar amount of the change order.

#### f. Payment Procedure

The District shall provide the City with no more than monthly progress billings for the outside project management, inspection and construction of that portion of the Project attributable to the City's Road Work. The District and City will review and reach agreement upon progress and proposed disbursements to Project consultants and contractors. The City

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement TOTEM LAKE UTILITY IMPROVEMENTS PROJECT Page 3

shall pay the District for all costs associated with the Road Work, as provided in the construction contract bid (as adjusted by authorized amendment or change order), based upon agreed upon progress, within forty-five (45) days of receipt of each billing.

#### g. Payments to Contractor

The District shall make all disbursements to Project contractors and consultants contracted directly with the District.

#### h. Final Acceptance

That portion of the contractor's work consisting of the City's Road Work shall not be given final acceptance until it is approved in writing by the District and the City. Neither party shall unreasonably withhold approval for final acceptance hereto. The Road Work shall become the property of the City upon final acceptance. The District agrees to assign all warranties related to the Road Work to the City.

#### i. Staff Time, Costs, and Incidental Expenses

At all times material hereto, the parties shall separately bear their own staff time, engineering costs, and incidental expenses except as specifically provided elsewhere in this Agreement.

Should any claims by the Contractor arise related to the Road Work portion of the Project, the District shall handle and administer such claims in the same manner as it would handle any other claims on the Project and the City shall reimburse the District for all expenses associated with handling of such claims. The District shall immediately notify the City and keep it informed as to the progress of the claim. The City will provide guidance to the District regarding proposed terms of settlement. Any decision regarding the settlement or prosecution of a claim shall be approved by the City prior to being finalized. If the City and the District cannot agree as to the prosecution or settlement of a claim, the City may elect to prosecute or defend the claim and, if the City so elects, the District will assign and cooperate with the City on such claims to the City. If the City so elects to accept the District's assignment of such claims, the City agrees to pay all costs of prosecution or defense and to defend, indemnify and hold harmless the District from all damages the District suffers directly arising from the City's decision to prosecute or defend of the claim rather than to settle.

#### j. Other Costs

Other costs to the District and to be reimbursed by the City shall include proportional shares of Schedule A bid item costs (TBD) and Construction Management Consultant Services provided by the District (see Exhibit A for pre-construction estimate of cost). Reimbursement requests shall be based upon actual costs, substantiated by contract unit prices, invoices or other verification of the actual costs suitable to the City for authorization of payment. Actual time of payment shall be as stated in section "f" above.

#### 4. DISPUTE RESOLUTION

The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated. The Parties' designated representatives for purposes of the dispute resolution process in this Section will be the persons identified in Section 5 to receive notice for the District and the City, or such other persons as they may designate in writing from time to time. In the event the parties cannot resolve the dispute, mediation must be requested by the other party before the requesting party can seek relief in a court of law.

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement TOTEM LAKE UTILITY IMPROVEMENTS PROJECT Page 4

#### 5. INDEMNIFICATION AND INSURANCE

- a. The District shall require the Contractor building the Project and the Consultant(s) designing and managing the Project to have City of Kirkland, its elected officials, officers, agents and employees named as additional insureds on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s) with the District, which terms must be reviewed and approved by the City. The Contractor building the Project shall be required to maintain Commercial General Liability, Automobile, and Worker's Compensation Insurance. Upon request, the District must provide the City with a copy of the insurance documents demonstrating the City's additional insured status.
- b. The District shall require Contractor building the Project and the Consultant(s) designing and managing the Project to indemnify, defend, and save harmless the City and its elected officials, officers, agents and employees from any claim filed against the City or its elected officials, officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- c. The District shall require Contractor building the Project to be solely and completely responsible for safety and safety conditions on the job site, including the safety of all persons and property during performance of the work. Contractor shall comply with all applicable City, County, and State regulations, ordinances, orders, and codes regarding safety.

#### 5. NOTICES AND OTHER COMMUNICATIONS

All notices and other formal communications to be delivered under this Agreement shall be mailed or delivered to the following:

City of Kirkland Julie Underwood, Public Works Director or her designee 123 Fifth Avenue Kirkland, Washington 98033

6.

City Attorney

Northshore Utility District
Stephen Dennehy, Engineering Director
or his designee
P.O. Box 489
Kenmore, Washington 98028 - 0489

Northshore Utility District Attorney

Provided, however, the parties may change their respective designation of representatives by written notification to one another.

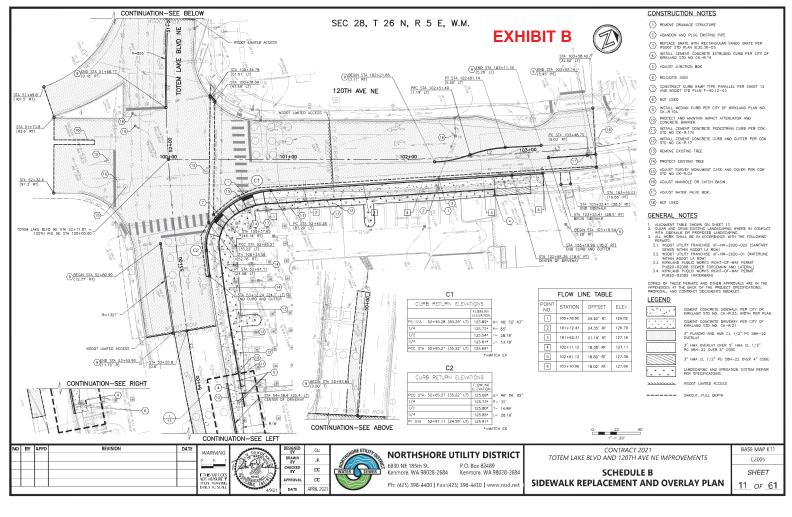
This Agreement may be signed in counterparts, and, if so signed, shall be deemed one integrated

### **EXHIBIT A**



## Northshore Utility District Contract 2020-01: Totem Lake Blvd/120 Intersection Improvements Estimated Construction & Shared Cost November 20, 2020

Item	Description	Units	Quantity	-	Engineer's Jnit Price		Contract Amount	District Costs		City Cost	
1. Miscellaneous						s	123,920	\$	83,710	\$	40,2
1.1 Mobilization		LS	1	S	80,000	5	80,000	\$	40,000	S	40,00
	nch Sewer Force Main, 450 LF	LF	450	\$	60	S	27,000	S	27,000		
1.3 Trench Safety System, 6" ar		LF	450	S	20	S	9,000	\$	9,000		
1.4 Inlet Protection		EA	6	S	70	S	420	S	210	S	21
1.5 Pothole Existing Utilities		EA	10	\$	750	S	7,500	\$	7,500		
2, Traffic Control						5	106,205	\$	53,103	\$	53,1
2.1 Traffic Control, signage		SF	453	S	10	\$	4,530	\$	2,265	\$	2,26
2.2 Traffic Control, signage, spe	cialty	SF	110	S	15	S	1,650	S	825	\$	82
2.3 Traffic Control, flaggers — (to		DAY	30	S	1,100	\$	33,000	\$	16,500	S	16,50
2.4 Traffic Control, upo (two U	POs at \$100/hr, each)	DAY	30	S	1,600	5	48,000		24,000	\$	24,00
<ul> <li>2.5 Traffic Control, PCMS</li> <li>2.6 Traffic Control, barricade, Ty</li> </ul>		MO. EA	5	S	2,000 165	\$	8,000 825	S	4.000	S	4,00
2.6 Traffic Control, barricade, Ty 2.7 Traffic Control, drum, w/blinl		EA	136	S	75	S	10,200	\$	5,100	\$	5,10
<ol> <li>Sidewalk, Curb and Gutter, D</li> <li>Remove Cement Concrete S</li> </ol>	irlveway iidewalk, 5 feet wide 475 LF	SY	265	\$	20	\$	<b>223,048</b> 5,300	\$	<b>6,611</b> 265	\$	217,5 5,03
1.1A Remove ADA Ramps	ildewalk, 5 leet wide 475 El	SY	65	\$	65	\$	4,225	S	211	\$	4,0
3.2 Remove Cement Concrete C	Curb and Gutter 360 LF	LF	410	\$	10	\$	4,100	\$	205	S	3,89
2B Remove Cement Concrete D		SY	105	\$	105	\$	11,025	\$	551	\$	10,47
3,3 Cement Concrete Traffic Cu		LF	410	\$	37	\$	15,170	\$	759	\$	14,41
3.4 Cement Concrete Sidewalk,	10 feet wide 365 LF	SY	410	\$	70	\$	28,700	\$	1,435	\$	27,26
3.5 Cement Concrete Driveway	Entrance, two, (70'L x 10'W)	SY	105	S	84	\$	8,820			S	8,83
3.6 ADA Ramps, two, (20'L x 10	W)	SY	65	\$	200	\$	13,000			S	13,00
3.7 Landscape Restoration	(40 44 5 FT - 2-5 FT)	LS	100	S	3,000	\$	3,000	5	1,500	\$	1,5
	rse = (4" x 11,5 FT x 365 FT)	TN	100	\$	40	\$	4,000	\$	200 110	\$	3,8
3.9 Pavement Restoration next to 3.10 Crushed surfacing base cou	o gutter (2'W x 5"D x 360 FT)	TN	23 25	S	96 40	\$	2,208 1,000	S	110	\$	2,0
5.10 Crusned surracing base cou	136 (Z W X D D X 350 F I)	LF	500	S	9	\$	4,500	\$	225	\$	4,2
3.12 Lighting/Electrical (assum-	e 7 lights at \$12.000/light)	LS	7	S	10,000	\$	70,000	_	220	S	70,00
13 Traffic Signal System (Rel		LS	1	S	23,000	\$	23,000			\$	23,0
1.14 Irrigation and Landscaping		LS	1	S	25,000	\$	25,000			\$	25,00
I. Pipelines							307,900		307,900	\$	
4.1 Water Line, 8-inch, Pipe (Di:	atriot) 200 LE	LF	300	\$	125	\$	37,500	\$	37,500	2	
4.2 Sewer Lateral, 6-inch, Pipe		LF	150	S	125	S	18,750	S	18,750		
4.3 Sewer Force Main, 16-inch,		LF	450	\$	175	\$	78,750	S	78,750		
	inch (District) 300 LF (5'W x 6'H)	TN	620	S	36	S	22,320	S	22,320		
	, 6-inch, (District) 150 LF (5'W x	TN	360	S	36	\$	12,960	\$	12,960		
4,6 Crushed Rock, sewer FM, 16	6-inch, (District) 450 LF (6'W x 9'H)	TN	1,670	S	36	\$	60,120	S	60,120		
4.7 Trench Patch, Water Line (C	istrict) 300 LF (6'W x 0,5'H)	TN	75	\$	180	\$	13,500	S	13,500		
	(District) 150 LF (6'W x 0,5'H)	TN	50	S	180	\$	9,000	\$	9,000		
	ain (District) 450 LF (6'W x 0,5'H)	TN	125	S	180	\$	22,500	S	22,500		
1,10 Water Line, 8-inch, 3/4-inch		EA	2	S	7,500	\$	15,000	\$	15,000		
4.11 Sewer Lateral, 6-inch, service		EA	1	S	7,500	\$	7,500	S	7,500 5,000		
4.12 Sewer Lateral, 6-inch, drop s 4.13 Sewer Lateral, 6-inch, plug e		LS LS	1	S	5,000 5,000	\$	5,000 5,000	\$	5,000		
					- company						
<ol> <li>Pavement Restoration</li> <li>1 3-inch Grind (District) 29,7</li> </ol>	50 SO FT (7,438 Cubic Feet)	SY	3,306	S	5	\$	246,235 16,530	\$	137,760 16,530	\$	108,4
5.2 3-inch Grind (City) 12,150		SY	1,350	S	5	\$	6,750		10,000	\$	6,75
	9,750 SQ FT (7,438 Cubic Feet)	TN	550	S	125	\$	68.750	S	68,750		0,70
5.4 3-inch Overlay (City) - 12,15		TN	225	S	125	\$	28,125	-35		\$	28,12
5.5 Traffic Loops, Circular (Distr		EA	3	S	4,000	\$	12,000	S	12,000		
5.6 Traffic Loops, Circular (City)		EA	15	S	4,000	\$	60,000			\$	60,00
5.7 Traffic Loops, rectangular (D)		EA	3	S	4,000	\$	12,000	\$	12,000		
5,8 Traffic Loops, Rectangular (	City)	EA	0	\$	4,000	S	*		40.000	5	
5.9 Striping/Symbols (District)		LS	1	S	10,000	\$	10,000	\$	10,000		7.5
5.10 Striping/Symbols (City)	-:-4\	LS	200	S	7,500	\$	7,500		4,480	S	7,50
<ul> <li>11 Extruded concrete curb (Dist</li> <li>12 Extruded concrete curb (City</li> </ul>		LF LF	280 50	5	16 16	S S	4,480 800	S	4,400	S	80
.13 Adjust Survey Monument Ca		EA	2	S	800	\$	1,600	S	1,600	-	.01
.14 Adjust Storm Drain Catch Ba		EA	3	S	800	S	2,400	\$	800	S	1,6
15 Adjust Water Valve (4) and (		EA	8	S	700	S	5,600	S	5,600		W. Rick
.16 Adjust Sewer Manhole Fram		EA	4	S	800	S	3,200	S	3,200		
.17 Adjust Telephone Manhole F		EA	2	\$	1,200	S	2,400	\$	1,200	S	1,2
.18 Adjust Electrical Manhole Fr .19 Relocate storm drain catch b		EA EA	1	\$	1,600 2,500	S	1,600 2,500	S	1,600	S	2,50
15 Rejocate storm drain catch b	asiii i ype i	LA		Ψ	2,300	3	2,500				2,0
		1.31.	400		Subtotal	\$	1,007,308	\$	587,984	\$	419,3
			Cont	ingei	ncy (10%)	\$	100,731	\$	58,798	\$	41,9
					Subtotal	\$	1,108,039		646,782		461,2
					ax(10.1%)	\$	65,325		65,325	\$	
	T	otal Estin	nated Cons	struc	tion Cost	\$	1,173,364	\$	712,107 58.37%	\$	461,2
	COST	SHARING	ITEMS			_			30.31%		41.
	City of Kirkland - Proportional Share =		71 ENIO								
	ITEM	UNIT			-111	UI	VIT PRICE		KSHARE	CC	K COS
WSDOT Permitting		11					\$60,000		1.63%		\$24,
Design - Perteet (ROW Impr	ovements only)	1					\$30,000		00.00%		\$30,
Surveying		1					\$20,000		1.63%		\$8,
Contract Procurement Construction Management		1					\$21,000		1.63%		\$8,
Material Testing		1					\$120,000 \$17,500		1.63%		\$49,9
Contract Closeout		1					\$17,500		1.63%		\$4,5
							412,000				04.
Contract Closeout		Tot	al Estimate	S Al	lied costs						\$134,



**FISCAL NOTE** 

CITY OF KIRKLAND

		Sou	rce of Reques	it				
Julie Underwood,	Director of Public Works							
		Descri	ption of Requ	ıest				
from \$555,000 to	crease of \$525,005 for the Tote \$1,080,005. This request will be and \$90,000 from prior year St	be funded with	\$434,005 from	prior year Street P			erall budget	
		Legality	//City Policy I	Basis				
		F	iscal Impact					
	sfer of \$434,005 in Street I sfer of \$90,000 in REET 2 f				900.			
		Recommend	ded Funding S	Source(s)				
	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions		Revised 2022 End Balance	2022 Target	
Reserve								
Revenue/Exp Savings								
Other Source	Prior year funding from the St	reet Preservation	on projects.					
		Oth	er Informatio	n				
	s originally funded with \$555,0 ect (STC0060300) to replace th		_			in the Street	Levy	
Prepared By	Robby Perkins-High, Financial Planning Supervisor				Date May 26, 2021			