

**AGREEMENT FOR FACTORIA BOULEVARD STORM CONVEYANCE
IMPROVEMENTS PROJECT**

**FACTORIA BOULEVARD BETWEEN SE 38TH STREET AND RICHARDS CREEK
BETWEEN THE KING COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE CITY OF BELLEVUE**

THIS AGREEMENT FOR THE FACTORIA BOULEVARD STORM CONVEYANCE IMPROVEMENTS PROJECT (“Agreement”), located on Factoria Boulevard between SE 38th Street and Richards Creek in the CITY OF BELLEVUE, is entered into on the last date signed below, by and between the CITY OF BELLEVUE, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the “parties”).

RECITALS

A. WHEREAS, the King County Flood Control Zone District is a quasi-municipal corporation of the State of Washington, authorized to provide funding and support for flood risk reduction projects within King County.

B. WHEREAS, the District has identified the need for Factoria Boulevard Storm Conveyance improvements to increase storm system conveyance capacity to reduce the risk of flooding along Factoria Boulevard between SE 38th Street and the Richards Creek inlet channel, depicted on Exhibit A hereto,

C. WHEREAS, a flood risk reduction project is necessary to increase the level of flood protection for King County’s residents and has included it for funding in 2021 and 2022.

D. WHEREAS, the Factoria Boulevard storm conveyance in the City of Bellevue, Washington, is needed to protect infrastructure that provides regional access to businesses in this commercial area, including access to T-Mobile headquarters with more than 6,000 employees.

E. WHEREAS, the City of Bellevue experiences recurrent flooding in the City’s Factoria-Richards Creek drainage basin during high- intensity storm events. In 2014, a heavy storm event on August 12-13 inundated a portion of Factoria Boulevard, south of SE 36 Street with nearly 4 feet of water. Businesses were flooded, streets were inaccessible, and the community was significantly disrupted. Flooding along Factoria Boulevard has been reported on numerous other occasions, including October 20, 2003, November 2, 2006, December 2, 2007, June 20, 2013, and May 4, 2017.

F. WHEREAS, King County, Washington, through the Water and Land Resources Division (“WLRD”) of the King County Department of Natural Resources and Parks, as service provider to the District, pursuant to an interlocal agreement with the District, collaborates with the City on providing funding and technical review of improvement projects.

G. WHEREAS, the high intensity storm events cause street flooding because heavy rain events exceed the capacity of the existing storm drainage system and the upper Richard Creek Inlet Channel.

H. WHEREAS, the City desires to replace a segment of the existing storm pipe with a larger capacity conveyance system along the north bound lanes of Factoria Boulevard SE that will outfall into the Richards Creek Inlet channel adjacent to the Factoria Village commercial area design to protect affected regional traffic and commercial properties (the “Project”).

E. WHEREAS, utilizing the District’s funding, the City desires to implement the Project, including the design, permitting, and construction of the repair.

F. WHEREAS, the Parties agree that time is of the essence in the implementation of this Agreement in order to reduce flooding risks along Factoria Boulevard.

G. WHEREAS, the King County Water and Land Resources Division (“WLRD”) is a service provider to the District under the terms of an Interlocal Agreement between the District and King County, and pursuant to that Agreement, WLRD provides contract management and technical expertise for the District for District-funded projects and will serve in this capacity for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. Incorporation of Recitals. All recitals above are hereby incorporated and ratified as part of this Agreement.

2. Scope of Agreement. The District agrees to provide funding for the Project not to exceed the total amount of six million, eight-hundred and fourteen thousand dollars, (\$6,814,000.00) (“Funds”), subject to the terms of this Agreement. The Funding shall be available for the Project as follows:

2.1. Submission of a Charter. The City shall prepare and submit for District approval of a Project Charter in conformance with WLRD’s Project Management Manual. Work performed to prepare the Project Charter shall be eligible for District Funds, pursuant to the terms of this Agreement.

2.2. Project Scope of Work. Upon the District's approval of the Project Charter, the Charter shall be automatically incorporated into this Agreement as Exhibit B hereto, without further action by either party. Subject to Section 2.1, the Funds shall only be used by the City for the performance of the Project, and specifically those tasks identified in the Project's Charter, attached hereto as Exhibit B, and incorporated herein by this reference. Modifications to and deviations from the Charter by the City shall require advance written approval from the District.

3. Term. This Agreement shall be effective upon mutual execution of this Agreement ("Effective Date"). The Agreement shall terminate upon completion of the tasks identified in the Project's Charter, unless earlier terminated in accordance with the terms of this Agreement; provided, if the District does not approve a Project Charter within two (2) years of the Effective Date, the Agreement shall automatically terminate.

3.1. The District may terminate this Agreement at any time by written notice to the City, and the City shall immediately terminate work upon receipt of notice to terminate, provided that, unless termination is for cause, the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in an approved District budget for work that was performed prior to the date of termination, provided the City's construction contract shall be consistent with the parties' right to terminate this Agreement.

3.2. The City may terminate this Agreement at any time by written notice to the District, provided that the District shall have no obligation to provide Funds for work occurring after the date of termination.

3.3. The Funds were appropriated in the District's 2021 Budget (\$4,792,000), and 2022 Annual Budget (\$2,022,000), for a total of \$6,814,000. To the extent that the Project requires future appropriations or carryover to a future budget year by the District, the District's obligations are contingent upon the appropriation of sufficient funds, provided, that once the City enters into a contract for construction of the Project, the District's obligations shall be fixed and no longer contingent. If no such appropriation is made and the City does not enter into a contract for construction of the Project, this Agreement will terminate at the close of the appropriation year for which the last appropriation that allocated Funds under this Agreement was made.

4. Permitting and Compliance. At all times relevant to the City's performance under the terms of the Agreement, the City shall comply with all applicable federal, state and local laws and regulations. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Project, and shall fully comply with all applicable requirements and conditions thereof.

4.1. The City shall obtain and be responsible for all necessary property rights, special use permits, easements, or property acquisitions. Access to private properties for the

Project are the sole responsibility of the City, and the District shall notify the City when District access is necessary to effectuate the District's performance under this Agreement.

4.2. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project, including compliance with all applicable laws and regulations pertaining to the City's management of the Public Works construction contract advertisement, bidding and award process.

4.3. Inspections. The District, including its service provider WLRD, may provide technical assistance to the City and coordinate with the City as required on work needed within King County jurisdiction. The District, including its service provider WLRD, shall have the right to inspect the City's Project and Project at the District's request.

4.4. Discriminatory Practices Prohibited. Throughout the term of this Agreement, the City shall fully comply with all equal employment and nondiscrimination provisions of applicable local, state and federal laws.

5. Ownership of Improvements. Notwithstanding the funding arrangements provided herein, the City shall be and become the sole owner of the Project improvements upon completion thereof and shall have sole responsibility thereafter for all maintenance and repair.

6. Impact on Other Reaches or Segments. The District and the City agree that the Project under this agreement shall not have a detrimental effect on storm conveyance in the upper Richards Creek basin. The improvements shall be deemed not to have such a detrimental effect where the improvements fully protect the conveyance capacity of Richards Creek within the existing open channel and provide flood protection for adjacent properties during the 100-year flood.

7. District Review. The City shall review and adhere to the requirements set out in District Resolution FCD 2021-16, including the terms of WLRD's Project Management Manual. The City has updated the Project Charter (Exhibit B) and submitted it for review and approval by the District's Executive Committee. The Project Charter includes a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, data collection, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, and conceptual drawings.

8. Award of Construction Contract. All contracts related to the Project will be awarded on the basis of competitive bidding in accordance with applicable legal requirements. After observing any required competitive process, if the City receives a bid for the Project that is acceptable to the City, then the City may award the contract and construct the Project without the need to obtain specific approval from the District for the bid, the construction contract, or any

change orders. However, in no instance shall the District's financial obligation with respect to the Project exceed \$6,814,000, unless the District makes further appropriation and this agreement is amended in writing. If the City does not receive acceptable bids, then the Parties may meet to discuss the Project and determine how to proceed.

8. Retention and Review of Documents. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet District and state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request. The Parties shall retain all records in accordance with the Washington State Retention Schedules and shall comply with the Washington State Public Records Act, Ch 42.56.RCW. The City shall submit to the District the final report of this Project, in a form and with detail required by the District.

9. Payment of Funds. The City may submit for reimbursement from the Funds of City actual and reasonable costs and expenses for the Project incurred on or after January 1, 2021. Requests for reimbursement shall be submitted and reviewed consistent with the procedures, requirements and restrictions set out in this Agreement and the District's relevant policies and procedures.

9.1. No more than once a quarter, the City may submit requests for reimbursement of City actual and reasonable costs and expenses incurred on or after January 1, 2021 for the Project. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.

9.2. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward a response to the requested reimbursement to the City within forty-five days of the City's request.

9.3. The District may postpone review of a City request for reimbursement where all or any part of the request is unreasonable, inaccurate or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still unreasonable, inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with the terms herein.

9.4. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation or completion of any document or work required by this Agreement.

9.5. The parties agree that if the Project funding provided by the District is insufficient to reimburse the City in full for its costs, the City shall not be obligated to complete the Project and shall have the option to terminate this Agreement by notifying the District of such termination in writing. If the City terminates this Agreement under the provisions of this subsection, the District shall continue to receive and review City requests for reimbursement for work that occurred prior to termination.

10. General Provisions.

10.1. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

10.2. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Improvement Study authorized by this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

10.3. Indemnification. The City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals, agents and insurers, from any and all claims, demands, suits, actions, losses, costs, attorney fees and expenses, fines, penalties and liability of any kind, including but not limited to injuries to persons or damages to property, relating to, in connection with, or arising out of, whether directly or indirectly, or as a consequence of, the Project, this Agreement, the City's use of the Funds, or the City's exercise of its obligations, rights or privileges under this Agreement.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

The City's obligations under this Section shall survive any termination of this Agreement.

10.4. Insurance. The City shall require its contractors, subcontractors, and agents to maintain insurance as required by Bellevue in its standard contracts, and to name the District as an additional insured on their required insurance. The City shall also require any professional services consultants, subconsultants, contractors, or subcontractors to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction as required by Bellevue in its standard contracts. Upon request, the City shall also provide a letter evidencing its self-insured status and policy coverage. The City's obligations under this Section shall survive any termination of this Agreement.

10.4.1. The City's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the City's insurance and shall not contribute to it.

10.4.2. The City shall waive its rights of subrogation against the District for all claims and suits.

10.4.3. The coverage shall apply separately to each insurance against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

10.4.4. Upon receipt of notice from its insurer(s), the City shall provide the District with notice of cancellation within three (3) days. It is hereby understood and agreed that the policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the District, by registered mail, of a written notice addressed to the Chair of such intent to cancel or not to renew. If the insurance is canceled or reduced in coverage, the City shall provide a replacement policy or this Agreement is immediately terminated.

10.4.5. The City's maintenance of insurance policies required by this Agreement shall not be construed to limit the liability of the City to the coverage provided in the insurance policies, or otherwise limit the District's recourse to any other remedy available at law or in equity.

10.4.6. The District reserves the right, during the term of the Agreement, to require any other insurance coverage or adjust the policy limits as it deems reasonably necessary utilizing sound risk management practices and principals based upon the loss exposures. Prior to imposing such additional coverage or adjusting existing required coverages or limits, the District shall provide reasonable notice to the City and an opportunity to provide comments, and the District shall review and consider such comments that are timely made.

10.5. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

10.5.1. For disputes involving cost reimbursements or payments, submittal of all relevant information and data to an independent Certified Public Accountant or a

Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

10.5.2. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph.

10.6. Entire Agreement; Amendment. This Agreement, together with Exhibits A and B hereto, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.

10.7. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Linda De Boldt, Assistant Director
Bellevue Utilities Department
450 110th Avenue N.E.
P.O. Box 90012
Bellevue, WA 98009-9012
Phone: 425-452-4625
Email: LDeBoldt@bellevuewa.gov

To District: Michelle Clark, Executive Director
King County Flood Control District
516 Third Avenue, Room 1200
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

10.8 Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement. This Agreement will be approved and filed in accordance with Chapter 39.34 RCW.

10.9 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as “Term”), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Agreement shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

10.10 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between the City and the District. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

10.11 Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor or availability of materials conditions not attributable to the City’s employees or agents, neither party shall be deemed in breach of provisions of this Agreement.

10.12 Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement

of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

CITY OF BELLEVUE

KING COUNTY FLOOD CONTROL DISTRICT

By: DocuSigned by:
Brad Miigke
116F000950F7702...

By: DocuSigned by:
Reagan Dunn
B60CACB4B3EC49E...

Its:

Reagan Dunn
Its: Board Chair

DATE: 5/17/2023

DATE: 6/1/2023

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: DocuSigned by:
Brian Wendt
3A130CE67BE748E...
Assistant City Attorney

By: DocuSigned by:
[Signature]
F1B020A8F179422...
Legal Counsel



PROJECT CHARTER

UTILITIES Project Management Improvement Initiative

CHAMPION/SPONSOR	Linda De Boldt
PROJECT MANAGER	Biorl Shaha
DATE	1/10/2023 updated (originally approved in 2016)
PROJECT NAME	Factoria Boulevard Storm Conveyance Improvements Project
CIP/JDE NUMBER	JDE # 333690001
DEPT / DIVISION	Utilities / Engineering
CIP NO.	D-114

PROJECT BACKGROUND

The City of Bellevue experiences recurrent flooding in the City's Factoria-Richards Creek drainage basin during high-intensity storm events. In 2014, a heavy storm event on August 12-13 inundated a portion of Factoria Boulevard, south of SE 36th Street with nearly 4 feet of water (Figure 1). Businesses were flooded, streets were inaccessible, and the community was significantly disrupted. Flooding along Factoria Boulevard has been reported on numerous other occasions, including October 20, 2003, November 2, 2006, December 2, 2007, June 20, 2013, and May 4, 2017.



Figure 1. Flooding during the August 12-13, 2014 storm

In order to determine the cause of the flooding, and options available to address the issue in this area, the City completed several engineering studies that identified segments of the storm conveyance system between SW 38th Street and the discharge at Richards Creek as having constrained capacity to convey stormwater runoff generated during high intensity storm events.

Storm system improvements alternatives were evaluated, and recommended improvements were approved by the Utilities Capital Improvement Program (CIP) Cabinet in December 2018 to proceed to the design phase. The recommended solution includes replacement of the existing storm drain conveyance pipe with a larger capacity storm conveyance conduit, the installation of new drain pipes across Factoria Boulevard and new inlets located north of SE 38th Street along Factoria Boulevard SE.

Subsequently a comprehensive preliminary design including topographic survey and utility locates, geotechnical exploration, initiation of State and Federal environmental and land use permit acquisition, early stakeholders/public coordination and outreach was completed. Findings from preliminary design and baseline scope, schedule, project cost estimates were reviewed and approved by the Utilities CIP Cabinet in December 2020 to proceed to the Final Design phase.

This Charter has been, thereafter, updated to include Final Design phase of the project.

PROBLEM STATEMENT

- Street flooding is occurring between SW 38th Street to the discharge at Richards Creek during high intensity storm events.
- The flooding is a result of the peak flows during heavy rain events exceeding the capacity of the existing storm drainage system and upper Richards Creek Inlet Channel.
- These kinds of storm events have increased in frequency in the last decade and may continue to increase as a result of climate change.
- If stormwater infrastructure improvements are not made, during high intensity storm events, flooding of Factoria Boulevard would significantly disrupt the flow of traffic in the region, causing economic disruption to the many businesses in this commercial area, including access to the T-Mobile headquarter (>6,000 employees).

GOAL STATEMENT

The purpose of Factoria Boulevard Storm Conveyance Improvements Project is to design and construct storm system improvements to increase storm system conveyance capacity and reduce the risk of flooding along Factoria Blvd between SE 38th St and Richards Creek inlet channel such that no street flooding occurs during large storm events (design storm is 100-year, 24-hour storm event) by 2024.

The outcome of this project will be that the public storm water drainage system along Factoria Boulevard will have adequate capacity to collect and convey rainfall induced storm runoff effectively such that mobility through this major transportation corridor within the City of Bellevue will not be disrupted by flooding during high intensity storm events.

HIGH LEVEL SCOPE

The project replaces a segment of existing 3.3'x5.5' stormwater pipe with a larger capacity conveyance system along the north bound lanes of Factoria Boulevard SE that will outfall into the Richards Creek Inlet channel adjacent to the Factoria Village commercial area.

The project is located just south of the intersection of interstate-90 and Factoria Boulevard, in the upper Richards Creek basin, a major tributary to Kelsey Creek, the largest creek in the City of Bellevue. The stormwater conveyance improvements that include 500 feet of 9-foot-wide by 4-foot-high concrete box conveyance, 250 feet long 49-inch by 33-inch pipe, and other associated drainage improvements will be located north of SE 38th Street along Factoria Boulevard SE as shown in Figure 2.

A City water line and PSE gas line need to be relocated due to conflicts with the proposed improvements in the project area.

- **Conveyance Improvements**
 - Replace existing 5.3 feet x 3.3 feet CMP pipe w/ 9-feet x 4 feet concrete box conveyance
 - New 24" dia. pipes across Factoria Blvd
 - 19 new inlets to reduce gutter flow
 - Replacement of Stormwater Outfall in the open channel inlet to Richards Creek

- **Utilities Relocation** - City's water line, PSE's gas and power line, other telecommunication lines

- **Downstream Open Channel Improvements** - Enhance Fish Habitat and Upland Vegetation (Mitigation)

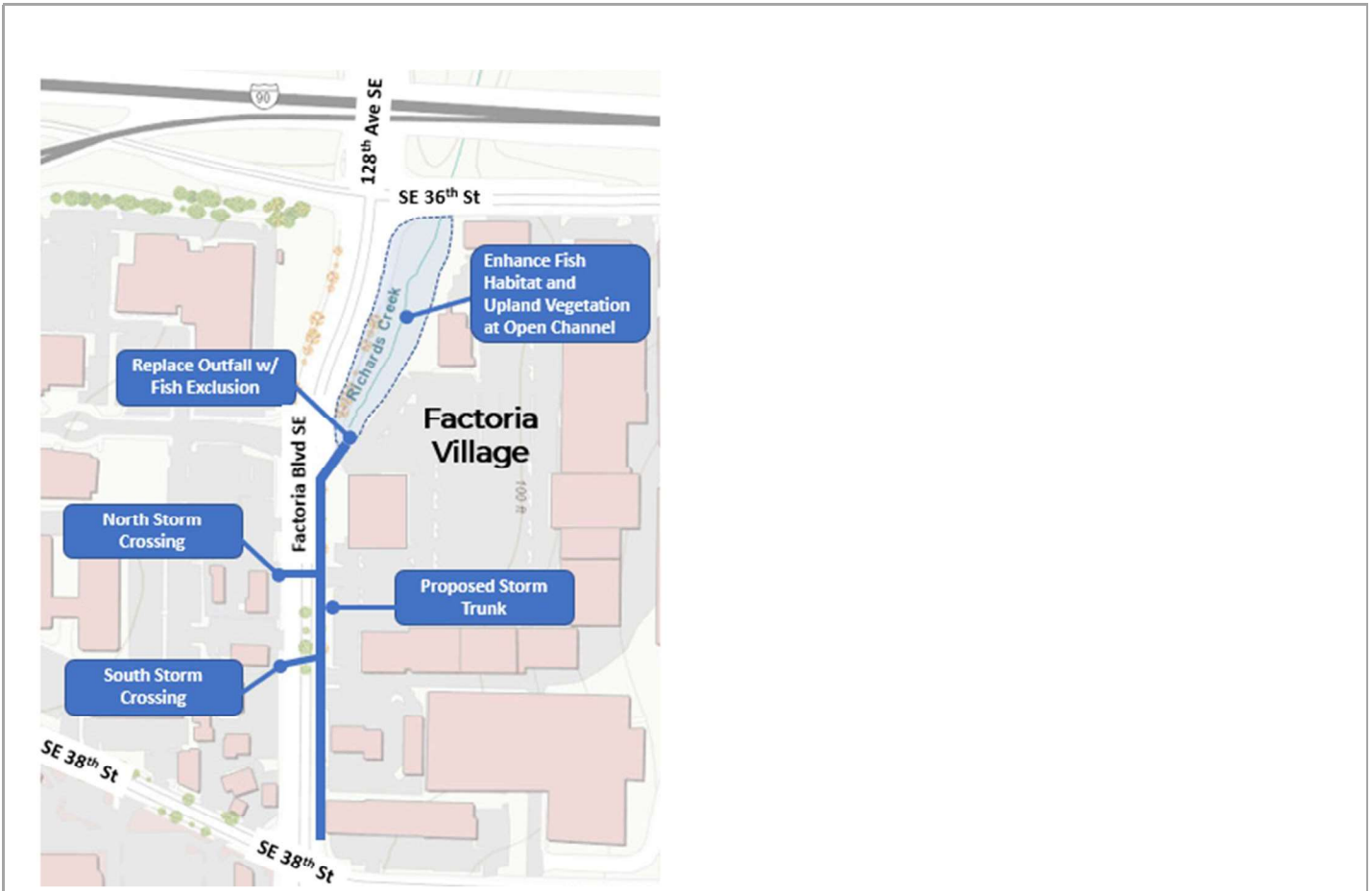


Figure 2. Project map showing proposed improvements.

The project is being completed in three phases. Phase 1 (Alternatives Evaluation, now completed) reviewed alternative improvements options and identified the preferred solution to proceed to design phase. Phase 2 (Design - ongoing) will complete engineering designs and permits for the preferred solution. Phase 3 will be construction.

Alternatives Evaluation Phase 1 (Completed Dec 2018) -

- Data Gathering and Review
- Condition Assessment
- Hydrologic/Hydraulic Modeling and Analysis
- Alternatives Analysis

Preliminary Design Phase 2 (Completed, 2019-2020) -

- Preliminary Design (30%)
- Surveying and Utility Locates
- Geotechnical Exploration
- Coordinating with City, State (WDFW) and Federal (USACE) Permitting agencies including Tribes and preparing permit applications (HPA, JARPA, Land Use Permits)
- Environmental compliance review and preparing Critical Areas Report
- Constructability Review
- Risk Analysis
- Utilities Relocation Plan
- Franchise Utilities Coordination
- Stakeholders and Public Coordination and Outreach
- Traffic Control Concept plans
- Traffic Impact Analysis and Lane Closure Configuration
- Supplemental Business Case Analysis

- Independent Cost and Design Review
- Project cost estimates (baseline cost) and implementation schedule

Final Design Phase 3 (ongoing, 2021-2022) -

- Final Design (60%, 90% and 100%)
- Permit acquisition
- Constructability
- Agencies and Franchise Utilities Coordination
- Stakeholders Outreach and Coordination
- Easement Acquisition
- Plans, specification and Engineers Estimates (PS&E)

Construction Phase 4 (2023-2024) –

- Public Bidding and Contract Award
- Construction activities by Contractor
- Construction management support including inspections, review, and coordination for RFIs, submittals, and change orders
- Agencies, Stakeholders Coordination
- Franchise Utilities Coordination

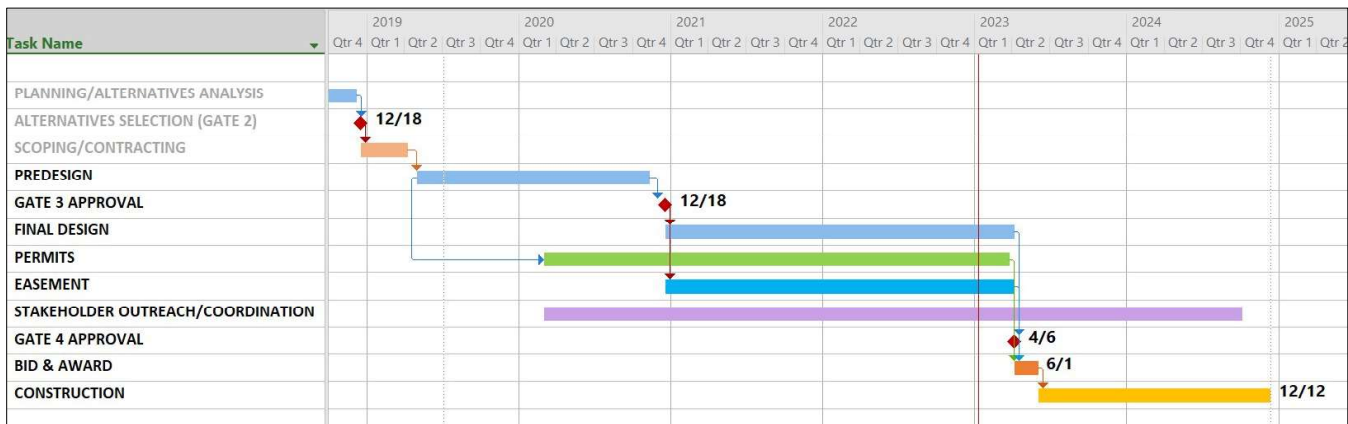
Out of Scope –

Relocation of gas line, power line and any telecommunication infrastructure that will need to be relocated by respective franchise utilities.

Primary deliverables include:

1. Alternatives Analysis Report (identifies the Preferred Alternative), completed by December 2018)
2. 30-Percent Design Submittal (Preliminary Design Report, 30% Plans, Implementation Schedule, Class 3 Cost Estimate), completed by December 2020)
3. Final Design Submittal (Bid-ready Construction Plans, Schedule, Class 1 Cost Estimate), completed by March 2023)
4. Construction Substantial Completion by Dec 2024.

PROJECT SCHEDULE



Project is currently initiating final design phase. Construction is projected to start in summer of 2023 and complete final restoration in 2024.

PROJECT COST

	2014-2019	2020	2021	2022	2023	2024	2025-2028	Total (2014-2028)
Total Construction Cost =		\$0	\$0	\$0	\$6,000,000	\$3,822,000	\$0	\$9,822,000
Total Soft Cost =	\$789,000	\$471,000	\$530,000	\$1,016,557	\$390,000	\$54,000	\$100,000	\$3,350,557
Total Easement Cost =		\$0	\$20,000	\$370,000	\$0	\$0	\$0	\$390,000
Total Contingency =		\$0	\$0	\$434,000	\$581,000	\$613,000	\$0	\$1,628,000
Total Project Costs =	\$789,000	\$471,000	\$550,000	\$1,820,557	\$6,971,000	\$4,489,000	\$100,000	\$15,190,557

Estimate based on 95% Design

King County Flood Control District (KCFCD) has approved CIP Project Grant of \$6,814,000. The project also obtained \$716,716 from the KCFCD Sub-Regional Opportunity Fund.

PROJECT TEAM

NAME	ROLES & RESPONSIBILITY
<u>City Team Members:</u>	
Maria Peraki	City Project Manager
Linda De Boldt	Project Sponsor, Assistant Director
Debbie Harris	Project Management Section Manager
Jerry Shuster	Utilities Planning - Storm water Sr. Engineer
Christa Heller	Environmental Scientist/ Watershed Management Specialist
Doug Lane	Planning Manager
Biról Shaha	CIP Portfolio Manager
Casey Peterson	O&M - Storm Water Superintendent
Richard Peckler	O&M – Sewer SET (Sr. Tech)
Nathan Rauscher	O&M – Water SET (Sr. Tech)
Rich Ford	Sr. Construction Inspector
Ryan Shelton	Utilities Construction Manager
Michaelene Fowler	Utilities Public Information Officer
Mike Murray	City Real Property (Easement Acquisition)
<u>Design Consultants Team Members:</u>	
Ginette Lalonde (Louis Berger/WSP)	Consultant Project Manager
Ralph Nelson (Louis Berger/WSP)	Senior Civil Engr, /Hydraulics & Hydrology
Jay Cammermeyer (Louis Berger/WSP)	Project Engineer, Lead
Dan Roscoe (WSP)	Environmental and Permitting Lead
Brian Kellogg (WSP)	Traffic Control
Jerry Scheller (Tetra Tech)	Prime Consultant QA
Kevin Dour (Tetra Tech)	Large On-Call Contract Manager
Geo Engineers	Geotechnical (predesign phase)
Aspect	Geotechnical (final design phase)
Rachel Aronson (Triangle)	Public Outreach
Mark Fuglevand (KBA)	Constructability
Parametrix	Surveying

APS	Utilities locating
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KEY STAKEHOLDERS	
NAME (ORGANIZATION)	INTEREST
Utilities O&M	Owns and operates the storm water system
Development Services Dept.	Review/Issue City permits including Critical Areas Land Use Permit, SEPA and Clear and Grade Permit
Transportation - ROW	Review/Issue City ROW permit
Transportation - Traffic	Traffic Control and Signals
Franchise Utilities (OPL, SPU, PSE, Century Link, Comcast etc.)	Utility Interferences / Relocates
Factoria Village (property owner)	Key Stakeholder, obtain temporary construction easements
Factoria Village (commercial businesses) & Gas Station	Primarily stakeholders Impacted by construction activities
Local adjacent business (e.g. T-Mobile headquarter, Formula Fast Lube, Taco Bell, AT&T, Cleaners, QFC, Romio's, Factoria Mall, etc.)	Impacted by construction activities
Residents Factoria Neighborhood	Impacted by construction activities
Traveling Public	Impacted by construction activities
Washington Department of Fish and Wildlife (WDFW)	Issue Hydraulic Project Approval (HPA) permit
US Army Corps of Engineering	Federal Permits (JARPA)
Tribes	Stakeholder (Fish habitat)
Ecology	State permit
Metro Bus	Construction Impacts to Bus Routes, Relocation of bus stop
WSDOT	I-90 access/exit, potential staging area near project site
Police, Fire, Waste Collection	Stakeholder, coordination during construction

PERMITTING
<p>This project triggers several federal, state and local permits that have long review timeline and requires early consultation with the permit agencies.</p> <p>Replacement of existing storm water outfall at the open channel inlet to Richards Creek triggers permit from -</p> <ul style="list-style-type: none"> • U.S. Army Corps of Engineers (USACE) - CWA Section 404 & Section 401, Endangered Species Act (ESA) • Washington Dept. of Fish and Wildlife (WDFW) - Hydraulic Project Approval (HPA) • City of Bellevue - State Environmental Policy Act (SEPA) and Critical Areas Land Use permit (CALUP) <p>During preliminary design phase, project completed early consultation with WDFW, USACE, and the Muckleshoot Tribes and developed a conceptual mitigation plan which was submitted to the Tribes and to USACE along with the Joint Aquatic Resource Permit Application (JARPA). Applicable environmental documentation such as Biological Assessment and Critical Area Report were also prepared and submitted with the application for City's Critical Areas Land Use Permit and SEPA determination.</p> <p>In the final design phase, further coordination with these permit agencies will continue as design team submits responses to the agencies initial permit review comments along with finalizing mitigation report and other revisions to the permit application and associated design adjustments.</p>

The project also completed consultation with the City Transportation Right-of-way (ROW) to develop traffic control concepts and completed traffic impact analysis that identified preferred lane closure configuration and confirmed approach towards traffic management during construction.

STAKEHOLDER OUTREACH AND COORDINATION

An early coordination and outreach to the key stakeholders was completed in the predesign phase. Below is brief summary of the outreach plan that is ongoing through the design phase.

Key Stakeholders

- Businesses: Factoria Village, Marketplace Factoria, Brown Bear Car Wash, Formula 1 Fast Lube
- Commuters, Pedestrians, Residents, Shoppers
- School Districts, Church, Medical Facilities, T-Mobile
- Fire, Police, Metro, Waste Collection,
- State & Federal Agencies (WDFW, Ecology, USACE, WSDOT)
- Other City departments

On-going Outreach

- ❖ Planning phase – inform, early engagement, buy-in
- ❖ Design – updates and detail coordination
- ❖ Pre-Construction – advance notification, prepare for construction
- ❖ Construction – traffic alert, signage, ongoing coordination

Outreach Tools

- Postcards mailer, project website, email correspondences, 1:1 meetings, open house, presentation and Q/A, letters, traffic alerts, signage, text blasts, press release.

Stakeholder Outreach and Coordination Plan identified and outlined outreach methods for each of the key stakeholder. An example is included below for a key stakeholder – Factoria Village.

Property Owner of Factoria Village and Businesses					
Key Impacts	Outreach Method/Tools	Planning	Design	Pre-Construction	Construction
Traffic congestion impacting shoppers	Website/FAQs, flyers, listserv/text	√	√	√	√
Disrupted access	Flyer/Postcard mail	√	√	√	√
Reduced visibility of business/storefront	Presentation and Q/A (Virtual)	√	√		
Disruption to deliveries	Open House (virtual)	√	√		
Noise, dust, vibration	1:1 Meetings	√	√	√	
Parking impacted by staging area	Social Media	√	√	√	√
Temporary construction easement	Project Updates (Email & website)	√	√	√	√
Open channel maintenance/easement	Signage			√	√
Staging area limiting parking	PCMS			√	√
Schedule	Traffic Alert				√
	Construction Updates/Coordination			√	√

ASSUMPTIONS, CONSTRAINTS, AND RISKS

- The design level of service (LOS) has come under question as a result of the initial findings. The design LOS criteria for this project is to provide 100-year level of protection, based on the City standards for pipe systems. Much of the existing system being evaluated have been originally designed to provide a 25-year storm LOS. Designing to a higher LOS (e.g. 100-year) tends to force the solution to cover an expanded area that is currently served by a system designed to a lesser LOS.
- Factoria Blvd is heavily congested with utilities including Olympic Pipeline, and SPU's Cedar Eastside Supply Line (CESSL). For now, it is assumed that -
 - Conveyance improvements will not require to relocate or shut down the Olympic Pipeline which runs along the north bound lane of Factoria Blvd.
 - Conveyance improvements will not require to relocate or shut down SPU's CESSL, which runs along the north bound lane of Factoria Blvd and supplies Bellevue's Richards Road Inlet.
 - SPU's Mercer Island Pipeline, which runs from CESSL west along SE 38th Street and supplies all of Mercer Island's water plus Bellevue's Inlet #11 (Factoria area) will be unaffected, even if a local shutdown of the CESSL at the project site became necessary (isolation valve at SE 38th Street assumed to be functional).
- Construction requires closure of both northbound lanes of Factoria Boulevard that carries 38,000 vehicles a day – obtained approval of optimum lane closure configurations through traffic impact analysis and early coordination with COB Transportation ROW.
- Need to acquire temporary construction easements along commercial properties along the Factoria Blvd – project team has initiated coordination with the property owner of Factoria Village.
- Franchise Utility Interferences - need to relocate PSE's 4" high pressure gas line – early coordination with franchise utilities, initiated in predesign phase. PSE to complete relocation ahead of City's project.
- Work beyond ordinary high-water mark (for outfall replacement) at the Inlet of Richards Creek will need to be performed within fish window.
- Complex heavy civil construction in tight workspace with shoring, through along/across Olympic Pipeline, SPU's fragile 36" transmission water line and numerous other utilities, dewatering and storm bypass system is a construction challenge.
- Complex construction sequence with extensive traffic control to maintain access to business/pedestrian maintained through construction and relocating 12-inch water line will be required – early constructability review identified possible construction sequence and other requirements, and associated traffic control concepts have been developed.

PROJECT GOVERNANCE/ APPROVAL PROCESS

The following process defines who evaluates and decides on project continuance, success, and provides final sign-off of project completion. The process for the project will use the City of Bellevue Utilities project governance model (approvers and applicable approval dates are listed in parenthesis).

- Gate 1 – Project Charter Approval (approved by Utilities Assistant Director, 2016)
- Gate 2 – CIP Cabinet Approves Recommended Alternative (Utilities CIP Cabinet, approved December 19, 2018)
- Gate 3 – Approval of Preliminary Design and Authorization to Proceed to Final Design (CIP Cabinet, December 18, 2020)

- King County Flood Control District (KCFCD) approval of Project Charter, which is included in the Interlocal Agreement between the City and the District.
- Gate 4 – Approval to Proceed with Bid Advertisement (Engineering Section Manager, CIP Cabinet)
- Gate 5 – Approval to Proceed with Construction Contract Award (Utilities Assistant Director and/or CIP Cabinet)
- Gate 6 – Approval of Construction Contract Completion and Acceptance and, authorization to proceed with Project Closeout (Construction Manager)
- Gate 7 – Approval of Project Closeout (Engineering Section Manager)

Michelle Clark

3/9/2023

Michelle Clark, Executive Director
King County Flood Control District

Date